

Official Journal

of the European Communities

ISSN 0378-6978

L 278

Volume 38

21 November 1995

English edition

Legislation

Contents

I *Acts whose publication is obligatory*

- ★ Council Regulation (EC) No 2663/95 of 24 July 1995 on the conclusion of the Protocol establishing, for the period 1 January 1994 to 31 December 1995, the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast 1

Protocol establishing, for the period from 1 January 1994 to 31 December 1995, the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast 2

II *Acts whose publication is not obligatory*

Council

95/484/EC:

- ★ Council Decision of 30 October 1995 on the conclusion of a Protocol on financial and technical cooperation between the European Community and the Republic of Malta 14

Protocol on financial and technical cooperation between the European Community and Malta 15

95/485/EC:

- ★ Council Decision of 30 October 1995 on the conclusion of a Protocol on financial and technical cooperation between the European Community and the Republic of Cyprus 22

Protocol on financial and technical cooperation between the European Community and the Republic of Cyprus 23

I

EN

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

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

I

(Acts whose publication is obligatory)

COUNCIL REGULATION (EC) No 2663/95

of 24 July 1995

on the conclusion of the Protocol establishing, for the period 1 January 1994 to 31 December 1995, the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast

THE COUNCIL OF THE EUROPEAN UNION,

HAS ADOPTED THIS REGULATION:

Having regard to the Treaty establishing the European Community, and in particular Article 43, in conjunction with Article 228 (2) and (3) first subparagraph thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament ⁽¹⁾,

Whereas pursuant to the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast ⁽²⁾, the two Parties conducted negotiations to determine the amendments or additions to be made to the Agreement at the end of the period of application of the Protocol annexed to the Agreement;

Whereas, as a result of these negotiations, a new Protocol establishing, for the period 1 January 1994 to 31 December 1995, the fishing rights and financial compensation provided for in the abovementioned Agreement was initialled on 24 February 1994;

Whereas it is in the Community's interest to approve the new Protocol,

Article 1

The Protocol establishing, for the period 1 January 1994 to 31 December 1995, the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast is hereby approved on behalf of the Community.

The text of the Protocol is attached to this Regulation.

Article 2

The President of the Council is hereby authorized to designate the persons empowered to sign the Protocol in order to bind the Community.

Article 3

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

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

Done at Brussels, 24 July 1995.

For the Council
The President
P. SOLBES MIRA

⁽¹⁾ OJ No C 43, 20. 2. 1995, p. 136.

⁽²⁾ OJ No L 111, 27. 4. 1983, p. 1.

PROTOCOL

establishing, for the period from 1 January 1994 to 31 December 1995, the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast

Article 1

For a period of two years from 1 January 1994, the fishing rights granted under Article 2 of the Agreement shall be as follows:

1. trawlers: 4 200 GRT a month, annual average;
2. freezer tuna seiners: 24 vessels;
3. pole-and-line tuna vessels and surface longliners: 10 vessels;
4. surface longliners: five vessels.

Article 2

1. The financial compensation referred to in Article 8 of the Agreement shall be, for the period referred to in Article 1, ECU 1 700 000, payable in two equal annual instalments.

2. The use to which this compensation is put shall be the sole responsibility of the Government of the Republic of Guinea.

3. The compensation shall be paid into an account opened with a financial institution or any other body designated by the Government of the Republic of Guinea.

Article 3

At the request of the Community, the fishing rights referred to in point 1 of Article 1 may be increased by successive instalments of 1 000 GRT a month, calculated on an annual average basis. In this case, the financial compensation referred to in Article 2 shall be increased proportionately.

Article 4

The Community shall also contribute during the period referred to in Article 1 the sum of ECU 450 000 towards the financing of a Guinean scientific or technical programme to improve information on the fishery resources within the exclusive economic zone of the Republic of Guinea.

This sum shall be made available to the Government of the Republic of Guinea and paid into the account indicated by the Guinean authorities.

Article 5

The two Parties agree that improving the skills and knowledge of those involved in sea-fishing is a vital element in the success of their cooperation. To that end, the Community shall make it easier for nationals of Guinea to find places in establishments in its Member States and shall provide for that purpose awards for study and practical training in the various scientific, technical and economic disciplines relating to fisheries.

The awards may also be used in any country linked with the Community by a cooperation agreement. The total cost of the awards may not exceed ECU 550 000. At the request of the Guinean authorities, part of this sum may be used to cover the costs of participation in international meetings or training courses concerning fisheries or for the organization of seminars on fishing in Guinea, or to strengthen the administrative infrastructure of the fisheries department. The sum shall be payable as and when it is used.

Article 6

Should the Community fail to make the payments provided for in Articles 2 and 4, the application of this Protocol may be suspended.

Article 7

The Annex to the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast is hereby repealed and replaced by the Annex to this Protocol.

Article 8

This Protocol shall enter into force on the date on which it is signed.

It shall be applicable from 1 January 1994.

ANNEX

CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN GUINEA'S FISHING ZONE

A. Licence application and issuing formalities

The relevant Community authorities shall present to the Office of the Ministry for Fisheries of the Republic of Guinea, via the Delegation of the Commission of the European Communities in Guinea, an application for each vessel that is to be used for fishing under the Agreement, at least 30 days before the date of commencement of the period of validity requested.

The applications shall be made on the forms provided for that purpose by the Government of the Republic of Guinea, a specimen of which is attached hereto (Appendix 1).

Each licence application shall be accompanied by proof of payment of the fee for the period of the licence's validity. Payment shall be made into the account opened with the Public Treasury of Guinea.

The fees shall include all national and local charges except for port taxes and service costs.

Licences for all vessels shall be issued by the Guinean authorities within 30 days following receipt of proof of payment as laid down above to the shipowners or their representatives via the Delegation of the Commission of the European Communities in Guinea.

Licences shall be issued for a specific vessel and shall not be transferable. However, where *force majeure* is proven and at the request of the European Community, a vessel's licence shall be replaced by a new licence for another vessel whose features are similar to those of the first vessel. The owner of the first vessel shall return the cancelled licence to the Office of the Ministry for Fisheries of the Republic of Guinea via the authorities of the Commission of the European Communities.

The new licence shall indicate:

- the date of issue,
- the validity of the new licence, covering the period from the date of arrival of the replacement vessel to the date of expiry of the licence of the replaced vessel.

In this case, no fee as laid down in the second subparagraph of Article 5 of the Agreement shall be due for unexpired periods of validity.

The licence must be held on board at all times.

I. Provisions applicable to trawlers

1. Each vessel shall be obliged to report to the port of Conakry once a year, prior to the issue of the licence, to undergo the inspection laid down by the rules and regulations currently in force. Inspections shall be carried out exclusively by duly authorized persons and must be effected within 24 working hours of arrival of the vessel in port if arrival has been announced at least 48 hours in advance. If the licence is renewed during the same calendar year the vessel shall be exempt from further inspection.

2. Each vessel must be represented by an agent of Guinean nationality, established in Guinea.

3. (a) For the duration of this Protocol the fees for annual licences shall be as follows:

- ECU 126/GRT per year for fin-fish trawlers,
- ECU 150/GRT per year for cephalopod trawlers,
- ECU 152/GRT per year for shrimp trawlers.

Payment may be made in quarterly or half-yearly instalments at a fee 5 % and 3 % higher respectively.

(b) For the duration of this Protocol the fees for half-yearly licences shall be as follows:

- ECU 82/GRT per half-year for fin-fish trawlers,
- ECU 97/GRT per half-year for cephalopod trawlers,
- ECU 99/GRT per half-year for shrimp trawlers.

However, vessels failing to land 100 kg of fish per GRT per quarter in accordance with the provisions of Part C shall be obliged to pay an additional fee of ECU 10 per GRT per year.

II. *Provisions applicable to tuna vessels and surface longliners*

- (a) The annual fees shall be ECU 20 per tonne caught within Guinea's fishing zone.
- (b) Licences shall be issued following payment to the Office of the Ministry for Fisheries of a lump sum of ECU 1 500 a year for each tuna seiner and ECU 300 a year for each pole-and-line tuna vessel and surface longliner, equivalent to the fees for:
 - 75 tonnes of tuna caught per year in the case of seiners,
 - 15 tonnes caught per year in the case of pole-and-line tuna vessels and surface longliners.

The final statement of the fees due for the fishing period shall be drawn up by the Commission of the European Communities at the end of each calendar year on the basis of the catch statements made for each vessel and confirmed by the scientific institutes responsible for verifying catch data (Orstom and Spanish Institute of Oceanography) (IEO)). The statement shall be forwarded simultaneously to the Office of the Ministry for Fisheries and to the shipowners. Any additional payment due shall be made by the shipowners to the Office of the Ministry for Fisheries of Guinea no later than 30 days after notification of the final statement, to be paid into the account opened with the Public Treasury of Guinea.

However, if the amount of the final statement is lower than the abovementioned amount, the resulting balance shall not be reimbursable.

B. *Statement of catch*

For all Community vessels authorized to fish in Guinea's waters under the Agreement a statement of their catch must be provided to the Office of the Ministry for Fisheries, with a copy to the Delegation of the Commission of the European Communities in Guinea, in accordance with the procedures set out below:

- for trawlers a statement shall be made out according to the specimen annexed hereto (Appendix 2). The statements shall be drawn up each month and presented at least once each quarter,
- for tuna seiners, pole-and-line tuna vessels and surface longliners a fishing log shall be kept, in accordance with Appendix 3, for each fishing period spent in Guinea's fishing zone. The form must be sent, within 45 days of the end of the fishing voyage spent in the Guinea fishing zone, to the Office of the Ministry for Fisheries via the Delegation of the Commission of the European Communities in Guinea,
- forms must be completed legibly and be signed by the master of the vessel.

Should this provision not be adhered to, the Government of the Republic of Guinea reserves the right to suspend the licence of the offending vessel until the formality has been complied with.

In this case, the Delegation of the Commission of the European Communities in Guinea shall be informed.

C. *Landing of catch*

Trawlers authorized to fish in the Guinea fishing zone shall, in order to make a contribution towards supplying the local population with fish caught in the Guinea fishing zone, be obliged to land 100 kg of fish per GRT per year free of charge.

Landings may be made individually or collectively, mention being made of the vessels concerned.

D. *By-catch*

1. Fin-fish trawlers may not hold on board species other than fish representing more than 15 % of their total catch in the Guinea fishing zone.

Cephalopod trawlers may not hold on board crustaceans representing more than 20 % or fish representing more than 30 % of their total catch in the Guinea fishing zone.

Shrimp trawlers may not hold on board cephalopods representing more than 25 % or fish representing more than 50 % of their total catch in the Guinea fishing zone.

A maximum tolerance of 5 % of these percentages shall be authorized.

These limits shall be indicated on the licence.

2. Pole-and-line tuna vessels shall, moreover, be authorized to fish for live bait in order to carry out their fishing activities in the Guinea fishing zone.

E. Signing-on of seamen

Owners who have been issued fishing licences under the Agreement shall contribute to the on-the-job vocational training of Guinea nationals, subject to the conditions and limits set out below:

1. each trawler owner shall undertake to employ:
 - three seamen/fishermen on vessels of up to 350 GRT,
 - a number of seamen/fishermen equivalent to 25 % of the number of seamen/fishermen signed on for vessels with a tonnage greater than 350 GRT;
2. for the fleet of tuna seiners, three Guinea seamen shall be signed on permanently;
3. for the fleet of pole-and-line tuna vessels, three Guinea seamen shall be signed on for the tuna-fishing season in the Guinea fishing zone, all of them to be assigned to different vessels;
4. for the fleet of surface longliners, the shipowners undertake to employ two fishermen per boat;
5. the wages of these seamen/fishermen shall be fixed, before licences are issued, by mutual agreement between the shipowners or their representatives and the Office of the Ministry for Fisheries; the wages shall be borne by the shipowners and must include the social contributions to which the seaman is subject (including life assurance and accident and sickness insurance).

Should the seamen not be signed on, owners of tuna seiners, pole-and-line tuna vessels and surface longliners shall be obliged to pay the Office of the Ministry for Fisheries a lump sum equivalent to the wages of seamen not signed on.

This sum will be used for the training of seamen/fishermen in Guinea and is to be paid into an account specified by the Guinean authorities.

F. Taking on board of seamen/observers

1. The seamen/observers' task shall be to check on fishing activities in the Guinean fishing zone and collect all statistical data on the fishing activities of the vessel concerned. They shall be offered every facility needed to carry out their duties, including access to premises and documents and weekly radio communication of fishing data.
2. For each trawler the Office of the Ministry for Fisheries shall designate one of the Guinean seamen signed on to discharge the additional function of observer.

The master of the vessel shall facilitate the work of the seaman/observer outside the actual fishing operations. The seaman/observer shall be paid by the owner as a seaman in line with the terms in force.

The seaman/observer shall not normally remain on board for more than two trips.

3. Tuna vessels and surface longliners shall take an observer on board at the request of the Office of the Ministry for Fisheries. He must not remain on board any longer than is necessary for the accomplishment of his duties.

The master of the vessel shall facilitate the work of the observer, who shall be accorded the conditions enjoyed by officers of the vessel.

Should the observer be taken on board in a foreign port, his travelling costs shall be borne by the shipowner.

Should a vessel with an observer on board leave the Guinean fishing zone, all measures must be taken to ensure the observer's return to Conakry as soon as possible at the expense of the shipowner.

G. Inspection and monitoring

Any Community vessel fishing in Guinea's zone shall allow on board any official of Guinea responsible for inspection and monitoring and shall assist him in the accomplishment of his duties. This official must not remain on board any longer than is necessary for the verification of catches by random checks and for any other inspection relating to fishing activities.

H. Fishing zones

All the vessels referred to in Article 1 of the Protocol shall be authorized to fish in waters beyond 12 nautical miles.

I. Minimum meshes authorized

The minimum mesh size authorized for the trawl body (mesh fully extended) shall be:

- (a) 40 mm for shrimps;
- (b) 40 mm for cephalopods;
- (c) 60 mm for fin fish.

These minimum sizes may be altered to conform to the standardization of the member states of the Subregional Fisheries Commission. Any such alterations shall be examined in the Joint Committee.

J. Entering and leaving the zone

All Community vessels fishing under the Agreement in the Guinean zone shall communicate to the radio station of the Office of the Ministry for Fisheries the date and time and their position when entering and leaving the Guinea fishing zone.

The call sign and operating frequencies and times of the station shall be communicated to the shipowners by the Office of the Ministry for Fisheries at the time the licence is issued.

In cases where this radio communication cannot be used, vessels may use alternative means, such as telex (No 22315) or telegram.

K. Procedure in case of boarding

1. The Delegation of the Commission of the European Communities in Guinea shall be notified within 48 hours of any boarding within the Guinea exclusive economic zone of a fishing vessel flying the flag of a Member State of the Community and operating under an Agreement concluded between the Community and a third country and shall at the same time receive a brief report of the circumstances and reasons leading to the boarding.

2. In the case of vessels authorized to fish in Guinean waters, before any measures regarding the master or the crew of the vessel or any action regarding the cargo and equipment of the vessel are considered, other than those to safeguard evidence relating to the presumed infringement, a consultation meeting shall be held, within 48 hours of receipt of the abovementioned information, between the Delegation of the Commission of the European Communities, the Office of the Ministry for Fisheries and the inspection authorities, possibly attended by a representative of the Member State concerned.

At the meeting, the Parties shall exchange any relevant documentation or information, in particular automatically registered data showing the vessel's positions during the trip up to the time of boarding, helping to clarify the circumstances of the established facts.

The shipowner or his representative shall be informed of the outcome of the meeting and of any measures resulting from the boarding.

3. Before any judicial procedure, an attempt shall be made to resolve the presumed infringement through a compromise procedure. This procedure shall end no later than three working days after the boarding.

4. Should the case not be settled by means of compromise, and therefore be brought before a competent judicial body, a bank security shall be fixed by the relevant authority within 48 hours following the conclusion of the compromise procedure, pending the judicial decision. The amount of the security must not exceed the amount of the penalty laid down under national legislation for the presumed infringement in question. The bank security shall be returned to the shipowner by the relevant authority once the case is settled without incrimination of the master of the vessel concerned.

5. The vessel and its crew shall be released either:

- at the end of the consultation meeting, if the established facts permit, or
- once the obligations arising under the compromise have been fulfilled, or
- once a bank security is deposited (judicial procedure).

6. Should one of the Parties consider that there is a difficulty in the application of the abovementioned procedure, it may request urgent consultations under Article 10 of the Agreement.

Appendix 1

APPLICATION FORM
FOR A
FISHING LICENCE

For official use only	Remarks
Nationality:	
Licence No:	
Date of signing:	
Date of issue:	

APPLICANT

Name of firm:

Trade register No:

First name and surname of applicant:

Date and place of birth:

Occupation:

Address:

.....

No of employees:

Name and address of co-signatory:

.....

VESSEL

Type of vessel: Registration No:

New name: Former name:

Date and place of construction:

Original nationality:

Length: Beam: Hold:

Gross tonnage: Net tonnage:

Type of building materials:

Make of main engine: Type: Rating:

Propeller: Fixed ☐ Variable ☐ Ducted ☐

Transit speed:

Call sign: Call frequency:

List of sounding, navigating and transmission instruments:

Radar	☐	Sonar	☐	Netsonde	☐
VHF	☐	SSB	☐	Netsonde satellite navigation	☐
					Other:

No of seamen:

CONSERVATION

Packed in ice ☐ Ice and refrigeration ☐
 Freezing in brine ☐ Dry ☐ Refrigerated sea water ☐

Total refrigerating power:

Freezing capacity in tonnes/24 hours:

Hold capacity:

TYPE OF FISHING

A. Demersal

Inshore demersal ☐ Deep-sea demersal ☐

Type of trawl:
 Cephalopods ☐ Shrimps ☐ Fish ☐

Length of trawl: Headline:

Mesh size in the body:

Mesh size in the wings:

Speed of trawling:

B. Deep-sea pelagic (tuna)

Pole and line ☐ No of poles and lines ☐

Seine ☐ Length of net: Depth of net:

No of tanks: Capacity in tonnes:

C. Longlines and pots

Surface ☐ Bottom ☐

Length of lines: No of hooks:

No of lines:

No of pots:

SHORE INSTALLATIONS

Address and permit No:

.....

Name of firm:

Activities:

Domestic wholesale fish trade ☐Export ☐

Type and No of wholesale trader's card:

Description of processing and conservation plant:

.....

.....

.....

.....

.....

No of employees:

NB: Indicate affirmative answers by a tick in the appropriate box.

Technical remarks

Authorization of the Ministry for Fisheries

ICCAT LOGBOOK for TUNA FISHERY

- ☐ Longline
☐ Balloot
☐ Purse seine
☐ Trolling
☐ Others

 Page 19 of 19 pages

Vessel name	Gross tons
Flag country	Capacity (M.T.)
Registration No.	Captain
Company or Owner	No. of crew
Address	Reporting date
	Reported by

Boat LEFT	month	day	year	port
Boat RETURNED			19	

Dates		Area		Effort	Surf. Water Temp.		Longitude		Latitude		N or S		E or W		Number of Hooks used		Bluefin tuna Thunnus thynnus or maccoyii		Yellowfin tuna Thunnus albacares		Bigeye tuna Thunnus obesus		Albacore Thunnus alalunga		Swordfish Xiphias gladius		Striped marlin White marlin Tropusurus audax or albidus		Black marlin Makaira indica		Sailfish Istiophorus albicans or platypterus		Skipjack Katsuwonus pelamis		Miscellaneous fishes		Daily total (in weight Kg only)		Bait used		
Month	Day																number	weight in Kg	No.	Kg.	No.	Kg.	No.	Kg.	No.	Kg.	No.	Kg.	No.	Kg.	No.	Kg.	No.	Kg.	No.	Kg.	Bait	used			
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Landing weight (in Kg.)																																									

Remarks

- 1 Use one sheet per month, and one line per day
- 2 At the end of each trip, forward a copy of the log to your correspondent or to ICCAT, General Mola 17, Madrid 1, Spain
- 3 "Day" refers to the day you set the line.

- 4 Fishing area refers to the noon position of the boat. Round off minutes, and record degrees of latitude and longitude. Be sure to record N/S and E/W.
- 5 The bottom line ("landing weight") should be completed only at the end of the trip. Actual weight at the time of unloading should be recorded.
- 6 All information reported herein will be kept strictly confidential.

II

(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DECISION

of 30 October 1995

on the conclusion of a Protocol on financial and technical cooperation between the European Community and the Republic of Malta

(95/484/EC)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 238, in conjunction with Article 228, paragraph 2, second sentence and paragraph 3, second subparagraph thereof,

Having regard to the proposal from the Commission,

Having regard to the assent of the European Parliament ⁽¹⁾,

Whereas the Protocol on financial and technical cooperation between the European Community and the Republic of Malta should be approved,

of Malta is hereby approved on behalf of the Community.

The text of the Protocol is attached to this Decision.

Article 2

The President of the Council shall give the notification provided for in Article 21 of the Protocol ⁽²⁾.

Done at Luxembourg, 30 October 1995.

HAS DECIDED AS FOLLOWS:

Article 1

The Protocol on financial and technical cooperation between the European Community and the Republic

For the Council

The President

J. SOLANA

⁽¹⁾ OJ No C 287, 30. 10. 1995.

⁽²⁾ The date of entry into force of the Protocol will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

PROTOCOL

on financial and technical cooperation between the European Community and Malta

THE COUNCIL OF THE EUROPEAN UNION,

of the one part, and

THE GOVERNMENT OF THE REPUBLIC OF MALTA,

of the other part,

ANXIOUS to promote the development of the Maltese economy and the objectives of the Agreement establishing an Association between the European Economic Community and Malta, and in the light of the Council decision to offer Malta financial cooperation, technical assistance and training resources and other assistance in the framework of an appropriate Protocol to facilitate Malta's economic transition with a view to its accession to the European Union,

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

THE COUNCIL OF THE EUROPEAN UNION:

Michel BARNIER,

Minister with responsibility for European Affairs, Ministry for Foreign Affairs,
President-in-Office of the Council of the European Union,

Hans VAN DEN BROEK,

Member of the Commission of the European Communities;

THE GOVERNMENT OF THE REPUBLIC OF MALTA:

Guido DE MARCO,

Deputy Prime Minister and Minister of Foreign Affairs;

WHO, having exchanged their full powers, found in good and due form,

HAVE AGREED AS FOLLOWS:

Article 1

Within the framework of the financial and technical cooperation provided for in the Agreement establishing an Association between the European Economic Community and Malta, the Community shall participate, on the terms set out in this Protocol, in the financing of measures intended to contribute to the economic and social development of Malta and facilitate its economic transition with a view to accession to the European Union.

Article 2

1. For the purposes specified in Article 1, and for a period expiring on 31 October 1998, an aggregate amount of ECU 45 million may be committed as follows:

- (a) ECU 30 million in the form of loans from the European Investment Bank, hereinafter referred to as 'the Bank', made from its own resources;
- (b) ECU 13 million from the Community's budgetary resources, in the form of grants;
- (c) ECU 2 million from the Community's budgetary resources, in the form of contributions to risk capital formation.

2. The risk capital referred to in paragraph 1 (c) shall contribute to the cooperation objectives and operations defined in Article 3, in particular those indicated in the second indent of paragraph 2 of that Article.

It shall be used primarily to make equity capital or the like available to Maltese industrial and commercial

undertakings, in particular those with which natural or legal persons who are nationals of a Community Member State are associated.

It shall be granted and administered by the Bank and may take the form of:

- (a) subordinated loans, where repayment and payment of any interest will not be made until other bank claims have been settled;
- (b) conditional loans, where repayment or duration will depend on the fulfilment of conditions specified at the time the loan is granted;
- (c) acquisition of temporary minority holdings on behalf of the Community in the capital of undertakings established in Malta;
- (d) finance for the acquisition of holdings, in the form of conditional loans granted to Malta or, with the Maltese Government's agreement, to Maltese undertakings, either directly or through the intermediary of Maltese financial institutions.

Article 3

1. The total amount fixed in Article 2 shall be used primarily for the financing or part-financing of cooperation projects or operations to help implement the structural reforms needed to facilitate the transition of Malta's economy towards European integration and to face up to the challenges posed by accession to the European Union in the best possible conditions by developing cooperation in the fields of government matters, training, research and technology, industry, trade and services. Financing may also be provided for economic infrastructure, productive investments and, where appropriate, industrial conversion operations as well as for investments which complement the said cooperation projects.

2. Priority shall be given to those of the eligible projects and operations having the following aims:

- in the field of public administration, closer administrative cooperation between Malta and the Community to help Malta adopt the *acquis communautaire* and improve the efficiency of its public services,
- in the field of industry and services, support for structural reforms, adapting the Maltese economy to the exigencies of the internal market and improvements in economic competitiveness, encouragement for economic cooperation between undertakings in Malta and the European Community, investment promotion and private capital backing, and support for small and medium-sized enterprises,

- in the field of science and technology, the creation or strengthening of links between training and research establishments in Malta and the European Community, and the participation of undertakings or research centres, in accordance with the conditions and arrangements laid down by Council Decisions 94/761/Euratom, 94/762/EC and 94/763/EC concerning the rules for the participation of undertakings, research centres and universities in the specific framework programmes of research and technological development and demonstration of the European Community ⁽¹⁾,

- in the field of trade, the diversification and promotion of exports, support for implementation of the agreed reforms of Malta's commercial, customs and tax policies with a view to integration into the economy of the European Community, and the organization of contacts between businesses in Malta and the Union,

- in the priority areas referred to above, the provision of technical and legislative assistance and implementation of training programmes in government bodies, businesses and research establishments,

- in the fields of education, culture and youth, the promotion of the participation of Malta in Community programmes, according to specific arrangements to be negotiated and concluded in accordance with the procedures adopted by each party,

- in the fields of transport, energy and telecommunications, the promotion of the participation of Malta in Community framework programmes, specific programmes or other actions according to specific arrangements to be negotiated and concluded in accordance with the procedures adopted by each party.

3. The Community's financial contributions shall be used to cover internal and external costs necessarily incurred in carrying out approved projects or operations (including costs in respect of studies, consultants and technical assistance).

They may not be used to cover regular administrative, maintenance or other operational expenditure.

Article 4

1. Capital projects shall be eligible for financing by loans from the Bank or risk capital, grants or a combination of these means.

2. Technical and economic cooperation shall normally be financed by grants.

⁽¹⁾ OJ No L 306, 30. 11. 1994, pp. 1, 5 and 8.

Article 5

1. The amounts to be committed each year shall, as far as possible, be distributed throughout the period of application of this Protocol.

2. Should Malta accede to the European Union during the period covered by this Protocol, arrangements will have to be negotiated to ensure a harmonious transition as regards financial aid from the system for associate countries to that for Member States.

Article 6

1. Loans granted by the Bank from its own resources shall be made in accordance with the arrangements, conditions and procedures laid down in its statute. They shall, as regards their duration, be subject to terms established on the basis of the economic and financial characteristics of the projects for which these loans are intended, also taking into account the conditions obtaining on the capital markets on which the Bank procures its resources. The interest rate shall be determined in accordance with the Bank's practice at the time of signature of each loan contract.

2. The terms and arrangements for contributions to risk capital shall be determined on a case-by-case basis.

3. Aid financed from the Community's budget resources, other than that intended for risk capital operations, shall be granted and administered by the Commission.

4. The funds referred to in Article 2 may be granted through the intermediary of the State or appropriate Maltese bodies, on condition that they allocate the amounts to the recipients on terms decided, by agreement with the Community, on the basis of the economic and financial characteristics of the projects and operations for which they are intended.

Article 7

Aid contributed by the Community for the execution of certain projects may, with the agreement of Malta, take the form of co-financing in which, in particular, credit and development bodies and institutions of Malta, of Member States or of third States or international finance organizations would take part.

Article 8

The following shall be eligible for financial and technical cooperation:

- (a) in general:
 - Malta;
- (b) with the agreement of the Maltese Government, for projects or operations approved by it:

- official Maltese development agencies,
- private agencies working in Malta for economic and social development,
- undertakings carrying on their activities in accordance with industrial and business management methods and set up as legal persons within the meaning of Article 12,
- groups of producers who are nationals of Malta and, exceptionally, where no such groups exist, the producers themselves,
- scholarship holders and trainees sent by Malta under the training schemes referred to in Article 3.

Article 9

1. With a view to making optimum use of the instruments and means provided for in this Protocol and achieving the objectives laid down in Article 3, the Community and Malta shall, by mutual agreement on the basis of information provided by Malta, draw up an indicative programme committing both parties and determining the specific objectives of financial and technical cooperation, the priority sectors for intervention and the action programmes envisaged.

2. The indicative programme may be reviewed by mutual agreement to take account of any changes in Malta's economic situation or in the objectives and priorities laid down by its development plan.

3. The Community and Malta shall continue their exchanges of views within the appropriate bodies and shall, at least once during the period of implementation of this Protocol and at the latest by the end of the third year following its entry into force, make an assessment of the implementation of the indicative programme.

Article 10

1. Within the framework laid down in accordance with Article 9, Malta or, with the agreement of its Government, the other possible beneficiaries referred to in Article 8, shall submit their requests for financial aid to the Community.

2. The Community shall appraise the requests for financing in collaboration with the competent Maltese authorities and other beneficiaries, in accordance with the objectives referred to in Article 9, and shall inform them of the decisions taken on such requests.

Article 11

1. The execution, management and maintenance of schemes that are the subject of financing under this Protocol shall be the responsibility of Malta or of the other beneficiaries referred to in Article 8.

The Community shall make sure that this financial aid is expended in accordance with the agreed allocations and to the best economic advantage.

2. The projects and action programmes shall be the subject of appropriate evaluation, the outcome of which shall be communicated to both parties, which shall take appropriate measures by mutual agreement.

3. Certain rules for administering the financial aid granted by the Community shall be the subject of an exchange of letters or a Framework Agreement between the Commission and Malta upon conclusion of this Protocol.

Article 12

1. All natural and legal persons falling within the scope of the Treaty establishing the European Community and all natural and legal persons of Malta may participate on equal terms in tendering procedures and other procedures for the award of contracts likely to be financed. Any such legal person formed in accordance with the law of a Member State of the European Community or of Malta must have its registered office, its administrative head office or its principal establishment in the territories in which the European Community Treaty is applied or in Malta; however, where only its registered office is in the said territories or in Malta, the activities of such legal person must be effectively and continuously linked with the economy of those territories or of Malta.

2. In agreement with Malta, natural and legal persons who are nationals of developing countries associated with the Community by comprehensive cooperation or association agreements may exceptionally, on a case-by-case basis, be authorized by the Community to participate in the operations referred to in paragraph 1 which are financed by the Community. The eligibility of such natural or legal persons shall be assessed, *mutatis mutandis*, on the terms set out in paragraph 1.

Article 13

To promote participation by Maltese undertakings in the performance of contracts and to ensure the rapid and effective implementation of projects and operations financed from resources administered by the Commission:

1. An accelerated procedure for issuing invitations to tender involving shorter time limits for the submission of tenders may be used by Malta in agreement with the Commission for works contracts which, because of their scale, are mainly of interest to Maltese undertakings.

The organization of this accelerated procedure shall not rule out the possibility of issuing an international invitation to tender where it appears that the nature of works to be carried out or the usefulness of widening participation justifies recourse to international competition.

2. In urgent cases or where the nature, small scale or particular characteristics of certain works or supplies so warrant, Malta may, exceptionally, in agreement with the Commission, authorize the placing of contracts following restricted invitations to tender, the conclusion of contracts by direct agreement and the performance of contracts through public works departments.

The procedures referred to in points 1 and 2 may be used for operations with an estimated cost of less than ECU 3 million.

Article 14

1. Malta shall apply to contracts awarded for the execution of projects or schemes financed by the Community fiscal and customs arrangements no less favourable than those applied *vis-à-vis* the most favoured State or the most favoured international development organization.

2. The content of the arrangements referred to in paragraph 1 shall be established by means of an exchange of letters between the Parties.

Article 15

Malta shall take the necessary measures to ensure that interest and all other payments due to the Bank in respect of transactions concluded under this Protocol are exempted from any national or local tax or levy.

Article 16

Where a loan is accorded to a beneficiary other than Malta, the provision of a guarantee by the latter or of other adequate guarantees shall be required by the Bank as a condition of the loan.

Article 17

Throughout the duration of the loans and risk capital operations provided for in Article 2, Malta shall undertake to:

(a) place at the disposal of the beneficiaries or of their guarantors the currency necessary for the payment of interest and commission and amortization of loans

and risk capital aid granted for the implementation of operations on its territory;

- (b) make available to the Bank the foreign currency necessary for the transfer of all sums received by it in national currency which represent the net revenue and proceeds from transactions involving the acquisition by the Community of holdings in the capital of companies or firms.

Article 18

The results of financial and technical cooperation may be examined within the Association Council, which shall establish, where appropriate, the general guidelines for such cooperation.

Article 19

One year before the expiry of this Protocol, the Contracting Parties shall examine what arrangements could be made for financial and technical cooperation.

Article 20

This Protocol shall be annexed to the Agreement establishing an Association between the European Economic Community and Malta.

Article 21

1. This Protocol shall be subject to approval in accordance with the Contracting Parties' own procedures; the Contracting Parties shall notify each other that the procedures necessary to this end have been completed.

2. The Protocol shall enter into force on the first day of the second month following the date on which the notifications provided for in paragraph 1 have been given.

Article 22

This Protocol is drawn up in two original copies in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish and Swedish languages, each of these texts being equally authentic.

En fe de lo cual los plenipotenciarios abajo firmantes suscriben el presente protocolo.

Til bekræftelse heraf har undertegnede befuldmægtigede underskrevet denne protokol.

Zu Urkund dessen haben die unterzeichneten Bevollmächtigten ihre Unterschriften unter dieses Protokoll gesetzt.

Εἰς πίστωση τῶν ἀνωτέρω, οἱ υπογεγραμμένοι πληρεξούσιοι ἔθεσαν τὶς υπογραφές τους στο παρὸν πρωτόκολλο.

¶*

In witness whereof, the undersigned Plenipotentiaries have signed this Protocol.

En foi de quoi, les plénipotentiaires soussignés ont apposé leurs signatures au bas du présent protocole.

In fede di che, i plenipotenziari sottoscritti hanno apposto le loro firme in calce al presente protocollo.

Ten blikke waarvan de ondergetekende gevolmachtigden hun handtekening onder dit Protocol hebben gesteld.

Em fé do que, os plenipotenciários abaixo assinados apuseram as suas assinaturas no final do presente protocolo.

Tämän vakuudeksi alla mainitut täysivaltaiset edustajat ovat allekirjoittaneet tämän pöytäkirjan.

Till bekräftelse härav har undertecknade befullmäktigade ombud undertecknat detta protokoll.

Hecho en Luxemburgo, el doce de junio de mil novecientos noventa y cinco.

Udfærdiget i Luxembourg den tolvte juni nitten hundrede og femoghalvfems.

Geschehen zu Luxemburg am zwölften Juni neunzehnhundertfünfundneunzig.

Έγινε στο Λουξεμβούργο, στις δώδεκα Ιουνίου χίλια εννιακόσια ενενήντα πέντε.

Done at Luxembourg on the twelfth day of June in the year one thousand nine hundred and ninety-five.

Fait à Luxembourg, le douze juin mil neuf cent quatre-vingt-quinze.

Fatto a Lussemburgo, addì dodici giugno millenovecentonovantacinque.

Gedaan te Luxemburg, de twaalfde juni negentienhonderd vijfennegentig.

Feito no Luxemburgo, em doze de Junho de mil novecentos e noventa e cinco.

Tehty Luxemburgissa kahdententoista päivänä kesäkuuta vuonna tuhatyhdeksänsataayhdeksänkymmentäviisi.

Som skedde i Luxemburg den tolfte juni nittonhundranittiofem.

Por la Comunidad Europea

For Det Europæiske Fællesskab

Für die Europäische Gemeinschaft

Για την Ευρωπαϊκή Κοινότητα

For the European Community

Pour la Communauté européenne

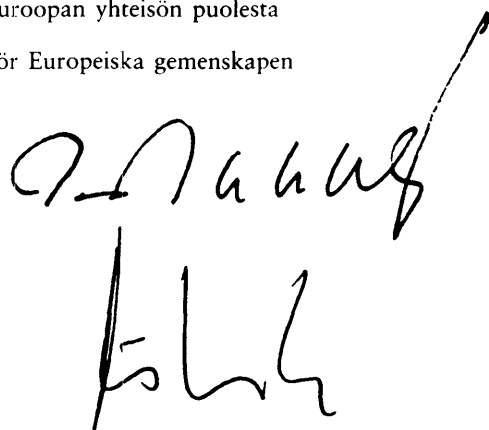
Per la Comunità europea

Voor de Europese Gemeenschap

Pela Comunidade Europeia

Euroopan yhteisön puolesta

För Europeiska gemenskapen



Por el Gobierno de la República de Malta

For regeringen for Republikken Malta

Für die Regierung der Republik Malta

Για την κυβέρνηση της Δημοκρατίας της Μάλτας

For the Government of the Republic of Malta

Pour le gouvernement de la république de Malte

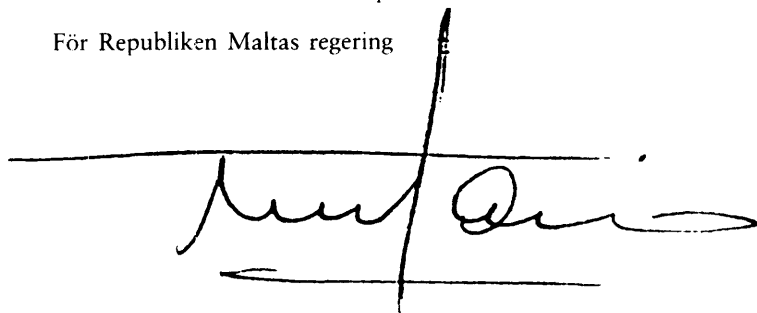
Per il governo della Repubblica di Malta

Voor de Regering van de Republiek Malta

Pelo Governo da República de Malta

Maltan tasavallan hallituksen puolesta

För Republiken Maltas regering



COUNCIL DECISION

of 30 October 1995

on the conclusion of a Protocol on financial and technical cooperation between the European Community and the Republic of Cyprus

(95/485/EC)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 238, in conjunction with Article 228, paragraph 2, second sentence and paragraph 3, second subparagraph thereof,

Having regard to the proposal from the Commission,

Having regard to the assent of the European Parliament ⁽¹⁾,

Whereas the Protocol on financial and technical cooperation between the European Community and the Republic of Cyprus should be approved,

HAS DECIDED AS FOLLOWS:

Article 1

The Protocol on financial and technical cooperation between the European Community and the Republic

of Cyprus is hereby approved on behalf of the Community.

The text of the Protocol is attached to this Decision.

Article 2

The President of the Council shall give the notification provided for in Article 21 of the Protocol ⁽²⁾.

Done at Luxembourg, 30 October 1995.

*For the Council**The President*

J. SOLANA

⁽¹⁾ OJ No C 287, 30. 10. 1995.

⁽²⁾ The date of entry into force of the Protocol will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

PROTOCOL

on financial and technical cooperation between the European Community and the Republic of Cyprus

THE COUNCIL OF THE EUROPEAN UNION,

of the one part, and

THE GOVERNMENT OF THE REPUBLIC OF CYPRUS,

of the other part,

ANXIOUS to promote the development of the Cypriot economy and the objectives of the Agreement establishing an Association between the European Economic Community and the Republic of Cyprus, and to facilitate Cyprus's economic transition with a view to its accession to the European Union,

DESIROUS of showing their support for the United Nations' efforts to promote a general settlement of the Cyprus question,

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

THE COUNCIL OF THE EUROPEAN UNION:

Michel BARNIER,

Minister with responsibility for European Affairs, Ministry for Foreign Affairs,
President-in-Office of the Council of the European Union,

Hans VAN DEN BROEK,

Member of the Commission of the European Communities;

THE GOVERNMENT OF THE REPUBLIC OF CYPRUS:

Alecos P. MICHAELIDES,

Minister for Foreign Affairs;

WHO, having exchanged their full powers, found in good and due form,

HAVE AGREED AS FOLLOWS:

Article 1

Within the framework of the financial and technical cooperation provided for in the Agreement establishing an Association between the European Economic Community and the Republic of Cyprus, the Community shall participate, on the terms set out in this Protocol, in the financing of projects and schemes to contribute to the economic and social development of Cyprus, facilitate its economic transition with a view to accession to the European Union, and support efforts to promote a general settlement of the Cyprus question.

Article 2

1. For the purposes specified in Article 1, and for a period expiring on 31 December 1998, an aggregate

amount of ECU 74 million may be committed as follows:

- (a) ECU 50 million in the form of loans from the European Investment Bank, hereinafter referred to as 'the Bank', made from its own resources;
- (b) ECU 22 million from the Community's budgetary resources, in the form of grants;
- (c) ECU 2 million from the Community's budgetary resources, in the form of contributions to risk capital formation.

2. The risk capital referred to in paragraph 1 (c) shall contribute to the cooperation objectives and operations defined in Article 3, in particular those indicated in the first indent of paragraph 2 of that Article.

It shall be used primarily to make equity capital or the like available to Cypriot industrial and commercial undertakings, in particular those with which natural or legal persons who are nationals of a Community Member State are associated.

It shall be granted and administered by the Bank and may take the form of:

- (a) subordinated loans, where repayment and payment of any interest will not be made until other bank claims have been settled;
- (b) conditional loans, where repayment or duration will depend on the fulfilment of conditions specified at the time the loan is granted;
- (c) acquisition of temporary minority holdings on behalf of the Community in the capital of undertakings established in Cyprus;
- (d) finance for the acquisition of holdings, in the form of conditional loans granted to Cyprus or, with the Cypriot Government's agreement, to Cypriot undertakings, either directly or through the intermediary of Cypriot financial institutions.

Article 3

1. The total amount fixed in Article 2 shall be used primarily for the financing or part-financing of cooperation projects or operations intended to help gear the Cypriot economy to integration into the European Community. To this end, part of the grants shall be for technical assistance to help Cyprus adopt the *acquis communautaire*.

Another portion of the grants shall be for projects to promote the development of the whole island.

A total of ECU 12 million in grants will be made available for potential initiatives agreed jointly in Cyprus to promote a general settlement of the Cyprus question.

Loans from the Bank's own resources shall go to finance the investment, particularly in infrastructure, needed to enable Cyprus to adapt its economy.

Financing may also be provided for investments which complement the said cooperation projects.

2. Priority shall be given to those of the eligible projects and operations having the following aims:

- in the industrial, agricultural and service sectors, restructuring and modernization of the Cypriot economy, direct contacts, exchange of information, promotion of investment and private-capital flows, cooperation in and support for vocational training and development of human resources and support for small and medium-sized enterprises, including craft businesses, in order to promote employment,
- in the field of science and technology, the creation or strengthening of links between training and research establishments in Cyprus and the European Community, and the participation of businesses or research centres, in accordance with the conditions and arrangements laid down by Council Decisions 94/761/Euratom, 94/762/EC and 94/763/EC⁽¹⁾ concerning the rules for the participation of undertakings, research centres and universities in the specific programmes of research and technological development and demonstration of the European Community,
- in the trade sector, diversification and promotion of exports, support for policies and reforms to help the economy become more fully integrated with that of the European Community, and the organization of contacts between businesses in Cyprus and the European Community,
- in the environmental sector, developing and strengthening cooperation in protection and management of natural resources and support for the harmonization of policies,
- promoting participation by Cyprus in Community framework programmes, specific programmes, projects or other actions, according to specific arrangements to be negotiated and concluded in accordance with the procedures adopted by each party,
- promoting and coordinating, where this is of mutual interest, joint efforts and activities in the field of cooperation with third countries of the region,
- in the priority areas referred to above, technical assistance and training schemes to help Cyprus adopt the *acquis communautaire*.

3. The Community's financial contributions shall be used to cover internal and external costs necessarily incurred in carrying out approved projects or operations (including costs in respect of studies, consultants and technical assistance).

They may not be used to cover regular administrative, maintenance or other operational expenditure.

⁽¹⁾ OJ No L 306, 30. 11. 1994, pp. 1, 5 and 8.

Article 4

1. Capital projects shall be eligible for financing by loans from the Bank, risk capital, or grants or a combination of these means.

2. Technical and economic cooperation shall normally be financed by grants.

Article 5

1. The amounts to be committed each year shall, as far as possible, be distributed throughout the period of application of this Protocol.

2. Should Cyprus accede to the European Union during the period covered by this Protocol, appropriate arrangements will be adopted to ensure a harmonious transition as regards financial aid from the system for associate countries to that for Member States.

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1. Loans granted by the Bank from its own resources shall be made in accordance with the arrangements, conditions and procedures laid down in its statute. They shall, as regards their duration, be subject to terms established on the basis of the economic and financial characteristics of the projects for which these loans are intended, also taking into account the conditions obtaining on the capital markets on which the Bank procures its resources. The interest rate shall be determined in accordance with the Bank's practice at the time of signature of each loan contract.

2. The terms and arrangements for contributions to risk capital shall be determined on a case-by-case basis.

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4. The funds referred to in Article 2 may be granted through the intermediary of the State or appropriate Cypriot bodies, on condition that they allocate the amounts to the recipients on terms decided, by agreement with the Community, on the basis of the economic and financial characteristics of the projects and operations for which they are intended.

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Aid contributed by the Community for the execution of certain projects may, with the agreement of Cyprus, take the form of co-financing in which, in particular, credit and development bodies and institutions of Cyprus, of

Member States or of third States or international finance organizations would take part.

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The following shall be eligible for financial and technical cooperation:

- (a) in general:
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- (b) with the agreement of the Cypriot Government, for projects or operations approved by it:
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 - scholarship holders and trainees sent by Cyprus under the training schemes referred to in Article 3.

Article 9

1. With a view to making optimum use of the instruments and means provided for in this Protocol and achieving the objectives laid down in Article 3, the Community and the Government of Cyprus shall, by mutual agreement on the basis of information provided by the latter, draw up an indicative programme committing both parties and determining the specific objectives of financial and technical cooperation, the priority sectors for intervention and the action programmes envisaged by reference to the priorities set out in Cyprus's development plan.

2. The indicative programme may be reviewed by mutual agreement to take account of any changes in Cyprus's economic situation or in the objectives and priorities laid down by its development plan.

3. The Community and Cyprus shall continue their exchanges of views within the appropriate bodies and shall, at least once during the period of implementation of this Protocol and at the latest by the end of the third year following its entry into force, make an assessment of the implementation of the indicative programme.

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1. Within the framework laid down in accordance with Article 9, the State of Cyprus or, with the agreement

of its Government, the other possible beneficiaries referred to in Article 8, shall submit their requests for financial aid to the Community.

2. The Community shall appraise the requests for financing in collaboration with the competent Cypriot authorities and other beneficiaries, in accordance with the objectives referred to in Article 9, and shall inform them of the decisions taken on such requests.

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1. The execution, management and maintenance of schemes that are the subject of financing under this Protocol shall be the responsibility of Cyprus or of the other beneficiaries referred to in Article 8.

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2. The projects and action programmes shall be the subject of appropriate evaluation, the outcome of which shall be communicated to both parties, which shall take appropriate measures by mutual agreement.

3. Certain rules for administering the financial aid granted by the Community shall be the subject of an exchange of letters or a Framework Agreement between the Commission and the Government of Cyprus upon conclusion of this Protocol.

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1. All natural and legal persons falling within the scope of the Treaty establishing the European Community and all natural and legal persons of the Republic of Cyprus may participate on equal terms in tendering procedures and other procedures for the award of contracts likely to be financed. Any such legal person formed in accordance with the law of a Member State of the European Community or of Cyprus must have its registered office, its administrative head office or its principal establishment in the territories in which the Treaty establishing the European Community is applied or in Cyprus; however, where only its registered office is in the said territories or in Cyprus, the activities of such legal person must be effectively and continuously linked with the economy of those territories or of Cyprus.

2. In agreement with Cyprus, natural and legal persons who are nationals of developing countries associated with the Community by comprehensive cooperation or association agreements may exceptionally, on a case-by-case basis, be authorized by the Community to participate in the operations referred to in paragraph 1 which are financed by the Community. The eligibility of

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Where, as provided for under Article 8, a loan is accorded with the agreement of the Cyprus Government to a beneficiary other than the State, the provision of a guarantee by the latter or of other adequate guarantees shall be required by the Bank as a condition of the loan.

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Throughout the duration of the loans and risk capital operations provided for in Article 2, Cyprus shall undertake to:

- (a) place at the disposal of the beneficiaries or of their guarantors the currency necessary for the payment of interest and commission and amortization of loans and risk capital aid granted for the implementation of operations on its territory;
- (b) make available to the Bank the foreign currency necessary for the transfer of all sums received by it in national currency which represent the net revenue and proceeds from transactions involving the acquisition by the Community of holdings in the capital of companies or firms.

Article 18

The results of financial and technical cooperation may be examined within the Association Council, which shall establish, where appropriate, the general guidelines for such cooperation.

Should, before the expiration of this Protocol, the amount fixed in the third subparagraph of Article 3 (1),

not have been committed, the parties will jointly agree within the Association Council on the appropriate use of the remaining funds.

Article 19

One year before the expiry of this Protocol, the Contracting Parties shall examine what arrangements could be made for financial and technical cooperation during a possible further period.

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This Protocol shall be annexed to the Agreement establishing an Association between the European Economic Community and the Republic of Cyprus.

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1. This Protocol shall be subject to approval in accordance with the Contracting Parties' own procedures; the Contracting Parties shall notify each other that the procedures necessary to this end have been completed.

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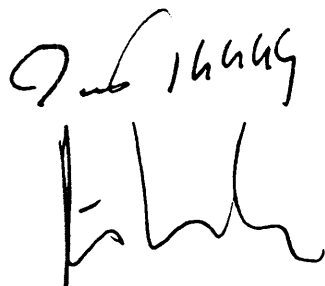
Per la Comunità europea

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För Europeiska gemenskapen



Por el Gobierno de la República de Chipre

For regeringen for Republikken Cypern

Für die Regierung der Republik Zypern

Για την κυβέρνηση της Κυπριακής Δημοκρατίας

For the Government of the Republic of Cyprus

Pour le gouvernement de la république de Chypre

Per il governo della Repubblica di Cipro

Voor de Regering van de Republiek Cyprus

Pelo Governo da República de Chipre

Kyproksen tasavallan hallituksen puolesta

För Republiken Cyperns regering

