

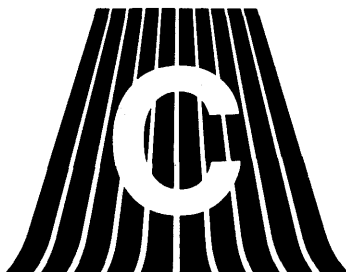
SECOND ACP-EEC CONVENTION OF LOMÉ

(signed on 31 October 1979)

**TEXTS RELATING TO
AGRICULTURAL AND
RURAL COOPERATION**

Volume I

(1.1.1983 – 31.12.1983)



**ACP-EEC Council of Ministers
Brussels**

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(¹) In accordance with Article 88(4) of the Second ACP-EEC Convention signed in Lomé on 31 October 1979, the Committee of Ambassadors is the supervising authority for the Technical Centre for Agricultural and Rural Co-operation and lays down in particular its detailed rules of operation and the procedure for the adoption of its budget.

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RESOLUTION No 1/83
OF THE ACP-EEC COUNCIL OF MINISTERS
of 1. II. 1983

concerning integrated rural development

THE ACP-EEC COMMITTEE OF AMBASSADORS,

Having regard to the Second ACP-EEC Convention, signed at Lomé on 31 October 1979, and in particular Title VI on agricultural co-operation,

Having regard to the Resolution of the ACP-EEC Council of Ministers of 9 May 1980 on financial and technical co-operation,

Having regard to Decision No 8/81 of the ACP-EEC Council of Ministers of 10 April 1981 delegating powers to the ACP-EEC Committee of Ambassadors for the purpose of adopting the Resolution of the ACP-EEC Council of Ministers concerning agricultural development,

After examining the report drawn up after the meeting of ACP-EEC experts on the ex-post evaluation of integrated rural development projects carried out with the aid of the EDF in certain ACP States,

1. TAKES NOTE of the sectoral "basic principles" which emerge from the ACP-EEC experts' deliberations on the ex-post evaluation of integrated rural development projects carried out with the aid of the first three EDFs;
2. REQUESTS the Commission to proceed jointly with the ACP States to an evaluation of projects financed by the EDF concerning the entire rural sector for the various regions of the ACP Group;
3. INVITES the ACP-EEC partners in financial and technical co-operation to ensure that the relevant provisions of Title VI of the Second ACP-EEC Convention, particularly those of Articles 83 and 84, are duly applied;
4. RECOMMENDS that the relevant departments of the ACP-EEC partners take account, firstly, of these "basic principles" and, secondly, of the particular and specific conditions obtaining in the region where projects for integrated rural development are envisaged;
5. TAKES UPON ITSELF the task of reporting to the ACP-EEC Council of Ministers and of making recommendations on the evaluation of rural development projects before the end of 1984.

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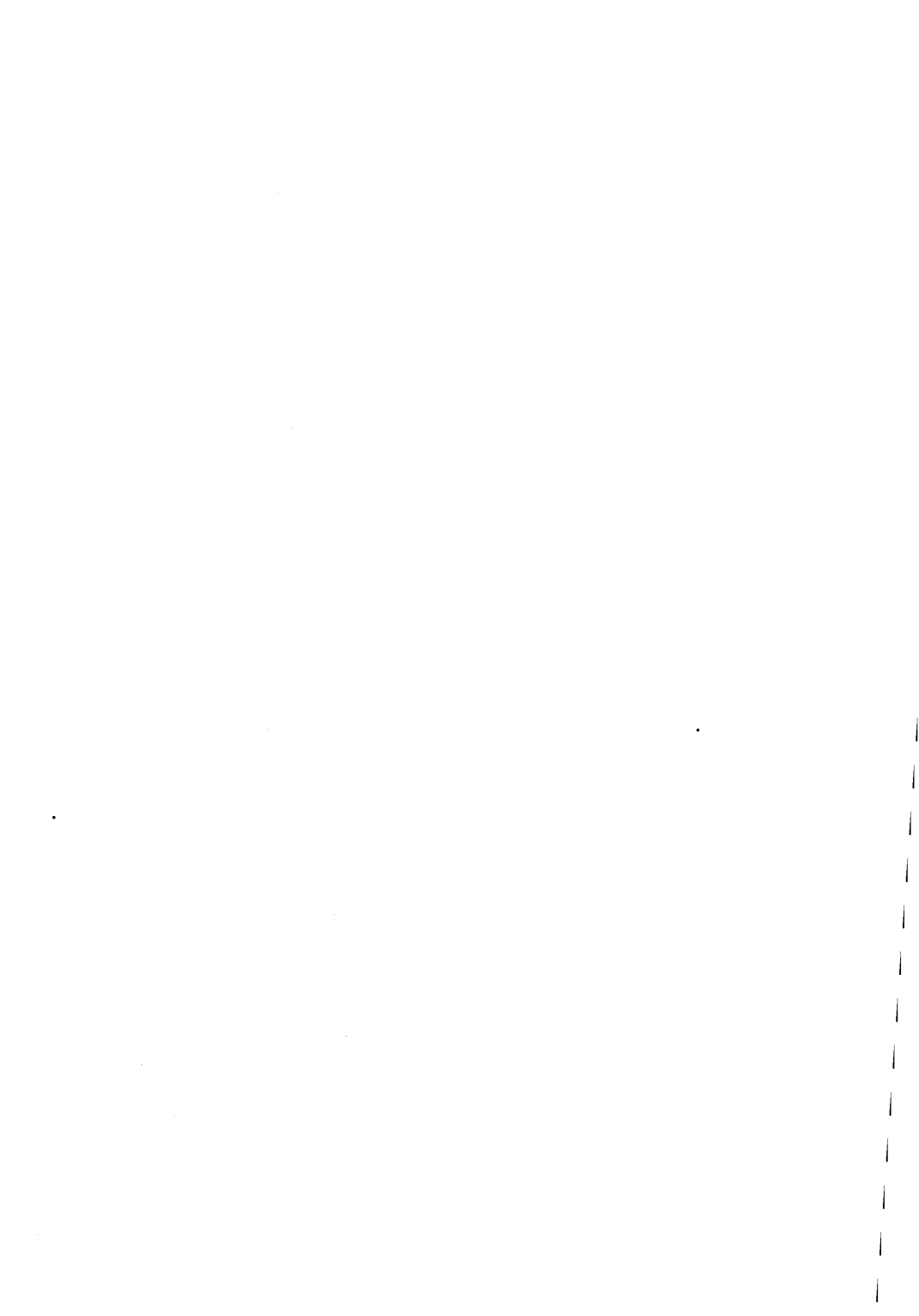
1. II. 1983

For AVS-EØF Ministerrådets vegne
Für den AKP-EWG-Ministerrat
Γιά το Συμπόσιο των Υπουργών ΑΚΕ-ΕΟΚ
For the ACP-EEC Council of Ministers
Pour le Conseil des Ministres ACP-CEE
Per il Consiglio dei Ministri ACP-CEE
Voor de ACS-EEG-Raad van Ministers

På AVS-EØF-Ambassaderudvalgets vegne
Im Namen des AKP-EWG-Botschafterausschusses
Γιά την Έμπροστί των Πρέσβων ΑΚΕ-ΕΟΚ
For the ACP-EEC Committee of Ambassadors
Par le Comité des Ambassadeurs ACP-CEE
Per il Comitato degli Ambasciatori ACP-CEE
Voor het ACS-EEG-Comité van Ambassadeurs

Formanden
Der Präsident
Ο Πρόεδρος
The President
Le président
Il Presidente
De Voorzitter

G. POENSGEN



DECISION No 1/83
OF THE ACP-EEC COMMITTEE OF AMBASSADORS
of 8 June 1983

on the rules of operation of the Technical Centre for
Agricultural and Rural Co-operation

THE ACP-EEC COMMITTEE OF AMBASSADORS,

Having regard to the Second ACP-EEC Convention, signed at Lomé
on 31 October 1979 (hereinafter referred to as "the Convention"),
and in particular Article 88(4)(d) thereof,

Whereas it is for the ACP-EEC Committee of Ambassadors to lay down the rules of operation of the Technical Centre for Agricultural and Rural Co-operation,

HAS DECIDED AS FOLLOWS:

Article 1

1. The Technical Centre for Agricultural and Rural Co-operation set up by Article 88 of the Convention (hereinafter referred to as "the Centre") shall enjoy in each of the States which are Parties to the Convention the most extensive legal capacity accorded to legal persons.
2. The Centre shall be non-profit-making.
3. The Centre currently has its seat in Wageningen (Netherlands) with a branch office in Brussels.

Article 2

1. The functions of the Centre, as set out in Article 88 of the Convention, shall be as follows:
 - (a) to ensure, in particular when requested by the ACP States, the dissemination of scientific and technical information relating to particular questions of agricultural development raised by those States;
 - (b) to direct to the bodies qualified to deal with them the ACP States' requests in respect of specific techniques or their adaptation in the field of agriculture;

- (c) to help make scientific publications on agricultural matters available to the ACP States' agronomic research institutions and provide them with access to data banks;
- (d) to facilitate the flow of information on the programming of agronomic research in accordance with priority development requirements;
- (e) to bring about meetings between research workers, planners and development personnel so as to improve the exchange of experience gained on matters relating to specific ecological zones and particular topics;
- (f) to foster the exchange of information and the results of field work between the bodies specializing in the various aspects of tropical agriculture and the rural community;
- (g) to help facilitate the adaptation of available information to the needs of extension work and development;
- (h) to facilitate access by the ACP States' training and extension personnel to the information they need to carry out their tasks;
- (i) to direct requests for specific training to the relevant existing bodies;
- (j) in general, to help facilitate access by the ACP States to the results of work by national, regional and international bodies, particularly those located in the Community and in the ACP States, technically qualified in agricultural and rural development matters and to maintain contact with those bodies.

2. In order to determine appropriate solutions to the problems encountered by the ACP States, in particular for the purpose of improving their access to information, technical innovations and research in the field of rural development, the Centre shall arrange meetings of delegates from the ACP States' and Member States' organizations specializing in applied agronomic research relating in particular to tropical agriculture and/or questions of agricultural and rural development, such organizations having been approved by the ACP-EEC Committee of Ambassadors or the Subcommittee for Co-operation on Agricultural and Rural Development, hereinafter referred to as the
• "Subcommittee".
3. In implementation of this Decision special priority shall be accorded to the specific problems and difficulties of certain ACP States in their agricultural and rural development.

Article 3

1. The activities of the Centre shall be guided, supervised and controlled by the ACP-EEC Committee of Ambassadors and by the Subcommittee in accordance with Article 88(4)(a) of the Convention and paragraph (e) of the Joint Declaration on Title VI of the Convention.
2. The activities of the Centre shall be conducted in close co-operation with the institutions and bodies referred to in the Convention or in the declarations annexed thereto, in accordance with Article 88(1) of the Convention and calling on the assistance, as appropriate, of regional and international institutions, particularly those located in the Community and in the ACP States dealing with agricultural and rural development matters.

Article 4

1. The Centre shall be headed by a Director appointed by the ACP-EEC Committee of Ambassadors.

The Co-Chairmen of the ACP-EEC Committee of Ambassadors shall be authorized by the Committee to sign the Director's contract. This contract shall be drawn up and administered in accordance with the conditions of employment of the staff of the Centre. The ACP-EEC Committee of Ambassadors shall have the power to take any decision which may prove necessary with regard to the Director of the Centre, after receiving the opinion of the Subcommittee.

2. The Director shall be the legal representative of the Centre.
3. The Director shall submit to the Subcommittee for approval the annual work programme of the Centre, drawn up in accordance with the tasks set out in Article 2.
4. The Director shall keep the Subcommittee regularly informed of the activities of the Centre.
5. The Director shall each year draw up a general report on the activities of the Centre and shall submit it to the Subcommittee and the ACP-EEC Committee of Ambassadors.
6. The Director shall be responsible for the organization and management of the Centre.

Article 5

On a proposal from the Subcommittee, the ACP-EEC Committee of Ambassadors shall adopt the conditions of employment of the staff of the Centre.

Article 6

The budget provisions applicable to the Centre, and in particular those concerning the procedure for adopting the budget, shall be laid down in the Decision of the ACP-EEC Committee of Ambassadors adopting the Financial Regulation of the Centre.

Article 7

Protocol No 3 on Privileges and Immunities annexed to the Convention shall apply to the Centre.

Article 8

Article 188 of the Convention shall apply to the Centre.

Article 9

The ACP States, the Member States and the Community shall, each to the extent it is concerned, take the measures necessary to implement this Decision.

Article 10

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

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På AVS-EØF-Ambassadørudvalgets vegne
Im Namen des AKP-EWG-Botschafterausschusses
Γιά τήν Έμπροσθή τών Πρέσβεων ΑΚΕ-ΕΟΚ
For the ACP-EEC Committee of Ambassadors
Par le Comité des Ambassadeurs ACP-CEE
Per il Comitato degli Ambasciatori ACP-CEE
Voor het ACS-EEG-Comité van Ambassadeurs

Formand
Der Präsident
Ο Πρόεδρος
The President
Le président
Il Presidente
De Voorzitter

(s.) Ghebray BERHANE

DECISION No 2/83
OF THE ACP-EEC COMMITTEE OF AMBASSADORS
of 8 June 1983

adopting the Financial Regulation of the
Technical Centre for Agricultural and Rural Co-operation .

THE ACP-EEC COMMITTEE OF AMBASSADORS,

Having regard to the Second ACP-EEC Convention, signed at Lomé
on 31 October 1979 (hereinafter referred to as "the Convention"),
and in particular Article 88(4)(d) thereof,

Whereas it is for the ACP-EEC Committee of Ambassadors to determine the procedure for adopting the budget and other budget provisions of the Technical Centre for Agricultural and Rural Co-operation (hereinafter referred to as "the Centre"),

HAS DECIDED AS FOLLOWS:

I. GENERAL PRINCIPLES

Article 1

1. All items of revenue and expenditure of the Centre shall be included in estimates to be drawn up for each financial year and shall be shown in the budget.
2. The revenue and expenditure shown in the budget shall be in balance.

Article 2

The budget shall be drawn up in ECU as defined by the Council of the European Communities.

Article 3

Revenue shall include the contribution by the European Development Fund, and income from other sources available to the Centre.

Article 4

1. The estimates of expenditure shall include recurrent capital and intervention expenditure.
2. The financial year shall run from 1 January to 31 December of each year.

Expenditure entered in the budget shall be authorized for a period of one financial year. However, the Director of the Centre (hereinafter referred to as "the Director") shall be authorized to carry forward appropriations which have been committed and not yet paid as at 31 December to the following financial year only.

Exceptionally, such appropriation may be carried forward for another financial year with the permission of the ACP-EEC Committee of Ambassadors.

Appropriations which are carried over to the following financial year shall be entered separately in the accounts for the current financial year.

3. If, at the beginning of a financial year, the budget has not yet been adopted, the Director may incur expenditure on a monthly basis, provided that such expenditure does not exceed one-twelfth of the appropriations entered under this title in the budget for the previous financial year and that this arrangement does not have the effect of placing at his disposal appropriations in excess of one-twelfth of those provided for in the draft Budget.

II. PREPARATION OF THE BUDGET

Article 5

1. On the basis of the annual work programme of the Centre; the Director shall draw up a preliminary draft annual budget for the Centre which he shall submit to the Subcommittee for Co-operation on Agricultural and Rural Development (hereinafter referred to as "the Subcommittee") not later than 1 July of the year prior to that of its implementation.
2. The budget shall include a schedule for the paying in of revenue.

The dates for the payment of the contribution to be made by the European Development Fund shall be fixed by agreement with the Commission of the European Communities (hereinafter referred to as "the Commission").

3. The budget shall be subdivided into titles, chapters, articles and items according to the nature or purpose of the revenue or expenditure.

Article 6

The draft budget, drawn up as far as possible within the framework of multiannual estimates, shall be finalized by the Subcommittee. It shall be forwarded to the Commission, which shall initiate the Community procedures in force as regards the contribution requested from the European Development Fund. The budget shall be finally adopted by the ACP-EEC Committee of Ambassadors in the light of the decision taken on the contribution from the Fund.

Article 7

Where necessary the Director may submit a draft supplementary or amending budget, which shall be submitted, examined, established and finally adopted in the same form and according to the same procedure as the budget of which it amends the estimates.

III. IMPLEMENTATION OF THE BUDGET

Article 8

1. The Director shall ensure that the budget is implemented on his own responsibility and within the limit of the appropriations allocated. He shall report to the Subcommittee on the administration of the budget.

2. The Director must apply the budget appropriations in accordance with the principles of economy and sound financial management.

Article 9

No revenue or expenditure may be effected unless charged to the appropriate article of the budget.

No expenditure may be committed in excess of the appropriations authorized for the financial year concerned or of the authorizations granted in respect of subsequent financial years.

No expenditure shall be authorized in excess of the limit of the appropriations allocated. Revenue shall be entered separately and shall not be set off against any expenditure.

Article 10

Transfers from one chapter to another shall be decided on by the Subcommittee.

Transfers from one article to another within a chapter shall be decided on by the Director, who shall inform the Subcommittee accordingly.

Article 11

The revenue of the Centre shall be paid into one or more accounts opened in the name of the Centre.

IV. ADMINISTRATION OF THE BUDGET

Article 12

1. The budget of the Centre shall be administered in accordance with the principle that authorizing officers and accounting officers fulfil separate functions. The appropriations shall be administered by the authorizing officer, who alone shall have the power to enter into commitments regarding expenditure, establish sums due to be collected and issue revenue and payment orders.
2. Collection and payment operations shall be carried out by the accounting officer.
3. The authorizing officer may not exercise the functions of accounting officer.

Article 13

1. All measures which may give rise to expenditure payable by the Centre must be preceded by a commitment on the part of the authorizing officer.
2. Current expenditure may be covered by a provisional commitment.
3. An account shall be kept of commitments and authorizations.

Article 14

1. The purpose of clearance of expenditure by the authorizing officer shall be:
 - (a) to verify the existence of the rights of the creditor;
 - (b) to determine or verify the existence and the amount of the debt;
 - (c) to verify the conditions under which payment becomes due.
2. Clearance of any expenditure shall be subject to the submission of supporting documents showing the creditor's claim and, where appropriate, the service rendered.

Article 15

1. Authorization shall be the act whereby the authorizing officer, by the issue of a payment order, authorizes the accounting officer to pay an item of expenditure which he has cleared.
2. The payment order shall be accompanied by the original supporting documents, which shall bear or be accompanied by the approval of the authorizing officer confirming that the amounts to be paid are correct and that the supplies have been received or that the service has been performed.
3. Copies of the supporting documents, certified as true copies by the authorizing officer, may, in some cases, be accepted in place of the originals.

Article 16

1. Payment shall be the final act whereby the Centre is discharged of its obligations towards its creditors.
2. Payment shall be made by the accounting officer within the limits of the funds available.

In the event of an error of substance or of the validity of the discharge being contested or of failure to comply with the procedures prescribed by this Financial Regulation, the accounting officer must suspend payment.

3. Payments shall as a general rule be effected through a bank or post office giro account.

4. Cheques and post office or bank transfer orders shall bear two signatures, one of which must be that of the accounting officer.

5. A receipt shall be obtained in respect of cash payments.

6. The conversion rates to be used for the calculation in ECU of payments to be made or of revenue to be collected shall be those in force on the first working day of the month of the effective date of such operations. This date shall correspond to that on which the account/accounts of the Centre was/were debited or credited.

Article 17

1. The Director shall be the authorizing officer for the appropriations entered in the budget of the Centre.

2. The Director may delegate his powers to an agent under his authority. Each decision to delegate powers shall state the duration and extent of the mandate.

Article 18

Revenue collection and payments effecting expenditure shall be effected by the accounting officer, who shall alone be empowered to manage funds and assets. He shall be responsible for their care.

Article 19

1. The recovery of any sum due to the Centre shall give rise to the issue, by the authorizing officer, of a revenue order.
2. The accounting officer shall assume responsibility for revenue orders forwarded to him by the authorizing officer.
3. A receipt shall be issued in respect of all cash payments made to the accounting officer.

V. AUDITORS

Article 20

The Subcommittee shall appoint on a joint basis two auditors who shall carry out their duties jointly.

The task of the auditors shall be to audit the books and the cash of the Centre, to verify that the inventories and balance sheets have been drawn up in a regular manner and in good faith and to ensure that the information given regarding the accounts of the Centre is correct.

The purpose of the audit, which shall be based on records and, if necessary, performed on the spot, shall be to establish that all revenue has been received and all expenditure incurred in a lawful and regular manner and that the financial management has been sound.

After the close of each financial year, the auditors shall draw up a report to the Subcommittee on the execution of their task.

On the basis of this report and the balance sheet for the financial year, the Subcommittee shall give the Director a discharge in respect of the implementation of the budget.

VI. GENERAL PROVISIONS

Article 21

Contracts relating to purchases of supplies, equipment and movable property, the provision of services, or works shall be concluded following an invitation to tender.

However, they may be concluded by direct agreement:

- (a) where the amount of the contract does not exceed 2 500 ECU;
- (b) where, because of the extremely urgent nature of the supplies, services or works concerned there is no time to use the tendering procedure, provided that prior approval has been obtained from the Chairman of the Subcommittee;
- (c) exceptionally, where the nature or specialized character of the operation necessitates recourse to specific equipment or to a specific expert, and provided the Chairman of the Subcommittee has given prior approval.

Article 22

1. A permanent quantitative inventory shall be kept of all movable and immovable property belonging to the Centre.

Only movable property whose value is 10 ECU or more shall be entered in the inventory.

The inventory number shall be entered on each invoice before the latter is paid.

2. The sale of movable property and equipment of a unit purchase value in excess of 500 ECU shall be suitably advertised.

3. A record signed by both the Director of the Centre and the person responsible for the equipment shall be drawn up whenever any property or article in the inventory is disposed of, scrapped or is missing on account of loss, theft, or any other reason.

Article 23

1. The accounts shall be kept in ECU, by the double entry method, on a calendar year basis. They shall show all revenue and expenditure between 1 January and 31 December of each year and shall include the supporting documents.

2. Entries shall be made on the basis of an accounting system comprising a nomenclature of budgetary items which makes a clear distinction between the accounts enabling the balance sheet to be drawn up and those enabling the revenue and expenditure account to be drawn up. These entries shall be recorded in books or on cards enabling a general monthly balance to be drawn up.

3. Each quarter a statement shall be drawn up and sent to the Subcommittee showing the situation relating to the current budget and the expenditure effected.

4. The balance sheet and the revenue and expenditure account shall be submitted to the Subcommittee in ECU not later than 31 March of the following year.

Article 24

The ACP States, the Member States and the Community shall be bound, each to the extent to which it is concerned, to take the measures necessary to implement this Decision.

Article 25

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

Udfærdiget i Bruxelles, den
Geschehen zu Brüssel am
Έγινε στις Βρυξέλλες, στις
Done at Brussels,
Fait à Bruxelles, le
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Im Namen des AKP-EWG-Botschafterausschusses
Γιό την Έμπροσθί των Πρόσθων ΑΚΕ-ΕΟΚ
For the ACP-EEC Committee of Ambassadors
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Formand
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De Voorzitter

(s.) Ghebray BERHANE

DECISION No 3/83
OF THE COMMITTEE OF AMBASSADORS
of 8 June 1983

laying down the conditions of employment of the staff of the
Technical Centre for Agricultural and Rural Co-operation

THE ACP-EEC COMMITTEE OF AMBASSADORS,

Having regard to the Second ACP-EEC Convention, signed at Lomé
on 31 October 1979 (hereinafter referred to as "the Convention"),
and in particular Article 88 thereof,

Having regard to Decision No 1/83 of the ACP-EEC Committee of
Ambassadors of 8 June 1983, laying down the rules of operation
of the Technical Centre for Agricultural and Rural Co-operation
(hereinafter referred to as "the Centre"), and in particular
Article 5 thereof,

Whereas the conditions of employment of the staff of the Centre should be laid down;

Whereas these conditions of employment should also apply to the Director of the Centre, who is appointed by the Committee of Ambassadors, (hereinafter referred to as "the Committee") pursuant to Article 4(1) of Decision No 1/83 of the Committee;

Whereas steps should be taken to ensure the proper functioning of the Centre and to determine the conditions under which Protocol No 3 to the Convention, on privileges and immunities, can be applied to certain staff of the Centre;

Whereas, as provided for in the said Protocol No 3, the staff of the Centre shall enjoy the customary privileges, immunities and facilities in the territory of the Member States and of the ACP States, in particular whilst carrying out their duties; whereas these privileges, immunities and facilities must be treated as comparable to those of similar institutions operating under like conditions,

HAS DECIDED AS FOLLOWS:

TITLE I
GENERAL PROVISIONS

Article 1

1. This Decision lays down the conditions of employment applicable to:

- the Director of the Centre;
- the staff of the Centre;
- the local staff of the Centre.

2. For the purposes of this Decision, persons engaged either to perform advisory duties which require university education or equivalent professional experience or to perform executive duties which require higher or full secondary level education or equivalent professional experience shall be regarded as staff.

3. Staff engaged according to local practice to perform manual or service duties not specified in Article 3 of this decision shall be regarded as local staff.

TITLE II
STAFF
CHAPTER I
PROVISIONS CONCERNING RECRUITMENT

Article 2

1. Staff shall be appointed by the Director for a specified period which may not exceed the duration of the Convention.

2. The Director shall furnish the Subcommittee for Co-operation on Agricultural and Rural Development (hereinafter referred to as "the Subcommittee") with advance information on all important matters relating to the recruitment of staff.

Such matters include vacancies, mode of advertisement, applications received and the method and basis of selection of the candidates.

3. The Director shall inform the Subcommittee of the decisions which he has taken regarding the recruitment of staff.

Article 3

1. Staff shall be divided into categories corresponding to the duties to be performed.

2. The relationship between the categories, basic posts and remuneration will be laid down in a subsequent Decision of the Committee.

Article 4

Decisions appointing staff shall specify the duties to be performed by them and the remuneration to which they are entitled.

CHAPTER 2

Rights and obligations

Article 5

Staff shall carry out their duties and conduct themselves solely with the interests of the Centre in mind; they shall neither seek nor take instructions from any Government, authority, organization or person outside the Centre.

They shall not without the permission of the Director accept from any Government or from any other source outside the Centre any honour, decoration, favour, gift or payment of any kind whatever, except for services rendered either before engagement or during leave for military or other national service and in respect of such service.

Article 6

Staff shall abstain from any action, and in particular any public expression of opinion, which may reflect adversely on their position.

They may not engage in an outside activity, whether gainful or not, that is incompatible with the efficient performance of their duties or likely to be detrimental to the interests of the Centre.

Article 7

If the spouse of a staff member is in gainful employment, the staff member shall inform the Director thereof.

Should the nature of the employment prove to be incompatible with that of the staff member and if the latter is unable to give an undertaking that it will cease within a specific period, the Director shall, after obtaining the opinion of the Chairman of the Subcommittee and of the spokesman for the delegation providing the next Chairman, decide whether the staff member is to continue in his post.

Article 8

Any staff member who in the performance of his duties is called upon to decide on a matter in the handling or outcome of which he has a personal interest such as to impair his independence shall inform the Director thereof, and the latter, if necessary, shall transmit this information to the Subcommittee.

Article 9

After leaving the service, staff shall be expected to behave with integrity and discretion as regards the acceptance of certain appointments or benefits.

Article 10

Staff shall exercise the greatest discretion with regard to all facts and information coming to their knowledge in the course of or in connection with the performance of their duties; they shall not in any manner whatsoever disclose to any unauthorized natural or legal person any document or information not already made public. They shall continue to be bound by this obligation after leaving the service.

Staff shall not, whether alone or together with others, publish or cause to be published, without the permission of the Director, any matter dealing with the work of the Centre. Permission shall be refused only where the proposed publication is liable to prejudice the interests of the Centre.

All rights deriving from work done by staff in the performance of their duties shall be the property of the Centre.

Article 11

Staff shall reside either in the place where they are employed or at no greater distance therefrom than is compatible with the proper performance of their duties.

Article 12

Whatever his rank, a staff member shall assist and tender advice to his superiors; he shall be responsible for the performance of the duties assigned to him.

A staff member in charge of any branch of the service shall be responsible to his superiors in respect of the authority conferred on him and for the carrying out of instructions given by him. The responsibility of his subordinates shall in no way release him from his own responsibilities.

A staff member who receives instructions which he considers to be irregular or likely to give rise to serious difficulties shall inform his immediate superior of his opinion, if necessary in writing. If he then receives written confirmation of the instructions from his superior, he shall carry them out unless they constitute a breach of law.

Article 13

A staff member may be required to make good, in whole or in part, any damage suffered by the Centre as a result of serious misconduct on his part in the course of or in connection with the performance of his duties. Any decision taken by the Director in this regard shall be supported by reasons.

Article 14

The Centre shall compensate any staff member for damage suffered as a result of threats, insulting or defamatory acts or utterances, or any attack against person or property to which he or a member of his family is subject by reason of his position or duties, insofar as he did not either intentionally or through grave negligence cause the damage and has been unable to obtain compensation from the person who caused it.

Article 15

Staff shall be entitled to exercise the right of association, which they are recognized to possess by the Centre. They may be members of trade unions and professional organizations.

CHAPTER 3
Conditions of engagement
Article 16

1. Recruitment of staff shall be directed to securing for the Centre the services of persons of the highest standard of ability, efficiency and integrity.

Staff shall be selected without references to race, creed or sex.

2. A staff member may be appointed only on condition that:

- (a) he is a national of one of the States signatory to the Convention save where an exception is authorized by the Subcommittee;
- (b) he enjoys his full rights as a citizen in his country of origin;
- (c) he has fulfilled any obligations imposed on him by the laws concerning military service;
- (d) he produces the guarantees required for the performance of similar duties in his country of origin. Verification of these guarantees will be by the procedure proper to each country of origin.

3. Before being engaged, a staff member shall be medically examined by a medical practitioner appointed by the Centre.

Article 17

A staff member shall be required to serve a probationary period, the length of which shall depend on his category, but which may not in any case exceed six months.

During or at the end of the probationary period, the employment of a staff member who has not proved satisfactory may be terminated by the Director. In the former case, the staff member shall be paid, in lieu of notice, one month's salary or one third of his basic salary for each complete month worked on probation, whichever is the greater.

CHAPTER 4

Working conditions

Article 18

Staff shall at all times be at the disposal of the Centre. However, the length of the working week shall be fixed by the Director, who shall inform the Subcommittee thereof.

Article 19

Staff may not be required to work overtime except in cases of urgency or exceptional pressure of work; night work and all work on Sundays or public holidays may be authorized only in accordance with the procedure laid down by the Director.

Article 20

Staff shall be entitled to annual leave of not less than twenty-four working days nor more than thirty working days per calendar year, in accordance with rules to be laid down by the Director. This annual leave may wholly or partially be carried over to the following year, depending on the requirements of the service..

Apart from this annual leave, a staff member may exceptionally at his request be granted by the Director special leave of very short duration with full pay, for example, in the event of exceptional domestic circumstances.

Article 21

All female members of staff shall, in addition to the leave provided for in Article 20, be entitled, on production of a medical certificate to leave with full pay starting six weeks before the expected date of confinement shown in the certificate and ending eight weeks after the date of confinement; such leave shall not be for less than fourteen weeks.

Article 22

A staff member who provides evidence of incapacity to perform his duties because of sickness or accident shall automatically be entitled to paid sick leave within the limits set by detailed rules to be established by the Director.

Article 23

Except in case of sickness or accident, a staff member may not be absent without prior permission from his immediate superior, Without prejudice to any disciplinary measures that may apply, any unauthorized absence which is duly established shall be deducted from the annual leave of the staff member concerned. If he has used up his annual leave, he shall forfeit his remuneration for an equivalent period.

Article 24

In exceptional circumstances the Director may grant a staff member, at the latter's request, unpaid leave on compelling personal grounds. The Director shall determine the length of such leave, which shall not exceed one quarter of the length of time already worked by the staff member concerned or three months, whichever is the shorter.

The length of the period of leave referred to in the preceding paragraph shall not count for the purposes of applying the second paragraph of Article 27.

Article 25

The list of public holidays shall be drawn up by the Director.

Article 26

A staff member who is recalled to serve in the armed forces shall be placed on leave with full remuneration, for a period equal to the length of time worked by him, up to a maximum of three months. At the end of this period he shall, for the remainder of his service in the armed forces and up to a maximum of half the length of time worked by him, receive compensation equal to one third of his basic salary. At the end of this further period he shall be placed on unpaid leave.

However, the payments provided for in the preceding paragraph shall be reduced by the amount of service pay received by the staff member concerned during the relevant period.

CHAPTER 5

Remuneration and reimbursement of expenses

Article 27

A staff member shall be entitled to the remuneration carried by his category.

Staff members who have two years' seniority in the Centre shall receive an increase of 6% of their initial salaries during the period covered by the Convention.

The Subcommittee may decide, on a proposal from the Director, to adjust the remuneration laid down in Article 3 in order to take account of trends in the cost of living and in purchasing power.

Article 28

A staff member shall be entitled to reimbursement of expenses incurred by him on taking up appointment or leaving the service.

A staff member shall also be entitled to reimbursement of expenses incurred by him in the course of or in connection with the performance of his duties.

The conditions governing reimbursement shall be determined by the Director. The latter will bring these conditions to the notice of the Subcommittee.

Article 29

If a staff member dies during his term of employment, the Centre shall make to his dependants a total payment equivalent to three months' full remuneration at the rate at which the staff member was being paid at the time of his death.

In the event of the death of a staff member, the spouse and dependent children shall be entitled to payment or reimbursement of their travel expenses and the cost of transport for their own and the deceased's personal effects and baggage.

In the event of the death of a staff member, of his spouse or of one of his dependent children, the Centre shall bear the costs involved in transporting the body to the staff member's place of origin.

Without prejudice to any other Article, the Centre shall also bear the cost of return travel for a member of the family of the deceased to accompany the body to the deceased's country of origin.

CHAPTER 6

Recovery of overpayment

Article 30

Any sum overpaid shall be recovered. The Director shall lay down the arrangements for such recovery.

CHAPTER 7

Termination of employment

Article 31

Apart from cessation on death or dismissal at the end of the probationary period, employment shall cease:

- (a) on the date stated in the instrument of appointment;
- (b) at the end of the period of notice specified in the instrument of appointment which must contain a clause giving the staff member or the Centre the option to terminate earlier. Such period of notice shall be not more than three months;
- (c) not later than the date of expiry of the Convention.

If the Director, acting in the name of the Centre, terminates the employment, the staff member shall be entitled to compensation equal to one third of his basic salary for the period between the date when his employment ends and the date when his engagement was due to terminate. Such compensation may not, however, be equal to more than six months' basic salary.

Article 32

1. Employment may be terminated without notice on disciplinary grounds in serious cases of failure of staff to comply with their obligations, whether intentionally or through negligence on their part. The decision taken in this matter, on the advice of the Chairman of the Subcommittee and the spokesman of the delegation providing the next Chairman, must set out the grounds on which it is based, after the person concerned has had an opportunity to submit his defence. The Director must inform the Subcommittee of this decision.

2. In the case referred to in paragraph 1 the Director may decide to withhold from the person concerned all or part of the compensation provided for in Article 31.

TITLE III

THE DIRECTOR

Article 33

1. The provisions laying down rights and obligations for staff shall apply mutatis mutandis to the Director.

2. Where, in the context of the conditions of employment laid down in the Decision, it is provided that the Director shall take decisions with respect to the staff and local staff, the Subcommittee shall take such decisions with respect to the Director.

Similarly, where it is provided that the staff and local staff shall give information to the Director, the Director shall give such information to the Subcommittee.

TITLE IV

Arrangements as regards taxation, social security and jurisdiction

Article 34

The Director and the staff of the Centre and, to the extent necessary, members of their families, shall, as regards social security schemes, be subject to the law of the State in whose territory the Centre has its headquarters, unless they opt for the application of the law of the State to whose law they were last subject or the law of the State of which they are nationals or for the application of any other scheme defined in the context of the Headquarters Agreement. However, this right of option may be exercised once only and must be exercised within the six months following the date of appointment; it shall take effect on the date of entry into service.

Article 35

1. The Director and the staff of the Centre shall be liable to a tax for the benefit of the Centre on salaries, wages and emoluments paid by the Centre.

The conditions and procedures for applying this tax will be laid down in a subsequent Decision of the Committee.

2. Tax shall be collected by the Centre by means of deduction at source. The proceeds of the tax shall be entered as revenue in the budget of the Centre.

3. The persons referred to in paragraph 1 shall be exempt from national tax on salaries, wages and emoluments paid by the Centre.

Article 36

1. In the event of a dispute between the Director or the staff of the Centre on the one hand and the Centre on the other, the dispute shall be brought to the attention of the Subcommittee, which, with a view to seeking a solution, shall examine it in accordance with the arrangements and procedures which it shall lay down.

The Subcommittee may appoint a mediator.

2. If the Subcommittee or the mediator, as the case may be, is unable to reach a solution acceptable to the parties to the dispute within two months of its notification or, as the case may be, of the appointment of the mediator, either party may initiate arbitration proceedings. To this end one party shall inform the other of the nomination of an arbitrator. The other party shall then be required to nominate a second arbitrator within one month. The two arbitrators shall choose a third arbitrator.

3. The decisions taken by the arbitration body shall be binding on the parties and, to the extent necessary, shall be rendered enforceable for the relevant authorities of the Member States of the Community or the ACP States and for the institutions and bodies set up under the Convention.

4. The disputes referred to in paragraph 1 may not be subject to any other method of settlement.

TITLE V

LOCAL STAFF

Article 37

With the exception of Articles 3, 16, 20, 21, 22, 23, 24, 26 and 31, Title II shall apply mutatis mutandis to local staff.

Article 38

The conditions of employment of local staff and in particular:

- (a) the manner of their engagement and termination of their contract;
- (b) their leave, and
- (c) their grading and remuneration,

shall be determined by the Director in accordance with current rules and practice in the place where they are to perform their duties.

Article 39

The Centre shall cover the employer's share of the social security contributions required under current regulations in the place where the local staff are to perform their duties.

TITLE VI

FINAL PROVISIONS

Article 40

Any member of the staff or the local staff may submit to the Director a request that he take a decision relating to him. The Director must notify the person concerned of his decision supported by reasons, within one month following the date on which the request was made.

Article 41

The ACP States, the Member States and the Community shall, each to the extent to which it is concerned, take the measures necessary to implement this Decision.

Article 42

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

Udfærdiget i Bruxelles, den
Geschehen zu Brüssel am
Έγινε στις Βρυξέλλες, στις
Done at Brussels,
Fait à Bruxelles, le
Fatto a Bruxelles, addì
Gedaan te Brussel,

8. VI. 1983

På AVS-EØF-Ambassadørudvalgets vegne
Im Namen des AKP-EWG-Botschafterausschusses
Για την Έπιτροπή των Πρόσθεων ΑΚΕ-ΕΟΚ
For the ACP-EEC Committee of Ambassadors
Par le Comité des Ambassadeurs ACP-CEE
Per il Comitato degli Ambasciatori ACP-CEE
Voor het ACS-EEG-Comité van Ambassadeurs

Formand
Der Präsident
Ο Πρόεδρος
The President
Le président
Il Presidente
De Voorzitter

(s.) Ghebray BERHANE

DECISION No 4/83 OF THE ACP-EEC COMMITTEE OF AMBASSADORS
of 8 June 1983

on the appointment of the Director of the Technical Centre
for Agricultural and Rural Co-operation.

THE ACP-EEC COMMITTEE OF AMBASSADORS,

Having regard to the second ACP-EEC Convention signed at
Lomé on 31 October 1979, hereinafter referred to as the
"Convention", and in particular Article 88(4)(b) thereof,

Having regard to Decision No 1/83 of the ACP-EEC Committee
of Ambassadors on the rules of operation of the Technical
Centre for Agricultural and Rural Co-operation, hereinafter
referred to as "the Centre" and in particular Articles 4 and 8
thereof,

Whereas the ACP-EEC Committee of Ambassadors should appoint the Director of the Centre;

Whereas the ACP States have submitted to that end the nomination of Mr Daniel ASSOUMOU MBA, and whereas the ACP-EEC Council of Ministers, at its eighth meeting, taking into account the agreed arrangements in connection with the Centre, recorded its agreement to the said nomination;

Whereas the Decision on the rules of operation of the Centre fixes the conditions subject to which the contract of the Director is drawn up, signed and administered,

HAS DECIDED AS FOLLOWS:

Article 1

Mr Daniel ASSOUMOU MBA, of Cameroon nationality, is hereby appointed the Director of the Technical Centre for Agricultural and Rural Co-operation, until the expiry of the Convention.

Article 2

The contract of the Director shall be drawn up, signed and administered in accordance with the conditions set out in Article 4 of Decision No 1/83 of the ACP-EEC Committee of Ambassadors on the rules of operation of the Centre.

Article 3

The ACP States, the Member States and the Community shall be bound, each to the extent to which it is concerned, to take the measures necessary to implement this Decision.

Article 4

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

Udfærdiget i Bruxelles, den
Geschehen zu Brüssel am
Έγινε στις Βρυξέλλες, στις
Done at Brussels,
Fait à Bruxelles, le
Fatto a Bruxelles, addi
Gedaan te Brussel,

8. VI. 1983

På AVS-EØF-Ambassørudvalgets vegne
Im Namen des AKP-EWG-Botschafterausschusses
Γιά τήν Έπιτροπή των Πρόσθεων ΑΚΕ-ΕΟΚ
For the ACP-EEC Committee of Ambassadors
Par le Comité des Ambassadeurs ACP-CEE
Per il Comitato degli Ambasciatori ACP-CEE
Voor het ACS-EEG-Comité van Ambassadeurs

Formand
Der Präsident
Ο Πρόεδρος
The President
Le président
Il Presidente
De Voorzitter

(s.) Ghebray BERHANE

DECISION No 5/83
OF THE ACP-EEC COMMITTEE OF AMBASSADORS
of 16 December 1983

supplementing the Decision
laying down the conditions of employment of the staff
of the Technical Centre for Agricultural and Rural Co-operation
(remuneration and tax arrangements)

THE ACP-EEC COMMITTEE OF AMBASSADORS,

Having regard to the second ACP-EEC Convention, signed at Lomé
on 31 October 1979, and in particular Article 88 thereof,

Having regard to Decision No 1/83 of the ACP-EEC Committee of
Ambassadors of 8 June 1983 laying down the rules of operation
of the Technical Centre for Agricultural and Rural Co-operation
(hereinafter referred to as "the Centre"), and in particular
Article 5 thereof,

Whereas Article 3(2) of Decision No 3/83 of the ACP-EEC Committee of Ambassadors of 8 June 1983 laying down the conditions of employment of the staff of the Centre provides that the relationship between the categories, basic posts and remuneration of the staff will be laid down in a subsequent Decision of the Committee;

Whereas Article 35(1) of Decision No 3/83 provides that the conditions and procedures for applying tax will also be laid down in a subsequent Decision of the Committee;

Whereas, as regards the remuneration of the Director and the Adviser-Assistant to the Director of the Centre, the arrangements established between the Community and the ACP States should be applied and, as regards the remuneration of the other staff and the tax arrangements applicable to the staff of the Centre the provisions adopted in regard to the ACP-EEC Centre for Industrial Development should be reproduced as far as possible,

HAS DECIDED AS FOLLOWS:

Article 1

1. The relationship between the categories, basic posts and remuneration, referred to in Article 3(2) of Decision No 3/83 of the ACP-EEC Committee of Ambassadors, is laid down, as at 1 January 1983, in the following table:

	Category	Basic post	Monthly remuneration BF (Gross)		
			(a)	(b)	(c)
I Directorate		Director Assistant Adviser to the Director	274 710 242 450		
II Adminis- trative staff	3 A 3 B 4 A 4 B	Technical adviser Technical adviser Officer assigned special duties Officer assigned special duties	198 090 174 704 151 318 126 103	209 783 185 709 162 323 138 938	221 475 198 090 174 704 151 318
III Adminis- trative assistants	5 A 5 B	Assistant Executive Secretary	92 855 51 071	103 860 57 123	115 552 63 555

2. Staff shall be graded according to qualifications and professional experience.

3. Remuneration shall be paid in the currency of the State in which the recipients are required to perform their main duties, after deduction of the tax calculated in accordance with Article 4 and applying the official exchange rate between the currency of that State and the Belgian franc obtaining on the first working day of July.

Article 2

The Subcommittee may decide, acting on a proposal from the Director, to adjust the remuneration laid down in Article 1 to take account of changes in the cost-of-living index, in purchasing power in the country of employment and in exchange rates.

Article 3

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

It shall apply as from 8 June 1983.

Article 4

The conditions and procedures for applying the tax for the benefit of the Centre, as referred to in Article 35 of Decision No 3/83 of the ACP-EEC Committee of Ambassadors, are laid down in the Annex.

Article 5

The ACP States, the Member States and the Community shall be bound, each to the extent to which it is concerned, to take the measures necessary to implement this Decision.

Done at Brussels, 16 December 1983

For the ACP-EEC Committee of Ambassadors
The Chairman

N. DIMADIS

Conditions and procedure for applying the tax
for the benefit of the Technical Centre
for Agricultural and Rural Co-operation

1. The Director, the Assistant Adviser to the Director and the staff of the Centre, excluding local staff, shall be liable to the tax for the benefit of the Centre.

The tax shall be payable each month on salaries and emoluments of any kind paid by the Centre to each person liable.

However, monies and allowances, whether lump sums or not, which represent compensation for expenses incurred in the performance of official duties, shall be excluded from the basic taxable amount.

2. Family allowances and social benefits shall be deducted from the basic taxable amount.

3. An abatement of 10% for occupational and personal expenses shall be made from the amount obtained by applying paragraphs 1 and 2.

• An additional abatement equivalent to twice the amount of the allowance for a dependent child paid to the person liable shall be made for each child or person dependent on the person liable.

Sums paid by persons liable on account of the social legislation to which they are subject shall be deducted from the basic taxable amount.

4. The tax shall be calculated on the taxable amount obtained by applying paragraph 3, disregarding any amount not exceeding 803 Bfrs and by applying the rate of:

8	%	to amounts between	803	and	14 178	Bfrs
10	%	to amounts between	14 179	and	19 528	Bfrs
12,50%		to amounts between	19 529	and	22 380	Bfrs
15	%	to amounts between	22 381	and	25 413	Bfrs
17,50%		to amounts between	25 414	and	28 265	Bfrs
20	%	to amounts between	28 266	and	31 030	Bfrs
22,50%		to amounts between	31 031	and	33 883	Bfrs
25	%	to amounts between	33 884	and	36 648	Bfrs
27,50%		to amounts between	36 649	and	39 500	Bfrs
30	%	to amounts between	39 501	and	42 265	Bfrs
32,50%		to amounts between	42 266	and	45 118	Bfrs
35	%	to amounts between	45 119	and	47 883	Bfrs
40	%	to amounts between	47 884	and	50 735	Bfrs
45	%	to amounts over	50 735	Bfrs		

A weighting of 2 137,488 shall be applied to the above amounts.

The amount of tax shall be rounded down to the lower unit.

5. By way of derogation from paragraphs 3 and 4, sums paid as compensation for overtime shall be taxed at the rate which, in the month preceding that of payment, was applied to the highest portion of the taxable amount of the employee's remuneration.

Payments made on account of termination of service shall be taxed, after applying the abatements laid down in the first two subparagraphs of paragraph 3, at a rate equal to two thirds of the ratio existing at the time of the last salary payment, between:

- the amount of tax payable and
- the basic taxable amount as defined in paragraphs 1, 2 and 3.

6. When the taxable payment covers a period of less than one month, the rate of the tax due shall be that which is applicable to the corresponding monthly payment.

When the taxable payment covers a period of more than one month, the tax shall be calculated as if this payment had been spread evenly over the months to which it relates.

Corrective payments not related to the month during which they are paid shall be subject to the tax to which they would have been subject had they been made at the proper time.

7. The Committee shall adopt any necessary provisions concerning the application of the arrangements laid down in this Annex.

The Director of the Centre shall ensure that these arrangements are applied.

Where necessary he shall refer by analogy to the relevant arrangements applicable to officials of the European Communities and in particular to Council Regulation (EEC, Euratom, ECSC) No 260/68 of 29 February 1968 laying down the conditions and procedure for applying the tax for the benefit of the European Communities, as last amended by Regulation (Euratom, ECSC, EEC) No 913/78.

European Communities – Council

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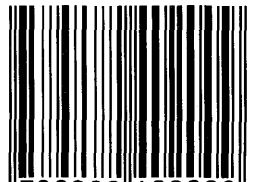
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