

# COMMISSION OF THE EUROPEAN COMMUNITIES

COM(94) 385 final  
Brussels, 16.09.1994  
94/202(CNS)

Proposal for a  
COUNCIL DECISION

on the conclusion of the Agreement in the form of an exchange of letters  
on the provisional application of the Protocol establishing, for the period  
from 1 July 1994 to 30 June 1997, the fishing opportunities and  
financial compensation provided for in the Agreement  
between the European Community and the  
Government of the Republic of Ivory Coast

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Proposal for a  
COUNCIL REGULATION (EC)

94/202(CNS)

on the conclusion of the Protocol establishing the fishing  
rights and financial compensation provided for in the  
Agreement between the European Community and the  
Government of the Republic of Ivory Coast on  
fishing off Ivory Coast for the period from  
1 July 1994 to 30 June 1997

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(presented by the Commission)

EXPLANATORY MEMORANDUM

The protocol annexed to the fisheries agreement between EC and the Ivory Coast expired on 10.1.1994. A new protocol was initialled by the two parties on 29.6.1994, setting technical and financial terms governing fishing by EC vessels in the Ivory Coast waters for the period 1.7.1994 to 30.6.1997.

The Commission proposes on this basis that the Council adopt

- by a Decision, the proposal for an agreement in the form of an exchange of letters on provisional application of the new protocol pending its entry into force
  
- by a Regulation, the protocol setting fishing rights and the technical and financial terms thereof agreed between the EC and the Ivory Coast from the period 1.7.1994 to 30.6.1997.

PROPOSAL FOR A  
COUNCIL DECISION

on the conclusion of the Agreement in the form of an exchange of letters on the provisional application of the Protocol establishing, for the period from 1 July 1994 to 30 June 1997, the fishing opportunities and financial compensation provided for in the Agreement between the European Community and the Government of the Republic of Ivory Coast

THE COUNCIL OF THE EUROPEAN UNION

Having regard to the Treaty establishing the European Community,

Having regard to the Agreement between the European Community and the Government of the Republic of Ivory Coast (1),

Having regard to the proposal from the Commission,

Whereas the Community and the Republic of Ivory Coast held negotiations to determine the amendments or additions to be made to the abovementioned Agreement on the expiry of the application period of the Protocol to the Agreement;

Whereas, as a result of those negotiations, a new Protocol was initialled on 29 June 1994;

Whereas the Protocol provides Community fishermen with fishing opportunities in waters over which the Republic of Ivory Coast has sovereignty from 1 July 1994 to 30 June 1997;

Whereas, in order to assure a quick resumption of the fishing activities of Community vessels, the new Protocol should be applied as soon as possible; whereas for this reason the two Parties have initialled an Agreement in the form of an exchange of letters providing for the provisional application of the initialled Protocol from 1 July 1994;

whereas that Agreement should be approved, pending a

final decision to be taken on the basis of Article 43 of the Treaty.

HAS DECIDED AS FOLLOWS:

*Article 1*

The Agreement in the form of an exchange of letters on the provisional application of the Protocol establishing, for the period from 1 July 1994 to 30 June 1997, the fishing opportunities and financial compensation provided for in the Agreement between the European Community and the Government of the Republic of Ivory Coast on fishing off Ivory Coast is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Decision.

*Article 2*

The President of the Council is hereby authorized to designate the persons empowered to sign the Agreement in the form of an exchange of letters in order to bind the Community.

Done at Brussels,

*For the Council*

*The President*

(1) OJ No L 379 31.12.1990, p. 3

## AGREEMENT

in the form of an exchange of letters on the provisional application of the Protocol defining, for the period 1 July 1994 to 30 June 1997, the fishing opportunities and the financial contribution provided for by the Agreement between the European Community and the Government of Ivory Coast on fishing in the waters of Ivory Coast

### A. Letter from the Government of the Republic of Ivory Coast

Sir,

With reference to the Protocol, initialled on 29 June 1994, defining the fishing opportunities and the financial contribution for the period 1 July 1994 to 30 June 1997, I have the honour to inform you that the Government of Ivory Coast is willing to apply the Protocol provisionally from 1 July 1994 pending its entry into force in accordance with Article 8 thereof, provided that the European Community is prepared to do likewise.

This is on the understanding that the first instalment, equal to one third of the financial compensation laid down by Article 3 of the Protocol, must be paid before 31 December 1994.

I should be grateful if you would confirm the agreement of the European Community to such a provisional application.

Please accept, Sir, the assurance of my highest consideration.

*For the Government  
of Ivory Coast*

### B. Letter from the Community

Sir,

I have the honour to acknowledge receipt of your letter of today's date which reads as follows:

'With reference to the Protocol, initialled on 29 June 1994, defining the fishing opportunities and the financial contribution for the period 1 July 1994 to 30 June 1997, I have the honour to inform you that the Government of Ivory Coast is willing to apply the Protocol provisionally from 1 July 1994 pending its entry into force in accordance with Article 8 thereof, provided that the European Community is prepared to do likewise.

This is on the understanding that the first instalment, equal to one third of the financial compensation laid down by Article 3 of the Protocol, must be paid before 31 December 1994.

I should be grateful if you would confirm the agreement of the European Community to such a provisional application.'

I am pleased to confirm the agreement of the European Community to a provisional application.

Please accept, Sir, the assurance of my highest consideration.

*For the Council  
of the European Union*

PROPOSAL FOR A  
COUNCIL REGULATION (EC) No  
of

94/ 0202 (CNS)

on the conclusion of the Protocol establishing the fishing rights and financial compensation provided for in the Agreement between the European Community and the Government of the Republic of Ivory Coast on fishing off Ivory Coast for the period from 1 July 1994 to 30 June 1997

THE COUNCIL OF THE EUROPEAN UNION,

HAS ADOPTED THIS REGULATION:

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

Having regard to the proposal from the Commission,

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

Whereas, pursuant to the Agreement between the European Community and the Government of the Republic

of Ivory Coast on fishing off Ivory Coast (2), the two parties conducted negotiations to determine the amendments or additions to be made to the Agreement at the end of the period of application of the Protocol annexed thereto ;

Whereas, as a result of those negotiations, a new Protocol establishing the fishing rights and financial compensation provided for in the abovementioned Agreement for the period from 1 July 1994 to 30 June 1997 was initialled on 29 June 1994;

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

*Article 1*

The Protocol establishing the fishing rights and financial compensation provided for in the Agreement between the European Community and the Government of the Republic of Ivory Coast on fishing off Ivory Coast for the period from 1 July 1994 to 30 June 1997 is hereby approved on behalf of the Community.

The text of the Protocol is attached to this Regulation.

*Article 2*

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

*Article 3*

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

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

Done at Brussels,

*For the Council*  
*The President*

(1) Opinion delivered on the Official Journal).

(not yet published in

(2) O.J. No L 379, 31.12.1990, p. 3

PROTOCOL

establishing the fishing rights and financial compensation provided for in the Agreement between the European Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire

Article 1

From 1 July 1994 and for a period of three years, fishing rights pursuant to Article 2 of the Agreement shall be as follows:

- (a) freezer trawlers designed to fish demersal species, taking deepwater crustaceans, cephalopods and demersal fish: 600 grt per month, averaged over the year;
- (b) surface longliners and pole-and-line tuna vessels: 7 vessels;
- (c) tuna seiners: 46 vessels.

Article 2

The fishing rights referred to in Article 1 may be increased at the request of the Community if they do not thereby compromise the rational exploitation of Côte d'Ivoire's resources.

In this case the financial compensation referred to in Article 3(1) shall be increased proportionately and pro rata temporis.

Article 3

1. For the period referred to in Article 1 the total financial contribution referred to in Article 8 of the Agreement shall be ECU 2.5 million, including ECU 2.1 million in financial compensation payable in three equal annual instalments.
2. For tuna fishing, this total financial contribution shall cover a catch of 7 500 tonnes a year in Côte d'Ivoire waters. If the catch of Community vessels in Côte d'Ivoire waters in any one year exceeds this amount, the compensation shall be increased by ECU 50 per additional tonne.

The share of trawlers in the total contribution shall be ECU 700 000.

3. Financial compensation shall be paid into an account opened with a financial institution or any other body designated by the Côte d'Ivoire authorities.

4. The use to which the compensation is put shall be the sole responsibility of the Côte d'Ivoire Government.

#### Article 4

1. Out of the total contribution referred to in Article 3(1), the Côte d'Ivoire authorities shall allocate ECU 250 000 over the period defined in Article 1, to the financing of scientific and technical programmes to promote better understanding of fisheries and the living resources of the fishing zone of Côte d'Ivoire. The amount shall be shared equally between the scientific and technical programmes.

After notification by the Côte d'Ivoire authorities of the content of the programmes, the corresponding amounts will be paid into the bank accounts designated by them.

2. The Côte d'Ivoire authorities shall report to the competent Commission departments on the implementation of the programmes.
3. Part of the amount referred to in paragraph 1, not exceeding 20% of the total amount, may be used to cover Côte d'Ivoire's contributions to the international fishery organizations.

#### Article 5

1. Out of the total contribution referred to in Article 3(1), the Côte d'Ivoire authorities shall allocate ECU 150 000 over the period defined in Article 1, to theoretical and practical training in the various scientific, technical and economic disciplines relating to fisheries. To that end, the Community shall make it easier for Côte d'Ivoire nationals to find places in establishments in its Member States.

Awards financed under this Article may be used in Côte d'Ivoire or any other country that has a cooperation agreement with the Community.

2. Part of the amount referred to in paragraph 1 may be used to cover the costs of participation in international meetings or training courses concerning fisheries.
3. The sum shall be payable as and when it is used.

#### Article 6

Should the Community fail to make the payments provided for under Articles 3 and 4 of this Protocol, the obligations of Côte d'Ivoire resulting from the fisheries Agreement may be suspended.

Article 7

The Annex to the Agreement between the European Community and Côte d'Ivoire on fishing off the coast of Côte d'Ivoire is replaced by the Annex to this Protocol.

Article 8

This Protocol shall enter into force on the date of signature.

It shall apply from 1 July 1994.



## ANNEX

### CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN THE CÔTE D'IVOIRE FISHING ZONE

#### A. Licence application and issuing formalities

1. The relevant Community authorities shall present to the Office of the Secretary of State for Fisheries of Côte d'Ivoire, via the Commission Delegation in Côte d'Ivoire, an application for each vessel wishing to fish under the Agreement, at least 45 days before the date of commencement of the period of validity requested.

The applications shall be made on the forms provided for that purpose by Côte d'Ivoire, a specimen of which is attached hereto (Appendix 1).

Each licence application shall be accompanied by proof of payment of the fee for the period of the licence's validity.

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

The authorities of Côte d'Ivoire shall give notice, before the Agreement enters into force, of the arrangements for payment of the fee, including information on bank accounts.

2. Licences shall be issued for a specific vessel and shall not be transferable.

However, at the request of the Commission of the European Communities, a vessel's licence shall, in the case of *force majeure*, be replaced by a new licence for another vessel with characteristics similar to those of the first vessel. The owner of the first vessel shall return the cancelled licence to the Office of the Secretary of State for Fisheries of Côte d'Ivoire via the Delegation of the Commission of the European Communities in Côte d'Ivoire.

The new licence shall indicate:

- the date of issue,
- the fact that it invalidates and replaces the licence of the previous vessel.

No fee as laid down in Article 4 (2) of the Agreement shall be due for any unexpired period of validity.

3. Licences shall be transmitted by the Côte d'Ivoire authorities to the Delegation of the Commission of the European Communities in Côte d'Ivoire within 45 days of receipt of the application.

4. The original of the licence must be held on board at all times and be presented at any time on request of the competent Côte d'Ivoire authorities.

However, for tuna seiners, pole-and-line tuna vessels and surface longliners, the Côte d'Ivoire authorities shall, upon receipt of notification from the Commission of the European Communities that advance payment has been made, enter the vessel concerned in the list of vessels with authorization to fish, which is sent to the control authority of Côte d'Ivoire. Pending receipt of the original of the licence, a copy of the licence that has been drawn up may be issued by telefax to be held on board the vessel.

5. Trawlers authorized under Article 2 of the Agreement must notify the competent Côte d'Ivoire authorities of any changes to the characteristics of a vessel as entered on the licence when issued and as listed in Appendix 1.

6. Any increase in gross registered tonnage of a trawler shall require a new licence application.

#### B. Provisions applicable to licences for tuna vessels and surface longliners

1. Licences shall be valid for one year. They shall be renewable.
2. The fee shall be set at ECU 20 per tonne of tuna caught within the Côte d'Ivoire fishing zone.
3. Licences shall be issued following payment of a lump sum of ECU 1500 a year for each tuna seiner and ECU 200 a year for each pole-and-line tuna vessel and surface longliner, equivalent to the fees payable for a catch of:
  - 75 tonnes of tuna per year in the case of seiners,
  - 10 tonnes per year of species caught by pole-and-line tuna vessels and surface longliners.
4. The final statement of the fees due for the fishing period shall be drawn up by the Commission of the European Communities at the end of each calendar year on the basis of the catch statements made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data such as the French

Office de la recherche scientifique et technique d'outre-mer (Orstom) and the Instituto Español de Oceanografía (IEO) on the one hand and the Centre de recherche océanographique de Côte d'Ivoire (Côte d'Ivoire oceanographic research centre) on the other. The statement shall be forwarded simultaneously to the sea-fishing services of Côte d'Ivoire and to the shipowners. Any additional payment due shall be made by the shipowners to the Côte d'Ivoire fishing services no later than 30 days after notification of the final statement.

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

5. The authorities of the Côte d'Ivoire shall communicate, before the entry into force of the Agreement, all information concerning the bank account to be used for the payment of the fees.

#### C. Provisions applicable to licences for freezer trawlers

1. In the case of freezer trawlers, licences shall be valid for three, six or 12 months. They shall be renewable.
2. The annual fee shall be fixed at the rate of ECU 130 per GRT

Fees for licences for periods of less than one year shall be paid on a *pro rata* basis according to the length of time.

#### D. Statements of catch

1. Vessels authorized to fish in the Côte d'Ivoire fishing zone under this Agreement shall send their statements of catch to the sea-fishing services with a copy to the Delegation of the Commission of the European Communities in Côte d'Ivoire, as follows:
  - (a) trawlers shall notify their catches using the form given in Appendix 2. These statements shall be monthly and must be communicated at least once every three months.
  - (b) for tuna seiners, pole-and-line tuna vessels and surface longliners a fishing log shall be kept, in accordance with the model in Appendix 3 in the case of surface longliners and Appendix 4 in the case of seiners and pole-and-line vessels for each fishing period spent in the Côte d'Ivoire fishing zone. The form shall either be collected in port by the relevant departments of the Centre de recherche océanographique de Côte d'Ivoire or sent to the same department within 45 days of the end of the fishing trip spent in the Côte d'Ivoire fishing zone.

Forms must be completed legibly and be signed by the master of the vessel.
2. Should these provisions not be adhered to, the Côte d'Ivoire authorities reserve the right to suspend the licence of the offending vessel until the required formality has been complied with. In this case, the Delegation of the Commission of the European Communities in Côte d'Ivoire shall be informed without delay.

#### E. Landing of catches

Tuna vessels and surface longliners landing their catches in a Côte d'Ivoire port shall, wherever possible, make their by-catches available to Côte d'Ivoire dealers at local market prices.

In addition, Community tuna vessels shall contribute towards supplying the Côte d'Ivoire's tuna-canning factories at a price fixed by mutual agreement between the Community shipowners and Côte d'Ivoire dealers on the basis of current prices on the international market. Payment shall be made in convertible currency. The landing schedule must be drawn up by mutual agreement between the Community shipowners and the Côte d'Ivoire dealers.

#### F. Fishing zones

1. To protect nurseries and local small-scale fishing activities, Community vessels with licences may not carry out fishing activities as provided in Article 2 of the Agreement in the following zones:
  - up to six nautical miles from the coast in the case of surface longliners, pole-and-line tuna vessels and freezer trawlers,
  - up to the 200-metre isobath in the case of freezer tuna seiners.

2. However, pole-and-line tuna vessels fishing for live bait shall be authorized to do so in the prohibited zone defined above to obtain bait strictly within the limits of their own requirements.

#### G. Entering and leaving the zone

1. All Community vessels fishing under the Agreement in the Côte d'Ivoire zone shall communicate to the radio station indicated on the licence the date and time and their position when entering and leaving the Côte d'Ivoire fishing zone.
2. In cases where radio communication cannot be used, vessels may use alternative means, such as telex or fax.
3. A vessel found to be fishing without having informed the Côte d'Ivoire authorities shall be regarded as a vessel without a licence.

#### H. Authorized mesh sizes

The minimum mesh size authorized (mesh fully extended) shall be:

- (a) 40 mm freezer trawlers taking deepwater shellfish and freezer trawlers taking cephalopods;
- (b) 60 mm for freezer trawlers taking fish;
- (c) in the case of tuna, the international standards recommended by Iccat shall apply.

#### I. Signing-on of seamen

Owners of vessels which have been granted licences as provided by the Agreement shall contribute to the practical vocational training of Côte d'Ivoire nationals, on the following terms and subject to the following limits:

1. Each trawler owner shall undertake to employ:

- one seaman for vessels under 250 GRT,
- two seamen for vessels over 250 GRT.

The owners of tuna vessels and surface longliners shall be responsible for employing Côte d'Ivoire nationals, on the following terms and subject to the following limits:

- for the fleet of tuna seiners, 25 Côte d'Ivoire seamen shall be signed on,
  - for the fleet of pole-and-line tuna vessels, 4 Côte d'Ivoire seamen shall be signed on during the tunafishing period in the Côte d'Ivoire fishing zone, each being assigned to a different vessel;
  - for the fleet of surface longliners, 2 Côte d'Ivoire seamen shall be signed on during the fishing period in the Côte d'Ivoire fishing zone, each being assigned to a different vessel.
2. The wages of these seamen shall be fixed, before licences are issued, by mutual agreement between the shipowners or their representatives and the relevant Côte d'Ivoire authorities; the wages shall be borne by the shipowners and must include the social contributions to which the seaman is subject (including life assurance and accident and sickness insurance).
  3. Should the seamen not be signed on, owners of tuna seiners, pole-and-line tuna vessels and surface longliners shall be obliged to pay a lump sum equivalent to the wages of the seamen not signed on.

This sum will be used for the training of seamen in Côte d'Ivoire and is to be paid into the account specified by the Côte d'Ivoire fishing authorities.

#### J. Taking on board of scientific observers

Any vessel may be requested to take on board a scientific observer appointed by the relevant Côte d'Ivoire authorities.

On board, the observer shall be accorded the same conditions enjoyed by officers of the vessel. This applies equally, as far as is possible, to the quarters assigned to the observer. Similarly, as far as possible, he shall be offered every facility needed to carry out his duties. The work of the observer and the conditions under which he is taken on board must not interrupt or hamper fishing activities.

The salary and the social contributions of the observer shall be borne by the relevant Côte d'Ivoire authorities.

#### K. Inspection and monitoring

At the request of the Côte d'Ivoire authorities, Community vessels operating within the Agreement shall permit and facilitate the boarding and fulfilment of the tasks of Côte d'Ivoire officials responsible for the inspection and monitoring of fishing activities.

These officials should not remain on board any longer than the time required to carry out their duties.

#### L. Seizure and detention of vessels

The seizure or detention, under the terms of the applicable Côte d'Ivoire legislation, of a fishing vessel flying the flag of a Member State of the Community shall be notified to the Delegation of the Commission of the European Communities in Côte d'Ivoire within 72 hours and simultaneously to the consular agent of the Member State whose flag the vessel flies.

The circumstances and reasons which led to the seizure or detention shall be brought to the attention of the Delegation of the Commission of the European Communities in Côte d'Ivoire.

Appendix 1

MINISTRY FOR  
ANIMAL PRODUCTION  
BP V 84, Abidjan  
(Republic of Côte d'Ivoire)

REPUBLIC OF CÔTE D'IVOIRE  
UNION-DISCIPLINE-WORK

LICENCE APPLICATION FOR SEA-FISHING

SECTION A

1. Name of shipowner: .....
2. Nationality of shipowner: .....
3. Business address of shipowner: .....  
.....  
.....

SECTION B

*(To be completed for each vessel)*

1. Valid for (duration): .....
2. Name of vessel: .....
3. Year of construction: .....
4. Original flag: .....
5. Currently flying the flag of: .....
6. Date of acquiring current flag: .....
7. Year of acquisition: .....
8. Port of registration and registration No: .....
9. Operating in zones: .....
10. Type of fishing: .....
11. Gross tonnage (GRT): .....
12. Net tonnage (NRT): .....
13. Radio call sign: .....
14. Length overall (metres): .....
15. Stem (metres): .....
16. Depth (metres): .....
17. Hull material: .....
18. Engine rating: .....
19. Speed (knots): .....
20. Cabins: .....
21. Capacity of tanks (cubic metres): .....
22. Capacity of fish holds (cubic metres): .....
23. Chilling/freezing capacity (tonnes/hour) and system used: .....
24. Colour of hull: .....
25. Colour of superstructure: .....
26. Crew complement: .....

27. On-board communications equipment:

Type	Make	Model	Power (watts)	Year of manufacture	Frequencies	
					receive	transmit

28. Navigation and detection equipment:

Type	Make	Model

29. Additional boats used (for each vessel): .....
- 29.1. Gross tonnage: .....
- 29.2. Length overall (metres): .....
- 29.3. Stem (metres): .....
- 29.4. Depth (metres): .....
- 29.5. Hull material: .....
- 29.6. Engine rating: .....
- 29.7. Speed (knots): .....
30. Additional out-of-water equipment for detecting fish (even if not installed on board): .....
31. Port of registration: .....
32. Name of master: .....
33. Address: .....
34. Nationality of master: .....

*Please include:*

- three colour photographs of vessel (side view), additional boats used for fishing and additional out-of-water equipment for detecting fish,
- an illustration and detailed description of the fishing gear used,
- a document proving that the representative of the shipowner is empowered to sign this application.

.....  
 (Date of application) (Signature of representative of shipowner)









<b>FINANCIAL STATEMENT</b>				
		DATE		
1. BUDGET HEADING :B7-800				
2. TITLE : New protocol EC/Ivory Coast				
3. LEGAL BASIS : Agreement EC/Ivory Coast				
4. AIMS OF PROJECT : Protocole for a period of 3 years				
<b>5. FINANCIAL IMPLICATIONS</b>	<b>PERIOD OF 12 MONTHS</b>	<b>CURRENT FINANCIAL YEAR (94)</b>	<b>FOLLOWING FINANCIAL YEAR (95)</b>	
5.0. EXPENDITURE				
- charged to the EC budget (refunds/intervention)		833.333 ECU (annual average)	833.333 ECU (annual average)	
- national administration				
- other				
5.1. REVENUE				
- own resources of the CE (levies/customs duties)				
- national				
	1994	1995	1996	1997
5.0.1. ESTIMATED EXPENDITURE	833.333 (annual average)	833.333 (annual average)	833.333 (annual average)	
5.2. METHOD OF CALCULATION:				
- financial contribution :		2.100.000 ECU		
- scientific programme :		250.000 ECU		
- study grants :		150.000 ECU		
Financial compensation :		2.500.000 ECU		
Average annual cost :		833.333 ECU		
6.0. CAN THE PROJECT BE FINANCED FROM APPROPRIATIONS ENTERED IN THE RELEVANT CHAPTER OF THE CURRENT BUDGET ?				
				YES/++
6.1. CAN THE PROJECT BE FINANCED BY TRANSFER BETWEEN CHAPTERS OF THE CURRENT BUDGET ?				
				YES/++
6.2. IS A SUPPLEMENTARY BUDGET NECESSARY ?				
				+++/NO
6.3. WILL FUTURE BUDGET APPROPRIATIONS BE NECESSARY ?				
				YES/++
OBSERVATIONS :				

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# DOCUMENTS

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