

AGREEMENT

between the European Community and the Government of Ukraine on trade in certain steel products

THE EUROPEAN COMMUNITY, hereinafter referred to as 'the Community', of the one part, and

THE GOVERNMENT OF UKRAINE, of the other part,

together referred to as 'the Parties',

WHEREAS the Partnership and Cooperation Agreement establishing a partnership between the European Communities and their Member States, of the one part, and Ukraine, of the other part, hereinafter referred to as 'the PCA', entered into force on 1 March 1998;

WHEREAS the Parties are desirous to promote the orderly and equitable development of trade in steel between them;

WHEREAS Article 22(1) of the PCA provides that trade in certain steel products shall be governed by Title III with the exception of Article 14 thereof, and by the provisions of an agreement on quantitative arrangements; whereas this Agreement constitutes the agreement referred to in Article 22(1) of the PCA;

BEARING IN MIND the process of accession of Ukraine to the World Trade Organisation (WTO) and the Community support for the integration of Ukraine into the international trading system;

WHEREAS for the years 1995 to 2001 trade in certain steel products was the subject of Agreements between the Parties, in 2002, 2003 and 2004 of specific arrangements and as from November 2004 of Agreements; it is therefore appropriate to put in place a new Agreement;

WHEREAS the Parties reiterate their commitment to achieve as soon as the conditions are fulfilled complete liberalisation of trade in respect of the steel products covered by this Agreement;

WHEREAS this Agreement should be accompanied by cooperation between the Parties in respect of their steel industries, including appropriate exchanges of information, within a contact group on coal and steel as foreseen in Article 22(2) to the PCA,

HAVE AGREED AS FOLLOWS:

Article 1

1. This Agreement applies to trade in the steel products set out in Annex I to this Agreement originating within the Parties.
2. Trade in steel products set out in Annex II may be subject to quantitative limits.
3. Trade in steel products not set out in Annex II shall not be subject to quantitative limits.
4. In the case of steel products and of subject matters which are not covered by this Agreement, the relevant provisions of the PCA shall apply.

Article 2

1. The Parties agree to establish and maintain for the period of validity of the present Agreement quantitative arrangements fixing the limits set out in Annex III of this Agreement on Ukrainian exports to the Community of the products set out in Annex II. Such exports shall be subject to a double-checking system as specified in Protocol A.

2. The Parties reiterate their commitment to achieve complete liberalisation of trade in respect of the steel products set out in Annex II as soon as the conditions have been established.

3. The Parties agree that imports into the Community from Ukraine of the steel products set out in Annex II as from 1 January 2007 until the entry into force of this Agreement shall be deducted from the quantitative limits set out in Annex III.

4. Imports of quantities in excess of those mentioned in Annex III shall be authorised where the Community industry is unable to meet the internal demand and results in a shortage of supply for one or more products listed in Annex II. Consultations shall take place immediately at the request of either Party to determine the level of the shortage on the basis of objective evidence. Following the conclusions of the consultations, the Community shall instigate its internal procedures to increase the quantitative limits set out in Annex III.

5. Each Party may, at any time, request consultations concerning:

- the levels of the quantitative limits set out in Annex III, where the conditions in respect of the products covered by Annex II have substantially deteriorated or improved,

- the possibility of transferring unused amounts set out in Annex III from under-utilised product groups to other groups.

Article 3

1. Imports into the customs territory of the Community for free circulation of the products set out in Annex II shall be subject to the presentation of an import authorisation issued by the competent authority of a Member State based on the production of an export licence issued by the authorities of Ukraine and to proof of origin in accordance with the provisions of Protocol A.
2. Imports into the customs territory of the Community of the products set out in Annex II shall not be subject to the quantitative limits set out in Annex III provided they are declared to be for re-export outside the Community in the same state or after processing, within the administrative system of control which exists within the Community.
3. Carry-over to the corresponding quantitative limits for the following calendar year of the amounts of quantitative limits not used during any calendar year is authorised up to 10 % of the relevant quantitative limit set out in Annex III for a product group in question for the year in which it was not used. Ukraine shall notify the Community no later than 31 March of the following year if it intends to make use of this provision.
4. Up to 15 % of the quantitative limit for a given product group may be transferred to one or more other groups. The quantitative limit for a given product group can be adjusted once in the course of a calendar year. Any adjustments to the quantitative limits resulting from transfers shall only affect the calendar year in progress. Ukraine shall notify the Community no later than 31 May if it intends to make use of this provision.

Article 4

1. With a view to rendering the double-checking system as effective as possible and to minimise the possibilities for abuse and circumvention:
 - the Community authorities shall inform the Ukrainian authorities by the 28th of each month of the import authorisations issued during the preceding month,
 - the Ukrainian authorities shall inform the Community by the 28th of each month of the export licences issued during the preceding month.

2. In the event of any significant discrepancy taking account of the time factors involved in respect of such information either Party may request consultations which shall be opened immediately.

3. Without prejudice to paragraph 1 and with a view to ensuring the effective functioning of this Agreement, the Parties agree to take all necessary steps to prevent, to investigate and to take any necessary legal and/or administrative action against circumvention, notably by transshipment, re-routing, false declaration concerning the country or place of origin, falsification of documents, false declaration concerning quantities, description or classification of merchandise. Accordingly, the Parties agree to establish the necessary legal provisions and administrative procedures permitting effective action to be taken against such circumvention, which shall include the adoption of legally binding corrective measures against exporters and/or importers involved.

4. Should either Party believe on the basis of information available that this Agreement is being circumvented, it may request consultations with the other Party which shall be held immediately.

5. Pending the results of the consultations referred to in paragraph 4, the Government of Ukraine shall, as a precautionary measure, and if so requested by the Community, take all necessary measures to ensure that, where sufficient evidence of circumvention is provided, adjustments of the quantitative limits liable to be agreed following the consultations referred to in paragraph 4, shall be carried out for the calendar year in which the request for consultations under paragraph 4 was made, or for the following year, if the limit for that calendar year is exhausted.

6. Should the Parties be unable in the course of the consultations referred to in paragraph 4 to reach a mutually satisfactory solution, the Community shall have the right, where there is sufficient evidence that steel products covered by this Agreement originating in Ukraine have been imported in circumvention of this Agreement, to set off the relevant quantities against the quantitative limits established under Annex III.

7. Should the Parties be unable in the course of the consultations referred to in paragraph 4 to reach a mutually satisfactory solution, the Community shall have the right, where sufficient evidence shows false declaration concerning quantities description or classification has occurred, to refuse to import the products in question.

8. The Parties agree to cooperate fully to prevent and to address effectively all problems arising from circumvention of this Agreement.

Article 5

1. The quantitative limits established under this Agreement on imports into the Community of products set out in Annex II shall not be broken down by the Community into regional shares.

2. The Parties shall cooperate in order to prevent sudden and prejudicial changes in traditional trade flows into the Community. Should a sudden and prejudicial change in traditional trade flows arise (including regional concentration or the loss of traditional customers), the Community will be entitled to request consultations in order to find a satisfactory solution to the problem. Such consultations shall be held immediately.

3. Ukraine shall endeavour to ensure that exports into the Community of products set out in Annex II are spaced out as evenly as possible over the year. Should a sudden and prejudicial surge of imports arise, the Community will be entitled to request consultations in order to find a satisfactory solution to the problem. Such consultations shall be held immediately.

4. In addition to the obligation contained in paragraph 3, and without prejudice to the consultations foreseen by Article 2(5), where licences issued by the Ukrainian authorities have reached 90 % of the quantitative limits for the calendar year in question, either Party may request consultations. Such consultations shall be held immediately. Pending the outcome of such consultations the Ukrainian authorities may continue to issue export licences for the products set out in Annex II provided they do not exceed the quantities set out in Annex III.

Article 6

1. Where any product set out in Annex II is being imported into the Community from Ukraine under such conditions as to cause or threaten to cause substantial injury to Community producers of like products, the Community shall supply Ukraine with all relevant information with a view to seeking a solution acceptable to both Parties. The Parties shall commence consultations promptly.

2. Should the consultations referred to in paragraph 1 fail to lead to agreement within 30 days of the Community's request for consultations, the Community may utilise the right to take action concerning safeguard measures pursuant to the provisions of the Partnership and Cooperation Agreement.

3. Notwithstanding the provisions of this Agreement, the provisions of Article 19 of the Partnership and Cooperation Agreement shall apply.

Article 7

1. The classification of the products covered by this Agreement is based on the tariff and statistical nomenclature of the Community hereinafter called the 'combined nomenclature', or in abbreviated form 'CN'. Any amendment to the combined nomenclature made in accordance with the procedures in force in the Community concerning the products set out in Annex II or any decision relating to the classification of goods shall not have the effect of reducing the quantitative limits of the products set out Annex III.

2. The origin of the products covered by this Agreement shall be determined in accordance with the rules in force in the Community. Any amendment to these rules of origin shall be communicated to the Government of Ukraine and shall not have the effect of reducing the quantitative limits of this Agreement. The procedures for control of the origin of the products referred to above are laid down in Protocol A.

Article 8

1. Without prejudice to the periodic exchange of information on export licences and import authorisations pursuant to Article 4(1), the Parties agree to exchange available statistical information relating to trade in the products set out in Annex II at appropriate intervals, taking account of the shortest periods in which the information in question is prepared, which shall cover export licences and import authorisations issued pursuant to Article 3 and import and export statistics in respect of the products in question.

2. Either Party may request consultations in the event of any significant discrepancy between the information exchanged.

Article 9

1. Without prejudice to provisions concerning consultations provided for in respect of specific circumstances in preceding Articles, consultations shall be held on any problems arising from the application of this Agreement at the request of either Party. Any consultations shall take place in a spirit of cooperation and with a desire to reconcile the differences between the Parties.

2. Where this Agreement provides that consultations shall be held immediately, the Parties undertake to use all reasonable means to ensure that this is achieved.

3. All other consultations shall be governed by the following provisions:

- any request for consultations shall be notified in writing to the other Party,
- where appropriate, the request shall be followed within a reasonable period by a report setting out the reasons for the consultations,
- consultations shall begin within one month from the date of receipt of the request,
- consultations shall endeavour to arrive at a mutually acceptable result within one month of their commencement, unless the period is extended by agreement between the Parties.

Article 10

1. This Agreement shall enter into force on the date of its signature. It shall remain in force until 31 December 2007 subject to any modifications agreed by the Parties and unless it is denounced or terminated in accordance with, respectively, the provisions of paragraphs 3 or 4. This Agreement shall be automatically renewed year by year provided that neither Party gives the other Party written notice of denunciation of the Agreement at least six months before it expires. With each yearly renewal, quantities in every product group shall be increased by 2,5 %.

2. Either Party may at any time propose modifications to this Agreement which shall require the mutual consent of the Parties and take effect as agreed by them.

3. Either Party may denounce this Agreement, provided that at least six months' notice is given. In that event, the Agreement shall come to an end on the expiry of the period of notice and the limits established by this Agreement shall be reduced on a *pro rata* basis up to the date on which denunciation takes effect unless the Parties decide otherwise.

4. In the event that Ukraine accedes to the World Trade Organisation (WTO) before the expiration of this Agreement, the Agreement shall be terminated and the quantitative limits shall be abolished as of the date of accession.

5. The Community reserves the right at all times to take all appropriate measures including, where the Parties are unable to reach a mutually satisfactory solution in the consultations foreseen in previous Articles or where this Agreement is denounced by either Party, the reintroduction of a system of autonomous quotas in respect of exports from Ukraine of the products mentioned in Annex II.

6. Annexes I, II and III, declarations 1, 2, 3 and 4, the agreed minute and Protocol A attached to this Agreement shall form an integral part thereof.

Article 11

This Agreement shall be 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 Ukrainian languages, each of these texts being equally authentic.

Съставено в Люксембург на осемнадесети юни две хиляди и седма година.

Hecho en Luxemburgo, el dieciocho de junio de dos mil siete.

V Lucemburku dne osmnáctého června dva tisíce sedm.

Udfærdiget i Luxembourg den attende juni to tusind og syv.

Geschehen zu Luxemburg am achtzehnten Juni zweitausendsieben.

Kahe tuhande seitsmenda aasta juunikuu kaheksateistkümnendal päeval Luxembourgis.

Έγινε στο Λουξεμβούργο, στις δέκα οκτώ Ιουνίου δύο χιλιάδες επτά.

Done at Luxembourg, on the eighteenth day of June in the year two thousand and seven.

Fait à Luxembourg, le dix-huit juin deux mille sept.

Fatto a Lussemburgo, addì diciotto giugno duemilasette.

Luksemburgā divtūkstoš septītā gada astoņpadsmitajā jūnijā.

Priimta Liuksemburge, du tūkstančiai septintųjų metų birželio aštuonioliką dieną.

Kelt Luxembourgban, a kétezer-hetedik év június havának tizennyolcadik napján.

Magħmul fil-Lussemburgu, fit-tmintax-il jum ta' Ġunju tas-sena elfejn u sebgħa.

Gedaan te Luxemburg, de achttiende juni tweeduizend zeven.

Sporządzono w Luksemburgu dnia osiemnastego czerwca roku dwa tysiące siódmego.

Feito no Luxemburgo, em dezoito de Junho de dois mil e sete.

Întocmit la Luxemburg, optsprezece iunie două mii şapte.

V Luxemburgu osemnásteho júna dvetisícisedem.

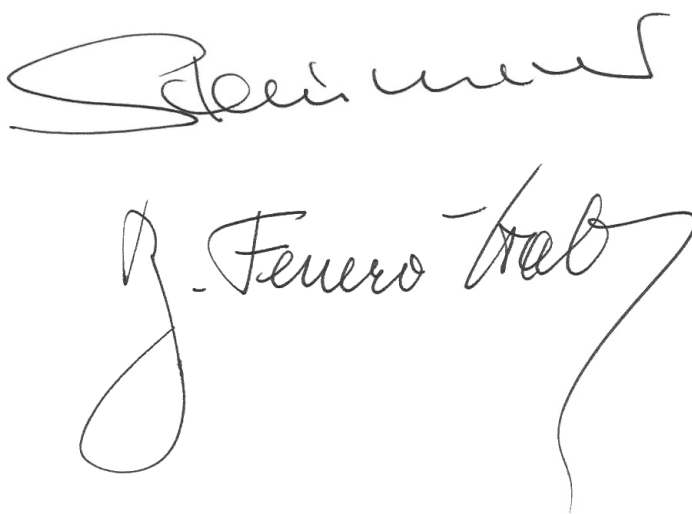
V Luxembourg, dne osemnajstega junija leta dva tisoč sedem.

Tehty Luxemburgissa kahdeksantenatoista päivänä kesäkuuta vuonna kaksituhattaseitsemän.

Som skedde i Luxemburg den artonde juni tjugohundrasju.

Вчинено у Люксембурзі у вісімнадцятий день червня двохтисячо сьомого року.

За Европейската общност
Por la Comunidad Europea
Za Evropské společenství
For 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 gemenskapens vägnar
За Европейське Співтовариство



За правителството на Украйна
Por el Gobierno de Ucrania
Za vládu Ukrajiny
For Ukraines regering
Für die Regierung der Ukraine
Ukraina valitsuse nimel
Για την κυβέρνηση της Ουκρανίας
For the Government of Ukraine
Pour le gouvernement ukrainien
Per il governo dell'Ucraina
Ukrainas valdības vārdā
Ukrainos Vyriausybės vardu
Ukraina kormány részéről
Għall-Gvern ta' l-Ukraina
Voor de regering van Oekraïne
W imieniu Rządu Ukrainy
Pelo Governo da Ucrânia
Pentru Guvernul Ucrainei
Za vládu Ukrajiny
Za Vlado Ukrajinie
Ukrainan hallituksen puolesta
För Ukrainas regering
За Уряд України



ANNEX I

7201 10 11 00	7208 37 00 90	7210 70 10 10	7214 99 31 00	7219 34 90 00	7225 50 80 00
7201 10 19 00	7208 38 00 10	7210 70 80 10	7214 99 39 00	7219 35 10 00	7225 91 00 10
7201 10 30 00	7208 38 00 90	7210 90 30 10	7214 99 50 00	7219 35 90 00	7225 92 00 10
7201 10 90 00	7208 39 00 10	7210 90 40 10	7214 99 71 00	7219 90 80 10	7225 99 00 10
7201 20 00 00	7208 39 00 90	7210 90 80 91	7214 99 79 00		
7201 50 10 00	7208 40 00 10		7214 99 95 00	7220 11 00 00	7226 11 00 10
7201 50 90 00	7208 40 00 90	7211 13 00 00		7220 12 00 00	7226 19 10 00
	7208 51 20 10	7211 14 00 10	7215 90 00 10	7220 20 21 10	7226 19 80 10
7202 11 20 00	7208 51 20 91	7211 14 00 90		7220 20 29 10	7226 20 00 10
7202 11 80 00	7208 51 20 93	7211 19 00 10	7216 10 00 00	7220 20 41 10	7226 91 20 00
7202 99 10 10	7208 51 20 97	7211 19 00 90	7216 21 00 00	7220 20 49 10	7226 91 91 00
	7208 51 20 98	7211 23 20 10	7216 22 00 00	7220 20 81 10	7226 91 99 00
7203 10 00 00	7208 51 20 98	7211 23 30 10	7216 31 10 00	7220 20 89 10	7226 92 00 10
7203 90 00 00	7208 51 91 00	7211 23 30 91	7216 31 90 00	7220 90 80 10	7226 99 10 00
	7208 51 98 10	7211 23 80 10	7216 32 11 00		7226 99 30 00
7204 10 00 00	7208 51 98 91	7211 23 80 91	7216 32 19 00	7221 00 10 00	7226 99 70 10
7204 21 10 00	7208 51 98 99	7211 29 00 10	7216 32 91 00	7221 00 90 00	
7204 21 90 00	7208 52 10 00	7211 90 80 10	7216 32 99 00		7227 10 00 00
7204 29 00 00	7208 52 91 00		7216 33 10 00	7222 11 11 00	7227 20 00 00
7204 30 00 00	7208 52 99 00	7212 10 10 00	7216 33 90 00	7222 11 19 00	7227 90 10 00
7204 41 10 00	7208 53 10 00	7212 10 90 11	7216 40 10 00	7222 11 81 00	7227 90 50 00
7204 41 91 00	7208 53 90 00	7212 20 00 11	7216 40 90 00	7222 11 89 00	7227 90 95 00
7204 41 99 00	7208 54 00 00	7212 30 00 11	7216 50 10 00	7222 19 10 00	
7204 49 10 00	7208 90 80 10	7212 40 20 10	7216 50 91 00	7222 19 90 00	7228 10 20 00
7204 49 30 00		7212 40 20 91	7216 50 99 00	7222 30 97 10	7228 20 10 10
7204 49 90 00	7209 15 00 00	7212 40 80 11	7216 99 00 10	7222 40 10 00	7228 20 10 91
7204 50 00 00	7209 16 10 00	7212 50 20 11		7222 40 90 10	7228 20 91 10
7204 90 02 29 ⁽¹⁾	7209 16 90 00	7212 50 30 11	7218 10 00 00		7228 20 91 90
	7209 17 10 00	7212 50 40 11	7218 91 10 00 ⁽²⁾	7224 10 00 00	7228 30 20 00
7206 10 00 00	7209 17 90 00	7212 50 61 11	7218 91 80 00 ⁽³⁾	7224 90 02 89	7228 30 41 00
7206 90 00 00	7209 18 10 00	7212 50 69 11	7218 99 11 00	7224 90 03 00	7228 30 49 00
	7209 18 91 00	7212 50 90 13	7218 99 20 00	7224 90 05 00	7228 30 61 00
7207 11 11 00	7209 18 99 00			7224 90 07 00	7228 30 69 00
7207 11 14 00	7209 25 00 00	7212 60 00 11	7219 11 00 00	7224 90 14 00	7228 30 70 00
7207 11 16 00	7209 26 10 00	7212 60 00 91	7219 12 10 00		7228 30 89 00
7207 12 10 00	7209 26 90 00		7219 12 90 00	7224 90 31 00	7228 60 20 10
7207 19 12 10	7209 27 10 00	7213 10 00 00	7219 13 10 00	7224 90 38 00	7228 60 80 10
7207 19 12 91	7209 27 90 00	7213 20 00 00	7219 13 90 00		7228 70 10 00
7207 19 12 99	7209 28 10 00	7213 91 10 00	7219 14 10 00	7225 11 00 00	7228 70 90 10
7207 19 80 10	7209 28 90 00	7213 91 20 00	7219 14 90 00	7225 19 10 00	7228 80 00 10
7207 20 11 00	7209 28 90 80 10	7213 91 41 00	7219 21 10 00	7225 19 90 00	7228 80 00 90
7207 20 15 00		7213 91 49 00	7219 21 90 00		
7207 20 17 00	7210 11 00 10	7213 91 70 00	7219 22 10 00	7225 30 10 00	
7207 20 32 00	7210 12 20 10	7213 91 90 00	7219 22 90 00	7225 30 30 10	7301 10 00 00
7207 20 52 00	7210 12 80 10	7213 99 10 00	7219 23 00 00	7225 30 90 00	7302 10 21 00
7207 20 80 10	7210 20 00 10	7213 99 90 00	7219 24 00 00	7225 40 12 30	7302 10 23 00
	7210 30 00 10		7219 31 00 00	7225 40 12 90	7302 10 29 00
7208 10 00 00	7210 41 00 10	7214 20 00 00	7219 32 10 00	7225 40 15 10	7302 10 40 00
7208 25 00 00	7210 49 00 10	7214 30 00 00	7219 32 90 00	7225 40 40 00	7302 10 50 00
7208 26 00 00	7210 50 00 10	7214 91 10 00	7219 33 10 00	7225 50 20 10	7302 10 90 00
7208 27 00 00	7210 61 00 10	7214 91 90 00	7219 33 90 00	7225 40 60 00	7302 40 00 00 ⁽⁴⁾
7208 36 00 00	7210 69 00 10	7214 99 10 00	7219 34 10 00	7225 40 90 00	7302 90 00 00 ⁽⁵⁾
7208 37 00 10					

⁽¹⁾ Limited to ex-7204 90 08 and ex-7224 90 15 of former ECSC Treaty.⁽²⁾ Limited to ex-7218 91 11 of former ECSC Treaty.⁽³⁾ Limited to ex-7218 91 19 of former ECSC Treaty.⁽⁴⁾ Limited to ex-7304 40 10 of former ECSC Treaty.⁽⁵⁾ Limited to ex-7302 90 20 of former ECSC Treaty.

ANNEX II

SA Flat-rolled products

SA1. (coils)	7208 51 20 93	7209 25 00 00	7212 10 10 00
7208 10 00 00	7208 51 20 97	7209 26 10 00	7212 10 90 11
7208 25 00 00	7208 51 20 98	7209 26 90 00	7212 20 00 11
7208 26 00 00	7208 51 91 00	7209 27 10 00	7212 30 00 11
7208 27 00 00	7208 51 98 10	7209 27 90 00	7212 40 20 10
7208 36 00 00	7208 51 98 91	7209 28 10 00	7212 40 20 91
7208 37 00 10	7208 51 98 99	7209 28 90 00	7212 40 80 11
7208 37 00 90	7208 52 10 00	7209 90 80 10	7212 50 20 11
7208 38 00 10	7208 52 91 00	7210 11 00 10	7212 50 30 11
7208 38 00 90	7208 52 99 00	7210 12 20 10	7212 50 40 11
7208 39 00 10	7208 53 10 00	7210 12 80 10	7212 50 61 11
7208 39 00 90	7211 13 00 00	7210 20 00 10	7212 50 69 11
7211 14 00 10	7225 40 12 30	7210 30 00 10	7212 50 90 13
7211 19 00 10	7225 40 40 00	7210 41 00 10	7212 60 00 11
7219 11 00 00	7225 40 60 00	7210 49 00 10	7212 60 00 91
7219 12 10 00	7225 99 00 10	7210 50 00 10	7219 21 10 00
7219 12 90 00		7210 61 00 10	7219 21 90 00
7219 13 10 00	SA3. (other flat rolled products)	7210 69 00 10	7219 22 10 00
7219 13 90 00		7210 70 10 10	7219 22 90 00
7219 14 10 00	7208 40 00 90	7210 70 80 10	7219 23 00 00
7219 14 90 00	7208 53 90 00	7210 90 30 10	7219 24 00 00
	7208 54 00 00	7210 90 40 10	7219 31 00 00
7225 30 10 00	7208 90 80 10	7210 90 80 91	7219 32 10 00
7225 30 30 10			7219 32 90 00
7225 30 90 00	7209 15 00 00	7211 14 00 90	7219 33 10 00
7225 40 15 10	7209 16 10 00	7211 19 00 90	7219 33 90 00
7225 50 20 10	7209 16 90 00	7211 23 20 10	7219 34 10 00
	7209 17 10 00	7211 23 30 10	7219 34 90 00
SA2. (heavy plate)	7209 17 90 00	7211 23 30 91	7219 35 10 00
7208 40 00 10		7211 23 80 10	7219 35 90 00
7208 51 20 10	7209 18 10 00	7211 23 80 91	
7208 51 20 91	7209 18 91 00	7211 29 00 10	7225 40 12 90
	7209 18 99 00	7211 90 80 10	7225 40 90 00

SB Longs

SB1. (beams)	7221 00 10 00	7214 99 95 00	7224 90 02 89
7216 31 10 00	7221 00 90 00	7215 90 00 10	7224 90 31 00
	7227 10 00 00		7224 90 38 00
7216 31 90 00	7227 20 00 00	7216 10 00 00	
7216 32 11 00	7227 90 10 00	7216 21 00 00	7228 10 20 00
7216 32 19 00	7227 90 50 00	7216 22 00 00	7228 20 10 10
7216 32 91 00	7227 90 95 00	7216 40 10 00	7228 20 10 91
7216 32 99 00		7216 40 90 00	7228 20 91 10
7216 33 10 00	SB3. (other longs)	7216 50 10 00	7228 20 91 90
7216 33 90 00	7207 19 12 10	7216 50 91 00	7228 30 20 00
	7207 19 12 91	7216 50 99 00	7228 30 41 00
	7207 19 12 99	7216 99 00 10	7228 30 49 00
SB2. (wire rod)	7207 20 52 00	7218 99 20 00	7228 30 61 00
7213 10 00 00			7228 30 69 00
7213 20 00 00	7214 20 00 00	7222 11 11 00	7228 30 70 00
7213 91 10 00	7214 30 00 00	7222 11 19 00	7228 30 89 00
7213 91 20 00	7214 91 10 00	7222 11 81 00	7228 60 20 10
7213 91 41 00	7214 91 90 00	7222 11 89 00	7228 60 80 10
7213 91 49 00	7214 99 10 00		7228 70 10 00
7213 91 70 00	7214 99 31 00	7222 19 10 00	7228 70 90 10
7213 91 90 00	7214 99 39 00	7222 19 90 00	7228 80 00 10
7213 99 10 00	7214 99 50 00	7222 30 97 10	7228 80 00 90
7213 99 90 00	7214 99 71 00	7222 40 10 00	
	7214 99 79 00	7222 40 90 10	7301 10 00 00

ANNEX III

QUANTITATIVE LIMITS

(tonnes)	
Products	2007
<i>SA. Flat-rolled products</i>	
SA1. Coils	190 000
SA2. Heavy plate	390 000
SA3. Other flat-rolled products	140 000
<i>SB. Long products</i>	
SB1. Beams	50 000
SB2. Wire rod	195 000
SB3. Other long products	355 000

Note: SA and SB are the 'categories'.

SA1, SA2, SA3, SB1, SB2 and SB3 are the 'product groups'.

AGREED MINUTE

In the context of this Agreement, the Parties agree that:

- in pursuance of the exchange of information provided for in Article 4(1) concerning export licences and import authorisations the parties will supply that information by reference to the Member States in addition to the Community as a whole,
 - pending the satisfactory outcome of the consultations provided for in Article 5(2), the Government of Ukraine will cooperate, if so requested by the Community, by not issuing export licences that would further aggravate the problems resulting from sudden and prejudicial changes in traditional trade flows, and
 - the Government of Ukraine will take due account of the sensitive nature of small regional markets within the Community both as regards their traditional needs for supplies and the avoidance of regional concentrations.
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DECLARATION No 1

In the context of this Agreement, and more particularly Article 3 thereof, the Parties confirm their understanding that this Agreement does not affect existing systems concerning the import and duties in respect of the steel products mentioned in Annex II to the Agreement which are intended for certain categories of ships, boats and other vessels and for drilling or production platforms for the purposes of their construction, repair, maintenance or conversion and in respect of goods intended for fitting to or equipping such ships, boats or other vessels.

DECLARATION No 2

The Parties agree that they shall not apply quantitative restrictions, customs duties, charges or any measures having equivalent effect on the export of ferrous scrap and waste under the EC Combined Nomenclature heading 7204.

However, Ukraine is currently applying a tax on the exports of ferrous scrap of EUR 30 per tonne. The quantitative limits set out in Annex III of this Agreement take into account that tax. Ukraine is committed not to increase this tax. If Ukraine were to reduce or remove this tax on all ferrous scrap positions, the quantitative limits mentioned in Annex III would be increased accordingly up to 43 %. The increase of these quantitative limits would be directly proportional to the reduction of the levy.

In case of removal or reduction of the EUR 30 export tax on the exports of certain ferrous scrap positions, e.g. shredded scrap, the Parties shall enter the consultations immediately in order to assess the increase of the quantitative limits set out in Annex III.

DECLARATION No 3

Both Parties aim at achieving complete liberalisation of trade in steel products. In this context, both Parties intend to terminate quantitative restrictions once Ukraine becomes a WTO member. They also recognise that it is an important condition for promoting trade between them that competition, state aid and environment provisions applicable within each Party must be compatible. To this end, and upon request from Ukraine authorities, the Community shall provide technical assistance within available budgetary means to help Ukraine to adopt and implement legislative provisions compatible with those adopted and applied by the Community. Such assistance shall be specified in projects to be agreed by both Parties and identifying clearly, *inter alia*, the objectives, the means and the calendar.

DECLARATION No 4

In the case Ukrainian operators were to set up service centres in the Community that would further process steel products set out in Annex II imported from Ukraine, Ukraine declares that it could request an increase of quantitative limits mentioned in Annex III. In this case, the Community shall examine such request of increase and the Parties will enter into consultations as soon as possible.
