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Legislation

Contents

I Acts whose publication is obligatory

Commission Regulation (EC) No 490/2001 of 12 March 2001 establishing the standard import values for determining the entry price of certain fruit and vegetables 1

- ★ **Commission Regulation (EC) No 491/2001 of 12 March 2001 amending Regulation (EC) No 1608/2000 laying down transitional measures pending the definitive measures implementing Regulation (EC) No 1493/1999 on the common organisation of the market in wine** 3

Commission Regulation (EC) No 492/2001 of 12 March 2001 opening an invitation to tender for the resale on the internal market of approximately 2 752 tonnes of rice held by the Italian intervention agency 5

II Acts whose publication is not obligatory

Council

2001/196/EC:

- ★ **Council Decision of 26 February 2001 concerning the conclusion of an Agreement between the European Community and the United States of America renewing a programme of cooperation in higher education and vocational education and training** 7

Agreement between the European Community and the United States of America renewing a programme of cooperation in higher education and vocational education and training 8

2001/197/EC:

- ★ **Council Decision of 26 February 2001 concerning the conclusion of an Agreement between the European Community and the Government of Canada renewing a cooperation programme in higher education and training** 15

Contents (continued)	Agreement between the European Community and the Government of Canada renewing a cooperation programme in higher education and training	16
	Commission	
	2001/198/ECSC:	
	★ Commission Decision of 15 November 2000 concerning State aid granted by Belgium to Cockerill Sambre SA ⁽¹⁾ (notified under document number C(2000) 3563)	23
	2001/199/EC:	
	★ Commission Decision of 9 March 2001 authorising the Member States to provide for derogations from certain provisions of Council Directive 2000/29/EC in respect of potatoes, other than potatoes intended for planting, originating in New Zealand (notified under document number C(2001) 685)	28

⁽¹⁾ Text with EEA relevance

I

(Acts whose publication is obligatory)

**COMMISSION REGULATION (EC) No 490/2001
of 12 March 2001
establishing the standard import values for determining the entry price of certain fruit and
vegetables**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Commission Regulation (EC) No 3223/94 of 21 December 1994 on detailed rules for the application of the import arrangements for fruit and vegetables ⁽¹⁾, as last amended by Regulation (EC) No 1498/98 ⁽²⁾, and in particular Article 4(1) thereof,

Whereas:

- (1) Regulation (EC) No 3223/94 lays down, pursuant to the outcome of the Uruguay Round multilateral trade negotiations, the criteria whereby the Commission fixes the standard values for imports from third countries, in respect of the products and periods stipulated in the Annex thereto.

- (2) In compliance with the above criteria, the standard import values must be fixed at the levels set out in the Annex to this Regulation,

HAS ADOPTED THIS REGULATION:

Article 1

The standard import values referred to in Article 4 of Regulation (EC) No 3223/94 shall be fixed as indicated in the Annex hereto.

Article 2

This Regulation shall enter into force on 13 March 2001.

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

Done at Brussels, 12 March 2001.

For the Commission

Franz FISCHLER

Member of the Commission

⁽¹⁾ OJ L 337, 24.12.1994, p. 66.

⁽²⁾ OJ L 198, 15.7.1998, p. 4.

ANNEX

to the Commission Regulation of 12 March 2001 establishing the standard import values for determining the entry price of certain fruit and vegetables

(EUR/100 kg)

CN code	Third country code ⁽¹⁾	Standard import value
0702 00 00	052	122,9
	204	73,2
	212	100,0
	624	120,7
	999	104,2
0707 00 05	052	197,4
	628	141,3
	999	169,4
0709 90 70	052	116,6
	204	108,5
	624	127,6
	999	117,6
0805 10 10, 0805 10 30, 0805 10 50	052	54,6
	204	45,6
	212	53,8
	600	48,1
	624	58,3
	999	52,1
0805 30 10	600	59,8
	999	59,8
0808 10 20, 0808 10 50, 0808 10 90	039	91,2
	388	102,3
	400	92,5
	404	72,3
	508	92,5
	512	88,9
	528	96,7
	720	100,4
	728	104,0
	999	93,4
	999	93,4
0808 20 50	388	70,8
	512	75,5
	528	78,8
	720	54,6
	999	69,9

⁽¹⁾ Country nomenclature as fixed by Commission Regulation (EC) No 2032/2000 (OJ L 243, 28.9.2000, p. 14). Code '999' stands for 'of other origin'.

**COMMISSION REGULATION (EC) No 491/2001
of 12 March 2001**

amending Regulation (EC) No 1608/2000 laying down transitional measures pending the definitive measures implementing Regulation (EC) No 1493/1999 on the common organisation of the market in wine

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 1493/1999 of 17 May 1999 on the common organisation of the market in wine ⁽¹⁾, as last amended by Regulation (EC) No 2826/2000 ⁽²⁾, and in particular Article 80 thereof,

Whereas:

- (1) Commission Regulation (EC) No 1608/2000 ⁽³⁾, as last amended by Regulation (EC) No 2631/2000 ⁽⁴⁾, extends until 31 January 2001 the application of certain Council provisions repealed by Article 81 of Regulation (EC) No 1493/1999 pending finalisation and adoption of the definitive measures to implement that Regulation. It lays down in particular that Articles 1 and 3 of, and the Annex to, Council Regulation (EEC) No 1873/84 of 28 June 1984 authorising the offer or disposal for direct human consumption of certain imported wines which may have undergone oenological processes not provided for in Regulation (EEC) No 337/79 ⁽⁵⁾, as last amended by Regulation (EC) No 2839/98 ⁽⁶⁾, should remain in force until 31 January 2001. However, Regulation (EEC) No 1873/84 stipulates that these provisions would remain in force until 31 December 2003. Under Article 45(2) of Regulation (EC) No 1493/1999, the Commission presented a proposal for a Council regulation authorising until 31 December 2003 the offer or disposal for direct human consumption of certain imported wines which may have undergone oenological processes not provided for in Regulation (EC) No 1493/1999, which applies similar provisions on the same terms as those laid down in Regulation (EEC) No 1873/84. However, it seems likely that the Council will not be able to adopt this proposal before 31 January 2001. To enable the Council to adopt this proposal without interrupting the status quo where the products referred to in

Articles 1 and 3 of, and the Annex to Regulation (EEC) No 1873/84 are concerned, these provisions should be maintained until the Council takes a decision, or until 31 December 2003 at the latest. This Regulation must apply from 1 February 2001 for the same reason.

- (2) The extra transitional period does not affect the implementation of the bulk of the reform of the common organisation of the market in wine on the date set by the Council, since the main points concerning the areas covered by those Regulations have been settled in Regulation (EC) No 1493/1999 or in the implementing regulations already adopted.
- (3) The measures provided for in this Regulation are in accordance with the opinion of the Management Committee for Wine,

HAS ADOPTED THIS REGULATION:

Article 1

Regulation (EC) No 1608/2000 is amended as follows:

1. The following sentence is added to Article 1:

'The provisions listed in Part C of the Annex shall remain applicable until such time as the Council adopts the Commission proposal for a Council regulation authorising the offer or disposal for direct human consumption of certain imported wines which may have undergone oenological processes not provided for in Regulation (EC) No 1493/1999 and until 31 December 2003 at the latest.'

2. The Annex is replaced by the Annex to this Regulation.

Article 2

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

It shall apply from 1 February 2001.

⁽¹⁾ OJ L 179, 14.7.1999, p. 1.

⁽²⁾ OJ L 328, 23.12.2000, p. 2.

⁽³⁾ OJ L 185, 25.7.2000, p. 24.

⁽⁴⁾ OJ L 302, 1.12.2000, p. 36.

⁽⁵⁾ OJ L 176, 3.7.1984, p. 6.

⁽⁶⁾ OJ L 354, 30.12.1998, p. 12.

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

Done at Brussels, 12 March 2001.

For the Commission
Franz FISCHLER
Member of the Commission

ANNEX

PART A

List of provisions in force until 31 January 2001:

- (a) Regulation (EEC) No 2390/89
- (b) Articles 1 and 2 of Regulation (EEC) No 2391/89
- (c) Articles 3, 31 and 71 of Regulation (EEC) No 822/87

PART B

List of provisions in force until 31 March 2001:

- (a) Article 15(2) and (7) of Regulation (EEC) No 823/87
- (b) Regulation (EEC) No 2392/89
- (c) Article 2 of Regulation (EEC) No 3895/91
- (d) Articles 8, 9 and 11 of Regulation (EEC) No 2333/92
- (e) Article 72 of Regulation (EEC) No 822/87

PART C

List of provisions in force until 31 December 2003:

Articles 1 and 3 of Regulation (EEC) No 1873/84, and the Annex hereto.

COMMISSION REGULATION (EC) No 492/2001**of 12 March 2001****opening an invitation to tender for the resale on the internal market of approximately 2 752 tonnes of rice held by the Italian intervention agency**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 3072/95 of 22 December 1995 on the common organisation of the market in rice ⁽¹⁾, as last amended by Regulation (EC) No 1667/2000 ⁽²⁾, and in particular the final indent of Article 8(b) thereof,

Whereas:

- (1) Approximately 2 752 tonnes of paddy rice held by the Italian intervention agency should be placed on sale on the Community market. The sale should be carried out in accordance with Commission Regulation (EEC) No 75/91 of 11 January 1991 laying down the procedures and conditions for the disposal of paddy rice held by intervention agencies ⁽³⁾.
- (2) As a result of the product's deterioration due to natural disasters, a minimum selling price should be determined for each lot put up for sale, taking account of its specific characteristics, in accordance with Article 2(3)(b) of Commission Regulation (EEC) No 3597/90 of 12 December 1990 on the accounting rules for intervention measures involving the buying-in, storage and sale of agricultural products by intervention agencies ⁽⁴⁾, as last amended by Regulation (EC) No 1392/97 ⁽⁵⁾. However, in view of the deterioration in lot No 5, no minimum price should be fixed for that lot and it should be awarded to the highest bidder.
- (3) The measures provided for in this Regulation are in accordance with the opinion of the Management Committee for Cereals,

HAS ADOPTED THIS REGULATION:

Article 1

The Italian intervention agency shall open, on the conditions laid down in Regulation (EEC) No 75/91, an invitation to tender for the resale on the internal market of approximately 2 752 tonnes of paddy rice held by that agency.

Article 2

Notwithstanding Article 3(2) of Regulation (EEC) No 75/91, tenders must relate to an entire lot.

Article 3

1. The closing date for the initial submission of tenders shall be 21 March 2001; for the final submission of tenders it shall be 4 April 2001.

2. Tenders must be submitted to the Italian intervention agency:

Ente nazionale risi
Piazza Pio XI 1
I-20123 Milano

Tel. (02) 885 51 11
Fax. (02) 86 13 72.

3. The products are stored in the following warehouses:

Corso Dante, 24 — Balzola (AL)
Via Roma, 128 — Casavolone (NO)
Via Roma — Formigliana (VC).

⁽¹⁾ OJ L 329, 30.12.1995, p. 18.

⁽²⁾ OJ L 193, 29.7.2000, p. 3.

⁽³⁾ OJ L 9, 12.1.1991, p. 15.

⁽⁴⁾ OJ L 350, 14.12.1990, p. 43.

⁽⁵⁾ OJ L 190, 19.7.1997, p. 22.

Article 4

The following minimum selling prices shall be respected:

- **Lot No 1:** Price EUR 176/t 461,08 tonnes
 - Store Formigliana: Nos A11, D12
 - Store Balzola: Nos 75, 85,
- **Lot No 2:** Price EUR 232/t 676,07 tonnes
 - Store Casalvolone: No 9
 - Store Balzola: Nos 44, 74, 86, 64,
- **Lot No 3:** Price EUR 254/t 345,94 tonnes
 - Store Casalvolone: Nos 7, 14
 - Store Balzola: No 52,
- **Lot No 4:** Price EUR 267/t 627,92 tonnes
 - Store Formigliana: No C12
 - Store Balzola: Nos 45, 65, 76, 84, 77,
- **Lot No 5:** to the highest bidder 641,46 tonnes
 - Store Formigliana: No E12
 - Store Balzola: Nos 46, 63, 73, 81, 82.

Article 5

By Tuesday of the week following the closing date for the submission of tenders, the Italian intervention agency shall notify the Commission of the quantities and prices of the lots sold.

Article 6

This Regulation shall enter into force on the day of 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, 12 March 2001.

For the Commission
Franz FISCHLER
Member of the Commission

II

(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DECISION

of 26 February 2001

concerning the conclusion of an Agreement between the European Community and the United States of America renewing a programme of cooperation in higher education and vocational education and training

(2001/196/EC)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Articles 149 and 150 in conjunction with Article 300(3), first subparagraph thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament,

Whereas:

- (1) By its Decision of 22 May 2000 the Council authorised the Commission to negotiate Agreements for cooperation in higher education and vocational training between the European Community, Canada and the United States of America.
- (2) The Community and the United States of America expect to obtain mutual benefit from such cooperation, which must, on the Community's side, be complementary to the bilateral programmes between the Member States and the United States of America and provide a European added value.
- (3) The Agreement between the European Community and the United States of America renewing a programme of cooperation in higher education and vocational education and training should be approved,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Community and the United States of America renewing a programme of cooperation in higher education and vocational education and training is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Decision.

Article 2

The delegation of the European Community to the Joint Committee referred to in Article 6 of the Agreement shall consist of a representative from the Commission assisted by a representative from each Member State.

Article 3

The President of the Council shall carry out the notification provided for in Article 12 of the Agreement.

Done at Brussels, 26 February 2001.

For the Council
The President
A. LINDH

AGREEMENT**between the European Community and the United States of America renewing a programme of cooperation in higher education and vocational education and training**

THE EUROPEAN COMMUNITY,

of the one part, and

THE UNITED STATES OF AMERICA,

of the other part,

hereinafter collectively referred to as 'the Parties',

NOTING that the Transatlantic Declaration adopted by the European Community and its Member States and the Government of the United States of America in November 1990 makes specific reference to strengthening mutual cooperation in various fields which directly affect the present and future wellbeing of their citizens, such as exchanges and joint projects in education and culture, including academic and youth exchanges;

CONSIDERING that the adoption and the implementation of the 1995 Agreement Between the European Community and the United States of America establishing a cooperation programme in higher education and vocational education and training give effect to the commitments of the Transatlantic Declaration and constitute examples of highly successful and cost-effective cooperation;

NOTING that the new Transatlantic Agenda adopted at the EU-US Summit in December 1995 in Madrid refers under Action IV - Building bridges across the Atlantic - to the EC/US Agreement establishing a cooperation programme in education and vocational training as a potential catalyst for a broad spectrum of innovative cooperative activities of direct benefit to students and teachers and refers to the introduction of new technologies into classrooms, linking educational establishments in the United States of America with those in the European Union and encouraging teaching of each other's languages, history and culture;

ACKNOWLEDGING the crucial contribution of education and training to the development of human resources capable of participating in the global knowledge-based economy;

RECOGNISING that cooperation in education and vocational training should complement other relevant cooperation initiatives between the European Community and the United States of America;

NOTING that the 1997 'Bridging the Atlantic: people to people links' Transatlantic Conference underlined the potential for cooperation between the European Community and the United States of America in the field of non-formal education;

ACKNOWLEDGING the importance of ensuring complementarity with relevant initiatives carried out in the field of higher education and vocational training by international organisations active in these fields such as OECD, Unesco and the Council of Europe;

RECOGNISING that the Parties have a common interest in cooperation in higher education and vocational education and training between them;

EXPECTING to obtain mutual benefit from cooperative activities in higher education and vocational education and training;

RECOGNISING the need to widen access to the activities supported under this Agreement, in particular those activities in the vocational education and training sector; and

DESIRING to establish a formal basis for continued cooperation in higher education and vocational education and training,

HAVE AGREED AS FOLLOWS:

*Article 1***Purpose**

This Agreement renews the cooperation programme in higher education and vocational education and training (hereinafter referred to as 'the Programme'), originally established under the 1995 Agreement Between the European Community and the United States of America establishing a cooperation programme in higher education and vocational education and training.

*Article 2***Definitions**

For the purpose of this Agreement:

1. 'higher education institution' means any establishment according to the applicable laws or practices which offers qualifications or diplomas at the higher education level, whatever such establishment may be called;

2. 'vocational education and training institutions' means any type of public, semi-public or private body, which, irrespective of the designation given to it, in accordance with the applicable laws and practices, designs or undertakes vocational education or training, further vocational training, refresher vocational training or retraining; and
3. 'students' means all those persons following learning or training courses or programmes which are run by higher education or vocational education and training institutions as defined in this Article.

Article 3

Objectives

The objectives of the Programme shall be to:

1. promote mutual understanding between the peoples of the European Community and the United States of America including broader knowledge of their languages, cultures and institutions;
2. improve the quality of human resource development in both the European Community and the United States of America, including the acquisition of skills required to meet the challenges of the global knowledge-based economy;
3. encourage an innovative and sustainable range of student-centered higher education and vocational education and training cooperative activities between the different regions in the European Community and in the United States of America that have a durable impact;
4. improve the quality of transatlantic student mobility by promoting transparency, mutual recognition of periods of study and training, and, where appropriate, portability of credits;
5. encourage the exchange of expertise in e-learning and open and distance learning and their effective use to broaden Programme impact;
6. promote or enhance partnerships among higher education and vocational education and training institutions, professional associations, public authorities, private sector and other associations as appropriate in both the European Community and the United States of America;
7. reinforce a European Community and United States dimension to transatlantic cooperation in higher education and vocational education and training; and
8. complement relevant bilateral programmes between the Member States of the European Community and the United States of America as well as other European Community and United States programmes and initiatives.

Article 4

Principles

Cooperation under this Agreement shall be guided by the following principles:

1. full respect for the responsibilities of the Member States of the European Community and the States of the United States of America and the autonomy of higher education and vocational education and training institutions;
2. mutual benefit from activities undertaken through this Agreement;
3. effective provision of seed-funding for a diverse range of innovative projects that build new structures and links, that have a multiplying effect through consistent and effective dissemination of results, that are sustainable over the longer term without on-going Programme support and that, where student mobility is involved, provide mutual recognition of periods of study and training and, where appropriate, portability of credits;
4. broad participation across the different Member States of the European Community and the United States of America;
5. recognition of the full cultural, social, and economic diversity of the European Community and the United States of America; and
6. selection of projects on a competitive basis, taking account of the foregoing principles.

Article 5

Programme actions

The Programme shall be pursued by means of the actions described in the Annex, which forms an integral part of this Agreement.

Article 6

Joint Committee

1. A Joint Committee is hereby established. It shall comprise an equal number of representatives of each Party.
2. The functions of the Joint Committee shall be to:
 - (a) review the cooperative activities envisaged under this Agreement; and
 - (b) provide a report annually to the Parties on the level, status and effectiveness of cooperative activities undertaken under this Agreement.
3. The Joint Committee shall meet at least every second year, with such meetings being held alternately in the European Community and the United States of America. Other meetings may be held as mutually determined.
4. Decisions of the Joint Committee shall be reached by consensus. Minutes, comprising a record of the decisions and principal points, shall be taken at each meeting. These Minutes shall be approved by those persons selected from each side to jointly chair the meeting, and shall, together with the annual report, be made available to appropriate Minister-level officials of each Party.

*Article 7***Monitoring and evaluation**

The Programme shall be monitored and evaluated as appropriate on a cooperative basis. This shall permit, as necessary, the reorientation of activities in the light of any needs or opportunities becoming apparent in the course of its operation.

*Article 8***Funding**

1. Activities under this Agreement shall be subject to the availability of funds and to the applicable laws and regulations, policies and programmes of the European Community and the United States of America. Financing will be, to the extent possible, on the basis of an overall matching of funds between the Parties. The Parties shall attempt to offer Programme activities of comparable benefit and scope.

2. Costs incurred by or on behalf of the Joint Committee shall be met by the Party to whom the members are responsible. Costs, other than those of travel and subsistence, which are directly associated with meetings of the Joint Committee, shall be met by the host Party.

*Article 9***Entry of personnel**

Each Party shall use its best efforts to facilitate entry to and exit from its territory of personnel, students, material and equipment of the other Party engaged in or used in cooperative activities under this Agreement.

*Article 10***Other agreements**

This Agreement shall not replace or otherwise affect other agreements or activities undertaken in the fields covered between any Member State of the European Community and the United States of America.

*Article 11***Territorial application of this Agreement**

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

*Article 12***Entry into force and termination**

1. This Agreement shall enter into force on 1 January 2001 or on the first day of the month following the date on which the Parties shall have notified each other in writing that their legal requirements for the entry into force of this Agreement have been fulfilled, whichever is the later date. This Agreement replaces the 1995 Agreement Between the European Community and the United States of America establishing a cooperation programme in higher education and Vocational education and training in its entirety.

2. This Agreement shall remain in force for five years and may be extended or amended by mutual written agreement. Amendments or extensions shall enter into force on the first day of the month following the date on which the Parties shall have notified each other in writing that their requirements for entry into force of the agreement providing for the amendment or extension in question have been fulfilled.

3. This Agreement may be terminated at any time by either Party by twelve months' written notice. The expiration or termination of this Agreement shall not affect the validity or duration of any pre-existing arrangements made under it.

Article 13

This Agreement is drawn up in duplicate 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 abajo firmantes, debidamente autorizados, suscriben el presente Acuerdo.

TIL BEKRÆFTELSE HERAF har undertegnede behørigt befuldmægtigede underskrevet denne aftale.

ZU URKUND DESSEN haben die Unterzeichneten, hierzu gehörig befugten Bevollmächtigten dieses Abkommen unterschrieben.

ΕΙΣ ΠΙΣΤΩΣΗ ΤΩΝ ΑΝΩΤΕΡΩ, οι υπογράφωντες πληρεξούσιοι, δεόντως εξουσιοδοτημένοι προς τούτο, έθεσαν την υπογραφή τους κάτω από την παρούσα συμφωνία.

IN WITNESS WHEREOF the undersigned, being duly authorised, have signed the present Agreement.

EN FOI DE QUOI, les soussignés, dûment mandatés, ont apposé leur signature au bas du présent accord.

IN FEDE DI CHE i sottoscritti, muniti di regolari poteri, hanno firmato il presente accordo.

TEN BLIJKE WAARVAN de ondergetekenden, naar behoren gemachtigd, hun handtekening onder deze overeenkomst hebben geplaatst.

EM FÉ DO QUE os abaixo assinados, com os devidos poderes para o feito, apuseram as suas assinaturas no presente Acordo.

TÄMÄN VAKUUDEKSI jäljempänä mainitut täysivaltaiset edustajat ovat allekirjoittaneet tämän sopimuksen.

TILL BEVIS HÄRPÅ har undertecknade befullmäktigade undertecknat detta avtal.

Hecho en Washington D.C., el dieciocho de diciembre del año dos mil.

Udfærdiget i Washington D.C. den attende december to tusind.

Geschehen zu Washington D.C. am achtzehnten Dezember zweitausend.

Έγινε στην Ουάσιγκτον D.C., στις δέκα οκτώ Δεκεμβρίου δύο χιλιάδες.

Done at Washington D.C. on the eighteenth day of December in the year two thousand.

Fait à Washington D.C., le dix-huit décembre deux mille.

Fatto a Washington D.C., addì diciotto dicembre duemila.

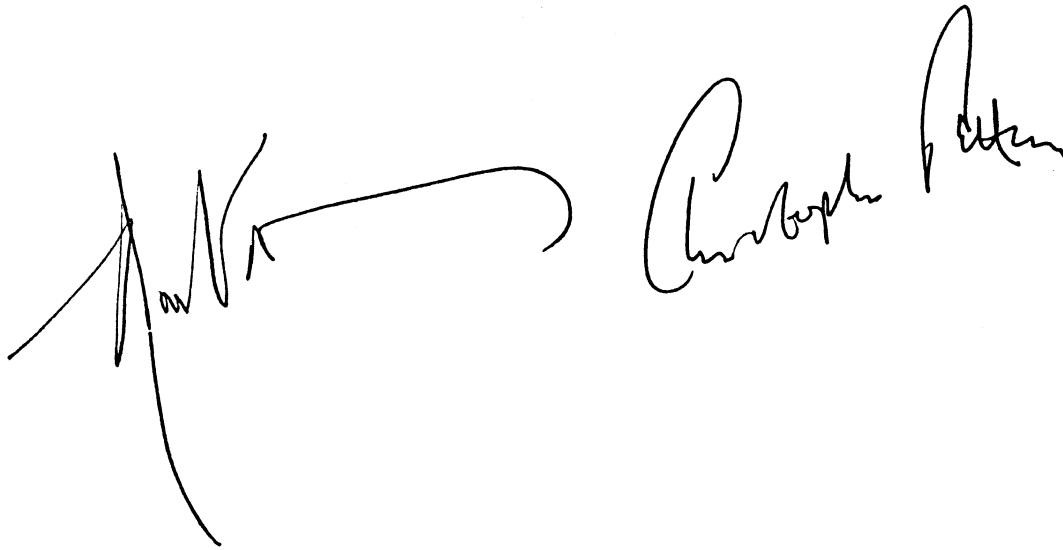
Gedaan te Washington D.C., de achttiende december tweeduizend.

Feito em Washington D.C., em dezoito de Dezembro de dois mil.

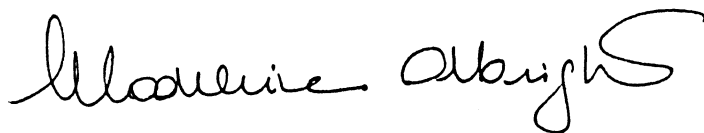
Tehty Washington D.C.:ssä kahdeksantenatoista päivänä joulukuuta vuonna kaksituhatta.

Som skedde i Washington D.C. den artonde december tjugohundra.

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
På Europeiska gemenskapens vägnar



Por los Estados Unidos de América
For Amerikas Forenede Stater
Für die Vereinigten Staaten von Amerika
Για τις Ηνωμένες Πολιτείες της Αμερικής
For the United States of America
Pour les États-Unis d'Amérique
Per gli Stati Uniti d'America
Voor de Verenigde Staten van Amerika
Pelos Estados Unidos da América
Amerikan yhdysvaltojen puolesta
På Amerikas förenta staters vägnar



ANNEX

ACTIONS

ACTION 1

Joint European Community/United States consortia projects

1. The Parties shall provide support to higher education and vocational education and training institutions which form joint EC/US consortia for the purpose of undertaking joint projects in the area of higher education and vocational education and training. The European Community will provide support for the use of the European Community consortia partners; the United States of America will provide support for United States consortia partners.
2. Each joint consortium must have a minimum of three active partners on each side from at least three different Member States of the European Community and three different States of the United States of America.
3. Each joint consortium should, as a rule, involve transatlantic mobility of students, with a goal of parity in the flows in each direction, and should foresee adequate language and cultural preparation.
4. The structural cooperative activities of a consortium will be supported by seed-funding for a maximum period of three years. Preparatory or project development activities may be supported for a period of up to one year.
5. Appropriate authorities on each side will mutually agree upon the eligible subject areas for joint EC/US consortia.
6. Project activities eligible for support may include:
 - (a) preparatory or project development activities;
 - (b) development of organisational frameworks for student mobility, including work placements, which provide adequate language preparation and full recognition by the partner institutions;
 - (c) structured exchanges of students, teachers, trainers, administrators, and other relevant specialists;
 - (d) joint development and dissemination of innovative curricula, including teaching materials, methods and modules;
 - (e) joint development and dissemination of new methodologies in higher education and vocational education and training, including the use of information and communication technologies, e-learning, and open and distance learning;
 - (f) short intensive programmes of a minimum of three weeks, provided they are an integral part of the programme of study or training;
 - (g) teaching assignments at a transatlantic partner institution that support the project's curriculum development; and
 - (h) other innovative projects which aim to improve the quality of transatlantic cooperation in higher education and vocational education and training and meet at least one of the objectives specified in Article 3 of this Agreement.

ACTION 2

Fulbright/European Union programme

The Parties shall provide scholarships for the study of, and research and lecturing on, European Community affairs and EC/US relations. Grants will be provided under the Fulbright/European Union programme.

ACTION 3

Complementary activities

The Parties may support a limited number of complementary activities in accordance with the objectives of the Agreement, including exchanges of experience or other forms of joint action in the fields of education and training.

PROGRAMME ADMINISTRATION

Administration of the Actions shall be implemented by the competent officials of each Party. These tasks may include:

1. deciding upon the rules and procedures for the presentation of proposals including the preparation of a common set of guidelines for applicants;
2. establishing a timetable for publication of calls for proposals, submission and selection of proposals;
3. providing information on the Programme and its implementation;
4. appointing academic advisors and experts;
5. recommending to the appropriate authorities of each Party which projects to finance;
6. providing financial management; and
7. promoting a cooperative approach to programme monitoring and evaluation.

TECHNICAL SUPPORT MEASURES

Under the present Programme, funds may be used for the purchase of services necessary to the implementation of the Programme. In particular, the Parties may have recourse to experts; may organise seminars, colloquia or other meetings likely to facilitate the implementation of the Programme; and may undertake evaluation, information, publication and dissemination activities.

COUNCIL DECISION**of 26 February 2001****concerning the conclusion of an Agreement between the European Community and the Government of Canada renewing a cooperation programme in higher education and training**

(2001/197/EC)

THE COUNCIL OF THE EUROPEAN UNION,

HAS DECIDED AS FOLLOWS:

Having regard to the Treaty establishing the European Community, and in particular Articles 149 and 150 in conjunction with Article 300(3), first subparagraph thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament,

Whereas:

- (1) By its Decision of 22 May 2000 the Council authorised the Commission to negotiate Agreements for cooperation in higher education and vocational training between the European Community, Canada and the United States of America.
- (2) The Community and Canada expect to obtain mutual benefit from such cooperation, which must, on the Community's side, be complementary to the bilateral programmes between the Member States and Canada and provide a European added value.
- (3) The Agreement between the European Community and the Government of Canada renewing a cooperation programme in higher education and training should be approved,

Article 1

The Agreement between the European Community and the Government of Canada renewing a cooperation programme in higher education and training is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Decision.

Article 2

The delegation of the European Community to the Joint Committee referred to in Article 6 of the Agreement shall consist of a representative from the Commission assisted by a representative from each Member State.

Article 3

The President of the Council shall carry out the notification provided for in Article 12 of the Agreement.

Done at Brussels, 26 February 2001.

For the Council

The President

A. LINDH

AGREEMENT**between the European Community and the Government of Canada renewing a cooperation programme in higher education and training**

THE EUROPEAN COMMUNITY,

of the one part, and

THE GOVERNMENT OF CANADA,

of the other part,

hereinafter collectively referred to as 'the Parties',

NOTING that the Transatlantic Declaration adopted by the European Community and its Member States and the Government of Canada on 22 November 1990 makes specific reference to strengthening mutual cooperation in various fields which directly affect the present and future well-being of their citizens, such as exchanges and joint projects in education and culture, including academic and youth exchanges;

NOTING that the Joint Declaration on EU-Canada relations adopted on 17 December 1996 remarks that in order to renew their ties based on shared cultures and values, the Parties will encourage contacts between their citizens at every level, especially among their youth; and that the Joint Action Plan attached to the Declaration encourages the Parties to further strengthen their cooperation through the Agreement on higher education and training;

CONSIDERING that the adoption and the implementation of the 1995 Agreement on higher education and training materialises the commitment of the Transatlantic Declaration and that the experience of its implementation has been highly positive to both Parties;

ACKNOWLEDGING the crucial contribution of higher education and training to the development of human resources capable of participating in the global knowledge-based economy;

RECOGNISING that cooperation in higher education and training should complement other relevant cooperation initiatives between the European Community and Canada;

ACKNOWLEDGING the importance of taking into account the work done in the field of higher education and training by international organisations active in these fields such as the OECD, Unesco and the Council of Europe;

RECOGNISING that the Parties have a common interest in cooperation in higher education and training, as part of the wider cooperation that exists between the European Community and Canada;

EXPECTING to obtain mutual benefit from cooperative activities in higher education and training;

RECOGNISING the need to widen access to the activities supported under this Agreement, in particular those activities in the training sector;

DESIRING to renew the basis for the continuing conduct of cooperative activities in higher education and training,

HAVE AGREED AS FOLLOWS:

*Article 1**Article 2***Definitions****Purpose**

For the purpose of this Agreement:

This Agreement renews the cooperation programme in higher education and training between the European Community and Canada, established in 1995.

1. 'higher education institution' means any establishment according to the applicable laws or practices which offers qualifications or diplomas at higher education level, whatever such establishment may be called;

2. 'training institution' means any type of public, semi-public or private body, which, irrespective of the designation given to it, in accordance with the applicable laws and practices, designs or undertakes vocational education or training, further vocational training, refresher vocational training or retraining contributing to qualifications recognised by the competent authorities;
3. 'students' means all those persons following learning or training courses or programmes which are run by higher education or training institutions as defined in this Article, and which are recognised or financially supported by the competent authorities.

Article 3

Objectives

The objectives of the Cooperation Programme shall be to:

1. promote closer understanding between the peoples of the European Community and Canada, including broader knowledge of their languages, cultures and institutions;
2. improve the quality of human resource development in both the European Community and Canada, including the acquisition of skills required to meet the challenges of the global knowledge-based economy;
3. encourage an innovative and sustainable range of student-centred higher education and training cooperative activities between the different regions in the European Community and in Canada that have a durable impact;
4. improve the quality of transatlantic student mobility by promoting transparency, mutual recognition of qualifications and periods of study and training, and where appropriate, portability of credits;
5. encourage the exchange of expertise in e-learning and open and distance education and their effective use by project consortia to broaden Programme impact;
6. form or enhance partnerships among higher education and training institutions, professional associations, public authorities, private sector and other associations as appropriate in both the European Community and Canada;
7. reinforce a European Community and a Canadian value-added dimension to Transatlantic cooperation in higher education and training;
8. complement bilateral programmes between the Member States of the European Community and Canada as well as other European Community and Canadian programmes and initiatives.

Article 4

Principles

Cooperation under this Agreement shall be conducted on the basis of the following principles:

1. full respect for the responsibilities of the Member States of the European Community and the Provinces and Territories of Canada and the autonomy of the higher education and training institutions;
2. overall balance of benefits from activities undertaken through this Agreement;
3. effective provision of seed-funding for a diverse range of innovative projects, that build new structures and links, that have a multiplying effect through consistent and effective dissemination of results, that are sustainable over the longer term without on-going Cooperation Programme support, and where student mobility is involved, provide mutual recognition of periods of study and training and, where appropriate, portability of credits;
4. broad participation across the different Member States of the European Community and the Provinces and Territories of Canada;
5. recognition of the full cultural, social and economic diversity of the European Community and Canada; and
6. selection of projects on a competitive and transparent basis, taking account of the foregoing principles.

Article 5

Programme actions

The Cooperation Programme shall be pursued by means of the actions described in the Annex, which forms an integral part of this Agreement.

Article 6

Joint Committee

1. A Joint Committee is hereby established. It shall comprise representatives of each Party.
2. The functions of the Joint Committee shall be to:
 - (a) review the cooperative activities envisaged under this Agreement;
 - (b) provide a report at least biennially to the Parties on the level, status and effectiveness of cooperative activities undertaken under this Agreement.
3. The Joint Committee shall meet at least every second year, with such meetings being held alternately in the European Community and Canada. Other meetings may be held as mutually determined.
4. Minutes shall be agreed by those persons selected from each side to jointly chair the meeting, and shall, together with the biennial report, be made available to the joint Cooperation Committee established under the 1976 Framework Agreement for commercial and economic cooperation between the European Community and Canada and appropriate Ministers of each Party.

*Article 7***Monitoring and evaluation**

The Cooperation Programme shall be monitored and evaluated as appropriate on a cooperative basis. This shall permit, as necessary, the reorientation of the Cooperation Programme in the light of any needs or opportunities becoming apparent in the course of its operation.

*Article 8***Funding**

1. Cooperative activities shall be subject to the availability of funds and to the applicable laws and regulations, policies and programmes of the European Community and Canada. Financing will be on the basis of an overall matching of funds between the Parties.

2. Each Party shall provide funds for the direct benefit of: for the European Community, citizens of one of the European Community Member States or persons recognised by a Member State as having official status as permanent residents; for Canada, its own citizens and permanent residents as defined in the Immigration Act.

3. Costs incurred by or on behalf of the Joint Committee shall be met by the Party to whom the members are responsible. Costs, other than those of travel and subsistence, which are directly associated with meetings of the Joint Committee, shall be met by the host Party.

*Article 9***Entry of personnel**

Each Party shall take all reasonable steps and use its best efforts to facilitate entry to and exit from its territory of personnel, students, material and equipment of the other Party engaged in or used in cooperative activities under this Agreement in accordance with laws and regulations of each Party.

*Article 10***Other agreements**

1. This Agreement is without prejudice to cooperation which may be taken pursuant to other agreements between the Parties.

2. This Agreement is without prejudice to existing or future bilateral agreements between individual Member States of the European Community and Canada in the fields covered herein.

*Article 11***Territorial application of this Agreement**

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

*Article 12***Final clauses**

1. This Agreement shall enter into force on the first day of the month following the date on which the Parties shall have notified each other in writing that their legal requirements for the entry into force of this Agreement have been fulfilled. The Agreement shall enter into force on the first day of the month following the later notification.

2. This Agreement shall be in force for a period of five years, following which it may be renewed by agreement of the Parties.

3. This Agreement may be amended or extended by agreement of the Parties. Amendments or extensions shall be in writing and shall enter into force on the first day of the month following the date on which the Parties shall have notified each other in writing that their legal requirements for the entry into force of the Agreement providing for the amendment or extension in question have been fulfilled.

4. This Agreement may be terminated at any time by either Party upon twelve months written notice. The expiration or termination of this Agreement shall not affect the validity or duration of any arrangements made under it or the obligations established pursuant to the Annex to this Agreement.

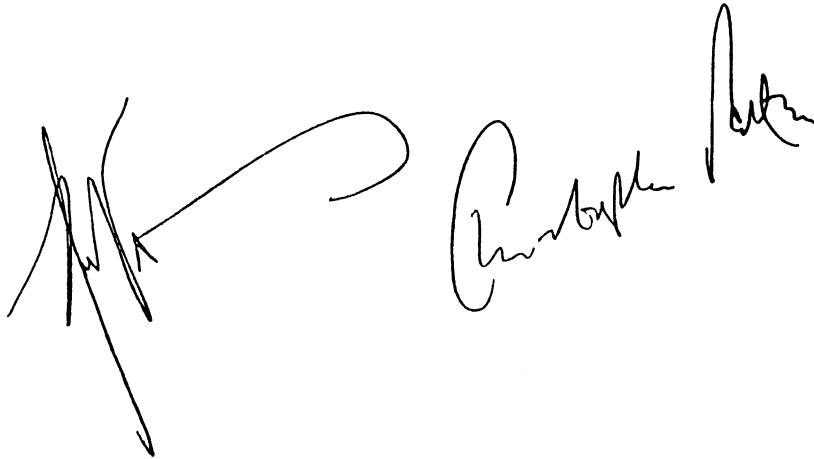
*Article 13***Authentic texts**

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

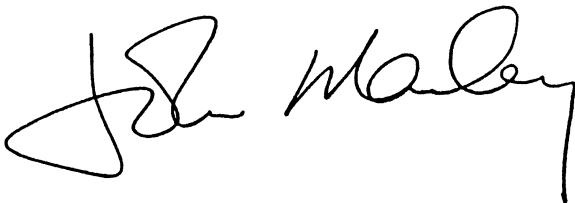
EN FE DE LO CUAL, los abajo firmantes suscriben el presente Acuerdo.
TIL BEKRÆFTELSE HERAF har undertegnede befuldmægtigede underskrevet denne aftale.
ZU URKUND DESSEN haben die Unterzeichneten dieses Abkommen unterschrieben.
ΕΙΣ ΠΙΣΤΩΣΗ ΤΩΝ ΑΝΩΤΕΡΩ, οι υπογράφωντες πληρεξούσιοι έθεσαν την υπογραφή τους κάτω από την παρούσα συμφωνία.
IN WITNESS WHEREOF the undersigned, have signed this Agreement.
EN FOI DE QUOI, les soussignés ont apposé leur signature au bas du présent accord.
IN FEDE DI CHE i sottoscritti hanno firmato il presente accordo.
TEN BLIJKE WAARVAN de ondergetekenden hun handtekening onder deze overeenkomst hebben geplaatst.
EM FÉ DO QUE os abaixo assinados apuseram as suas assinaturas no presente Acordo.
TÄMÄN VAKUUDEKSI jäljempänä mainitut ovat allekirjottaneet tämän sopimuksen.
TILL BEVIS HÄRPÅ har undertecknade befullmäktigade undertecknat detta avtal.

Hecho en Ottawa, el diecinueve de diciembre del año dos mil.
Udfærdiget i Ottawa den nittende december to tusind.
Geschehen zu Ottawa am neunzehnten Dezember zweitausend.
Έγινε στην Οτάβα, στις δέκα εννέα Δεκεμβρίου δύο χιλιάδες.
Done at Ottawa on the nineteenth day of December in the year two thousand.
Fait à Ottawa, le dix-neuf décembre deux mille.
Fatto a Ottawa addì diciannove dicembre duemila.
Gedaan te Ottawa, de negentiende december tweeduizend.
Feito em Otava, em dezanove de Dezembro de dois mil.
Tehty Ottawassa yhdeksäntenätoista päivänä joulukuuta vuonna kaksituhatta.
Som skedde i Ottawa den nittonde december tjugohundra.

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
På Europeiska gemenskapens vägnar



Por el Gobierno de Canadá
For Canadas regering
Für die Regierung Kanadas
Για την Κυβέρνηση του Καναδά
For the Government of Canada
Pour le gouvernement du Canada
Per il governo del Canada
Voor de regering van Canada
Pelo Governo do Canadá
Kanadan hallituksen puolesta
På Kanadas regerings vägnar



ANNEX

ACTIONS

ACTION 1

Joint EC/Canada consortia projects

1. The Parties will provide support to higher education institutions and training institutions which form joint EC/Canada consortia for the purpose of undertaking joint projects in the area of higher education and training. The European Community will provide support for the use of the European Community consortia partners, Canada will provide support for Canadian consortia partners.
2. Each joint consortium must involve at least three active partners on each side from at least three different Member States of the European Community and from at least two different Provinces or Territories of Canada.
3. Each joint consortium should as a rule involve transatlantic mobility of students, with a goal of parity in the flows in each direction, and foresee adequate language and cultural preparation.
4. Financial support may be awarded to joint consortia projects for innovative activities with objectives which can be accomplished within a time-scale of up to a maximum of three years. Preparatory or project development activities may be supported for a period of up to one year.
5. The eligible subject areas for joint EC/Canada consortia cooperation shall be agreed by the Joint Committee as established by Article 6.
6. Activities eligible for support may include:
 - preparatory or project development activities,
 - development of organisational frameworks for student mobility, including work placements, which provide adequate language preparation and full recognition by the partner institutions,
 - structured exchanges of students, teachers, trainers, administrators, human resource managers, vocational training programme planners and managers, trainers and occupational guidance specialists in either higher education institutions or vocational training organisations,
 - joint development of innovative curricula including the development of teaching materials, methods and modules,
 - joint development of new methodologies in higher education and training including the use of information and communication technologies, e-learning, open and distance learning,
 - short intensive programmes of a minimum of three weeks,
 - teaching assignments forming an integral part of the curriculum in a partner institution,
 - other innovative projects, which aim to improve the quality of transatlantic cooperation in higher education and training and meet one or more of the objectives specified in Article 3 of this Agreement.

ACTION 2

Complementary activities

The Parties may support a limited number of complementary activities in accordance with the objectives of the Agreement, including exchanges of experience or other forms of joint action in the fields of education and training.

PROGRAMME ADMINISTRATION

1. Each Party may provide financial support for the activities provided for under this Programme.
2. Administration of the Actions shall be implemented by the competent officials of each Party. These tasks will comprise:
 - deciding the rules and procedures for the presentation of proposals including the preparation of a common set of guidelines for applicants,
 - establishing the timetable for publication of calls for proposals, submission and selection of proposals,
 - providing information on the programme and its implementation,
 - appointing academic advisors and experts, including for independent appraisal of proposals,
 - recommending to the appropriate authorities of each Party which projects to finance,
 - financial management,
 - a cooperative approach to programme monitoring and evaluation.

TECHNICAL SUPPORT MEASURES

Under the Cooperation Programme, funds will be made available for purchasing of services to ensure optimal programme implementation; in particular the Parties may organise seminars, colloquia or other meetings of experts, conduct evaluations, produce publications or disseminate programme-related information.

COMMISSION

COMMISSION DECISION

of 15 November 2000

concerning State aid granted by Belgium to Cockerill Sambre SA

(notified under document number C(2000) 3563)

(Only the French and Dutch texts are authentic)

(Text with EEA relevance)

(2001/198/ECSC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Coal and Steel Community, and in particular Article 4(c) thereof,

Having regard to Commission Decision No 2496/96/ECSC of 18 December 1996 establishing Community rules for State aid to the steel industry ⁽¹⁾,

Having called on interested parties to submit their comments pursuant to the abovementioned Decision ⁽²⁾ and having regard to those comments,

Whereas:

I. PROCEDURAL STEPS

- (1) Further to information published in the Belgian press, the Commission wrote to the Belgian authorities on 23 November 1998 (ref. D/54789) to request details of the aid allegedly granted to the steel company Cockerill Sambre SA as part of a scheme to reduce working time. The Belgian authorities replied by letter dated 11 December 1998 stating that they had indeed taken the measures in question but that, in their view, they did not constitute State aid.
- (2) By letter of 25 January 2000, the Commission informed Belgium of its decision to initiate the procedure in Article 6(5) of Decision No 2496/96/ECSC (hereinafter the 'steel aid code') in respect of the measures in question.
- (3) The Commission Decision to initiate the procedure was published in the *Official Journal of the European Communities* ⁽³⁾. The Commission invited interested parties to comment on the measures in question.

- (4) The comments which the Commission received were forwarded to Belgium on 23 May 2000 to give the latter an opportunity to respond, which it did by letter of 8 June 2000.

II. DETAILED DESCRIPTION OF THE AID

- (5) The aid granted by Belgium to Cockerill Sambre SA totals BEF 553,3 million (EUR 13,7 million) and consists of two parts:
 1. A reduction in employers' social security contributions, decided by the Federal Government, amounting to BEF 418 million (EUR 10,36 million) over a seven-year period from 1999 to 2005.
 2. A grant of BEF 135,3 million (EUR 3,35 million) from the Walloon Government over the same seven-year period.
- (6) The aid was granted in connection with a reduction in the working week of the company's established employees from 37 to 34 hours. It applies to 1 852 employees and covers the period 1999 to 2005.
- (7) The federal aid was granted pursuant to the Royal Decree of 24 December 1993, which provides for certain reductions in social security payments with a view to job redistribution ⁽⁴⁾. The Decree was supplemented by the Royal Decree of 24 February 1997, which provides for more favourable conditions for firms in difficulty or undergoing restructuring. The special facilities allowed are related in particular to the number of jobs to be created and the period in which the reduction can be granted, which for present purposes is the period in which the firm is recognised as being in difficulty or undergoing restructuring, with a maximum

⁽¹⁾ OJ L 338, 28.12.1996, p. 42.

⁽²⁾ OJ C 88, 25.3.2000, p. 8.

⁽³⁾ See footnote 2.

⁽⁴⁾ The Decree was approved by the Commission, as aid compatible with the EC Treaty, by letter of 30 June 1994 (ref. D/9395).

extension of seven years. On 28 July 1997 the Federal Government accorded Cockerill Sambre SA the status of a firm undergoing restructuring, and on 19 May 1998 it granted it a reduction in social security contributions provided for in the Royal Decree of 24 December 1993 under the more favourable conditions in the Decree of 24 February 1997.

(8) The Walloon Government granted aid on 18 December 1998 to supplement the federal aid. The Walloon Government aid was paid to the employees through a non-profit making association set up for that purpose.

(9) The aid was granted to maintain the level of remuneration of the established employees of the firm for seven years, despite the reduction in working time; the firm was to pay only the same hourly rate as before. During the 1997 to 1998 wage negotiations, the established employees had demanded and obtained a reduction in the working week from 37 to 34 hours, as follows:

1. working week reduced from 37 to 34 hours for an indefinite period;
2. total working hours for all established employees together to be maintained at the level envisaged in the firm's business plan, 'Horizon 2000'; this resulted in the creation of 150 new jobs, bringing the total workforce to 1 852;
3. wages to be maintained at 1998 levels, until re-absorbed through wage indexing on the basis of 34 hours (by the end of 2005).

(10) The company itself pays only the part of the wage corresponding to what would be payable on the basis of 34 hours, indexed yearly. The difference between the amount paid by the company and the wage received by the employees is financed by resources from different sources:

1. the employees themselves, who contribute the wage increase to which they were entitled in 1997 and 1998, but which they waived (BEF 29,2 million = EUR 0,7 million);
2. the Federal Government, which contributes the aid granted in respect of the 150 new jobs resulting from the reorganisation of working time (BEF 418 million = EURO 10,4 million);
3. the Walloon Regional Government, which contributes aid to supplement the federal aid (BEF 135,3 million = EUR 3,4 million).

III. COMMENTS FROM INTERESTED PARTIES

(11) As part of the procedure, the Commission received comments from the UK Steel Association and the United Kingdom Permanent Representation to the European Union.

(12) The comments from both parties reflect the same doubts as those raised by the Commission in its decision to initiate the procedure. Both parties consider that the measures in question constitute aid to Cockerill Sambre that is incompatible with the steel aid code.

IV. COMMENTS FROM BELGIUM

(13) In its comments, Belgium reiterates the position it had already expressed before the procedure was opened, namely that the measures do not constitute State aid.

(14) Belgium claims that the measures do not confer any financial advantage on the company either directly or indirectly, and that therefore they do not constitute State aid. Belgium argues that there is no financial advantage for the following reasons:

1. The concept of the working time reduction plan was put forward by the employees, and Cockerill Sambre agreed only on condition that the operation did not impose any extra burdens on the firm. Accordingly, the State aid, it is claimed, does not finance commitments given by Cockerill to its established employees. The 1998 collective agreement, which approved the plan, states that the agreement is dependent on obtaining public funds, the amount being decided jointly. In the event of failure to obtain the funds, the parties are to examine the situation and the possibility of implementing the agreement.
2. It is also claimed that lower social security contributions do not entail any financial benefits for Cockerill Sambre. This is due to the fact that the money saved in federal contributions has been paid over in full to the workforce, and has merely transited through the firm without reducing its burdens by comparison with the past. The regional funds do not even go through the firm.
3. The total number of hours worked by the established employees before the reduction in working time continues to be paid for, at the same statutory and contractual rate, by Cockerill Sambre. The hourly wage cost incurred by the firm is exactly the same after the reduction as before, because, as stated above, Cockerill authorised the new working time only on condition that it did not incur any extra costs.

4. Cockerill has to bear extra disadvantages and burdens, such as additional training costs, loss of availability, higher fixed unit costs, extra administrative costs, organisational difficulties, etc. The extra costs are relatively high, it is argued, and are borne by Cockerill.
5. Cockerill commissioned reports from two auditing firms, which find that the calculation method used by Cockerill is reasonable and that the financial and accounting data relating to reduced working time in 1999 can be endorsed. Belgium concludes that all the financial flows concerned, including the assistance from the State, are of sole benefit to the workforce, and that Cockerill does not benefit from any public funds at all.
- (15) Belgium considers that the fact that the aid was granted to workers in their capacity as employees of a particular firm is not enough to disqualify it from being regarded as aid to persons. The Belgian authorities state that they base their position on a Commission Decision on Belgian financial aid to SA Duferco Clabecq ⁽⁵⁾, in which the Commission took the view that the additional unemployment benefit paid to former employees of Forges de Clabecq until the age of 65 constituted aid to persons rather than aid to the firm.
- (16) Belgium also claims that the Belgian State aid constitutes social assistance for the established employees of Cockerill Sambre. The Commission, it claims, has in the past approved similar measures, in particular aid which the French authorities granted to the fishing industry in view of the concrete circumstances and their immediate needs, with no economic impact that might affect free competition.
- (18) Article 6 of the steel aid code requires Member States to notify the Commission of all transfers of State resources to steel undertakings. They must also notify any plans to grant aid to the steel industry under schemes which the Commission has approved in accordance with the EC Treaty. The Commission determines whether the measures constitute aid under Article 1(2) of the code and, if so, whether they are compatible with the common market.
- (19) The Commission guidelines on aid to employment ⁽⁶⁾ set out the criteria the Commission applies to determine whether State measures to assist employment constitute State aid. The guidelines apply to the present case; if the measures do constitute State aid, however, it has still to be determined whether they are compatible with the common market under the ECSC Treaty and the steel aid code. The latter makes no provision for employment aid or operating aid related to wage costs.

Analysis of the arguments put forward by the Belgian authorities

- (20) As the Belgian authorities have stated, State aid must indeed give the recipient an edge over its competitors. However, contrary to the claim made by Belgium, Cockerill Sambre has in fact enjoyed financial and economic benefits from the aid received. The benefits must be determined by comparing the present situation with the position of the firm if it had not received (or could not expect to receive) such aid, and not with its position in the past, for the following reasons.

V. ASSESSMENT

Legal basis for the assessment

- (17) Cockerill Sambre SA is an integrated steel company located in the Walloon Region of Belgium. Until early 1999 it was a publicly owned company, in which the Walloon Region held a majority stake. It was privatised in that year, and has since been owned by the French steel group Usinor. As it is an integrated steel company it is covered by the ECSC Treaty, and therefore the aid granted to it must be examined in relation to the steel aid code.

1. The fact that the initiative came from the workforce and was accepted by the firm only on condition that it did not have to pay the resulting additional costs does not in any way affect the classification of the public intervention as State aid. The charges resulting from collective agreements have to be borne by the firm, irrespective of which party initiated the process. If the State acts to bear the expense, either as a direct party to the negotiations or afterwards, the firm has benefited from State aid. The fact that Cockerill Sambre insisted from the start of the negotiations that the financial burdens of the agreement be financed by the public authorities, and included that position in the collective agreement, does not mean that it was no longer liable for the wage costs of its workforce. Its behaviour shows that, on the contrary, it is very much aware of the importance of the advantage acquired.

⁽⁵⁾ OJ C 20, 22.1.1998, p. 3.

⁽⁶⁾ OJ C 334, 12.12.1995, p. 4.

2. Similarly, the fact that the public funds were only channelled through the firm, or did not pass through it at all, and that their final destination was the workforce, does not alter the fact that they constitute State aid. The point is that public resources are financing part of the wages of a group of Cockerill Sambre employees. The important factor in defining these resources as State aid is not the way the funds are organised and managed, but the nature of the expenditure they finance.
3. Belgium also argues that the firm's hourly wage cost remains exactly the same. In fact, it is the hourly cost borne by the firm that stays the same, the additional costs resulting from the reduction in working time being financed by the public authorities. Unit wage costs borne by businesses would never change if the State were to pay for the extra costs resulting from new wage agreements that included financial advantages for workers. The advantage for Cockerill resides precisely in the fact that it has not assumed financial liability for the increase in wage costs agreed with its established employees.
4. The fact that Cockerill did not refuse to pay the indirect additional costs relating to the reduction in working time is not relevant either, since, as stated above, its refusal to pay other costs does not help to determine whether the public resources it received constitute State aid, even though they may have been tied to such a refusal. Work-related costs are part of any firm's essential costs, and cannot be passed on to the public authorities.
5. As stated above, a firm's management and organisation of public funds is not relevant to the decision whether such funds constitute State aid. Thus the fact that the auditors concluded that the financial flows relating to the public funds in question were normal is not relevant in determining whether the State measures constitute State aid.
- (21) According to the Belgian authorities, the fact that the aid was paid to the workers in question only because they were employed by Cockerill Sambre does not mean that the aid is to be regarded as aid to the firm rather than aid to persons. Belgium considers that the Commission took this view in its decision on the former employees of Forges de Clabecq. But the aid granted by the State to the former workers of Forges de Clabecq could be regarded as aid to persons because Forges de Clabecq had gone bankrupt. At the time the aid was granted the workers were no longer employed by Forges de Clabecq.
- (22) In addition, Belgium states that it regards the State aid in question as social assistance for that group of workers. It claims that the Commission took a decision along these lines in a similar case of aid granted by France in the fisheries sector. As it has not provided details of the case, the Commission has been unable to find the decision in question and cannot comment on it. It would point out, however, that the fisheries sector is covered by the EC Treaty and qualifies for certain forms of aid under conditions that are not permitted under the ECSC Treaty, which covers Cockerill Sambre.
- ### Assessment of the compatibility of the aid
- (23) As stated above, the Commission cannot accept the arguments put forward by Belgium. It must conclude, on the basis of the guidelines on aid to employment, that the aid in question constitutes aid to the firm and not aid to persons, and that it finances the costs of the work provided by Cockerill Sambre employees. Such costs form an essential part of the operating costs of all businesses and, if their financing receives support from the State, any such support certainly constitutes State aid to the firm.
- (24) The Commission also notes, as already stated in the decision initiating the procedure, and repeated above, that the State aid was granted under a law which was approved by the Commission as compatible with the EC Treaty in a decision which required Belgium to grant federal aid only in accordance with specific sectoral rules. This part of the aid was therefore granted in breach of the Commission decision approving the federal aid scheme. The regional aid was granted as a one-off measure. That aid does not therefore constitute a general measure, but aid which benefited a specific firm.
- ### VI. CONCLUSION
- (25) The Commission concludes that Belgium granted the aid to Cockerill Sambre SA unlawfully, in breach of Article 6(1) and (2) of the steel aid code.
- (26) The measure in question constitutes State aid within the meaning of Article 1 of the steel aid code. It does not fit the description of any of the aid measures in Articles 2 to 5 of the code, and is therefore incompatible with the ECSC Treaty and the proper functioning of the common market,

HAS ADOPTED THIS DECISION:

Article 1

The State aid totalling BEF 553,3 million (EUR 13,7 million) granted by Belgium to the steel company Cockerill Sambre SA constitutes State aid under Article 1 of the steel aid code and is incompatible with the common market.

Article 2

1. Belgium shall take all the necessary steps to recover from Cockerill Sambre SA the aid referred to in Article 1 which has already been unlawfully paid, and to suspend payment of the balance.

2. Recovery shall be effected without delay in accordance with the procedures of national law, provided that they allow the immediate and effective execution of this Decision. The aid to be recovered shall bear interest from the date on which it was paid to the recipient until the date of its recovery. The interest shall be based on the reference rate used to calculate

the grant equivalent of regional aid, in force at the time the aid was granted.

Article 3

Belgium shall inform the Commission within two months of the date of notification of this Decision of the measures it has taken to comply herewith.

Article 4

This Decision is addressed to the Kingdom of Belgium.

Done at Brussels, 15 November 2000.

For the Commission

Mario MONTI

Member of the Commission

COMMISSION DECISION

of 9 March 2001

authorising the Member States to provide for derogations from certain provisions of Council Directive 2000/29/EC in respect of potatoes, other than potatoes intended for planting, originating in New Zealand

(notified under document number C(2001) 685)

(2001/199/EC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Directive 2000/29/EC of 8 May 2000 on protective measures against the introduction into the Community of organisms harmful to plants or plant products and against their spread within the Community ⁽¹⁾, and in particular Article 15(1) thereof,

Having regard to the request made by the United Kingdom,

Whereas:

- (1) Under the provisions of Directive 2000/29/EC, potatoes, other than potatoes intended for planting, originating in New Zealand may in principle not be introduced into the Community because of the risk of introducing potato diseases unknown in the Community.
- (2) By Decisions 98/81/EC ⁽²⁾, 1999/209/EC ⁽³⁾ and 2000/193/EC ⁽⁴⁾ the Commission authorised Member States to provide for derogations in respect of potatoes, other than potatoes intended for planting, originating in New Zealand, under specified conditions in the 1998, 1999 and 2000 seasons respectively.
- (3) There were no confirmed findings of diseases and pests on samples drawn from potatoes imported pursuant to Decisions 1999/209/EC and 2000/193/EC and due to technical reasons there were no imports made under Decision 98/81/EC.
- (4) In relation to the requirements laid down in point 25.2 of Annex IV, part A, section I to Directive 2000/29/EC and on the basis of information provided by New Zealand, and international scientific technical literature, New Zealand is known to be free from *Clavibacter michiganensis* (Smith) Davis et al. ssp. *sepedonicus* (Spieckermann & Kotthoff) Davis et al.
- (5) The circumstances justifying the authorisation still obtain.

- (6) The measures provided for in this Decision are in accordance with the opinion of the Standing Committee on Plant Health,

HAS ADOPTED THIS DECISION:

Article 1

1. By derogation from Article 4(1) of Directive 2000/29/EC, with regard to the prohibitions referred to in part A, point 12 of Annex III, Member States may between 1 March to 31 August 2001, permit the introduction into their territory of potatoes, other than potatoes intended for planting, originating in New Zealand, under conditions laid down in paragraphs 2 and 3.
2. Potatoes, other than potatoes intended for planting, introduced pursuant to paragraph 1, shall satisfy the following conditions, in addition to the requirements laid down in Annexes I and II to Directive 2000/29/EC:
 - (a) they shall have been grown in New Zealand directly from seed potatoes certified in the New Zealand seed potato certification scheme or from seed potatoes certified in one of the Member States or in a country from which the entry into the Community of potatoes intended for planting is permitted pursuant to Directive 2000/29/EC which were imported into New Zealand directly from the Community, or, in the case of seed potatoes originating in a third country, directly from that country;
 - (b) except in the case of early potatoes, they shall have been treated for the suppression of their faculty of germination;
 - (c) they shall have been grown in areas known to be free from *Synchytrium endobioticum* (Schilbersky) Percival, and no symptoms of *Synchytrium endobioticum* (Schilbersky) Percival shall have been observed either at the place of production or in its immediate vicinity since the beginning of an adequate period;
 - (d) — they shall have been grown in areas where *Ralstonia solanacearum* (Smith) Yabuuchi et al. is known not to occur, and

⁽¹⁾ OJ L 169, 10.7.2000, p. 1.

⁽²⁾ OJ L 14, 20.1.1998, p. 29.

⁽³⁾ OJ L 72, 18.3.1999, p. 37.

⁽⁴⁾ OJ L 60, 7.3.2000, p. 26.

- they shall have been found free in growing season inspections and tuber inspections from all growth stages of *Graphognathus leucoloma* (Boheman), and, in addition, in tuber inspections found free from all signs of *Graphognathus leucoloma* (Boheman), and
 - they shall have been found free, in growing season inspections and tests on soil or crop samples, as appropriate, from the following harmful organisms: *Globodera pallida* (Stone) Behrens, *Globodera rostochiensis* (Wollenweber) Behrens, *Ralstonia solanacearum* (Smith) Yabuuchi et al. and *Synchytrium endobioticum* (Schilbersky) Percival. The results of these inspections and tests shall be made available to the Commission, upon its request;
- (e) they shall have been handled by machinery which is reserved for them or which has been disinfected in an appropriate manner after each use for other purposes;
- (f) they shall be packed either in new bags or in containers which have been disinfected in an appropriate manner; an official label shall be applied to each bag or container bearing the information specified in the Annex;
- (g) prior to export the potatoes shall have been cleaned free from soil, leaves and other plant debris;
- (h) the potatoes intended for the Community shall be accompanied by a phytosanitary certificate issued in New Zealand in accordance with Articles 7 and 13 of Directive 2000/29/EC, on the basis of the examination laid down therein, in particular certifying freedom from the harmful organisms mentioned in points (c) and (d). The certificate shall state, under 'Additional declaration', 'This consignment meets the conditions laid down in Decision 2001/199/EC'.
3. (a) The potatoes shall be introduced through points of entry situated within the territory of a Member State and designated for the purpose of this derogation by that Member State; these points of entry and the name and address of the responsible official body referred to in Directive 2000/29/EC in charge of each point shall be notified sufficiently in advance by the member States to the Commission and shall be held available on request to other Member States. In those cases where the introduction into the Community takes place in a Member State other than the Member State making use of this derogation, the said responsible official bodies of the Member State of introduction shall inform and cooperate with the said responsible official bodies of the Member States making use of this derogation to ensure that the provisions of this Decision are complied with;
- (b) prior to introduction into the Community, the importer shall be officially informed of the conditions laid down in 2(a), (b), (c), (d), (e), (f), (g) and (h) and 3(a), (b), (c), (d) and (e); the said importer shall notify details of each introduction sufficiently in advance to the responsible official bodies in the Member State of introduction and that Member State, without delay, shall convey the details of the notification to the Commission, indicating:
- the type of material,
 - the quantity,
 - the declared date of introduction and confirmation of the point of entry,
 - the premises referred to in point (d).
- The importer shall inform the official bodies concerned of any changes to the above advance notification as soon as they are known and in any case prior to time of import.
- The Member State concerned shall inform the Commission of the above details, and details of any changes to them without delay;
- (c) the inspections including testing, as appropriate, required pursuant to Article 13 of Directive 2000/29/EC and in accordance with provisions laid down in the present Decision shall be made by the responsible official bodies, referred to in the said Directive; of these inspections, the plant health checks shall be carried out by the Member State making use of this derogation.
- Furthermore during the said plant health check that Member State(s) shall also inspect and where appropriate test for all other harmful organisms. Without prejudice to the monitoring referred to in Article 21(3) second indent, first possibility of the said Directive, the Commission shall determine to which extent the inspections referred to in Article 21(3) second indent, second possibility of the said Directive shall be integrated into the inspection programme in accordance with Article 21(5) third paragraph of that Directive;
- (d) the potatoes shall be packed or repacked only at premises which have been authorised and registered by the said responsible official bodies;
- (e) the potatoes shall be packed or repacked in closed packages that are ready for direct delivery to retailers or to final consumers, and that do not exceed a weight common in the Member State of introduction for that purpose, up to a maximum of 25 kilograms; the packaging shall bear the number of the registered premises referred to in point (d), as well as the New Zealand origin;
- (f) Member States making use of this derogation shall, where appropriate, in cooperation with the Member State of introduction ensure that at least two samples of 200 tubers shall be drawn from each consignment of 50 tonnes or part thereof, of imported potatoes pursuant to this Decision, for official examination in respect of *Ralstonia solanacearum* (Smith) Yabuuchi et al. and *Clavibacter michiganensis* (Smith) Davis et al. ssp. *sepedonicus* (Spieckermann and Kotthoff) Davis et al., in accordance with the Community established methods for the detection and diagnosis of *Ralstonia solanacearum* (Smith) Yabuuchi et al. and *Clavibacter Michiganensis* (Smith)

Davis et al. spp. *sepedonicus* (Spieckermann and Kotthoff) Davis et al.; in the case of suspicion the lots shall remain separate under official control and may not be marketed or used until it has been established that the presence of *Clavibacter michiganensis* (Smith) Davis et al. spp. *sepedonicus* (Spieckermann and Kotthoff) Davis et al. or *Ralstonia solanacearum* (Smith) Yabuuchi et al. was not confirmed in those examinations.

Article 2

Member States shall inform the other Member States and the Commission by means of the notification referred to in Article 1(3)(b) of any use made of the authorisation. They shall provide the Commission and the other Member States, before 1 November 2001, with the information on amounts imported pursuant to this Decision and with a detailed technical report of the official examination referred to in Article 1(3)(f); copies

of each phytosanitary certificate shall be transmitted to the Commission.

Article 3

The present Decision shall be revoked if it is established that the conditions laid down in Article 1(2) and 1(3) are not sufficient to prevent the introduction of harmful organisms or have not been complied with.

Article 4

This Decision is addressed to the Member States.

Done at Brussels, 9 March 2001.

For the Commission

David BYRNE

Member of the Commission

ANNEX

Information required on the label

(referred to in Article 1(2)(f))

1. Name of the authority issuing the label.
 2. Name of the exporter's organisation, if available.
 3. Statement 'New Zealand potatoes, not intended for planting'.
 4. Variety.
 5. Place of production.
 6. Size.
 7. Declared net weight.
 8. Indication 'In accordance with EC conditions laid down in Decision 2001/199/EC'.
 9. A mark printed or stamped on behalf of the New Zealand plant protection administration.
 10. A mark to distinguish the lot such as a code, a mark, or any other easily readable external feature.
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