AGREEMENT

for scientific and technological cooperation between the European Community and the Government of the Republic of India

THE EUROPEAN COMMUNITY, hereinafter referred to as 'the Community',

of the one part, and

THE GOVERNMENT OF THE REPUBLIC OF INDIA, hereinafter referred to as 'India',

of the other part,

hereinafter referred to as the 'Parties',

CONSIDERING the importance of science and technology for their economic and social development,

RECOGNISING that the Community and India are pursuing joint research and technological programmes in a number of areas of common interest, and that mutual benefits may be derived if the Parties facilitate further cooperation,

NOTING that there has been active cooperation and information exchange in a number of scientific and technological areas under the Cooperation Agreement between the Community and India on Partnership and Development signed on 20 December 1993,

HAVING REGARD to the EU-India Summit Joint Declaration agreed on 28 June 2000,

DESIRING to expand the cooperation in scientific and technological research with a view to strengthening the conduct of cooperative activities in areas of common interest and to encouraging the application of the results of such cooperation to their economic and social benefit,

HAVE AGREED AS FOLLOWS:

Article 1

Purpose

The Parties shall encourage and facilitate cooperative research and development activities in science and technology fields of common interest between the Community and India.

Article 2

Definitions

For the purpose of this Agreement:

(a) 'cooperative activity' means any activity which the Parties undertake or support, pursuant to this Agreement, and includes joint research;

(b) 'information' means scientific or technical data, results or methods of research and development stemming from joint research carried out under this Agreement and any other data deemed necessary by the participants to cooperative activities, including, as necessary, by the Parties themselves;

(c) 'intellectual property' shall have the meaning defined in Article 2 of the Convention establishing the World Intellectual Property Organisation, done at Stockholm, 14 July 1967;

(d) 'joint research' means a research, technological development or demonstration project that is implemented with financial support from one or both Parties and that involves collaboration between participants from both the Community and India and is designated as joint research in writing by the Parties or the Executive Agents. Where there is funding by only one Party, the designation shall be made by that Party and the participant in that project;

(e) 'participant' or 'research entities' means any person, any academic institution, research institute or any other legal entity or undertaking or firm established in the Community or in India involved in cooperative activities including the Parties themselves.

Article 3

Principles

Cooperation shall be conducted on the basis of the following principles:

(a) mutual benefit based on an overall balance of advantages;

(b) reciprocal access to the activities of research and technological development undertaken by each Party;

(c) timely exchange of information which may affect cooperative activities;

(d) appropriate protection of intellectual property rights.

Article 4

Scope of cooperation

Cooperation under this Agreement may cover all the activities of research, technological development and demonstration, hereinafter referred to as 'RTD', included in the first activity of the framework programme under Article 164 of the Treaty establishing the European Community and all similar RTD activities in India in the corresponding scientific and technological fields.

This Agreement does not affect the participation of India, as a developing country, in Community activities in the field of research for development.

Article 5

Forms of cooperation

Cooperative activities may take the following forms:

— participation of Indian research entities in RTD projects under the first activity of the framework programme and reciprocal participation of research entities established in the Community in Indian projects in similar sectors of RTD. Such participation is subject to the rules and procedures applicable in each Party,

— joint RTD Projects; the joint RTD projects shall be implemented when the participants have developed a technology management plan, as indicated in the Annex,

— pooling of RTD projects already implemented according to the procedures applicable in the RTD programmes of each Party,

— visits and exchanges of scientists and technical experts,

— joint organisation of scientific seminars, conferences, symposia and workshops, as well as participation of experts in those activities,

— concerted actions for dissemination of results/exchange of experience on joint RTD projects that have been funded,

— exchanges and sharing of equipment and materials including shared use of advanced research facilities,

— exchanges of information on practices, laws, regulations and programmes relevant to cooperation under this Agreement,

— any other form recommended by the Steering Committee and deemed in conformity with the policies and procedures applicable in both Parties.

Article 6

Coordination and facilitation of cooperative activities

(a) The coordination and facilitation of cooperative activities under this Agreement shall be accomplished, on behalf of India, by the Ministry of Science and Technology (Department of Science and Technology) and, on behalf of the Community, by the services of the Commission of the European Communities (Directorate General for Science, Research and Development), acting as executive agents.

(b) The executive agents shall establish a Steering Committee on S & T Cooperation, hereinafter referred to as the 'Steering Committee' for the management of this Agreement; this Committee shall consist of an equal number of official representatives of each Party and shall have Co-Chairpersons from the Parties; it shall establish its own rules of procedure.

(c) The functions of the Steering Committee shall include:

(i) promoting and overseeing the different cooperative activities as mentioned in Article 4 as well as those that would be implemented in the framework of Community activities in the field of research for development;

(ii) recommending Joint RTD projects, to be sponsored on a cost-sharing basis by the Parties, received in response to an approved Joint Call for Proposal text issued simultaneously by the Executive Agents.

The joint projects, which have been submitted by the scientists of one side for participation in the programmes of the other side, will be selected by each Party according to the respective selection process of each Party with possible participation of the experts from both sides;

(iii) indicating, for the following year, pursuant to the first and second indents of Article 5, among the potential sectors for RTD cooperation, those priority sectors or subsectors of mutual interest in which cooperation is sought;

(iv) proposing, pursuant to the third indent of Article 5, to the scientists of both Parties the pooling of their projects which would be of mutual benefit and complementary;

(v) making recommendations pursuant to the fourth to eighth indents of Article 5;

(vi) advising the Parties on ways to enhance and improve cooperation consistent with the principles set out in this Agreement;

(vii) reviewing the efficient functioning and implementation of this Agreement, including evaluation of ongoing cooperative projects involving India as a developing country under Community activities in the field of research for development;

(viii) annually providing a report to the Parties on the status, the level reached and the effectiveness of cooperation undertaken under this Agreement. This report will be transmitted to the Joint Commission established in the framework of the Cooperation Agreement between the European Community and India on Partnership and Development.

(d) The Steering Committee shall, as a general rule, meet annually, preferably before the meeting of the Joint Commission established in the framework of the Cooperation Agreement between the European Community and India on Partnership and Development, and according to a jointly agreed schedule; the meetings should be held alternatively in the Community and in India. Extraordinary meetings may be organised at the request of either Party.

(e) Decisions of the Steering Committee shall be reached by consensus. Minutes, comprising of a record of decisions and principal points discussed, shall be taken at each meeting. These minutes shall be agreed upon by the designated Co-Chairpersons of the Steering Committee.

(f) For the Steering Committee Meeting, the travel and accommodation expenses of the participants shall be borne by the Parties to whom they relate. Any other cost associated with the Steering Committee Meeting shall be borne by the host Party.

Article 7

Funding

(a) Cooperative activities shall be subject to the availability of appropriated funds and to the laws and regulations (including those on tax and customs exemption) applicable in the territories of each Party and in accordance with policies and programmes of the Parties.

(b) Costs incurred on selected cooperative activities shall be shared by the participants without any transfer of funds from one Party to the other.

(c) An implementing arrangement would specify in greater details the precise administrative and financial modalities for cooperative activities.

(d) RTD projects, involving India as developing country, sponsored under Community activities in the field of research for development shall be excluded from the provisions specified under (b) and (c).

Article 8

Entry of personnel and equipment

Each Party shall take all reasonable steps and use its best efforts, within the laws and regulations applicable in the territories of each Party, to facilitate entry to, sojourn in, and exit from its territory of persons and equipment involved in or used in cooperative activities identified by the Parties under the provisions of this Agreement.

Article 9

Diffusion and utilisation of information

The dissemination and utilisation of information, and the management, allocation and exercise of intellectual property rights resulting from joint research under this Agreement shall be subject to the requirements of the Annex. The Annex shall be an integral part of this Agreement.

Article 10

Territorial application

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 India. This shall not prevent the conduct of cooperative activities on the high seas, outer space, or the territory of third countries, in accordance with international law.

Article 11

Entry into force, termination and dispute settlement

(a) This Agreement shall enter into force on the date on which the Parties have notified each other in writing that their respective internal procedures necessary for its entry into force have been completed.

(b) This Agreement shall be concluded for an initial period of five years and may be renewed by mutual agreement between the Parties after evaluation during the last year of each successive period.

(c) This Agreement may be amended by agreement of the Parties. Amendments shall enter into force on the date on which the Parties have notified each other in writing that their respective internal procedures necessary for amending this Agreement have been completed.

(d) This Agreement may be terminated at any time by either Party upon six months' written notice. The expiration or termination of this Agreement shall not affect the validity or duration of any arrangements made under it, or any specific rights and obligations that have accrued in compliance with the Annex.

(e) All questions or disputes related to the interpretation or implementation of this Agreement shall be settled by mutual agreement between the Parties.

Article 12

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

In witness whereof, the undersigned, being duly authorised thereto, have signed this Agreement.

Hecho en Nueva Delhi el veintitrés de noviembre del dos mil uno por duplicado en alemán, danés, español, finés, francés, griego, inglés, italiano, neerlandés, portugués, sueco e hindi, siendo cada uno de estos textos igualmente auténticos.

Udfærdiget i New Delhi, den treogtyvende november to tusind og et, i to eksemplarer på dansk, engelsk, finsk, fransk, græsk, italiensk, nederlandsk, portugisisk, spansk, svensk, tysk og hindi, idet hver af disse tekster har samme gyldighed.

Geschehen zu New Delhi am dreiundzwanzigsten November zweitausendundeins in zwei Urschriften in dänischer, deutscher, englischer, finnischer, französischer, griechischer, italienischer, niederländischer, portugiesischer, schwedischer und spanischer Sprache sowie in Hindi abgefasst, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Έγινε στο Νέο Δελχί, στις είκοσι τρεις Νοεμβρίου δύο χιλιάδες ένα, σε δύο αντίτυπα στην αγγλική, γαλλική, γερμανική, δανική, ελληνική, ισπανική, ιταλική, ολλανδική, πορτογαλική, σουηδική και φινλανδική γλώσσα και τη γλώσσα Hindi· όλα τα κείμενα είναι εξίσου αυθεντικά.

Done at New Delhi on the twenty-third day of November in the year two thousand and one, in two copies, in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish, Swedish, and Hindi languages, with each text being equally authentic.

Fait à New Delhi, le vingt-trois novembre deux mille un, en deux exemplaires, en langues allemande, anglaise, danoise, espagnole, française, finnoise, grecque, italienne, néerlandaise, portugaise, suédoise et hindi, chacun de ces textes faisant également foi.

Fatto a Nuova Delhi, addì ventitre novembre duemilauno, in duplice copia nelle lingue danese, finlandese, francese, greca, inglese, italiana, olandese, portoghese, spagnola, svedese, tedesca e hindi, ciascun testo facente ugualmente fede.

Gedaan te New Delhi op de drieëntwintigste november tweeduizendeneen in twee exemplaren in de Deense, de Duitse, de Engelse, de Finse, de Franse, de Griekse, de Italiaanse, de Nederlandse, de Portugese, de Spaanse, de Zweedse en de Hinditaal, zijnde alle teksten gelijkelijk authentiek.

Feito em Nova Deli, em vinte e três de Novembro de dois mil e um, em duplo exemplar, nas línguas alemã, dinamarquesa, espanhola, finlandesa, francesa, grega, inglesa, italiana, neerlandesa, portuguesa, sueca e hindi, fazendo igualmente fé todos os textos.

Tehty New Delhissä kahdentenakymmenentenäkolmantena päivänä marraskuuta vuonna kaksituhattayksi kahtena kappaleena englannin-, espanjan-, hollannin-, italian-, kreikan-, portugalin-, ranskan-, ruotsin-, saksan-, suomen-, tanskan- ja hindinkielellä, ja jokainen teksti on yhtä todistusvoimainen.

Upprättat i New Delhi den tjugotredje november tjugohundraett i två exemplar på danska, engelska, finska, franska, grekiska, italienska, nederländska, portugisiska, spanska, svenska och tyska språken samt på hindi, varvid samtliga språkversioner äger lika giltighet.

23 नवम्बर, 2001 को नई दिल्ली में हिन्दी, डैनिश, डच, अंग्रेजी, फिन्नी, फ्रैंच, जर्मन, ग्रीक, इतालवी, पुर्तगाली स्पेनिश, स्वीडिश भाषाओं में दो प्रतियों में सम्पन्न हुआ जिसका प्रत्येक पाठ समान रूप से मान्य है।

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

यूरोपीय सघ की परिषद की ओर से

Por el Gobierno de la República de la India

På Republikken Indiens regerings vegne

Für die Regierung der Republik Indien

Για την κυβέρνηση της Δημοκρατίας της Ινδίας

For the Government of the Republic of India

Pour le gouvernement de la République de l'Inde

Per il governo della Repubblica dell'India

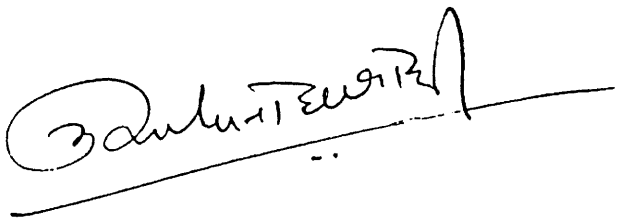
Voor de regering van de Republiek India

Pelo Governo da República da Índia

Intian tasavallan hallituksen puolesta

På Republiken Indiens regerings vägnar

भारत गणराज्य की सरकार की ओर से



ANNEX

INTELLECTUAL PROPERTY RIGHTS

Rights to intellectual property created of furnished under the Agreement shall be allocated as provided in this Annex.

APPLICATION

This Annex is applicable to joint research undertaken pursuant to the Agreement, except as otherwise agreed by the Parties.

I. Ownership, allocation and exercise of rights

1. For purpose of this Annex 'intellectual property' is defined in Article 2(c) of the Agreement.

2. This Annex addresses the allocation of rights and interests of the Parties and their participants. Each Party and its participants shall ensure that the other Party and its participants may obtain the rights to intellectual property allocated to it in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation of rights, interests and royalties between a Party and its nationals or participants, and the rules of diffusion and utilisation of information, which will be determined by the laws and practices of each Party.

3. The Parties will also be guided by, and contractual arrangements should provide for, the following principles:

   (a) effective protection of intellectual property. The Parties shall ensure that they and/or their participants notify one another within a reasonable time of the creation of any intellectual property arising under the Agreement or implementation arrangements and to seek protection for such intellectual property in a timely fashion;

   (b) effective exploitation of results, taking into account the contributions of the Parties and their participants;

   (c) non-discriminatory treatment of participants from the other Party as compared with the treatment given to its own participants, with regard to ownership, utilisation and dissemination of information and ownership, allocation and exercise of intellectual property rights;

   (d) protection of business-confidential information.

4. The participants shall jointly develop a Technology Management Plan (TMP). TMP is a specific agreement to be concluded between the participants in joint research defining their respective rights and obligations, including those in respect of the ownership and use, including publication, of information and intellectual property to be created in the course of joint research.

   With respect to intellectual property (IP), the TMP will normally address, among other things, ownership, protection, user rights for research and development purposes, exploitation and dissemination, including arrangements for joint publication, the rights and obligations of visiting researchers and dispute settlement procedures. The TMP shall also address foreground and background information, licensing and deliverables. The TMP shall be developed within the rules and regulations in force in each Party taking into account the aims of the joint research, the relative financial or other contributions of the Parties and participants, the advantages and disadvantages of licensing by territory or for fields of use, requirements imposed by applicable laws, the need for dispute settlement procedures and other factors deemed appropriate by the participants. The rights and obligations concerning the research generated by visiting researchers (i.e. researchers not coming from a Party or a participant) in respect of IP shall also be addressed in the joint technology management plans. The TMP shall be approved by the responsible funding agency, or department of the Party involved in financing the research, before the conclusion of the specific research and development cooperation contracts to which they are attached.

5. Information or intellectual property created in the course of joint research and not addressed in a TMP will be allocated according to the principles set out in the TMP. In the event of a disagreement which cannot be resolved by the agreed dispute settlement procedure, such information or IP shall be owned jointly by all the participants involved in the joint research from which the information or IP results. Each participant to whom this provision applies shall have the right to use such information or IP for his own commercial exploitation with no geographical limitation.

6. In accordance with applicable laws, each Party will ensure that the other Party and its participants may have the rights to IP allocated to them.

7. While maintaining the condition of competition in areas affected by the Agreement, each Party shall endeavour to ensure that rights acquired pursuant to the Agreement, and arrangements made under it, are exercised in such a way as to encourage, in particular

   (i) the dissemination and use of information created, disclosed or otherwise made available, under the Agreement, and

   (ii) the adoption and implementation of international standards.

8. Termination or expiry of the Agreement will not affect rights or obligations of participants with regard to intellectual property under approved on-going projects in accordance with this Annex.

II. **Copyright works and scientific literary works**

Copyright belonging to the Parties or to their participants shall be accorded treatment consistent with the Berne Convention (Paris Act 1971) and the TRIPS Agreement.

Without prejudice to Section III, and unless otherwise agreed in the TMP, results of research shall be published jointly by the Parties or participants. Subject to the foregoing general rule, the following procedures shall apply:

1. In the case of publication by a Party or public bodies of that Party of scientific and technical journals, articles, reports, books, including video and software arising from joint research pursuant to the Agreement, the other Party will be entitled to a worldwide, non-exclusive, irrevocable, royalty-free license to translate, reproduce, adapt, transmit and publicly distribute such works.

2. The Parties shall endeavour to disseminate literary works of a scientific character arising from joint research pursuant to the Agreement and published by independent publishers will be disseminated as widely as possible.

3. All copies of a copyright work to be publicly distributed and prepared under this provision shall indicate the names of the author(s) of the work unless an author explicitly declines to be named. Copies shall also bear a clearly visible acknowledgement of the cooperative support of the Parties.

III. **Undisclosed information**

A. *Documentary undisclosed information*

1. Each Party, its agencies or its participants, as appropriate, shall identify at the earliest possible moment, and preferably in the TMP, the information that they wish to remain undisclosed in relation to the Agreement, taking into account *inter alia* the following criteria:

   (a) secrecy of the information in the sense that it is not, as a body or in the precise configuration or assembly of its components, generally known among, or readily accessible by lawful means to, experts in the fields;

   (b) the actual or potential commercial value of the information by virtue of its secrecy;

   (c) previous protection of the information in the sense that it has been subject to steps that were reasonable under the circumstances by the person lawfully in control, to maintain its secrecy.

   The Parties and their participants may in certain cases agree that, unless otherwise indicated, parts or all of the information provided, exchanged or created in the course of joint research pursuant to the Agreement may not be disclosed.

2. Each Party shall ensure that it and its participants clearly identify undisclosed information, for example by means of an appropriate marking or restrictive legend. This also applies to any reproduction of the said information, in whole or in part.

   A Party receiving undisclosed information pursuant to the Agreement will respect the privileged nature thereof. These limitations shall automatically terminate when this information is disclosed by the owner into the public domain.

3. Undisclosed information communicated under this Agreement may be disseminated by the receiving Party to persons within or employed by the receiving Party and other concerned departments or agencies of the receiving Party authorised for the specific purposes of the joint research under way, provided that any undisclosed information so disseminated shall be pursuant to a written agreement of confidentiality and shall be readily recognisable as such, as set out above.

4. With the prior written consent of the Party providing undisclosed information under this Agreement, the receiving Party may disseminate such undisclosed information more widely than otherwise permitted in paragraph 3. The Parties shall cooperate in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will grant such approval to the extent permitted by its domestic policies, regulations and laws.

B. *Non-documentary undisclosed information*

Non-documentary undisclosed or other confidential or privileged information provided in seminars and other meetings arranged under this Agreement, or information arising from the attachment of staff, use of facilities, or joint projects, shall be treated by the Parties or their participants according to the principles specified for documentary information in the Agreement; provided, however, that the recipient of such undisclosed or other confidential or privileged information has been made aware in advance and in written form of the confidential character of the information to be communicated.

C. *Control*

Each Party shall endeavour to ensure that undisclosed information received by it under this Agreement is controlled as provided herein. If one of the Parties becomes aware that it will be, or may be reasonably expected to become, unable to meet the non-dissemination provisions of sections A and B, it shall immediately inform the other Party. The Parties will thereafter consult to define an appropriate course of action.

COMMISSION

COMMISSION DECISION

of 5 August 2002

on the implementation of surveys for avian influenza in poultry and wild birds in the Member States

(notified under document number C(2002) 2982)

(2002/649/EC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Decision 90/424/EEC of 26 June 1990 on expenditure in the veterinary field [1], as last amended by Decision 2001/572/EC [2], and in particular Article 20 thereof,

Whereas:

(1) Under Council Directive 92/40/EEC of 19 May 1992 introducing Community measures for the control of avian influenza [3] regular monitoring of poultry flocks and wild birds in order to assess the possible presence of disease in these populations is not foreseen.

(2) Experience has shown that certain strains of the avian influenza virus, which are currently not covered by the control measures of the Directive, have the ability to mutate to highly pathogenic strains after having circulated in the poultry population for some time.

(3) This situation is liable to cause high mortality in poultry and severe economic losses to the poultry industry, which could be decreased by implementing a screening system in the Member States to allow an earlier detection and control of such precursor strains.

(4) The Scientific Committee on Animal Health and Animal Welfare has issued an opinion on the definition of avian influenza and the use of vaccination against avian influenza. In this report it was recommended to change the definition for avian influenza in order to include more avian influenza strains for which eradication measures are appropriate. Furthermore, surveys should be carried out to determine the prevalence of such strains in different poultry populations. This should allow an estimate of the costs for the modified disease control measures.

(5) In November 2001 the Commission organised a symposium on the preparedness for influenza pandemics in humans. It was stressed that surveys in various animal populations should be carried out to better assess the zoonotic impact of such infections.

(6) Both, the zoonotic aspect and the animal health implications underline the need of surveys for influenza in animal populations.

(7) In the light of these surveys further developments of the Community's policy on influenza might be decided.

(8) The Community Reference Laboratory for avian influenza in Weybridge has drawn up guidelines for surveys, which shall be the basis for the programmes to be implemented in the Member States.

(9) Member States should submit their programmes for approval by the Commission so that a financial assistance by the Community may be granted.

(10) The measures provided for in this Decision are in accordance with the opinion of the Standing Committee of the Food Chain and Animal Health,

HAS ADOPTED THIS DECISION:

Article 1

Member States shall submit for approval to the Commission by 15 October 2002 plans for the implementation of surveys for avian influenza in poultry and wild birds in accordance with the guidelines as laid down in the Annex.

Article 2

The Community's financial contribution towards the measures referred to in Article 1 shall be at the rate of 50 % of the costs incurred in Member States for sampling and analysing of samples up to a maximum of EUR 500 000 for all Member States in total.

[1] OJ L 224, 18.8.1990, p. 19.
[2] OJ L 203, 28.7.2001, p. 16.
[3] OJ L 167, 22.6.1992, p. 1.

Article 3

This Decision is addressed to the Member States.

Done at Brussels, 5 August 2002.

For the Commission
David BYRNE
Member of the Commission

ANNEX

Programmes for surveillance for avian influenza in poultry and wild birds to be carried out in the Member States in 2002/03

OBJECTIVES

1. To perform an initial screening to detect infections with avian influenza virus subtypes H5 and H7 in different species of poultry as a precursor study for possible EU-wide monitoring.

2. To contribute to a cost-benefit study in relation to eradication of all H5 and H7 subtypes from poultry envisaged by the change in definition of avian influenza.

3. To carry out a preliminary survey for avian influenza in wild birds in Member States, in particular those which have already established contacts or which are prepared to cooperate with ornithological organisations or other bodies. Later on this could lead to the implementation of a permanent surveillance which should provide for an early warning system of strains that may be introduced to poultry from wild birds.

4. To contribute to knowledge of the threats to animal health from wildlife.

5. To take initial steps towards the connection and integration of human and veterinary networks for influenza surveillance.

GENERAL GUIDELINES FOR SURVEYS IN POULTRY AND WILD BIRDS

— Testing of samples shall be carried out at National Reference Laboratories in Member States and all results (both serological and virological) shall be sent to the Community Reference Laboratory (CRL) for collation and to ensure a flow of information. The CRL will provide technical support and keep an enlarged stock of diagnostic reagents.
— All AI virus isolates shall be submitted to the CRL. Viruses of H5/H7 subtype will be subjected to the standard characterisation tests (nucleotide sequencing/IVPI) according to Directive 92/40/EEC.
— Specific protocols to accompany the sending of material to the CRL and tables for collection of survey data will be provided by the CRL at a later stage.

A. **Surveys in poultry**

A.1. *Detection of infections with H5/H7 subtypes of avian influenza in poultry except ducks and geese*

— Populations sampled shall reflect the major poultry hosts in that Member State.
— Sampling sizes shall be adapted according to density of poultry holdings.
— Backyard flocks may be included in the survey.
— The following groups shall ideally be included as appropriate in seroprevalence studies: fattening turkeys, chicken and turkey breeders, broilers, layers (where available at abattoir), farmed game birds, ratites.
— Member States that have to carry out sampling for ND to maintain their status as ND-free non-vaccinating countries (Commission Decision 94/327/EC [1]) may be able to utilise these samples from breeding flocks for examination for H5/H7 antibodies.
— The numbers of samples to be taken from a host species population should also consider its susceptibility to infections with influenza A virus, i.e. there should be greater focus on turkeys compared to broilers when both available in a given region.
— Blood samples shall be collected from all species of poultry for serological examination.
— Sampling shall be carried out in Member States' regions, ideally as defined in Article 2(2)(p) of Council Directive 64/432/EEC [2], which have been preferably selected because of a high density of poultry, so that they can be considered as representative for the whole Member State taking into account:

  (a) the number of holdings to be sampled. This number will be defined to ensure the identification of at least one infected holding if the prevalence of infected holdings is at least 5 %, with a 95 % confidence interval (see table 1); and

  (b) the number of birds sampled from each holding will be defined to ensure 95 % probability of identifying at least one positive bird if the number of seropositive birds is ≥ 30 %.

[1] OJ L 146, 11.6.1994, p. 17.
[2] OJ 121, 29.7.1964, p. 1977/64.

— Samples shall preferably be taken at the abattoir.

— 5 to 10 birds per holding shall be sampled and tested.

Table 1: Number of holdings to be tested in each selected region

Number of holdings in the region	Number of holdings to be sampled
Up to 30	All
31 to 50	35
51 to 80	42
81 to 250	53
> 250	60

A.2. *Detection of infections of subtypes H5/H7 in duck and geese holdings*

— From ducks and geese (preferably birds which are kept outside in fields) cloacal swabs or faeces for virological investigation shall be taken.

— Instead of virological examinations it may be possible to carry out serological investigations as identified in A.1 also on ducks and geese depending on local factors (i.e. production methods) and the availability of appropriate tests.

— Where appropriate, sampling should be adapted to identified periods, where presence of other poultry hosts might pose a greater risk for introduction of disease.

— Considering the total number of poultry holdings in the area in question, the sampling size will be defined to ensure the identification of at least one infected holding if the prevalence of infected holdings is at least 5 %, with a 95 % confidence interval according to Table 1.

— Samples for virological or serological investigations shall preferably be taken at the abattoir of each selected holding as follows:

  — 10 swabs for virological investigation, which can be tested as pools of five samples,

  — 5 to 10 blood samples in case of serological testing.

B. **Survey for avian influenza in wild birds**

B.1. *Survey design and implementation*

Liaisons with bird conservation/watching institutions and ringing stations are necessary. Sampling will probably be best carried out by staff from these groups/stations. Also cooperation with hunters for obtaining samples from birds that are hunted may be possible.

B.2. *Sampling procedures*

— Cloacal swabs for virological examination should be taken. Host species with high susceptibility and increased contact with poultry (i.e. mallard ducks) in addition to 'first year' birds in the autumn may offer the highest chance of success.

— The distribution between the different species should ideally be as follows:

  70 % waterfowl;

  20 % shorebirds;

  10 % other free-living birds.

— Swabs containing faeces or fresh carefully collected faeces shall be taken from wild birds (trapped, hunted and found freshly dead).

— Pooling of up to five samples from the same species is possible.

C. **Laboratory testing**

Serological tests should be carried out by haemagglutination-inhibition test in accordance with Directive 92/40/EEC using designated strains supplied by the Community Reference Laboratory:

H5

(a) Initial test using Turkey/Ontario/7732/66 (H5N9).

(b) Test all positives with Ostrich/Denmark/72420/96 (H5N2) to eliminate N9 cross reactive antibody.

H7

(a) Initial test using Turkey/England/647/77 (H7N7).

(b) Test all positives with African Starling/983/79 (H7N1) to eliminate N7 cross reactive antibody.

However, for initial screening alternative validated assays may be used to test poultry samples.

COMMISSION DECISION

of 28 June 2002

concerning the conclusion of an Agreement amending the Agreement between the European Community and Australia on trade in wine

(notified under document number C(2002) 2391)

(2002/650/EC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Decision 94/184/EC of 24 January 1994 concerning the conclusion of an Agreement between the European Community and Australia on trade in wine [1], and in particular Article 3 thereof,

Having regard to the Agreement between the European Community and Australia on trade in wine signed in Brussels and in Canberra respectively on 26 and 31 January 1994 [2], as last amended by the Agreement of 25 July 2001 [3], and in particular Article 17(2) thereof,

Whereas:

(1) The Commission has negotiated, on behalf of the Community, an amendment of the above Agreement aiming to extend, until 30 June 2003, the provisional authorisation granted to Australian wines treated with cation exchange resins.

(2) The Management Committee for Wine has not delivered an opinion within the time limit laid down by its Chairman,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement amending the Agreement between the European Community and Australia on trade in wine is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Decision.

Article 2

This Decision and the Agreement referred to in Article 1 shall be published in the *Official Journal of the European Communities*.

Done at Brussels, 28 June 2002.

For the Commission

Franz FISCHLER

Member of the Commission

[1] OJ L 86, 31.3.1994, p. 1.
[2] OJ L 86, 31.3.1994, p. 3.
[3] OJ L 208, 1.8.2001, p. 46.

AGREEMENT

between the European Community and Australia amending the Agreement on trade in wine

THE EUROPEAN COMMUNITY, hereinafter 'the Community', of the one part,

and

AUSTRALIA, of the other part,

Having regard to the Agreement between the Community and Australia on trade in wine, signed in Brussels and Canberra respectively on 26 and 31 January 1994, as last amended by the Agreement of 25 July 2001,

Whereas:

Annex I, point 1(b), of that Agreement authorises the use of cation exchange resins for the stabilisation purpose of Australian wines imported and marketed in the Community. This authorisation is granted provisionally until 30 June 2002.

Pending a final decision on the treatment with cation exchange resins, it is advisable to extend the authorisation of this treatment for Australian wines until 30 June 2003,

HAVE AGREED AS FOLLOWS:

Article 1

The Agreement between the European Community and Australia on trade in wine, signed in Brussels and Canberra respectively on 26 and 31 January 1994, as last amended by the Agreement of 25 July 2001, shall be amended as follows.

In Annex I, point 1(b), the date '30 June 2002' shall be replaced by '30 June 2003'.

Article 2

This Agreement shall enter into force on 1 July 2002.

Article 3

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.

IN WITNESS WHEREOF the undersigned have signed this Amendment.

Hecho en Bruselas, el 6 de agosto de dos mil dos.

Udfærdiget i Bruxelles, den sjette august to tusinde og to.

Geschehen zu Brüssel am sechsten August zweitausendundzwei.

Έγινε στις Βρυξέλλες, στις έξι Αυγούστου δύο χιλιάδες δύο.

Done at Brussels, on the sixth day of August in the year two thousand and two.

Fait à Bruxelles, le 6 août deux mille deux.

Fatto a Bruxelles, addì sei agosto duemiladue.

Gedaan te Brussel, zes augustus tweeduizend en twee.

Feito em Bruxelas, em seis de Agosto de dois mil e dois.

Tehty Brysselissä kuudentena päivänä elokuuta vuonna kaksituhattakaksi.

Utfärdat i Bryssel den sjätte augusti tjugohundratvå.

Por Australia
For Australien
Für Australien
Για την Αυστραλία
For Australia
Pour l'Australie
Per l'Australia
Voor Australië
Pela Austrália
Australian hallituksen puolesta
På Australiens vägnar

Joana HEWITT

Por la Comunidad Europea
For De Europæiske Fællesskaber
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

Alexander TILGENKAMP

CORRIGENDA

Corrigendum to Commission Regulation (EC) No 2031/2001 of 6 August 2001, amending Annex I to Council Regulation (EEC) No 2658/87 on the tariff and statistical nomenclature and on the Common Customs Tariff

(Official Journal of the European Communities L 279 of 23 October 2001)

On page 922:

Order No 88, CN code 2009 61 90, in the column 'Rate of duty':

for: ' ',

read: '22,4';

Order No 89, CN code 2208 40 91, in the column 'Description':

for: 'Of a value not exceeding …',

read: 'Of a value exceeding …';

and in the column 'Rate of duty':

for: '0,3 €/% vol/hl',

read: '0,2 €/% vol/hl'.