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Legislation

Contents

I *Acts whose publication is obligatory*

.....

II *Acts whose publication is not obligatory*

Commission

94/569/Euratom :

- ★ **Commission Decision of 15 March 1994 concerning the conclusion of three bilateral Cooperation Agreements between the European Atomic Energy Community and the Kingdom of Norway, the Kingdom of Sweden and the Swiss Confederation, on research and education in the field of radiation protection** 1
- Cooperation Agreement between the European Atomic Energy Community and the Kingdom of Norway on radiation protection** 2
- Cooperation Agreement between the European Atomic Energy Community and the Kingdom of Sweden on radiation protection** 10
- Cooperation Agreement between the European Atomic Energy Community and the Swiss Confederation on radiation protection** 18

Corrigenda

- ★ **Corrigendum to Council Directive 93/58/EEC of 29 June 1993 amending Annex II to Directive 76/895/EEC relating to the fixing of maximum levels for pesticide residues in and on fruit and vegetables and the Annex to Directive 90/642/EEC relating to the fixing of maximum levels for pesticide residues in and on certain products of plant origin, including fruit and vegetables, and providing for the establishment of a first list of maximum levels (OJ No L 211 of 23. 8. 1993)** 26

II

(Acts whose publication is not obligatory)

COMMISSION

COMMISSION DECISION

of 15 March 1994

concerning the conclusion of three bilateral Cooperation Agreements between the European Atomic Energy Community and the Kingdom of Norway, the Kingdom of Sweden and the Swiss Confederation, on research and education in the field of radiation protection

(94/569/Euratom)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

HAS DECIDED AS FOLLOWS:

Having regard to the Treaty establishing the European Atomic Energy Community, and in particular Article 101 (3) thereof,

Whereas the Framework Agreements for scientific and technical cooperation between the European Communities and the Kingdom of Norway, the Kingdom of Sweden and the Swiss Confederation were signed respectively on 27 June 1986, on 13 January 1986 and on 8 January 1986;

Whereas by the Decision 91/626/Euratom⁽¹⁾, the Council adopted a specific research and education programme in the field of nuclear fission safety (1990 to 1994);

Whereas the Governments of Norway, Sweden and Switzerland have asked to participate fully in Area 1 (Radiation Protection) of this nuclear fission safety programme;

Whereas the European Community and Norway, Sweden and Switzerland expect to obtain mutual benefit from this cooperation,

Article 1

The bilateral Cooperation Agreements between the European Atomic Energy Community and the Kingdom of Norway, the Kingdom of Sweden and the Swiss Confederation on research and education in the field of radiation protection is hereby approved on behalf of the European Atomic Energy Community.

The text of the Agreements is appended to this Decision.

Article 2

The President of the Commission is empowered to designate the person authorized to sign the Cooperation Agreements for the purpose of committing the European Atomic Energy Community.

Done at Brussels, 15 March 1994.

For the Commission

The President

Jacques DELORS

⁽¹⁾ OJ No L 336, 7. 12. 1991, p. 42.

COOPERATION AGREEMENT

between the European Atomic Energy Community and the Kingdom of Norway on radiation protection

THE EUROPEAN ATOMIC ENERGY COMMUNITY, hereinafter called 'the Community',

and

THE KINGDOM OF NORWAY, hereinafter called Norway,

both hereinafter called the 'Contracting Parties',

WHEREAS the Community and Norway concluded a Framework Agreement for scientific and technical cooperation which entered into force on 17 July 1987;

WHEREAS, by Decision of 28 November 1991, the Council of the European Communities, hereinafter called 'the Council', adopted a specific research and education programme in the field of nuclear fission safety (1990 to 1994), which includes as Area 1 'radiation protection', hereinafter called the 'Community subprogramme';

WHEREAS the association of Norway with the Community subprogramme can help to improve the efficacy of the research carried out by the Contracting Parties in the field of nuclear fission safety and can avoid the useless duplication of efforts;

WHEREAS the Community and Norway expect to obtain mutual benefit from Norway's association with the Community subprogramme,

HAVE AGREED AS FOLLOWS:

Article 1

Norway is hereby associated as from 1 July 1992 with the implementation of the Community subprogramme 'radiation protection' as set out in Annex A. The implementation of the subprogramme and the Community's rate of financial participation are set out in Annex B.

Article 2

The financial contribution of Norway, deriving from its association with the implementation of the Community subprogramme, shall be established in proportion to the amount available each year in the general budget of the European Communities for appropriations covering commitments to meet financial obligations of the Commission of the European Communities, hereinafter referred to as 'the Commission', resulting from work to be carried out in the framework of shared-cost research contracts necessary for the implementation of the Community subprogramme and from management and administrative operating expenditure for the said subprogramme.

The proportionality factor governing Norway's contribution shall be obtained by establishing the ratio between Norway's gross domestic product (GDP), at market prices, and the sum of gross domestic products, at market prices, of the Member States of the Community and Norway.

This ratio shall be calculated on the basis of the latest available statistical data of the Organization for Economic Cooperation and Development (OECD).

The funds estimated as necessary to carry out the Community subprogramme, the indicative amount of Norway's contribution to management and administration operations and contracts, and the timetable of the commitment estimates are set out in Annex C.

The rules governing Norway's financial contribution are set out in Annex D.

Article 3

For Norwegian research and development bodies and persons, the terms and conditions for the submission and evaluation of proposals and the terms and conditions for the granting and conclusion of contracts under the Community subprogramme shall be the same as those applicable to research and development bodies and persons in the Community provided that the rights of access to results shall be limited to those arising from contracts under the subprogramme 'radiation protection'. In particular, the general provisions applicable to research contracts within the Community shall apply subject to this Article, *mutatis mutandis*, to research contracts with Norwegian research and development bodies and persons as far as questions relating to taxation and customs duties and the utilization of research results are concerned.

Article 4

The Commission shall be responsible for the implementation of the subprogramme and shall be assisted in the implementation by the Management and Coordination Advisory Committee (CGC) for Radiation Protection, set up by Decision 84/338/Euratom, ECSC, EEC of 29 June 1984 dealing with structures and procedures for the management and coordination of Community research, development and demonstration activities⁽¹⁾.

The Committee shall be enlarged to include two representatives designated by Norway who may be assisted or replaced by one Norwegian expert. They shall participate solely in the work of the Committee which meets in its variable configuration to accomplish the tasks concerning Area 1, 'radiation protection', of the Community programme on nuclear fission safety.

Article 5

1. In the course of the second year of implementation of the subprogramme, the Commission shall review it and send a report on the results of its review to the European Parliament, the Council, the Economic and Social Committee and Norway; this report shall be accompanied, where necessary, by proposals for amendment.

2. At the end of the subprogramme, an evaluation of the results achieved shall be conducted for the Commission by a group of independent experts. This group's report, together with any comments by the Commission, shall be submitted to the European Parliament, the Council and the Economic and Social Committee, and sent to Norway.

3. The reports referred to in paragraphs 1 and 2 shall be established having regard to the objectives set out in Annex A.

Article 6

Each Contracting Party undertakes, in accordance with their respective rules and regulations, to facilitate the movement and residence of research workers participating in Norway and in the Community in the activities covered by this Agreement.

Article 7

The Commission and the Agricultural Research Council of Norway, replaced by the Research Council of Norway

after 1 January 1993 shall ensure the implementation of this Agreement.

Article 8

The Annexes A, B, C and D to this Agreement shall be an integral part thereof.

Article 9

1. This Agreement is concluded for the duration of the Community subprogramme finishing on 31 December 1994.

Should the Community revise the Community subprogramme, this Agreement may be denounced under mutually agreed conditions. Norway shall be notified of the exact content of the revised subprogramme within one week after its adoption by the Community. The Contracting Parties shall notify each other within three months after the Community decision has been adopted if a termination of this Agreement is envisaged.

2. Where the Community adopts a new R&D programme in the field of radiation protection, this Agreement may be renegotiated or renewed under mutually agreed conditions.

3. Subject to paragraph 1, either Contracting Party may at any time terminate the Agreement with six months notice. The projects and work in progress at the time of termination and/or expiry of this Agreement shall be continued until they are completed under the conditions laid down in this Agreement.

Article 10

This Agreement shall be approved by the Contracting Parties in accordance with their existing procedures.

It shall enter into force on the date on which the Contracting Parties notify each other of the completion of the procedures necessary for the purpose.

Article 11

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

Article 12

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

⁽¹⁾ OJ No L 177, 4. 7. 1984, p. 25.

Done at Brussels, 20 July 1994.

Paul Fauch

*For the European Atomic
Energy Community*



For the Kingdom of Norway

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ANNEX A**OBJECTIVES AND SCIENTIFIC AND TECHNICAL CONTENT OF THE SUBPROGRAMME****RADIATION PROTECTION**

The aim is to provide the scientific knowledge for an objective assessment of radiation effects and risks and to determine methods to optimize radiation protection. Research will be carried out to define the extent of exposure and the ways in which it can occur from natural, medical and industrial sources, study the health consequences, including the treatment of over-exposure, and assess, in a comparative and quantitative way, the risks which radiation can pose to man and his environment.

This scientific knowledge is a prerequisite for the continued updating of the 'Basic Safety Standards for the Health Protection of the General Public and Workers against the Dangers of Ionizing Radiation' and will provide the scientific basis for the continued evolution of radiation protection concepts and practices.

It is also aimed at maintaining and enhancing the technical and regulatory aspects of expertise in radiation protection and will help the relevant authorities to evaluate the impact of long-term choices in energy policy on man and his environment, to manage normal operational and emergency situations and to inform the public objectively about the risks and benefits of radiation. Health risks posed by decommissioning will be analysed both for systems of containing radioactivity in the event of serious accidents and for installations decommissioned or about to be decommissioned at the end of their normal operation.

Issues related to concern about radiation and its effects, heightened by the accident at Chernobyl and by more recent information on risk estimates and on the extent of exposure from natural, medical and industrial sources, will be addressed. Research will aim, in an increasingly complex environment, at reducing the uncertainties surrounding the evaluation of risks at low doses/low dose rates by combining epidemiological information with that obtained from a variety of experimental approaches.

The risks related to radon in homes will be assessed. Comparative studies taking into account the relevant factors (geographical areas, building materials, lifestyles, etc.) will be undertaken. They should provide information enabling effective and durable countermeasures to be devised to reduce population exposure. Research on optimizing procedures will be carried out in order to reduce patient exposure from diagnostic radiology. Management procedures based on improved scientific information will be developed to optimize radiological protection in the workplace.

Scientific procedures will be developed to allow the consequences of nuclear emergencies to be assessed in real time and their management to be improved thus enabling the most effective countermeasures to be taken, to reduce transfer of radioactive contamination to man and to treat victims of radiation accidents.

The solving of the complex problems involved requires that information from very different subject areas be integrated in a multi-disciplinary approach in which the following themes will be addressed:

Human exposure to radiation and radioactivity

The objective is to develop ways and means of measuring radiation doses in an accurate and reliable way and to define the critical pathways of radioactivity in the environment and possible strategies to impede the transfer of radionuclides to man.

The behaviour of radionuclides in the environment will be studied, focusing on natural and long-lived artificial radionuclides which can accumulate in natural or semi-natural ecosystems or undergo chemical and biological modifications. In addition, countermeasures to reduce the consequences of radioactive contamination for man and his environment will be investigated.

Effects of radiation exposure on man : assessment, prevention and treatment

The objective is to determine quantitatively effects occurring at low doses/low dose rates (stochastic effects), to develop means to recognize and treat consequences of radiation accidents (non-stochastic effects) and to assess effects on the developing organism.

A concerted approach based on microdosimetry, biophysical modelling, molecular, cellular and animal studies and epidemiology will be undertaken to understand the mechanisms involved and to evaluate the risks of radiation-induced cancer and genetic damage in man, making use, *inter alia*, of sampling and comparative epidemiological studies conducted in different areas.

This will lend considerable support to the interpretation of human epidemiological data and to their extrapolation to low doses/low dose rates.

Diagnosis and treatment of consequences of accidents involving local external or whole-body exposure or internal contamination with radionuclides, will be improved by studying their pathogenesis and making use of new molecular and cellular techniques. Investigations on the developing organism will focus on brain damage after irradiation *in utero*, on radiation-induced cancers and on the transfer of radionuclides in the foetus and during infancy and childhood.

Risks and management of radiation exposure

The objective is to evaluate the overall risks of human exposure to radiation and to provide the methods for optimizing and managing radiation protection in normal and accident situations.

Systematic information on human exposure from natural, medical and industrial sources will be collected and emphasis will be placed on epidemiological studies, including those on persons exposed at the workplace or to enhanced natural radioactivity. The factors affecting population radon exposure in homes and possible countermeasures will be investigated. Radiation risks will be put into perspective by comparing them with other risks.

Optimization of radiation protection in normal and accident situations will be investigated to conform with new basic standards. Radiation accident consequence models and emergency management procedures will be further developed. Optimization of diagnostic exposure will be achieved by developing quality assurance measures for medical image quality and analysing the risks and benefits of the different procedures.

ANNEX B**IMPLEMENTATION OF THE SUBPROGRAMME AND THE COMMUNITY'S RATE OF FINANCIAL PARTICIPATION**

1. The Commission will implement the subprogramme on the basis of the objectives and the scientific and technical content described in Annex A.
2. Selection of projects must take account of the criteria listed in Annex III to Council Decision 90/221/Euratom, EEC ⁽¹⁾, adopting the third framework programme, and the objectives set out in Annex A to this Agreement.

The subprogramme will be conducted mainly through shared-cost research projects. The projects will be the subject of shared-cost research and technological development contracts and Community financial participation will not normally be more than 50 %. Universities and other research centres participating in shared-cost projects will have the option of requesting, for each project, either 50 % funding of total expenditure or 100 % funding of additional marginal costs.

Shared-cost research projects must be carried out by participants established within the Community and in Norway. The projects, which may involve, for example, universities, research organizations and industrial firms, including small and medium-sized enterprises, must provide for participation by at least two mutually independent partners established in different Member States of the Community. Contracts relating to shared-cost research projects must as a general rule be concluded following a selection procedure based on calls for proposals published in the *Official Journal of the European Communities*.

3. The knowledge acquired in the course of the projects will be disseminated both within the subprogramme and by means of a centralized action, pursuant to the Decision referred to in Article 4, third paragraph, of Decision 90/221/Euratom, EEC.

⁽¹⁾ OJ No L 117, 8. 5. 1990, p. 28.

ANNEX C

FINANCIAL PROVISIONS

1. The amount estimated as necessary to carry out the subprogramme shall be ECU 41 140 000.
2. Norway's financial contribution for its association with the Community subprogramme is estimated to be ECU 707 608 and shall be added, along with other possible contributions from third countries to the abovementioned amount, as foreseen in Article 2 of this Agreement.
3. The indicative timetable for the commitment appropriations of the subprogramme and Norway's contribution are as follows :

(ECU)

Community commitments	1992	1993	1994	Total
Management and administration operations	2 120 000	2 870 000	2 900 000	7 890 000
Contracts	17 600 000	10 900 000	4 750 000	33 250 000
Total	19 720 000	13 770 000	7 650 000	41 140 000
Norway's contribution	1992	1993	1994	Total
Management and administration operations		35 761	35 000	70 761
Contracts		382 147	254 700	636 847
Total		417 908	289 700	707 608

*ANNEX D***FINANCING RULES**

1. This Annex lays down the detailed rules governing Norway's financial contribution referred to in Article 2 of this Agreement.
2. At the beginning of each year, or whenever the Community subprogramme is revised so as to involve an increase in the amount estimated as necessary for its implementation, the Commission shall send to Norway a call for funds corresponding to its contribution to the costs under this Agreement.

This contribution shall be expressed both in ecus and in the Norwegian currency, the composition of the ecu being defined in Regulation (EEC) No 3180/78 ⁽¹⁾, as amended by Regulation (EEC) No 1971/89 ⁽²⁾. The value in Norwegian currency of the contribution in ecus shall be determined on the date of the call for funds.

3. Norway shall pay its contribution to the annual costs under this Agreement at the beginning of each year and at the latest three months after the call for funds is sent. Any delay in the payment of the contribution shall give rise to the payment of interest by Norway at a rate equal to the highest discount rate obtained in the Member States of the Community on the due date. The rate shall be increased by 0,25 of a percentage point for each month of delay.

The increased rate shall be applied to the entire period of delay. However, this interest shall be payable only if the contribution is paid more than three months after a call for funds has been made by the Commission.

4. Travel costs of Norwegian representatives and experts arising from their participation in the work of the Committee referred to in Article 4 of this Agreement shall be reimbursed by the Commission in accordance with the procedures currently in force for the representatives and experts of the Member States of the Community and, in particular, in accordance with Decision 84/338/Euratom, ECSC, EEC.
5. The funds paid by Norway shall be credited to the Community subprogramme as budget receipts allocated to its appropriate heading in the statement of revenue of the general budget of the European Communities.
6. The Financial Regulation in force, applicable to the general budget of the European Communities, shall apply to the management of the appropriations.
7. At the end of each year, a statement of appropriations for the Community subprogramme shall be prepared and transmitted to Norway for information.

⁽¹⁾ OJ No L 379, 30. 12. 1978, p. 1.
⁽²⁾ OJ No L 189, 4. 7. 1989, p. 1.

COOPERATION AGREEMENT

between the European Atomic Energy Community and the Kingdom of Sweden on radiation protection

THE EUROPEAN ATOMIC ENERGY COMMUNITY, hereinafter called 'the Community',

and

THE KINGDOM OF SWEDEN, hereinafter called Sweden,

both hereinafter called the 'Contracting Parties',

WHEREAS the Community and Sweden concluded a Framework Agreement for scientific and technical cooperation which entered into force on 27 August 1987;

WHEREAS, by Decision of 28 November 1991, the Council of the European Communities, hereinafter called 'the Council', adopted a specific research and education programme in the field of nuclear fission safety (1990 to 1994), which includes as Area 1 'radiation protection', hereinafter called the 'Community subprogramme';

WHEREAS the association of Sweden with the Community subprogramme can help to improve the efficacy of the research carried out by the Contracting Parties in the field of nuclear fission safety and can avoid the useless duplication of efforts;

WHEREAS the Community and Sweden expect to obtain mutual benefit from Sweden's association with the Community subprogramme,

HAVE AGREED AS FOLLOWS:

Article 1

Sweden is hereby associated as from 1 January 1992 with the implementation of the Community subprogramme 'radiation protection' as set out in Annex A. The implementation of the subprogramme and the Community's rate of financial participation are set out in Annex B.

Article 2

The financial contribution of Sweden, deriving from its association with the implementation of the Community subprogramme, shall be established in proportion to the amount available each year in the general budget of the European Communities for appropriations covering commitments to meet financial obligations of the Commission of the European Communities, hereinafter referred to as 'the Commission', resulting from work to be carried out in the framework of shared-cost research contracts necessary for the implementation of the Community subprogramme and from management and administrative operating expenditure for the said subprogramme.

The proportionality factor governing Sweden's contribution shall be obtained by establishing the ratio between Sweden's gross domestic product (GDP), at market prices, and the sum of gross domestic products, at market prices, of the Member States of the Community and of Sweden.

This ratio shall be calculated on the basis of the latest available statistical data of the Organization for Economic Cooperation and Development (OECD).

The funds estimated as necessary to carry out the Community subprogramme, the indicative amount of Sweden's contribution to management and administration operations and contracts, and the timetable of the commitment estimates are set out in Annex C.

The rules governing Sweden's financial contribution are set out in Annex D.

Article 3

For Swedish research and development bodies and persons, the terms and conditions for the submission and evaluation of proposals and the terms and conditions for the granting and conclusion of contracts under the Community subprogramme shall be the same as those applicable to research and development bodies and persons in the Community provided that the rights of access to results shall be limited to those arising from contracts under the subprogramme 'radiation protection'. In particular, the general provisions applicable to research contracts within the Community shall apply subject to this Article, *mutatis mutandis*, to research contracts with Swedish research and development bodies and persons as far as questions relating to taxation and customs duties and the utilization of research results are concerned.

Article 4

The Commission shall be responsible for the implementation of the subprogramme and shall be assisted in the implementation by the Management and Coordination Advisory Committee (CGC) for Radiation Protection, set up by Decision 84/338/Euratom, ECSC, EEC of 29 June 1984 dealing with structures and procedures for the management and coordination of Community research, development and demonstration activities⁽¹⁾.

The Committee shall be enlarged to include two representatives designated by Sweden who may be assisted or replaced by one Swedish expert. They shall participate solely in the work of the Committee which meets in its variable configuration to accomplish the tasks concerning Area 1, 'radiation protection', of the Community programme on nuclear fission safety.

Article 5

1. In the course of the second year of implementation of the subprogramme, the Commission shall review it and send a report on the results of its review to the European Parliament, the Council, the Economic and Social Committee and Sweden; this report shall be accompanied, where necessary, by proposals for amendment.

2. At the end of the subprogramme, an evaluation of the results achieved shall be conducted for the Commission by a group of independent experts. This group's report, together with any comments by the Commission, shall be submitted to the European Parliament, the Council and the Economic and Social Committee, and sent to Sweden.

3. The reports referred to in paragraphs 1 and 2 shall be established having regard to the objectives set out in Annex A.

Article 6

Each Contracting Party undertakes, in accordance with their respective rules and regulations, to facilitate the movement and residence of research workers participating in Sweden and in the Community in the activities covered by this Agreement.

Article 7

The Commission and the Swedish Radiation Protection Institute shall ensure the implementation of this Agreement.

Article 8

The Annexes A, B, C and D to this Agreement shall be an integral part thereof.

Article 9

1. This Agreement is concluded for the duration of the Community subprogramme finishing on 31 December 1994.

Should the Community revise the Community subprogramme, this Agreement may be denounced under mutually agreed conditions. Sweden shall be notified of the exact content of the revised subprogramme within one week after its adoption by the Community. The Contracting Parties shall notify each other within three months after the Community decision has been adopted if a termination of this Agreement is envisaged.

2. Where the Community adopts a new R&D programme in the field of radiation protection, this Agreement may be renegotiated or renewed under mutually agreed conditions.

3. Subject to paragraph 1, either Contracting Party may at any time terminate the Agreement with six months notice. The projects and work in progress at the time of termination and/or expiry of this Agreement shall be continued until they are completed under the conditions laid down in this Agreement.

Article 10

This Agreement shall be approved by the Contracting Parties in accordance with their existing procedures.

It shall enter into force on the date on which the Contracting Parties notify each other of the completion of the procedures necessary for this purpose.

Article 11

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

Article 12

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

⁽¹⁾ OJ No L 177, 4. 7. 1984, p. 25.

Done at Brussels, 21 June 1994.



*For the European Atomic
Energy Community*



For the Kingdom of Sweden

ANNEX A

OBJECTIVES AND SCIENTIFIC AND TECHNICAL CONTENT OF THE SUBPROGRAMME

RADIATION PROTECTION

The aim is to provide the scientific knowledge for an objective assessment of radiation effects and risks and to determine methods to optimize radiation protection. Research will be carried out to define the extent of exposure and the ways in which it can occur from natural, medical and industrial sources, study the health consequences, including the treatment of over-exposure, and assess, in a comparative and quantitative way, the risks which radiation can pose to man and his environment.

This scientific knowledge is a prerequisite for the continued updating of the 'Basic Safety Standards for the Health Protection of the General Public and Workers against the Dangers of Ionizing Radiation' and will provide the scientific basis for the continued evolution of radiation protection concepts and practices.

It is also aimed at maintaining and enhancing the technical and regulatory aspects of expertise in radiation protection and will help the relevant authorities to evaluate the impact of long-term choices in energy policy on man and his environment, to manage normal operational and emergency situations and to inform the public objectively about the risks and benefits of radiation. Health risks posed by decommissioning will be analysed both for systems of containing radioactivity in the event of serious accidents and for installations decommissioned or about to be decommissioned at the end of their normal operation.

Issues related to concern about radiation and its effects, heightened by the accident at Chernobyl and by more recent information on risk estimates and on the extent of exposure from natural, medical and industrial sources, will be addressed. Research will aim, in an increasingly complex environment, at reducing the uncertainties surrounding the evaluation of risks at low doses/low dose rates by combining epidemiological information with that obtained from a variety of experimental approaches.

The risks related to radon in homes will be assessed. Comparative studies taking into account the relevant factors (geographical areas, building materials, lifestyles, etc.) will be undertaken. They should provide information enabling effective and durable countermeasures to be devised to reduce population exposure. Research on optimizing procedures will be carried out in order to reduce patient exposure from diagnostic radiology. Management procedures based on improved scientific information will be developed to optimize radiological protection in the workplace.

Scientific procedures will be developed to allow the consequences of nuclear emergencies to be assessed in real time and their management to be improved thus enabling the most effective countermeasures to be taken, to reduce transfer of radioactive contamination to man and to treat victims of radiation accidents.

The solving of the complex problems involved requires that information from very different subject areas be integrated in a multi-disciplinary approach in which the following themes will be addressed:

Human exposure to radiation and radioactivity

The objective is to develop ways and means of measuring radiation doses in an accurate and reliable way and to define the critical pathways of radioactivity in the environment and possible strategies to impede the transfer of radionuclides to man.

The behaviour of radionuclides in the environment will be studied, focusing on natural and long-lived artificial radionuclides which can accumulate in natural or semi-natural ecosystems or undergo chemical and biological modifications. In addition, countermeasures to reduce the consequences of radioactive contamination for man and his environment will be investigated.

Effects of radiation exposure on man: assessment, prevention and treatment

The objective is to determine quantitatively effects occurring at low doses/low dose rates (stochastic effects), to develop means to recognize and treat consequences of radiation accidents (non-stochastic effects) and to assess effects on the developing organism.

A concerted approach based on microdosimetry, biophysical modelling, molecular, cellular and animal studies and epidemiology will be undertaken to understand the mechanisms involved and to evaluate the risks of radiation-induced cancer and genetic damage in man, making use, *inter alia*, of sampling and comparative epidemiological studies conducted in different areas.

This will lend considerable support to the interpretation of human epidemiological data and to their extrapolation to low doses/low dose rates.

Diagnosis and treatment of consequences of accidents involving local external or whole-body exposure or internal contamination with radionuclides, will be improved by studying their pathogenesis and making use of new molecular and cellular techniques. Investigations on the developing organism will focus on brain damage after irradiation *in utero*, on radiation-induced cancers and on the transfer of radionuclides in the foetus and during infancy and childhood.

Risks and management of radiation exposure

The objective is to evaluate the overall risks of human exposure to radiation and to provide the methods for optimizing and managing radiation protection in normal and accident situations.

Systematic information on human exposure from natural, medical and industrial sources will be collected and emphasis will be placed on epidemiological studies, including those on persons exposed at the workplace or to enhanced natural radioactivity. The factors affecting population radon exposure in homes and possible countermeasures will be investigated. Radiation risks will be put into perspective by comparing them with other risks.

Optimization of radiation protection in normal and accident situations will be investigated to conform with new basic standards. Radiation accident consequence models and emergency management procedures will be further developed. Optimization of diagnostic exposure will be achieved by developing quality assurance measures for medical image quality and analysing the risks and benefits of the different procedures.

ANNEX B**IMPLEMENTATION OF THE SUBPROGRAMME AND THE COMMUNITY'S RATE OF FINANCIAL PARTICIPATION**

1. The Commission will implement the subprogramme on the basis of the objectives and the scientific and technical content described in Annex A.
2. Selection of projects must take account of the criteria listed in Annex III to Council Decision 90/221/Euratom, EEC ⁽¹⁾, adopting the third framework programme, and the objectives set out in Annex A to this Agreement.

The subprogramme will be conducted mainly through shared-cost research projects. The projects will be the subject of shared-cost research and technological development contracts and Community financial participation will not normally be more than 50 %. Universities and other research centres participating in shared-cost projects will have the option of requesting, for each project, either 50 % funding of total expenditure or 100 % funding of additional marginal costs.

Shared-cost research projects must be carried out by participants established within the Community and in Sweden. The projects, which may involve, for example, universities, research organizations and industrial firms, including small and medium-sized enterprises, must provide for participation by at least two mutually independent partners established in different Member States of the Community. Contracts relating to shared-cost research projects must as a general rule be concluded following a selection procedure based on calls for proposals published in the *Official Journal of the European Communities*.

3. The knowledge acquired in the course of the projects will be disseminated both within the subprogramme and by means of a centralized action, pursuant to the Decision referred to in Article 4, third paragraph, of Decision 90/221/Euratom, EEC.

⁽¹⁾ OJ No L 117, 8. 5. 1990, p. 28.

ANNEX C

FINANCIAL PROVISIONS

1. The amount estimated as necessary to carry out the subprogramme shall be ECU 41 140 000.
2. Sweden's financial contribution for its association with the Community subprogramme is estimated to be ECU 1 501 610 and shall be added, along with other possible contributions from third countries to the abovementioned amount, as foreseen in Article 2 of this Agreement.
3. The indicative timetable for the commitment appropriations of the subprogramme and Sweden's contribution are as follows :

(ECU)

Community commitments	1992	1993	1994	Total
Management and administration operations	2 120 000	2 870 000	2 900 000	7 890 000
Contracts	17 600 000	11 300 000	4 350 000	33 250 000
Total	19 720 000	13 770 000	7 650 000	41 140 000
Sweden's contribution	1992	1993	1994	Total
Management and administration operations		80 161	70 000	150 161
Contracts		811 449	540 000	1 351 449
Total		891 610	610 000	1 501 610

*ANNEX D***FINANCING RULES**

1. This Annex lays down the detailed rules governing Sweden's financial contribution referred to in Article 2 of this Agreement.

2. At the beginning of each year, or whenever the Community subprogramme is revised so as to involve an increase in the amount estimated as necessary for its implementation, the Commission shall send to Sweden a call for funds corresponding to its contribution to the costs under this Agreement.

This contribution shall be expressed both in ecus and in the Swedish currency, the composition of the ecu being defined in Regulation (EEC) No 3180/78 ⁽¹⁾, as amended by Regulation (EEC) No 1971/89 ⁽²⁾. The value in Swedish currency of the contribution in ecus shall be determined on the date of the call for funds.

3. Sweden shall pay its contribution to the annual costs under this Agreement at the beginning of each year and at the latest three months after the call for funds is sent. Any delay in the payment of the contribution shall give rise to the payment of interest by Sweden at a rate equal to the highest discount rate obtained in the Member States of the Community on the due date. The rate shall be increased by 0,25 of a percentage point for each month of delay.

The increased rate shall be applied to the entire period of delay. However, this interest shall be payable only if the contribution is paid more than three months after a call for funds has been made by the Commission.

4. Travel costs of Swedish representatives and experts arising from their participation in the work of the Committee referred to in Article 4 of this Agreement shall be reimbursed by the Commission in accordance with the procedures currently in force for the representatives and experts of the Member States of the Community and, in particular, in accordance with Decision 84/338/Euratom, ECSC, EEC.

5. The funds paid by Sweden shall be credited to the Community subprogramme as budget receipts allocated to its appropriate heading in the statement of revenue of the general budget of the European Communities.

6. The Financial Regulation in force, applicable to the general budget of the European Communities, shall apply to the management of the appropriations.

7. At the end of each year, a statement of appropriations for the Community subprogramme shall be prepared and transmitted to Sweden for information.

⁽¹⁾ OJ No L 379, 30. 12. 1978, p. 1.

⁽²⁾ OJ No L 189, 4. 7. 1989, p. 1.

COOPERATION AGREEMENT

between the European Atomic Energy Community and the Swiss Confederation on radiation protection

THE EUROPEAN ATOMIC ENERGY COMMUNITY, hereinafter called 'the Community',

and

THE SWISS CONFEDERATION, hereinafter called 'Switzerland',

both hereinafter called the 'Contracting Parties',

WHEREAS the Community and Switzerland concluded a Framework Agreement for scientific and technical cooperation which entered into force on 17 July 1987;

WHEREAS, by Decision of 28 November 1991, the Council of the European Communities, hereinafter called 'the Council', adopted a specific research and education programme in the field of nuclear fission safety (1990 to 1994), which includes as Area 1 'radiation protection', hereinafter called the 'Community subprogramme';

WHEREAS the association of Switzerland with the Community subprogramme can help to improve the efficacy of the research carried out by the Contracting Parties in the field of nuclear fission safety and can avoid the useless duplication of efforts;

WHEREAS the Community and Switzerland expect to obtain mutual benefit from Switzerland's association with the Community subprogramme,

HAVE AGREED AS FOLLOWS:

Article 1

Switzerland is hereby associated as from 1 July 1992 with the implementation of the Community subprogramme 'radiation protection' as set out in Annex A. The implementation of the subprogramme and the Community's rate of financial participation are set out in Annex B.

Article 2

The financial contribution of Switzerland, deriving from its association with the implementation of the Community subprogramme, shall be established in proportion to the amount available each year in the general budget of the European Communities for appropriations covering commitments to meet financial obligations of the Commission of the European Communities, hereinafter referred to as 'the Commission', resulting from work to be carried out in the framework of shared-cost research contracts necessary for the implementation of the Community subprogramme and from management and administrative operating expenditure for the said subprogramme.

The proportionality factor governing Switzerland's contribution shall be obtained by establishing the ratio between Switzerland's gross domestic product (GDP), at market prices, and the sum of gross domestic products, at market prices, of the Member States of the Community and of

Switzerland. This ratio shall be calculated on the basis of the latest available statistical data of the Organization for Economic Cooperation and Development (OECD).

The funds estimated as necessary to carry out the Community subprogramme, the indicative amount of Switzerland's contribution to management and administration operations and contracts, and the timetable of the commitment estimates are set out in Annex C.

The rules governing Switzerland's financial contribution are set out in Annex D.

Article 3

For Swiss research and development bodies and persons, the terms and conditions for the submission and evaluation of proposals and the terms and conditions for the granting and conclusion of contracts under the Community subprogramme shall be the same as those applicable to research and development bodies and persons in the Community provided that the rights of access to results shall be limited to those arising from contracts under the subprogramme 'radiation protection'. In particular, the general provisions applicable to research contracts within the Community shall apply subject to this Article, *mutatis mutandis*, to research contracts with Swiss research and development bodies and persons as far as questions relating to taxation and customs duties and the utilization of research results are concerned.

Article 4

The Commission shall be responsible for the implementation of the subprogramme and shall be assisted in the implementation by the Management and Coordination Advisory Committee (CGC) for Radiation Protection, set up by Decision 84/338/Euratom, ECSC, EEC of 29 June 1984 dealing with structures and procedures for the management and coordination of Community research, development and demonstration activities⁽¹⁾.

The Committee shall be enlarged to include two representatives designated by Switzerland who may be assisted or replaced by one Swiss expert. They shall participate solely in the work of the Committee which meets in its variable configuration to accomplish the tasks concerning Area 1, 'radiation protection', of the Community programme on nuclear fission safety.

Article 5

1. In the course of the second year of implementation of the subprogramme, the Commission shall review it and send a report on the results of its review to the European Parliament, the Council, the Economic and Social Committee and Switzerland; this report shall be accompanied, where necessary, by proposals for amendment.

2. At the end of the subprogramme, an evaluation of the results achieved shall be conducted for the Commission by a group of independent experts. This group's report, together with any comments by the Commission, shall be submitted to the European Parliament, the Council and the Economic and Social Committee, and sent to Switzerland.

3. The reports referred to in paragraphs 1 and 2 shall be established having regard to the objectives set out in Annex A.

Article 6

Each Contracting Party undertakes, in accordance with their respective rules and regulations, to facilitate the movement and residence of research workers participating in Switzerland and in the Community in the activities covered by this Agreement.

Article 7

The Commission and the Swiss Federal Council shall ensure the implementation of this Agreement.

Article 8

The Annexes A, B, C and D to this Agreement shall be an integral part thereof.

Article 9

1. This Agreement is concluded for the duration of the Community subprogramme finishing on 31 December 1994.

Should the Community revise the Community subprogramme, this Agreement may be denounced under mutually agreed conditions. Switzerland shall be notified of the exact content of the revised subprogramme within one week after its adoption by the Community. The Contracting Parties shall notify each other within three months after the Community decision has been adopted if a termination of this Agreement is envisaged.

2. Where the Community adopts a new R&D programme in the field of radiation protection, this Agreement may be renegotiated or renewed under mutually agreed conditions.

3. Subject to paragraph 1, either Contracting Party may at any time terminate the Agreement with six months notice. The projects and work in progress at the time of termination and/or expiry of this Agreement shall be continued until they are completed under the conditions laid down in this Agreement.

Article 10

This Agreement shall be approved by the Contracting Parties in accordance with their existing procedures.

It shall enter into force on the date on which the Contracting Parties notify each other of the completion of the procedures necessary for this purpose.

Article 11

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

Article 12

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

⁽¹⁾ OJ No L 177, 4. 7. 1984, p. 25.

Done at Brussels, 31 May 1994.

Paolo Farella

*For the European Atomic
Energy Community*

Alan S. Lewis

For the Swiss Confederation

ANNEX A

OBJECTIVES AND SCIENTIFIC AND TECHNICAL CONTENT OF THE SUBPROGRAMME

RADIATION PROTECTION

The aim is to provide the scientific knowledge for an objective assessment of radiation effects and risks and to determine methods to optimize radiation protection. Research will be carried out to define the extent of exposure and the ways in which it can occur from natural, medical and industrial sources, study the health consequences, including the treatment of over-exposure, and assess, in a comparative and quantitative way, the risks which radiation can pose to man and his environment.

This scientific knowledge is a prerequisite for the continued updating of the 'Basic Safety Standards for the Health Protection of the General Public and Workers against the Dangers of Ionizing Radiation' and will provide the scientific basis for the continued evolution of radiation protection concepts and practices.

It is also aimed at maintaining and enhancing the technical and regulatory aspects of expertise in radiation protection and will help the relevant authorities to evaluate the impact of long-term choices in energy policy on man and his environment, to manage normal operational and emergency situations and to inform the public objectively about the risks and benefits of radiation. Health risks posed by decommissioning will be analysed both for systems of containing radioactivity in the event of serious accidents and for installations decommissioned or about to be decommissioned at the end of their normal operation.

Issues related to concern about radiation and its effects, heightened by the accident at Chernobyl and by more recent information on risk estimates and on the extent of exposure from natural, medical and industrial sources, will be addressed. Research will aim, in an increasingly complex environment, at reducing the uncertainties surrounding the evaluation of risks at low doses/low dose rates by combining epidemiological information with that obtained from a variety of experimental approaches.

The risks related to radon in homes will be assessed. Comparative studies taking into account the relevant factors (geographical areas, building materials, lifestyles, etc.) will be undertaken. They should provide information enabling effective and durable countermeasures to be devised to reduce population exposure. Research on optimizing procedures will be carried out in order to reduce patient exposure from diagnostic radiology. Management procedures based on improved scientific information will be developed to optimize radiological protection in the workplace.

Scientific procedures will be developed to allow the consequences of nuclear emergencies to be assessed in real time and their management to be improved thus enabling the most effective countermeasures to be taken, to reduce transfer of radioactive contamination to man and to treat victims of radiation accidents.

The solving of the complex problems involved requires that information from very different subject areas be integrated in a multi-disciplinary approach in which the following themes will be addressed:

Human exposure to radiation and radioactivity

The objective is to develop ways and means of measuring radiation doses in an accurate and reliable way and to define the critical pathways of radioactivity in the environment and possible strategies to impede the transfer of radionuclides to man.

The behaviour of radionuclides in the environment will be studied, focusing on natural and long-lived artificial radionuclides which can accumulate in natural or semi-natural ecosystems or undergo chemical and biological modifications. In addition, countermeasures to reduce the consequences of radioactive contamination for man and his environment will be investigated.

Effects of radiation exposure on man: assessment, prevention and treatment

The objective is to determine quantitatively effects occurring at low doses/low dose rates (stochastic effects), to develop means to recognize and treat consequences of radiation accidents (non-stochastic effects) and to assess effects on the developing organism.

A concerted approach based on microdosimetry, biophysical modelling, molecular, cellular and animal studies and epidemiology will be undertaken to understand the mechanisms involved and to evaluate the risks of radiation-induced cancer and genetic damage in man, making use, *inter alia*, of sampling and comparative epidemiological studies conducted in different areas.

This will lend considerable support to the interpretation of human epidemiological data and to their extrapolation to low doses/low dose rates.

Diagnosis and treatment of consequences of accidents involving local external or whole-body exposure or internal contamination with radionuclides, will be improved by studying their pathogenesis and making use of new molecular and cellular techniques. Investigations on the developing organism will focus on brain damage after irradiation *in utero*, on radiation-induced cancers and on the transfer of radionuclides in the foetus and during infancy and childhood.

Risks and management of radiation exposure

The objective is to evaluate the overall risks of human exposure to radiation and to provide the methods for optimizing and managing radiation protection in normal and accident situations.

Systematic information on human exposure from natural, medical and industrial sources will be collected and emphasis will be placed on epidemiological studies, including those on persons exposed at the workplace or to enhanced natural radioactivity. The factors affecting population radon exposure in homes and possible countermeasures will be investigated. Radiation risks will be put into perspective by comparing them with other risks.

Optimization of radiation protection in normal and accident situations will be investigated to conform with new basic standards. Radiation accident consequence models and emergency management procedures will be further developed. Optimization of diagnostic exposure will be achieved by developing quality assurance measures for medical image quality and analysing the risks and benefits of the different procedures.

ANNEX B

IMPLEMENTATION OF THE SUBPROGRAMME AND THE COMMUNITY'S RATE OF FINANCIAL PARTICIPATION

1. The Commission will implement the subprogramme on the basis of the objectives and the scientific and technical content described in Annex A.
2. Selection of projects must take account of the criteria listed in Annex III to Council Decision 90/221/Euratom, EEC ⁽¹⁾, adopting the third framework programme, and the objectives set out in Annex A to this Agreement.

The subprogramme will be conducted mainly through shared-cost research projects. The projects will be the subject of shared-cost research and technological development contracts and Community financial participation will not normally be more than 50 %. Universities and other research centres participating in shared-cost projects will have the option of requesting, for each project, either 50 % funding of total expenditure or 100 % funding of additional marginal costs.

Shared-cost research projects must be carried out by participants established within the Community and in Switzerland. The projects, which may involve, for example, universities, research organizations and industrial firms, including small and medium-sized enterprises, must provide for participation by at least two mutually independent partners established in different Member States of the Community. Contracts relating to shared-cost research projects must as a general rule be concluded following a selection procedure based on calls for proposals published in the *Official Journal of the European Communities*.

3. The knowledge acquired in the course of the projects will be disseminated both within the subprogramme and by means of a centralized action, pursuant to the Decision referred to in Article 4, third paragraph, of Decision 90/221/Euratom, EEC.

⁽¹⁾ OJ No L 117, 8. 5. 1990, p. 28.

ANNEX C

FINANCIAL PROVISIONS

1. The amount estimated as necessary to carry out the subprogramme shall be ECU 41 140 000.
2. Switzerland's financial contribution for its association with the Community subprogramme is estimated to be ECU 1 476 926 and shall be added, along with other possible contributions from third countries to the abovementioned amount, as foreseen in Article 2 of this Agreement.
3. The indicative timetable for the commitment appropriations of the subprogramme and Switzerland's contribution are as follows:

(ECU)

Community commitments	1992	1993	1994	Total
Management and administration operations	2 120 000	2 870 000	2 900 000	7 890 000
Contracts	17 600 000	10 900 000	4 750 000	33 250 000
Total	19 720 000	13 770 000	7 650 000	41 140 000
Switzerland's contribution	1992	1993	1994	Total
Management and administration operations		77 693	70 000	147 693
Contracts		797 540	531 693	1 329 233
Total		875 233	601 639	1 476 926

*ANNEX D***FINANCING RULES**

1. This Annex lays down the detailed rules governing Switzerland's financial contribution referred to in Article 2 of this Agreement.
2. At the beginning of each year, or whenever the Community subprogramme is revised so as to involve an increase in the amount estimated as necessary for its implementation, the Commission shall send to Switzerland a call for funds corresponding to its contribution to the costs under this Agreement.

This contribution shall be expressed both in ecus and in the Swiss currency, the composition of the ecu being defined in Regulation (EEC) No 3180/78 ⁽¹⁾, as amended by Regulation (EEC) No 1971/89 ⁽²⁾. The value in Swiss currency of the contribution in ecus shall be determined on the date of the call for funds.

3. Switzerland shall pay its contribution to the annual costs under this Agreement at the beginning of each year and at the latest three months after the call for funds is sent. Any delay in the payment of the contribution shall give rise to the payment of interest by Switzerland at a rate equal to the highest discount rate obtained in the Member States of the Community on the due date. The rate shall be increased by 0,25 of a percentage point for each month of delay.

The increased rate shall be applied to the entire period of delay. However, this interest shall be payable only if the contribution is paid more than three months after a call for funds has been made by the Commission.

4. Travel costs of Swiss representatives and experts arising from their participation in the work of the Committee referred to in Article 4 of this Agreement shall be reimbursed by the Commission in accordance with the procedures currently in force for the representatives and experts of the Member States of the Community and, in particular, in accordance with Decision 84/338/Euratom, ECSC, EEC.
5. The funds paid by Switzerland shall be credited to the Community subprogramme as budget receipts allocated to its appropriate heading in the statement of revenue of the general budget of the European Communities.
6. The Financial Regulation in force, applicable to the general budget of the European Communities, shall apply to the management of the appropriations.
7. At the end of each year, a statement of appropriations for the Community subprogramme shall be prepared and transmitted to Switzerland for information.

⁽¹⁾ OJ No L 379, 30. 12. 1978, p. 1.

⁽²⁾ OJ No L 189, 4. 7. 1989, p. 1.

CORRIGENDA

Corrigendum to Council Directive 93/58/EEC of 29 June 1993 amending Annex II to Directive 76/895/EEC relating to the fixing of maximum levels for pesticide residues in and on fruit and vegetables and the Annex to Directive 90/642/EEC relating to the fixing of maximum levels for pesticide residues in and on certain products of plant origin, including fruit and vegetables, and providing for the establishment of a first list of maximum levels

(Official Journal of the European Communities No L 211 of 23 August 1993)

On page 8 in the Annex, paragraph 1 I):

- In the eleventh column under the heading 'Iprodione' the letter '(a)' opposite the entry 'Grape-fruit' shall be deleted and inserted in the line underneath, opposite the entry 'Lemons'.

On page 9 in the Annex, paragraph 1 II):

- In the twelfth column under the heading 'Permethrin (sum of isomers)' the figure '0,1' opposite the entry 'TREE NUTS (shelled or unshelled)' shall be deleted and inserted in the same column two lines underneath, opposite the entry 'Almonds'.

On page 9 in the Annex, paragraph 1 V):

- In the fifth column under the heading 'Chlorpyrifos-methyl' opposite the entry 'Strawberries (other than wild)' delete the asterisk * after the figure 0,5.

On page 10 in the Annex, paragraph 2 II):

- In the fourth column under the heading 'Chlorpyrifos' opposite the entry 'Others', add an asterisk * after the figure 0,05.

On page 11 in the Annex, paragraph 2 IV):

- In the sixth column under the heading 'Cypermethrin, etc. ...' opposite the entry 'Leafy brassica' insert figure '1'.

On page 17 in the Annex, paragraph 2 VI):

- In the fifth column under the heading 'Procymidone' opposite the entry 'Others' the figure should read '0,02'.

On page 21 in the Annex, paragraph 6:

- In the second column opposite the entry 'Tea (dried leaves and stalks, fermented or otherwise, Camellia sinensis)' delete the asterisk * after the figure 0,2.

On page 38 in the Annex, first column entitled 'Pesticide residues', point 5:

for: 'Biphentrin',

read: 'Bifenthrin'.
