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Contents

(Continued overleaf)

EN

Acts whose titles are printed in light type are those relating to day-to-day management of agricultural matters, and are generally valid for a limited period.

The titles of all other acts are printed in bold type and preceded by an asterisk.

II *Acts adopted under the EC Treaty/Euratom Treaty whose publication is not obligatory*

EN

(Continued on inside back cover)

I

(Acts adopted under the EC Treaty/Euratom Treaty whose publication is obligatory)

REGULATIONS

COMMISSION REGULATION (EC) No 569/2009

of 30 June 2009

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

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

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 Regulation (EC) No 1580/2007 of 21 December 2007 laying down implementing rules for Council Regulations (EC) No 2200/96, (EC) No 2201/96 and (EC) No 1182/2007 in the fruit and vegetable sector [2], and in particular Article 138(1) thereof,

Whereas:

Regulation (EC) No 1580/2007 lays down, pursuant to the outcome of the Uruguay Round multilateral 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 XV, Part A thereto,

HAS ADOPTED THIS REGULATION:

Article 1

The standard import values referred to in Article 138 of Regulation (EC) No 1580/2007 are fixed in the Annex hereto.

Article 2

This Regulation shall enter into force on 1 July 2009.

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

Done at Brussels, 30 June 2009.

For the Commission
Jean-Luc DEMARTY
Director-General for Agriculture and Rural Development

[1] OJ L 299, 16.11.2007, p. 1.
[2] OJ L 350, 31.12.2007, 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
0702 00 00	MA	46,5
	MK	21,6
	TR	97,2
	ZZ	55,1
0707 00 05	MK	27,4
	TR	76,9
	ZZ	52,2
0709 90 70	TR	94,2
	ZZ	94,2
0805 50 10	AR	50,1
	TR	64,2
	ZA	64,9
	ZZ	59,7
0808 10 80	AR	78,9
	BR	74,6
	CL	89,4
	CN	97,8
	NZ	106,2
	US	101,3
	UY	55,1
	ZA	85,9
	ZZ	86,2
0809 10 00	TR	232,2
	US	172,2
	ZZ	202,2
0809 20 95	SY	197,7
	TR	323,1
	ZZ	260,4
0809 30	TR	92,3
	US	175,8
	ZZ	134,1
0809 40 05	US	196,2
	ZZ	196,2

(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'.

COMMISSION REGULATION (EC) No 570/2009

of 30 June 2009

fixing the import duties in the cereals sector applicable from 1 July 2009

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

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 Regulation (EC) No 1249/96 of 28 June 1996 laying down detailed rules for the application of Council Regulation (EEC) No 1766/92 in respect of import duties in the cereals sector [2], and in particular Article 2(1) thereof,

Whereas:

(1) Article 136(1) of Regulation (EC) No 1234/2007 states that the import duty on products falling within CN codes 1001 10 00, 1001 90 91, ex 1001 90 99 (high quality common wheat), 1002, ex 1005 other than hybrid seed, and ex 1007 other than hybrids for sowing, is to be equal to the intervention price valid for such products on importation increased by 55 %, minus the cif import price applicable to the consignment in question. However, that duty may not exceed the rate of duty in the Common Customs Tariff.

(2) Article 136(2) of Regulation (EC) No 1234/2007 lays down that, for the purposes of calculating the import duty referred to in paragraph 1 of that Article, representative cif import prices are to be established on a regular basis for the products in question.

(3) Under Article 2(2) of Regulation (EC) No 1249/96, the price to be used for the calculation of the import duty on products of CN codes 1001 10 00, 1001 90 91, ex 1001 90 99 (high quality common wheat), 1002 00, 1005 10 90, 1005 90 00 and 1007 00 90 is the daily cif representative import price determined as specified in Article 4 of that Regulation.

(4) Import duties should be fixed for the period from 1 July 2009 and should apply until new import duties are fixed and enter into force,

HAS ADOPTED THIS REGULATION:

Article 1

From 1 July 2009, the import duties in the cereals sector referred to in Article 136(1) of Regulation (EC) No 1234/2007 shall be those fixed in Annex I to this Regulation on the basis of the information contained in Annex II.

Article 2

This Regulation shall enter into force on 1 July 2009.

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

Done at Brussels, 30 June 2009.

For the Commission

Jean-Luc DEMARTY

Director-General for Agriculture and Rural Development

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[1] OJ L 299, 16.11.2007, p. 1.
[2] OJ L 161, 29.6.1996, p. 125.

ANNEX I

Import duties on the products referred to in Article 136(1) of Regulation (EC) No 1234/2007 applicable from 1 July 2009

CN code	Description	Import duties [1] (EUR/t)
1001 10 00	Durum wheat, high quality	0,00
	medium quality	0,00
	low quality	0,00
1001 90 91	Common wheat seed	0,00
ex 1001 90 99	High quality common wheat, other than for sowing	0,00
1002 00 00	Rye	42,90
1005 10 90	Maize seed other than hybrid	17,34
1005 90 00	Maize, other than seed [2]	17,34
1007 00 90	Grain sorghum other than hybrids for sowing	47,89

[1] For goods arriving in the Community via the Atlantic Ocean or via the Suez Canal the importer may benefit, under Article 2(4) of Regulation (EC) No 1249/96, from a reduction in the duty of:

— 3 EUR/t, where the port of unloading is on the Mediterranean Sea, or

— 2 EUR/t, where the port of unloading is in Denmark, Estonia, Ireland, Latvia, Lithuania, Poland, Finland, Sweden, the United Kingdom or the Atlantic coast of the Iberian peninsula.

[2] The importer may benefit from a flatrate reduction of EUR 24 per tonne where the conditions laid down in Article 2(5) of Regulation (EC) No 1249/96 are met.

ANNEX II

Factors for calculating the duties laid down in Annex I

16.6.2009-29.6.2009

1. Averages over the reference period referred to in Article 2(2) of Regulation (EC) No 1249/96:

(EUR/t)

	Common wheat (1)	Maize	Durum wheat, high quality	Durum wheat, medium quality (2)	Durum wheat, low quality (3)	Barley
Exchange	Minnéapolis	Chicago	—	—	—	—
Quotation	196,08	110,57	—	—	—	—
Fob price USA	—	—	207,47	197,47	177,47	96,57
Gulf of Mexico premium	—	13,57	—	—	—	—
Great Lakes premium	8,67	—	—	—	—	—

(1) Premium of 14 EUR/t incorporated (Article 4(3) of Regulation (EC) No 1249/96).
(2) Discount of 10 EUR/t (Article 4(3) of Regulation (EC) No 1249/96).
(3) Discount of 30 EUR/t (Article 4(3) of Regulation (EC) No 1249/96).

2. Averages over the reference period referred to in Article 2(2) of Regulation (EC) No 1249/96:

Freight costs: Gulf of Mexico–Rotterdam:	20,53 EUR/t
Freight costs: Great Lakes–Rotterdam:	17,56 EUR/t

COMMISSION REGULATION (EC) No 571/2009

of 30 June 2009

laying down detailed rules for the application of Council Regulation (EC) No 1234/2007 as regards the establishment of a quota system in relation to the production of potato starch

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

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]), and in particular Article 85 and Article 95a(3) in conjunction with Article 4 thereof,

Whereas:

(1) Commission Regulation (EC) No 2236/2003 of 23 December 2003 laying down detailed rules for the application of Council Regulation (EC) No 1868/94 establishing a quota system in relation to the production of potato starch ([2]) has been substantially amended several times ([3]). Since further amendments are to be made it should be recast in the interests of clarity.

(2) Those further amendments are necessary after amendments of Regulation (EC) No 1234/2007 and the adoption of Council Regulation (EC) No 73/2009 of 19 January 2009 establishing common rules for direct support schemes for farmers under the common agricultural policy and establishing certain support schemes for farmers, amending Regulation (EC) No 1290/2005, (EC) No 247/2006, (EC) No 378/2007 and repealing Regulation (EC) No 1782/2003 ([4]).

(3) In order to benefit from the Community aid under the system of quotas laid down by Regulation (EC) No 1234/2007, undertakings producing potato starch should conclude cultivation contracts with potato producers.

(4) It is necessary to specify what matters should be covered by a cultivation contract between an undertaking producing potato starch and a producer so as to prevent the conclusion of contracts in excess of the undertaking's subquota. Such undertakings should be prohibited from accepting delivery of potatoes not covered by a cultivation contract, as this would put at risk the effectiveness of the quota system and the requirement that the minimum price set out in Article 95a(2) of Regulation (EC) No 1234/2007 be paid for all potatoes intended for starch production. Nevertheless, it should be possible, where climatic reasons lead to production in the areas covered by the cultivation contract of a larger quantity of potatoes or of potatoes with a higher starch content than was originally foreseen, for an undertaking producing potato starch to accept such potatoes provided that it pays the minimum price.

(5) Potatoes having a starch content of less than 13 % cannot be considered potatoes intended for the manufacture of potato starch. Potatoes with a starch content of less than 13 % should not be accepted by starch-producing undertakings. The Commission should, where climatic reasons lead to a lower starch content, and at the request of a Member State, be able to authorise the acceptance of potatoes having a starch content lower than 13 % under certain conditions.

(6) Inspection measures should be introduced to ensure that only starch produced in accordance with the provisions of this Regulation gives rise to payment of the premium. In order to protect producers of potatoes intended for the production of starch, it is essential for the minimum price set out in Article 95a(2) of Regulation (EC) No 1234/2007 to be paid for all potatoes. It is therefore necessary to provide for sanctions where the minimum price has not been paid, or where starch-producing undertakings have accepted potatoes not covered by a cultivation contract.

(7) Rules are necessary to ensure that potato starch produced in excess of a starch-producing undertaking's subquota is exported without export refund, as is required by Article 84a(4) of Regulation (EC) No 1234/2007. Sanctions should be applied in the event of any breach.

(8) It is necessary to specify what will happen to the subquota of starch-producing undertakings which merge, change ownership or cease trading.

(9) It is necessary to enable the Member States and the Commission to control the operation of the quota system. The information to be communicated by undertakings producing potato starch to the Member State, and by the Member State to the Commission, should be specified.

([1]) OJ L 299, 16.11.2007, p. 1.
([2]) OJ L 339, 24.12.2003, p. 45.
([3]) See Annex II.
([4]) OJ L 30, 31.10.2009, p. 16.

(10) In accordance with Part I of Annex I to Regulation (EC) No 1234/2007 potato starch is a product covered by the rules for cereals. Therefore, the same marketing year as for cereals applies to potato starch. Article 204(5) of Regulation (EC) No 1234/2007 provides that as regards potato starch, Section IIIa of Chapter III of Title I of Part II of that Regulation applies until the end of the 2011/2012 marketing year for potato starch. Therefore, this Regulation should apply until that date.

(11) The measures provided for in this Regulation are in accordance with the opinion of the Management Committee for the Common Organisation of Agricultural Markets,

HAS ADOPTED THIS REGULATION:

CHAPTER I

DEFINITIONS — QUOTA SYSTEM

Article 1

For the purposes of this Regulation, the following definitions shall apply:

(a) 'quota': the quota laid down for each Member State by Article 84a(1) and Annex Xa of Regulation (EC) No 1234/2007;

(b) 'subquota': that part of the quota allocated by the Member State to a starch-producing undertaking;

(c) 'starch-producing undertaking': any natural or legal person established on the territory of the Member State concerned which receives the subquota and premium referred to in Article 95a(1) of Regulation (EC) No 1234/2007;

(d) 'producer': any natural or legal person or group of such persons, which delivers to a starch-producing undertaking potatoes produced by itself or its members, in its own name and on its own behalf under a cultivation contract concluded by itself or in its own name;

(e) 'cultivation contract': any contract concluded between a producer or group of producers and the starch-producing undertaking;

(f) 'potatoes': potatoes intended for the manufacture of potato starch as referred to in Article 77 of Regulation (EC) No 73/2009 and having a starch content of at least 13 %;

(g) 'unprocessed starch': starch produced under CN code 1108 13 00 which has not undergone any processing;

(h) 'merger of starch-producing undertakings': the consolidation into a single undertaking of two or more starch-producing undertakings;

(i) 'transfer of ownership of a starch-producing undertaking': the assignment or absorption of the assets of an undertaking holding a subquota, to one or more starch-producing undertakings;

(j) 'transfer of ownership of a starch factory': the assignment of ownership of a technical unit, including all the plant required to manufacture starch, to one or more undertakings, resulting in the partial or total absorption of the outpost of the undertaking making the assignment;

(k) 'lease of a factory': the leasehold contract of a technical unit including all the plant required for the manufacture of starch, with a view to its operation, concluded for a period of at least three consecutive marketing years with an undertaking which is established within the same Member State as the factory in question, if, after the lease takes effect, the undertaking which rents the factory can be considered a single starch-producing undertaking for its entire production;

(l) 'aid for starch potato': aid established for farmers producing potatoes intended for the manufacturing of potato starch referred to in Article 77 of Regulation (EC) No 73/2009.

Article 2

Where Article 84a(5) of Regulation (EC) No 1234/2007 applies, the subquotas allocated shall be adjusted accordingly at the beginning of the marketing year following that in which the subquota was exceeded.

CHAPTER II

PRICE AND PAYMENT SYSTEM

Article 3

1. A cultivation contract shall be concluded for each marketing year. Each contract shall have an identification number and include at least the following information:

(a) the name and address of the producer or group of producers;

(b) the name and address of the starch-producing undertaking;

(c) the areas cultivated, expressed in hectares with two decimals and identified in conformity with Commission Regulation (EC) No 796/2004 [1] on the integrated administration and control system (IACS);

(d) the foreseen quantity of potatoes in tonnes to be harvested there and delivered to the starch-producing undertaking;

(e) the foreseen average starch content of the potatoes, based on the average starch content of the potatoes delivered by the producer to the starch-producing undertaking over the last three marketing years or, if such information is not available, on the average content for the area of supply;

(f) a commitment by the starch-producing undertaking to pay the producer the minimum price referred to in Article 95a(2) of Regulation (EC) No 1234/2007.

2. Each starch-producing undertaking shall forward to the competent authority before the beginning of the marketing year a summary of the contracts, including for each contract, the identification number, the name and address of the producer, the areas cultivated, and the tonnage contracted, expressed in terms of starch equivalent, before a date to be fixed by the Member State before the beginning of the marketing year, in order to ensure the necessary controls.

3. The total in starch equivalent of the quantities listed in the cultivation contracts shall not exceed the subquota established for the starch-producing undertaking concerned.

4. Where the quantity actually produced under the cultivation contract in starch equivalent exceeds the quantity stated in the contract, that quantity may be delivered, if the starch-producing undertaking so chooses, provided the minimum price referred to in Article 95a(2) of Regulation (EC) No 1234/2007 is paid for it.

5. A starch-producing undertaking may not take delivery of potatoes not covered by a cultivation contract.

Article 4

1. Delivery of potatoes shall take place either at the starch-producing undertakings themselves or at their delivery points.

2. The determination of the weight of the potatoes and the starch content, in conformity with Articles 5 and 6, shall be carried out at the time of delivery and under the authority of an inspector approved by the Member State.

Article 5

1. Where so required for the purposes of one of the methods referred to in Annex I to Commission Regulation (EC) No 2235/2003 [2], the gross weight of the potatoes shall be determined for each load at the time of delivery by comparative weighing of the means of transport used, loaded and empty.

2. The net weight of the potatoes shall be determined by one of the methods described in Annex I to Regulation (EC) No 2235/2003.

3. Accepted consignments must have a starch content of not less than 13 %.

However, starch-producing undertakings may accept consignments of potatoes with a starch content below 13 %, provided that the quantity of starch that can be manufactured from these potatoes does not exceed 1 % of the subquota. The minimum price to be paid in this case shall be that valid for a starch content of 13 %.

Article 6

The starch content of the potatoes shall be determined on the basis of an underwater weight valid for 5 050 grams of potatoes supplied.

The water used shall be clean and without additives and its temperature shall be less than 18 °C.

Article 7

1. The premium shall be granted to starch-producing undertakings in respect of starch produced from potatoes of sound and fair marketable quality, on the basis of the quantity of potatoes used and their starch content, at the rates laid down in Annex II to Regulation (EC) No 2235/2003 up to the quantity of starch for which they hold a subquota. No premium shall be granted for starch produced from potatoes that are not of sound and fair marketable quality nor for starch produced from potatoes whose starch content is below 13 %, except where the second subparagraph of Article 5(3) applies.

Where the starch content of the potatoes is calculated by Reimann's or Parrow's scale and corresponds to a figure appearing on two or three lines in the second column in Annex II to Regulation (EC) No 2235/2003, the rates applicable shall be those for the second or third line.

[1] OJ L 141, 30.4.2004, p. 18.

[2] OJ L 339, 24.12.2003, p. 36.

2. Where the batches delivered contain 25 % or more of potatoes which can pass through a screen with a square mesh of 28 mm (hereinafter described as 'tailings'), the net weight used for determining the minimum price to be paid by the starch-producing undertaking shall be reduced as follows:

Percentage of tailings	Percentage reduction
25 to 30 %	10 %
31 to 40 %	15 %
41 to 50 %	20 %

If the batches contain more than 50 % of tailings, they shall be dealt with by mutual agreement and no premium shall be paid thereon.

The percentage of tailings shall be determined at the same time as the net weight.

3. Observance of the limits of the subquota by the starch-producing undertakings shall be determined on the basis of the quantity and starch content of the potatoes used, in accordance with the rates laid down in Annex II to Regulation (EC) No 2235/2003.

Article 8

1. A receipt form shall be drawn up under the joint responsibility of the starch-producing undertaking, the approved inspector and the supplier. The starch-producing undertaking shall deliver a copy to the producer and retain the original so that it may, if necessary, be submitted to the agency responsible for the monitoring of premiums.

2. The receipt form shall contain at least the following information where this appears from operations carried out pursuant to Articles 4 to 7:

(a) date of delivery;

(b) delivery number;

(c) number of the cultivation contract;

(d) name and address of the potato producer;

(e) weight of the means of transport on arrival at the starch-producing undertaking or delivery point;

(f) weight of the means of transport after unloading and removal of residual earth;

(g) gross weight of the delivery;

(h) reduction for extraneous matter and weight of water absorbed during washing, expressed as a percentage and applied to the gross weight of the delivery;

(i) reduction, expressed in weight, applied to the gross weight of the delivery as a result of extraneous matter;

(j) percentage of tailings;

(k) total net weight of the delivery (gross weight less the reduction, including the correction for tailings);

(l) starch content, expressed as a percentage or underwater weight;

(m) unit price to be paid.

Article 9

For each producer, the starch-producing undertaking shall draw up a summary payment slip containing the following particulars:

(a) business name of the starch-producing undertaking;

(b) name and address of the potato producer;

(c) cultivation contract number;

(d) date and number of the receipt forms;

(e) net weight of each delivery after any reductions as provided for in Article 8(2);

(f) unit price per delivery;

(g) total amount due to the grower;

(h) sums paid to the potato producer and date of payments;

(i) signature and stamp of the starch manufacturer.

CHAPTER III

PAYMENTS — PENALTIES

Article 10

1. The payment of the premium referred to in Article 95a(1) of Regulation (EC) No 1234/2007 shall be subject to the condition that the starch-producing undertaking provides proof that following requirements have been fulfilled:

(a) the starch in question has been produced during the marketing year concerned;

(b) the price which has been paid to the producers is not less than that referred to in Article 95a(2) of Regulation (EC) No 1234/2007 at the delivered-to-factory stage for the whole quantity of potatoes produced in the Community and used for the production of starch;

(c) the starch in question was produced using potatoes covered by the cultivation contracts referred to in Article 3.

2. The proof referred to in paragraph 1 shall be furnished by submission of the summary payment slip provided for in Article 9, accompanied either by certification of payment by the producer or by a voucher issued by the financial institution that made the payment on the order of the starch manufacturer, certifying that such payment has been made.

3. The premium for starch producing undertakings shall be paid by the Member State on whose territory the potato starch was manufactured within four months following the date on which the proof referred to in paragraph 1 was furnished.

Article 11

1. The Member States shall introduce inspection arrangements for on-the-spot verification of the operations conferring entitlement to the premium and compliance with the subquota laid down for each starch-producing undertaking. In order to carry out such checks, inspectors shall have access to the stock records and accounts of starch-producing undertakings and to manufacturing and storage premises.

During each processing period, inspection shall cover the entire processing of at least 10 % of the potatoes supplied to the starch-producing undertaking.

2. Member States shall inform each starch-producing undertaking, as appropriate, of the amounts of starch by which it has exceeded its subquota.

3. Should the competent body establish that the requirement specified in Article 10(1)(b) has not been respected by the starch-producing undertaking, that undertaking shall, in the absence of force majeure, lose entitlement to premiums, in whole or in part, as follows:

(a) if the requirement has not been observed in respect of a quantity of starch less than 20 % of the total quantity of starch produced by the undertaking, the premium granted shall be reduced by five times the percentage in question;

(b) if the percentage in question is 20 or more, no premium shall be granted.

4. If contravention of the prohibition contained in Article 3(5) is established, the premium paid for the subquota shall be reduced as follows:

(a) if the check shows a quantity of starch equivalent accepted by the undertaking of less than 10 % of its subquota, the total premiums to be paid to the undertaking for the marketing year in question shall be reduced by 10 times the percentage recorded;

(b) if the quantity not covered by production contracts is greater than the amount specified in point (a), no premium shall be granted for the marketing year in question; furthermore, no premium shall be paid to the undertaking for the following marketing year.

5. If, contrary to the second subparagraph of Article 5(3), the starch that can be manufactured from consignments accepted with a starch content below 13 %:

(a) exceeds 1 % of the starch-producing undertaking's subquota, no premium shall be granted for the excess quantity; furthermore, the premium granted for the subquota shall be reduced by ten times the excess percentage recorded;

(b) exceeds 11 % of the starch-producing undertaking's subquota; no premium shall be granted for the marketing year in question; furthermore, the starch-producing undertaking shall be ineligible for the premium for the following marketing year.

6. Inspections undertaken pursuant to this Article shall be without prejudice to any further verification by the competent authorities.

Article 12

1. The export operation referred to in Article 84a(4) of Regulation (EC) No 1234/2007 shall be regarded as having taken place when:

(a) the competent body of the Member State of production, irrespective of the Member State from which the starch was exported, has received the proof referred to in Article 13(2);

(b) the Member State of exportation has accepted the relevant export declaration before 1 January following the end of the marketing year during which the starch was produced;

(c) the starch in question has left the customs territory of the Community no later than 60 days after 1 January as specified in point (b);

(d) the product has been exported without refund.

Except in cases of *force majeure*, if all the conditions set out in the first subparagraph are not complied with, any quantity of starch which exceeds the subquota shall be regarded as having been disposed of on the internal market.

2. In cases of *force majeure*, the competent body of the Member State on whose territory the starch was produced shall adopt measures appropriate to the circumstances cited by the party concerned.

Where the starch is exported from the territory of a Member State other than the one where it was produced, those measures shall be taken after receiving the views of the competent authorities of that Member State.

3. For the purposes of this Regulation, Article 36 of Commission Regulation (EC) No 800/1999 [1] may be not invoked.

Article 13

1. By way of derogation from Article 12 of Commission Regulation (EC) No 1342/2003 [2] the security for export licences shall be EUR 23 per tonne.

2. Proof that the starch-producing undertaking in question has complied with the conditions laid down in the first subparagraph of Article 12(1) shall be furnished to the competent body of the Member State on whose territory the starch was produced, before 1 April of the calendar year following the end of the marketing year during which it was produced.

3. Such proof shall be furnished by the production of:

(a) an export licence issued to the starch-producing undertaking in question by the competent authority of the Member State referred to in paragraph 2 bearing one of the entries listed in Annex I, by way of derogation from Article 3 of Commission Regulation (EC) No 388/2009 [3];

(b) the documents referred to in Articles 31 and 32 of Commission Regulation (EC) No 376/2008 [4] required for the release of the security;

(c) a statement by the starch-producing undertaking certifying that it produced the starch.

4. When the unprocessed starch produced by a starch-producing undertaking is stored for export in a silo, warehouse or bin outside the factory of the manufacturer in the Member State of production, or in any other Member State, where other unprocessed starch produced by other undertakings or by the same one is also stored so that the products so stored cannot be physically distinguished, all such products shall be placed under administrative supervision offering guarantees equivalent to those of the customs services until the export declaration referred to in Article 12(1)(b) has been accepted, and shall be placed under customs supervision as soon as the declaration is accepted.

In the circumstances referred to in the first subparagraph when withdrawal from stock occurs before acceptance of the export declaration referred to in Article 12(1)(b), a proof shall be provided by the competent authorities of the Member State where storage took place.

When withdrawal from stock occurs after acceptance of the export declaration referred to in Article 12(1)(b), a proof within the meaning of Article 32(2)(a) of Regulation (EC) No 376/2008 shall be provided by the customs authorities of the Member State where storage took place.

The proof referred to in the second and third subparagraphs shall testify to the withdrawal from stock of the product in question or the corresponding substitute quantity within the meaning of the first subparagraph.

[1] OJ L 102, 17.4.1999, p. 11.
[2] OJ L 189, 29.7.2003, p. 12.
[3] OJ L 118, 13.5.2009, p. 72.
[4] OJ L 114, 26.4.2008, p. 3.

Article 14

1. The Member State concerned shall impose on the quantities which are considered to have been disposed of on the internal market, within the meaning of the second subparagraph of Article 12(1), in the case of unprocessed starch or any derived product listed in Annex I to Regulation (EC) No 388/2009 or falling within the scope of Commission Regulation (EC) No 1043/2005 [1], a flat rate amount calculated by tonne of unprocessed starch and equal to the Common Customs Tariff applicable by tonne of starch under CN code 1108 13 00 during the marketing year during which the starch or derived products were produced, plus 10 %.

2. The Member State concerned shall, before 1 May following 1 January as specified in Article 12(1)(b), notify the starch-producing undertakings of the total amount to be paid.

That total amount shall be paid by the starch-producing undertakings in question no later than 20 May of that year.

Article 15

1. In the event of the merger of starch-producing undertakings, the Member State shall allocate to the undertaking resulting from the merger a subquota equal to the sum of the subquotas allocated prior to the merger to the starch-producing undertakings concerned.

In the event of the transfer of ownership of a starch-producing undertaking, the Member State shall allocate to the transferee undertaking the subquota of the undertaking transferred. Where there is more than one transferee undertaking, the subquota shall be allocated in proportion to the production of starch which each has absorbed.

In the event of the transfer of ownership of a starch factory, the Member State shall reduce the subquota of the undertaking transferring ownership of the factory and increase the subquota of the starch-producing undertaking or undertakings purchasing the factory in question by the quantity deducted, in proportion to the production absorbed.

2. In the event of the closure, in circumstances other than those referred to in paragraph 1, of a starch-producing undertaking, or of one or more factories of a starch-producing undertaking, the Member State may allocate the subquotas involved by such closure to one or more starch-producing undertakings.

3. In the event of the lease of a factory belonging to a starch-producing undertaking, the Member State shall reduce the subquota of the undertaking which offers the factory for rent and shall allocate the portion by which the subquota was reduced to the undertaking which rents the factory in order to produce starch in it.

If the lease is terminated before the term referred to in Article 1(k), the adjustment of the subquota pursuant to the first subparagraph shall be cancelled retroactively by the Member State as from the date on which the lease took effect.

4. If following the application of the first subparagraph of paragraph 1 production ceases in the factories of one or more of the starch-producing undertakings that have merged, thus seriously threatening the continuing production of potatoes for the manufacture of starch in the area which had previously supplied this undertaking or these undertakings, the Member State may direct the merged undertaking to transfer to the Member State the subquota initially allocated to the enterprise whose factories have since ceased production. Any quota transferred in accordance with the first subparagraph of paragraph 1 may be reallocated by the Member State to any starch-producing undertaking that undertakes to manufacture the starch in the area concerned.

Article 16

When the closure of the undertaking or factory, the merger or transfer occurs between 1 July and 31 March of the following year, the measures referred to in Article 15 shall take effect for the marketing year current during that period.

When the closure of the undertaking or factory, the merger or transfer occurs between 1 April and 30 June of the same year, the measures referred to in Article 15 shall take effect for the marketing year following that period.

CHAPTER IV

NOTIFICATIONS

Article 17

By a date to be fixed by the Member State concerned, the starch-producing undertakings shall notify the competent authorities of:

— the quantities of starch potatoes which have benefited from the aid provided for in Article 77 of Regulation (EC) No 73/2009,

— the quantities of potato starch on which the premium provided for in Article 95a(1) of Regulation (EC) No 1234/2007 has been paid.

Article 18

1. By 30 June of each marketing year at the latest, the Member States shall notify the Commission of:

(a) the quantities of starch potatoes which have qualified under Article 77 of Regulation (EC) No 73/2009; where potatoes grown in other Member States have been used, the quantities are to be broken down per Member State of origin;

[1] OJ L 172, 5.7.2005, p. 24.

(b) the quantities of starch on which the premium provided for in Article 95a(1) of Regulation (EC) No 1234/2007 has been paid;

(c) the quantities and subquotas for the starch-producing undertakings concerned by Article 84a(5) of Regulation (EC) No 1234/2007 during the marketing year and the subquotas available for the following marketing year;

(d) the quantities to be exported without attracting refunds in accordance with Article 84a(4) of Regulation (EC) No 1234/2007;

(e) the quantities referred to in Article 11(3) and (4) of this Regulation;

(f) the quantities referred to in Article 14(1) of this Regulation.

2. Where Article 15 applies, by 30 June of each marketing year at the latest, the Member States shall supply the Commission with all the detailed information relating thereto, together with supporting documents showing that the conditions laid down have been observed.

CHAPTER V

GENERAL AND FINAL PROVISIONS

Article 19

Regulation (EC) No 2236/2003 is repealed.

References to the repealed Regulation shall be construed as references to this Regulation and shall be read in accordance with the correlation table in Annex III.

Article 20

This Regulation shall enter into force on 1 July 2009.

It shall apply for the marketing years 2009/2010, 2010/2011 and 2011/2012.

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

Done at Brussels, 30 June 2009.

For the Commission
Mariann FISCHER BOEL
Member of the Commission

ANNEX I

Entries referred to in Article 13, paragraph 3, point (a)

— *In Bulgarian:*	За износ без възстановяване в съответствие с член 84а, параграф 4 от Регламент (ЕО) № 1234/2007
— *In Spanish:*	Para exportación sin restitución, de conformidad con el artículo 84 *bis*, apartado 4 del Reglamento (CE) nº 1234/2007
— *In Czech:*	K vývozu bez náhrady podle článku 84a odst. 4 nařízení (ES) č. 1234/2007
— *In Danish:*	Skal eksporteres uden restitution, jf. artikel 84a, stk. 4 i forordning (EF) nr. 1234/2007
— *In German:*	Ausfuhr ohne Erstattung gemäß Artikel 84a Absatz 4 der Verordnung (EG) Nr. 1234/2007
— *In Estonian:*	Eksportimiseks ilma eksporditoetuseta määruse (EÜ) nr 1234/2007 artikli 84a lõike 4 kohaselt
— *In Greek:*	Προς εξαγωγή χωρίς επιστροφή σύμφωνα με το άρθρο 84α παράγραφος 4 του κανονισμού (ΕΚ) αριθ. 1234/2007
— *In English:*	For export without refund under Article 84a(4) of Regulation (EC) No 1234/2007
— *In French:*	À exporter sans restitution conformément à l'article 84 *bis*, paragraphe 4, du règlement (CE) nº 1234/2007
— *In Italian:*	Da esportare senza restituzione a norma dell'articolo 84 *bis*, paragrafo 4 del regolamento (CE) n. 1234/2007
— *In Latvian:*	Eksportam bez kompensācijas saskaņā ar Regulas (EK) Nr. 1234/2007 84.a panta 4. punktu
— *In Lithuanian:*	Eksportui be grąžinamosios išmokos pagal Reglamento (EB) Nr. 1234/2007 84a straipsnio 4 dalį
— *In Hungarian:*	Visszatérítés nélkül exportálandó az 1234/2007/EK rendelet 84a cikke 4. bekezdése szerint
— *In Maltese:*	Għall-esportazzjoni mingħajr rifużjoni skont l-Artikolu 84a (4) tar-Regolament (KE) Nru 1234/2007
— *In Dutch:*	Overeenkomstig artikel 84 bis, lid 4 van Verordening (EG) nr. 1234/2007 zonder restitutie uit te voeren
— *In Polish:*	Wywóz bez refundacji zgodnie z art. 84a ust. 4 rozporządzenia (WE) nr 1234/2007
— *In Portuguese:*	A exportar sem restituição em conformidade com o n.º 4 do artigo 84.º-A do Regulamento (CE) n.º 1234/2007
— *In Romanian:*	Pentru export fără restituire conform articolului 84a alineatul (4) din Regulamentul (CE) nr. 1234/2007
— *In Slovak:*	Na vývoz bez náhrady podľa článku 84a ods. 4 nariadenia (ES) č. 1234/2007
— *In Slovenian:*	Za izvoz brez nadomestila v skladu s členom 84a (4) Uredbe (ES) št. 1234/2007
— *In Finnish:*	Viedään tuetta asetuksen (EY) N:o 1234/2007 84a artiklan 4 kohdan mukaisesti
— *In Swedish:*	För export utan exportbidrag enligt artikel 84a.4 i förordning (EG) nr 1234/2007

ANNEX II

Repealed Regulation with its successive amendments

Commission Regulation (EC) No 2236/2003 (OJ L 339, 24.12.2003, p. 45)	
Commission Regulation (EC) No 1950/2005 (OJ L 312, 24.12.2003, p. 45)	Article 9 and Annex VIII only
Commission Regulation (EC) No 1713/2006 (OJ L 321, 21.11.2006, p. 11)	Article 13 only
Commission Regulation (EC) No 1913/2006 (OJ L 365, 21.12.2006, p. 52)	Article 25 only
Commission Regulation (EC) No 1996/2006 (OJ L 398, 30.12.2006, p. 1)	Article 14 and Annex X only

ANNEX III

Correlation table

Regulation (EC) No 2236/2003	This Regulation
Articles 1 to 9	Articles 1 to 9
Article 10(1), introductory sentence	Article 10(1), introductory sentence
Article 10(1), first indent	Article 10(1)(a)
Article 10(1), second indent	Article 10(1)(b)
Article 10(1), third indent	Article 10(1)(c)
Article 10(2) and (3)	Article 10(2) and (3)
Article 11(1) and (2)	Article 11(1) and (2)
Article 11(3), introductory sentence	Article 11(3), introductory sentence
Article 11(3), first indent	Article 11(3)(a)
Article 11(3), second indent	Article 11(3)(b)
Article 11(4), introductory sentence	Article 11(4), introductory sentence
Article 11(4), first indent	Article 11(4)(a)
Article 11(4), second indent	Article 11(4)(b)
Article 11(5), introductory sentence	Article 11(5), introductory sentence
Article 11(5), first indent	Article 11(5)(a)
Article 11(5), second indent	Article 11(5)(b)
Article 11(6)	Article 11(6)
Articles 12 and 13	Articles 12 and 13
Article 15	Article 14
Article 16	Article 15
Article 17	Article 16
Article 18	Article 17
Article 19	Article 18
Article 21	—
—	Article 19
Article 22, first subparagraph	Article 20, first subparagraph
Article 22, second subparagraph	—
—	Article 20, second subparagraph
Annex	Annex I
—	Annex II
—	Annex III

II

(Acts adopted under the EC Treaty/Euratom Treaty whose publication is not obligatory)

DECISIONS

COUNCIL

COUNCIL DECISION

of 19 January 2009

concerning the conclusion of an Agreement renewing the Agreement for scientific and technological cooperation between the European Community and the Government of the Republic of India

(2009/501/EC)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular the second paragraph of Article 170, in conjunction with the first sentence of the first subparagraph of Article 300(2), and the first subparagraph of Article 300(3) thereof,

Having regard to the proposal from the Commission,

Having regard to the Opinion of the European Parliament [1],

Whereas:

(1) By Decision 2002/648/EC [2] the Council approved the conclusion of the Agreement for scientific and technological cooperation between the European Community and the Government of the Republic of India (hereinafter the Agreement).

(2) Article 11(b) of the Agreement provides that the Agreement is to be concluded for an initial period of five years and may be renewed by mutual agreement between the Parties after evaluation during the last year of each successive period.

(3) At the EC-India S& Steering Committee meeting held in Brussels on 15 and 16 November 2006, both Parties expressed their interest for the renewal of the Agreement for five more years.

(4) The material content of the renewed Agreement is identical to the material content of the Agreement, which expired on 14 October 2007. The Parties consider that rapid renewal of the Agreement would be in their mutual interest.

(5) The Agreement is based on principles of partnership for balanced mutual benefits, reciprocity, timely exchange of information and appropriate protection of intellectual property rights.

(6) The Cooperation Agreement between the European Community and the Republic of India on Partnership and Development [3], signed on 20 December 1993, provides for the Contracting Parties to undertake to establish appropriate procedures to facilitate the greatest possible degree of participation by their scientists and research centres in cooperation in science and technology.

(7) Cooperation in science and technology is also one of the areas referred to in the India-EU Strategic Partnership Joint Action Plan of 7 September 2005 which, amongst others, seeks to increase mobility, exchanges and access of researchers between India and Europe.

(8) By its Decision of 26 November 2007, the Council authorised the signing of the Agreement renewing the Agreement (hereinafter renewed Agreement) on behalf of the Community.

[1] Opinion of 8 July 2008 (not yet published in the Official Journal).
[2] OJ L 213, 9.8.2002, p. 29.
[3] OJ L 223, 27.8.1994, p. 24.

(9) The renewed Agreement was signed on 30 November 2007,

(10) The renewed Agreement should be approved,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement renewing the Agreement for scientific and technological cooperation between the European Community and the Government of the Republic of India is hereby approved on behalf of the Community.

The text of the renewed Agreement is attached to this Decision.

Article 2

The President of the Council shall, on behalf of the Community, notify the Republic of India that the internal procedures necessary for the entry into force of the Agreement have been completed, in accordance with Article 11(a) of the renewed Agreement [1].

Done at Brussels, 19 January 2009.

For the Council

The President

P. GANDALOVIČ

[1] The date of entry into force of the renewed Agreement will be published in the *Official Journal of the European Union* by the General Secretariat of the Council.

AGREEMENT

renewing the Agreement for scientific and technological cooperation between the European Community and the Government of the Republic of India

THE EUROPEAN COMMUNITY, hereinafter referred to as 'the Community',

of the one part, and

THE GOVERNMENT OF THE REPUBLIC OF INDIA, hereinafter referred to as 'India',

of the one part,

hereinafter referred to as the 'Parties',

CONSIDERING the importance of science and technology for their economic and social development,

RECOGNISING that the Community and India are pursuing common research and technological objectives in a number of areas of common interest, and that mutual benefits may be derived if the Parties facilitate cooperation,

NOTING that there has been active cooperation and information exchange in a number of scientific and technological areas under the Cooperation Agreement between the Community and India on Partnership and Development signed on 20 December 1993,

CONSIDERING the EU-India Summit conclusions in Helsinki in October 2006, stating: 'The leaders look forward to the renewal of the EU-India S&T agreement in 2007',

DESIRING to expand the cooperation in scientific and technological research with a view to strengthening the conduct of cooperative activities in areas of common interest and to encouraging the application of the results of such cooperation to their economic and social benefit,

HAVE AGREED AS FOLLOWS:

Article 1

Purpose

The Parties shall encourage and facilitate cooperative research and development activities in science and technology fields of common interest between the Community and India.

Article 2

Definitions

For the purpose of this Agreement:

(a) 'cooperative activity' means any activity which the Parties undertake or support, pursuant to this Agreement, and includes joint research;

(b) 'information' means scientific or technical data, results or methods of research and development stemming from joint research carried out under this Agreement and any other data deemed necessary by the participants to cooperative activities, including, as necessary, by the Parties themselves;

(c) 'intellectual property' shall have the meaning defined in Article 2 of the Convention establishing the World Intellectual Property Organisation, done at Stockholm, 14 July 1967;

(d) 'joint research' means a research, technological development or demonstration project that is implemented with financial support from one or both Parties and that involves collaboration between participants from both the Community and India and is designated as joint research in writing by the Parties or the Executive Agents. Where there is funding by only one Party, the designation shall be made by that Party and the participant in that project;

(e) 'participant' or 'research entities' means any person, any academic institution, research institute or any other legal entity or undertaking or firm established in the Community or in India involved in cooperative activities including the Parties themselves.

Article 3

Principles

Cooperation shall be conducted on the basis of the following principles:

(a) partnership for balanced mutual benefits;

(b) reciprocal access to the activities of research and technological development undertaken by each Party;

(c) timely exchange of information which may affect cooperative activities;

(d) appropriate protection of intellectual property rights.

Article 4

Scope of cooperation

Cooperation under this Agreement may cover all the activities of research, technological development and demonstration, hereinafter referred to as 'RTD', included in the framework programme under Article 164 of the Treaty establishing the European Community and all similar RTD activities in India in the corresponding scientific and technological fields.

This Agreement does not affect the participation of India in other Community activities.

Article 5

Forms of cooperation

Cooperative activities may take the following forms:

— participation of Indian research entities in RTD projects under the framework programme and reciprocal participation of research entities established in the Community in Indian projects in similar sectors of RTD. Such participation is subject to the rules and procedures applicable in each Party,

— joint RTD Projects; the joint RTD projects shall be implemented when the participants have developed a technology management plan (concerning dissemination and use of, as well as access rights to knowledge), as indicated in the Annex,

— pooling of RTD projects already implemented according to the procedures applicable in the RTD programmes of each Party,

— visits and exchanges of scientists and technical experts,

— joint organisation of scientific seminars, conferences, symposia and workshops, as well as participation of experts in those activities,

— concerted actions for dissemination of results/exchange of experience on joint RTD projects that have been funded,

— exchanges and sharing of equipment and materials including shared use of advanced research facilities,

— exchanges of information on practices, laws, regulations and programmes relevant to cooperation under this Agreement,

— any other form recommended by the Steering Committee and deemed in conformity with the policies and procedures applicable in both Parties.

Article 6

Coordination and facilitation of cooperative activities

(a) The coordination and facilitation of cooperative activities under this Agreement shall be accomplished, on behalf of India, by the Ministry of Science and Technology (Department of Science and Technology) and, on behalf of the Community, by the services of the Commission of the European Communities, acting as executive agents.

(b) The executive agents shall establish a Steering Committee on S&T Cooperation, hereinafter referred to as the 'Steering Committee' for the management of this Agreement; this Committee shall consist of an equal number of official representatives of each Party and shall have Co-Chairpersons from the Parties; it shall establish its own rules of procedure.

(c) The functions of the Steering Committee shall include:

(i) promoting and overseeing the different cooperative activities as mentioned in Article 4 as well as those that would be implemented in the framework of other Community activities not covered by the framework programme, but which could affect and enhance the cooperation under this agreement;

(ii) facilitating the development of joint RTD projects, to be sponsored on a cost-sharing basis by the Parties, received in response to an approved Joint Call for Proposal text issued simultaneously by the Executive Agents. The joint projects will be selected by each Party according to the respective selection process of each Party with possible participation of the experts from both sides;

(iii) indicating, for the following year, pursuant to the first and second indents of Article 5, among the potential sectors for RTD cooperation, those priority sectors or subsectors of mutual interest in which cooperation is sought;

(iv) proposing, pursuant to the third indent of Article 5, to the participants of both Parties the pooling of their projects which would be of mutual benefit and complementary;

(v) making recommendations pursuant to the fourth to eighth indents of Article 5;

(vi) advising the Parties on ways to enhance and improve cooperation consistent with the principles set out in this Agreement;

(vii) reviewing the efficient functioning and implementation of this Agreement, including the activities there under;

(viii) annually providing a report to the Parties on the status, the level reached and the effectiveness of cooperation undertaken under this Agreement. This report will be transmitted to the Joint Commission established in the framework of the Cooperation Agreement between the European Community and India on Partnership and Development.

(d) The Steering Committee shall, as a general rule, meet annually, preferably before the meeting of the Joint Commission established in the framework of the Cooperation Agreement between the European Community and India on Partnership and Development, and according to a jointly agreed schedule; the meetings should be held alternately in the Community and in India. Extraordinary meetings may be organised at the request of either Party.

(e) Decisions of the Steering Committee shall be reached by consensus. Minutes, comprising of a record of decisions and principal points discussed, shall be taken at each meeting. These minutes shall be agreed upon by the designated Co-Chairpersons of the Steering Committee.

(f) For the Steering Committee Meeting, the travel and accommodation expenses of the participants shall be borne by the Parties to whom they relate. Any other cost associated with the Steering Committee Meeting shall be borne by the host Party.

Article 7

Funding

(a) Cooperative activities shall be subject to the availability of appropriate funds and to the laws and regulations (including those on tax and customs exemption) applicable in the territories of each Party and in accordance with policies and programmes of the Parties.

(b) Costs incurred on selected cooperative activities shall be shared by the participants without any transfer of funds from one Party to the other.

(c) An implementing arrangement would specify in greater details the precise administrative and financial modalities for cooperative activities.

(d) RTD projects, involving India, sponsored under Community activities not covered by the framework programme shall be excluded from the provisions specified under (b) and (c).

Article 8

Entry of personnel and equipment

Each Party shall take all reasonable steps and use its best efforts, within the laws and regulations applicable in the territories of each Party, to facilitate entry to, sojourn in, and exit from its territory of persons and equipment involved in or used in cooperative activities identified by the Parties under the provisions of this Agreement.

Article 9

Dissemination and utilisation of information

The dissemination and utilisation of information, and the management, allocation and exercise of intellectual property rights resulting from joint research under this Agreement shall be subject to the requirements of the Annex. This Annex shall be an integral part of this Agreement.

Article 10

Territorial application

This Agreement shall apply, on the one hand to the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty, and on the other hand, to the territory of India. This shall not prevent the conduct of cooperative activities on the high seas, outer space, or the territory of third countries, in accordance with international law.

Article 11

Entry into force, termination and dispute settlement

(a) This Agreement shall enter into force on the date on which the Parties have notified each other in writing that their respective internal procedures necessary for its entry into force have been completed.

(b) This Agreement shall be concluded for a period of five years and may be renewed by mutual agreement between the Parties after evaluation during the last year of the aforementioned period.

(c) This Agreement may be amended by agreement of the Parties. Amendments shall enter into force on the date on which the Parties have notified each other in writing that their respective internal procedures necessary for amending this Agreement have been completed.

(d) This Agreement may be terminated at any time by either Party upon six months' written notice. The expiration or termination of this Agreement shall not affect the validity or duration of any arrangements made under it, or any specific rights and obligations that have accrued in compliance with the Annex.

(e) All questions or disputes related to the interpretation or implementation of this Agreement shall be settled by mutual agreement between the Parties.

Article 12

This Agreement is drawn up in duplicate in the Bulgarian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, Swedish and Hindi languages, each of these texts being equally authentic.

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

Съставено в Ню Делхи на тридесети ноември две хиляди и седма година.
Hecho en Nueva Delhi, el treinta de noviembre de dos mil siete.
V Dillí dne třicátého listopadu dva tisíce sedm.
Udfærdiget i New Delhi den tredivte november to tusind og syv.
Geschehen zu New Delhi am dreißigsten November zweitausendsieben.
Kahe tuhande seitsmenda aasta novembrikuu kolmekümnendal päeval New Delhis.
Έγινε στο Νέο Δελχί, στις τριάντα Νοεμβρίου δύο χιλιάδες επτά.
Done at New Delhi on the thirtieth day of November in the year two thousand and seven.
Fait à New Delhi, le trente novembre deux mille sept.
Fatto a Nuova Delhi, addì trenta novembre duemilasette.
Ņūdeli, divtūkstoš septītā gada trīsdesmitajā novembrī.
Priimta du tūkstančiai septintųjų metų lapkričio trisdešimtą dieną Naujajame Delyje.
Kelt Újdelhiben, a kétezer-hetedik év november harmincadik napján.
Magħmul fi New Delhi, fit-tletin jum ta' Novembru tas-sena elfejn u sebgħa.
Gedaan te New Delhi, de dertigste november tweeduizend zeven.
Sporządzono w Nowym Delhi, dnia trzydziestego listopada roku dwa tysiące siódmego.
Feito em Nova Delhi, em trinta de Novembro de dois mil e sete.
Întocmit la New Delhi, la treizeci noiembrie două mii șapte.
V Dillí tridsiateho novembra dvetisícsedem.
V New Delhiju, dne tridesetega novembra leta dva tisoč sedem.
Tehty New Delhissä kolmantenakymmenentenä päivänä marraskuuta vuonna kaksituhattaseitsemän.
Som skedde i New Delhi den trettionde november tjugohundrasju.
करार नई दिल्ली में वर्ष दो हजार सात के नवम्बर माह के तीसवें दिन किया गया

За Европейската общност
Por la Comunidad Europea
Za Evropské společenství
På vegne af Det Europæiske Fællesskab
Für die Europäische Gemeinschaft
Euroopa Ühenduse nimel
Για την Ευρωπαϊκή Κοινότητα
For the European Community
Pour la Communauté européenne
Per la Comunità europea
Eiropas Kopienas vārdā
Europos Bendrijos vardu
Az Európai Közösség részéről
Għall-Komunità Ewropea
Voor de Europese Gemeenschap
W imieniu Wspólnoty Europejskiej
Pela Comunidade Europeia
Pentru Comunitatea Europeană
Za Európske spoločenstvo
Za Evropsko skupnost
Euroopan yhteisön puolesta
För Europeiska gemenskapen
यूरोपीय समुदाय की ओर से

За правителството на Република Индия
Por el Gobierno de la República de la India
Za vládu Indické republiky
På vegne af regeringen for Republikken Indien
Für die Regierung der Republik Indien
India Vabariigi valitsuse nimel
Για την κυβέρνηση της Δημοκρατίας της Ινδίας
For the Government of the Republic of India
Pour le gouvernement de la République de l'Inde
Per il governo della Repubblica dell'India
Indijas Republikas valdības vārdā
Indijos Respublikos Vyriausybės vardu
Az Indiai Köztársaság kormánya részéről
Għall-Gvern tar-Repubblika ta' l-Indja
Voor de Regering van de Republiek India
W imieniu Rządu Republiki Indii
Pelo Governo da República Índia
Pentru Guvernul Republicii India
Za vládu Indickej republiky
Za Vlado Republike Indije
Intian tasavallan hallituksen puolesta
För Republiken Indiens regering
भारत गणराज्य की सरकार की ओर से

ANNEX

INTELLECTUAL PROPERTY RIGHTS

Rights to intellectual property created or furnished under the Agreement shall be allocated as provided in this Annex.

APPLICATION

This Annex is applicable to joint research undertaken pursuant to the Agreement, except as otherwise agreed by the Parties.

I. **Ownership, allocation and exercise of rights**

1. For purpose of this Annex 'intellectual property' is defined in Article 2(c) of the Agreement.

2. This Annex addresses the allocation of rights and interests of the Parties and their participants. Each Party and its participants shall ensure that the other Party and its participants may obtain the rights to intellectual property allocated to it in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation of rights, interests and royalties between a Party and its nationals or participants, and the rules of diffusion and utilisation of information, which will be determined by the laws and practices of each Party.

3. The Parties will also be guided by, and contractual arrangements should provide for, the following principles:

   (a) effective protection of intellectual property. The Parties shall ensure that they and/or their participants notify one another within a reasonable time of the creation of any intellectual property arising under the Agreement or implementation arrangements and to seek protection for such intellectual property in a timely fashion;

   (b) effective exploitation of results, taking into account the contributions of the Parties and their participants;

   (c) non-discriminatory treatment of participants from the other Party as compared with the treatment given to its own participants, with regard to ownership, utilisation and dissemination of information and ownership, allocation and exercise of intellectual property rights;

   (d) protection of business-confidential information.

4. The participants shall jointly develop a Technology Management Plan (TMP). The TMP is a specific agreement to be concluded between the participants in joint research defining their respective rights and obligations, including those in respect of the ownership and use, including publication, of information and intellectual property to be created in the course of joint research. With respect to intellectual property (IP), the TMP will normally address, among other things, ownership, protection, user rights for research and development purposes, exploitation and dissemination, including arrangements for joint publication, the rights and obligations of visiting researchers and dispute settlement procedures. The TMP shall also address foreground and background information, licensing and deliverables. The TMP shall be developed within the rules and regulations in force in each Party taking into account the aims of the joint research, the relative financial or other contributions of the Parties and participants, the advantages and disadvantages of licensing by territory or for fields of use, requirements imposed by applicable laws, the need for dispute settlement procedures and other factors deemed appropriate by the participants. The rights and obligations concerning the research generated by visiting researchers (i.e. researchers not coming from a Party or a participant) in respect of IP shall also be addressed in the joint technology management plans. The TMP shall be approved by the responsible funding agency, or department of the Party involved in financing the research, before the conclusion of the specific research and development cooperation contracts to which they are attached.

5. Information or intellectual property created in the course of joint research and not addressed in a TMP will be allocated according to the principles set out in the TMP. In the event of a disagreement which cannot be resolved by the agreed dispute settlement procedure, such information or IP shall be owned jointly by all the participants involved in the joint research from which the information or IP results. Each participant to whom this provision applies shall have the right to use such information or IP for his own commercial exploitation with no geographical limitation.

6. In accordance with applicable laws, each Party will ensure that the other Party and its participants may have the rights to IP allocated to them.

7. While maintaining the condition of competition in areas affected by the Agreement, each Party shall endeavour to ensure that rights acquired pursuant to the Agreement, and arrangements made under it, are exercised in such a way as to encourage, in particular:

   (i) the dissemination and use of information created, disclosed or otherwise made available, under the Agreement; and

   (ii) the adoption and implementation of international standards.

8. Termination or expiry of the Agreement will not affect rights or obligations of participants with regard to intellectual property under approved ongoing projects in accordance with this Annex.

II. **Copyright works and scientific literary works**

Copyright belonging to the Parties or to their participants shall be accorded treatment consistent with the Berne Convention (Paris Act 1971) and the TRIPS Agreement. Without prejudice to Section III, and unless otherwise agreed in the TMP, results of research shall be published jointly by the Parties or participants. Subject to the foregoing general rule, the following procedures shall apply:

1. In the case of publication by a Party or public bodies of that Party of scientific and technical journals, articles, reports, books, including video and software arising from joint research pursuant to the Agreement, the other Party will be entitled to a worldwide, non-exclusive, irrevocable, royalty-free license to translate, reproduce, adapt, transmit and publicly distribute such works.

2. The Parties shall endeavour to disseminate literary works of a scientific character arising from joint research pursuant to the Agreement and published by independent publishers as widely as possible.

3. All copies of a copyright work to be publicly distributed and prepared under this provision shall indicate the names of the author(s) of the work unless an author explicitly declines to be named. Copies shall also bear a clearly visible acknowledgement of the cooperative support of the Parties.

III. **Undisclosed information**

A. *Documentary undisclosed information*

1. Each Party, its agencies or its participants, as appropriate, shall identify at the earliest possible moment, and preferably in the TMP, the information that they wish to remain undisclosed in relation to the Agreement, taking into account, inter alia, the following criteria:

   (a) secrecy of the information in the sense that it is not, as a body or in the precise configuration or assembly of its components, generally known among, or readily accessible by lawful means to, experts in the fields;

   (b) the actual or potential commercial value of the information by virtue of its secrecy;

   (c) previous protection of the information in the sense that it has been subject to steps that were reasonable under the circumstances by the person lawfully in control, to maintain its secrecy. The Parties and their participants may in certain cases agree that, unless otherwise indicated, parts or all of the information provided, exchanged or created in the course of joint research pursuant to the Agreement may not be disclosed.

2. Each Party shall ensure that it and its participants clearly identify undisclosed information, for example by means of an appropriate marking or restrictive legend. This also applies to any reproduction of the said information, in whole or in part. A Party receiving undisclosed information pursuant to the Agreement will respect the privileged nature thereof. These limitations shall automatically terminate when this information is disclosed by the owner into the public domain.

3. Undisclosed information communicated under this Agreement may be disseminated by the receiving Party to persons within or employed by the receiving Party and other concerned departments or agencies of the receiving Party authorised for the specific purposes of the joint research under way, provided that any undisclosed information so disseminated shall be pursuant to a written agreement of confidentiality and shall be readily recognisable as such, as set out above.

4. With the prior written consent of the Party providing undisclosed information under this Agreement, the receiving Party may disseminate such undisclosed information more widely than otherwise permitted in paragraph 3. The Parties shall cooperate in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will grant such approval to the extent permitted by its domestic policies, regulations and laws.

B. *Non-documentary undisclosed information*

Non-documentary undisclosed or other confidential information provided in seminars and other meetings arranged under this Agreement, or information arising from the attachment of staff, use of facilities, or joint projects, shall be treated by the Parties or their participants according to the principles specified for documentary information in the Agreement; provided, however, that the recipient of such undisclosed or other confidential or privileged information has been made aware in advance and in written form of the confidential character of the information to be communicated.

C. *Control*

Each Party shall endeavour to ensure that undisclosed information received by it under this Agreement is controlled as provided herein. If one of the Parties becomes aware that it will be, or may be reasonably expected to become, unable to meet the non-dissemination provisions of sections A and B, it shall immediately inform the other Party. The Parties will thereafter consult to define an appropriate course of action.

COUNCIL DECISION

of 19 January 2009

on the conclusion on behalf of the Community of the Agreement on scientific and technological cooperation between the European Community and the Government of New Zealand

(2009/502/EC)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 170 in conjunction with the first sentence of the first subparagraph of Article 300(2) and the first subparagraph of Article 300(3) thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament [1],

Whereas:

(1) The Commission has negotiated, on behalf of the Community, an Agreement on scientific and technological cooperation with the Government of New Zealand.

(2) The Agreement was signed on 16 July 2008 in Brussels, subject to its conclusion at a later date.

(3) The Agreement should be approved,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement on scientific and technological cooperation between the European Community and the Government of New Zealand (hereinafter referred to as the Agreement) is hereby approved on behalf of the Community.

Article 2

The Commission shall represent the Community and adopt the position of the Community to be taken in the Joint Committee on Scientific and Technological Cooperation, established by Article 6(1) of the Agreement with regard to technical amendments to the Agreement in accordance with Article 6(3)(c) of the Agreement.

Article 3

The President of the Council shall, on behalf of the European Community, give the notification provided for in Article 13(1) of the Agreement.

Done at Brussels, 19 January 2009.

For the Council

The President

P. GANDALOVIČ

[1] Opinion delivered on 21 October 2008 (not yet published in the Official Journal).

AGREEMENT

on scientific and technological cooperation between the European Community and the Government of New Zealand

THE EUROPEAN COMMUNITY hereinafter referred to as 'the Community',

and

THE GOVERNMENT OF NEW ZEALAND,

hereinafter jointly referred to as 'the Parties',

CONSIDERING that the Parties are pursuing research, technological development and demonstration activities in a number of areas of common interest, and being aware of the rapid expansion of scientific knowledge and its positive contribution in promoting bilateral and international cooperation,

NOTING that there has been cooperation and information exchange in a number of scientific and technological areas under the Arrangement between the Commission of the European Communities and the Government of New Zealand for Cooperation in Science and Technology of 17 May 1991,

WISHING to broaden the scope of scientific and technological cooperation in a number of areas of common interest through the creation of a productive partnership for peaceful purposes and mutual benefit,

NOTING that such cooperation and the application of the results of such cooperation will contribute to the economic and social development of the Parties, and

DESIRING to establish a formal framework to implement the overall cooperative activities that will strengthen cooperation in 'science and technology' between the Parties,

HAVE AGREED AS FOLLOWS:

Article 1

Definitions

For the purposes of this Agreement:

1. 'cooperative activities' means both direct cooperative activities and indirect cooperative activities;

2. 'direct cooperative activities' means cooperative activities carried out in the areas of science and technology between the Parties or their executive agents;

3. 'indirect cooperative activities' means cooperative activities, other than direct cooperative activities, in the areas of science and technology carried out between the Government of New Zealand or participants of New Zealand on the one hand, and the Community or participants of the Community on the other, through:

   (a) the participation of the Government of New Zealand or New Zealand participants in the Community Framework Programme under Article 166 of the Treaty establishing the European Community (hereinafter referred to as the Framework Programme); and

   (b) the participation of the Community or participants of the Community in New Zealand research programmes or projects in science and technology fields similar to those covered by the Framework Programme;

4. 'intellectual property' shall have the meaning given in Article 2 of the Convention establishing the World Intellectual Property Organisation, done at Stockholm on 14 July 1967;

5. 'participant' means any natural person ordinarily resident in New Zealand or the Community, or any legal person established in New Zealand or in the Community having legal personality and being entitled to rights and subject to obligations of any kind in its own name and does not include the Parties. For the avoidance of doubt, New Zealand crown entities are participants and are not included within the meaning of 'a Party'. The EC Joint Research Centre (JRC) will be both, a participant, for the purpose of participating in indirect cooperative activities, and an executive agent, for the purpose of carrying out direct cooperative activities.

Article 2

Purpose and principles

1. The Parties shall encourage, develop and facilitate cooperative activities for peaceful purposes in accordance with this Agreement and the laws and regulations of both Parties.

2. Cooperative activities shall be carried out on the basis of the following principles:

(a) mutual and equitable contributions and benefits;

(b) mutual access for participants to research programmes or projects operated or funded by the other Party;

(c) timely exchange of information which may concern cooperative activities;

(d) promotion of knowledge-based societies for the economic and social development of both Parties; and

(e) protection of intellectual property rights in accordance with Article 8.

Article 3

Cooperative activities

1. Direct cooperative activities under this Agreement may include:

(a) meetings of various forms, including those of experts, to discuss and exchange information on scientific and technological topics of a general or specific nature and to identify research and development projects and programmes that may be undertaken on a cooperative basis;

(b) exchange of information on activities, policies, practices, laws and regulations concerning research and development;

(c) visits and exchanges of scientists, technical personnel and other experts on general or specific subjects; and

(d) other forms of activities in the areas of science and technology, including implementation of cooperative projects and programmes, which may be decided upon by the Joint Committee referred to in Article 6, in accordance with the respective laws and regulations of the Parties.

2. For the purpose of developing indirect cooperative activities, any New Zealand participant or participant of the Community may collaborate in any research programme or project operated or funded by the other Party, with the agreement of the other participants in that programme or project and in accordance with the respective laws and regulations of the Parties and the relevant rules of participation in such programmes or projects.

3. Within the framework of this Agreement, in case one Party concludes a contract with a participant of the other Party for an indirect cooperative activity, the other Party, upon request, shall endeavour to provide any reasonable and feasible assistance as may be necessary or helpful to the former Party for smooth implementation of such contract.

4. The coordination and facilitation of cooperative activities under this Agreement shall be carried out, on behalf of New Zealand, by the Ministry of Research, Science and Technology or its successor agency and, on behalf of the Community, by the services of the Commission of the European Communities, who shall act as executive agents.

Article 4

Implementing arrangements

1. Where appropriate, cooperative activities may take place pursuant to implementing arrangements between the Parties or between the Commission and New Zealand organisations that fund research programmes or projects on behalf of the New Zealand Government. These arrangements may set out:

(a) the nature and duration of cooperation in a specific area or for a specific purpose;

(b) the treatment of intellectual property generated by the cooperation, consistent with this Agreement;

(c) any applicable funding commitments;

(d) the allocation of costs associated with the cooperation; and

(e) any other relevant matters.

2. Cooperative activities ongoing at the entry into force of this Agreement shall be incorporated under this Agreement as of that date.

Article 5

Entry of personnel and equipment

Each Party shall, in accordance with the relevant laws and regulations of the Parties and EU Member States, facilitate entry to and exit from its territory of personnel, material and equipment of the participants engaged in or used in cooperative activities.

Article 6

Joint Committee

1. For the purpose of ensuring the effective implementation of this Agreement, the executive agents shall establish a Joint Committee on Scientific and Technological Cooperation (hereinafter referred to as the Joint Committee). The Joint Committee shall consist of representatives of each Party and shall be co-chaired by representatives of both Parties.

2. The Joint Committee shall meet, at least every two years, alternately in New Zealand and the Community.

3. The functions of the Joint Committee shall be to:

(a) exchange views and information on scientific and technological policy issues;

(b) make recommendations to the Parties with regard to the implementation of this Agreement, including the identification and recommendation of additions to the cooperative activities referred to in Article 3 and concrete measures to improve the mutual access provided for under Article 3(2);

(c) make, subject to each Party's domestic approval processes, technical amendments to this Agreement as may be required; and

(d) at each meeting, review and provide a report to the Parties on the status, the achievements and the effectiveness of cooperative activities, including the mutual access provided for under Article 3(2) and each Party's arrangements for visiting researchers.

4. The Joint Committee shall establish its own rules of procedure. Its decisions shall be reached by consensus.

5. The expenses of representatives to Joint Committee meetings, such as travel costs and accommodation, shall be borne by the Party to which they relate. Any other costs associated with these meetings shall be borne by the host Party.

Article 7

Funding

1. Each Party's implementation of this Agreement shall be subject to the availability of appropriated funds and the applicable laws and regulations of that Party.

2. The costs of cooperative activities shall be borne as decided by the participants or the Parties involved.

3. When one Party provides financial support to participants of the other Party in connection with indirect cooperative activities, any grants and financial or other contributions from the funding Party to participants of the other Party in support of those activities shall be granted tax exemption in accordance with the relevant laws and regulations in force in the territories of each Party at the time such grants and financial or other contributions are made.

Article 8

Information and intellectual property rights

1. Scientific and technological information of a non-proprietary nature arising from cooperative activities may be made available to the public by either Party through customary channels and in accordance with its general procedures.

2. Each Party shall ensure that its treatment of the intellectual property rights and obligations of participants in indirect cooperative activities, and the related rights and obligations arising from such participation, shall be consistent with the relevant laws and regulations and international conventions, including the Agreement on trade-related aspects of intellectual property rights, Annex 1C of the Marrakech Agreement establishing the World Trade Organisation as well as the Paris Act of 24 July 1971 of the Berne Convention for the protection of literary and artistic works and the Stockholm Act of 14 July 1967 of the Paris Convention for the protection of industrial property.

3. Each Party shall ensure that the participants in indirect cooperative activities of the other Party shall have the same treatment with regard to intellectual property as is accorded to the participants of the first Party under the relevant rules of participation of each research programme or project, or its applicable laws and regulations.

Article 9

Territorial application

This Agreement shall apply:

(a) to the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty; and

(b) to the territory of New Zealand.

This shall not prevent the conduct of cooperative activities on the high seas, in outer space or the territory of third countries, in accordance with international law.

Article 10

Other agreements and dispute settlement

1. The provisions of this Agreement shall not prejudice the rights and obligations of the Parties under existing and/or future agreements between the Parties, or between any Member State of the Community and the Government of New Zealand.

2. Any questions or disputes related to the interpretation or implementation of this Agreement shall be settled by consultation between the Parties.

Article 11

Status of the Annex

The Annex to this Agreement constitutes a non-binding arrangement between the executive agents regarding intellectual property rights and other proprietary rights created or introduced in the course of direct cooperative activities.

Article 12

Amendment

Except for the technical amendments made by the Joint Committee under Article 6(3)(c), this Agreement may be amended with the mutual consent of the Parties through the exchange of diplomatic notes. Except as otherwise agreed by the Parties, an amendment shall enter into force on the date on which the Parties exchange diplomatic notes informing each other of the completion of their respective internal procedures for entry into force of the amendment.

Article 13

Entry into force and termination

1. This Agreement shall enter into force on the date on which the Parties exchange diplomatic notes informing each other of the completion of their respective internal procedures necessary for the entry into force of this Agreement.

2. This Agreement shall remain in force for an initial period of five years. Unless either Party notifies the other that this Agreement terminates at the end of the initial period, this Agreement shall continue in force after the initial period until such time as either Party gives notice in writing to the other Party of its intention to terminate this Agreement. In such case this Agreement shall cease to have effect six months after the receipt of such notification.

3. The termination of this Agreement shall be without prejudice to any cooperative activities not fully executed at the time of the termination of this Agreement or to any specific rights and obligations that have accrued in compliance with the Annex to this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by the European Community and the Government of New Zealand respectively, have signed this Agreement.

DONE in duplicate at Brussels on the sixteenth day of July in the year two thousand and eight, in the Bulgarian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, each text being equally authentic.

Съставено в Брюксел на шестнадесети юли две хиляди и осма година.
Hecho en Bruselas, el dieciséis de julio de dos mil ocho.
V Bruselu dne šestnáctého července dva tisíce osm.
Udfærdiget i Bruxelles den sekstende juli to tusind og otte.
Geschehen zu Brüssel am sechzehnten Juli zweitausendacht.
Kahe tuhande kaheksanda aasta juulikuu kuueteistkümnendal päeval Brüsselis.
Έγινε στις Βρυξέλλες, στις δεκαέξι Ιουλίου δύο χιλιάδες οκτώ.
Done at Brussels on the sixteenth day of July in the year two thousand and eight.
Fait à Bruxelles, le seize juillet deux mille huit.
Fatto a Bruxelles, addì sedici luglio duemilaotto.
Briselē, divtūkstoš astotā gada sešpadsmitajā jūlijā.
Priimta du tūkstančiai aštuntų metų liepos šešioliktą dieną Briuselyje.
Kelt Brüsszelben, a kétezer-nyolcadik év július tizenhatodik napján.
Magħmul fi Brussell, fis-sittax-il jum ta' Lulju tas-sena elfejn u tmienja.
Gedaan te Brussel, de zestiende juli tweeduizend acht.
Sporządzono w Brukseli, dnia szesnastego lipca roku dwa tysiące ósmego.
Feito em Bruxelas, em dezasseis de Julho de dois mil e oito.
Întocmit la Bruxelles, la data de șaisprezece iulie două mii opt.
V Bruseli šestnásteho júla dvetisícosem.
V Bruslju, dne šestnajstega julija leta dva tisoč osem.
Tehty Brysselissä kuudentenatoista päivänä heinäkuuta vuonna kaksituhattakahdeksan.
Som skedde i Bryssel den sextonde juli tjugohundraåtta.

За Европейската общност
Por la Comunidad Europea
Za Evropské společenství
På vegne af Det Europæiske Fællesskab
Für die Europäische Gemeinschaft
Euroopa Ühenduse nimel
Για την Ευρωπαϊκή Κοινότητα
For the European Community
Pour la Communauté européenne
Per la Comunità europea
Eiropas Kopienas vārdā
Europos bendrijos vardu
Az Európai Közösség részéről
Għall-Komunità Ewropea
Voor de Europese Gemeenschap
W imieniu Wspólnoty Europejskiej
Pela Comunidade Europeia
Pentru Comunitatea Europeană
Za Európske spoločenstvo
Za Evropsko skupnost
Euroopan yhteisön puolesta
På Europeiska gemenskapen

За правителството на Нова Зеландия
Por el Gobierno de Nueva Zelanda
Za vládu Nového Zélandu
På vegne af New Zealands regering
Für die Regierung Neuseelands
Uus-Meremaa valitsuse nimel
Για την κυβέρνηση της Νέας Ζηλανδίας
For the Government of New Zealand
Pour le gouvernement de la Nouvelle-Zélande
Per il governo della Nuova Zelanda
Jaunzēlandes valdības vārdā
Naujosios Zelandijos Vyriausybės vardu
Új-Zéland kormánya részéről
Għall-Gvern ta' New Zealand
Voor de regering van Nieuw-Zeeland
W imieniu rządu Nowej Zelandii
Pelo Governo da Nova Zelândia
Pentru Guvernul Noii Zeelande
Za vládu Nového Zélandu
Za vlado Nove Zelandije
Uuden-Seelannin hallituksen puolesta
För Nya Zeelands regering

ANNEX

Arrangement regarding intellectual property rights and other proprietary rights created or introduced in the course of direct cooperative activities between New Zealand and the European Community

The Ministry of Research, Science and Technology, and the Commission of the European Communities (the executive agents), consistent with Article 11 of the Agreement on scientific and technological cooperation between the European Community and the Government of New Zealand (the Agreement) have reached the following understandings regarding the protection of intellectual property rights created or introduced in the course of direct cooperative activities (as defined in Article 1 of the Agreement) under the Agreement:

1. Unless otherwise mutually decided by the executive agents, the following rules will apply to intellectual property rights created or introduced by the Parties in the course of direct cooperative activities:

   (a) The Party creating the intellectual property will have full ownership. In cases where the intellectual property has been jointly created and the respective share of the work by the two Parties cannot be ascertained, the Parties will have joint ownership of the intellectual property.

   (b) Except as set out in paragraph 2, the Party owning or introducing the intellectual property will grant the other Party the access rights necessary to carry out any direct cooperative activities. Such access rights will be granted on a royalty-free basis.

   (c) Except as set out in paragraph 2, where the Parties jointly own the intellectual property, each Party will grant the other Party a non-exclusive, irrevocable, royalty-free license to use and exploit that intellectual property for the other Party's own purposes.

2. Unless otherwise mutually decided by the executive agents, the following rules will apply to copyrights and related rights of the Parties created or introduced by the Parties in the course of direct cooperative activities:

   (a) When a Party publishes scientific and technical data, information or results arising from and relating to cooperative activities, by means of journals, articles, reports, books, the Internet, or in other forms, including video tapes and electronic storage devices, the publishing Party will make utmost efforts to obtain for the other Party, non-exclusive, irrevocable, royalty-free licences in all countries where copyright protection is available, in order to translate, reproduce, adapt, transmit and publicly distribute such works. However, the publishing Party has no obligation to obtain such licenses from third parties that the publishing Party did not know, at the time of first publication, owned any intellectual property in such works.

   (b) All publicly distributed copies of a copyrighted work under the provisions of paragraph 2(a) will indicate the name(s) of the author(s) of the work unless the author(s) explicitly declines to be named. They will also display a clearly visible acknowledgement of the cooperative support of the Parties.

3. Unless otherwise mutually decided by the executive agents, all intellectual property under paragraphs 1 and 2 will be provided without any warranty, express or implied, including warranties as to fitness for a particular purpose, title or non-infringement.

4. Unless otherwise mutually decided by the executive agents, the following rules will apply to the undisclosed information of the Parties:

   (a) When communicating to the other Party information necessary to carry out direct cooperative activities, each Party will identify the information which it wishes to remain undisclosed (undisclosed information).

   (b) A Party receiving undisclosed information may communicate that information to its agencies, or persons employed through these agencies, for the specific purpose of carrying out direct cooperative activities. The receiving Party will impose an obligation of confidentiality for such undisclosed information on the agencies, their employees and third parties, including contractors and sub-contractors.

   (c) Only with the prior written consent of the Party providing the undisclosed information, should the other Party disseminate such undisclosed information more widely than is permitted in paragraph 4(b).The Parties will cooperate to develop procedures for the request and obtaining of prior written consent for such wider dissemination. Upon request, each Party will grant such consent to the extent permitted by its laws and regulations.

(d) Information arising from seminars, meetings, assignments of staff and of the use of facilities arranged under the Agreement will be treated as undisclosed information when the Party providing the information identifies it as such, according to paragraph 4(a).

(e) If one Party becomes aware that it will be, or expects to become, unable to meet the restrictions and conditions of dissemination of this Annex, it will immediately inform the other Party. The Parties will thereafter consult to define an appropriate course of action.

5. This Arrangement can be modified with the written mutual consent of the executive agents.

6. This Arrangement will enter into effect on the day the Agreement enters into force.

DECISION No 3/2009 OF THE ACP-EC COMMITTEE OF AMBASSADORS

of 5 June 2009

reconstituting the membership of the Executive Board of the Centre for the Development of Enterprise (CDE)

(2009/503/EC)

THE ACP-EC COMMITTEE OF AMBASSADORS,

Having regard to the Partnership Agreement between the members of the African, Caribbean and Pacific (ACP) Group of States of the one part, and the European Community and its Member States, of the other part, signed in Cotonou (Benin) on 23 June 2000 [1], as revised by the Agreement [2] amending that ACP-EC Partnership Agreement, signed in Luxembourg on 25 June 2005, and in particular Article 2(7) of Annex III thereto,

Whereas:

(1) By Decision No 2/2008 of 7 March 2008, the ACP-EC Committee of Ambassadors appointed the members of the Executive Board of the Centre for the Development of Enterprise (three EU members and three ACP members) for a five-year term of office, subject to review after one year for the EU members and after two and a half years for the ACP members.

(2) The European Union has expressed its intention of reconstituting the EU membership of that Board for the remainder of the current term of office and has nominated three new candidates.

(3) It is therefore necessary to appoint the new members of the Executive Board,

HAS DECIDED AS FOLLOWS:

Article 1

The following are hereby appointed members of the Executive Board of the Centre for the Development of Enterprise, in place of Mr Jens Peter BREITENGROSS, Mr Philippe GAUTIER and Mr Sean MAGEE:

— Mr Bayo AKINDEINDE, Mr Giovannangelo MONTECCHI PALAZZI and Ms Vera VENCLIKOVA.

Article 2

For the remainder of the current term of office, ending on 6 March 2013, the composition of the CDE Executive Board is thus as follows:

— Mr Ibrahim IDDI ANGO,

— Mr Adrien SIBOMANA,

— Ms Valerie Patricia VEIRA,

— Mr Bayo AKINDEINDE,

— Mr Giovannangelo MONTECCHI PALAZZI,

— Ms Vera VENCLIKOVA.

Article 3

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

Done at Brussels, 5 June 2009.

For the ACP-EC Committee of Ambassadors
The Chairman
Joseph MA'AHANUA

[1] OJ L 317, 15.12.2000, p. 3.
[2] OJ L 209, 11.8.2005, p. 27.

COMMISSION

COMMISSION DECISION

of 28 May 2009

amending Decision 97/245/EC, Euratom laying down the arrangements for the transmission of information to the Commission by Member States under the Communities' own resources system

(notified under document number C(2009) 4072)

(2009/504/EC, Euratom)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to the Treaty establishing the European Atomic Energy Community,

Having regard to Council Decision 2007/436/EC, Euratom of 7 June 2007 on the system of the European Communities' own resources [1],

Having regard to Council Regulation (EC, Euratom) No 1150/2000 of 22 May 2000 implementing Decision 2007/436/EC, Euratom on the system of the European Communities own resources [2] and in particular the third subparagraph of Article 6(4) and Article 17(3) and (5) thereof,

Having consulted the Advisory Committee on the Communities' own resources, provided for in Article 20 of Regulation (EC, Euratom) No 1150/2000,

Whereas:

(1) Commission Decision 97/245/EC, Euratom [3] laid down models for the statements of the Member States accounts for own resources to be sent to the Commission.

(2) Following the implementation in Community law of the agreements concluded during the Uruguay round there is no longer any material difference between agricultural duties and customs duties. Moreover, Decision 2007/436/EC, Euratom does not make this distinction. It is therefore appropriate to remove this distinction from the models contained in Annexes I and III to Decision 97/245/EC, Euratom.

(3) Further, Council Regulation (EC) No 318/2006 of 20 February 2006 on the common organisation of the markets in the sugar sector [4] introduced, amongst other measures, a production charge to contribute to the financing of expenditure and a levy on the surplus amount to prevent the accumulation of surpluses. Moreover, under certain conditions, one-off amounts are to be paid for additional sugar quotas and for supplementary isoglucose quotas. As these levies are own resources, the models contained in Annexes I and III to Decision 97/245/EC, Euratom must therefore be adapted.

(4) Steps should also be taken to capitalise on the experience acquired by the Member States in producing the accounting statements provided for in Article 6(3)(a) and (b) of Regulation (EC, Euratom) No 1150/2000 and to improve the presentation of the forms drawn up in line with the models contained in Annexes I and III to Decision 97/245/EC, Euratom.

(5) Decision No 97/245/EC, Euratom lays down the detailed arrangements for the transmission of information and establishes a form for reporting, in the context of the annual report, cases of irrecoverability as referred to in Article 17(2) of Regulation (EC, Euratom) No 1150/2000.

(6) Given the experience acquired in the transmission of the relevant information it is necessary to take measures to ensure that all the facts necessary for the full examination of cases of irrecoverability reported by the Member States are provided to the Commission.

(7) The arrangements for the transmission of reports and efficient management of information should be adapted to the growing number of cases of irrecoverability by introducing a new electronic management and information system which should be used by the Member States to send their reports electronically in cases where amounts are declared or deemed irrecoverable.

[1] OJ L 163, 23.6.2007, p. 17.
[2] OJ L 130, 31.5.2000, p. 1.
[3] OJ L 97, 12.4.1997, p. 12.
[4] OJ L 58, 28.2.2006, p. 1.

(8) Council Regulation (EC, Euratom) No 2028/2004 [5] introduced in Regulation (EC, Euratom) No 1150/2000 a clear distinction between reporting cases where established entitlements are declared or deemed irrecoverable, referred to in the third subparagraph of Article 17(3) of Regulation (EC, Euratom) No 1150/2000, and the annual reports referred to in Article 17(5) of Regulation (EC, Euratom) No 1150/2000. It is therefore appropriate to replace the standard form to be used for the annual reports and to lay down a standard form for reporting cases of irrecoverability.

(9) A suitable length of time should also be allowed to produce the amended statements.

(10) Decision 97/245/EC, Euratom should therefore be amended accordingly,

HAS ADOPTED THIS DECISION:

Article 1

Decision 97/245/EC, Euratom is amended as follows:

1. In Article 1(1), the part of the sentence 'in Article 6(3)(a) and (b) of Regulation (EEC, Euratom) No 1552/89' is replaced by 'in Article 6(4), first subparagraph, points (a) and (b) of Council Regulation (EC, Euratom) No 1150/2000 (*).

(*) OJ L 130, 31.5.2000, p. 1.'

2. In Article 2(1), the part of the sentence 'in Article 6(4) of Regulation (EEC, Euratom) No 1552/89' is replaced by 'in Article 6(5) of Regulation (EC, Euratom) No 1150/2000'.

3. Article 3 is replaced by the following:

'*Article 3*

1. Member States shall use the model set out in Annex VI for the annual report referred to in Article 17(5) of Regulation (EC, Euratom) No 1150/2000.

2. Member States shall transmit by electronic means the reports referred to in the third subparagraph of Article 17(3) of Regulation (EC, Euratom) No 1150/2000 using the electronic management and information system.

3. Annex VII lays down the form of the reports referred to in the third subparagraph of Article 17(3) of Regulation (EC, Euratom) No 1150/2000.'

4. Annex I is replaced by the text set out in Annex I to this Decision.

5. Annex III is replaced by the text set out in Annex II to this Decision.

6. Annex VI is replaced by the text set out in Annex III to this Decision.

7. Annex VII set out in Annex IV to this Decision is added.

Article 2

The first statements to be produced using the models contained in Annexes I and III to Decision 97/245/EC, Euratom, as amended by this Decision, shall be the monthly statement for June 2009 and the quarterly statement for the second quarter of 2009.

Article 3

The electronic management and information system and the model referred to in Article 3(2) and (3) respectively of Decision 97/245/EC, Euratom, as amended by this Decision, shall be used from the date communicated by the Commission to the Member States.

Until such communication Member States shall use the model set out in Annex VI to Decision 97/245/EC, Euratom as amended by Decision 2002/235/EC, Euratom [6].

Article 4

This Decision is addressed to the Member States.

Done at Brussels, 28 May 2009.

For the Commission
Siim KALLAS
Vice-President

[5] OJ L 352, 27.11.2004, p. 1.

[6] OJ L 79, 22.3.2002, p. 61.

ANNEX I

'ANNEX I

"A" ACCOUNT OF OWN RESOURCES OF THE EUROPEAN COMMUNITIES

Statement of established entitlements (*)

Member State:

Month/year:

(national currency)

NATURE OF RESOURCE		Member State's reference (optional)	Accounts established during month (1)	Amounts recovered from separate account	Corrections to earlier establishments (2)		Gross amounts	Net amounts
					+	–		
			(1)	(2)	(3)	(4)	(5) = (1) + (2) + (3) – (4)	(6)
1210	Customs duties (excluding countervailing and anti-dumping duties)							
1230	Countervailing and anti-dumping duties on products							
1240	Countervailing and anti-dumping duties on services							
12	CUSTOMS DUTIES							
1100	Production levies related to the marketing year 2005/2006 and previous years							
1110	Sugar storage levies							
1130	Charges levied on C sugar, isoglucose and inulin not exported, and charges levied on substitute C sugar and isoglucose							
1170	Production charge							
1180	One-off amounts on additional sugar quota and supplementary isoglucose quota							
1190	Surplus amount							
11	SUGAR LEVIES							
	Total 12 + 11							
					— 25 % collection costs — 10 % collection costs (3)			
					Total to be paid to EC			

(1) Including accounting corrections.
(2) Corrections to initial establishments, in particular cases of post-clearance recovery and repayment. For sugar, corrections relating to earlier years must mention the year concerned.
(3) The 10 % deduction rate is to be applied to amounts which, in accordance with Community rules, should have been made available before 28 February 2001.

(*) Including entitlements established as a result of inspections and detected cases of fraud and irregularities.'

ANNEX II

'ANNEX III

OWN RESOURCES OF THE EUROPEAN COMMUNITIES — SEPARATE ACCOUNT (*)

Statement of established entitlements not included in "A" account

Member State:

Month/Year:

(national currency)

	NATURE OF RESOURCE	Outstanding from previous quarter (1)	Established entitlements for current quarter (2)	Corrections of establishments (Article 8) [1] (3)	Amounts which cannot be made available (Article 17(2)) [2] (4)	Total (1 + 2 ± 3 − 4) (5)	Amounts recovered during quarter [3] (6)	Outstanding at end of current quarter (7) = (5) − (6)
1210	Customs duties (excluding countervailing and anti-dumping duties)							
1230	Countervailing and anti-dumping duties on products							
1240	Countervailing and anti-dumping duties on services							
12	CUSTOMS DUTIES							
1100	Production levies related to the marketing year 2005/2006 and previous years							
1110	Sugar storage levies							
1130	Charges levied on non-exported C sugar, C isoglucose and C inulin syrup production, and on substituted C sugar and C isoglucose							
1170	Production charge							
1180	One-off amounts on additional sugar quota and supplementary isoglucose quota							
1190	Surplus amount							
11	SUGAR LEVIES							
	Total 12 + 11							
						Estimate of amounts established for which recovery is uncertain [4]		

[1] Correction of establishments should be understood to mean corrections, including cancellations resulting from a revision of the initial establishment arising from previous quarters. They differ by nature from those entered in column (4).
[2] All the cases are to be set out in Annex IIIa which is to be returned at the same time as this quarterly statement. The total for this column (4) and the total for Annex IIIa should be the same.
[3] The total for this column should be the same as the total given in column (2) of the statement of the "A" account for the three months concerned.
[4] Compulsory for the final quarter of each year. If the estimate comes to zero, the word "nil" should be entered.

(*) "B" account kept pursuant to Article 6(3)(b) of Regulation (EC, Euratom) No 1150/2000, including entitlements established as a result of inspections or and deleted cases of fraud and irregularities.'

ANNEX III

'ANNEX VI

ANNUAL REPORT

referred to in Article 17(5) of Regulation (EC, Euratom) No 1150/2000

20…

Member State: .....

1. **Inspection by Member States**

Inspection Activities	Number
Customs declarations accepted (customs arrangements or customs use concerned)	
Customs declarations checked after clearance, customs arrangements or customs use concerned (post-clearance inspections)	
Total number of staff in customs departments at national level [1]	
Total number of staff assigned to post-clearance checks at national level	

[1] Total number of customs staff (expressed in persons per year).

2. **Questions of principle**

List of the most important points relating to the establishment, entry in the accounts and making available of the entitlements which have been encountered in the application of Regulation (EC, Euratom) No 1150/2000, including those raised in matters in dispute.

.....

.....

.....

.....

.....

(where necessary, continue in an annex, referring to this item.)'

ANNEX IV

'ANNEX VII

Form of the report referred to in the third subparagraph of Article 17(3) of Regulation (EC, Euratom) No 1150/2000

Unless otherwise stated, all information must be provided if available and relevant. All amounts are to be indicated in the currency of the respective Member State at the time of reporting.

1. GENERAL DATA

Member State: .....

Reference of the report: .....

(*the Member State's code/year of reporting/serial number of the year of reporting*)

Reference to a related information form sent beforehand pursuant to Article 6(5) of Regulation (EC, Euratom) No 1150/2000: .....

Justification of absence of a reference to the aforementioned information form: .....

Case related to a Community inspection (Yes/No)

Reference to a related Community inspection: .....

Total amount irrecoverable: .....

Authority that declared or deemed the amount irrecoverable: .....

National reference of the administrative decision of irrecoverability: .....

(*See second column of Annex IIIa to Decision 97/245/EC as amended by Commission Decision 2006/246/EC, Euratom* [1])

Date of the administrative decision on irrecoverability: .....

Date on which the amount was deemed irrecoverable: .....

2. DEBT INCURRED

Date or period during which the debt was incurred: .....

Legal basis for the incurrence of the debt: .....

(*Legal bases preceding Council Regulation (EEC) No 2913/92* [2] *are to be indicated by using the relevant article of Regulation (EEC) No 2913/92*)

Customs situation: .....

(*Customs procedure in force, situation of the goods or customs-approved treatment at the time of the customs debt being incurred*)

Additional details to be indicated in the case of transit regimes: .....

— Date(s) of acceptance of the customs declaration: .....

— Member State(s) of departure or entry into the Community (ISO Code): .....

— Member State(s) of destination or exit from the Community (ISO Code): .....

— TIR carnet number(s): .....

[1] OJ L 89, 28.3.2006, p. 46.
[2] OJ L 302, 19.10.1992, p. 1.

Type of check that led to the establishment of the entitlement: .....

— Checks not related to the acceptance of a customs declaration: .....

— Checks during clearance of a customs declaration including sample taking: .....

— Checks after clearance but before discharge of the customs procedure: .....

— Checks after discharge of the customs procedure for the goods: .....

— Checks after clearance and release for free circulation: .....

Date(s) of discharge to be communicated in the case of customs situations involving suspensive arrangements: .....

.....

Concise description of events leading to the establishment of the entitlement: .....

3. MUTUAL ASSISTANCE

Case related to Mutual assistance (MA) within the meaning of Council Regulation (EC) No 515/97 ([3]) involving Commission departments (Yes/No)

Reference of the MA communication: .....

Date of receipt: .....

Comments (optional): .....

4. ESTABLISHMENT OF THE ENTITLEMENT

Office of establishment: .....

Date of establishment: .....

Accounting reference of establishment (optional): .....

Date of entry in the B account (Article 6 of Regulation (EC, Euratom) No 1150/2000): .....

Accounting reference of the B account (optional): .....

Total amount established: .....

Amount of customs and agricultural duties established, not including countervailing and antidumping duties: .....

.....

Amount of countervailing and antidumping duties established: .....

Amount of sugar/isoglucose levies established: .....

Corresponding established amount of national excise duties and VAT (optional): .....

Total amount corrected (addition or deduction) after the initial establishment: .....

Amount of customs and agricultural duties corrected (addition or deduction) after the initial establishment, not including countervailing and antidumping duties: .....

Amount of countervailing and antidumping duties corrected (addition or deduction) after the initial establishment:

.....

Amount of sugar/isoglucose levies corrected (addition or deduction) after the initial establishment: .....

.....

Corresponding amount of national excise duties and VAT corrected (addition or deduction) after the initial establishment (optional): .....

([3]) OJ L 82, 22.3.1997, p. 1.

Total amount of security: .....

(*Amount of Community own resources and if applicable national duties. It can be nil if there is a waiver or if a security is not lodged*)

Part of security to be allocated to Community own resources: .....

Type of security (compulsory, optional, not planned): .....

Type of compulsory security: .....

Reason why a planned security was not lodged: .....

Security made available to the Community: .....

Date on which the security was made available: .....

5. RECOVERY PROCESS

(*If there are several debtors for the same debt, the following information needs to be provided for each debtor:*)

Principal debtor or jointly liable debtor: .....

Date of notification of the debt: .....

Date(s) of payment reminders: .....

Establishment subject to an appeal procedure within the meaning of Article 243(1) of Regulation (EEC) No 2913/92 (Yes/No)

Levels attained in appeal procedure: .....

Date of first appeal lodged: .....

Date on which the definitive judgment is notified: .....

Comments (optional): .....

Suspension of implementation within the meaning of Articles 222 and 244 of Regulation (EEC) No 2913/92 and Article 876a of Commission Regulation (EEC) No 2454/93 [4] (Yes/No)

Security lodged on suspension (Yes/No)

Amount of security on suspension: .....

Reasons why no security was lodged on suspension: .....

(*Member States need to specify whether or not a security was waived because of foreseeable economic and social difficulties and the grounds for such a decision*)

Payment facilities within the meaning of Article 229 of Regulation (EEC) No 2913/92 (no request/request rejected/request accepted)

Description of payment facility arrangements: .....

Security lodged pursuant to payment facilities (Yes/No)

Amount of security pursuant to payment facilities: .....

Reason why no security was lodged on payment facilities: .....

(*Member States need to specify whether or not a security was waived because of foreseeable economic and social difficulties and the grounds for such a decision*)

[4] OJ L 253, 11.10.1993, p. 1.

Date of issue of enforcement order: .....

Notification of enforcement order (Yes/No)

Date of notification of enforcement order: .....

Comments on enforcement order (optional): .....

Date of first payment: .....

Amount of first payment: .....

Date of last payment: .....

Amount of last payment: .....

Total amount paid: .....

Date(s) of attachments: .....

Amount obtained by way of attachment: .....

Comments on the attachment (optional): .....

Date of opening of bankruptcy/liquidation/insolvency proceedings: .....

Date of declaring the claim in those proceedings: .....

Date of closure of bankruptcy/liquidation/insolvency proceedings: .....

Amount of own resources recovered from bankruptcy/liquidation/insolvency proceedings: .....

.....

Mutual assistance by other Member States in recovery (Council Directive 2008/55/EC ([5]) or Council Directive 76/308/EEC ([6]) (Yes/No)

Reference of Mutual assistance in recovery: .....

Member State contacted: .....

Date of request: .....

Amount recovered: .....

Date of reply: .....

Comments on the reply (in particular if the Member State contacted has not acted on the request): .....

.....

6. REASONS WHY RECOVERY HAS PROVED IMPOSSIBLE FOR THE REMAINING AMOUNT

(*In this part the Member States should clearly indicate for instance all the specific enforcement measures taken and the reasons why in the case of a bankruptcy/liquidation/insolvency procedure the amount received was not sufficient to cover the debt or why it covers only a part of the debt.*)

(*Member States do not need to provide information they have already provided under points 1 to 5.*)

7. OTHER INFORMATION

([5]) OJ L 150, 10.6.2008, p. 28.
([6]) OJ L 73, 19.3.1976, p. 18.'

COMMISSION DECISION

of 30 June 2009

amending Decision 2008/788/EC fixing the net amounts resulting from the application of voluntary modulation in Portugal for the calendar years 2009 to 2012

(notified under document number C(2009) 5095)

(only the Portuguese text is authentic)

(2009/505/EC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 378/2007 of 27 March 2007 laying down rules for voluntary modulation of direct payments provided for in Regulation (EC) No 1782/2003 establishing common rules for direct support schemes under the common agricultural policy and establishing certain support schemes for farmers, and amending Regulation (EC) No 1290/2005 [1], and in particular Article 4(1) thereof,

Whereas:

(1) Commission Decision 2008/788/EC [2] establishes the net amounts resulting from the application of voluntary modulation in Portugal for the calendar years 2009 to 2012.

(2) Under Article 1(5) of Regulation (EC) No 378/2007 the rates established in Article 7 of Council Regulation (EC) No 73/2009 [3], reduced by five percentage points, must be deducted from the rate of voluntary modulation applied by the Member States. Consequently, the net amounts resulting from voluntary modulation should be reduced.

(3) Decision 2008/788/EC should therefore be amended,

HAS ADOPTED THIS DECISION:

Article 1

Article 1 of Decision 2008/788/EC shall be replaced by the following:

'Article 1

The net amounts resulting from the application of voluntary modulation in Portugal for the calendar years 2009 to 2012 shall be as follows:

(EUR million)

2009	2010	2011	2012
32,8	29,0	25,0	21,0'

Article 2

This Decision shall apply from the 2010 budgetary year.

Article 3

This Decision is addressed to the Portuguese Republic.

Done at Brussels, 30 June 2009.

For the Commission

Mariann FISCHER BOEL

Member of the Commission

[1] OJ L 95, 5.4.2007, p. 1.
[2] OJ L 271, 11.10.2008, p. 44.
[3] OJ L 30, 31.1.2009, p. 16.

COMMISSION DECISION

of 30 June 2009

appointing members of the Committee for Orphan Medicinal Products

(Text with EEA relevance)

(2009/506/EC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to the Regulation (EC) No 141/2000 of the European Parliament and of the Council of 16 December 1999 on orphan medicinal products [1], and in particular Article 4(3) thereof,

Having regard to the recommendation of the European Medicines Agency of 3 April 2009,

Whereas:

(1) The term of office of four members of the Committee for Orphan Medicinal Products, hereinafter 'the Committee', set up in accordance with Article 4 of Regulation (EC) No 141/2000, expired on 15 April 2009. One member of the Committee whose term of office expired was appointed by the Commission on the basis of a recommendation from the European Medicines Agency. Three other members whose term of office expired were appointed by the Commission to represent patients organisations. It is necessary, therefore, to appoint four members to the Committee.

(2) The European Medicines Agency has recommended one person for nomination.

(3) The members of the Committee should be appointed for a period of three years starting on 1 July 2009,

HAS DECIDED AS FOLLOWS:

Article 1

1. The following is hereby appointed member of the Committee for Orphan Medicinal Products, hereinafter referred to as 'the Committee', to represent patients organisations for a term of three years, from 1 July 2009:

Ms Lesley Claire GREENE.

2. The following are hereby reappointed members of the Committee to represent patients organisations for a term of three years, from 1 July 2009:

Ms Birthe Byskov HOLM,

Dr Marie Pauline EVERS.

Article 2

On the recommendation of the European Medicines Agency, the following is hereby reappointed member of the Committee for a term of three years, from 1 July 2009:

Dr David LYONS.

Done at Brussels, 30 June 2009.

For the Commission
Günter VERHEUGEN
Vice-President

[1] OJ L 18, 22.1.2000, p. 1.

EN

([1]) Text with EEA relevance

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