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# Canada-EU agreements and joint statements

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CANADA 25  
UNION EUROPÉENNE



Canadian Mission to the  
European Union

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Dept. of Foreign Affairs  
Min. des Affaires étrangères

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The year 2001 marks an important milestone in the relationship between Canada and the European Union. It is the 25th anniversary of the Canada-European Communities Framework Agreement for Commercial and Economic Cooperation. We also celebrate the 5th anniversary of the Joint Political Declaration and Canada-EU Action Plan.

Since the Framework Agreement was signed in 1976, economic, political, cultural and social ties have increased steadily in number and scope. The twice-yearly summits punctuate the ever-widening dialogue. To mark this 25th anniversary, we wanted to compile the integral texts of the numerous joint Canada-EU agreements and statements that have been concluded during the past 25 years.

**James Bartleman**

Canadian Ambassador to the European Union

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# Overview of Canada - European Union Agreements

## Introduction

Canada's diplomatic relations with the European Union (EU) date back to 1958 when Canada accredited its first Ambassador to the European Economic Community (EEC). Since then, this dynamic relationship has continued to evolve and gain momentum. A flurry of important new agreements since the early 1990s is evidence that this relationship is stronger than ever.

Three general agreements provide the foundation for this special relationship:

- the Canada-European Communities Agreement on Economic Cooperation of 1976
- the Canada-European Communities Declaration on Transatlantic Relations of 1990
- the Canada-European Union Joint Political Declaration and Action Plan of 1996

A growing list of sectoral agreements builds upon the base established by these general agreements. The fact that all these agreements are still in force demonstrates the vitality of this transatlantic relationship.

## Framework Agreements

### Agreement on Economic Cooperation:

Under the Canada-European Communities Agreement on Economic Cooperation (1976), Canada and the EU are committed to develop and diversify their reciprocal commercial exchanges, and to foster economic cooperation. To oversee

and promote this collaboration, the agreement established the Joint Cooperation Committee, composed of Canadian and European Commission representatives.

### Declaration on Transatlantic Relations:

The Canada-European Communities Declaration on Transatlantic Relations (1990) builds upon previously existing agreements and establishes a political framework for Canada-EU relations. It emphasizes the values shared by Canada and the EU by establishing principles of partnership and common goals. It provides for regular consultations between the Prime Minister, his or her counterpart in the European Presidency, and the President of the Commission.

### Joint Political Declaration and Action Plan:

The Canada-European Union Joint Political Declaration and Action Plan (1996) fosters direct links between the peoples of Canada and the European Union. The agreement enhances cooperation on economic issues by further strengthening economic and trade relations, both bilaterally and multilaterally. Moreover, it addresses foreign policy and security issues such as Euro-Atlantic security; cooperation on global issues; regional cooperation; and development and humanitarian assistance.

It also deals with transnational issues such as the environment, migration, terrorism and international crime.



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## **Sectoral Agreements**

### **Agreement on Research in Peaceful Uses of Nuclear Energy:**

The Canada-EURATOM Agreement on Peaceful Uses of Nuclear Energy (1959) enshrines closer cooperation between Canada and the EU in order to develop and promote peaceful uses of atomic energy.

### **Agreement on Fisheries:**

The Canada-European Communities Agreement on Fisheries (1981) is designed to ensure the conservation and rational management of the North Atlantic fishery resources. It commits Canada and the EU to co-ordinate the management of those resources, either bilaterally or multilaterally. It also endeavours to increase cooperation between Canada and the EU by harmonizing regulatory measures and by facilitating the exchange of fishery statistics.

### **Agreement on S&T Cooperation:**

The Canada-European Union Agreement on Scientific and Technological Cooperation (1995) establishes a reciprocal relationship which permits Canadian researchers and research organizations to participate in EU consortia conducting research and technology development under the auspices of the EU Framework Program. This agreement assures equivalent access for EU researchers to Canadian programs, also on a non-funded basis. It provides for reciprocal access in the fields of agriculture, fisheries, forestry and bio-medicine, information and telecommunications technologies, non-nuclear energy,

environment and mineral research and technological development.

### **Amendment of the Agreement on S&T Cooperation:**

The 1995 Agreement was amended at the December 1998 Canada-EU Summit, so as to cover research in all sectors – including biotechnology – instead of being limited to the aforementioned list of specified fields.

### **Education and Training Agreement:**

The Canada-European Communities Education and Training Agreement (1996) establishes a program to facilitate student transatlantic mobility. The program allows for private and public sector partnerships to provide internships. It has granted funding for physical and virtual student exchange programs, related teaching assignments, and the joint development of innovative technology-mediated teaching materials. To date, more than 25 projects, involving dozens of universities and colleges from all across Canada as well as 80 European educational institutions, have taken shape. Over 900 Canadian and European students have participated in the program.

In December 2000, an Agreement renewing this programme was signed (see below).

### **Humane Trapping Agreement:**

The Canada-European Union Humane Trapping Agreement (1997) establishes the stringent scientific basis by which standards will be applied to all trapping methods involving mechanical devices with respect to the capture of 19 species of wild mammals. These standards will apply regardless of the rea-



sons for capture, whether for pest control, conservation, fur or food. As such, the agreement provides a clear framework that will allow the fur industry in both Canada and the EU to develop and maintain jobs. It is also the first document to specifically address international standards of animal welfare.

### **Mutual Recognition Agreement – Conformity Assessment:**

The Canada-European Union Mutual Recognition Agreement (Conformity Assessment) (1998) is a bilateral market access agreement that provides for the acceptance of product approvals prepared in the exporter's jurisdiction to the importing party's regulatory requirements. It covers the following regulated sectors: telecommunications equipment and electromagnetic compatibility; recreational boats; medical devices and pharmaceutical goods manufacturing practices; and electrical safety. The MRA will reduce regulatory burdens and transaction costs for globally oriented firms operating in these important high technology sectors.

### **Agreement on Cooperation in Nuclear Research:**

Canada and the EU signed an Agreement on Cooperation in Nuclear Research at the December 1998 Canada-EU Summit. This Agreement provides access for Canadian researchers engaged in research on peaceful uses of nuclear energy to EU research projects - potentially including those managed by the European Atomic Energy Community (EURATOM) for decommissioning nuclear reactors in Central and Eastern Europe. European researchers will receive access to Canadian nuclear pro-

grams. This access could not take place without a specific agreement.

### **GATT Article XXIV:6 Agreement:**

The Canada-European Community GATT Article XXIV:6 Agreement (1996) rectified the displacement of Canadian exports to the EU that occurred as a result of the accession of Sweden, Finland, and Austria. Under the rules of the WTO (XXIV:6), Canada was entitled to compensation for this displacement. The agreement improved Canada's access to the EU market for, among other goods, oats, pork, and canary seed.

### **Customs Cooperation Agreement:**

The Canada-European Union Customs Cooperation Agreement (1997) expands the exchange of information between Canadian and EU customs authorities. It facilitates trade, improves the ability to combat customs fraud, and further enhances the close working relationship that exists in this field between Canada and the European Union.

### **Canada-EU Veterinary Agreement:**

Canada and the EU signed a framework trade agreement at the December 1998 Canada-EU Summit covering two-way trade in animals, animal products, fish and fish products which provides for future mutual recognition of sanitary measures.

This agreement allows recognition of equivalent sanitary measures for these products while maintaining high levels of protection of human and animal health. It will facilitate trade, and is supportive of the general objectives of the World Trade Organization (WTO) Sani-

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tary and Phytosanitary (SPS) Agreement.

### **Agreement on Competition Policy and Law:**

The agreement, signed in June 1999, establishes a cooperation system between the authorities responsible for competition law enforcement (the Competition Bureau and the European Commission). The purpose is to increase the effectiveness of enforcement by both authorities, and to reduce the risk of reaching conflicting or incompatible decisions in individual cases. The two will coordinate their enforcement activities with regards to monopolies, cartels and other illegal activities by multinational corporations. The agreement provides for reciprocal notification of cases which

may affect the other party and for the exchange of information. Either Canada or the EU may request enforcement action to be taken against anti-competitive behaviour which is harming its industry or consumers, but which is taking place in the other's territory.

### **Agreement renewing a Cooperation Programme in Higher Education and Training:**

The agreement, signed in Dec. 2000, allows for the continuation of a joint program designed to increase transatlantic student mobility, institutional partnerships and the exchange of knowledge and expertise in higher education and training.



# Framework Agreement for Commercial and Economic Cooperation between Canada and the European Communities

The Council of the European Communities, on behalf of the European Economic Community, and the Commission of the European Communities, on behalf of the European Atomic Energy Community, of the one part;

and the Government of Canada, of the other part;

INSPIRED by the common heritage, special affinity and shared aspirations which unite Canada and the countries of the European Communities;

RECOGNIZING that Canada and the European Communities desire to establish a direct link with each other which will support, complement and extend cooperation between Canada and the Member States of the European communities;

RESOLVED to consolidate, deepen and diversify their commercial and economic relations to the full extent of their growing capacity to meet each other's requirements on the basis of mutual benefit;

CONSCIOUS of the already substantial flow of trade between Canada and the European Communities;

MINDFUL that the more dynamic trade relationship which both Canada and the European Communities desire calls for close cooperation across the whole range of commercial and economic endeavour;

PERSUADED that such cooperation should be realized in evolutionary and pragmatic fashion, as their policies develop;

DESIRING furthermore to strengthen their relations and to contribute together

to international economic cooperation;

HAVE decided to conclude a Framework Agreement for commercial and economic cooperation between Canada of the one part

and the European Economic Community and the European Atomic Energy Community of the other part;

and to this end have designated as their plenipotentiaries:

The Council and the Commission of the European Communities

*Mr. Max Van der Stoep*

President of the Council of the European Communities

*Sir Christopher Soames*

Vice President of the Commission of the European Communities

The Government of Canada

*The Honourable Allan J. MacEachen*

Secretary of State for External Affairs

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

HAVE agreed as follows:

## Article I

### Most-Favoured-Nation Treatment

In accordance with the rights and obligations under the General Agreement on Tariffs and Trade, the Contracting Parties undertake to accord each other, on an equal and reciprocal basis, Most-Favoured-Nation Treatment.



## Article II

### Commercial Cooperation

1. The Contracting Parties undertake to promote the development and diversification of their reciprocal commercial exchanges to the highest possible level.

To this end, they shall, in accordance with their respective policies and objectives,

(a) cooperate at the international level and bilaterally in the solution of commercial problems of common interest;

(b) use their best endeavours to grant each other the widest facilities for commercial transactions in which one or the other has an interest;

(c) take fully into account their respective interests and needs regarding access to and further processing of resources.

The Contracting Parties shall use their best endeavours to discourage, in conformity with their legislation, restrictions of competition by enterprises of their respective industries, including pricing practices distorting competition.

The Contracting Parties agree, upon request, to consult and review these matters in the Joint Cooperation Committee referred to in Article IV.

## Article III

### Economic Cooperation

1. The Contracting Parties, in the light of the complementarity of their economies and of their capabilities and long-term economic aspirations, shall foster mutual economic cooperation in all fields deemed suitable by the Contracting Parties. Among the objectives of such cooperation shall be:

- the development and prosperity of their respective industries;

- the encouragement of technological and scientific progress;
- the opening up of new sources of supply and new markets;
- the creation of new employment opportunities;
- the reduction of regional disparities;
- the protection and improvement of the environment;
- generally to contribute to the development of their respective economies and standards of living.

2. As means to such ends, the Contracting Parties shall as appropriate encourage and facilitate inter alia:

- broader inter-corporate links between their respective industries, especially in the form of joint ventures;
- greater participation by their respective firms in the industrial development of the Contracting Parties on mutually advantageous terms;
- increased and mutually beneficial investment;
- technological and scientific exchanges;
- joint operations by their respective firms and organisations in third countries.

3. The Contracting Parties will as appropriate encourage the regular exchange of industrial, agricultural and other information relevant to commercial economic cooperation as well as the development of contacts and promotion activities between firms and organisations in these areas in the Communities and Canada.

4. Without prejudice to the relevant provision of the Treaties establishing the Communities, the present Agreement and any action taken thereunder shall in no way affect the powers of the Member States of the Communities to under-



take bilateral activities with Canada in the field of economic cooperation and to conclude, where appropriate, new economic cooperation agreements with Canada.

## **Article IV**

### **Joint Cooperation Committee**

A Joint Cooperation Committee shall be set up to promote and keep under review the various commercial and economic cooperation activities envisaged between Canada and the Communities. Consultations shall be held in the committee at an appropriate level in order to facilitate the implementation and to further the general aims of the present Agreement. The Committee will normally meet at least once a year. Special meetings of the Committee shall be held at the request of either party. Sub-committees shall be constituted where appropriate in order to assist the committee in the performance of its tasks.

## **Article V**

### **Other Agreements**

1. Nothing in this Agreement shall affect or impair the rights and obligations of the Contracting Parties under the General Agreement on Tariffs and Trade.
2. To the extent that the provisions of the present Agreement are incompatible with the provisions of the Agreement between the European Atomic Energy community and Canada of October 6, 1959, the provisions of the present Agreement shall prevail.
3. Subject to the provisions concerning economic cooperation in Article III, paragraph 4, the provisions of this Agreement shall be substituted for provisions of agreements concluded between Mem-

ber States of the Communities and Canada to the extent to which the latter provisions are either incompatible with or identical to the former.

## **Article VI**

### **European Coal and Steel Community**

A separate Protocol is agreed between the European Coal and Steel Community and its Member States on the one hand and Canada on the other hand.

## **Article VII**

### **Territorial Application**

This Agreement shall apply to the territory of Canada and to the territories to which the Treaties establishing the Communities apply, on the conditions laid down in those Treaties.

## **Article VIII**

### **Duration**

This Agreement shall enter into force on the first day of the month following that during which the Contracting Parties have notified each other of the completion of the procedures necessary for this purpose. It shall be of indefinite duration and may be terminated by either Contracting Party after five years from its entry into force, subject to one year's notice.

## **Article IX**

### **Authentic Languages**

This Agreement is drawn up in two copies in the Danish, Dutch, English, French, German and Italian languages, each of these texts being equally authentic.



## The Canada-European Communities Declaration on Transatlantic Relations

Prime Ministers Brian Mulroney and Giulio Andreotti today agreed on a "Declaration on European Community-Canada Relations".

The Declaration establishes principles of partnership and common goals for Canada and the European Community. It calls for regular consultations among the Prime Minister, his counterpart in the European Presidency, and the President of the European Commission.

The Declaration builds on existing agreements and establishes a political framework for Canada-EC relations in the years to come.

Commenting on the adoption of the Declaration, Mr. Mulroney stated that it emphasizes common values shared by Canada and the European Community and underlines the importance Canada attaches to strengthening transatlantic links.

### Declaration on EC-Canada Relations

The European Community and its member States on one side, and Canada on the other,

BONDED by their common heritage and close historical, political, economic and cultural ties,

GUIDED by their faith in the values of human dignity, intellectual freedom and civil liberties and in the democratic institutions which have evolved on both sides of the Atlantic over the centuries,

CONSIDERING the recent revolutionary changes that have transformed the face of Europe and the new hope for durable peace and cooperation among nations on the basis of those universal values,

RECOGNIZING that transatlantic solidarity has played a historical role in presenting peace and freedom and can greatly contribute in the future to the continued stability and prosperity of Europe and North America,

RESOLVED to strengthen security, economic cooperation and human rights in Europe by every possible means, both in the framework of the CSCE, and in other fora,

NOTING the firm commitment of Canada and the EC member states concerned to the North Atlantic Alliance and to its principles and purposes,

DETERMINED to strengthen peace, foster economic well-being and social progress throughout the world, and cooperate in meeting the challenges confronting all their nations,

BUILDING on the privileged relationship established by the Framework Agreement for Commercial and Economic Cooperation between the European Communities and Canada, signed in 1976, as well as by the arrangements agreed in 1988 on a political dialogue,

BEARING in mind the accelerating process by which the European Community is acquiring its own identity in economic and monetary matters, in foreign policy and in the domain of security,

DETERMINED further to strengthen transatlantic solidarity through the variety of their international relations,

have decided to endow their mutual relations with a long-term perspective.

### Common goals

Canada and the European Community and its member states solemnly re-



affirm their determination to further strengthen their partnership; in accordance with their common values and their commitment to the aims and principles of the UN Charter, they shall in particular work together to:

-support democracy, the rule of law, and respect for human rights and individual liberty,

-safeguard peace and promote international security, especially by cooperating with other nations of the world against aggression and coercion and other forms of violence by strengthening the role of the United Nations and other international organisations, and by contributing to the settlement of conflicts in the world,

-pursue policies aimed at achieving a sound world economy marked by sustained economic growth with low inflation, a high level of employment, equitable social conditions and a stable international financial system,

-promote market principles, reject protectionism and expand, strengthen and further open the multilateral trading system,

-reaffirm their commitment to help developing countries in their efforts towards political and economic reforms by improving development assistance, broadening market access, strengthening the debt strategy and encouraging the efficient use of foreign assistance and national resources,

-provide adequate support, in cooperation with other states and organisations, to the countries in Europe undertaking fundamental economic political reforms and encourage their participation in the multilateral institutions of international trade and finance.

## **Principles of Partnership**

To achieve their common goals, they will consult on humanitarian, political and economic issues to ensure that their efforts will have maximum effect. On matters of mutual interest, and in particular within international bodies, they will exchange information and seek close cooperation, in the spirit of this Declaration.

Ad hoc consultations, to be held as the need arises, will greatly benefit from the mutual knowledge and understanding acquired through the regular meetings listed in the last section of this Declaration.

## **Economic, Scientific and Cultural Cooperation**

Both sides recognize the importance of strengthening the multilateral trading system. They will support further steps towards liberalization, transparency, and the implementation of GATT and OECD principles concerning both trade in goods and services, and investment.

They will further develop their dialogue, which is already underway, on other matters such as technical and non-tariff barriers to industrial and agricultural trade, services, competition policy, transportation policy, standards, telecommunications, high technology, and other relevant areas.

They will support the activities of the IBRD, IMF, OECD, G.24, EBRD and other multilateral fora.

Their mutual cooperation shall also be strengthened in various other fields which directly affect the well-being of their citizens, such as exchanges and joint projects in science and technology, including space, research in medicine, environmental protection, energy con-



servation, and the safety of nuclear and other installations, and in communication, culture and education, including academic and youth exchanges.

### **Trans-national Challenges**

Canada and the European Community and its member states will join their efforts in meeting trans-national challenges in the interest of their own peoples and of the rest of the world. In particular, they assign a high priority to:

- the combatting and prevention of terrorism,

- the fight against the production and consumption of drugs and related criminal activities, such as illegal trafficking and the laundering of money,

- the control of the proliferation of the instruments of war and weapons of mass destruction,

- the protection of the environment and the pursuit of sustainable development within each country as well as the preservation of the fragile global ecosystem, which calls for effective international action and multilateral cooperation,

- appropriate measures concerning large-scale migration and the flow of refugees.

### **Institutional Framework for Consultation**

Both sides will make full use of the mechanisms established under the EC/Canada Framework Agreement and enhance their consultative arrangements through:

- regular meetings, in Canada and in Europe, between the Prime Minister of Canada on one side and, on the other, the President of the European Council and the President of the Commission:

- bi-annual meetings, alternately on each side of the Atlantic, between the President of the Council of the European Communities, with the Commission, and the Secretary of State for External Affairs of Canada;

- annual consultations between the Commission and the Canadian Government;

- briefings by the Presidency to Canadian representatives following EPC meetings at the Ministerial level.

Both sides are resolved to develop and deepen the existing procedures for consultation in the light of the evolution of the European Community and of its relationship with Canada.

Both sides welcome the actions taken by the European Parliament and the Canadian Parliament in order to improve their dialogue and thereby bring closer together the peoples on both sides of the Atlantic.



## Joint Political Declaration on Canada-EU Relations

Mindful of the ties of history, tradition, culture, and kinship that bind us, and of our community of values we, Canada and the European Union, agree to further enhance our cooperation in pursuit of common objectives and on the basis of deeply-held, shared, principles. This joint endeavour is given special meaning by the trading relationship that has characterised the transatlantic region since the age of discovery, and by a commitment to common security and democratic values that have led Canadians and Europeans to join in defence of freedom and democracy in Europe and elsewhere. Our deep attachment to democracy and the rule of law, our shared commitment to the protection of human rights, and our promotion of free market economies, the 1976 Framework Agreement and the 1990 Declaration on Canada-EC Relations, all of these give special meaning to the actions we will undertake together. In this context, we may associate all interested participants, including the Canadian provinces and other sub-national entities in their respective areas of competence, in developing transatlantic contacts and in implementing the Joint Action Plan.

The transatlantic community benefits from a long tradition of cooperation in international security and defence. In view of the new security environment on the European continent, we are committed to the construction of a European security architecture in which the North Atlantic Treaty Organisation, the European Union, the Western European Union, the Organisation for Security and Cooperation in Europe and the Council of Europe have complementary and mutually reinforcing roles to play.

We will cooperate actively to give new

impetus to democratic development, good governance, the rule of law, and human rights. Preventive diplomacy, peace-keeping and peace-building will receive increased attention in the future. We will cooperate closely on the former Yugoslavia. We will jointly strive to rebuild a viable civil society in this war torn region and to create the conditions necessary for a lasting peace.

On the basis of our shared experience in assisting the new democracies of Central and Eastern Europe, Russia, Ukraine and other NIS, we will work together seeking to entrench stability, democracy, free markets and economic growth in the region.

We will take new steps to enhance our collaboration in all appropriate fora dealing with arms control and the non-proliferation of weapons of mass destruction. In the area of conventional arms control, including the objective of eliminating anti-personnel land-mines, we have agreed to make a special effort. In response to the challenges posed by the threats to global security, and the transnational impact of global trends, we will enhance cooperation to deal better with issues such as environmental degradation, nuclear safety, uncontrolled migration, terrorism and international crime. We will seek to enlist the support of other members of the UN to promote effective international regimes wherever needed.

Recalling the priority we attach to development aid, notably with respect to the least developed countries, we agree to reinforce our coordination in multi-lateral fora and cooperate more actively at the bilateral level.

We will promote economic prosperity by adopting measures to strengthen our



trading relationship and increase business-to-business contacts and give priority to resolving pending bilateral trade disputes and to enhancing the development of bilateral trade flows. In doing so, we will emphasize cooperation and the rules-based resolution of disputes as guiding principles. Our focus will be on practical results in reducing and removing barriers to trade. We will also work closely in the World Trade Organisation in an effort to open new markets and increase prosperity.

In addition to the common approach between Canada and the European Union in combatting secondary embargoes, we will work together under the Action Plan in order to avoid unilateralism and the extraterritorial application of laws.

In order to secure the long-term future of our bilateral relationship we agree to place special emphasis on the people to people links that form a bridge across the Atlantic. In order to renew our ties based on shared cultures and values, we will encourage contacts between our citizens at every level, especially among our youth. We will also remove unnecessary barriers between people by making it easier for our respective business men and women to make contact and to identify new commercial opportunities.

In recognition of the impact information technology has had on scientific and academic development, we will take imaginative new steps to enhance collaboration on science and technology. Cognisant of the new realities of globalization and the emerging information society, including the opportunities offered to increase prosperity, we will cooperate to develop information and communication strategies that respect cultural and linguistic diversity.

To ensure that our elected officials remain engaged and sensitive to the new currents of our dynamic relationship, we will actively promote contacts between our Parliamentarians, as well as our young people, and our artists and creators, on issues of common concern.

In order to achieve our common goals we today adopt this Joint Political Declaration and its Joint Action Plan aimed at furthering our bilateral cooperation. These documents do not affect any legal position of Canada, the European Community, or its Member States, nor do they prejudice the respective legal positions of Canada and the Kingdom of Spain in the "Fisheries Jurisdiction Case" before the International Court of Justice. The Action Plan is based on our community of values, which is the source of our strength in so many fields. We are committed to sharing these values, and the benefits they bestow, with other countries that may seek our cooperation and support. In this respect, we will consider with the United States, on a case-by-case basis, trilateralisation in specific areas covered by the Joint Action Plan.

As our dynamic relationship continues to evolve we stand ready to respond to new challenges and opportunities by updating and amending our mutual agenda to meet future demands.

DONE at Ottawa, in duplicate, this 17th day of December, 1996, in the English and French languages, both versions being equally valid.



## Joint Canada-EU Action Plan

This Action Plan is designed to strengthen and expand Canada-EU relations. It consists of four parts:

- Economic and Trade Relations
- Foreign Policy and Security Issues
- Transnational Issues
- Fostering Links.

The Action Plan will apply the Joint Political Declaration and be implemented on the basis of the mechanisms established under the 1976 Canada-EC Framework Agreement for Commercial and Economic Cooperation, the Declaration on Canada-EC Relations of 22 November 1990, and, as appropriate, other bilateral or multilateral instruments. Canada-EC Summits will assess results and perspectives.

### I. Economic and Trade Relations

Canada and the EU are important economic partners who share a common outlook and philosophy with regard to international trade and commerce. They commit themselves to strengthening the multilateral trading system and to facilitating their bilateral trade and investment flows.

#### 1. Reinforcing the multilateral trading system

##### a) Strengthening the WTO

They will:

-promote adherence to the multilateral trade regime, including the effective functioning of the WTO dispute settlement system, and work to secure the full implementation of the Uruguay Round Agreements by all WTO Members;

-work to ensure a successful and substantive follow-up to the December 1996

Singapore Ministerial meeting;

-cooperate on the accession of new WTO members on the basis of respect for WTO rules and the achievement of meaningful market access;

-promote the effective management and operation of the WTO.

##### b) Uruguay Round unfinished negotiations

They will work together for and commit themselves to the successful completion of the negotiations on telecommunications and financial services, aiming at the conclusion of genuine multilateral agreements based on the MFN principle, as well as ensuring multilateral liberalisation of maritime transport.

##### c) Government procurement

-They agree on the general objectives of encouraging all WTO members to accede to the WTO Government Procurement Agreement (GPA) and of improving its disciplines.

-They commit themselves to a full implementation of their commitments under the GPA and to the on-going WTO negotiations related to government procurement and will promote the launch of further negotiations aimed at covering substantially all government procurement and including all WTO members.

-They agree to initiate work on a multilateral arrangement on transparency, openness and due process in government procurement, which would also help to reduce corruption as an impediment to trade.

##### d) New issues on the trade policy agenda

They will address together, in the WTO and other international fora, the



new issues on the trade agenda, in particular:

(i) *Environment*: They will follow-up on the report of the WTO Committee on Trade and Environment (CTE) for the Singapore Ministerial by working within the CTE to ensure that trade and environment policies are mutually supportive.

(ii) *Investment*: They will strive for a successful conclusion of the negotiations on a Multilateral Agreement on Investment (MAI) in the OECD framework, enshrining strong principles on international investment liberalisation and protection.

They agree to promote work on trade and investment within the WTO and to make every effort to create the conditions required for the launching of negotiations on investment in the WTO, which should not prejudice the results of the MAI negotiations.

(iii) *Competition*: They will pursue work on the scope for multilateral action in the fields of trade and competition policy with a view to putting the question on the agenda of future WTO proceedings with the objective of possible rule making.

(iv) *Labour standards*: They confirm their endorsement of the provisions on core labour standards contained in the WTO Ministerial Declaration adopted at Singapore on 13 December 1996.

#### **e) Opening new markets**

They will cooperate in creating additional trading opportunities, bilaterally and throughout the world in conformity with WTO rules.

They will consult about recent respective initiatives in the area of market access.

They will work toward the conclusion

of a multilateral Information Technology Agreement as soon as possible.

In the perspective of the WTO Singapore meeting they will pursue all possibilities for further trade liberalisation.

#### **f) Intellectual property rights (IPR)**

They will:

- cooperate to ensure the full implementation of the TRIPs Agreement and improve the level of IPR protection throughout the world.

- work together to conclude successfully the work in progress to develop improved standards of IPR protection in WIPO.

#### **g) Standards and technical regulations**

They will cooperate to ensure the full implementation of the Technical Barriers to Trade and Sanitary and Phytosanitary Agreements, and give consideration to developing further initiatives in the WTO to eliminate technical barriers to trade.

## **2. Reinvigorating the bilateral economic relationship**

They will consider with the United States, on a case-by-case basis, trilateralisation between Canada, the European Union and the United States for subjects included in the New Transatlantic Market Place.

#### **a) Dealing with bilateral trade disputes and facilitating trade**

They will give priority to resolving pending bilateral trade disputes and to enhancing the development of bilateral trade flows. They commit themselves to a more effective use of, and where necessary to improve, existing mechanisms, including those under the 1976 Framework Agreement for Commercial and



Economic Cooperation, to provide early warning of potential trade and investment disputes and to address the increase of trading and business opportunities.

#### **b) Joint study**

They will carry out a joint study on ways of facilitating trade in goods and services and further reducing or eliminating tariff and non-tariff barriers.

#### **c) Standards certification and regulatory issues**

They will rapidly conclude a bilateral agreement on mutual recognition of conformity assessment, which includes certification and testing procedures for several sectors.

They will strengthen regulatory cooperation, in particular by encouraging regulatory agencies to give high priority to cooperation with their transatlantic counterparts, so as to address and prevent technical and other non-tariff barriers to trade and investment resulting from different regulatory processes at all levels.

#### **d) Competition policy**

They aim to bring the bilateral cooperation agreement in the area of competition policy into force in 1997.

#### **e) Government procurement**

They will work to expand the access at all levels to their respective public procurement markets, on the basis of fair and balanced opportunities. They will also examine other issues of common interest to advance liberalisation of public procurement markets.

#### **f) Financial services**

They will cooperate with a view to facilitating market access to their respective financial services industries.

#### **g) Intellectual property rights (IPR)**

They will renew their efforts to resolve

all remaining bilateral IPR problems.

#### **h) Customs and indirect taxation**

(i) They will endeavour to reach a bilateral agreement on customs cooperation and mutual assistance in early 1997. This agreement should cover:

- with regard to customs cooperation:

- the simplification of customs procedures, computerisation, including data exchange and common access to databases, methods of work, exchange of officials and cooperation within international organisations;

- and with regard to mutual assistance:

- the provision of information on request, including the carrying out of surveillance and enquiries and the spontaneous exchange of information on all matters related to the application of Canadian/Community customs legislation, including the exchange of enforcement information for the proper application of customs law and for the prevention and combatting of customs offenses.

(ii) They will establish, as much as possible, a common approach with regard to interpretation of the WTO Customs Valuation Code.

(iii) They will exchange information with respect to value-added taxation systems in both Canada and the Community.

#### **i) Anti-dumping and countervailing duties**

They will work together towards the achievement of multilateral consensus in the interpretation and implementation of the WTO rules concerning anti-dumping and countervailing duties.

#### **j) Fisheries**

NOTING:

-the Agreed Minute of 20 April 1995 and the subsequent adoption of its dif-



ferent elements in the NAFO context;

-Canada's decision to reopen its ports to EU-registered fishing vessels effective 21 June 1996 and that Canadian and EU enterprises can enter into joint commercial ventures;

They will follow up on the results of their bilateral fisheries negotiations of 1992 and 1995.

They express their determination to adopt all the necessary measures with a view to the early ratification and subsequent implementation of the United Nations Agreement on Straddling Fish Stocks and Highly Migratory Fish Stocks.

#### **k) Veterinary, sanitary and phyto-sanitary cooperation**

They will aim to conclude the ongoing negotiations on a bilateral agreement concerning equivalence in the veterinary sector, without delay. They will also cooperate on sanitary, phyto-sanitary and other veterinary matters.

#### **l) Transport**

They will jointly support the development of a global navigation satellite system and the multilateral cooperation mechanisms to achieve that goal.

They will cooperate on air traffic management and air safety.

They will exchange information on maritime transport of dangerous or polluting goods, further strengthen cooperation in the area of Port State Control, and develop cooperation on vessels traffic management information systems, including use of the European Permanent Traffic Observatory (EPTO).

#### **m) Energy**

They will consult regularly using existing mechanisms on energy and energy-related issues, and pursue the possibilities for joint or coordinated actions

where appropriate, notably in the field of energy trade, investment and deregulation, energy policy including environmentally related issues, energy technology, and nuclear questions. This also includes energy cooperation with third countries, and, in particular, the former centrally planned economies.

#### **n) Information society, information technology, and telecommunications**

They will:

-exchange views on the evolution of the information society (both information technology and content, including in the audio-visual sector) and promote joint cooperation for a better understanding of its importance for economic, social and cultural development and for the respect of cultural and linguistic diversity;

-exchange views and coordinate on regulatory issues, paying particular attention to pro-competitive policies and regulatory regimes, interconnection and interoperability, including standardisation issues, universal service, access to information and the protection of IPR;

-continue their joint work on telecommunications policy including the negotiation of a multilateral agreement on basic telecommunications services with a view to eliminating barriers to trade and investment and to ensuring effective possibilities for competition;

-exchange views on their respective development of the information highway in order to identify opportunities for joint development of business and public sector products and services, to provide new cultural links and to enhance their ability to promote cultural and linguistic diversity;

-cooperate on the integration of the developing countries into the global information society, in particular, through



joint support of the actions arising from the Information Society and Development Conference in South Africa and through joint participation in the International Telecommunications Union;

-jointly support the implementation of the G-7 global projects on the information society including establishing broadband communication network links and institutional links among Canadian and European institutions in order to facilitate joint cooperation projects;

-address data protection and privacy issues with a view to facilitating data flows between Canada and the EU, while guaranteeing the rights of individuals.

#### **o) Statistical cooperation**

They will:

-continue their efforts to reconcile their respective statistics on investment and trade in goods and services;

-develop compatible methods of collecting and analyzing statistics.

### **3. Employment and growth**

Faced with the twin challenges of achieving economic growth and combating unemployment, they will cooperate in the follow-up to the G-7 Summit initiative and the G-7 Jobs Conference in Lille.

They will continue to exchange views on macro-economic issues in the light of the importance of a sound macro-economic framework, both for the development of an harmonious relationship and for the fostering of non-inflationary growth, the reduction of imbalances and international financial stability.

They will establish a dialogue on employment policy as well as labour related and social issues under the aegis of the

Joint Cooperation Committee. Such a dialogue may include: removing barriers to employment and disincentives to entering the labour market; integration of young people into the labour market; fostering workers mobility; approaches to training and innovations in the work place.

## **II. Foreign Policy and Security Issues**

As stated in the 1990 Declaration on Canada-EU Relations, Canada and the EU share a commitment to strengthening the transatlantic relationship and to the security and stability of Europe, the extension of democracy, respect for human rights, and the rule of law, in the wider world. They have a common interest in stimulating and supporting efforts aimed at resolving international and civil conflicts also by promoting peace-keeping and peace-building measures. They also share a commitment to working through relevant international organisations and implementing preventive diplomacy in conformity with international law.

In the spirit of the commitments and mechanisms identified in the 1990 Declaration, areas for common consultation and action will be jointly identified and periodically reviewed.

### **1. Strengthening cooperation on Euro-Atlantic security issues**

Recognising the indivisible character of Euro-Atlantic security they confirm that NATO remains, for its members, the centrepiece of transatlantic security, providing the indispensable link between North America and Europe.

In the context of the relevant institutions and in the light of their evolution,



they will continue to work together to promote common security, including through the design of a new European Security Architecture.

They will work together in ensuring that the process of integration into European and transatlantic security structures occurs in a manner which enhances the common security preserved by the transatlantic link.

## **2. Strengthening cooperation on global issues**

### **a) United Nations**

They will coordinate their efforts to resolve the financial crisis of the United Nations and consult on reform of the UN system.

Wherever possible, they will coordinate more closely their positions in all appropriate UN bodies, including specialised agencies and subsidiary organs of the UN, in the spirit of transatlantic relations.

### **b) Global security, disarmament and non-proliferation**

They will cooperate to achieve further progress on disarmament measures and will co-ordinate their efforts to prevent the proliferation of nuclear, chemical and biological weapons by working towards the implementation of the CTBT, and promoting and strengthening of, and universal adherence to, the NPT, the early and effective implementation of the Chemical Weapons Convention and the conclusion of a verification regime for the Biological and Toxin Weapons Convention. They will promote efforts to negotiate a convention to ban the production of fissile material for weapons purposes and will cooperate within the G-7/P-8 on the safe and effective management of weapons fissile material designated as no longer required for de-

fence purposes. They will work to promote greater restraint and transparency in conventional arms transfers and cooperate to promote the further strengthening of the Convention on Certain Conventional Weapons and the elimination of the irresponsible use of anti-personnel mines.

### **c) Human rights and democracy**

They will:

- consult bilaterally and within the framework and the relevant bodies of the UN, especially the UN Commission on Human Rights, on human rights issues in general and particularly on measures to apply to countries where human rights are being violated;

- consult on election monitoring missions, regularly exchange information on the results of electoral missions and, whenever possible, cooperate in order to promote good governance, the rule of law, democratic institutions and civics education;

- consult and cooperate in the development of peace-building strategies aimed at, inter alia, the development of an effective framework for action;

- improve international coordination in post-conflict situations;

- work together to promote the rights of the child.

## **3. Regional cooperation**

Within the general framework of their consultations, Canada and the EU will enhance the level of their cooperation in specific areas where this might prove appropriate and fruitful. For the time being they reaffirm their interest in the following areas:

### **a) OSCE**

They will strengthen their coordination in the OSCE framework, including on conflict prevention and crisis man-



agement, confidence and security building measures, the new security model, and fostering democracy and human rights.

#### **b) The Balkans**

They will continue their work together to ensure the full implementation of the Dayton/Paris Peace Accords and of the relevant UN Security Council resolutions and to assist in the reconstruction of the region.

They will work together to safeguard and develop the political, legal, economic and human conditions needed for a full return of peace, stability, rule of law, and respect for human rights to former Yugoslavia. In the spirit of preventive diplomacy they will also cooperate in order to promote general conditions of stability in the region.

#### **c) Central and Eastern Europe**

They will consult and work together in order to support the process of transition towards full democracy and market economy in the countries of Central and Eastern Europe with specific reference to problems of common interest.

#### **d) Russia, Ukraine and other NIS**

They will consult on their respective policies with regard to Russia, Ukraine and other NIS with specific regard to problems and actions of common interest. This consultation will take place bilaterally and in multilateral fora such as the EBRD, IBRD and the IMF.

#### **e) Middle East**

They will consult on further steps necessary to promote peace and stability in the Middle East.

### **4. Development cooperation**

Recalling the priority they attach to development aid, notably with respect to the least developed countries, they agree to reinforce their coordination in

multilateral fora and cooperate more actively at the bilateral level.

### **5. Humanitarian assistance**

They will consult on improving the delivery of multilateral humanitarian assistance and the efficiency of UN humanitarian operations and, where appropriate, may undertake joint initiatives towards these ends.

## **III. Transnational Issues**

In an era of increasing globalization, Canada and the EU pledge to pool their efforts to respond effectively to the new challenges affecting their social and physical environment.

### **1. Preservation of the environment**

They will reinforce their efforts to improve the effectiveness of multilateral actions to protect the global environment including by strengthening the exchange of information and reporting on global environmental issues, such as biodiversity, climate change, depletion of the ozone layer, desertification and erosion, water quality, land-based sources of marine pollution, hazardous wastes, contaminated soils, and forest issues.

They will work together at the UN Commission on Sustainable Development (CSD) and will continue working on the successful conclusion of the CSD's work on the sustainable management of forests. They will also work together at UNEP, and at the Global Environmental Facility to encourage greater effort in the challenge of preserving the global environment.

They will enhance their bilateral dialogue by:

-exchanging information on the devel-



opment and possible use of economic and fiscal instruments in the implementation of environmental policy objectives;

- endeavouring to achieve better environmental performance towards greening their operations;

- exchanging information on their respective eco-labelling systems;

- extending cooperation on chemicals issues, such as prior informed consent for the trade in hazardous chemicals, harmonisation of classification and labelling, and reduction of risks from hazardous substances;

- exchanging information on the implementation of environmental impact assessments;

- co-operating in helping the countries of Central and Eastern Europe, Russia, Ukraine and other NIS address their environmental problems, including nuclear safety issues;

- developing multilateral agreements towards the mitigation and reduction of Persistent Organic Pollutants.

## **2. Arctic cooperation**

They will cooperate on the sustainable development and the environmental protection of the Arctic region.

## **3. Migration and asylum**

They will:

- cooperate on all issues related to the international movement of people;

- continue to jointly explore measures to combat illegal migration, including the smuggling of people and the trafficking of women and children across national boundaries in contravention of established immigration or refugee procedures;

- exchange information on asylum trends and on initiatives in the area of

asylum system reform and on the emergence of new phenomena such as asylum claims of unaccompanied children;

- increase cooperation in such areas as immigrant integration and address the root causes of migration;

- cooperate in response to situations involving the international displacement of persons, both bilaterally and in international fora;

- work towards the development of appropriate multilateral and bilateral cooperation for the management of migration and asylum movements;

- exchange information and experiences on the application of information technology to immigration projects and operations.

## **4. Fight against terrorism**

They will:

- work on assessing and responding, appropriately, to terrorist threats in particular through close cooperation in all areas concerned;

- study various international and domestic instruments to counter terrorism and the possibilities of co-operating more closely in this fight. This work should be based on the Guidelines for Action established in the Ottawa Ministerial Declaration on Countering Terrorism and recent developments in international fora such as the P8 experts meeting on terrorism.

## **5. Combatting international organised crime, drug trafficking, and misuse of the information highway**

They will:

- exchange information and coordinate their efforts, both bilaterally and in multilateral fora, in combatting drug traffick-



ing and in the fight to stem the spread of international organised crime;

- cooperate with the view to enhancing the effectiveness of the Dublin Group as the informal forum for coordination of international assistance in the areas of the fight against drugs;

- endeavour to reach an agreement in 1997 on combatting the diversion of precursor chemicals to illicit manufacture of drugs and psychotropic substances;

- coordinate their counter-narcotics assistance programmes and projects in the Caribbean;

- share information with a view to combatting money laundering;

- promote respect for public policy concerns (eg. privacy, hate propaganda, obscenity and law enforcement access) in enhancing transborder data flows on the information highway.

## **6. Cooperation in legal matters**

They will:

- identify means of strengthening international legal assistance, extradition mechanisms, and of co-operating in the obtaining of evidence and other relevant information;

- examine possible cooperation on judicial seizure and forfeiture of assets.

## **7. Cooperation in health**

Canada and the EU will work together to develop a co-operative approach which recognises the need to share information and experiences on health issues. Increasing globalization has led to the need to collaborate on a variety of health issues including those related to communicable diseases and the regulation of health goods and services.

They will exchange information on occupational respiratory diseases and

explore the possibility of cooperation between the European Agency for Safety and Health at Work and the International Centre for the Prevention of Occupational Respiratory Disease (ICPORD).

## **IV. Fostering Links**

History, language, commercial relations, and long-standing cultural exchanges have cemented transatlantic ties on culture and society. To allow this valuable relationship to grow further into the next century and beyond, new bridges need to be built between the peoples of Canada and the EU.

### **1. Strengthening educational and cultural links**

They will:

- further strengthen their cooperation through the Agreement on Higher Education and Vocational Training;

- encourage voluntary cooperation and dissemination of information for the mutual recognition of university studies, degrees, and professional qualifications;

- further cooperate in the cultural field by facilitating increased contacts between cultural institutions in Canada and in Europe;

- encourage the study of each other's systems of government, as well as histories, cultures and languages, including the possibility of creating a network of transatlantic centres of excellence;

- cooperate with a view to negotiating a bilateral arrangement in the audio-visual sector;

- facilitate co-productions within the framework of their respective regulatory regimes;

- promote the development of coopera-



tion in multi-media use, including audio-visual, inter alia in the areas of culture and education (e.g. children's programmes);

- promote joint programmes for the development of domestic content in the areas of culture and education;

- promote conferences, symposia and workshops on issues such as television and cultural expression, children's and educational programmes and violence on tv.

## **2. Strengthening and broadening science and technology cooperation**

Building on the Agreement for Scientific and Technological Cooperation between Canada and the EC, which entered into force in February 1996, they will further strengthen and broaden their cooperation in the area of science and technology.

Recognising that scientific and technological advances underlie their ability to meet global challenges and the fostering of economic growth and job creation, they will promote co-operative science and technology activities in support of topics identified in this document.

They will cooperate in the field of biotechnology and encourage regulatory cooperation, including with respect to genetically modified organisms.

## **3. Business-to-business contacts**

Canada and the EU will devote their best efforts to identify and support the establishment of transnational strategic business alliances, technology transfers and other forms of industrial cooperation. To this end, they will explore the scope for supporting business-to-business contacts, including round-tables, seminars and conferences on issues of mutual interest and, if appropriate, for fully utilising the existing mechanisms established by the 1976 Framework Agreement.

## **4. People-to-people links**

In order to promote closer links between people they will:

- facilitate the movement of each other's citizens across their respective borders;

- facilitate contacts between parliamentarians;

- encourage increased contacts between citizens and institutions in diverse fora: youth (including through working vacations), artists, professionals, indigenous people, think tanks, etc.;

- promote activities in the field of tourism;

- promote joint conferences, symposia and workshops in the context of the information society to encourage information exchange in particular to foster industrial and institutional relationships (eg. links between regions having similar interests).



# Agreement between the Government of Canada and the European Atomic Energy Community (EURATOM) for Cooperation in the Peaceful Uses of Atomic Energy

## Preamble

The Government of Canada and the European Atomic Energy Community (EURATOM), acting through its Commission (hereinafter referred to as "the Commission");

CONSIDERING that the Community has been established by the Kingdom of Belgium, the Federal Republic of Germany, the French Republic, the Italian Republic, the Grand Duchy of Luxembourg and the Kingdom of the Netherlands in the Treaty signed at Rome on March 25, 1957, with the aim of contributing to the raising of the standard of living in the Member States and to the development of exchanges with other countries by the creation of conditions necessary for the speedy establishment and growth of nuclear industries;

CONSIDERING that the Government of Canada and the Community have expressed their mutual desire for the development of close co-operation in the peaceful uses of atomic energy;

DESIRING to collaborate with each other in order to promote and enlarge the contribution which the development of the peaceful uses of atomic energy can make to welfare and prosperity in Canada and within the Community;

RECOGNIZING in particular that it would be to their mutual benefit to cooperate by establishing a joint programme of research and development;

CONSIDERING that an arrangement providing for cooperation in the peaceful uses of atomic energy would initiate a fruitful exchange of experience, pro-

vide opportunities for mutually beneficial action and reinforce solidarity within Europe and across the Atlantic:

HAVE AGREED as follows:

## Article I

1. The cooperation intended by this Agreement relates to the peaceful uses of atomic energy and includes

a. the supply of information, including that relating to

i. research and development,

ii. problems of health and safety,

iii. equipment, facilities and devices (including the supply of designs, drawings, and specifications), and

iv. uses of equipment, facilities, devices and material;

b. the supply of material;

c. the procurement of equipment and devices;

d. the use of patent rights;

e. access to and use of equipment and facilities.

2. The cooperation provided for in this Agreement shall be effected on terms and conditions to be agreed and in accordance with the applicable laws, regulations and other licensing requirements in force in Canada and within the Community.

3. Each Contracting Party shall be responsible toward the other for ensuring that the provisions of this Agreement are accepted and complied with as to Canada by all of its governmental enterprises and by all persons under its jurisdiction, and as to the Community, in accordance with the provisions of the above-mentioned Treaty, by all persons



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within the Community to whom authorization has been granted pursuant to this Agreement.

## **Article II**

Without limiting the generality of Article I, the cooperation envisaged in this Agreement will include a joint programme of research and development connected with the natural uranium fueled heavy water moderated type of nuclear reactor.

## **Article III**

1. (a) The Contracting Parties may make available to each other and to persons within the Community or under the jurisdiction of the Government of Canada, information at their disposal on matters within the scope of this Agreement.

(b) The supply of information received from any third party under terms preventing such supply shall be excluded from the scope of this Agreement.

(c) Information regarded by the supplying Contracting Party as being of commercial value shall be supplied only under terms and conditions specified by the said Contracting Party.

2. (a) The Contracting Parties shall encourage and facilitate the exchange of information between persons under the jurisdiction of the Government of Canada on the one hand and persons within the Community on the other hand on matters within the scope of this Agreement.

(b) Information owned by such persons shall be supplied only with the consent of and under terms and conditions to be specified by those persons.

## **Article IV**

1. (a) The Contracting Parties shall grant or cause to be granted, to each other or to persons within the Community or under the jurisdiction of the Government of Canada, on terms and conditions to be agreed, licences or sublicenses under patents owned by either Contracting Party, or as to which either has the right to grant licences or sublicenses on matters within the scope of this Agreement.

(b) The granting of licences or sublicenses under patents or licences received from any third party under terms preventing such grants shall be excluded from the scope of this Agreement.

2. (a) The Contracting Parties shall encourage and facilitate the granting, to persons within the Community or under the jurisdiction of the Government of Canada, of licences under patents, on matters within the scope of this Agreement, owned by persons under the jurisdiction of the Government of Canada or within the Community, respectively.

(b) Licences or sublicenses under patents or licences owned by such persons shall be granted only with the consent of, and under terms and conditions to be specified by, those persons.

## **Article V**

1. The Contracting Parties shall to such extent as is practicable provide technical advice to each other or to persons within the Community or under the jurisdiction of the Government of Canada, by the secondment of experts or in such other ways as may be agreed.

2. Each Contracting Party shall, wherever possible, provide in its own schools or facilities, and assist in obtaining elsewhere in Canada or within the Commu-



nity, training in subjects relevant to the peaceful uses of atomic energy for students and trainees recommended by the other.

### **Article VI**

The Contracting Parties agree that with the general or specific authorization of the Government of Canada or, when required by the Treaty establishing the European Atomic Energy Community (EURATOM), of the Commission, source material and special nuclear material may be supplied or received under this Agreement on commercial terms or as otherwise agreed, by the Governmental enterprises of Canada, by the Supply Agency of the Community, or by persons under the jurisdiction of the Government of Canada or within the Community.

### **Article VII**

The Contracting Parties shall, to such extent as is practicable, assist persons within the Community or under the jurisdiction of the Government of Canada in obtaining research and power reactors and in obtaining assistance in the design, construction and operation of such reactors.

### **Article VIII**

The Contracting Parties shall, to such extent as is practicable, assist each other in the procurement, by either Contracting Party or by persons within the Community or under the jurisdiction of the Government of Canada, of material, equipment and other requisites for atomic energy research, development and production within the Community or in Canada.

### **Article IX**

1. The Government of Canada and the Community each undertakes that material or equipment obtained pursuant to the present Agreement, and source material or special nuclear material derived from the use of any material or equipment so obtained, shall be employed solely for the promotion and development of the peaceful uses of atomic energy and not for any military purpose; and that to this end no material or equipment obtained pursuant to the present Agreement, or source or special nuclear material derived from the use of any material or equipment so obtained, shall be transferred to unauthorized persons or beyond its control except with the prior consent in writing of the Community or the Government of Canada, respectively.

2. The continuation of the cooperation envisaged in the present Agreement shall be contingent upon the mutually satisfactory application, for the purposes of Paragraph 1 of this Article, of the system for safeguards and control established by the Community in accordance with the Treaty establishing the European Atomic Energy Community (EURATOM) and of the measures for accounting for the use of material or equipment established by the Government of Canada.

3. Consultation and exchange of visits between the Contracting Parties shall take place to give an assurance to both of them that the Community's safeguards and control system and the measures for accounting for the use of material or equipment established by the Government of Canada are satisfactory and effective for the purposes of the present Agreement. In implementing these systems, the Contracting Parties



are prepared to consult with and exchange experiences with the International Atomic Energy Agency with the objective of establishing a system reasonably compatible with that of the International Atomic Energy Agency.

4. In recognition of the importance of the International Atomic Energy Agency, the Government of Canada and the Community shall consult from time to time to determine whether there are any areas of responsibility with regard to safeguards and control in which this Agency might be asked to assist.

### **Article X**

1. Except as otherwise agreed, the application or use of any information (including designs, drawings and specifications) and any material, equipment, and devices, exchanged or transferred between the Contracting Parties under this Agreement, shall be the responsibility of the Contracting Party receiving it, and the other Contracting Party does not warrant the accuracy or completeness of such information, nor the suitability of such information, material, equipment, and devices for any particular use or application.

2. The Contracting Parties recognize that adequate measures in respect of third party liability are necessary for the carrying out of the objects of this Agreement. The Contracting Parties will cooperate in developing and securing the adoption of mutually satisfactory general arrangements in respect of third party liability by the earliest possible date. If there is a delay in concluding such general arrangements, the Contracting Parties shall consult with a view to making mutually satisfactory ad hoc arrangements for the furtherance of specific transactions.

### **Article XI**

1. Article 106 of the Treaty signed at Rome on March 25, 1957, establishing the European Atomic Energy Community (EURATOM) provides that Member States which before the date of entry into force of that Treaty have concluded Agreements with third countries for cooperation in the field of nuclear energy shall jointly with the Commission enter into the necessary negotiations with such third countries in order, as far as possible, to cause the rights and obligations arising out of such Agreements to be assumed by the Community.

2. The Government of Canada is prepared to enter into such negotiations with reference to any Agreement to which it is a party.

### **Article XII**

The Contracting Parties reaffirm their common interest in fostering the peaceful uses of atomic energy through the International Atomic Energy Agency and intend that the results of their cooperation shall benefit this Agency and its Members.

### **Article XIII**

1. At the request of either Contracting Party, representatives of the Contracting Parties shall meet from time to time to consult with each other on matters arising out of the application of the present Agreement, to supervise its operation and to discuss arrangements for cooperation additional to those provided in the present Agreement.

2. The Contracting Parties may by mutual consent invite other countries to take part in the joint programme mentioned in Article II.



## Article XIV

For the purpose of this Agreement, except as otherwise specified therein,

a. "Contracting Parties" means the Government of Canada and the Governmental enterprises of Canada as defined in Paragraph (b) of this Article on the one hand and the European Atomic Energy Community (EURATOM) on the other hand;

b. "Governmental enterprises of Canada" means Atomic Energy of Canada Limited and Eldorado Mining and Refining Limited, and such other enterprises under the jurisdiction of the Government of Canada as may be agreed between the Contracting Parties;

c. "persons" means individuals, firms, corporations, companies, partnerships, associations, Government agencies or Government corporations and other entities, private or governmental; but the term "persons" shall not include the Contracting Parties as defined in Paragraph (a) of this Article;

d. "equipment" means major items of machinery or plant, or major components thereof, specially suitable for use in atomic energy projects;

e. "material" means source material, special nuclear material, heavy water, graphite of nuclear quality, and any other substance which by reason of its nature or purity is specially suitable for use in nuclear reactors;

f. "source material" means uranium containing the mixture of isotopes occurring in nature, uranium depleted in the isotope 235; thorium; any of the foregoing in the form of metal, alloy, chemical compound, or concentrate; any other material containing one or more of the foregoing in such concentration as may be agreed between the Contracting Par-

ties; and such other material as may be agreed between the Contracting Parties;

g. "special nuclear material" means plutonium; uranium 233; uranium 235; uranium enriched in the isotopes 233 or 235; any substance containing one or more of the foregoing; and such other substance as may be agreed between the Contracting Parties; but the term "special nuclear material" shall not include "source material";

h. "derived" means derived by one or more processes, whether successive or not;

i. "within the Community" means within the territories to which the Treaty establishing the European Atomic Energy Community (EURATOM) applies or shall apply.

## Article XV

1. The present Agreement shall be brought into force through an exchange of notes between the Government of Canada and the Community to that effect.

2. It shall remain in force for a period of ten years, and thereafter until six months after notice of termination has been given by either the Government of Canada or the Community, unless such notice has been given six months prior to the expiry of the said period of ten years.

IN WITNESS WHEREOF the undersigned, duly authorized for this purpose by the Government of Canada and the Commission respectively, have signed the present Agreement and have affixed thereto their seals.

Done at Brussels this 6th day of October 1959 in the English, French, German, Italian and Netherlands languages, all five texts being equally authentic.



For the Government of Canada:

*S. D. PIERCE*

For the European Atomic Energy  
Community (EURATOM):

*Mr. HIRSCH,*

*Mr. MEDI,*

*Mr. DE GROOTE,*

*Mr. KREKELER,*

*Mr. SASSEN.*

## **Exchange of Notes between Canada and the European Atomic Energy Community (EURATOM)**

### **NOTE I**

The Ambassador of Canada to Belgium to the President of the Commission, European Atomic Energy Community (EURATOM)

CANADIAN EMBASSY

BRUSSELS, 6 October 1959

Mr. PRESIDENT,

I have the honour to refer to the Agreement of today's date between the Government of Canada and the European Atomic Energy Community (EURATOM) for cooperation in the peaceful uses of atomic energy, and in particular to Article IX, Paragraph 1, dealing with re-exports.

It is our understanding that the consent in writing mentioned therein is contingent upon such reexports being subject to a mutually satisfactory system of safeguards.

It is our expectation that the control systems of the International Atomic Energy Agency and the European Nuclear Energy Agency, when established, will prove to be satisfactory in this respect.

Accept, Mr. President, the renewed assurances of my highest consideration.

*S. D. PIERCE,*

Ambassador

*Mr. E. Hirsch*

President of the Commission

European Atomic Energy Community  
(EURATOM),

Brussels.

### **NOTE II**

The President of the Commission, European Atomic Energy Community (EURATOM) to the Ambassador of Canada to Belgium

COMMUNAUTÉ EUROPÉENNE DE  
L'ÉNERGIE ATOMIQUE

BRUSSELS, 6 October 1959.

LE PRÉSIDENT DE LA COMMISS-  
SION

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of Your Excellency's note of today's date which reads as follows:

(See Note 1)

"Mr. President.....highest consideration."

I have the honour to confirm that the above is also the understanding of the EURATOM Commission.

Accept, Your Excellency, the renewed assurances of my highest consideration.

*E. HIRSCH.*

His Excellency

*S. D. Pierce*

Ambassador of Canada

Brussels.



**Exchange of Notes (November 18, 1959) between Canada and EURATOM Bringing Into Force the Agreement Signed at Brussels on October 6, 1959 for Cooperation in the Peaceful Uses of Atomic Energy**

**NOTE I**

The Ambassador of Canada to Belgium to the President of the Commission,

European Atomic Energy Community (EURATOM)

CANADIAN EMBASSY

BRUSSELS, November 18, 1959.

YOUR EXCELLENCY,

I have the honour to refer to the Agreement between the Government of Canada and the European Atomic Energy Community (EURATOM) for cooperation in the peaceful uses of atomic energy, which was signed in Brussels on October 6, 1959.

I am authorized to inform you that on Canada's part the necessary formalities for the entry into force of said Agreement have been complied with, and to suggest that, if it is agreeable to the Commission, the Agreement shall, in accordance with Article XV, 1, enter into force upon the date of your reply to this note.

Accept, Your Excellency, the expression of my highest consideration.

*S. D. PIERCE,*

Ambassador.

His Excellency

*Mr. Etienne Hirsch*

President of the Commission

European Atomic Energy Community (EURATOM)

Brussels.

**NOTE II**

The President of the Commission, European Atomic Energy Community (EURATOM) to the Ambassador of Canada to Belgium

COMMUNAUTÉ EUROPÉENNE DE L'ÉNERGIE ATOMIQUE

BRUSSELS, November 18, 1959.

YOUR EXCELLENCY,

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

(See Note I)

"I have the honour..... this note."

I am pleased to inform you that the Commission accepts your suggestion and that, consequently, the Agreement shall enter into force on today's date.

Accept, Excellency, the assurance of my highest consideration.

*E. HIRSCH,*

President,

EURATOM - Commission.

*His Excellency S. D. Pierce*

Ambassador of Canada

Brussels



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**Exchange of letters between the Government of Canada and the European Atomic Energy Community (EURATOM) to amend the Agreement between the Government of Canada and the European Atomic Energy Community for Cooperation in the Peaceful Uses of Atomic Energy of October 6, 1959, particularly insofar as it relates to Safeguards (with Additional Exchanges of Letters)**

**LETTER I**

The Chargé d'affaires a.i. of Canada  
to the Commissioner of the European  
Communities

Brussels, January 16, 1978

Mr. Commissioner,

As the Commission has been informed, the Canadian Government has decided to require more stringent safeguards in respect of sales abroad of Canadian material, equipment and information.

This decision implies an updating of the existing Agreement between the Government of Canada and the European Atomic Energy Community (EURATOM) for Cooperation in the Peaceful Uses of Atomic Energy of October 6, 1959 (hereinafter referred to as the Canada/EURATOM Agreement of 1959) particularly insofar as it relates to safeguards.

The Canadian Government considers it necessary to come to an interim agreement through the present exchange of letters until the entire Canada/EURATOM Agreement of 1959 has been updated, to provide for the requirement of the new Canadian safeguards policy by amending the relevant provisions of the Canada/EURATOM Agreement of 1959.

Accordingly, I propose that the Canada/EURATOM Agreement of 1959 be amended to include the following

provisions relating to safeguards:

a. For the purposes of the Canada/EURATOM Agreement of 1959, the phrase "machinery or plant" in paragraph (d) of Article XIV of the Canada/EURATOM Agreement of 1959 shall be deemed to include all items listed in Annex A to this letter.

b. Equipment which a Member State has designated to the Commission, as equipment designed, constructed or operated on the basis of or by the use of information obtained from Canada and which is within the jurisdiction of that Member State at the time of designation, shall be considered as equipment subject to the Canada/EURATOM Agreement of 1959, as amended. Equipment which Canada has designated as equipment designed, constructed or operated on the basis of or by the use of information obtained from that Member State shall be considered as equipment subject to the Canada/EURATOM Agreement of 1959, as amended.

c. Material which is subject to the terms of the Canada/EURATOM Agreement of 1959 shall not be used for the manufacture of any nuclear weapon or for other military uses of nuclear energy or for the manufacture of any other nuclear explosive device. The foregoing undertaking shall be verified within Canada by the IAEA pursuant to an agreement between Canada and the IAEA and within the Community by the



Community and by the IAEA pursuant to the Treaty establishing the European Atomic Energy Community and the agreements concluded between the Community, its Member States and the IAEA or if at any time such verification procedures are not in effect, there shall be agreement between the contracting parties for the application of a safeguards system which conforms with IAEA safeguards, principles and procedures.

d. Equipment or material transferred between Canada and the Community after the coming into force of this agreement shall be subject to the Canada/EURATOM Agreement of 1959 only if the supplying Contracting party has so informed the other Contracting Party in writing prior to the transfer. In the case of transfer of equipment from the Community to Canada, notifications may also be given by a Member State.

e. Material referred to in paragraph (c) shall be enriched beyond 20% or reprocessed and plutonium or uranium enriched beyond 20% shall be stored only according to conditions agreed upon in writing between the parties (see Annex C: Interim Arrangement concerning enrichment, reprocessing and subsequent storage of nuclear material within the Community and Canada).

f. In no event shall a Contracting Party use the provisions of the present Agreement for the purpose of securing commercial advantages or for the purpose of interfering with the commercial relations of the other Contracting Party.

g. The Community shall inform member States of the levels of physical protection set out in Annex B to this letter which should be applied as minima to the material referred to in paragraph (c) above. Canada will apply such levels of

physical protection as minima to material referred to in paragraph (c).

h. Any dispute arising out of the interpretation or application of the present Agreement which is not settled by negotiation or as may otherwise be agreed by the Contracting Parties concerned shall, on the request of either Contracting Party, be submitted to an arbitral tribunal, which shall be composed of three arbitrators. Each Contracting Party shall designate one arbitrator and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty (30) days of the request for arbitration either Contracting Party has not designated an arbitrator, either Contracting Party to the dispute may request the Secretary General of the OECD to appoint an arbitrator. The same procedure shall apply if, within thirty (30) days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote of all members of the arbitral tribunal. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the contracting parties shall be binding on both Contracting Parties and shall be implemented by them, in accordance with their respective constitutional procedures. The remuneration of the arbitrators shall be determined on the same basis as that for ad hoc judges of the International Court of Justice.

i. The provisions of paragraphs (a) to (h) above, inclusive, as well as Articles III, IX and XIV of the Canada/EURATOM Agreement of 1959 (as those Articles are amended by the proposals



in this letter) shall in all circumstances remain in force so long as any equipment or material referred to in this letter or in the Canada/EURATOM Agreement of 1959 remains in existence or it is otherwise agreed.

If the foregoing is acceptable to the European Atomic Energy Community I have the honour to propose that this letter which is authentic in both English and French, together with Your Excellency's reply to that effect shall constitute an amendment to the Canada/EURATOM Agreement of 1959 which shall enter into force on the date of Your Excellency's reply and which shall continue in force so long as any equipment, material or facilities referred to in this letter or in the Canada/EURATOM Agreement of 1959 remain in existence or it is otherwise agreed.

Please accept, Mr. Commissioner, the assurance of my highest consideration.

*P. D. Lee*

Chargé d'affaires a.i.

*Mr. Guido Brunner*

Commissioner

Commission of the European Communities

Brussels

## ANNEX "A"

1. Nuclear reactors capable of operation so as to maintain a controlled self-sustaining fission chain reaction, excluding zero energy reactors, the latter being defined as reactors with a designed maximum rate of production of plutonium not exceeding 100 grams per year.

A "nuclear reactor" basically includes the items within or attached directly to the reactor vessel, the equipment which controls the level of power in the core, and the components which normally contain or come in direct contact with

or control the primary coolant of the reactor core.

It is not intended to exclude reactors which could reasonably be capable of modification to produce significantly more than 100 grams of plutonium per year. Reactors designed for sustained operation at significant power levels, regardless of their capacity for plutonium production, are not considered as "zero energy reactors".

2. Reactor pressure vessels: metal vessels, as complete units or as major shop fabricated parts therefore, which are especially designed or prepared to contain the core of a nuclear reactor as defined in paragraph 1 above and are capable of withstanding the operating pressure of the primary coolant.

A top plate for a reactor pressure vessel is a major shop-fabricated part of a pressure vessel.

3. Reactor internals: (e.g. support columns and plates for the core and other vessel internals, control rod guide tubes, thermal shields, baffles, core grid plates, diffuser plates, etc...).

4. Reactor fuel charging and discharging machines: manipulative equipment especially designed or prepared for inserting or removing fuel in nuclear reactor as defined in paragraph 1 above capable of on-load operation or employing technically sophisticated positioning or alignment features to allow complex off-load fuelling operations such as those in which direct viewing of or access to the fuel is not normally available.

5. Reactor control rods: rods especially designed or prepared for the control of the reaction rate in a nuclear reactor as defined in paragraph 1 above.

This item includes, in addition to the neutron absorbing part, the support or suspension structures therefore if sup-



plied separately.

6. Reactor pressure tubes: tubes which are especially designed or prepared to contain fuel elements and the primary coolant in a reactor as defined in paragraph I above at an operating pressure in excess of 50 atmospheres.

7. Zirconium tubes: Zirconium metal and alloys in the form of tubes or assemblies of tubes, and in quantities exceeding 500 kg per year especially designed or prepared for use in a reactor as defined in paragraph I above, and in which the relationship of hafnium to zirconium is less than 1:500 parts by weight.

8. Plants for the reprocessing of irradiated fuel elements, and equipment especially designed or prepared therefore.

A "Plant for the reprocessing of irradiated fuel elements" includes the equipment and components which normally come in direct contact with and directly control the irradiated fuel and the major nuclear material and fission product processing streams. In the present state of technology only two items of equipment are considered to fall within the meaning of the phrase "and equipment especially designed or prepared therefore". These items are:

a. Irradiated fuel element chopping machines: remotely operated equipment especially designed or prepared for use in a reprocessing plant as identified above and intended to cut, chop or shear irradiated nuclear fuel assemblies, bundles or rods; and

b. Critically safe tanks (e.g. small diameter, annular or slab tanks) especially designed or prepared for use in a reprocessing plant as identified above, intended for dissolution of irradiated nuclear fuel and which are capable of withstanding hot, highly corrosive liq-

uid, and which can be remotely loaded and maintained.

9. Plants for the fabrication of fuel elements:

A "Plant for the fabrication of fuel elements" includes the equipment:

a. which normally comes in direct contact with or directly processes or controls, the production flow of nuclear material, or

b. which seals the nuclear material within the cladding.

The whole set of items for the foregoing operations, as well as individual items intended for any of the foregoing operations, and for other fuel fabrication operations, such as checking the integrity of the cladding or the seal, and the finish treatment to the sealed fuel.

10. Equipment, other than analytical instruments, especially designed or prepared for the separation of isotopes of uranium:

"Equipment, other than analytical instruments, especially designed or prepared for the separation of isotopes of uranium" includes each of the major items of equipment especially designed or prepared for the separation process.

Such items include:

—gaseous diffusion barrier

—gaseous diffusion housings

—gas centrifuge assemblies, corrosion resistant to UF<sub>6</sub>

—large UF<sub>6</sub> corrosion resistant axial or centrifugal compressors

—special compressor seals for such compressors.

11. Plants for the production of heavy water:

A "plant for the production of heavy water" includes the plant and equipment specially designed for enrichment of deuterium or its compounds, as well



as any significant fraction of the items essential to the operation of the plant.

## **ANNEX "B"**

### **Levels of Physical Protection**

The levels of physical protection to be ensured by the appropriate governmental authorities in the use, storage and transportation of the materials of the attached table shall as a minimum include protection characteristics as follows:

#### **CATEGORY III**

Use and Storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements between sender, recipient and carrier, and prior agreement between states in case of international transport specifying time, place and procedures for transferring transport responsibility.

#### **CATEGORY II**

Use and Storage within a protected area to which access is controlled, i.e. an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangement between sender, recipient and carrier, and prior agreement between states in case of international transport specifying time, place and procedures for transferring transport responsibility.

#### **CATEGORY I**

Materials in this Category shall be protected with highly reliable systems against unauthorized use as follows:

Use and Storage within a highly protected area, i.e. a protected area as de-

finied for Category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined and under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of Category II and III materials and, in addition, under constant surveillance of escorts and under conditions which assure close communication with appropriate response forces.

## **ANNEX "C"**

### **Interim Arrangement concerning enrichment, reprocessing and subsequent storage of Arrangement nuclear material within the Community and Canada.**

1. Both parties recognize that while increasing reliance is placed on nuclear energy for peaceful purposes to satisfy world energy requirements, its use requires that every precaution should be taken with respect to the generation and dissemination of material that can be used for nuclear weapons. The parties agree to cooperate both bilaterally and internationally to identify arrangements which will advance this objective.

Both parties agree that their objective is to meet their energy needs while avoiding the danger of the spread of such material and respecting the choices and decisions of each party in the peaceful nuclear field.



The parties note with satisfaction that the organizing Conference on International Fuel Cycle Evaluation (INFCE), in which Canada, the Commission of the European Communities and Member States of EURATOM took part, agreed to carry out a study which is expected to extend over the next two years. INFCE will explore the best means of advancing the objectives of making nuclear energy for peaceful purposes widely available to meet the world's energy requirements while at the same time minimizing the danger of the proliferation of nuclear weapons.

The participants in the study are pledged to cooperate constructively in the study which will examine all aspects of the nuclear cycle.

Among the matters to be examined by working groups of INFCE are reprocessing and enrichment and storage of plutonium and uranium enriched.

Against this background, the parties agree on the following interim arrangement which shall apply to reprocessing and to enrichment beyond 20% U-235; and the storage of plutonium and uranium enriched beyond 20%.

2. With respect to material which has been transferred between December 20, 1974 and the end of the interim period, EURATOM will notify the Government of Canada in advance of its intention to undertake any such reprocessing, enrichment or storage. This notification will include the quantities of material to be enriched, reprocessed or stored, the facility in which such operations will take place, and the intended disposition and use of the special fissionable material. The purpose of such advance notification is to permit joint consultation to take place between the parties concerning the adequacy of safeguards for the

operation contemplated and avoidance of the risks of nuclear proliferation. Consultations shall enable each party to appreciate to the fullest extent possible the nature and purposes of the operation involved.

These consultations shall be without prejudice to the commercial or industrial policy of either party. An early meeting will be held to work out appropriate modalities for notification and consultations.

3. It is understood between the parties that during the period of the interim arrangement supplies of Canadian uranium to be exported to EURATOM would be broadly limited to the current needs of EURATOM, the term "current needs" to take account also of enrichment contract commitments entered into by the member countries of EURATOM.

The contracting parties shall consult at the request of either concerning the application of this part of this interim arrangement, in accordance with Article XIII of the 1959 Agreement.

4. Subject to the foregoing it is agreed that Canadian-origin uranium transferred to EURATOM subsequent to December 20, 1974 or any Canadian-origin uranium being exported to EURATOM during the period of the interim arrangement may be reprocessed or enriched beyond 20% U-235, if the need arises in plants now operating or foreseen to be operating in EURATOM. The same applies to plutonium and uranium enriched beyond 20% U-235 stored in EURATOM. In respect of Canadian-origin uranium transferred to EURATOM prior to December 20, 1974, it is open to either Party to request consultation as provided in Articles IX (3) and XIII, of the 1959 Agreement.

5. As soon as possible after December



31, 1979 or the termination of the INFCE study, whichever is earlier, the parties will commence negotiations with a view to replacing this arrangement by other arrangements which will take into account, inter alia, any results of the INFCE studies in relation to the operations in question. If no such arrangements have been agreed upon by the end of 1980, the parties may jointly agree to extend the present interim arrangement.

## LETTER II

The Commissioner of the European Communities to the Chargé d'affaires a.i. of Canada

Brussels, January 16, 1978

Mr. Chargé d'Affaires,

I have the honour to acknowledge receipt of your letter dated 16 January 1978, stating the following:

"Mr. Commissioner,

(SEE CANADIAN LETTER OF JANUARY 16, 1978 No. 1)

Please accept, Mr. Commissioner, the assurance of my highest consideration."

I have the honour to confirm that these proposals are acceptable to the European Atomic Energy Community.

Please accept, Mr. Chargé d'Affaires, the assurance of my highest consideration.

*Guido Brunner*

Commissioner

*Mr. P. D. Lee*

Chargé d'affaires a.i.

Mission of Canada to the

European Communities

Brussels

## LETTER III

The Commissioner of the European Communities to the Chargé d'affaires a.i. of Canada

Brussels, January 16. 1978

Mr. Chargé d'Affaires,

I refer to the exchange of letters between us of 16 January 1978 regarding nuclear safeguards, and have the honour to state further as follows, for the information of the Canadian authorities:

During the Council consideration of the above mentioned exchange, it was agreed that the following represented our understanding of the procedure provided for in (c).

1. Supply of Canadian material to persons in the territory of the seven non-nuclear weapon states parties to the EURATOM/IAEA verification agreement, and transfer of such material within these States:

This event would raise no problem, the verification agreement having entered into force on February 21, 1977.

2. Supply of Canadian material to the United Kingdom or transfer of Canadian material into the United Kingdom:

Although the trilateral UK/EURATOM/IAEA agreement has not yet entered into force, no interim agreements providing IAEA verification of such material in the United Kingdom will be required by Canada for a reasonable period of time, which should not exceed 18 months starting from December 23, 1976.

3. Supply of Canadian material to France or transfer of Canadian material into France:

Canadian material for end-use in France shall be submitted to IAEA verification as from the entry into force of the trilateral France/EURATOM/IAEA agreement currently under negotiation.

The Council took note of a statement by the French representative that material subject to the Canada/EURATOM Agreement of 1959, as amended, would



not be employed for end use in France before the entry into force of this trilateral agreement.

The Council also took note that the Canadian Government, given the application of EURATOM safeguards and their verification under the trilateral France/EURATOM/IAEA agreement currently under negotiation, agrees that Canadian material may be directly supplied from Canada to France or be transferred into France in order to be enriched or reprocessed in France provided that it would leave France after the normal period required for those operations.

Please accept, Mr. Chargé d'Affaires, the assurance of my highest consideration.

*Guido Brunner*

Commissioner

*Mr. P. D. Lee*

Chargé d'affaires a.i.

Mission of Canada to

the European Communities

Brussels

#### LETTER IV

The Chargé d'affaires a.i. of Canada to the Commissioner of the European Communities

Brussels, January 16, 1978

Mr. Commissioner,

I wish to acknowledge receipt of your letter of January 16, 1978, which reads as follows and of which the contents have been noted by the Canadian authorities and upon which Canada shall reply when authorizing transfers to EURATOM:

"Mr. Chargé d'Affaires,

(SEE EUROPEAN COMMUNITY LETTER OF JANUARY 16, 1978 No. III)

Please accept, Mr. Chargé d'Affaires, the assurance of my highest consider-

ation."

I have been instructed to confirm the understanding reached during the negotiations that any transfer within the Community of material subject to the Agreement which does not take place in accordance with paragraph (c) of the exchange of letters will constitute a breach of the Agreement on the EURATOM side. Under such circumstances, the Canadian authorities would of course be required to review their obligations under the Agreement.

Please accept, Mr. Commissioner, the assurance of my highest consideration.

*P.D. Lee*

Chargé d'Affaires a.i.

*Mr. Guido Brunner*

Commissioner

Commission of the European

Communities

Brussels

#### LETTER V

The Commissioner of the European Communities to the Chargé d'affaires a.i. of Canada

Brussels, January 16, 1978

Mr. Chargé d'Affaires,

I refer to the agreement between us of 16 January 1978 and have the honour to state that during the Council consideration of that agreement the following interpretation was given by the Council concerning the effect of the agreement in relation to the period after the interim period:

"In approving the exchange of letters between Canada and EURATOM, the Council recognizes that the conditions under which:

— material covered by the Canada/EURATOM agreement shall be enriched beyond 20 percent or reprocessed,



— and those under which uranium enriched beyond 20% and plutonium shall be stored have been covered by an agreement for an interim period.

For materials supplied after the end of the interim period, an agreement on the regime governing these sensitive operations remains to be concluded. The Council, therefore, recognizes that, for these materials, the parties have not accepted any obligation, either as to the supply of the materials or as to the fact that the regime to be negotiated, and which would govern the sensitive operations, would include any conditions, nor, a fortiori, as to the nature of any such conditions”.

I would be obliged if you would confirm that this interpretation is shared by the Canadian authorities.

Please accept, Mr. Chargé d’Affaires, the assurance of my highest consideration.

*Guido Brunner*

Commissioner

*Mr. P.D. Lee*

Chargé d’Affaires a.i.

Mission of Canada to the

European Communities

Brussels

## LETTER VI

The Chargé d’affaires a.i. of Canada to the Commissioner of the European Communities

Brussels, January 16, 1978

Mr. Commissioner,

I have the honour to acknowledge receipt of your letter dated January 16, 1978, stating the following:

“Mr. Chargé d’Affaires.

(SEE EUROPEAN COMMUNITY LETTER OF JANUARY 16, 1978 No. V)

Please accept, Mr. Chargé d’Affaires, the assurance of my highest consideration.”

I have the honour to confirm that this interpretation is shared by the Canadian authorities.

Please accept, Mr. Commissioner, the assurance of my highest consideration.

*P.D. Lee*

Chargé d’Affaires a.i.

*Mr. Guido Brunner*

Commissioner

Commission of the European

Communities

Brussels

## LETTER VII

The Commissioner of the European Communities to the Chargé d’affaires a.i. of Canada

Brussels, January 16, 1978

Mr. Chargé d’Affaires,

I refer to the exchange of letters between us of 16 January 1978 regarding nuclear safeguards, and have the honour to state further as follows, for the information of the Canadian authorities:

During the Council consideration of the above mentioned exchange of letters, the Council took note of the “Declaration on transfer of technology” made by the nine Member States and the Community and approved it insofar as it concerns the Community. The text of this declaration is annexed to the present letter (Annex 1).

The Council further agreed to the following declarations:

1. “Both sides agreed to ask the Joint Technical Working Group to look into the question of information on reprocessing of Canadian material transferred to EURATOM prior to December 20, 1974”.



2. "Neither party will invoke any rights under an agreement entered into with a third State to impair any rights or obligations under this agreement as amended".

The technical note on the prorata principle and the interpretation with respect to double labelling, agreed upon during the negotiations, was also approved by the Council and inserted in the minutes of the meeting. The text of this technical note is annexed to the present letter (Annex II).

Lastly, the Council took note of the "Note on physical protection" to be sent by the Member States to the Canadian Ambassadors. The text of this note is annexed to this letter (Annex III).

Please accept, Mr. Chargé d'Affaires, the assurance of my highest consideration.

*Guido Brunner*

Commissioner

*Mr. P.D. Lee*

Chargé d'Affaires a.i.

Mission of Canada to the

European Communities

Brussels

## ANNEX I

### Declaration on Transfer of Technology

"The Member States and the Community are prepared to confirm to the Canadian Government that they recognize the legitimacy of transferring sensitive technology within the meaning of the London Guidelines on the conditions laid down therein. They note that Canada also intends to make transfers of CANDU technology (heavy water moderated pressure tube reactor technology and fuel element fabrication

technology, D2O technology) and other technology specific to its fuel cycle to any Member State subject to certain conditions.

They consider that it is or will be for the Member States wishing to import such technology to conclude agreements with Canada comprising the commitments required by the Canadian Government in connection with these transfers.

However, these states must be entitled to transfer this technology to another Member State on condition that the second recipient Member State has provided the Canadian Government with the same commitments as those provided by the first Member State.

Accordingly, the Community and the Member States confirm that there is no obstacle to the conclusion of such agreements between Canada and any Member State of the Community wishing to conclude them, provided that these agreements are entirely consistent with the Treaty establishing the European Atomic Energy Community".

## ANNEX II

### Technical Note

#### 1. PRORATA PRINCIPLE

Where Canadian material is produced, processed or used together with material of other origin, materials produced as well as losses during the operation will be attributed to materials subject to the Canada/EURATOM Agreement in proportion to the percentage of materials subject to that agreement initially included in the mixture. The words "produced, processed or used" cover conversion, fabrication, enrichment, reprocessing and irradiation.



## 2. INTERPRETATION WITH RESPECT TO DOUBLE LABELLING

In many cases, material which originates in one of the Contracting Parties to the 1959 Agreement between the Government of Canada and the European Atomic Energy Community (EURATOM) for Cooperation in the Peaceful Uses of Atomic Energy, as amended, is sent to a third State for processing, including conversion, enrichment and fabrication, before delivery to the receiving Contracting Party. Such processed material is obtained by the receiving Contracting Party pursuant to the 1959 Agreement and is therefore subject to the provisions of that Agreement, as amended.

It is recognized that there is legitimate concern regarding the accumulation of safeguard provisions over nuclear material and the resulting administrative

problems. These difficulties are being considered in international fora and suppliers and recipients should continue to seek mutually satisfactory solutions, both bilaterally and multilaterally.

### ANNEX III

#### Note on Physical Protection

**From EURATOM Member State Foreign Ministers to Canadian Ambassadors.**

Your Excellency,

I have the honour to refer to the Agreement between the Government of Canada and the European Atomic Energy Community (EURATOM) for Cooperation in the Peaceful Uses of Atomic Energy of October 6, 1959, as amended (hereinafter referred to as the Agreement).

In addition to the obligations to Canada entered into under the Agreement, I have the honour to inform you that my Government confirms that the items referred to in the Agreement which are within the territory, jurisdiction or control of my Government shall be subject to the levels of physical protection described in the Agreement.

Please accept, Your Excellency, the assurance of my high consideration.



# Amendment to the Agreement of 6 October 1959 (1), in the form of an exchange of letters, between the European Atomic Energy Community (EURATOM) and the Government of Canada for cooperation in the peaceful uses of atomic energy

COMMISSION OF THE EUROPEAN COMMUNITIES

Brussels, 16 January 1978

Mr Chargé d'Affaires,

I have the honour to acknowledge receipt of your letter dated 16 January 1978, stating the following:

'Mr Commissioner,

As the Commission has been informed, the Canadian Government has decided to require more stringent safeguards in respect of sales abroad of Canadian material, equipment and information.

This decision implies an updating of the existing Agreement between the Government of Canada and the European Atomic Energy Community (EURATOM) for cooperation in the Peaceful Uses of Atomic Energy of 6 October 1959 (hereinafter referred to as the Canada/EURATOM Agreement of 1959) particularly insofar as it relates to safeguards.

The Canadian Government considers it necessary to come to an interim agreement through the present exchange of letters until the entire Canada/EURATOM Agreement of 1959 has been updated, to provide for the requirement of the new Canadian safeguards policy by amending the relevant provisions of the Canada/EURATOM Agreement of 1959.

Accordingly, I propose that the Canada/EURATOM Agreement of 1959 be amended to include the following provisions relating to safeguards: (a) For

the purposes of the Canada/EURATOM Agreement of 1959, the phrase "machinery and plant" in paragraph (d) of Article XIV of the Canada/EURATOM Agreement of 1959 shall be deemed to include all items listed in Annex A to this letter.

(b) Equipment which a Member State has designated to the Commission as equipment designed, constructed or operated on the basis of or by the use of information obtained from Canada and which is within the jurisdiction of that Member State at the time of designation, shall be considered as equipment subject to the Canada/EURATOM Agreement of 1959, as amended.

Equipment which Canada has designated, as equipment designed, constructed or operated on the basis of or by the use of information obtained from that Member State shall be considered as equipment subject to the Canada/EURATOM Agreement of 1959, as amended.

(c) Material which is subject to the terms of the Canada/EURATOM Agreement of 1959 shall not be used for the manufacture of any nuclear weapon or for other military uses of nuclear energy or for the manufacture of any other nuclear explosive device. The foregoing undertaking shall be verified within Canada by the IAEA pursuant to an agreement between Canada and the IAEA and within the Community by the IAEA and by the IAEA pursuant to the Treaty establishing the European



Atomic Energy Community and the agreements concluded between the Community, its Member States and the IAEA or if at any time such verification procedures are not in effect, there shall be agreement between the Contracting Parties for the application of a safeguards system which conforms with IAEA safeguards principles and procedures.

(d) Equipment or material transferred between Canada and the Community after the coming into force of this Agreement, shall be subject to the Canada/EURATOM Agreement of 1959 only if the supplying Contracting Party has so informed the other Contracting Party in writing prior to the transfer. In the case of transfer of equipment from the Community to Canada, notifications may also be given by a Member State.

(e) Material referred to in paragraph (c) shall be enriched beyond 20% or reprocessed and plutonium or uranium enriched beyond 20% shall be stored only according to conditions agreed upon in writing between the parties. (See Annex C - Interim Arrangement concerning enrichment, reprocessing and subsequent storage of nuclear material within the Community and Canada.)

(f) In no event shall a Contracting Party use the provisions of the present Agreement for the purpose of securing commercial advantages or for the purpose of interfering with the commercial relations of the other Contracting Party.

(g) The Community shall inform Member States of the levels of physical protection set out in Annex B to this letter which should be applied as minima to the material referred to in paragraph (c) above. Canada will apply such levels of physical protection as minima to

material referred to in paragraph (c).

(h) Any dispute arising out of the interpretation or application of the present Agreement which is not settled by negotiation or as may otherwise be agreed by the Contracting Parties concerned shall, on the request of either Contracting Party, be submitted to an arbitral tribunal which shall be composed of three arbitrators. Each Contracting Party shall designate one arbitrator and the two arbitrators so designated shall elect a third, who shall be the chairman. If within 30 days of the request for arbitration either Contracting Party has not designated an arbitrator, either Contracting Party to the dispute may request the Secretary General of the OECD to appoint an arbitrator. The same procedure shall apply if, within 30 days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote of all members of the arbitral tribunal. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Contracting Parties shall be binding on both Contracting Parties and shall be implemented by them, in accordance with their respective constitutional procedures. The remuneration of the arbitrators shall be determined on the same basis as that for ad hoc judges of the International Court of Justice.

(i) The provisions of paragraphs (a) to (h) above, inclusive, as well as Articles III, IX and XIV of the Canada/EURATOM Agreement of 1959 (as those Articles are amended by the proposals in this letter) shall in all circumstances



remain in force so long as any equipment or material referred to in this letter or in the Canada/EURATOM Agreement of 1959 remains in existence or it is otherwise agreed.

If the foregoing is acceptable to the European Atomic Energy Community, I have the honour to propose that this letter which is authentic in both English and French, together with Your Excellency's reply to that effect shall constitute an amendment to the Canada/EURATOM Agreement of 1959 which

shall enter into force on the date of Your Excellency's reply and which shall continue in force so long as any equipment, material or facilities referred to in this letter or in the Canada/EURATOM Agreement of 1959 remain in existence or it is otherwise agreed.

Please accept, Mr Commissioner, the assurance of my highest consideration.

Mr P.D. Lee, Chargé d'Affaires a.i. Mission of Canada to the European Communities, Rue de Lozum, 6 (Fifth floor), 1000 Brussels.

## **AGREEMENT between Canada and the European Atomic Energy Community for cooperation in the area of nuclear research**

THE GOVERNMENT OF CANADA, of the one part, hereinafter referred to as 'Canada', and

THE EUROPEAN ATOMIC ENERGY COMMUNITY,

hereinafter referred to as 'the Community', 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 Canada and the Community are pursuing research and technological programmes of common interest in a number of areas of nuclear research and that mutual benefits may be derived if the Parties facilitate further cooperation;

RECOGNISING that the Agreement on scientific and technological cooperation between Canada and the European Community entered into force on 26 February 1996;

NOTING that there has been active cooperation and information exchange in a number of scientific or technological

areas under the Canada-European Communities framework Agreement for commercial and economic cooperation signed in 1976;

NOTING that there has also been active cooperation and information exchange in the area of the peaceful uses of nuclear energy under the Agreement between the Government of Canada and EURATOM for cooperation in the peaceful uses of atomic energy signed in 1959, as amended, hereinafter referred to as the 'Canada/EURATOM Agreement of 1959';

REAFFIRMING their commitment to mutual cooperation in nuclear research and development as provided for in the Canada/EURATOM Agreement of 1959;

HAVING regard to the Declaration on European Community-Canada relations adopted on November 22, 1990 as well as the Joint Political Declaration on Canada-EU relations and Joint Canada-EU Action Plan of 17 December 1996;

RECALLING that Canada and the Member States of the Community are parties to the Treaty on the Non-prolif-



eration of Nuclear Weapons and members of the International Atomic Energy Agency;

DESIRING to strengthen cooperation in the peaceful, non-explosive, non-military uses of nuclear research and encourage the application of the results of such cooperation to their economic and social benefit,

HAVE AGREED AS FOLLOWS:

## Article 1

### Purpose

The purpose of this Agreement is to encourage and facilitate cooperation, in fields of common interest in the peaceful, non-explosive, non-military uses of nuclear energy where the Parties are supporting research and development activities to advance science and/or technology relevant to those fields of interest.

## Article 2

### Definitions

For the purposes of this Agreement:

(a) 'cooperative activity' means any activity carried on under this Agreement, and includes joint research;

(b) 'information' means scientific or technical data, results or methods of research and development stemming from the joint research, and any other information deemed necessary by the participants engaged in cooperative activity, including, where necessary, 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 research that is financially supported by either or both Parties and that involves collaboration by participants from both Canada and the Community. All research carried out pursuant to this Agreement shall be joint research;

(e) 'participant' means any person, legal entity, university, research institute or any other body and undertaking participating in a cooperative activity, including the Parties themselves.

## Article 3

### Principles

Cooperation shall be conducted subject to applicable laws and regulations and on the basis of the following principles:

(a) mutual benefit;

(b) reciprocal opportunities for access to each other's programmes and activities relevant to the purpose of this Agreement;

(c) non-discrimination;

(d) timely exchange of information which may affect the actions of participants in cooperative activities;

(e) effective protection of intellectual property and equitable sharing of intellectual property rights;

(f) balanced realisation of economic and social benefits by Canada and the Community in view of the contributions made to cooperative activities by the respective participants and/or Parties.

## Article 4

### Areas of cooperation

Cooperation may be pursued in the following areas of research and development:

1. nuclear safeguards;



2. radioactive waste management, including disposal;
3. decommissioning of nuclear facilities;
4. radiation protection;
5. nuclear reactor safety;
6. controlled nuclear fusion.

## Article 5

### Modalities of cooperation

(a) Cooperation may include but is not limited to the following activities:

1. participation of persons and legal entities, including the Parties themselves, universities, research institutions, and other bodies or undertakings, in each other's research projects or in agreed multilateral projects, in accordance with the rules governing such projects, subject to the consent if required, of the third parties involved;
2. specific bilateral cooperative research projects established by the Parties themselves, possibly on the basis of an implementing arrangement;
3. shared use of research facilities;
4. exchange and provision of information and data;
5. exchange of reference materials, samples, fuels, equipment and instrumentation;
6. visits and exchanges of scientists, engineers or other appropriate personnel for the purposes of participating in meetings, seminars, symposia, workshops and other research activities relevant to cooperation under this Agreement;
7. exchange of information on practices, laws, regulations and programmes relevant to cooperation under the Agreement;
8. such other activities as may be mu-

tually determined by the Joint Science and Technology Cooperation Committee in accordance with the applicable policies and programmes of the Parties.

(b) Except as otherwise agreed by the Parties, joint research projects shall proceed under this Agreement only after the participants in a project have concluded a joint technology management plan, as indicated in the Annex to this Agreement.

## Article 6

### Joint Science and Technology Cooperation Committee (JSTCC)

(a) This Agreement shall be administered by the Joint Science and Technology Cooperation Committee composed of representatives of each Party.

(b) The functions of the JSTCC shall be to:

1. promote and review the activities envisaged under the Agreement;
  2. authorise activities falling under Article 5(a)(8) as being cooperation to which this Agreement applies;
  3. advise the Parties on ways to enhance cooperation consistent with the principles set out in this Agreement;
  4. provide a report annually to the Parties on the level, status and effectiveness of cooperation undertaken under this Agreement;
  5. review the efficient and effective functioning of the Agreement, and address any disputes between the Parties concerning the interpretation of this Agreement;
  6. maintain a list of contact persons for a given area of research.
- (c) The JSTCC shall meet approximately once a year, meetings being held



alternatively in Canada and the Community. Other meetings may be held as mutually agreed.

(d) Decisions of the JSTCC shall be reached by consensus. Minutes, comprising a record of the decisions and principal points discussed, shall be taken at each meeting. These minutes shall be agreed by those persons selected from each side to jointly chair the meetings. The JSTCC annual report shall be made available to the Joint Cooperation Committee established under the 1976 EC-Canada Framework Agreement for Commercial and Economic Cooperation and appropriate authorities of each party.

### **Article 7**

#### **Funding**

(a) Cooperative activities shall be subject to the availability of funds and to the applicable laws and regulations, policies and programmes of Canada and the Community.

(b) Costs incurred by participants in cooperative activities subject to this Agreement shall not require any transfer of funds from one Party to the other.

### **Article 8**

#### **Entry of personnel and equipment**

Each Party shall take all reasonable steps and use its best efforts, within applicable laws and regulations, to facilitate entry to and exit from its territory of personnel, material and equipment of the participant(s) engaged in or used in cooperative activities under this Agreement.

### **Article 9**

#### **Dissemination 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 laws and regulations applicable on each side and to the principles set out in the Annex, which forms an integral part of this Agreement.

### **Article 10**

#### **Other Agreements and transitional provisions**

(a) This Agreement shall supersede and replace those provisions of the Canada-European Communities Framework Agreement for Commercial and Economic Cooperation governing existing science and technology collaboration.

(b) This Agreement shall complement the provisions of the Canada/EURATOM Agreement of 1959.

(c) Subject to paragraph 10(a), this Agreement is without prejudice to other existing Agreements or arrangements between the Parties or any Agreement or arrangement between the Parties and third parties.

(d) The activities covered by existing sectoral cooperation agreements and memoranda of understanding between the Parties shall continue to fall under the scope of these agreements or memoranda.

(e) On termination of existing sectoral cooperation agreements and memoranda of understanding between the Parties, as provided for in these agree-



ments and memoranda, the Parties will review the situation with a view to including the activities covered by such agreements and memoranda within this Agreement.

## **Article 11**

### **Territorial application**

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

## **Article 12**

### **Entry into force and termination**

(a) This Agreement shall enter into force on the date on which the Parties have notified each other in writing that their legal requirements for entry into force of this Agreement have been fulfilled.

(b) 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 legal requirements have been fulfilled.

(c) This Agreement may be terminated at any time by either Party on 12 months' written notice. The expiration or termination of the 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.

## **Article 13**

This Agreement is drawn up in duplicate in the Danish, Dutch, English, Finn-

ish, French, German, Greek, Italian, Portuguese, Spanish and Swedish languages, each of those texts being equally authentic.

In witness whereof the undersigned have signed this Agreement.

Done at Ottawa, 17 December 1998.

For the Government of Canada

For the European Atomic Energy Community

## **ANNEX**

### **Annex on the Dissemination and Utilisation of Information and Management, Allocation and Exercise of Intellectual Property Rights**

#### **I. Ownership, allocation and exercise of rights**

1. Participants performing joint research shall develop joint technology management plans (JTMPs) which shall contain, as a minimum, principles in respect of the ownership and use, including publication, of information and intellectual property (IP) to be created in the course of the joint research (1). The JTMPs may be reviewed by the Parties and shall be approved by the responsible funding agency or department of the party involved in financing the research, before the conclusion of any specific research and development cooperation contracts to which they refer. The JTMPs shall be developed taking into account the aims of the joint research, the relative contributions of the 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 and information generated by visiting researchers in respect of IP shall also be addressed in the JTMPs.

2. Information or IP created in the course of joint research and not addressed in a JTMP shall be allocated according to the principles set out in point I.1 according to the principles set out in that JTMP. In case of disagreement which cannot be resolved by the agreed dispute resolution procedure, such unallocated information or IP shall be owned jointly by all the participants involved in the joint research from which the information or IP results, and each participant to whom this provision applies shall have the right to use such information or IP for his/her own commercial exploitation with no geographical limitation.

3. In accordance with applicable laws and regulations, each Party shall ensure that the other Party and its participants may have the rights to IP allocated to them in accordance with the principles set out in Section I of this Annex.

4. While maintaining the conditions 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;

(ii) the adoption and implementation of international standards.

## **II. Copyright works**

Copyright belonging to the Parties or to their participants shall be accorded treatment consistent with the Agreement on Trade Related Aspects of Intellectual Property Rights administered by the

World Trade Organisation.

## **III. Scientific literary works**

Without prejudice to Section IV, unless otherwise agreed in the JTMP, any publication of results of the joint research shall be made jointly by the participants. In addition to the foregoing general rule, the following procedure 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 shall be entitled, with written permission from the publisher, to a worldwide, non-exclusive, irrevocable, royalty-free licence to translate, reproduce, adapt 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 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 or authors expressly declines or decline to be named. Copies shall also bear a clearly visible acknowledgement of the cooperative support of the Parties.

## **IV. Undisclosed information**

A. Documentary undisclosed information

1. Participants shall identify at the earliest possible moment, and preferably in the JTMP, the information that it wishes to remain undisclosed in relation to this Agreement, taking into account, among other things, the following criteria:

- secrecy of the information in the sense that the information 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 field,

- the actual or potential commercial value of the information by virtue of its secrecy,

- 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.

2. Participants shall not normally be required to provide undisclosed information to the Parties. Should the Parties become aware of such information, they shall respect the privileged nature thereof, and it shall not be further disclosed by, within, or between the Parties, without the written consent of the participant(s) to whom the information belongs. These limitations shall automatically terminate when such information is disclosed by the owner, without restriction, to experts in the field.

3. Each Party shall ensure that undisclosed information, communicated between them under the Agreement, and its ensuing privileged nature is readily recognisable as such by the other Party, 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.

4. Undisclosed information communicated under the Agreement, and received from the other Party, 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 writ-

ten agreement of confidentiality and shall be readily recognisable as such, as set out above.

5. With the prior written consent of the Party providing undisclosed information under the Agreement, the receiving Party may disseminate such undisclosed information more widely than otherwise permitted in paragraph 4. The Party 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 the 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 in Section IV.A, 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 make its best efforts to ensure that undisclosed information received by it under the Agreement shall be controlled as provided therein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of paragraphs A and B, it shall immediately inform the Party likely to be affected by the dissemination. The Parties involved shall thereafter consult to define an appropriate



course of action.

## **Appendix**

Indicative features of a joint technology management plan (JTMP)

The JTMP is a specific contract to be concluded between the participants in joint research defining their respective rights and obligations. With respect to intellectual property rights, the JTMP will normally address, inter alia: ownership, protection, user rights for re-

search and development purposes, exploitation and dissemination, including arrangements for joint publication, the rights and obligations of visiting researchers and dispute settlement procedures. The JTMP may also address foreground and background information, the rules governing disclosure of undisclosed information, licensing and deliverables.

(1) The indicative features of such JTMPs are set out in the Appendix.

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# **MEMORANDUM of Understanding between the European Atomic Energy Community represented by the Commission of the European Communities and the Government of Canada concerning cooperation in the field of fusion research and development**

## **Article I**

### **Scope and objectives of the Memorandum**

The Government of Canada and the European Atomic Energy Community represented by the Commission of the European Communities, hereinafter referred to as 'the Parties',

- RECALLING the Framework Agreement for Commercial and Economic Cooperation between Canada and the European Communities of 6 July 1976 which provides in Article III.2 for technological and scientific exchanges,

- RECOGNISING the mutual benefits which may be derived from cooperation in the field of fusion research and development,

- CONSIDERING that the Commission of the European Communities is co-

ordinating on behalf of the European Atomic Energy Community an extensive European activity on fusion and that the National Research Council of Canada is coordinating a recently established Canadian activity on fusion, and

- HAVING in mind the development of closer collaboration in the future;

HEREBY agree to cooperate in the field of fusion research and development and in particular on those areas which are listed in the Annex to this memorandum.

## **Article II**

### **Modalities of cooperation**

The forms of cooperation will comprise essentially the following:

- exchange of information, including progress reports and other non-confidential scientific results which the par-



ties have the right to disclose and which are either in their possession or available to them;

- mutual participation in scientific meetings organized by either Party;

- exchange of experts, for which each Party will bear the personnel expenses for the secondment of its own experts;

- conduct of joint experiments, studies and projects as agreed by the Joint Committee mentioned below, especially with regard to NET (Next European Torus) and other facilities of both Parties;

- exchange of materials, equipment and instrumentation.

### **Article III**

#### **Implementation and programme review**

In order to implement the cooperative activities referred to above, the Parties agree to establish a joint committee composed of two representatives from each Party. On the Canadian side, the National Research Council is hereby designated as the executing agency which will appoint the Canadian representatives to the joint committee.

Implementation and details regarding the cooperative activities will be established by unanimous agreement of the joint committee. These activities will be compatible with those undertaken in the framework of the International Energy Agency and in which both Parties participate. Progress reports may be submitted to the preparatory and general cooperation subcommittee of the joint cooperation committee, under the Framework Agreement mentioned above.

The joint committee will meet as necessary and at least once a year, alter-

nately in Europe and Canada. In the interval between meetings, the joint committee may make decisions by an exchange of correspondence.

One year's notice of termination of any cooperative activity will be given to the Parties through the joint committee.

### **Article IV**

#### **Source of funds**

The activities carried out under this memorandum will be subject to and dependent on funds and manpower available to each party. Each party will bear the costs of its own participation in cooperative activities under this memorandum.

### **Article V**

#### **Effective date**

This Memorandum of Understanding will be effective commencing with the later of the two dates on which it is signed and subject to Article III will remain in force for a period of five years from the effective date unless previously extended by agreement between the parties.

Signed at  
on

in duplicate in English and French, both texts being equally authentic.

1.2 // For the European Atomic Energy Community represented by the Commission of the European Communities

// For the Government of Canada



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## ANNEX

### **Fusion R & D topics which have been identified in particular for EAEC/Canada cooperation**

- Tokamak physics including auxiliary heating, refuelling, diagnostics, data acquisition, and control instrumentation

- Fusion fuels including requirements for the managing of tritium and possible arrangements for its supply
- Remote manipulation
- Safety and environment problems related to fusion
- High-power electrotechnology.

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## **IMPLEMENTING AGREEMENT between the European Atomic Energy Community represented by the Commission of the European Communities and Atomic Energy of Canada Limited designated as implementing agent by the Government of Canada on the involvement of Canada in the European Atomic Energy Community contribution to the engineering design activities (EDA) for the International Thermonuclear Experimental Reactor (ITER)**

THE EUROPEAN ATOMIC ENERGY COMMUNITY (hereinafter referred to as 'EURATOM') represented by the Commission of the European Communities (hereinafter referred to as 'the Commission'), and ATOMIC ENERGY OF CANADA LIMITED (hereinafter referred to as 'AECL'), designated as implementing agent by the Government of Canada pursuant to Article IV of the memorandum of understanding for cooperation in the field of controlled nuclear fusion (hereinafter referred to as 'the MoU') concluded by EURATOM and the Government of Canada on 25 July 1995;

WHEREAS Article V of the MoU anticipates that specific details and procedures to implement activities under the MoU will, when necessary, be established, on a case by case basis, in specific implementing agreements,

WHEREAS Article III of the MoU anticipates the involvement in either Party's contribution to fusion projects involving third parties such as the International Thermonuclear Experimental Reactor (ITER);

WHEREAS EURATOM concluded, on 21 July 1992, the Agreement among EURATOM, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America on Cooperation in the Engineering Design Activities (EDA) for the International Thermonuclear Experimental Reactor (ITER) (hereinafter referred to as the 'EDA Agreement') and, on 21 March 1994, its Protocol 2 (1);

WHEREAS Article 19 of the EDA Agreement specifies that each Party to the EDA Agreement may involve in its contribution to the implementation of the Agreement, its Annexes and Proto-



cols other countries which possess relevant specific capabilities;

WHEREAS the Government of Canada, through AECL, has expressed the wish to be involved in the EURATOM contribution to the ITER DEA;

WHEREAS AECL administers the Canadian National Fusion Programme which is implemented principally through two provincial electrical utility-based projects - the Centre canadien de fusion magnétique (CCFM), managed by Hydro Québec and the Canadian Fusion Fuels Technology Project (CFFTP), managed by Ontario Hydro; whereas staff of the Canadian National Fusion Programme include staff of CFFTP, CCFM, and their contractors, and are hereinafter referred to as 'AECL or its personnel';

WHEREAS the ITER Council has approved, on 21 to 22 April 1993 and 27 to 28 January 1994, the conditions of such an involvement,

HAVE REACHED THE FOLLOWING UNDERSTANDING:

1. EURATOM will involve Canada, through AECL, in its contribution to the EDA.

2. The Government of Canada, through AECL, has noted, and will comply with the terms of the EDA Agreement, its Annexes, Protocol 2, and the Negotiators' Shared Views (together with their attachments) accompanying Protocol 2.

3. The modalities for AECL's involvement in the process by which tasks are assigned by ITER to the EURATOM Party will be agreed between the Director of the Canadian National Fusion Programme, or a person designated by him, and the Director of the EURATOM Fusion Programme, or a person designat-

ed by him. Subject to paragraph 2, the arrangements for such activities will be consistent with the provisions of the MoU.

4. AECL's involvement in the EURATOM contribution to the resources that the four ITER EDA Parties have agreed to make available on an equal basis for the implementation of the EDA Agreement will consist of up to about Cdn \$ 4 million a year in terms of ITER tasks (design and technology R&D) and of up to about five professionals as part of the EURATOM contingent to the Joint Central Team. Canada's involvement will be at no cost to EURATOM and will be subject to the availability of appropriated funds.

5. As provided in Article V of the MoU, the provisions of Annex I and Annex II of the MoU will apply except as provided below.

Without prejudice to the full applicability of Annex C to the EDA Agreement in respect of the allocation of rights, title and interests in and to intellectual property created without the participation of Canada through AECL or its personnel the following provisions shall apply.

5.1. If intellectual property is created by AECL or its personnel in Canada in the execution of a task assigned to the Home Team of EURATOM, Canada through AECL or its personnel shall be entitled to acquire all right, title and interest in all countries in and to such intellectual property according to applicable laws and regulations, subject to EURATOM being granted licences with the right to sub-licence, on fair and reasonable terms for all purposes other than for research and development in controlled thermonuclear fusion as a source of energy for peaceful purposes. In that case, Canada through AECL shall ensure



that the personnel of the Joint Central Team can freely use the protected subject matters for the execution of the tasks assigned to the Joint Central Team, and that all Parties including EURATOM are granted an irrevocable, non-exclusive, royalty-free licence, with the right to sub-licence for research and development in controlled thermonuclear fusion as a source of energy for peaceful purposes.

5.2. If intellectual property is created by AECL or its personnel, working in the Home Team of EURATOM, in the execution of a task assigned to that Home Team, Canada through AECL or its personnel shall be entitled to acquire all right, title and interest in Canada. Likewise EURATOM or its personnel shall be entitled to acquire all right, title and interest in and to any such intellectual property in its own territory, and in all third countries other than Canada. EURATOM and Canada through AECL shall ensure that the personnel of the Joint Central Team can freely use the projected subject matter for the execution of the tasks assigned to the Joint Central Team, and that all Parties including EURATOM are granted an irrevocable, non-exclusive, royalty-free licence, with the right to sub-licence for research and development in controlled thermonuclear fusion as a source of energy for peaceful purposes.

5.3. If intellectual property is created by AECL or its personnel, which is seconded by EURATOM to the Joint Central Team, the ITER Director shall promptly inform the ITER Council with a recommendation on the countries where intellectual property protection should be obtained. Each Party or its personnel and Canada through AECL and its personnel shall, however, be entitled to acquire all right, title and inter-

est in and to intellectual property in their respective territories. The ITER Council shall decide whether and how to seek such protection in third countries other than Canada. Each Party and Canada through AECL shall ensure that the personnel of the Joint Central Team can freely use the protected subject matter for the execution of the tasks assigned to the Joint Central Team, and that all Parties including EURATOM are granted an irrevocable, non-exclusive, royalty-free licence, with the right to sub-licence for research and development in controlled thermonuclear fusion as a source of energy for peaceful purposes.

5.4. If intellectual property is created by AECL or its personnel, which is seconded by EURATOM to the Home Team of another Party (the receiving Party), subject to the relevant applicable laws:

(i) the receiving Party or its personnel shall be entitled to acquire all right, title and interest in and to any such intellectual property in all countries except EURATOM and Canada subject to a non-exclusive, irrevocable, royalty-free licence, with the right to sub-licence, to the other Parties for research and development on controlled thermonuclear fusion as a source of energy for peaceful purposes;

(ii) EURATOM or its personnel shall be entitled to acquire all right, title and interest in and to any such intellectual property in its own territory, subject to a non-exclusive, irrevocable, royalty-free licence, with the right to sub-licence, to the other Parties for research and development on controlled thermonuclear fusion as a source of energy for peaceful purposes;

(iii) Canada through AECL or its personnel shall be entitled to acquire all



right, title and interest in and to any such intellectual property in Canada, subject to a non-exclusive, irrevocable, royalty-free licence, with the right to sub-licence, to the other Parties for research and development on controlled thermonuclear fusion as a source of energy for peaceful purposes.

5.5. If intellectual property is created by personnel of one Party (the sending Party) which is seconded to Canada, subject to the relevant applicable laws:

(i) Canada through AECL or its personnel shall be entitled to acquire all right, title and interest in and to any such intellectual property in all countries except the sending Party and EURATOM, subject to a non-exclusive, irrevocable, royalty-free licence, with the right to sub-licence, to each Party for research and development on controlled thermonuclear fusion as a source of energy for peaceful purposes;

(ii) the sending Party or its personnel shall be entitled to acquire all right, title and interest in and to any such intellectual property in its own territory, sub-

ject to a non-exclusive, irrevocable, royalty-free licence, with the right to sub-licence, to the other Parties for research and development on controlled thermonuclear fusion as a source of energy for peaceful purposes;

(iii) EURATOM or its personnel shall be entitled to acquire all right, title and interest in and to any such intellectual property in its own territory, subject to a non-exclusive, irrevocable, royalty-free licence, with the right to sub-licence, to the other Parties for research and development on controlled thermonuclear fusion as a source of energy for peaceful purposes.

Signed at Brussels, 25 July 1995.

For Atomic Energy of Canada Limited designated as implementing agent by the Government of Canada

*Jacques ROY*

For the European Atomic Energy Community

represented by the Commission of the European Communities

*Jacques SANTER*

## **MEMORANDUM OF Understanding for cooperation between the European Atomic Energy Community and the Government of Canada in the field of controlled nuclear fusion**

THE EUROPEAN ATOMIC ENERGY COMMUNITY (hereinafter referred to as 'EURATOM'), represented by the Commission of the European Communities (hereinafter referred to as 'the Commission'), and THE GOVERNMENT OF CANADA, (collectively referred to as 'the Parties'),

HAVING REGARD TO the Framework Agreement for Commercial and Economic Cooperation between Canada and the European Communities of 6 July

1976 (1) which provides in Article 3 (2) for technological and scientific exchanges,

DESIRING to facilitate the achievement of controlled nuclear fusion energy as an environmentally acceptable, economically competitive, and virtually limitless source of energy;

NOTING that the EURATOM fusion programme is a broad-based programme embracing all activities undertaken in the Community in the field of



controlled nuclear fusion by magnetic confinement and is implemented through contracts of association between EURATOM and the Member States, organizations in the Member States, and Switzerland, by the Joint European Torus (JET) joint undertaking, by the Joint Research Centre, through a multi-lateral agreement concerning the Next European Torus (NET) and through contracts with industry; and that the EURATOM fusion programme presents itself as a single body in its relations with other fusion programmes in the world;

NOTING that the Canadian national fusion programme is a focused programme concentrating on the specific strengths of fusion science and technology in Canada and is administered by Atomic Energy of Canada Limited and is implemented principally through two provincial electrical-utility-based projects - the Centre canadien de fusion magnétique (CCFM), managed by Hydro Québec and the Canadian Fusion Fuels Technology Project (CFFTP), managed by Ontario Hydro;

NOTING that EURATOM and the Government of Canada are Parties to the Agreement of Cooperation in the Peaceful Uses of Atomic Energy of 6 October 1959, as amended, and that the amendment in the form of an exchange of letters dated 15 July 1991 governs transfers of tritium and tritium-related equipment from Canada to EURATOM for the purpose of the latter's fusion programme;

RECOGNIZING that the Parties' fusion programmes are complementary and that mutual benefits have been derived from cooperation between the Parties in the field of fusion energy research and development under the memorandum of understanding between the Eu-

ropean Atomic Energy Community and the Government of Canada concerning Cooperation in the field of fusion research and development, dated 6 March 1986;

DESIRING TO continue and strengthen such cooperation in the future,

HAVE REACHED THE FOLLOWING UNDERSTANDING:

### **Article I**

The objective of this understanding is to maintain and strengthen cooperation between the Parties, on the basis of mutual benefit and reciprocity, in the areas covered by their fusion programmes in order to develop the scientific understanding and technological capability underlying a fusion power system.

### **Article II**

Cooperation under this understanding may be entered upon in:

- (a) Tokamaks;
- (b) plasma physics;
- (c) fusion technology;
- (d) fusion fuels;
- (e) alternative lines to Tokamaks; and
- (f) other areas as mutually decided in writing.

### **Article III**

Cooperation pursuant to this understanding may include the following activities:

- (a) exchange and provision of information and data;
- (b) involvement in either Party's contributions to the fusion programmes or projects involving third parties such as ITER (International Thermonuclear Experimental Reactor), subject to the consent, if required, of such third parties;



(c) participation in studies, experiments or projects performed by either Party, and in meetings;

(d) exchange and provision of scientists, engineers and other specialists;

(e) exchange and provision of equipment, instruments, materials, fuels, and spare parts;

(f) transfers of tritium and tritium-related equipment pursuant to the above quoted amendment of 15 July 1991 to the Agreement between the Parties on cooperation in the peaceful uses of atomic energy of 6 October 1959;

(g) execution of joint studies, experiments or projects; and

(h) such other activities as mutually decided in writing.

#### **Article IV**

1. On the EURATOM side, this understanding will be implemented by the Commission or any entity or organization associated with EURATOM within the framework of the EURATOM fusion programme or the Joint European Torus (JET) joint undertaking. Such entities or organizations will be designated by EURATOM. EURATOM will inform the Government of Canada in writing of entities and organizations so designated.

2. On the Canadian side, this understanding will be implemented by the entity designated by the Government of Canada. The Government of Canada will inform EURATOM in writing of its designation. The entity so designated by the Government of Canada will designate in writing other entities and organizations to participate in the implementation of this understanding.

#### **Article V**

1. Specific details and procedures to implement activities under this understanding will, when necessary, be established, on a case by case basis, in specific implementing agreements.

2. Specific implementing agreements should, as appropriate, include provisions that deal with:

(a) the treatment of information, industrial property and copyright;

(b) terms and conditions for the exchange of staff;

(c) terms and conditions for the exchange or provision of equipment, instruments, materials, fuels and spare parts;

(d) the allocation of costs; and

(e) applicable law.

3. Each Party will require the entities and organizations designated pursuant to Article IV to include, where applicable:

(a) the provisions described in Annex I for the treatment of information, industrial property and copyright; and to reflect, where applicable,

(b) the principles described in Annex II for the exchange of staff, the exchange and provision of equipment, instruments and spare parts, transfers of tritium and tritium-related equipment and the allocation of costs and industrial property rights arising from activities other than the exchange of personnel or information, in implementing agreements concluded pursuant to this understanding.

4. Annexes I and II form an integral part of this understanding.

#### **Article VI**

1. The Parties will establish a Coordinating Committee to coordinate and su-



pervise the implementation of activities under this understanding. The Committee will consist of up to eight members, half of whom will be appointed by each Party. Each Party will nominate one of its appointed members as the head of its delegation.

2. The Coordinating Committee will meet alternately in Europe and Canada, but for any given meeting, the Parties may decide to meet at another location. The head of delegation of the host Party will chair the current meeting and convene the next meeting of the Committee to take place within a two-year period on a date satisfactory to both Parties.

3. The Coordinating Committee will:

(a) review and monitor the plans and progress of activities under this understanding;

(b) exchange information and views on scientific and technical policy issues;

(c) propose, coordinate and approve future activities that are within the scope of this understanding having regard to technical merit and level of effort to ensure overall mutual benefit and reciprocity;

(d) identify areas of cooperation and activities to be pursued under Article II (f), and Article III (h);

(e) ensure that the effect on the environment of activities under this understanding is assessed;

(f) execute such other duties as jointly decided.

4. All decisions of the Coordinating Committee will be taken by consensus.

### **Article VII**

The Parties will support the widest possible dissemination of information that is exchanged or provided under this understanding:

(i) on the condition that they have the right to disclose it and that it is either in their possession or available to them; and

(ii) subject to obligations to protect industrial property and copyright and to address the issues of inventions and discoveries arising from activities under this understanding.

### **Article VIII**

Nothing in this understanding will be construed to prejudice existing or future arrangements for cooperation between the Parties.

### **Article IX**

1. The performance of the Parties under this understanding will be subject to the availability of appropriated funds.

2. Cooperation under this understanding will be in accordance with the laws, regulations and policies applicable in Canada and in EURATOM and its Member States.

3. Each Party will use its best efforts, within the framework of the applicable laws, regulations and policies, to facilitate the movement of persons, the import and export of materials, fuels, and equipment and the transfer of currency which is required for the implementation of this understanding.

4. All costs resulting from the implementation of this understanding will be borne by the Party which incurs them unless otherwise specifically decided by the Parties. Any such decision will be expressed in writing.

### **Article X**

1. All questions related to this understanding arising during its duration will be settled by agreement of the Parties.



2. All disputes related to this understanding will be settled by consultation between the Parties.

### **Article XI**

In the event that, over the duration of this understanding, the nature of either Party's fusion programme changes substantially, whether by expansion, reduction or transformation, or by an amalgamation of elements, with the fusion programme of a third party, either Party will have the right to request revisions in the scope and terms of the understanding.

### **Article XII**

1. This understanding will enter into effect on the date of signature by both Parties. It will remain in effect for 10 years unless terminated at any time at the discretion of either Party by giving to the other Party at least six months written advance notice of its intention to terminate this understanding.

This understanding may be amended or extended by decision of the Parties expressed in writing.

2. Any activity entered upon under this understanding and not completed at the time of termination of this understanding may be continued until its completion.

3. The termination of this understanding will not affect rights that may have accrued under this understanding to either Party up to the date of termination or rights and obligations under the implementing agreements concluded pursuant to this understanding.

### **Article XIII**

This understanding will apply, in so far as EURATOM is concerned, to the

territories to which the Treaty establishing the European Atomic Energy Community applies and to the territories of the countries participating in the EURATOM fusion programme as fully associated third States.

Signed, in duplicate in English and French, at Brussels, 25 July 1995.

For the European Atomic Energy Community

*Edith CRESSON*

For the Government of Canada

*Jacques ROY*

## **ANNEX I**

### **Article V (3) (a)**

Without prejudice to the inclusion of additional terms and conditions and pursuant to Article 5 of the memorandum of understanding for cooperation between the European Atomic Energy Community and the Government of Canada in the field of controlled nuclear fusion, the Parties will require the inclusion, as appropriate, of the following provisions in implementing agreements concluded pursuant to this understanding.

#### **A.1. Proprietary information**

##### **A.1.1. Definitions**

'Proprietary information' means scientific or technical data, results or methods of research and development, and any other information intended to be provided or exchanged under this implementing agreement, such as know-how, information directly related to inventions and discoveries, technical, commercial or financial information, provided that it is appropriately marked or considered as such in accordance with subparagraph A.1.2 (b) and:



(a) is not generally known or publicly available from other sources;

(b) has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(c) is not already in the possession of the receiving party without obligation concerning its confidentiality.

'Document' means a record of information whether in written form or recorded on disc, tape, read-only memory (ROM) or other medium.

#### A.1.2. Procedures

(a) The party receiving proprietary information under this implementing agreement shall respect the confidential nature thereof.

(b) Any document which contains proprietary information shall be clearly marked by the providing party with the following (or substantially similar) restrictive provision:

'This document contains proprietary information furnished in confidence under an implementing agreement concluded pursuant to the memorandum of understanding for cooperation between the European Atomic Energy Community and the Government of Canada in the field of controlled nuclear fusion (hereinafter referred to as "the MOU") dated 25 July 1995 and shall not be disseminated outside the Commission, the Government of Canada, entities and organizations designated by EURATOM or the Government of Canada pursuant to the MOU, their contractors, and licensees without the prior written approval of (the providing party).

This notice shall be marked on any reproduction of this document, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without

restriction.'

(c) Proprietary information received in confidence under this implementing agreement may be disseminated by the receiving party to:

(i) persons within or employed by the receiving party or as the case may be by EURATOM or the Government of Canada, or by entities or organizations designated by EURATOM or the Government of Canada pursuant to the memorandum of understanding for cooperation between the European Atomic Energy Community and the Government of Canada in the field of controlled nuclear fusion;

(ii) contractors or subcontractors of the receiving party for use only within the framework of their contracts with the receiving party in work relating to the subject matter of the proprietary information; provided that any proprietary information so disseminated shall be marked with a restrictive provision substantially identical to that appearing in subparagraph A.1.2 (b); and provided that the recipient thereof has agreed to respect the confidential nature of such information and agrees to disclose it no further without the prior approval of the providing party obtained by the receiving party.

(d) With the prior written consent of the party providing proprietary information under this implementing agreement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in subparagraph A.1.2 (c). Both the providing and receiving parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination.

A.1.3. If one of the parties becomes



aware that it will be, or may reasonably be expected to become, unable to meet the restrictions on dissemination in the paragraph A.1.2, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

A.1.4. The providing party in its relation with the receiving party does not warrant the suitability of any information transmitted for any particular use or application.

A.1.5. Each party shall treat proprietary information communicated through seminars, workshops, and other meetings, the assignment of staff, use of facilities or exchange of equipment according to the principles specified in paragraph A.1.2 provided that proprietary information communicated other than in a document shall not be subject to the limitations on disclosure unless the person communicating such information notifies the recipient in writing that the information communicated is proprietary information.

## **A.2. Inventions and discoveries**

### **A.2.1. Definitions**

For the purpose of paragraph A.2.2 'country' shall mean, insofar as EURATOM is concerned, the territories to which the Treaty establishing the European Atomic Energy Community applies and the territories of the countries participating in the EURATOM fusion programme as fully associated third States.

A.2.2. With respect to any invention or discovery made or conceived in the execution of this implementing agreement, the parties shall take all necessary steps within the framework of the applicable laws and regulations with a view to realizing the following:

(a) Where the invention or discovery

is made or conceived by personnel (the inventor) of one party (the assigning party) or its contractors while assigned to the other party (the receiving party) or its contractors in connection with exchanges of scientists, engineers and other specialists:

(i) the receiving party shall acquire all right, title and interest in and to any such invention or discovery within its country and in third countries; and

(ii) the assigning party or the inventor shall acquire all right, title and interest in and to any such invention or discovery within its country.

(b) In cases to which subparagraph A.2.2 (a) does not apply and where the invention or discovery is made or conceived by personnel of one party or its contractor as a direct result of employing information which has been communicated to it under this implementing agreement by other party or communicated during seminars or other joint meetings, the party or its contractor whose personnel make or conceive the invention or discovery shall acquire all right, title, and interest in and to such inventions or discoveries in all countries; such right, title and interest are subject to a grant to the other party of a royalty-free, non-exclusive, irrevocable licence (including the right of the other party to grant sub-licences) in and to any such invention or discovery, and right associated with a patent application related to such invention or discovery and any patent or any other protection relating to such invention or discovery in all countries.

(c) The party which owns the invention referred to in subparagraphs A.2.2 (a) and (b) shall, upon request, licence such invention or discovery to the other



party on reasonable terms and conditions.

A.2.3. Each party shall, without prejudice to any right of inventor under the applicable laws, take all necessary steps to provide the cooperation of its personnel required to implement the provisions of paragraph A.2.2. With respect to any invention or discovery made or conceived in the execution of this implementing agreement, each party shall assume the responsibility to pay awards or compensation required to be paid to its own employees or in accordance with applicable laws.

### **A.3. Copyrights**

Copyrights held by the parties shall be accorded treatment consistent with the Berne Convention (as revised). As to copyrights on works provided or exchanged pursuant to this implementing agreement, owned or controlled by one party, that party shall grant to the other party a licence to reproduce or translate copyrighted material.

## **ANNEX II**

### **Article V (3) (b)**

#### **B.1. Exchange of staff**

With respect to any exchange of scientists, engineers and other specialists under the memorandum of understanding for cooperation between the European Atomic Energy Community and the Government of Canada in the field of controlled nuclear fusion and without prejudice to the application of other principles, the following principles should be applied by the parties to implementing agreements:

(a) Each party should ensure that scientists, engineers and other specialists (hereinafter referred to as 'assigned staff') selected for assignment to the

other party are qualified for the functions that they will exercise.

(b) The receiving party should arrange for adequate accommodation for the assigned staff and their families on a basis agreeable to both parties.

(c) The receiving party should provide all necessary assistance to the assigned staff and their families for administrative formalities (travel arrangements, etc.).

(d) Parties should ensure that assigned staff will conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed in a separate assignment arrangement.

#### **B.2. Exchange of equipment, instruments, materials, fuels and spare parts**

In the event that equipment, instruments, materials, fuels or spare parts (all of which are hereinafter referred to as 'items') are to be exchanged or provided under an implementing agreement concluded pursuant to the memorandum of understanding for cooperation between the European Atomic Energy Community and the Government of Canada in the field of controlled nuclear fusion, without prejudice to the application of other principles, the following provisions should be applied by the parties to the implementing agreement:

(a) The sending party should supply, as soon as possible, a detailed list of the items it will provide together with the relevant specifications and technical and informational documentation for them.

(b) Items provided by the sending party should remain its property and should be returned to the sending party upon completion of the activity that is the subject of the implementing agreement, unless otherwise agreed by the parties.



(c) Items should be brought into operation at the host establishment only by common agreement of the parties.

(d) The receiving party should provide the necessary premises for the items and should ensure the availability of electrical power, water, gas or other requirements as decided in common by the parties.

(e) Responsibility for the outbound and return transport of the items from the sending party to their ultimate destination at the installation of the receiving party, and for their safekeeping and insurance en route, together with related expenses, should be undertaken by the sending party, unless otherwise agreed by the parties.

(f) The receiving party should notify customs authorities that the items provided by the sending party are for carrying out agreed activities of a scientific character and not of a commercial character.

Transfers of tritium and tritium-related equipment will be governed by the amendment of 15 July 1991 to the Agreement between the Parties on Cooperation in the Peaceful Uses of Atomic Energy of 6 October 1959.

### **B.3. Allocation of costs**

In an implementing agreement concluded pursuant to the memorandum of understanding between the European Atomic Energy Community and the Government of Canada in the field of controlled nuclear fusion, without prejudice to the application of other principles, the following principle on the allocation of costs should be applied by the parties to the implementing agreement:

All costs arising under an implementing agreement should be borne by the party thereto that incurs them unless otherwise specifically agreed by the parties. Any such agreement should be expressed in writing.

### **B.4. Industrial property rights**

The parties to the implementing agreements covering activities other than exchange of personnel or information should, prior to commencing such cooperative activities, decide on an appropriate distribution of industrial property rights relating to inventions or discoveries resulting from such activities. In so deciding, they should take into consideration their respective benefits from, contribution to and rights in relation to the activities.



**AGREEMENT in the form of an exchange of letters  
between the European Atomic Energy Community  
(EURATOM) and the Government of Canada, amending the  
Agreement between the European Atomic Energy  
Community (EURATOM) and the Government of Canada  
of 6 October 1959 for cooperation in the peaceful uses of  
atomic energy**

**A. Letter from the Community**

Brussels, 21 June 1985

Your Excellency,

I refer to the Agreement between the European Atomic Energy Community (EURATOM) and the Government of Canada for Cooperation in the Peaceful Uses of Atomic Energy, signed on 6 October 1959 and subsequently amended by the exchange of letters of 16 January 1978 and 18 December 1981, hereinafter referred to as the "Agreement".

The nuclear relationship between EURATOM and Canada has grown significantly and undergone transformation since 1959. There is therefore some importance in updating the Agreement so that it should provide a more stable, predictable and administratively effective legal framework for the expanded relationship between the Contracting Parties.

To this end, I have the honour to propose that the Agreement be updated and completed as follows: 1. Pursuant to Article XV.2 of the Agreement, after the initial period of 10 years, which expired on 17 November 1969, either Contracting Party can terminate the Agreement at any time, subject to six months' notice. The Contracting Parties hereby agree that the Agreement shall remain in force for a further period of 20 years from today's date. If neither Contracting Party has notified the other Contract-

ing Party of its intention to terminate the Agreement at least six months prior to expiry of that period, the Agreement shall continue in force for additional periods of five years each unless, at least six months before the expiration of any such additional period, a Contracting Party notifies the other Contracting Party of its intention to terminate the Agreement.

2. Article IX (1) of the Agreement provides that the prior consent in writing of the Community or the Government of Canada, as the case may be, is required for the transfer beyond the control of either Contracting Party of material or equipment obtained pursuant to the Agreement or source of special nuclear material derived through the use of such material or equipment. In order to facilitate the administration of the Agreement: (a) In the case of natural uranium, depleted uranium, other source materials, uranium enriched to 20% or less in the isotope U-235 and heavy water, Canada hereby provides its consent to the future retransfers of such items by the Community to third parties, provided that: (i) such third parties have been identified by Canada;

(ii) procedures acceptable to both Contracting Parties relating to such retransfers shall be established;

(b) retransfers to third parties of material or equipment other than those referred to in (a) above, shall continue to



require the prior written consent of Canada prior to the retransfer;

(c) in the case of non compliance by EURATOM with the provisions in this paragraph, Canada shall have the right to terminate the arrangements made pursuant to this paragraph in whole or in part.

3. Further to Article IX (1) of the Agreement, Canada hereby provides its consent for the retransfer, in any given period of 12 months, to any third party, signatory to the NPT, of the following materials and quantities: (a) special fissionable material (50 effective grams);

(b) natural uranium (500 kilograms);

(c) depleted uranium (1,000 kilograms), and

(d) thorium (1,000 kilograms).

The Joint Technical Working Group shall establish administrative arrangements for the purpose of reviewing the implementation of this provision.

4. With reference to paragraph (d) of the exchange of letters of 16 January 1978 amending the EURATOM/Canada Agreement of 1959, EURATOM agrees to waive the requirement for prior notification in cases where natural uranium, depleted uranium, other source materials, uranium enriched to 20% or less in the isotope U-235 and heavy water are received by EURATOM from a third party, identified in accordance with paragraph 2 (a) (i) above, which has identified the item or the items as being subject to an Agreement with Canada. In such cases, the item or items shall become subject to the Agreement upon receipt.

5. The Contracting Parties may wish, in particular circumstances, to apply mechanisms other than those set forth in the Agreement in order to: (a) make material subject to the Agreement, or

(b) remove material from coverage of the Agreement.

There shall be prior written agreement between the Contracting Parties in each case on the conditions under which such mechanisms are to be applied.

6. The Contracting Parties recognize that the programme provided for in Article II of the Agreement has been successfully carried out and brought to conclusion and reaffirm their commitment to mutual cooperation in nuclear research and development as laid down in Article I. They note that the list of fields of cooperation, set out in Article I, is illustrative and not exhaustive.

If the foregoing is acceptable to the Government of Canada, I have the honour to propose that this letter, which is authentic in both English and French, together with Your Excellency's reply to that effect shall constitute an agreement amending the Agreement. The present agreement shall take effect as of the date of Your Excellency's reply to this letter.

Please accept, your Excellency, the assurance of my highest consideration.

For the European Atomic Energy Community

*WILLY DE CLERCQ*

## **B. Letter from the Government of Canada**

Brussels, 21 June 1985

Sir,

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

"I refer to the Agreement between the European Atomic Energy Community (EURATOM) and the Government of Canada for Cooperation in the Peaceful Uses of Atomic Energy, signed on 6 October 1959 and subsequently amended



by the exchange of letters of 16 January 1978 and 18 December 1981, hereinafter referred to as the "Agreement".

The nuclear relationship between EURATOM and Canada has grown significantly and undergone transformation since 1959. There is therefore some importance in updating the Agreement so that it should provide a more stable, predictable and administratively effective legal framework for the expanded relationship between the Contracting Parties.

To this end, I have the honour to propose that the Agreement be updated and completed as follows: 1. Pursuant to Article XV.2 of the Agreement, after the initial period of 10 years, which expired on 17 November 1969, either Contracting Party can terminate the Agreement at any time, subject to six months' notice. The Contracting Parties hereby agree that the Agreement shall remain in force for a further period of 20 years from today's date. If neither Contracting Party has notified the other Contracting Party of its intention to terminate the Agreement at least six months prior to expiry of that period, the Agreement shall continue in force for additional periods of five years each unless, at least six months before the expiration of any such additional period, a Contracting Party notifies the other Contracting Party of its intention to terminate the Agreement.

2. Article IX (1) of the Agreement provides that the prior consent in writing of the Community or the Government of Canada, as the case may be, is required for the transfer beyond the control of either Contracting Party of material or equipment obtained pursuant to the Agreement or source of special nuclear material derived through the use

of such material or equipment. In order to facilitate the administration of the Agreement: (a) In the case of natural uranium, depleted uranium, other source materials, uranium enriched to 20% or less in the isotope U-235 and heavy water, Canada hereby provides its consent to the future retransfers of such items by the Community to third parties, provided that: (i) such third parties have been identified by Canada;

(ii) procedures acceptable to both Contracting Parties relating to such retransfers shall be established;

(b) retransfers to third parties of material or equipment other than those referred to in (a) above, shall continue to require the prior written consent of Canada prior to the retransfer;

(c) in the case of non compliance by EURATOM with the provisions in this paragraph, Canada shall have the right to terminate the arrangements made pursuant to this paragraph in whole or in part.

3. Further to Article IX (1) of the Agreement, Canada hereby provides its consent for the retransfer, in any given period of 12 months, to any third party, signatory to the NPT, of the following materials and quantities: (a) special fissionable material (50 effective grams);

(b) natural uranium (500 kilograms);

(c) depleted uranium (1,000 kilograms), and

(d) thorium (1,000 kilograms).

The Joint Technical Working Group shall establish administrative arrangements for the purpose of reviewing the implementation of this provision.

4. With reference to paragraph (d) of the exchange of letters of 16 January 1978 amending the EURATOM/Canada Agreement of 1959, EURATOM agrees to waive the requirement for prior noti-



fication in cases where natural uranium, depleted uranium, other source materials, uranium enriched to 20 % or less in the isotope U-235 and heavy water are received by EURATOM from a third party, identified in accordance with paragraph 2 (a) (i) above, which has identified the item or the items as being subject to an Agreement with Canada. In such cases, the item or items shall become subject to the Agreement upon receipt.

5. The Contracting Parties may wish, in particular circumstances, to apply mechanisms other than those set forth in the Agreement in order to: (a) make material subject to the Agreement, or

(b) remove material from coverage of the Agreement.

There shall be prior written agreement between the Contracting Parties in each case on the conditions under which such mechanisms are to be applied.

6. The Contracting Parties recognize that the programme provided for in Article II of the Agreement has been successfully carried out and brought to conclusion and reaffirm their commitment to mutual cooperation in nuclear re-

search and development as laid down in Article I. They note that the list of fields of cooperation, set out in Article I, is illustrative and not exhaustive.

If the foregoing is acceptable to the Government of Canada, I have the honour to propose that this letter, which is authentic in both English and French, together with Your Excellency's reply to that effect shall constitute an agreement amending the Agreement. The present agreement shall take effect as of the date of Your Excellency's reply to this letter."

I have the honour to inform you that the Government of Canada is in agreement with the contents of your letter, and to confirm that your letter and this reply, which is authentic in English and French, shall constitute an agreement amending the Agreement between the Government of Canada and the European Atomic Energy Community (EURATOM) of 6 October 1959, as amended, which shall enter into force on the date of this letter.

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

For the Government of Canada  
*Jacques GIGNAC*



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**AGREED MINUTES to the Agreement in the form of an exchange of letters between the European Atomic Energy Community (EURATOM) and the Government of Canada, amending the Agreement between the European Atomic Energy Community (EURATOM) and the Government of Canada of 6 October 1959 for cooperation in the peaceful uses of atomic energy**

1. Paragraph 2 (a) of the present Agreement contemplates simplified procedures for transfers of nuclear items.

2. In implementation of such provision Canada shall provide the Community with, and keep up to date, the list of countries to which nuclear items can be transferred in accordance with the aforementioned provision. In identifying such countries Canada will take into account both the non-proliferation policy of the Canadian Government and requests made by the Community to cover its industrial and commercial interests. Canada will be prepared to consider any requests by the Community for the maintenance of any countries on the list or the inclusion of any additional countries on it.

3. During the negotiations on 19 and 20 November 1984, the Canadian del-

egation stated, with reference to paragraph 2 (a) (ii) of the present Agreement, that Canada would use its best endeavours in discussions with other trading partners concerned progressively to simplify as far as possible, consistent with its non-proliferation policy, the notification and related procedures connected with retransfers. Canada's general aim is to establish a network of partner countries amongst which Canadian-origin nuclear material could circulate as easily as possible.

4. With reference to paragraph 5 of the present Agreement, the intention of the Contracting Parties would be, jointly and progressively, to develop a body of administrative precedents aimed at enabling individual cases to be treated expeditiously.



# Agreement Between the Government of Canada and the European Communities Regarding the Application of their Competition Laws

THE GOVERNMENT OF CANADA ("Canada") of the one part and

THE EUROPEAN COMMUNITY AND THE EUROPEAN COAL AND STEEL COMMUNITY ("the European Communities") of the other part ("the Parties"):

CONSIDERING the close economic relations between them;

RECOGNISING that the world's economies, including those of the Parties, are becoming increasingly interrelated;

NOTING that the Parties share the view that the sound and effective enforcement of competition law is a matter of importance to the efficient operation of their respective markets and to trade between them;

ACKNOWLEDGING their commitment to enhancing the sound and effective enforcement of their competition laws through cooperation and, in appropriate cases, coordination between them in the application of those laws;

NOTING that coordination of their enforcement activities may, in certain cases, result in a more effective resolution of the Parties' respective competition concerns than would be attained through independent enforcement action by the Parties;

ACKNOWLEDGING the Parties' commitment to giving careful consideration to each other's important interests in the application of their competition laws and to using their best efforts to arrive at an accommodation of those interests;

HAVING regard to the Recommenda-

tion of the Organisation for Economic Cooperation and Development Concerning Cooperation Between Member Countries on Restrictive Business Practices Affecting International Trade, adopted on 27 and 28 July 1995; and

HAVING regard to the Economic Cooperation Agreement between Canada and the European Communities adopted on 6 July 1976, to the Declaration on European Community-Canada Relations adopted on 22 November 1990 and to the Joint Political Declaration on Canada-EU Relations and its accompanying Action Plan adopted on December 17, 1996;

HAVE AGREED AS FOLLOWS:

## I. Purpose and Definitions

1. The purpose of this Agreement is to promote cooperation and coordination between the competition authorities of the Parties and to lessen the possibility or impact of differences between the Parties in the application of their competition laws.

2. In this Agreement, "anti-competitive activities" shall mean any conduct or transaction that may be subject to penalties or other relief under the competition laws of a Party;

"competent authority of a Member State" shall mean that authority of a Member State set out in Annex A. Annex A may be added to or modified at any time by the European Communities. Canada will be notified in writing of such additions or modifications before any information is sent to a newly listed



authority.

"competition authority" and "competition authorities" shall mean:

(i) for Canada, the Commissioner of Competition appointed under the Competition Act, and

(ii) for the European Communities, the Commission of the European Communities, as to its responsibilities pursuant to the competition laws of the European Communities;

"competition law or laws" shall mean:

(i) for Canada, the Competition Act and regulations thereunder, and

(ii) for the European Communities, Articles 85, 86, and 89 of the Treaty establishing the European Community, Council Regulation (EEC) No 4064/89 on the control of concentrations between undertakings, Articles 65 and 66 of the Treaty establishing the European Coal and Steel Community (ECSC), and their implementing Regulations pursuant to the said Treaties including High Authority Decision No 24-54, as well as any amendments thereto and such other laws or regulations as the parties may jointly agree in writing to be a "competition law" for the purposes of this Agreement; and

"enforcement activity" shall mean any application of competition law by way of investigation or proceeding conducted by the competition authority of a Party.

3. Any reference in this Agreement to a specific provision in either Party's competition law shall be interpreted as referring to that provision as amended from time to time and to any successor provisions.

## II. Notification

1. Each Party shall notify the other Party in the manner provided by this

Article and Article IX with respect to its enforcement activities that may affect important interests of the other Party.

2. Enforcement activities that may affect the important interests of the other Party and therefore ordinarily give rise to notifiable circumstances include those that:

(i) are relevant to enforcement activities of the other Party;

(ii) involve anti-competitive activities, other than mergers or acquisitions, carried out wholly or in part in the territory of the other Party;

(iii) involve conduct believed to have been required, encouraged or approved by the other Party or one of its provinces or Member States;

(iv) involve a merger or acquisition in which:

- one or more of the parties to the transaction; or

- a company controlling one or more of the parties to the transaction;

is a company incorporated or organised under the laws of the other Party or one of its provinces or Member States;

(v) involve the imposition of, or application for, remedies by a competition authority that would require or prohibit conduct in the territory of the other Party; or

(vi) involve one of the Parties seeking information located in the territory of the other Party.

3. Notification pursuant to this Article shall ordinarily be given as soon as a competition authority becomes aware that notifiable circumstances are present, and in any event, in accordance with paragraphs 4 through 7 of this Article.

4. Where notifiable circumstances are present with respect to mergers or ac-



quisitions, notification shall be given;

(a) in the case of the European Communities, when a notice is published in the Official Journal, pursuant to Article 4(3) of Council Regulation (EEC) No 4064/89, or when notice of the transaction is received under Article 66 of the ECSC Treaty and a prior authorisation from the Commission is required under that provision; and

(b) in the case of Canada, not later than when its competition authority issues a written request for information under oath or affirmation, or obtains an order under Section 11 of the Competition Act, with respect to the transaction.

5. (a) When the competition authority of a Party requests that a person provide information, documents or other records located in the territory of the other Party, or requests oral testimony in a proceeding or participation in a personal interview by a person located in the territory of the other Party, notification shall be given at or before the time that the request is made.

(b) Notification pursuant to subparagraph (a) of this paragraph is required notwithstanding that the enforcement activity in relation to which the said information is sought has previously been notified pursuant to Article II, paragraphs 1 to 3. However, separate notification is not required for each subsequent request for information from the same person made in the course of such enforcement activity unless the notified Party indicates otherwise or unless the Party seeking information becomes aware of new issues bearing upon the important interests of the notified Party.

6. Where notifiable circumstances are present, notification shall also be given far enough in advance of each of the following events to enable the other Party's

views to be considered:

(a) in the case of the European Communities,

(i) when its competition authority decides to initiate proceedings with respect to the concentration, pursuant to Article 6(1)(c) of Council Regulation (EEC) No 4064/89;

(ii) in cases other than mergers and acquisitions, the issuance of a statement of objections; or

(iii) the adoption of a decision or settlement,

(b) in the case of Canada,

(i) the filing of an application with the Competition Tribunal;

(ii) the initiation of criminal proceedings; or

(iii) the settlement of a matter by way of undertaking or consent order.

7. (a) Each Party shall also notify the other whenever its competition authority intervenes or otherwise participates in a regulatory or judicial proceeding, if the issues addressed in the intervention or participation may affect the other Party's important interests. Notification under this paragraph shall apply only to:

(i) regulatory or judicial proceedings that are public; and

(ii) intervention or participation that is public and pursuant to formal procedures.

(b) Notification shall be made at the time of the intervention or participation or as soon thereafter as possible.

8. Notifications shall be sufficiently detailed to enable the notified Party to make an initial evaluation of the effects of the enforcement activity on its own important interests. Notifications shall include the names and addresses of the natural and legal persons involved, the



nature of the activities under investigation and the legal provisions concerned.

9. Notifications made pursuant to this Article shall be communicated in accordance with Article IX

### **III. Consultations**

1. Either Party may request consultations regarding any matter relating to this Agreement. The request for consultations shall indicate the reasons for the request and whether any procedural time limits or other constraints require that consultations be expedited. Each Party undertakes to consult promptly when so requested with the view to reaching a conclusion that is consistent with the principles set forth in this Agreement.

2. During consultations under paragraph 1, the competition authority of each Party shall carefully consider the representations of the other Party in light of the principles set out in this Agreement and shall be prepared to explain to the other Party the specific results of its application of those principles to the matter under discussion.

### **IV. Coordination of Enforcement Activities**

1. The competition authority of each Party shall render assistance to the competition authority of the other Party in its enforcement activities to the extent compatible with the assisting Party's laws and important interests.

2. In cases where both Parties competition authorities have an interest in pursuing enforcement activities with regard to related situations, they may agree that it is in their mutual interest to coordinate their enforcement activities. In considering whether particular enforcement activities should be coordinated, either

in whole or in part, each Party's competition authority shall take into account the following factors, among others:

(i) the effect of such coordination on the ability of each Party's competition authority to achieve the objectives of its enforcement activities;

(ii) the relative ability of each Party's competition authority to obtain information necessary to conduct the enforcement activities;

(iii) the extent to which either Party's competition authority can secure effective preliminary or permanent relief against the anti-competitive activities involved;

(iv) the opportunity to make more efficient use of resources; and

(v) the possible reduction of cost to persons subject to enforcement activities.

3. (a) The Parties' competition authorities may coordinate their enforcement activities by agreeing upon the timing of those activities in a particular matter, while respecting fully their own laws and important interests. Such coordination may, as agreed by the Parties' competition authorities, result in enforcement action by one or both Parties' competition authorities, as is best suited to attain their objectives.

(b) When carrying out coordinated enforcement activity, each Party's competition authority shall seek to maximise the likelihood that the other Party's enforcement objectives will also be achieved.

(c) Either Party may at any time notify the other Party that it intends to limit or terminate the coordination and pursue its enforcement activities independently and subject to the other provisions of this Agreement.



## **V. Cooperation Regarding Anti-Competitive Activities Regarding Anti-Competitive Activities in the Territory of One Party that Adversely Affect the Interests of the Other Party**

1. The Parties note that anti-competitive activities may occur within the territory of one Party that, in addition to violating that Party's competition laws, adversely affect important interests of the other Party. The Parties agree that it is in both their interests to address anti-competitive activities of this nature.

2. If a Party has reason to believe that anti-competitive activities carried out in the territory of the other Party are adversely affecting, or may adversely affect the first Party's important interests, the first Party may request that the other Party's competition authority initiate appropriate enforcement activities. The request shall be as specific as possible about the nature of the anti-competitive activities and their effects on the interests of the requesting Party, and shall include an offer of such further information and other cooperation as the requesting Party's competition authority is able to provide.

3. The requested Party shall consult with the requesting Party and the requested Party's competition authority shall accord full and sympathetic consideration to the request in deciding whether or not to initiate, or expand, enforcement activities with respect to the anti-competitive activities identified in the request. The requested Party's competition authority shall promptly inform the other Party of its decision and the reasons for that decision. If enforcement

activities are initiated, the requested Party's competition authority shall advise the requesting Party of significant developments and the outcome of the enforcement activities.

4. Nothing in this Article limits the discretion of the requested Party's competition authority under its competition laws and enforcement policies as to whether or not to undertake enforcement activities with respect to the anti-competitive activities identified in the request, or precludes the requesting Party's competition authority from undertaking enforcement activities with respect to such anti-competitive activities.

## **VI. Avoidance of Conflict**

1. Within the framework of its own laws and to the extent compatible with its important interests, each Party shall, having regard to the purpose of this Agreement as set out in Article I, give careful consideration to the other Party's important interests throughout all phases of competition enforcement activities, including decisions regarding the initiation of an investigation or proceeding, the scope of an investigation or proceeding and the nature of the remedies or penalties sought in each case.

2. Where it appears that one Party's enforcement activities may adversely affect the important interests of the other Party, each Party shall, consistent with the general principles set out above, use its best efforts to arrive at an appropriate accommodation of the Parties competing interests and in doing so each Party shall consider all relevant factors, including:

(i) the relative significance to the anti-competitive activities involved of conduct occurring within one Party's territory as compared to conduct occurring



within that of the other;

(ii) the relative significance and foreseeability of the effects of the anti-competitive activities on one Party's important interests as compared to the effects on the other Party's important interests;

(iii) the presence or absence of a purpose on the part of those engaged in the anti-competitive activities to affect consumers, suppliers or competitors within the enforcing Party's territory;

(iv) the degree of conflict or consistency between the enforcement activities and the other Party's laws or articulated economic policies including those expressed in the application of, or decisions under, their respective competition laws;

(v) whether private persons, either natural or legal, will be placed under conflicting requirements by both Parties;

(vi) the existence or absence of reasonable expectations that would be furthered or defeated by the enforcement activities;

(vii) the location of relevant assets;

(viii) the degree to which a remedy, in order to be effective, must be carried out within the other Party's territory;

(ix) the need to minimise the negative effects on the other Party's important interests, in particular when implementing remedies to address anti-competitive effects within the Party's territory; and

(x) the extent to which enforcement activities of the other Party with respect to the same persons, including judgments or undertakings resulting from such activities, would be affected.

## **VII. Exchange of Information**

1. In furtherance of the principles set forth in this Agreement, the Parties agree that it is in their common interest to

share information which will facilitate the effective application of their respective competition laws and promote better understanding of each others enforcement policies and activities.

2. Each Party agrees to provide to the other Party upon request such information within its possession as the requesting Party may describe that is relevant to an enforcement activity that is being contemplated or conducted by the requesting Party's competition authority.

3. In the case of concurrent action by the competition authorities of both Parties with a view to the application of their competition law, the competition authority of each Party shall, upon request by the competition authority of the other Party, ascertain whether the natural or legal persons concerned will consent to the sharing of confidential information related thereto between the Parties competition authorities.

4. During consultations pursuant to Article III, each Party shall provide the other with as much information as it is able in order to facilitate the broadest possible discussion regarding the relevant aspects of a particular transaction.

## **VIII. Semi-Annual Meetings**

1. In furtherance of their common interest in cooperation and coordination in relation to their enforcement activities, appropriate officials of the Parties competition authorities shall meet twice a year, or otherwise as agreed between the competition authorities of the Parties, to:

(a) exchange information on their current enforcement activities and priorities,

(b) exchange information on economic sectors of common interest,

(c) discuss policy changes which they



are considering, and

(d) discuss other matters of mutual interest relating to the application of competition laws.

2. A report on these semi-annual meetings shall be made available to the Joint Cooperation Committee under the Framework Agreement for Commercial and Economic Cooperation between the European Communities and Canada.

## **IX. Communications under this Agreement**

Communications under this Agreement, including notifications under Article II and requests under Articles III and V, may be carried out by direct oral, telephonic or facsimile communication between the competition authorities of the Parties.

Notifications under Article II and requests under Articles III and V, however, shall be confirmed promptly in writing through normal diplomatic channels.

## **X. Confidentiality and Use of Information**

1. Notwithstanding any other provision of this Agreement, neither Party is required to disclose information to the other Party where such disclosure is prohibited by the laws of the Party possessing the information or would be incompatible with that Party's important interests.

2. Unless otherwise agreed by the Parties, each Party shall, to the fullest extent possible, maintain the confidentiality of any information communicated to it in confidence by the other Party under this Agreement. Each Party shall oppose, to the fullest extent possible, any application by a third party for disclosure of such information.

3. (a) The competition authority of the European Communities, after notice to the Canadian competition authority, will inform the competent authorities of the Member State or Member States whose important interests are affected of the notifications sent to it by the Canadian competition authority.

(b) The competition authority of the European Communities, after consultation with the Canadian competition authority, will inform the competent authorities of such Member State or Member States of any cooperation and coordination of enforcement activities. However, as regards such activities, the competition authority of the European Communities will respect the Canadian competition authority's request not to disclose the information which it provides when necessary to ensure confidentiality.

4. Before taking any action which may result in a legal obligation to make available to a third party information provided in confidence under this Agreement, the Parties competition authorities shall consult one another and give due consideration to their respective important interests.

5. Information received by a Party under this Agreement, apart from information received under Article II, shall only be used for the purpose of enforcing that Party's competition laws. Information received under Article II shall only be used for the purpose of this Agreement.

6. A Party may require that information furnished pursuant to this Agreement be used subject to the terms and conditions it may specify. The receiving Party shall not use such information in a manner contrary to such terms and conditions without the prior consent of the other Party.



## **XI. Existing Law**

Nothing in this Agreement shall require a Party to take any action that is inconsistent with its existing laws, or require any change in the laws of the Parties or of their respective provinces or Member States.

## **XII. Entry Into Force and Termination**

1. This Agreement shall enter into force upon signature.

2. This Agreement shall remain in force until 60 days after the date on which either Party notifies the other Party in writing that it wishes to terminate the Agreement.

3. The Parties shall review the operation of this Agreement not more than 24 months from the date of its entry into force, with a view to assessing their cooperative activities, identifying additional areas in which they could usefully cooperate and identifying any other ways in which the Agreement could be improved. The Parties agree that this review will include, among other things, an analysis of actual or potential cases to determine whether their interests could be better served through closer cooperation.

Attached to this Agreement are three letters exchanged between the Parties. These letters form an integral part of this Agreement.

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

DONE at Bonn, in duplicate, this 17th day of June, in the English, French, Danish, German, Greek, Spanish, Italian, Dutch, Portuguese, Finnish and Swedish languages, each text being equally authentic.

*Werner Müller*

For the European Community

*Karel Van Miert*

For the European Coal and Steel Community

*Jean-Pierre Juneau*

For the Government of Canada

## **ANNEXES**

### **ANNEX A**

#### **AUSTRIA**

Bundesministerium für wirtschaftliche Angelegenheiten Abteilung X/A/6 (Wettbewerbsangelegenheiten)

#### **BELGIUM**

Ministère van Economische Zaken -  
Ministère des Affaires Economiques

Algemene Inspectie van de Prijzen en  
de Mededinging - Inspection Générale  
des Prix et de la Concurrence

#### **DENMARK**

Konkurrencerådet

#### **FINLAND**

Kilpailuvirasto/Konkurrensverket

#### **FRANCE**

Ministère de l'Économie et des Finances

Direction Générale de la Concurrence,  
de la Consommation et des Fraudes

#### **GERMANY**

Bundeskartellamt

#### **GREECE**

Competition Commission

#### **IRELAND**

Competition Authority

#### **ITALY**

Autorità Garante della Concorrenza e  
del Mercato

#### **LUXEMBOURG**

Ministère de l'Économie



## **NETHERLANDS**

Ministerie van Economische Zaken

## **PORTUGAL**

Ministério da Economia

Direcção-Geral do Comércio e Concorrência

## **SPAIN**

Dirección General Política Económica y Defensa de la Competencia

## **SWEDEN**

Konkurrensverket

## **UNITED KINGDOM**

Office of Fair Trading

## **ANNEX B**

### **Statement by the Commission**

(regarding the information to be provided to the Member States)

In accordance with the principles which govern the relationship between the Commission and the Member States in the application of the Competition rules as enshrined, for example, in Council Regulation No 17/62, and in accordance with Article X.3 of the Agreement between the European Communities and Canada regarding the application of their competition laws, the Commission shall forward to the Member State or Member States whose important interests are affected the notification sent by the Commission or received from the Canadian competition authority. Member States shall be notified as soon as is reasonably possible and in the language of the exchange.

Where the Commission sends information to the Canadian authorities, Member States shall be informed at the same time. The Commission shall also notify the Member State or Member States whose important interests are affected of any cooperation or coordination of enforcement activities, as soon as

is reasonably possible.

For the purposes of this statement, it is considered that the important interests of a Member State are affected where the enforcement activities in question:

- (i) are relevant to enforcement activities of the Member State;
- (ii) involve anti-competitive activities, other than mergers or acquisitions, carried out wholly or in part in the territory of the Member State;
- (iii) involve conduct believed to have been required, encouraged or approved by the Member State;
- (iv) involve a merger or acquisition in which:

- one or more of the parties to the transaction; or

- a company controlling one or more of the parties to the transaction;

is a company incorporated or organised under the laws of the Member State;

(v) involve the imposition of, or application for, remedies that would require or prohibit conduct in the territory of the Member State; or

(vi) involve the Canadian competition authority seeking information located in the territory of the Member State.

In addition, at least twice a year at meetings of government competition specialists, the Commission will inform all the Member States about the implementation of the Agreement, and particularly about the contacts which have taken place with the Canadian competition authority as regards the forwarding to the Member States of information received by the Commission under the Agreement.



## ANNEX C

### EXCHANGE OF LETTERS

#### A. Letter to the Government of Canada

Dear [Name],

On [date], the Council of the European Union and the Commission of the European Communities concluded the Agreement between the European Communities and the Government of Canada regarding the application of their competition laws.

In order to ensure a clear understanding of the European Communities' interpretation of the Agreement, we set out below two interpretative statements.

1. In the light of Article XI of the Agreement, Article X(1) should be understood to mean that the information covered by the provisions of Article 20 of Council Regulation 17/62 or by equivalent provisions in other regulations in the field of competition may not under any circumstances be communicated to the Canadian competition authority, save with the express agreement of the source concerned.

Similarly, the information referred to in Articles II(8) and VII of the Agreement may not include information covered by Article 20 of Regulation 17/62 nor by equivalent provisions in other regulations in the field of competition, save with the express agreement of the source concerned.

2. In the light of Article X(2) of the Agreement, all information provided in confidence by either of the Parties in accordance with the Agreement will be considered as confidential by the receiving Party which should oppose any request for disclosure to a third party unless such disclosure is (a) authorised by the Party supplying the information or

(b) required under the law of the receiving Party.

This is understood to mean that:

each Party assures the confidentiality of all information provided in confidence by the other Party in accordance with the receiving Party's applicable rules, including those rules intended to assure the confidentiality of information gathered during a Party's own enforcement activities,

each Party shall use all the legal means at its disposal to oppose the disclosure of this information.

We also wish to confirm that, should a Party become aware that, notwithstanding its best efforts, information has accidentally been used or disclosed in a manner contrary to the provisions of Article X, that Party shall notify the other Party forthwith.

Would you kindly confirm by return letter whether this interpretation raises any difficulties with the Canadian Government.

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

For the European Community and for the European Coal and Steel Community

#### B. Reply from the Government of Canada

Legal Services, Industry Canada

Place du Portage, Phase 1

50 Victoria Street

Hull, Quebec (K1A 0C9)

Telephone: (819) 997 3325

Facsimile: (819) 953 9267

Mr

Member of the European Commission

200 rue de la Loi

1049 Brussels

Belgium



Date:

Dear Commissioner :

Thank you for your letter dated (.....). We are very pleased that the Agreement between the European Communities and the Government of Canada regarding the application of our respective competition laws has now been completed. The interpretative and other statements included in your letter are consistent with our understanding of the Agreement.

I would also like to confirm that, with respect to the application of Article XI, and for greater certainty, no information may be exchanged by Canada pursuant to this agreement which could not have been exchanged in the absence of this agreement. I would ask that you confirm your understanding to this effect by return letter.

We look forward to continuing and furthering our relationship of competition law cooperation as reflected in the Agreement and in our mutual conduct to date.

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

*Konrad von Finckenstein*

Commissioner of Competition

### **C. Reply to the Government of Canada**

Dear [Name]

Thank you very much for your letter dated [ ]. We confirm that your letter does not give rise to any difficulties for the European Communities.

We are extremely pleased that the Agreement between the European Communities and Canada has been completed and look forward to close cooperation in the future.

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

For the European Community and for the European Coal and Steel Community



# Agreement between Canada and the European Community on Customs Cooperation and Mutual Assistance in Customs Matters

THE GOVERNMENT OF CANADA and THE EUROPEAN COMMUNITY, hereafter referred to as "the Contracting Parties",

BUILDING on the privileged relationship established by the Framework Agreement for Commercial and Economic Cooperation between Canada and the European Communities, signed at Ottawa on 6 July 1976,

TAKING ACCOUNT of the declaration of 22 November 1990 on Canada-EC relations,

RECOGNIZING the Joint Declaration on Canada-European Union relations signed at Ottawa on 17 December 1996,

CONSIDERING that breaches of customs legislation are prejudicial to their economic, fiscal, social, cultural and commercial interests,

BELIEVING that there should be an undertaking to develop customs cooperation of the widest possible scope in matters including, but not limited to, simplification and harmonisation of customs procedures,

CONSIDERING the importance of accurate assessment of customs duties and taxes collected at importation or exportation and of ensuring proper enforcement of measures of prohibition, restriction and control,

RECOGNIZING the need for international cooperation in matters related to the application and enforcement of their customs laws,

CONVINCED that action against breaches of customs legislation can be made more effective by close cooperation between their customs administrations,

HAVING REGARD TO the relevant instruments of the Customs Cooperation Council, in particular the Recommendation on mutual administrative assistance of 5 December 1953,

HAVING REGARD ALSO TO international conventions containing prohibitions, restrictions and special measures of control in respect of specific goods,

HAVE AGREED AS FOLLOWS:

## TITLE I General Provisions

### Article 1 - Definitions

For the purposes of this Agreement,

1. "customs authority" means:

- in Canada: the competent services of the Department of National Revenue;

- in the European Community: the competent services of the Commission of the European Communities and the customs authorities of the Member States of the European Community;

2. "customs legislation" means:

- for Canada: the statutory and regulatory provisions concerning the importation, exportation, transit of goods, and their placing under any customs procedure, including measures of prohibition, restriction and control, the administration and enforcement of which are specifically charged to the customs authority, and any regulations made by the customs authority under its statutory powers;

- for the European Community: provisions adopted by the European Community and governing the import, export, transit of goods and their placing under any customs procedure, includ-



ing measures of prohibition, restriction and control;

3. "breach of customs legislation" means any violation or attempted violation of customs legislation;

4. "information" means any data, documents, reports, certified or authenticated copies thereof or other communications, including data which has been processed or analysed to provide an indication relevant to a breach of customs legislation;

5. "person" means either a physical human being or a legal entity;

6. "personal data" means all information relating to an identified or identifiable individual;

7. "requested authority" means the competent customs authority from which assistance is requested;

8. "requesting authority" means the competent customs authority which requests assistance.

## **TITLE II Customs Cooperation**

### **Article 2 - Scope of the cooperation**

1. The Contracting Parties undertake to develop customs cooperation of the widest possible scope.

2. Under this Agreement, customs cooperation shall cover all matters relating to the application of customs legislation.

### **Article 3 - Technical assistance to third countries**

The Contracting Parties shall, where appropriate, inform each other on actions undertaken, or to be undertaken, with third countries in relation to tech-

nical assistance in the customs field, with the aim of improving these actions.

### **Article 4 - Simplification and harmonisation**

The Contracting Parties agree to strive for simplification and harmonisation of their customs procedures, taking into account the work done in this connection by international organisations. They also agree to examine ways and means to solve any customs-related difficulties that might arise between them.

### **Article 5 - Exchange of personnel**

The customs authorities may exchange personnel when mutually beneficial, for the purpose of advancing their understanding of each other's customs techniques and procedures, and computerised systems.

### **Article 6 - Computerisation**

The Contracting Parties shall cooperate in the computerisation of customs procedures and formalities, with the aim of facilitating trade between them.

## **TITLE III Mutual Assistance**

### **Article 7 - Scope of assistance**

1. The customs authorities shall assist each other, either on request or on their own initiative, by providing appropriate information which helps to ensure the proper application of customs legislation and the prevention, investigation and combating of any breach of customs legislation.

2. All assistance under this Title by either Contracting Party shall be performed in accordance with its relevant laws, rules and other legal instruments



and within the limits of its customs authority's competence and available resources.

3. This Title is intended solely for the mutual administrative assistance between the Contracting Parties; the provisions of this Title shall not give rise to a right on the part of any private person to obtain information, to obtain, suppress or exclude any evidence or to impede the execution of a request.

4. This Title shall not prejudice the rules governing mutual assistance in criminal matters. Nor shall it apply to information obtained under powers exercised at the request of the judicial authority, except where communication of such information has the prior authorisation of the said judicial authority consulted for this purpose on a case-by-case basis.

### **Article 8 - Information on methods, trends and operations**

1. Either customs authority shall communicate, either on request or on its own initiative, any available information relating to:

(a) new customs law enforcement techniques having proved their effectiveness;

(b) new trends, means or methods of committing breaches of customs legislation.

2. Either on request or on their own initiative, the customs authorities shall provide each other with information on operations, completed or planned, which constitute, or appear to constitute, a breach of customs legislation in the territory of the other Contracting Party.

### **Article 9 - Assistance on request**

1. On request, the requested authority shall inform the requesting authority of the customs legislation and procedures applicable in that Contracting Party and relevant to inquiries relating to a breach of customs legislation.

2. On request, the requested authority shall, in particular, provide the requesting authority with the following information:

(a) whether goods imported into the territory of the requesting Contracting Party have been lawfully exported from the territory of the requested Contracting Party, and specifying, where appropriate, the customs procedure applied to the goods;

(b) whether goods exported from the territory of the requesting Contracting Party have been lawfully imported into the territory of the requested Contracting Party, and specifying, where appropriate, the customs procedure applied to the goods.

3. On request, and subject to specific provisions under Article 13, the requested authority shall provide information on, and maintain special surveillance over:

(a) persons known to the requesting authority to have committed a breach of customs legislation or suspected of doing so;

(b) goods either in transport or in storage notified by the requesting authority as giving rise to suspected illicit traffic;

(c) means of transport suspected by the requesting authority of being used to commit breaches of customs legislation;

(d) premises suspected by the request-



ing authority of being used to commit breaches of customs legislation.

### **Article 10 - Spontaneous assistance**

In serious cases that could involve substantial damage to the economy, public health, public security or any other vital interest of one Contracting Party, the customs authority of the other Contracting Party shall, to the extent possible, supply information on its own initiative.

### **Article 11 - Form in which information is to be communicated**

1. The requested authority shall communicate appropriate information to the requesting authority in the form of documents, certified copies of documents, reports or electronic versions thereof. All relevant information for interpreting or utilising that information shall be supplied at the same time.

2. Original files, documents and other materials shall be requested only in cases where copies would be insufficient. Upon specific request, copies of such files, documents and other materials shall be appropriately authenticated.

3. Original files, documents and other materials that have been transmitted shall be returned as soon as possible; rights of the requested authority or of third parties relating thereto shall remain unaffected.

### **Article 12 - Experts and witnesses**

1. The customs authority of one Contracting Party may authorise its employees, upon the request of the customs authority of the other Contracting Party,

to appear as witnesses or experts in judicial or administrative proceedings in the territory of the other Contracting Party and to produce such files, documents or other materials, or authenticated copies thereof, as may be considered essential for the proceedings.

2. When appearing in judicial or administrative proceedings in the circumstances provided for in paragraph 1, witnesses or experts will be afforded the full protection of the law of the requesting Contracting Party pertaining to testimony of a privileged or confidential nature which may be protected from disclosure under that law.

3. Requests pursuant to paragraph 1 must indicate specifically on what matters and by virtue of what title or qualification the official will be questioned.

### **Article 13 - Communication of requests**

1. Requests for assistance under this Title shall be made in writing and shall be accompanied by any documents deemed useful. When the circumstances so require, requests may also be made verbally. Such requests shall be promptly confirmed in writing. Written requests may be made by electronic means from which a paper record may be made.

2. Requests pursuant to paragraph 1 shall include the following information:

- (a) the requesting authority;
- (b) the measure requested;
- (c) the object of, and the reason for, the request;
- (d) the laws, rules and other legal elements involved;
- (e) information which is as exact and comprehensive as possible on the persons who are the target of the investiga-



tions; and

(f) a summary of the relevant facts and of the investigations already carried out, including the customs authorities involved at the time of the request.

3. The requested authority shall agree to follow a certain procedure in responding to a request, unless that procedure would conflict with legal and administrative provisions of the requested Contracting Party.

4. The information referred to in this Title shall be communicated only to officials who are specifically designated for this purpose by each customs authority. Lists of officials so designated shall be exchanged in accordance with Article 19(3).

5. Requests shall be submitted in an official language of the requested authority or in a language acceptable to that authority.

6. If a request does not meet the formal requirements, the requested authority may ask for its correction or completion. The requested authority may take interim measures.

### **Article 14 - Execution of requests**

1. If the requested authority does not have the information requested, it shall, in accordance with its legislation, either:

(a) initiate inquiries to obtain that information;

(b) promptly transmit the request to the appropriate agency; or

(c) indicate which relevant authorities are concerned.

2. Any inquiry under paragraph 1(a) may include the taking of statements from persons from whom information is sought in connection with a breach of

customs legislation and from witnesses and experts.

### **Article 15 - Duties of officials**

1. On written request, with the authorisation of the requested authority and subject to conditions which the latter may impose, for the purpose of investigating a breach of customs legislation, officials specifically designated by the requesting authority may be present during an inquiry conducted by the requested authority in the territory of the requested Contracting Party and relevant to the requesting authority.

2. When officials of the requesting authority are present in the territory of the other Contracting Party in the circumstances provided for in paragraph 1, they must at all times be able to furnish proof of their official capacity.

3. Duly authorised officials of a Contracting Party may, with the agreement of the other Contracting Party and within the conditions laid down by the latter, obtain from the offices of the requested authority or other authority for which the requested authority is responsible, information relating to a breach of customs legislation which the requesting authority needs for the purposes of this Title.

### **Article 16 - Confidentiality of information**

1. Any information received under this Title shall be treated as confidential and shall at least be subject to the same protection and confidentiality as the same kind of information is subject to under the laws applicable in the Contracting Party where it is received.

2. Information obtained shall be used solely for the purposes of this Title.



Where one of the Contracting Parties requests the use of such information for other purposes, it shall obtain the prior written consent of the customs authority which furnished the information. Such use shall then be subject to any restrictions laid down by that authority.

3. Paragraph 2 shall not impede the use of information in any judicial or administrative proceedings subsequently instituted for failure to comply with customs legislation. The Contracting Parties may, in their records of evidence, reports and testimonies and in proceedings and charges brought before the courts, use evidence obtained in accordance with the provisions of this Title. The competent authority which supplied that evidence shall be notified in advance of such use.

4. Personal data may be exchanged only where the Contracting Party which will receive the data undertakes to protect such data in a way which is at least equivalent to the protection applicable to that particular case in the Contracting Party which may supply the data.

5. Dissemination of information among customs authorities within each Contracting Party will occur only on a need-to-know basis. Where information is shared pursuant to this paragraph, the Contracting Party that supplied the information shall be so informed in advance of sharing the information.

### **Article 17 - Exceptions to the obligation to provide assistance**

1. In cases where assistance under this Title would infringe upon the sovereignty of Canada or a Member State of the European Community or prejudice security, public policy or other essential interest (such as that referred to in Ar-

ticle 16(4)) of a Contracting Party, or would involve a violation of industrial, commercial or professional secrecy or would be inconsistent with its legislation, assistance may be refused or made subject to the fulfilment of certain conditions or requirements.

2. If the requesting authority would be unable to comply were a similar request to be made by the requested authority, it shall draw attention to that fact in its request. Compliance with such a request shall be at the discretion of the requested authority.

3. Assistance may be postponed by the requested authority on the grounds that it will interfere with an ongoing investigation, prosecution or proceeding. In such a case, the requested authority shall consult with the requesting authority to determine if assistance can be given subject to such terms or conditions as the requested authority may require.

4. Where assistance is denied or postponed, reasons for the denial or postponement shall be given without delay.

### **Article 18 - Costs**

1. The customs authorities shall waive all claims for reimbursement of costs incurred in the execution of this Title.

2. If expenses of a substantial or extraordinary nature are, or will be, required to execute the request, the Contracting Parties shall consult to determine the terms and conditions under which the request will be executed as well as the manner in which the costs shall be borne.



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## **TITLE IV Final Provisions**

### **Article 19 - Implementation of the Agreement**

1. The management of this Agreement shall be entrusted to the customs authorities of Canada and to the competent services of the Commission of the European Communities and, where appropriate, the customs authorities of the Member States.

2. The customs authorities shall take measures so that their officials responsible for the investigation or combating of breaches of customs legislation maintain personal and direct relations with each other.

3. The customs authorities shall decide on detailed arrangements to facilitate the implementation of this Agreement.

4. The customs authorities shall endeavour to resolve any problem or doubt arising from the interpretation or application of this Agreement.

### **Article 20 - Joint Customs Cooperation Committee**

1. A Joint Customs Cooperation Committee is hereby established, consisting of representatives of the customs authorities of the Contracting Parties. The Joint Customs Cooperation Committee shall meet at a place and on a date with an agenda fixed by mutual consent.

2. The Joint Customs Cooperation Committee shall see to the proper functioning of this Agreement and shall examine all issues arising from its application. In fulfilling this role, its main functions will be to:

(a) take the measures necessary for customs cooperation in accordance with the objectives of this Agreement and for the expansion of this Agreement with a

view to increasing the level of customs cooperation and supplementing it on specific sectors or matters;

(b) exchange views on any points of common interest regarding customs cooperation, including future measures and the resources for them;

(c) in general terms, recommend solutions aimed at attaining the objectives of this Agreement.

3. The Joint Customs Cooperation Committee shall adopt its rules of procedure.

### **Article 21 - Obligations imposed under other agreements**

1. Taking into account the respective competencies of the European Community and the Member States, the provisions of this Agreement shall:

- not affect the obligations of the Contracting Parties under any other international agreement or convention;

- be deemed complementary with agreements on customs cooperation and mutual assistance which have been, or may be, concluded between Canada and individual Member States of the European Union; and

- not affect the provisions governing the communication between the competent services of the Commission and the customs authorities of the Member States on a need-to-know basis of any information obtained under this Agreement which could be of interest to the European Community.

2. Notwithstanding the provisions of paragraph 1, the provisions of this Agreement shall take precedence over the provisions of the bilateral agreements on customs cooperation and mutual assistance which have been, or may



be, concluded between Canada and individual Member States of the European Union insofar as the provisions of the latter are incompatible with those of this Agreement.

3. In respect of questions relating to the applicability of this Agreement, the Contracting Parties shall consult each other to resolve the matter in the framework of the Joint Committee set up under Article 20.

### **Article 22 - Territorial application**

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

### **Article 23 - Future developments**

The Contracting Parties may by mutual consent expand this Agreement with a view to increasing the levels of customs cooperation and supplementing them, in accordance with their re-

spective customs legislation, by means of agreements on specific sectors or matters.

### **Article 24 - Entry into force and termination**

1. This Agreement shall enter into force on the first day of the month following the date on which the Contracting Parties have notified each other of the completion of the procedures necessary for this purpose.

2. This Agreement is intended to be of unlimited duration but either Contracting Party may terminate it at any time by notification through diplomatic channels.

3. The termination shall take effect one month from the date of the notification of denunciation to the other Contracting Party. Ongoing proceedings at the time of termination shall nonetheless be completed in accordance with the provisions of this Agreement.

Done at Ottawa, 4 December 1997

For the Government of Canada (*Herb Dhaliwal*)

For the European Community (*Alfonse Berns, Sir Leon Brittan*)

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## **Agreement on Fisheries Between the Government of Canada and the European Economic Community (1981)**

Done in Brussels on 1981-12-30.

Entered into force on 1981-12-30.

Parties: Canada, European Economic Community

The Government of Canada, and

The European Economic Community, (hereinafter referred to as the "Community")

RECALLING the close relations between the Community and Canada and,

in particular, the Framework Agreement for Commercial and Economic Co-operation between Canada and the European Communities (CTS1976/35) signed in Ottawa on 6 July 1976;

CONSIDERING their common desire to ensure the conservation and rational management of the living resources of the waters adjacent to their coasts and their concern for the welfare of their



coastal communities and the living resources of the adjacent waters upon which these communities depend;

NOTING that the government of Canada has extended its jurisdiction over the living resources of its adjacent waters to a limit of up to two hundred nautical miles from its coast and exercises within this limit sovereign rights for the purposes of exploring and exploiting, conserving and managing these resources; and that the Member States of the Community have agreed that the limits of their fishing zones (hereinafter referred to as the fishery zone of the Community) shall extend up to two hundred nautical miles from the coast, fishing within these limits being subject to the common fisheries policy of the Community;

TAKING into account the need to co-ordinate the management of certain living resources which occur both in waters under the fisheries jurisdiction of Canada and in the fishery zone of the Community;

TAKING into account the work of the Third United Nations Conference on the Law of the Sea and State practice conforming thereto;

AFFIRMING that the exercise of sovereign rights by coastal states within their areas of jurisdiction over the living resources for the purpose of exploring, exploiting, conserving and managing these resources, should be conducted in accordance with the principles of international law;

TAKING into account the interest of each Party in developing fisheries in the fishery zone of the other Party;

DESIROUS of establishing the terms and conditions pertaining to fisheries of mutual concern,

HAVE AGREED AS FOLLOWS:

## Article I

The two Parties shall cooperate closely in matters pertaining to the conservation and utilization of the living resources of the sea. They shall take appropriate measures to facilitate such cooperation and shall consult and cooperate in international negotiations and organizations with a view to achieving common fisheries objectives.

## Article II

(a) The Government of Canada undertakes to grant access to vessels flying the flag of Member States of the Community to fish within the area off the East coast of Canada, brought under Canadian fisheries jurisdiction after 31 December 1976, for allotments, as appropriate, of parts of total allowable catches surplus to Canadian harvesting capacity, in accordance with the provisions of this Article.

(b) The Community undertakes to grant access to Canadian vessels to fish within the fishery zone of the Community for allotments, as appropriate, of parts of total allowable catches surplus to Community harvesting capacity, in accordance with the provisions of this Article.

Each Party shall determine annually for the waters under its fisheries jurisdiction referred to in paragraph 1, subject to adjustment when necessary to meet unforeseen circumstances:

(a) the total allowable catch for individual stocks or complexes of stocks taking into account the scientific evidence available to it, the interdependence of stocks, the work of appropriate international organizations and other relevant factors;

(b) its harvesting capacity in respect of such stocks; and



(c) after appropriate consultations, allotments, as appropriate, for fishing vessels of the other Party of parts of surpluses of stocks or complexes of stocks and the areas within which these allotments may be fished.

In determining the allotments and areas where fishing may take place, each Party will take into account, *inter alia*:

- its interests;
- the amount of the surplus of total allowable catches of relevant stocks;
- traditional fishing by vessels of the other Party;
- reciprocity of access;
- other benefits which may be offered pursuant to the cooperation referred to in Article VIII.

### **Article III**

1. Each Party shall take all appropriate measures to oblige its vessels to operate in compliance with the provisions of this Agreement and with any measures agreed upon from time to time pursuant to the provisions of this Agreement.

2. Each Party may take within its area of fisheries jurisdiction such measures, in conformity with international law, as may be necessary to ensure compliance with the provisions of this Agreement by vessels of the other Party.

3. Each Party shall take, within its area of fisheries jurisdiction, the necessary measures to give effect to the provisions of this Agreement, which may include the issuing of licences.

4. Fishing vessels of one Party shall, when fishing within the area of fisheries jurisdiction of the other Party, comply with all laws governing fishing activities in that area.

5. Each Party may establish measures which it deems to be required for the

conservation, rational management, and regulation of fisheries within its fishery zone, provided that such measures are not taken for the specific purpose of impeding the fishing vessels of the other Party from taking the allocations granted under this Agreement.

### **Article IV**

The two Parties shall cooperate, either bilaterally or through appropriate international organizations, to ensure the proper management and conservation of stocks occurring within the fishery zones of both Parties and stocks of associated species. In particular, they shall endeavour to harmonize the regulatory measures applicable to these stocks, and shall consult frequently and exchange relevant fisheries statistics for this purpose.

### **Article V**

Each Party shall cooperate with the other Party, as appropriate, in light of the development of their fisheries relations pursuant to the provisions of Article II, in scientific research required for the purposes of management, conservation and utilization of the living resources in the area under the fisheries jurisdiction of that other Party. For these purposes, scientists of the two Parties shall consult regarding such research and the analysis and interpretation of the results obtained.

### **Article VI**

1. Each Party shall, subject to the availability of facilities and to the needs of its own vessels, allow vessels which it has licenced pursuant to this Agreement to enter its ports in accordance with applicable laws, regulations and administrative requirements, for the purpose of purchasing bait, supplies or outfits or effecting repairs, or for such other pur-



poses as that Party may determine.

2. Such authorization shall become null and void in respect of any vessel licenced pursuant to this Agreement upon the cancellation or termination of its licence, except for the purpose of entering port to purchase supplies or effect repairs necessary for its outward voyage.

3. The provisions of this Article shall not affect access to the ports of either Party in cases of distress, medical emergency or force majeure.

### **Article VII**

1. The two Parties reaffirm their attachment to the cooperation provided for in the Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries, to which they are Contracting Parties and, in particular, in Article XI, paragraph 4, thereof.

2. In the event that third-party fishing causes a threat to the conservation of the living resources of the waters beyond and adjacent to the areas referred to in Article II, the two Parties agree to take cooperative action to overcome that threat.

### **Article VIII**

1. The two Parties shall encourage economic and commercial cooperation in the field of fisheries.

2. To this end, the two Parties shall, in particular, utilize the possibilities offered by the 1976 Framework Agreement for Commercial and Economic Cooperation between Canada and the European Communities in the fisheries sector with a view to improving in a reciprocal manner the conditions and terms of their fisheries relations.

### **Article IX**

The two Parties shall carry out periodic bilateral consultations regarding the development of further cooperation in relation to fisheries, including cooperation on such matters as fisheries trade, exchanges of technical information and specialized personnel, improvement of utilization and processing of catches, and arrangements for the use of the ports of each Party by fishing vessels of the other Party to ship or discharge crew members or other persons and for such other purposes as may be agreed upon.

### **Article X**

1. The two Parties shall consult periodically on questions relating to the application of this Agreement.

2. In the event of a dispute concerning the interpretation or application of this Agreement, such dispute shall be the subject of consultations between the two Parties.

### **Article XI**

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

### **Article XII**

1. Nothing in this Agreement shall prejudice any multilateral convention to which Canada and the Community, or Canada and any Member State of the Community, are parties, or the views of either Party with respect to any question relating to the Law of the Sea.

2. This Agreement is without prejudice to the delimitation of economic zones or fishery zones between Canada and



Member States of the Community.

### **Article XIII**

This Agreement is without prejudice to any existing bilateral agreement between a Member State of the Community and Canada relating to fisheries.

### **Article XIV**

The Annex to this Agreement shall form an integral part thereof.

### **Article XV**

This Agreement shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for this purpose.

### **Article XVI**

This Agreement may be terminated by either Party on 31 December 1987 or at any time thereafter, provided that notice

of termination is given not less than twelve months in advance of such termination.

## **Annex**

### **Community declaration concerning Article XI of the Agreement on fisheries between the Government of Canada and the European Economic Community**

Pursuant to the wish expressed by the Government of Canada, the Community confirms that it considers Article XI of the Agreement, which incorporates provisions that are traditionally used in agreements concluded between the European Economic Community and third countries, as having no bearing upon the question of the legal status of the economic zone, currently under discussion at the Third Conference of the United Nations on the Law of the Sea.

## **Agreement In The Form of An Exchange of Letters Between The Government of Canada And The European Economic Community Concerning Their Fisheries Relations**

Brussels, 30 December 1981

Sir,

With reference to the Agreement on Fisheries between the European Economic Community and the Government of Canada signed on this date, in particular, to Article VIII, I have the honour to confirm that the Government of Canada will provide to vessels flying the flag of Member States of the Community the opportunity to fish according to the laws and regulations of Canada the allocations listed in Annex I to this letter.

The maintenance of these allocations shall be contingent upon the fulfilment by the Community of its obligations

with regard to commercial cooperation set out below.

If the benefits from this undertaking are nullified or impaired by direct or indirect action by Canada, the two Parties shall consult promptly with a view to removing such nullification or impairment.

I have the honour in addition to confirm my understanding that the Community will open tariff quotas for the importation of fisheries products as specified in Annex II to this letter during the period 1 January 1982 to 31 December 1987.

In the interest of the conservation of anadromous species, each Party, in the



context of close scientific cooperation, shall regulate the fishing for anadromous species within its area of fisheries jurisdiction, and shall take measures to prevent vessels flying the flag either of Canada or of a Member State of the Community from taking anadromous species in waters beyond the limits of their fishery zones.

The two Parties had agreed on the following measures for 1981:

—the Government of Canada shall regulate the fishing of Atlantic salmon in the Canadian area of fisheries jurisdiction in such a manner as to avoid as far as possible the catching of Atlantic

salmon of Community origin;

—the Community will limit fishing for Atlantic salmon west of 44° west longitude by vessels flying the flag of Member States of the Community to 1,190 tonnes, and will ensure that such catches are taken in accordance with the fishing patterns of 1976 and 1977.

This quota of 1,190 tonnes is based on a fishing season which opens on 10 August.

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

*Richard M. Tait*

for the Government of Canada.

## Annex I

Annual quotas to be allocated to the Community by Canada for the period:

### 1 January 1982 to 31 December 1982

Species	Zone	Quantity (in tonnes)
Cod	213KL	8,000
Cod	2GH	6,500
Squid	3 and 4	7,000

### 1 January 1983 to December 1987

Cod	213KL	9,500
Cod	2GH	6,500
Squid	3 and 4	7,000

## Annex II

Tariff quotas to be opened by the European Economic Community 1982—1987 (in tonnes)

Item	Rate	1982	1983	1984	1985	1986	1987
03.01.B.I. h)2 Cod frozen round	3.7%	5,000	5,000	6,000	6,000	6,000	6,000
03.01.B.I. f)2 Red fish frozen round							
03.01.B.II b)1	4%(2)	7,000	8,000	8,000	9,000	9,000	9,000



Item	Rate	1982	1983	1984	1985	1986	1987
Cod fillets, frozen(1)	6%(2)	9,000	10,000	11,000	12,000	13,000	15,000
03.02.A.I.b) Cod whole, Salted	0%	(3)	(3)	(3)	4,000	5,000	6,000
03.02.A.II.a) Cod fillets Salted	0%	(3)	(3)	(3)	2,500	3,500	4,000
Cod fillets Salted ex 16.04.C.II.	10%	3.000	4.000	4.500	6.000	6.500	7.000
"Herring-flaps" prepared or preserved in vinegar, in packings of a net capacity of 10 kg or more							

(1) Of the species *gadus morhua*, North Atlantic cod; imports into the Community will be permitted only when accompanied by a certificate of origin.

(2) The suspension shall apply to fish intended to undergo any treatment unless they are intended to undergo exclusively one or more of the following treatments:

- cleaning, gutting, heading, tailing
- cutting (excluding filleting or cutting of frozen blocks)
- sorting,
- labelling,
- packing,
- icing,
- freezing,
- deep freezing,
- thawing, separation.

The suspension shall not apply to products intended to undergo one treatment which qualifies for the grant of the benefit of suspension but which is carried out at retail or catering level.

The suspension shall apply only to fish intended for human consumption. Control of the use for this special purpose shall be carried out pursuant to the relevant Community provisions.

(3) Without quantitative limits.

**Brussels, 30 December, 1981**

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

"(See Canadian letter)"

I have the honour to confirm that the foregoing proposals are acceptable to the Community and that your Note together with this reply shall constitute and evidence an Agreement in accordance with your proposal.

*William Nicoll Eamon Gallagher*

On behalf of the Council of the European Communities.



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# Agreement between the European Community and Canada establishing a Cooperation Programme in Higher Education and Training

THE EUROPEAN COMMUNITY,  
of the one part, and  
THE GOVERNMENT OF CANADA,  
of the other part,  
hereinafter collectively referred to as  
"the Parties",

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

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

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

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

DESIRING to establish a formal basis for the conduct of cooperative activities in higher education and training,

HAVE AGREED AS FOLLOWS:

## Article I

### Purpose

This Agreement establishes a Cooperation Programme in higher education and training between the European Community and Canada.

## Article II

### Objectives

The objectives of the Cooperation Programme shall be to:

1. Promote closer understanding between the peoples of the European Community and Canada including broader knowledge of their languages, cultures and institutions.
2. Improve the quality of human resource development in both the European Community and Canada.
3. Stimulate an innovative range of student-centred higher education and training cooperative activities between the different regions in the European Community and in Canada.
4. Improve the quality of transatlantic student mobility including promoting transparency, mutual recognition and thus portability of academic credits.
5. Encourage the exchange of expertise in new developments in higher education and training, including the use of new technologies and distance education, for the mutual enrichment of practice in the European Community and Canada.
6. Form or enhance partnerships among higher education and training



institutions, professional associations, public authorities, business and other associations as appropriate in both the European Community and Canada.

7. Introduce a European Community and a Canadian added value dimension to Transatlantic cooperation in higher education and training.

8. Complement bilateral programmes between the Member States of the European Community and Canada as well as other programmes and initiatives in higher education and training.

9. Complement bilateral programmes between the Member States of the European Community and Canada as well as other programmes and initiatives in higher education and training.

### **Article III**

#### **Principles**

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

1. Full respect for the responsibilities of the Member States of the European Community and the Provinces of Canada and the autonomy of the higher education institutions.

2. An overall balance of benefits.

3. Effective use of Cooperation Programme funds.

4. Emphasis on a diverse range of innovative projects, building new structures and links, sustainable over the longer term and without on-going Cooperation Programme support.

5. Broad participation across the different Member States of the European Community and the Provinces and Territories of Canada.

6. Recognition of the full cultural, social and economic diversity of the Euro-

pean Community and Canada.

7. Selection of projects on a competitive and transparent basis, taking account of the foregoing principles.

### **Article IV**

#### **Scope**

1. The Cooperation Programme may include the following:

(a) Joint projects carried out by multi-lateral EC/Canada consortia, including, where appropriate, preparatory actions. These consortia may be composed of higher education institutions, training establishments and other organisations providing links with the workplace. Each consortium will be encouraged to include other relevant actors as affiliated members.

(b) Exchanges of experience in the area of higher education and training to enhance the dialogue between the European Community and Canada.

(c) Complementary measures including technical support.

2. Specific activities which may be undertaken are detailed in the Annex which is an integral part of this Agreement.

### **Article V**

#### **Joint committee**

1. A Joint committee is hereby established. It shall comprise representatives of each Party.

2. The functions of the Joint Committee shall be to provide a report annually to the Parties on the level, status and effectiveness of cooperative activities undertaken under this Agreement.

3. The Joint Committee shall endeavor



our to meet once per year, with such annual meetings being held alternately in the European Community and Canada. Other meetings may be held as mutually determined.

4. Minutes shall be agreed by those persons selected from each side to jointly chair the meeting, and shall, together with the annual report, be made available to the Joint Cooperation Committee established under the 1976 Framework Agreement for Commercial and Economic Cooperation between the European Communities and Canada and appropriate Ministers of each Party.

## **Article VI**

### **Monitoring and Evaluation**

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

## **Article VII**

### **Funding**

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

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

manent residents.

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

## **Article VIII**

### **Entry of personnel**

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

## **Article IX**

### **Other Agreements**

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

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

## **Article X**

### **Territorial application of this Agreement**

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



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## Article XI

### Entry into force and termination

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

2. This Agreement shall be in force for an initial period of five years.

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

ment or extension in question have been fulfilled.

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

## Article XII

### Authentic texts

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

IN WITNESS WHEREOF the undersigned have signed this Agreement.

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## Agreement Between the European Community and the Government of Canada Renewing a Cooperation Programme in Higher Education and Training

THE EUROPEAN COMMUNITY,  
of the one part, and  
THE GOVERNMENT OF CANADA,  
of the other part,  
hereinafter collectively referred to as  
"the Parties",

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

ing academic and youth exchanges;

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

CONSIDERING that the adoption and the implementation of the 1995 Agreement on Higher Education and Training



materialises the commitment of the Transatlantic Declaration and that the experience of its implementation has been highly positive to both Parties;

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

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

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

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

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

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

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

HAVE AGREED AS FOLLOWS:

### **Article 1 - Purpose**

This Agreement renews the Cooperation Programme in Higher Education and Training between the European Community and Canada, established in 1995.

### **Article 2 - Definitions**

For the purpose of this Agreement:

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

2) "training institution" means any type of public, semi-public or private body, which, irrespective of the designation given to it, in accordance with the applicable laws and practices, designs or undertakes vocational education or training, further vocational training, refresher vocational training or retraining contributing to qualifications recognised by the competent authorities;

3) "students" means all those persons following learning or training courses or programmes which are run by higher education or training institutions as defined in this Article, and which are recognised or financially supported by the competent authorities.

### **Article 3 - Objectives**

The objectives of the Cooperation Programme shall be to:

1) Promote closer understanding between the peoples of the European Community and Canada, including broader knowledge of their languages, cultures and institutions;

2) Improve the quality of human resource development in both the European Community and Canada, including the acquisition of skills required to meet the challenges of the global knowledge-based economy;

3) Encourage an innovative and sustainable range of student-centred higher education and training cooperative activities between the different regions in



the European Community and in Canada that have a durable impact;

4) Improve the quality of transatlantic student mobility by promoting transparency, mutual recognition of qualifications and periods of study and training, and where appropriate, portability of credits;

5) Encourage the exchange of expertise in e-learning and open and distance education and their effective use by project consortia to broaden Programme impact;

6) Form or enhance partnerships among higher education and training institutions, professional associations, public authorities, private sector and other associations as appropriate in both the European Community and Canada;

7) Reinforce a European Community and a Canadian value-added dimension to transatlantic cooperation in higher education and training;

8) Complement bilateral programmes between the Member States of the European Community and Canada as well as other European Community and Canadian programmes and initiatives.

#### **Article 4 - Principles**

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

1) Full respect for the responsibilities of the Member States of the European Community and the Provinces and Territories of Canada and the autonomy of the higher education and training institutions;

2) Overall balance of benefits from activities undertaken through this Agreement;

3) Effective provision of seed-funding for a diverse range of innovative projects, that build new structures and

links, that have a multiplying effect through consistent and effective dissemination of results, that are sustainable over the longer term without on-going Cooperation Programme support, and where student mobility is involved, provide mutual recognition of periods of study and training and, where appropriate, portability of credits;

4) Broad participation across the different Member States of the European Community and the Provinces and Territories of Canada;

5) Recognition of the full cultural, social and economic diversity of the European Community and Canada;

6) Selection of projects on a competitive and transparent basis, taking account of the foregoing principles.

#### **Article 5 - Programme actions**

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

#### **Article 6 - Joint Committee**

1. A Joint Committee is hereby established. It shall comprise representatives of each Party.

2. The functions of the Joint Committee shall be to:

(a) Review the cooperative activities envisaged under this Agreement;

(b) Provide a report at least biennially to the Parties on the level, status and effectiveness of cooperative activities undertaken under this Agreement.

3. The Joint Committee shall meet at least every second year, with such meetings being held alternately in the European Community and Canada. Other meetings may be held as mutually determined.



4. Minutes shall be agreed by those persons selected from each side to jointly chair the meeting, and shall, together with the biennial report, be made available to the Joint Cooperation Committee established under the 1976 Framework Agreement for Commercial and Economic Cooperation between the European Community and Canada and appropriate Ministers of each Party.

### **Article 7 - Monitoring and evaluation**

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

### **Article 8 - Funding**

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

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

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

### **Article 9 - Entry of personnel**

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

### **Article 10 - Other agreements**

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

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

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

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

### **Article 12 - Final clauses**

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

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



of the Parties.

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

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

### **Article 13 - Authentic texts**

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

IN WITNESS WHEREOF the undersigned have signed this Agreement.

Done at

FOR THE EUROPEAN COMMUNITY

FOR THE GOVERNMENT OF CANADA

## **ANNEX**

### **Action 1**

#### **JOINT EC/CANADA CONSORTIA PROJECTS**

1. The Parties will provide support to higher education institutions and training institutions which form joint EC/Canada consortia for the purpose of undertaking joint projects in the area of higher education and training. The European Community will provide support for the use of the European Community consortia partners, Canada will provide support for Canadian consortia partners.

2. Each joint consortium must involve at least three active partners on each side from at least three different Member States of the European Community and from at least two different Provinces or Territories of Canada.

3. Each joint consortium should as a rule involve transatlantic mobility of students, with a goal of parity in the flows in each direction, and foresee adequate language and cultural preparation.

4. Financial support may be awarded to joint consortia projects for innovative activities with objectives which can be accomplished within a time-scale of up to a maximum of three years. Preparatory or project development activities may be supported for a period of up to one year.

5. The eligible subject areas for joint EC/Canada consortia cooperation shall be agreed by the Joint Committee as established by Article 6.

6. Activities eligible for support may include:

- preparatory or project development activities;
- development of organisational



frameworks for student mobility, including work placements, which provide adequate language preparation and full recognition by the partner institutions;

- structured exchanges of students, teachers, trainers, administrators, human resource managers, vocational training programme planners and managers, trainers and occupational guidance specialists in either higher education institutions or vocational training organisations;

- joint development of innovative curricula including the development of teaching materials, methods and modules;

- joint development of new methodologies in higher education and training including the use of information and communication technologies, e-learning, open and distance learning;

- short intensive programmes of a minimum of three weeks;

- teaching assignments forming an integral part of the curriculum in a partner institution;

- other innovative projects, which aim to improve the quality of transatlantic cooperation in higher education and training and meet one or more of the objectives specified in Article 3 of this Agreement.

## **ACTION 2**

### **COMPLEMENTARY ACTIVITIES**

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

## **PROGRAMME ADMINISTRATION**

1. Each Party may provide financial support for the activities provided for under this Programme.

2. Administration of the Actions shall be implemented by the competent officials of each Party.

These tasks will comprise:

- deciding the rules and procedures for the presentation of proposals including the preparation of a common set of guidelines for applicants;

- establishing the timetable for publication of calls for proposals, submission and selection of proposals;

- providing information on the programme and its implementation;

- appointing academic advisors and experts, including for independent appraisal of proposals;

- recommending to the appropriate authorities of each Party which projects to finance;

- financial management;

- a cooperative approach to programme monitoring and evaluation.

### **TECHNICAL SUPPORT MEASURES**

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



# Agreement between the European Community and the Government of Canada on sanitary measures to protect public and animal health in respect of trade in live animals and animal products

THE EUROPEAN COMMUNITY (the 'Community')  
and  
THE GOVERNMENT OF CANADA ('Canada')

hereinafter referred to collectively as the 'Parties':

ACKNOWLEDGING that their systems of sanitary measures are intended to provide comparable health assurances;

REAFFIRMING their commitment to their rights and obligations under the Marrakesh Agreement establishing the World Trade Organisation (the 'WTO Agreement'), and its Annexes, in particular the Agreement on the application of sanitary and phytosanitary measures (the 'SPS Agreement');

DESIRING to facilitate trade in live animals and animal products between the Community and Canada while safeguarding animal and public health in relation to the wholesomeness of food products;

RESOLVING to take the fullest account of the risk of spread of animal infection and disease and the measures put in place to control and eradicate such infections and diseases, and in particular to avoid disruptions to trade,

HAVE AGREED AS FOLLOWS:

## Article 1 – Objective

The objective of this Agreement is to facilitate trade in live animals and animal products between the Community and Canada by establishing a mechanism for the recognition of equivalence

of sanitary measures maintained by the two Parties consistent with the protection of public and animal health, and to improve communication and cooperation on sanitary measures.

## Article 2 – Definitions

### For the purposes of this Agreement:

(a) live animals and animal products means the live animals and animal products, including fish and fishery products, listed in Annex I;

(b) sanitary measures means sanitary measures as defined in paragraph 1 of Annex A to the SPS Agreement;

(c) appropriate level of sanitary protection means the appropriate level of sanitary protection as defined in paragraph 5 of Annex A of the SPS Agreement;

(d) region means both 'zone' and 'region' as defined in the Animal Health Code of the Office International des Epizooties (OIE), and for aquaculture as defined in the International Aquatic Animal Health Code of the OIE;

(e) responsible authorities means:

(i) for Canada, the authorities described in Part A of Annex II; and

(ii) for the Community, the authorities described in Part B of Annex II.

## Article 3 – Scope

1. This Agreement applies in respect of trade between the Community and Canada in live animals and animal products.

2. Subject to paragraph 3, the provisions of this Agreement shall apply ini-



tially to sanitary measures of the Parties that apply to trade in live animals and animal products.

3. Unless otherwise specified under the provisions set out in the Annexes to this Agreement, and without prejudice to Article 11, the scope of this Agreement shall exclude sanitary measures related to food additives (all food additives and colours), sanitary stamps, processing aids, flavours, irradiation (ionisation), contaminants (including microbiological standards), transport, chemicals originating from the migration of substances from packaging materials, labelling of foodstuffs, nutritional labelling, animal feedingstuffs, medicated feeds and premixes.

4. The parties may agree to apply the principles of this Agreement to address veterinary issues other than sanitary measures applicable to trade in live animals and animal products.

5. The Parties may agree to modify this Agreement in the future to extend the scope to other sanitary or phytosanitary measures affecting trade between the Parties.

#### **Article 4 – Relation to the WTO Agreement**

Nothing in this Agreement shall modify the rights or obligations of the Parties under the WTO Agreement and in particular the SPS Agreement.

#### **Article 5 – Recognition of regional conditions**

1. The Parties recognise the concept of regionalisation, which they agree to apply in respect of the diseases listed in Annex III.

2. Where one of the Parties considers that it has a special status with respect

to a specific disease, it may request recognition of that status. The importing Party may also request additional guarantees in respect of imports of live animals and animal products appropriate to the agreed status. The guarantees for specific diseases shall be specified in Annex V.

3. Without prejudice to paragraph 2, the importing Party shall recognise regionalisation decisions taken in accordance with criteria as defined in Annex IV as the basis for trade from a party whose territory is affected by one or more of the diseases listed in Annex III.

#### **Article 6 – Recognition of equivalence**

1. The importing Party shall recognise a sanitary measure of the exporting Party as equivalent if the exporting Party objectively demonstrates that its measure achieves the importing Party's appropriate level of protection.

2. Once determined, equivalence shall be applied in relation to individual or groups of sanitary measures for live animals or animal product sectors, or parts of sectors, in relation to legislation, inspection and control systems, parts of systems, or in relation to specific legislation, inspections and/or hygiene requirements.

#### **Article 7 – Criteria for recognition of equivalence**

1. In determining whether a sanitary measure maintained by an exporting Party achieves the importing Party's appropriate level of sanitary protection, the Parties shall follow the process set out below:

(i) identification of the sanitary measures for which recognition of equivalence



lence is sought;

(ii) explanation by the importing Party of the objective of its sanitary measures, including an assessment, as appropriate to the circumstances, of any risks that the sanitary measures are intended to address, and identification by the importing Party of its appropriate level of sanitary protection;

(iii) provision of information by the exporting Party supporting its view that its sanitary measures achieve the importing Party's appropriate level of sanitary protection;

(iv) assessment by the importing Party of whether the exporting Party's sanitary measures achieve the importing Party's appropriate level of sanitary protection; this step may include an evaluation of:

(a) the risks identified by the importing Party and evidence provided by the exporting Party that its sanitary measures effectively address those risks;

(b) the legislation authority, standards, practices and procedures including those of laboratories, as well as the programmes in place to ensure that the domestic requirements of the exporting Party and the importing Party's requirements are met;

(c) the documented structure of the relevant responsible authorities, their command chain, their authority, their operational procedures and the resources available to them; and

(d) the performance of the relevant responsible authorities in relation to the control programme and assurances.

The importing Party may carry out audit and verification procedures, in accordance with Article 10, to assist this assessment.

2. Where equivalence has not been recognised, the conditions for trade shall

be those required by the importing Party, as set out in Annex V, to meet its appropriate level of protection. The exporting Party may agree to meet the importing Party's conditions, without prejudice to the result of the process set out in paragraph 1.

3. In carrying out the process described in paragraph 1, and setting the conditions referred to in paragraph 2, the Parties shall take account of experience and information already acquired.

### **Article 8 – Status of the recognition of equivalence of the Parties' sanitary measures**

1. Annex V lists those sectors, or parts of sectors, for which at the date of entry into force of this Agreement the Parties' respective sanitary measures are recognised as equivalent for trade purposes.

2. Annex V also lists those sectors, or parts of sectors, for which, at the date of entry into force of this Agreement, the Parties apply different sanitary measures and have not concluded the process described in paragraph 1 of Article 7. The Parties shall carry out the actions set out in Annex V based on the process described in paragraph 1 of Article 7, with the objective of recognising equivalence by the dates indicated in Annex V.

3. With respect to sanitary measures recognised as equivalent for trade purposes at the date of entry into force of this Agreement, the Parties, within their competences, shall initiate the necessary legislative and administrative actions within three months to implement these recognitions.



## **Article 9 – Health certificate**

When required, each consignment of live animals or animal products presented for import, and for which equivalence has been recognised, will be accompanied by an official health certificate, the model attestation of which is prescribed in Annex VII. The Parties may jointly determine principles or guidelines for certification. Any such principles or guidelines shall be set out in Annex VII.

## **Article 10 – Audit and verification**

1. To maintain confidence in the effective implementation of the provisions of this Agreement, each Party has the right to carry out audit and verification procedures of all or part of the exporting Party's authorities' total control programme as specified in Annex VI.

2. Each Party has the right to carry out frontier checks on consignments on importation, in accordance with Article 11, the results of which may contribute to the audit and verification process.

3. The Community shall carry out the audit and verification procedures provided for in paragraph 1 and the frontier checks provided for in paragraph 2.

4. For Canada, its responsible authorities carry out the audit and verification procedures and frontier checks provided for in paragraphs 1 and 2.

5. Upon the mutual consent of the Parties, either Party may:

(a) share the results and conclusions of its audit procedures and frontier checks with countries that are not Parties to this Agreement, or

(b) use the results and conclusions of the audit procedures and frontier checks

of countries that are not Parties to this Agreement.

## **Article 11- Frontier (import) checks and inspection fees**

1. The frequency and nature of frontier checks shall be based on the risk to public and animal health associated with the importation of a live animal or animal product.

2. The frequency rate of frontier checks on imported live animals and animal products shall be as set out in Annex VIII.

3. In the event that frontier checks reveal non-conformity with the relevant import requirements, the action taken by the importing Party shall be based on an assessment of the risk involved.

4. Wherever possible, the importer of a non-conforming consignment, or his representative, shall be notified of the reason for non-conformity, and shall be given access to the consignment and the opportunity to contribute relevant information to assist the importing Party in taking a final decision.

5. A Party may collect fees for the costs incurred in conducting frontier checks. Provisions concerning these fees may be added to Annex VII.

## **Article 12 – Notification and consultation**

1. The Parties shall notify each other, in writing, of:

(a) significant changes in health status, such as the presence and evolution of diseases in Annex III, within 24 hours of confirmation of the change;

(b) findings of epidemiological importance with respect to diseases which are not in Annex III or which are new diseases, without delay; and



(c) any additional measures beyond the basic requirements of their respective sanitary measures taken to control or eradicate animal disease or protect public health, and any changes in preventative policies, including vaccination policies.

2. In cases of serious and immediate concern with respect to public or animal health, oral notification shall be made immediately, and written confirmation should follow within 24 hours.

3. Written and oral notifications shall be made to the contact points set out in Annex X.

4. Where a Party has serious concerns regarding a risk to public or animal health, consultations regarding the situation shall, on request, take place as soon as possible, and in any case within 14 days of the request. Each Party shall endeavour in such situations to provide all the information necessary to avoid a disruption in trade, and to reach a mutually acceptable solution.

### **Article 13 – Safeguard clause**

A Party may, on serious public or animal health grounds, take provisional measures necessary for the protection of public or animal health. These measures shall be notified to the other Party within 24 hours of the decision to implement them and, on request, consultations regarding the situation shall be held within 14 days of the notification. The Parties shall take due account of any information provided through such consultations.

### **Article 14 – Information exchange**

1. The parties shall exchange information relevant to the implementation of this Agreement on a uniform and sys-

tematic basis, to provide assurance, engender mutual confidence and demonstrate the efficacy of the programmes controlled. Where appropriate, this may include exchanges of officials.

2. The information exchange on changes in their respective sanitary measures, and other relevant information, shall include:

(a) the opportunity to consider proposals for the introduction of new measures or changes in existing measures, which may affect this Agreement, in advance of their finalisation. Where either Party considers it necessary, proposals may be dealt with in accordance with Article 16(4);

(b) briefing on current developments affecting trade in live animals and animal products;

(c) information on the results of the audit and verification procedures provided for in Article 10.

3. The contact points for this exchange of information are set out in Annex X.

4. The Parties shall provide for the submission of scientific papers or data to the relevant scientific fora to substantiate any views or claims made in respect of a matter arising under this Agreement. Such information shall be evaluated by the relevant scientific fora in a timely manner, and the results of that examination shall be made available to both Parties.

### **Article 15 – Outstanding issues**

The principles of this Agreement shall be applied to address outstanding issues affecting trade between the Parties in live animals and animal products as listed in Annex IX. Modifications shall be made to this Annex and, as appropriate, the other Annexes, to take account of



progress made and new issues identified.

### **Article 16 – Joint Management Committee**

1. A Joint Management Committee (hereinafter referred to as 'the Committee'), consisting of representatives of the Parties is hereby established. The Committee shall consider any matters relating to the Agreement, and shall examine all matters which may arise in relation to its implementation. The Committee shall meet within one year of the entry into force of this Agreement, and at least annually thereafter. The Committee may also address issues out of session by correspondence.

2. The Committee shall, at least once a year, review the Annexes to this Agreement, notably in the light of progress made under the consultations provided for under this Agreement. Following its review, the Committee shall issue a report of its proceedings including any recommendations of the Committee.

3. In the light of the provisions set out in paragraph 2, the Parties may agree to modify the Annexes consistent with the Agreement. Modifications shall be agreed by an exchange of notes.

4. The Parties agree to establish technical working groups consisting of expert-level representatives of the Parties, which shall identify and address technical and scientific issues arising from this Agreement.

When additional expertise is required, ad hoc groups, notably scientific groups, may be constituted by the Parties. Membership of such ad hoc groups need not be restricted to representatives of the Parties.

### **Article 17 – 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 Canada.

### **Article 18 – Final provisions**

1. This Agreement and its Annexes shall enter into force upon an exchange of notes indicating that the Parties have completed all legal requirements necessary for that purpose.

2. Each Party shall implement the commitments and obligations arising from this Agreement and its Annexes in accordance with its internal procedures.

3. Either Party may terminate this Agreement by giving at least six months' notice in writing. The Agreement shall terminate on the expiry of the period of notice.

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

Done in two copies, this seventeenth day of December 1998, in each of the English and French languages, each version being equally authentic.

For the European Community  
For the Government of Canada



## ANNEX 1

### Live Animals and Animal Products

Live animals and animal products	For imports into Canada, as defined by:	For imports into the Community, as defined by:
1. Live cattle and pigs	Health of Animals Regulations (CRC, c. 296)	Council Directive 64/432/EEC of 26 June 1964
2. Bovine semen	Health of Animals Regulations (CRC, c. 296)	Council Directive 88/407/EEC of 14 June 1988
3. Bovine embryos	Health of Animals Regulations (CRC, c. 296)	Council Directive 89/556/EEC of 25 September 1989
4. Live horses	Health of Animals Regulations (CRC, c. 296)	Council Directive 90/426/EEC of 26 June 1990
5. Pig semen	Health of Animals Regulations (CRC, c. 296)	Council Directive 90/429/EEC of 26 June 1990
6. Poultry and hatching eggs	Health of Animals Regulations (CRC, c. 296)	Council Directive 90/539/EEC of 15 October 1990
7. Live aquaculture animals and aquaculture products	Fish Health Protection Regulations made under the Fisheries Act, R.S.C., 1985, c. F-14 Fish Inspection Regulations made under the Fish Inspection Act, R.S.C., 1985, c. F-12	Council Directive 91/67/EEC of 28 January 1991
8. Live sheep and goats	Health of Animals Regulations (CRC, c. 296)	Council Directive 91/68/EEC of 28 January 1991
9. Other live animals, semen, ova and embryos from the animal species not referred to in points 1 to 8	Health of Animals Regulations (CRC, c. 296)	Council Directive 92/65/EEC of 13 July 1992
10. Fresh meat	Meat Inspection Regulations – definitions (food animal, meat, meat by-product, mechanically separated meat) and Schedule I (fresh)	Council Directive 64/433/EEC of 26 June 1964
11. Fresh poultry meat	Meat Inspection Regulations – definitions (as above, bird)	Council Directive 71/118/EEC of 15 February 1971



Live animals and animal products	For imports into Canada, as defined by:	For imports into the Community, as defined by:
12. Meat products	Meat Inspection Regulations – definitions (prepared, preserved, processed)	Council Directive 77/99/EEC of 21 December 1976
13. Minced meat and meat preparations	No specific definition (would be processed, fresh meat and poultry meat) standard in Schedule 1	Council Directive 94/65/EEC of 14 December 1994
4. Egg products shell eggs	Processed Egg & Egg Regs – definitions (a number of definitions apply for specific egg products and processed eggs)	Council Directive 89/437/EEC of 20 June 1989
15. Live bivalve molluscs	Fish Inspection Regs made under the Fish Inspection Act, R.S.C., 1985, c. F-12 Fish Health Protection Regs and the Management of Contaminated Fisheries Regulations made under the Fisheries Act, R.S.C., 1985, c. F-14	Council Directive 91/492/EEC of 15 July 1991
16. Fishery products	Fish Inspection Regs made under the Fish Inspection Act, R.S.C., 1985, c. F-12	Council Directive 91/493/EEC of 22 July 1991
17. Farmed game meat	Meat Inspection Regulations – definitions (farmed game animal and thereafter as for fresh meat and fresh poultry meat)	Council Directive 91/495/EEC of 27 November 1991
18. Wild game meat	Meat Inspection Regulations – only species recognised are muskox, caribou and reindeer	Council Directive 92/45/EEC of 16 June 1992
19. Milk and milk products	–Dairy Product Regulations (CAP) –Food and Drug Regulations –Consumer Packaging and Labelling Regulations	Council Directive 92/46/EEC of 16 June 1992
20. Animal waste		Council Directive 90/667/EEC of 27 November 1990



Live animals and animal products	For imports into Canada, as defined by:	For imports into the Community, as defined by:
21. Animal products not referred to in points 10—20	Health of Animals Regs (CRC, c. 296) Meat Inspection Regs – definitions (as appropriate)	Council Directive 92/118/EEC of 17 December 1992

## ANNEX II

### Responsible Authorities

#### A. Responsible authorities of Canada

The following departments are responsible for the application of sanitary measures in respect of domestically produced, exported and imported animals and animal products and for issuing health certificates attesting to agreed standards unless otherwise noted:

the Canadian Food Inspection Agency (CFIA), or the Department of Health, as appropriate.

#### B. Responsible authorities of the Community

Control is shared between the national services in the individual Member States

and the European Communities. In this respect the following applies:

— In terms of exports to Canada, the Member States are responsible for control of the production circumstances and requirements, including statutory inspections and issuing health certification attesting to the agreed standards and requirements.

— The European Commission is responsible for overall coordination, inspection/audits of inspection systems and the necessary legislative action to ensure uniform application of standards and requirements within the Single European Market.

## ANNEX III

### DISEASES FOR WHICH REGIONALISATION DECISIONS CAN BE TAKEN

Disease	LEGAL BASIS	
	EC	Canada
Foot-and-mouth disease	64/432, 85/511	Health of Animals Act Sections 5, 22 through 27, and 64; Health of Animals Regulations Sections 90 and 91, and Schedule 2 of the Reportable Disease Regulations
Vesicular stomatitis	92/119	H. of A. Act 5, 22—27, 64; H. of A. Regulations 90, 91 and Schedule 2
Swine vesicular disease	64/432, 92/119	H. of A. Act 5, 22—27, 64; H. of A. Regulations 90, 91 and Schedule 2



<b>Disease</b>	<b>EC</b>	<b>Canada</b>
Rinderpest	64/432, 92/111	H. of A. Act 5, 22—27, 64: H. of A. Regulations 90, 91 and Schedule 2
Peste des petits ruminants	92/119	H. of A. Act 5, 22—27, 64: H. of A. Regulations 90, 91 and Schedule 2
Contagious bovine pleuropneumonia	64/432	H. of A. Act 5, 22—27, 64: H. of A. Regulations 90, 91 and Schedule 2
Lumpy skin disease	92/119	H. of A. Act 5, 22—27, 64: H. of A. Regulations 90, 91 and Schedule 2
Rift Valley fever	92/119	H. of A. Act 5, 22—27, 64: H. of A. Regulations 90, 91 and Schedule 2
Bluetongue	92/119	H. of A. Act 5, 22—27, 64: H. of A. Regulations 90, 91 and Schedule 2
Sheep pox and goat pox	92/119	H. of A. Act 5, 22—27, 64: H. of A. Regulations 90, 91 and Schedule 2
African horse sickness	90/426, 92/35	H. of A. Act 5, 22—27, 64: H. of A. Regulations 90, 91 and Schedule 2
African swine fever	64/432	H. of A. Act 5, 22—27, 64: H. of A. Regulations 90, 91 and Schedule 2
Classical swine fever	64/432, 80/217	H. of A. Act 5, 22—27, 64: H. of A. Regulations 90, 91 and Schedule 2
Fowl plague (highly pathogenic avian influenza)	90/539, 92/40	H. of A. Act 5, 22—27, 64: H. of A. Regulations 90, 91 and Schedule 2
Newcastle disease	90/539, 92/66	H. of A. Act 5, 22—27, 64: H. of A. Regulations 90, 91 and Schedule 2
Venezuelan equine encephalomyelitis	90/426	H. of A. Act 5, 22—27, 64: H. of A. Regulations 90, 91 and Schedule 2
Epizootic haemorrhagic disease	92/119	H. of A. Act 5, 22—27, 64: H. of A. Regulations 90, 91 and Schedule 2
Teschen	92/119	H. of A. Act 5, 22—27, 64: H. of A. Regulations 90, 91 and Schedule 2

### **Aquaculture diseases**

The list of aquaculture diseases is to be discussed further by the Parties on the basis of the International Aquatic Animal Health code of the OIE.



## ANNEX IV

### Regionalisation and Zoning

Further to Article 5(3), the Parties agree that the following forms the basis for regionalisation decisions for the diseases listed in Annex III. Each Party agrees to recognise regionalisation decisions taken in accordance with this Annex.

#### Animal diseases

**Regionalisation** — Adjacent countries or parts of countries which have the same animal health status and similar disease controls can be treated as a region. The region must be clearly delineated by natural, artificial or legal boundaries which must be effective. The region must have a common control policy for the specific disease. There must be a uniform effective system of epidemiological surveillance throughout the region and an official sanitary agreement between the countries involved.

In assessing risk from a given proposed importation of animals or animal products, three sets of factors may be considered:

1. source risk factors;
2. commodity risk factors;
3. destination risk factors.

#### Source risk factors

The primary determinant of the risk of importing diseases is the status of the country of origin in respect of the disease in question. However, declarations of disease freedom must be backed up by effective surveillance programmes.

The overriding consideration in this context, therefore, is the quality of the veterinary infrastructure. No other factors can be assessed without full confidence in the veterinary administration. In particular, their ability to detect and

control an outbreak of disease and to provide meaningful certification is crucial.

The ability to detect the presence of disease depends on the surveillance carried out. This surveillance can be active, passive, or both.

**Active surveillance** implies definitive action intended to identify the presence of disease, such as systematic clinical inspections, *ante* and *post mortem* examination, serology on farm or in abattoir, referral of pathological material for laboratory diagnosis, sentinel animals.

**Passive surveillance** means that the disease must be compulsorily notifiable and that there must be a sufficiently high level of supervision of the animals in order to ensure that the disease will be observed quickly and reported as a suspect. There must also be a mechanism for investigation and confirmation, and farmers and veterinarians must have a high level of awareness of the disease and its symptoms.

Epidemio-surveillance may be augmented by voluntary and compulsory herd/flock health programmes, particularly those which ensure a regular veterinary presence on the farm.

Other factors to be considered include:

- disease history,
- vaccination history,
- controls on movements into the zone, out of the zone and within the zone,
- animal identification and recording,
- presence of disease in adjacent areas,
- physical barriers between zones of differing status,
- meteorological conditions,
- use of buffer zones (with or with-



- out vaccination),
- presence of vectors and/or reservoirs,
  - active control and eradication programmes (where appropriate),
  - *ante* and *post mortem* inspection system.

On the basis of these factors, a zone may be defined.

The authority with the responsibility for implementing the zoning policy is in the best position to define and maintain the zone. When there is a high level of confidence in that authority, the decisions it makes can be the basis for trade.

The zones so defined may be assigned a risk category.

Possible categories are:

- low/negligible risk,
- medium risk,
- high risk,
- unknown risk.

Calculation of estimates of risk for e.g. live animals may assist in this categorisation. Import conditions may then be defined for each category, disease and commodity, individually or in groups.

Low/negligible risk implies that importation may take place based on a simple guarantee of origin.

Medium risk implies that some combination of certification and/or guarantees may be required before or after importation.

High risk implies that importation will only take place under conditions which significantly reduce the risk, e.g. by additional guarantees, testing or treatment.

Unknown risk implies that imports will only take place if the commodity itself is of very low risk, e.g. hides, wool, or under the conditions for 'high risk' if

the commodity factors warrant.

### **Commodity risk factors**

These include:

- is the disease transmissible by the commodity?
- could the agent be present in the commodity if derived from a healthy and/or clinically affected animal?
- can the predisposing factor be reduced, e.g. by vaccination?
- what is the likelihood that the commodity has been exposed to infection?
- has the commodity been obtained in such a way as to reduce the risk, e.g. deboning?
- has the commodity been subjected to a treatment which inactivates the agent?

Appropriate tests and quarantine will reduce the risk.

### **Destination risk factor**

- presence of susceptible animals;
- presence of vectors;
- possible vector-free period;
- preventive measures such as waste food feeding and animal waste rendering rules;
- intended use of product e.g. petfood, human consumption only.

These factors are inherent in or are under the control of the importing country, and some may therefore be modified to facilitate trade. These may, for example, include restricted entry conditions e.g. animals to be confined to a certain vector-free region until the incubation period has passed, or canalisation systems.

However, destination risk factors will also be taken into account by the infected country with respect to the risk presented by movements from the infected part to the free part of its territory.



## **Aquaculture diseases**

Pending the development of any specific provisions to be included in this Annex, the basis for regionalisation decisions for aquaculture diseases will be the International Aquatic Health Code of the OIE.

## **ANNEX V**

### **Recognition of Sanitary Measures**

Yes (1) Equivalence agreed

— model health attestations to be used

Yes (2) Equivalence agreed in principle

— some specific issue(s) to be resolved

— existing certification to be used until issue(s) resolved

Yes (3) Equivalence in form of compliance with importing Party's requirements

— existing certification to be used

NE Not evaluated

— existing certification to be used in the interim

E Further evaluation required. Trade may occur if the exporting Party meets the importing Party's requirements.

Special conditions: conditions to be respected for export, in addition to those required on the domestic market:

AD Aujeszky's disease

AI Avian Influenza

BSE Bovine spongiform encephalopathy

BVD Bovine viral diarrhoea

C Celsius

CFIA Canadian Food Inspection Agency

CSF Classical swine fever

EBL Enzootic bovine leucosis

Equiv Equivalent

FMD Foot-and-mouth disease

H of A Act and Regs. The Health of Animals Act

IBD Infectious bursal disease

IBR Infectious Bovine Rhinotracheitis

IVF *In vitro* fertilised

JD John's disease

MV Maedi-visna

ND Newcastle disease

OIE Office International des Epizooties

PM *Post mortem*

PRRS Porcine reproductive and respiratory syndrome

ScVC Scientific Veterinary Committee

Std Standard

SVD Swine vesicular disease

UHT Ultra high temperature

NOTE: A full list of Commodities, Species, Public Health Requirements, Trade and Special Conditions (applying to both Canada and the European Community) affected by this Agreement may be found on the following Web site –

[http://europa.eu.int/comm/trade/pdf/eu-ca\\_veterinary.pdf](http://europa.eu.int/comm/trade/pdf/eu-ca_veterinary.pdf)

## **ANNEX VI**

### **Guidelines on Procedures for Conducting an Audit**

#### **1. General principles**

1.1. Audits should be made in cooperation between the auditing party (the 'auditor') and the audited

party, (the 'auditee') in accordance with the provisions set out in this Annex.

1.2. Audits should be designed to check the effectiveness of the controlling authority rather than to reject individual animals, groups of animals, consign-



ments of food or establishments. The process can include study of the relevant regulations, method of implementation, assessment of the end result, including assessments conducted, as considered necessary, at establishments or facilities, level of compliance and subsequent corrective actions. Where an audit reveals a serious risk to animal or human health, the auditee shall take immediate corrective action.

1.3. The frequency of audits should be based on performance. A low level of performance should result in an increased frequency of audit; unsatisfactory performance must be corrected by the auditee to the auditor's satisfaction.

1.4. Audits, and the decisions based on them, shall be made in a transparent and consistent manner.

## **2. Principles relating to the auditor**

Those responsible for conducting the audit should prepare a plan, preferably in accordance with recognised international standards, that covers the following points:

2.1. the subject, depth and scope of the audit;

2.2. the date and place of the audit, along with a timetable up to and including the issue of the final report;

2.3. the language or languages in which the audit will be conducted and the report written;

2.4. the identity of the auditors including, if a team approach is used, the leader. Specialised professional skills may be required to carry out audits of specialised systems and programmes;

2.5. a schedule of meetings with officials and visits to establishments or facilities, as appropriate. The identity of establishments or facilities to be visited should be stated in advance, although additional or alternate facilities may be

visited during the audit if it is considered necessary;

2.6. subject to provisions on freedom of information, respect of commercial confidentiality shall be observed by the auditor. Conflicts of interest must be avoided;

2.7. respect of the rules governing occupational health and safety.

This plan should be reviewed in advance with representatives of the auditee.

## **3. Principles relating to the auditee**

The following principles apply to actions taken by the auditee, in order to facilitate audit.

3.1. The auditee must cooperate fully with the auditor and should nominate personnel responsible for this task. Co-operation may include, for example:

— access to all relevant regulations and standards,

— access to compliance programmes and appropriate records and documents,

— access to audit and inspection reports,

— documentation concerning corrective actions and sanctions,

— facilitating entry to establishments or facilities.

3.2. The auditee must operate a documented programme to demonstrate to the auditor that standards are being met on a consistent and uniform basis.

## **4. Procedures**

### *4.1. Opening meeting*

An opening meeting should be held between representatives of both parties. At this meeting the auditor will be responsible for reviewing the audit plan and confirming that adequate resources, documentation, and any other necessary facilities are available for conducting the audit.



#### 4.2. Document review

The document review may consist of a review of the documents and records referred to in paragraph 3.1, the structures and powers of the auditee, and any relevant changes to food inspection and certification systems since the adoption of this Agreement or since the previous audit, with emphasis on the implementation of elements of the system of inspection and certification for animals or products of interest. This may include an examination of relevant inspection and certification records and documents.

#### 4.3. On-site verification

4.3.1. The decision to include this step should be based upon an assessment of risk, taking into account factors such as the animals or products concerned, the history of conformity with requirements by the industry sector or exporting country, the volume of product produced and imported or exported, changes in infrastructure and the nature of the inspection and certification systems.

4.3.2. On-site verification may involve visits, which may be unannounced, to production and manufacturing facilities, food handling or storage areas and control laboratories to check on compliance with the information contained in the documentary material referred to in 4.2.

#### 4.4. Follow-up audit

Where a follow-up audit is being conducted in order to verify the correction of deficiencies, it may be sufficient to examine only those points which have been found to require correction.

#### 5. Working documents

Working documents may include checklists of elements to evaluate, such as the following:

- legislation,
- structure and operations of inspec-

tion and certification services,

- establishment details and working procedures (including any HACCP documentation),
- health statistics, sampling plans and results,
- compliance action and procedures,
- reporting and complaint procedures, and
- training programmes.

#### 6. Closing meeting

A closing meeting shall be held between representatives of both Parties. At this meeting the auditor will present the findings of the audit. The information should be presented in a clear, concise manner so that the conclusions of the audit are clearly understood.

The Parties may discuss specific actions to be taken as the result of the findings.

#### 7. Audit report

The auditor shall provide the auditee with a draft report of the audit generally within 60 days of the conclusion of the audit. To the extent possible, the report shall be presented in a standardised format to be agreed upon by the Parties in order to make the approach to audit more uniform, transparent and efficient. The report will assess the adequacy of the auditee's enforcement and control programme and identify any deficiencies noted during the conduct of the audit. Thereafter, the auditee may within 60 days comment on the draft report and shall describe any specific corrective actions that will be taken, preferably with target dates for completion. Any comments made by the auditee shall be included in the final report.



## ANNEX VII

### Certification

Official health certificates will cover consignments of live animals and/or animal products being traded between the Parties.

Health attestations:

(a) Equivalence agreed

Model health attestation to be used ('yes 1' for animal and/or public health).

'The live animals or animal products herein described comply with the relevant European Community/Canadian standards and requirements which have been recognised as equivalent to the Canadian/European Community standards and requirements as prescribed in the Canadian/EC Veterinary Agreement. Specifically in accordance with (insert: exporting country's legislation)'.

(b) Until certificates on the basis of equivalence have been adopted, existing certification shall continue to be used as set out in Annex V.

Language:

*Exports from Canada:* the official health certificate will be issued either in English or French or both as well as in one of the languages of the Member State in which the border inspection post is situated and where the consignment is presented.

*Exports from the EC:* the official health certificate will be issued in the language of the Member State of origin as well as either in English or French or both.

## ANNEX VIII

### Frontier Checks

Frequencies of frontier checks on consignments of live animals and animal products –

The Parties may modify any frequency rate, within their responsibilities, as appropriate, taking into account the nature of any checks applied by the exporting Party prior to export, the importing Party's past experience with products imported from the exporting Party, any progress made toward the recognition of equivalence, or as a result of other actions or consultations provided for in this Agreement.

Type of frontier check: Normal rate as per Article 11(2)

#### 1. Documentary and identity

Both Parties will perform documentary and identity checks on all consignments

#### 2. Physical checks

*Live animals* 100%

*Semen/embryos/ova* 10%

Animal products for human consumption –

Fresh meat including offal, and products of the bovine, ovine, caprine, porcine and equine species defined in Council Directive 92/5/EEC

Whole eggs

Lard and rendered fats

Animal casings

Gelatin

Poultry meat and poultry meat products

Rabbit meat, game meat (wild/farmed) and products

Milk and milk products

Egg products

Honey

Bone and bone products

Meat preparations and minced meat

Frogs' legs and snails

Animal products not for human consumption

Lard and rendered fats



Animal casings  
 Milk and milk products  
 Gelatin  
 Bone and bone products  
 Type of frontier check: Normal rate as per Article 11(2)  
 Hides and skins ungulates  
 Game trophies  
 Processed petfood  
 Raw material for the manufacture of petfood  
 Raw material, blood, blood products, glands and organs for pharmaceutical/technical use  
 Processed animal protein (packaged) 10 %  
 Bristles, wool, hair and feathers 10%  
 Horns, horn products, hooves and hoof products 10%  
 Apiculture products 10%  
 Hatching eggs 10 %  
 Manure 10 %  
 Hay and straw 10 %

*Processed animal protein not for human consumption (bulked)* 100% for the first six consignments (as per Council Directive 92/118/ EEC), then 20%

*Live bivalve molluscan shellfish* 15 %

Fish and fishery products for human consumption

Fish products in hermetically sealed containers intended to render them stable at ambient temperatures, fresh and frozen fish and dry and/or salted fisheries products. Other fishery products: 15 %

For the purposes of this Agreement, 'consignment' means a quantity of products of the same type, covered by the same health certificate or document, conveyed by the same means of transport, consigned by a single consignee and

originating from the same exporting Party or part of such Party.

## ANNEX IX

### Outstanding Issues

1. The Parties agree that the following areas are to be explored as part of a work programme:

- contaminants (including microbiological standards),
- food additives,
- animal feeding stuffs,
- medicated feeds and premixes,
- labelling of foodstuffs,
- nutritional labelling,
- flavours,
- processing aids,
- chemicals originating from the migration of substances from packaging materials,
- irradiation,
- sanitary stamps,
- zootechnical standards.

2. Canada has submitted a document outlining a proposed model for a risk based import inspection model.

There is agreement between the Parties to explore the possibility of implementing this approach.

3. The Parties agree to discuss issues associated with the transit of live animals through the territory of the Parties.

## ANNEX X

### Contact Points for the Administration of this Agreement

A Party may unilaterally amend its section of this Annex. Such amendments shall be notified to the other Party without delay, and shall come into force on the date specified in the notification, but shall not come into force prior to the date



of the notification.

Pursuant to Article 14(3), the following are the contact points for each of the Parties.

**For Canada**

The initial contact point is:

Agriculture Counsellor

Agriculture Section

Canadian Mission to the European Union

Avenue de Tervuren/Tervurenlaan 2  
B-1040 Brussels;

Telephone: (32) 2 741-0610 (Agriculture Counsellor)

(32) 2 741-0698 (Agricultural Affairs Assistant)

(32) 2 741-0611 (Switchboard)

Fax: (32) 2 741-0629

Other important contacts are:

For matters related to live animals, agri-food, fish, and seafood products:

Executive Director

Animal Products Directorate

Canadian Food Inspection Agency

59 Camelot Drive

Nepean, Ontario

K1A 0Y9

Telephone: (613) 225-2342

Fax: (613) 228-6631

For matters specifically related to fish health and diseases:

Director

Aquaculture and Oceans Science Branch

Department of Fisheries and Oceans

200 Kent Street

Ottawa, Ontario

K1A 0E6

Telephone: (613) 990-0275

Fax: (613) 954-0807

For matters related to human health:

Director General

Food Directorate

Health Protection Branch

Health Canada

Health Protection Building, Tunney's Pasture

Ottawa, Ontario

K1A 0L2



# Agreement for Scientific and Technical Cooperation between Canada and the European Community

THE GOVERNMENT OF CANADA  
of the one part, and

the Council of the European Union on  
behalf of the European Community, of  
the other part,

hereinafter referred to as the "Parties";

CONSIDERING the importance of sci-  
ence and technology for their economic  
and social development;

RECOGNISING that Canada and the  
European Community, herein after "the  
Community", are pursuing 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 or technologi-  
cal areas under the Canada-European  
Communities Framework Agreement  
for Commercial and Economic Cooper-  
ation signed in 1976;

Having regard to the Declaration on  
European Community-Canada Rela-  
tions adopted on November 22, 1990;  
and

DESIRING to establish a formal basis  
for cooperation in scientific and techno-  
logical research which will extend and  
strengthen the conduct of cooperative  
activities in areas of common interest  
and encourage the application of the re-  
sults of such cooperation to their eco-  
nomic and social benefit;

HAVE AGREED AS FOLLOWS:

## Article 1

### Purpose

The purpose of this Agreement is to

encourage and facilitate cooperation  
between Canada and the Community in  
fields of common interest where the Par-  
ties are supporting research and devel-  
opment activities to advance science  
and/or technology relevant to those  
fields of interest.

## Article 2

### Definitions

For the purposes of this Agreement:

a. "Cooperation activity" means any  
activity carried on under this Agree-  
ment, and includes joint research;

b. "Information " means scientific or  
technical data, results or methods of re-  
search and development stemming from  
the joint research, and any other infor-  
mation deemed necessary by the partici-  
pants engaged in cooperative activity,  
including, where necessary, the Parties  
themselves;

c. "Intellectual Property" shall have  
the meaning defined in Article 2 of the  
Convention establishing the World In-  
tellectual Property Organization, done  
at Stockholm, 14 July, 1967;

d. "Joint research" means research that  
is financially supported by either or by  
both Parties and that involves collabo-  
ration by participants from both Canada  
and the Community;

e. "Participant" means any person, le-  
gal entity, university, research institute  
or any other body and undertaking par-  
ticipating in a cooperative activity, in-  
cluding the Parties themselves.



**Principles**

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

- a. mutual benefit;
- b. timely exchange of information which may affect the actions of participants in cooperative activities;
- c. within the framework of applicable laws and regulations, effective protection of intellectual property and equitable sharing of intellectual property rights, as set out in the Annex, which forms an integral part of this Agreement;
- d. balanced realisation of economic and social benefits by Canada and the Community in view of the contributions made to cooperative activities by the respective participants and/or Parties.

**Article 4****Areas of Cooperation**

- a. Cooperation may be pursued in the following areas :
  1. agriculture, including fisheries;
  2. medical and health research;
  3. non-nuclear energy ;
  4. environment, including earth observation;
  5. forestry;
  6. information technologies;
  7. communication technologies;
  8. telematics for economic and social development;
  9. mineral processing;
- b. Other areas may be added to this list upon review and recommendation by the Joint Science and Technology Cooperation Committee and subject to decisions in accordance with procedures in force for each Party.

**Modalities of Cooperation**

a. Cooperation may include the following activities:

1. participation of persons and legal entities, including the Parties themselves, universities, research institutions, and other bodies or undertakings, in research projects of Canada or the Community, in accordance with the procedures in force for each Party;
2. shared use of research facilities;
3. visits and exchanges of scientists, engineers or other appropriate personnel for the purposes of participating in seminars, symposia and workshops relevant to cooperation under this Agreement;
4. exchange of information on practices, laws, regulations and programmes relevant to cooperation under this Agreement;
5. other activities as may be mutually determined by the Joint Science and Technology Cooperation Committee in accordance with the applicable policies and programmes of the Parties.

b. Joint research projects shall proceed under this Agreement only after the participants in a project have concluded a Joint Technology Management Plan, as indicated in the Annex to this Agreement.

**Article 6****Joint Science and Technology Cooperation Committee (JSTCC)**

a. This Agreement shall be administered by a Joint Science and Technology Cooperation Committee composed of rep-



representatives of each Party.

b. The functions of the JSTCC shall be to:

1. Promote and review the activities envisaged under the Agreement;

2. Make recommendations pursuant to Article 4 (b);

3. Authorise activities falling under Article 5 (a.5) as being cooperation to which this Agreement applies;

4. Advise the Parties on ways to enhance cooperation consistent with the principles set out in this Agreement;

5. Provide a report annually to the Parties on the level, status and effectiveness of cooperation undertaken under this Agreement;

6. Review the efficient and effective functioning of the Agreement.

c. The JSTCC shall meet approximately once a year, meetings being held alternately in Canada and the Community. Other meetings may be held as mutually agreed.

d. Decisions of the JSTCC shall be reached by consensus. Minutes, comprising a record of the decisions and principal points discussed, shall be taken at each meeting. These minutes shall be agreed by those persons selected from each side to jointly chair the meetings. The JSTCC annual report shall be made available to the Joint Cooperation Committee established under the 1976 EC-Canada Framework Agreement for Commercial and Economic Cooperation and appropriate Ministers of each Party.

## **Article 7**

### **Funding**

a. Cooperation activities shall be subject to the availability of funds and to the applicable laws and regulations, policies and programs of Canada and

the Community.

b. Costs incurred by participants in cooperative activities subject to this Agreement shall not require any transfer of funds from one Party to the other.

## **Article 8**

### **Entry of Personnel and Equipment**

Each Party shall take all reasonable steps and use its best efforts, within existing laws and regulations, to facilitate entry to and exit from its territory of personnel, material and equipment of the participant(s) engaged in or used in cooperative activities under this Agreement.

## **Article 9**

### **Dissemination and Utilization of Information**

The dissemination and utilization 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 to this Agreement.

## **Article 10**

### **Other Agreements and Transitional Provisions**

a. This Agreement shall supersede and replace those provisions of the Canada-European Community Framework Agreement for Commercial and Economic Cooperation governing existing science and technology collaboration.

b. The Parties shall endeavour to bring under the terms of this Agreement those existing arrangements for scientific and



technological cooperation between Canada and the Community that fall under the scope of Article 4.

c. Subject to paragraph 10 (a), this Agreement is without prejudice to other existing Agreements or arrangements between the Parties or any Agreement or arrangement between the Parties and third parties.

### **Article 11**

#### **Territorial Application**

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

### **Article 12**

#### **Entry into Force and Termination**

a. This Agreement shall enter into force on the date on which the Parties have notified each other in writing that their legal requirements for entry into force of this Agreement have been fulfilled.

b. 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 legal requirements have been fulfilled.

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

### **Article 13**

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

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

FOR THE GOVERNMENT OF  
CANADA

FOR THE EUROPEAN COMMUNITY

### **ANNEX**

#### **Annex on the Dissemination and Utilization of Information and Management, Allocation and Exercise of Intellectual Property Rights**

##### **I. OWNERSHIP, ALLOCATION AND EXERCISE OF RIGHTS**

1. All research carried out pursuant to this Agreement shall be "joint research". The participants performing the joint research shall develop Joint Technology Management Plans (JTMPs) which shall contain, as a minimum, principles in respect of the ownership and use, including publication, of information and Intellectual Property (IP) to be created in the course of the joint research(1) (1)The indicative features of such JTMPs are set out in Appendix The JTMPs may be reviewed by the Parties and shall be approved by the responsible funding agency or department of the party involved in financing the research, before the conclusion of any specific research and development cooperation contracts to which they refer. The JTMP shall be



approved by the responsible funding agency or department of the Party or Parties. The JTMPs shall be developed taking into account the aims of the joint research, the relative contributions of the 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 and information generated by visiting researchers in respect of IP shall also be addressed in the JTMPs.

2. Information or IP created in the course of joint research and not addressed in a JTMP shall be allocated according to the principles set out in I,1 according to the principles set out in that JTMP. In case of disagreement, which cannot be resolved by the agreed dispute resolution procedure, such unallocated information or IP shall be owned jointly by all the participants involved in the joint research from which the information or IP results, and each participant to whom this provision applies shall have the right to use such information or IP for his/her own commercial exploitation with no geographical limitation.

3. In accordance with national law, each Party shall ensure that the other Party and its participants may have the rights to IP allocated to them in accordance with the principles set out in section I of this Annex.

4. While maintaining the conditions 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 infor-

mation created, disclosed, or otherwise made available, under the Agreement;

ii. the adoption and implementation of international standards.

## **II. COPYRIGHT WORKS**

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

## **III. SCIENTIFIC LITERARY WORKS**

Without prejudice to Section IV, unless otherwise agreed in the JTMP, any publication of results of the joint research shall be made jointly by the participants. In addition to the foregoing general rule, the following procedure 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 shall be entitled to, with written permission from the publisher, to a world-wide, non-exclusive, irrevocable, royalty-free licence 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 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 or authors expressly declines or decline to be named. Copies shall also bear a clearly visible acknowledgement of the cooperative support of the Parties.



## **IV. UNDISCLOSED INFORMATION**

### **A. Documentary undisclosed information**

1. Each Party or its participants shall identify at the earliest possible moment, and preferably in the JTMP, the information that it wishes to remain undisclosed in relation to this Agreement, taking into account, among other things, the following criteria:

i. Secrecy of the information in the sense that the information 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 field;

ii. The actual or potential commercial value of the information by virtue of its secrecy;

iii. 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.

2. Participants shall not normally be required to provide undisclosed information to the Parties. Should the Parties become aware of such information, they shall respect the privileged nature thereof, and it shall not be further disclosed by, within, or between the Parties, without the written consent of the participant(s) to whom the information belongs. These limitations shall automatically terminate when such information is disclosed by the owner, without restriction, to experts in the field.

3. Each Party shall ensure that undisclosed information, communicated between them under the Agreement, and its ensuing privileged nature is readily recognizable as such by the other Party, 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.

4. Undisclosed information communicated under the Agreement, and received from the other Party, 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 authorized for the specific purposes of the joint research underway, provided that any undisclosed information so disseminated shall be pursuant to a written agreement of confidentiality and shall be readily recognizable as such, as set out above.

5. With the prior written consent of the Party providing undisclosed information under the Agreement, the receiving Party may disseminate such undisclosed information more widely than otherwise permitted in Paragraph 3 above. 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 the 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 in point A above, 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 in-



formation to be communicated.

### **C. Control**

Each Party shall make its best efforts to ensure that undisclosed information received by it under the Agreement shall be controlled as provided therein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of points A and B above, it shall immediately inform the Party likely to be affected by the dissemination. The Parties involved shall thereafter consult to define an appropriate course of action.

## **APPENDIX**

### **Indicative Features of a Joint Technology Management Plan (JTMP)**

The JTMP is a specific contract to be concluded between the participants in joint research defining their respective rights and obligations. With respect to Intellectual Property Rights, the JTMP will normally address, inter alia: 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 JTMP may also address foreground and background information the rules governing disclosure of undisclosed information, licensing and deliverables.

## **AGREEMENT amending the Agreement for Scientific and Technological Cooperation between the European Community and Canada**

THE COUNCIL OF THE EUROPEAN UNION on behalf of the European Community,

of the one part, and

THE GOVERNMENT OF CANADA, of the other part,

HAVING regard to the Agreement for Scientific and Technological Cooperation between the European Community and Canada, entered into force on 27 February 1996,

WHEREAS both sides have expressed a desire to widen the scope of the Agreement and thereto amend the Agreement in accordance with Article 12(b) thereof;

WHEREAS negotiations of such an amendment were successfully con-

cluded,

HAS AGREED AS FOLLOWS:

### **Article 1**

1. The text of Article 4 of the Agreement for Scientific and Technological Cooperation between the European Community and Canada is replaced by:

"Article 4

#### **Areas of cooperation**

For the Community, these would include all research and technological development and demonstration activities covered by Articles 130G(a)<sup>(1)</sup> and 130G(d)<sup>(2)</sup> of the Treaty establishing the European Community, the latter only as far as networks between infrastructure



operators and related research projects are concerned.

For Canada, these would include all non-defence science and technology activity funded or performed by departments or agencies of the Government of Canada. This cooperation may include science and technology activities funded or performed by the governments of the provinces or territories of Canada where the relevant provincial or territorial government concurs. Canada will notify the Community through diplomatic channels of the application of this agreement to those provinces or territories."

2. In Article 6 of the Agreement, point (b)2 is deleted.

## Article 2

This Agreement shall enter into force on the date on which the Parties have notified each other in writing that their legal requirements for entry into force of this Agreement have been fulfilled.

## 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.

Done at Ottawa on the seventeenth day of December in the year one thousand nine hundred and ninety-eight.

(1) 'Implementation of research, technological development and demonstration programmes, by promoting cooperation with and between undertakings, research centres and universities'.

(2) 'Stimulation of the training and mobility of researchers in the Community'.

## Agreement for the conclusion of Negotiations between the European Community and Canada under GATT Article XXIV:6

THE EUROPEAN COMMUNITY and THE GOVERNMENT OF CANADA,

DESIRING to bring their GATT Article XXIV:6 negotiations to conclusion on the basis of a reasonable and mutually satisfactory compromise, and

FURTHER DESIRING to strengthen the close partnership in commercial and economic matters between the European Community and Canada,

AGREE TO THE FOLLOWING PROVISIONS:

### I. Market access concessions

A. The European Community shall incorporate in its new Schedule CLX,

which will be valid for the customs territory of the EUR 15, the concessions that were included in the previous Schedule LXXX as modified by the European Community Schedule annexed to the Marrakesh Protocol to the General Agreement, 1994 (dated 15 April 1994).

B. In accordance with Annex A (1) attached to and forming an integral part of this Agreement, the European Community shall reduce and bind tariffs effective 1 January 1996 except as noted, shall open tariff quotas as indicated, and shall accelerate the staging of Uruguay Round tariff concessions.



C. Improvements granted to third countries in the European Community's Article XXIV:6 negotiations shall also be applied to Canada.

## **II. Agricultural matters**

A. The Canadian Government accepts the basic components of the European Community's approach to adjusting the GATT obligations of the European Community of 12 and those of Austria, Finland and Sweden following the recent enlargement of the Community:

- netting out of export commitments,
- netting out of tariff quotas,
- aggregation of domestic support commitments.

The appropriate legal modalities of implementation remain to be agreed upon.

B. Both sides agree to the following:

To the extent that imports of pork and pork products are covered by both GATT TRQs and preferential TRQs at lower than GATT in-quota rates for Central and East European countries (CEECs) the Commission, in consultation with the countries concerned, will ensure that the imports in question from CEECs are counted in the first place against the preferential TRQs.

The sum of the EC TRQs for pigmeat and pigmeat preparations will remain at 75 600 tonnes at the end of Uruguay Round implementation.

As regards bilateral trade in cheese, Canada undertakes to increase the current EC 12 247 tonnes country reserve (60 % of the global tariff rate quota) to 66 % of the global tariff rate quota.

The EC undertakes to increase the existing tariff rate quota of Canadian aged Cheddar to 4 000 tonnes. The Canadian authorities will indicate to the Canadian Dairy Commission that 'certificates of

authenticity' for 'aged Cheddar' should only be issued for in-quota quantities.

Canada will only permit imports of cheese from the EC under its tariff rate quota accompanied by an export certificate issued by the European Community.

The EC will limit export subsidies on fresh, chilled or frozen beef and veal destined for Canada to no more than 5 000 tonnes annually. On the basis of this undertaking European beef exporters may request the Canadian International Trade Tribunal (CITT) to undertake a review under Section 76 of the Special Import Measures Act (SIMA) of the 25 July 1986 finding of the Canadian Import Tribunal in respect of boneless manufacturing beef from the European Economic Community. Section 76 review may be requested by any interested party to the finding in question.

Canada agrees to bind at free its duty on pasta products currently subject to the 'pasta remission order', i.e. the pasta products classified under tariff items 1902 19 91, 1902 19 99 and 1902 19 92.

## **III. Final provisions**

A. This Agreement shall enter into force on the date of signature.

B. Consultations will be held with regard to the matters in this Agreement at any time at the request of either party.

Signed at Brussels, this twenty-second day of December in the year one thousand nine hundred and ninety-five, in two copies in the English and French languages, each language version being equally authentic.

For the Government of Canada

For the Council of the European Union



## EXCHANGE OF LETTERS between the European Community and Canada on the conclusion of negotiations under GATT Article XXIV:6

### A. Letter from the European Community

Brussels, 22 December 1995

Sir

I have the honour to confirm the following understanding reached between the delegations of Canada and the European Community.

1. Taking into account the exceptional market situation which is expected to prevail for the remainder of the 1995/96 marketing year for wheats (common and durum), the European Community agrees to make the following adjustments to its import rules for common and durum wheat, in order to alleviate the current difficult market situation:

(a) From 1 January to 30 June 1996 the abatement for high quality wheat will be increased from ECU 8/tonne to ECU 14/tonne;

(b) For the same period the requirement for durum wheat of 73 % of vitreous kernels will be reduced to the standard level of 60 %.

Subject to the foregoing changes being implemented, Canada will terminate its present request for a WTO panel on EC cereals regulations.

Subject to the terms of the preceding paragraphs, each party retains all of its WTO rights. This Agreement is without prejudice to the legal position of either party regarding any matter covered by this Agreement.

It is agreed that the two parties will enter into discussions in the first quarter of 1996 with a view to examining what measures might be necessary for subsequent marketing years.

2. To settle the current WTO Article XXIV:6 negotiations on agriculture and Canada's outstanding XXIV:6 claims on barley arising from past enlargements of the EU, the following has been agreed:

- reduction in the duty rate for canary seed (1008 30 00) to zero,

- MFN TRQ of 50 000 tonnes for durum wheat (minimum vitreous kernel content of 73 %) at zero duty,

- MFN TRQ of 10 000 tonnes for worked oats (1104 22 99) at zero duty,

- to the extent that imports of pork and pork products are covered by both GATT TRQs and preferential TRQs at lower than GATT in-quota rates for Central and East European Countries (CEECs) the Commission, in consultation with the countries concerned, will ensure that the imports in question from CEECs are counted in the first place against the preferential TRQs,

- the sum of the EC TRQs for pigmeat and pigmeat preparations will remain at 75 600 tonnes at the end of Uruguay Round implementation.

The Canadian Government accepts the basic components of the European Community's approach to adjusting the GATT obligations of the EUR 12 and those of Austria, Sweden and Finland, following the recent enlargement of the Community:

- netting out of export commitments,

- netting out of tariff quotas,

- aggregation of domestic support commitments.

The appropriate legal modalities of implementation remain to be agreed upon.



3. As regards bilateral trade in cheese, Canada undertakes to increase the current EC 12 247 tonnes country reserve (60 % of the global tariff quota) to 66 % of the global tariff rate quota. The EC undertakes to increase the existing tariff rate quota of Canadian aged Cheddar to 4 000 tonnes. The Canadian authorities will indicate to the Canadian Dairy Commission that 'certificates of authenticity' for 'aged Cheddar' should only be issued for in-quota quantities. Canada will only permit imports of cheese from the EC under its tariff rate quota accompanied by an export certificate issued by the European Community.

4. The EC will limit export subsidies on fresh, chilled or frozen beef and veal destined for Canada to no more than 5 000 tonnes annually. On the basis of this undertaking European beef exporters may request the Canadian International Trade Tribunal (CITT) to undertake a review under Section 76 of the Special Import Measures Act (SIMA), of the 25 July 1986 finding of the Canadian Import Tribunal in respect of boneless manufacturing beef from the European Economic Community. Section 76 review may be requested by any interested party to the finding in question.

5. Canada agrees to bind at free its duty on pasta products currently subject to the 'pasta remission order' i.e. the pasta products classified under tariff items 1902 19 91, 1902 19 99 and 1902 19 92.

I have the honour to propose that this letter and your letter in reply will constitute an agreement between our two authorities.

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

*On behalf of the Council of the European Union*

## **B. Letter from Canada**

Brussels, 23 December 1995

Sir

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

I have the honour to confirm the following understanding reached between the delegations of Canada and the European Community.

1. Taking into account the exceptional market situation which is expected to prevail for the remainder of the 1995/96 marketing year for wheats (common and durum), the European Community agrees to make the following adjustments to its import rules for common and durum wheat, in order to alleviate the current difficult market situation:

(a) From 1 January to 30 June 1996 the abatement for high quality wheat will be increased from ECU 8/tonne to ECU 14/tonne;

(b) For the same period the requirement for durum wheat of 73 % of vitreous kernels will be reduced to the standard level of 60 %.

Subject to the foregoing changes being implemented, Canada will terminate its present request for a WTO panel on EC cereals regulations.

Subject to the terms of the preceding paragraphs, each party retains all of its WTO rights. This Agreement is without prejudice to the legal position of either party regarding any matter covered by this Agreement.

It is agreed that the two parties will enter into discussions in the first quarter of 1996 with a view to examining what measures might be necessary for subsequent marketing years.

2. To settle the current WTO Article XXIV:6 negotiations on agriculture and



Canada's outstanding XXIV:6 claims on barley arising from past enlargements of the EU, the following has been agreed:

- reduction in the duty rate for canary seed (1008 30 00) to zero,

- MFN TRQ of 50 000 tonnes for durum wheat (minimum vitreous kernel content of 73 %) at zero duty,

- MFN TRQ of 10 000 tonnes for worked oats (1104 22 99) at zero duty,

- to the extent that imports of pork and pork products are covered by both GATT TRQs and preferential TRQs at lower than GATT in-quota rates for Central and East European Countries (CEECs) the Commission, in consultation with the countries concerned, will ensure that the imports in question from CEECs are counted in the first place against the preferential TRQs,

- the sum of the EC TRQs for pigmeat and pigmeat preparations will remain at 75 600 tonnes at the end of Uruguay Round implementation.

The Canadian Government accepts the basic components of the European Community's approach to adjusting the GATT obligations of the EUR 12 and those of Austria, Sweden and Finland, following the recent enlargement of the Community:

- netting out of export commitments,

- netting out of tariff quotas,

- aggregation of domestic support commitments.

The appropriate legal modalities of implementation will need to be agreed upon.

3. As regards bilateral trade in cheese, Canada undertakes to increase the current EC 12 247 tonnes country reserve (60 % of the global tariff quota) to 66 % of the global tariff rate quota. The EC undertakes to increase the existing tar-

iff rate quota of Canadian aged Cheddar to 4 000 tonnes. The Canadian authorities will indicate to the Canadian Dairy Commission that 'certificates of authenticity' for 'aged Cheddar' should only be issued for in-quota quantities. Canada will only permit imports of cheese from the EC under its tariff rate quota accompanied by an export certificate issued by the European Community.

4. The EC will limit export subsidies on fresh, chilled or frozen beef and veal destined for Canada to no more than 5 000 tonnes annually. On the basis of this undertaking European beef exporters may request the Canadian International Trade Tribunal (CITT) to undertake a review under Section 76 of the Special Import Measures Act (SIMA), of the 25 July 1986 finding of the Canadian Import Tribunal in respect of boneless manufacturing beef from the European Economic Community. Section 76 review may be requested by any interested party to the finding in question.

5. Canada agrees to bind at free its duty on pasta products currently subject to the 'pasta remission order' i.e. the pasta products classified under tariff items 1902 19 91, 1902 19 99 and 1902 19 92.

I have the honour to propose that this letter and your letter in reply will constitute an agreement between our two authorities.'

I have the honour to confirm that the above is acceptable to my Government and that your letter and this letter constitute an agreement in accordance with your proposal.

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

*For the Government of Canada*



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# AGREEMENT between the European Economic Community and Canada concerning trade and commerce in alcoholic beverages

THE EUROPEAN ECONOMIC COMMUNITY AND

THE GOVERNMENT OF CANADA (hereinafter referred to as 'the parties'),

TAKING INTO ACCOUNT their respective rights and obligations under the General Agreement on Tariffs and Trade with respect to the treatment of goods, and particularly alcoholic beverages, originating in the territory of the other party;

RECALLING the findings and conclusions of the GATT Panel on Import, Distribution and Sale of Alcoholic Drinks by Canadian Provincial Marketing Agencies;

DESIRING to resolve their differences over trade in the alcoholic beverage sector and to ensure respect for international legal obligations while acknowledging the temporary need for structural adjustment;

ENDEAVOURING to ensure that measures that are currently benefiting the sale of alcoholic beverages originating in the European Economic Community are not made more restrictive,

HAVE AGREED AS FOLLOWS:

## Article 1

### Definitions

In this Agreement:

'basic price' means the landed cost of alcoholic beverages, which may include the cost of service, incurred by Canadian competent authorities;

'blended wine' means wine made in Ontario and British Columbia that contains less than 100 % but no less than

30% Canadian grapes or grape product;

'100% Canadian wine' means wine that is made entirely from Canadian grapes or grape product in British Columbia, Nova Scotia or Ontario and that is sold in the province of origin;

'Canadian competent authority' means any government or commission, board or other governmental agency that is authorized by law to control the sale of distilled spirits, wine and beer;

'cost of service' means the audited expenses incident to the purchase, storage, delivery to sales points, handling and sale of alcoholic beverages;

'the Community' means 'the European Economic Community';

'delisting' means a revocation of a listing;

'distilled spirits' means spirits, liqueurs and other spirituous beverages;

'distribution' means access to the points of sale for alcoholic beverages other than outlets of the Canadian competent authorities;

'listing' means a decision by a Canadian competent authority whether brands or varieties of distilled spirits, wines and beer may be sold in its outlets;

'mark-up' means the amount added to a base price and to applicable duties and taxes which results in the establishment of a retail price;

'mark-up differential' means the difference between the mark-up on a product of the Community and the mark-up on the like product of Canada other than additional costs of service necessarily associated with imported products of the



Community;

'measure' includes any law, regulation, procedure, requirement or practice; 'national treatment' means treatment by a Canadian competent authority of a product of the Community that is no less favourable than the most favourable treatment accorded by such competent authority to any like product of Canada;

'Ontario brandy' means brandy that is produced in Ontario from Ontario grapes or grape product;

'product of Canada' means distilled spirits, wine or beer respectively that is produced, bottled or packaged in Canada;

'product of the Community' means distilled spirits, wine or beer respectively that is produced in the customs territory of the Community.

## Article 2

### Distilled spirits

1. Canadian competent authorities shall accord national treatment to distilled spirits that are the product of the Community in respect of measures affecting the listing, delisting, distribution and mark-up of such products.

2. Notwithstanding subparagraph 1:

(a) the competent authority in Ontario may accord a preference to Ontario brandy in respect of the mark-up of such brandy, for the time and in the measure provided for in Annex D;

(b) Canadian competent authorities may limit sales by a distillery on its premises to distilled spirits produced there.

## Article 3

### Beer

Canadian competent authorities:

(a) shall accord national treatment to beer that is the product of the Community in respect of measures affecting the listing or delisting of such beer;

(b) shall not increase any mark-up differential that exists on 1 December 1988 between beer that is the product of the Community and beer that is the product of Canada.

## Article 4

### Wine

1. Canadian competent authorities shall accord national treatment to wine that is the product of the Community in respect of measures affecting the listing, delisting and distribution of such wine.

2. Notwithstanding subparagraph 1, the appropriate Canadian competent authority may:

(a) limit sales by a winery on its premises to wines produced there;

(b) require private wine store outlets in Ontario to sell only wines produced by Canadian wineries;

(c) require that wine sold in grocery stores in Quebec under applicable regulations be bottled in Quebec, provided that alternative outlets are provided in Quebec for the sale of wine that is the product of the Community, whether or not such wine is bottled in Quebec.

3. Canadian competent authorities shall eliminate the mark-up differential between wine that is the product of the Community and wine that is the product of Canada in accordance with the schedules in Annexes A, B and C. Any increase in the mark-up differential after 22 March 1988 shall be eliminated before the scheduled reductions take place.



## Article 5

### Listing and delisting measures

1. Any measure of Canadian competent authorities relating to the listing or delisting of products of the Community shall be:

- (a) non-discriminatory;
- (b) based on normal commercial considerations;
- (c) transparent; and not create disguised barriers to trade; and be
- (d) published and made available to persons with an interest in the trade and listing or decisions to delist such products.

2. Canadian competent authorities shall, in respect of applications for listing of or decisions to delist products of the Community, provide:

- (a) prompt, written notification of decisions to applicants;
- (b) written reasons for those decisions;
- (c) administrative appeal procedures to ensure prompt, objective reviews of a decision to refuse to list or a decision to delist.

## Article 6

### Consultations

The parties shall monitor the implementation of the Agreement and shall consult, promptly at either's request, concerning any matter relating to its interpretation and implementation. This will include consultations on measures that are currently benefiting the sale of the product of the Community.

## Article 7

### Relation to GATT

The parties retain their rights and ob-

ligations under the General Agreement on Tariffs and Trade.

## Article 8

### Duration

This Agreement shall enter into force on signature.

This Agreement shall be of indefinite duration. It may be terminated by either party on 30 days' notice.

Done in duplicate at Brussels this twenty-eighth day of February in the year one thousand nine hundred and eighty-nine.

## ANNEX A

1. Except as otherwise provided in Annexes B and C, Canadian competent authorities shall eliminate, in accordance with Article 4 (3), the mark-up differential that exists between wine that is the product of the Community and wine that is the product of Canada in accordance with the following schedule:

(a) on a date no later than 1 April 1989, 25% of the differential;

(b) on 1 January 1990, 25% of the differential;

(c) on the first day of January of each year from 1991 until 1995 inclusive, 10% of the differential.

2. Nothing in this Agreement shall prevent Canadian competent authorities from eliminating the differential more expeditiously than provided for in the schedule in paragraph 1.

## ANNEX B

The Canadian competent authorities in Ontario and British Columbia shall reduce the mark-up differential between blended wine and wine that is the product of the Community in accordance



with the following schedule:

(a) on a date that is no later than 1 April 1989, 19% of the differential;

(b) on 1 January 1990, 19% of the differential;

(c) on the first day of January of each year from 1991 until 1995 inclusive, 12.4% of the differential.

### **ANNEX C**

Canadian competent authorities in British Columbia, Nova Scotia and Ontario shall reduce the mark-up differential that exists between 100% Canadian wine and wine that is the product of the Community in accordance with the following schedule:

(a) on a date that is no later than 1 April 1989, 10% of the differential;

(b) on the first day of January of each year from 1990 until 1998, 10% of the differential.

### **ANNEX D**

The Canadian competent authority in Ontario shall eliminate the mark-up differential between Ontario brandy and the like product of the Community in accordance with the following schedule:

(a) on a date no later than 1 April 1989, 20% of the differential;

(b) on the first day of January of each year from 1990 until 1993 inclusive, 20% of the differential.

### **EXCHANGES OF LETTERS**

#### **Letter No. 1**

Brussels, 28 February 1989

Sir,

I refer to the Agreement between Canada and the European Economic Community concerning Trade and Commerce in Alcoholic Beverages that was

signed today.

I wish to confirm that the Prime Minister of Canada and the Premiers of the Provinces of Canada have agreed to initiate negotiations, involving the federal and provincial governments, concerning the reduction or elimination of interprovincial barriers to trade in alcoholic beverages, including beer.

Canada will bring measures on pricing of beer into conformity with its GATT obligations following a successful conclusion of this process.

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

For the Government of Canada

#### **Letter No. 2**

Brussels, 28 February 1989

Sir,

I acknowledge receipt of your letter of today's date with regard to mark-up differentials on beer.

I note it is the intention of the Government of Canada to bring measures on pricing of beer into conformity with its GATT obligations.

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

On behalf of the Council

of the European Communities

#### **Letter No. 1**

Brussels, 28 February 1989

Sir,

In the context of the bilateral settlement of the disputes between Canada and the Community regarding the practices of provincial liquor boards in Canada which we have signed today, I hereby confirm the Community's willingness to enter into negotiations with Canada on the reciprocal supervision and protection of spirituous beverages



appellations. I note that the Government of Canada is also willing to enter into parallel negotiations on reciprocal recognition of origin appellations for wine and that we agree to start those negotiations in the first quarter of 1989.

I would appreciate your confirmation of the Government of Canada's agreement with the terms of this letter.

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

On behalf of the

Council of the European Communities

## Letter No. 2

Brussels, 28 February 1989

Sir,

Thank you for your letter of today's date concerning the Community's willingness to enter into negotiations on the reciprocal supervision and protection of spirituous beverages appellations and on reciprocal recognition of original appellations for wine. I hereby confirm the Government of Canada's willingness to enter into the proposed negotiations.

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

For the Government of Canada

## AGREEMENT on international humane trapping standards between the European Community, Canada and the Russian Federation

THE EUROPEAN COMMUNITY,  
THE GOVERNMENT OF CANADA,  
and  
THE GOVERNMENT OF THE RUSSIAN FEDERATION,

parties to this Agreement (the 'Parties'),

RECALLING their deep commitment to the development of international humane trapping standards that are based on scientific research as well as empirical and practical evidence;

REAFFIRMING that each Party has, in accordance with the Charter of the United Nations and the principles of international law, the sovereign right to exploit its own resources pursuant to its own environmental and developmental policies and that each Party is responsible for conserving its biological diversity and for using its biological resources in a sustainable manner;

ACKNOWLEDGING that the sustain-

able use of wild animals for human benefit is in keeping with the principles of the World Conservation Strategy, the World Commission on Environment and Development and the United Nations Conference on Environment and Development;

NOTING the commitment, also undertaken by the Member States of the International Union for the Conservation of Nature and Natural Resources (IUCN) at its 18th General Assembly in resolution 18.25, to eliminate as soon as practicable the use of inhumane traps;

RECOGNISING that the process of developing international humane standards for the trapping of mammals undertaken by ISO, the International Organisation for Standardisation, in 1987, is not yet complete;

ACKNOWLEDGING that a primary purpose of any international technological standard is to, inter alia, improve communication and facilitate trade;



ACKNOWLEDGING the considerable research carried out, in particular in Canada, the United States of America, the Russian Federation and the European Community, towards the evolution of more humane, practical trapping methods;

UNDERSCORING the considerable work carried out by the working group on the development of international humane trapping standards that was composed of experts from Canada, the United States of America, the Russian Federation and the European Community;

APPRECIATING that, despite the absence of international humane trapping standards, a number of jurisdictions have followed different approaches and introduced legislation to improve trapping methods and the welfare of wild animals; and

RECOGNISING that the internal constitutional and institutional rules of each Party determine the primary authority for the implementation of the humane trapping standards within its jurisdiction,

AGREE AS FOLLOWS:

## Article 1

### Definitions

For the purpose of this Agreement:

Traps means both killing and restraining mechanical capturing devices, as appropriate.

Trapping methods means traps and their setting conditions (e.g. target species, positioning, lure, bait and natural environmental conditions).

Humane trapping methods means the traps certified by competent authorities that are in conformity with the humane trapping standards (the 'Standards',

found in Annex I to this Agreement) and used in the setting conditions specified by the manufacturers.

## Article 2

### Objectives

The objectives of this Agreement are to:

(a) establish standards on humane trapping methods;

(b) improve communication and cooperation between the Parties for the implementation and development of these standards; and

(c) facilitate trade between the Parties.

## Article 3

### Scope

This Agreement applies to trapping methods and the certification of traps for the trapping of wild terrestrial or semi-aquatic mammals listed in Annex I for:

(a) wildlife management purposes including pest control;

(b) obtaining fur, skin or meat; and

(c) the capture of mammals for conservation.

## Article 4

### Obligations under other international agreements

1. Nothing in this Agreement affects the rights and obligations of those Parties that are members of the World Trade Organisation (WTO) under the Marrakesh Agreement establishing the World Trade Organisation.

2. For Parties that are not members of the WTO, nothing in this Agreement affects their rights and obligations under bilateral agreements listed in Annex II



between the Parties.

## **Article 5**

### **Existing measures**

A Party may continue to prohibit the use, in its territory, of traps that had been prohibited for use at the date of entry into force of this Agreement.

## **Article 6**

### **International cooperation**

Without prejudice to Article 9, the Parties agree to:

(a) cooperate with one another directly, or through competent international organisations, in respect of matters of mutual interest related to this Agreement; and

(b) develop and enhance multilateral cooperation in the field of humane trapping methods on the basis of mutual benefits and the desire to facilitate trade.

## **Article 7**

### **Commitment of the Parties**

Each Party shall take the necessary steps, in accordance with the schedule in Annex I, to ensure that its respective competent authorities:

(a) establish appropriate processes for certifying traps in accordance with the Standards;

(b) ensure that the trapping methods conducted in their respective territories are in accordance with the Standards;

(c) prohibit the use of traps that are not certified in accordance with the Standards (1); and

(d) require manufacturers to identify certified traps and provide instructions for their appropriate setting, safe operation and maintenance.

## **Article 8**

### **Implementation of the Standards**

In implementing the Standards, each competent authority of the Parties should use its best efforts to ensure that:

(a) appropriate processes are in place for:

(i) granting or removing permission for the use of traps, and

(ii) enforcing legislation on humane trapping methods;

(b) trappers are trained in the humane, safe and effective use of trapping methods, including new methods as these are developed; and,

(c) the trap testing guidelines as set out in Annex I are taken into account when establishing domestic certification processes.

## **Article 9**

### **Ongoing development of the Standards**

The Parties shall:

(a) promote and encourage research aimed at the ongoing development of the Standards; and

(b) re-evaluate and update Annex I, the first time three years after the entry into force of this Agreement, using in particular the results of the research referred to in paragraph (a).

## **Article 10**

### **Derogations**

1. Derogations to the commitments referred to in Article 7 may be granted by the competent authority on a case-by-case basis, provided that they are not



applied in a manner that would undermine the objectives of the Agreement, for any of the following purposes:

(a) the interests of public health and safety;

(b) protection of public and private property;

(c) research, education, repopulation, reintroduction, breeding or for the protection of fauna and flora; and

(d) using traditional wooden traps essential for preserving cultural heritage of indigenous communities.

2. Derogations granted under paragraph 1 must be accompanied by written reasons and conditions.

3. The Parties shall notify the Joint Management Committee in writing of the derogations granted under paragraph 1 and the written reasons and conditions referred to in paragraph 2.

### **Article 11**

#### **Notification and exchange of information**

1. The Parties shall regularly exchange information on all matters related to their implementation of this Agreement. They shall inform each other of the progress of the work done concerning the evaluation of the traps carried out in the application of the schedule set forth in Annex I, on related research and on certified traps.

2. The Parties shall notify each other of the competent authorities that are responsible for the implementation of this Agreement.

### **Article 12**

#### **Mutual Recognition**

1. A Party may authorise the use in its territory of traps certified by another

Party. Any refusal must be justified in writing.

2. Each Party shall recognise the trapping methods of any other Party as equivalent if the other Party's trapping methods meet the Standards.

### **Article 13**

#### **Trade in fur and fur products between the Parties**

1. Without prejudice to Article 15 and paragraph 2 of this Article, and the relevant provisions of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), done at Washington on 3 March 1973, no Party may impose trade restrictive measures on fur and fur products originating from any other Party.

2. At the point of importation into its customs territory, a Party may request a certificate of origin that:

(a) certifies that the furs or furs incorporated into products to be imported have been obtained from animals that are caught or farmed in the territory of any other Party; and

(b) includes a reference to a documentation of origin issued by the competent authorities.

### **Article 14**

#### **Joint Management Committee**

1. The Parties shall establish a Joint Management Committee (the 'Committee') comprising representatives of the Parties. The Committee may consider any matters relating to this Agreement.

2. The Committee shall meet within 12 months after the date of entry into force of this Agreement. The Committee shall meet periodically thereafter or at the request of any Party. The Commit-



tee may also address issues between its meetings by correspondence. The Committee shall adopt its rules of procedure at its first meeting.

3. Decisions of the Committee shall be reached by consensus.

4. The Committee may, from time to time, establish ad hoc scientific and technical expert working groups to make recommendations to the Committee regarding:

- (a) any scientific and technical matters;
- (b) questions of interpretation as proposed by the Parties; and
- (c) recommendations on the resolution of disagreements.

5. The Committee may propose to the Parties amendments to this Agreement, taking into account, as appropriate, the relevant recommendations of expert working groups.

## **Article 15**

### **Settlement of disputes**

1. The Parties shall endeavour to arrive at a mutually satisfactory resolution of any matter that may affect the operation of this Agreement through negotiations. Where the Parties concerned are unable to resolve their differences, the Committee shall be convened, at the request of one of the Parties, for discussion and resolution. The Committee, when addressing the issue put to its consideration, may establish, if appropriate, an ad hoc scientific and/or technical working group in accordance with Article 14.4 of this Agreement.

2. If the Committee fails to resolve the dispute within 90 days, on the request of the complaining Party an Arbitration Body shall be established pursuant to Annex III.

3. The Arbitration Body may issue rul-

ings in respect of any dispute concerning the interpretation and application by the Party complained against of the Agreement.

4. The Arbitration Body shall not exceed the terms of reference agreed to by the Parties and shall not issue a ruling beyond the scope provided for in this Article.

5. This Article is applicable mutatis mutandis to cases where there is more than one complaining or responding Party.

## **Article 16**

### **Accession**

Any country may accede to this Agreement, subject to the terms and conditions as may be agreed between such country and the Parties.

## **Article 17**

### **Final provisions**

1. The Annexes are an integral part of this Agreement.

2. This Agreement enters into force 60 days following the date of the deposit of the last instrument of ratification, conclusion or adoption, according to the rules applicable for each Party.

3. This Agreement is not self-executing. Each Party shall implement the commitments and obligations arising from this Agreement in accordance with its internal procedures.

4. Amendments to this Agreement may be proposed by the Committee, or by any Party at any time. Any amendment agreed to by the Parties enters into force on the day following the deposit of the last instrument of ratification, conclusion or adoption of the agreed amendment, according to the rules ap-



plicable for each Party.

5. A Party may withdraw from this Agreement by giving at least six months' notice in writing. In such an event, the obligations under this Agreement as regards the withdrawing Party shall come to an end on the expiry of the period of notice.

6. This Agreement is drawn up in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish, Swedish and Russian languages, all texts being equally authentic. This Agreement will be deposited in the archives of the Secretariat General of the Council of the European Union, which shall deliver a certified copy thereof to each Party.

(1) The Parties agree that Article 7 does not prevent individuals from constructing and using traps, provided that such traps comply with designs approved by the relevant competent authority.

## ANNEX I

### PART I: The Standards

#### 1. AIMS, PRINCIPLES AND GENERAL CONSIDERATIONS OF THE STANDARDS

##### 1.1. Aims

The aim of the Standards is to ensure a sufficient level of welfare of trapped animals, and to further improve this welfare.

##### 1.2. Principles

1.2.1. In the evaluation of whether or not a trapping method is humane, the welfare of a trapped animal must be assessed.

1.2.2. The principle for deciding that a trapping method is humane is that it meets the threshold requirements in Sections 2 and 3.

1.2.3. It is assumed in setting the Stan-

dards that traps should be selective, efficient and in compliance with the relevant requirements for human safety of each Party.

##### 1.3. General considerations

1.3.1. Welfare of animals is indicated by measures of the extent of ease or difficulty in their coping with the environment and the extent of failure to cope with their environment. Since animals vary in the methods that they use to try to cope with their environment, a range of measures should be used when assessing their welfare.

Indications of welfare of trapped animals include those of physiology, injury and behaviour. Since some of these indicators have not been studied for a variety of species, further scientific studies will be necessary to set thresholds under these Standards, as appropriate.

Although welfare can vary widely, the term 'humane' is used only for those trapping methods where the welfare of the animals concerned is maintained at a sufficient level, although it is acknowledged that in certain situations with killing traps there will be a short period of time during which the level of welfare may be poor.

1.3.2. The thresholds established in the Standards for the certification of traps include:

(a) for restraining traps: the level of indicators beyond which the welfare of trapped animals is considered poor; and

(b) for killing traps: the time to unconsciousness and insensibility and the maintenance of this state until death of the animal.

1.3.3. Notwithstanding that the trapping methods must meet the requirements of Sections 2.4 and 3.4, consideration should be given to continuing the improvement of the design and setting



of traps, in particular to:

(a) improving the welfare of animals trapped in restraining traps during the period of restraint;

(b) producing rapid onset of unconsciousness and insensibility of animals trapped in killing traps; and

(c) minimising the capture of non-target animals.

## **2. REQUIREMENTS FOR RE- STRAINING TRAPPING METHODS**

### **2.1. Definition**

'Restraining trapping methods' means traps designed and set with the intention of not killing the trapped animal, but restraining its movements to such an extent that a human can make direct contact with it.

### **2.2. Parameters**

2.2.1. In the evaluation of whether or not a restraining trapping method meets these Standards the welfare of an animal that is trapped must be assessed.

2.2.2. The parameters must include indicators of behaviour and injury listed in paragraphs 2.3.1 and 2.3.2.

2.2.3. The magnitude of responses for each of those parameters must be assessed.

### **2.3. Indicators**

2.3.1. Behavioral indicators recognised as indicators of poor welfare in trapped wild animals are:

(a) self-directed biting leading to severe injury (self-mutilation);

(b) excessive immobility and unresponsiveness.

2.3.2. Inquiries recognised as indicators of poor welfare in trapped wild animals are:

(a) fracture;

(b) joint luxation proximal to the carpus or tarsus;

(c) severance of a tendon or ligament;

(d) major periosteal abrasion;

(e) severe external haemorrhage or haemorrhage into an internal cavity;

(f) major skeletal muscle degeneration;

(g) limb ischaemia;

(h) fracture of a permanent tooth exposing pulp cavity;

(i) ocular damage including corneal laceration;

(j) spinal cord injury;

(k) severe internal organ damage;

(l) myocardial degeneration;

(m) amputation;

(n) death.

### **2.4. Thresholds**

A restraining trapping method would meet the Standards if:

(a) the number of specimens of the same target species from which the data are derived is at least 20; and

(b) at least 80% of these animals show none of the indicators listed in paragraphs 2.3.1 and 2.3.2.

## **3. REQUIREMENTS FOR KILLING TRAPPING METHODS**

### **3.1. Definition**

'Killing trapping methods' means traps designed and set with the intention of killing a trapped animal of the target species.

### **3.2. Parameters**

3.2.1. The time of occurrence of unconsciousness and insensibility produced by the killing technique must be determined and the maintenance of this state until death must be checked (i.e., until heart function has ceased irreversibly).

3.2.2. Unconsciousness and insensibility must be monitored by checking corneal and palpebral reflexes or any other scientifically proven suitable substitute parameter (1).



### 3.3. Indicators and time limits

#### Time limit to loss of corneal and palpebral reflexes

#### Species

45 seconds	<i>Mustela erminea</i>
120 seconds	<i>Martes americana</i> <i>Martes zibellina</i> <i>Martes martes</i>
300 seconds*	<i>All other species set out in paragraph 4.1</i>

\*The Committee will evaluate the time limit at the three-year review referred to in Article 9(b), where data warrant such action, to adapt the time limit requirement on a species-by-species basis, with a view to lowering the 300 second time limit to 180 seconds and to define a reasonable time frame for implementation.

### 3.4. Thresholds

A killing trapping method would meet the Standards if:

(a) the number of specimens of the same target species from which the data are derived is at least 12; and

(b) at least 80 % of these animals are unconscious and insensible within the

time limit, and remain in this state until death.

## PART II: List of Species and Implementation Schedule

### 4. LIST OF SPECIES REFERRED TO IN Article 3 OF THE AGREEMENT AND THE IMPLEMENT SCHEDULE

#### 4.1. Species list

The standards apply to the following species:

#### Common name

#### Species

Coyote	<i>Canis latrans</i>
Wolf	<i>Canis lupus</i>
Beaver (North American)	<i>Castor canadensis</i>
Beaver (European)	<i>Castor fiber</i>
Bobcat	<i>Felis rufus</i>
Otter (North American)	<i>Lutra canadensis</i>
Otter (European)	<i>Lutra lutra</i>
Lynx (North American)	<i>Lynx canadensis</i>
Lynx (European)	<i>Lynx lynx</i>
Marten	<i>Martes americana</i>
Fisher	<i>Martes pennanti</i>
Sable	<i>Martes zibellina</i>
Badger (European)	<i>Meles meles</i>
Ermine	<i>Mustela erminea</i>
Raccoon dog	<i>Nyctereutes procyonoides</i>
Muskrat	<i>Ondatra zibethicus</i>
Raccoon	<i>Procyon lotor</i>
Badger (North American)	<i>Taxidea taxus</i>
Additional species will be included in the future as appropriate.	



## 4.2. Implementation schedule

4.2.1. As referred to in Article 7 of the Agreement, trapping methods must be tested to demonstrate their conformity with these Standards, and certified as such by the competent authorities of the Parties, within:

(a) for restraining trapping methods, three to five years after the entry into force of the Agreement, depending on the testing priorities and availability of testing facilities; and

(b) for killing trapping methods, five years after the entry into force of the Agreement.

4.2.2. In accordance with Article 7 of the Agreement, within three years after the end of the periods referred to in 4.2.1 the use of traps that are not certified in accordance with these Standards must be prohibited by the respective competent authorities of the Parties.

4.2.3. Where a competent authority determines that the results of trap testing do not support the certification of traps for specific species or under specific environmental conditions, a competent authority may continue to permit the use of traps on an interim basis while research continues to identify replacement traps. The competent authority shall give prior notification to the other Parties to the Agreement of the traps to be authorised for interim use and the status of the research programme.

## PART III: Guidelines

### 5. GUIDELINES FOR THE TESTING OF TRAPS AND RESEARCH ON THE ONGOING DEVELOPMENT OF TRAPPING METHODS

To ensure accuracy and reliability, and to demonstrate that trapping methods fulfil the requirements set out in the Standards studies for testing those trap-

ping methods should follow the general principles of good experimental practices.

In the event that testing procedures are established under the framework of ISO, the International Organisation for Standardisation, and that such procedures are relevant for the assessment of the conformity of trapping methods with some or all the requirements of the Standards, the ISO procedures shall be used as appropriate.

#### 5.1. General guidelines

5.1.1. Tests should be performed according to comprehensive study protocols.

5.1.2. The functioning of the trap mechanism should be tested.

5.1.3. Testing of traps in the field should be carried out in particular for the assessment of selectivity. This test can also be used to collect data on capture efficiency and user safety.

5.1.4. Restraining traps should be tested in a compound, in particular to evaluate behaviour and physiological parameters. Killing traps should be tested in a compound, in particular to identify unconsciousness.

5.1.5. In the field tests, traps should be checked daily.

5.1.6. The effectiveness of the killing traps to render the target animal unconscious and kill it should be tested on conscious, mobile animals, by laboratory or compound and field measurements. The ability of the trap to strike the target animal at vital locations should be evaluated.

5.1.7. The order of testing procedures may be varied to ensure the most effective evaluation of the traps to be tested.

5.1.8. Traps should not expose the operator to undue hazard under normal use.



5.1.9. If appropriate, a broader range of measures should be checked when testing traps. Field testing should include studies of the effects of trapping on both target and non-target species.

## 5.2. Study situation

5.2.1. The trap should be set and used according to the best advice from manufacturers or others on how to do so.

5.2.2. For compound testing, a compound should be used that provides a suitable environment for the animals of the target species to move freely, hide and show most normal behaviour. It should be possible to set traps and monitor trapped animals. The trap should be set so that video and sound recording can be made of the whole trapping episode.

5.2.3. For field testing, sites should be selected that are representative of those that will be used in practice. Since the selectivity of the trap and any possible adverse effects of the trap on non-target species are important reasons for field testing, sites for field testing may need to be chosen in different habitats where different non-target species are likely to be encountered. Pictures of each trap and its set and of the general environment should be taken. The trap identification number should be made a part of the photographic record before and after a strike.

## 5.3. Study personnel

5.3.1. Test personnel should be appropriately qualified and trained.

5.3.2. Among the test personnel there should be at least one person experienced in the use of the traps, and capable of trapping the animals used in the test and at least one person experienced in each of the methods of welfare assessment for restraining traps and in methods of assessing unconsciousness for

killing traps. For example, the assessment of behavioural responses to trapping and of aversiveness should be done in particular by a trained person who is familiar with the interpretation of such data.

5.4. Animals to be used in trap testing

5.4.1. Compound test animals should be in good health and representative of those that are likely to be caught in the wild. The animals used should not have prior trapping experience of the trap being tested.

5.4.2. Prior to the testing of traps, animals should be housed in appropriate conditions and provided with adequate food and water. Animals should not be housed in a manner that might in itself result in poor welfare.

5.4.3. Animals should be acclimatised to the testing compound prior to the start of the test.

## 5.5. Observations

### 5.5.1. Behaviour

5.5.1.1. Behavioural observations should be made by a trained person, particularly in reference to the knowledge of the ethology of the species.

5.5.1.2. Aversiveness can be assessed by trapping the animal in a readily recognised situation, then re-exposing the animal to the trap in the appropriate situation and evaluating its behaviour.

5.5.1.3. Care should be taken to distinguish responses to additional stimuli from responses to the trap or the situation.

### 5.5.2. Physiology

5.5.2.1. Some animals should be fitted with telemetric recorders (e.g., to record heart rate, respiratory rate) before testing. Such fitting should occur long enough before trapping for the animal



to recover from any disturbance caused by having been fitted with such recorders.

5.5.2.2. All precautions should be taken to limit inadequate or biased observations and parameters, especially those due to human interference when sampling.

5.5.2.3. When biological sampling (e.g., of blood, urine, saliva) is performed, it should be done at times relevant to the trapping event and the time-dependent considerations of the parameter being evaluated. Control data from animals kept elsewhere in good conditions and for different activities, baseline data before the trapping event occurs, and some reference data after extreme stimulations (e.g., a challenge test with adrenocorticotrophic hormone) should also be collected.

5.5.2.4. All biological samples should be taken and stored according to the best knowledge to ensure conservation before analysis.

5.5.2.5. Analytical methods used should be validated.

5.5.2.6. For killing traps, when neurological examinations using reflexes (such as pain or eyes) are performed in combination with the measurement of an EEG and/or VERs or SERs, they should be done by an expert, to provide relevant information concerning the consciousness of the animal of the effectiveness of the killing technique.

5.5.2.7. When the animals are not unconscious and insensible within the time described in the test protocol, they should be killed in a humane way.

### 5.5.3. Injuries and pathology

5.5.3.1. Each test animal should be carefully examined so as to assess any injury. Radiographic examination should be conducted to confirm possible

fractures.

5.5.3.2. Further detailed pathological examination of dead animals should be carried out. Post-mortem examination should be performed in accordance with accepted veterinary examination practices by an experienced veterinarian.

5.5.3.3. The affected organs or/and regions should be examined macroscopically, and histologically if appropriate.

### 5.6. Report

5.6.1. The study report should contain all relevant information about the experimental design, materials and methods, and results, in particular:

- (a) the technical description of the trap design including construction material;
- (b) manufacturers' instructions for use;
- (c) the description of the test situation;
- (d) weather conditions, in particular temperature and snow depth;
- (e) the test personnel;
- (f) the number of animals and traps tested;
- (g) the total number of captured target and non-target animals of each species, and their relative abundance expressed as rare, common or abundant in that area;
- (h) selectivity;
- (i) details of any evidence that the trap was activated and injured an animal that was not caught;
- (j) behavioural observations;
- (k) values of each physiological parameter measured and methodologies;
- (l) description of injuries and post-mortem examinations;
- (m) time to loss of consciousness and sensibility; and
- (n) statistical analyses.



## PART IV: Research

### 6. RESEARCH PROGRAMMES TO IMPROVE THE SCOPE OF THE STANDARDS

An appropriate range of measures of the welfare of animals that are trapped must be assessed when testing trapping systems. While such measures, in particular additional behavioural and physiological measures, have not been developed and used for a variety of species, their use in these Standards for the species under consideration will have to be verified by scientific studies carried

#### 6.2. Species-specific research programmes

To improve scientific knowledge in the field of evaluation of the welfare of trapped animals, each Party shall promote further research for the species listed in the following table to be completed within the defined time-frame following the entry into force of the Agreement.

Species	Party Responsible	Time-frame
<i>Ondatra zibethicus</i>	European Community	3 years
<i>Procyon lotor</i>	Canada	3 years
<i>Martes zibellina</i>	Russia	3 years

#### 6.3. Particular measurements to be studied

6.3.1. The parameters to be studied must, in particular, include:

(a) behavioural responses after trapping, including vocalisations, extreme panic, delay before return to normal behaviour after release from trap and aversiveness. In aversiveness testing, the extent of avoidance or resistance to close approach to the previously experienced trapping situation must be evaluated; and

(b) physiological parameters, including heart rate and arrhythmia, and biochemical parameters (blood, urine or saliva measures) as appropriate for the

out to determine baseline levels, ranges of response, and other relevant measures.

#### 6.1. Objectives

The research promoted and encouraged by the Parties pursuant to Article 9 must in particular be aimed at the establishment of baselines and reference data necessary to set thresholds for additional parameters, or to evaluate the relevance of other welfare measurement not included in the present scope of Section 2.3 of these Standards, including a number of behavioural and physiological indicators.

species, including glucocorticoid concentrators, prolactin concentrations, creatine kinase activity, lactate dehydrogenase (and possibly iso-enzyme 5) and Beta Endorphin levels (if assays exist).

6.3.2. The magnitude of response of the physiological parameters will refer to basal and extreme levels and time dependency.

6.3.3. Basal level means the quantity, concentration or rate for that physiological variable when the animal is not disturbed by the environmental conditions. For physiological variables that change over periods of a few seconds or minutes, this basal level should refer to a particular activity, for example lying,



standing, walking or running and jumping. Extreme level means close to the maximum or minimum level for such animals. The physiological responses referred to above are likely to be shown by all mammals, but exact basal and extreme levels and the pattern of change between these must be determined for each species tested.

6.3.4. The aspects of measures of physiological responses that indicate poor welfare are whether the measured level is far from the normal level and whether the duration of that altered level is significant.

6.4. Monitoring of the research programmes

The Committee shall monitor and coordinate the research promoted and encouraged by the Parties pursuant to Article 9.

(1) In cases where further tests are necessary to determine if the trapping method meets the standards, additional electroencephalogram (EEG), visual evoked response (VER), and sound evoked response (SER) measurements may be made.

## **ANNEX II**

1. Interim Agreement on trade and trade-related matters between the European Community, the European Coal and Steel Community and the European Atomic Energy Community, of the one part, and the Russian Federation, of the other part, done at Brussels on 17 July 1995, entered into force on 1 February 1996.

2. Partnership and Cooperation Agreement between the European Communities and their Member States, of the one part, and the Russian Federation, of the other part, done at Corfu on 24 June 1994.

3. Agreement on Trade and Commercial Relations between the Russian Federation and Canada, entered into force on 29 December 1992.

## **ANNEX III – The Arbitration Body**

### **Article 1**

The complaining Party shall notify the Committee that it wishes to refer the dispute to arbitration pursuant to Article 15 of the Agreement. The notification must include the subject matter of arbitration and, in particular, the provisions of the Agreement the interpretation or application of which are at issue.

### **Article 2**

1. This Arbitration Body shall comprise three members.

2. In disputes between two Parties, each of the disputing Parties shall appoint an arbitrator. In disputes between more than two Parties, Parties with the same interest shall appoint one arbitrator jointly by agreement. In either case, the two arbitrators so appointed shall appoint by common agreement a third arbitrator as President of the Arbitration Body.

3. The President of the Arbitration Body must not:

(a) be a national of the disputing Parties to the dispute;

(b) be affiliated with the disputing Parties; or

(c) have dealt with the dispute in any other capacity.

4. Any vacancy on the Arbitration Body must be filled in the manner prescribed for an initial appointment.



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### **Article 3**

If, within 60 days of the appointment of the arbitrators by the Parties, the President of the Arbitration Body has not been appointed, any Party may request the President of the International Court of Justice to appoint him.

### **Article 4**

1. The Arbitration Body shall make its ruling strictly in accordance with the provisions of the Agreement, international law and standard terms of reference as follows:

'To determine, in the light of the facts and the relevant provisions of the Agreement (specify here the relevant provisions), whether a Party is in compliance with its obligations under the Agreement, and to issue a ruling to that effect.'

2. The Arbitration Body must satisfy itself that the claim is well-founded in fact and law.

### **Article 5**

1. Unless the Parties to the dispute otherwise agree, the Arbitration Body shall determine its own rules of procedure.

2. The rules of procedure of the Arbitration Body must in any event be in accordance with this Annex, the scope of the Arbitration Body's authority to issue rulings and the principles of procedural fairness in international law and practice.

### **Article 6**

The disputing Parties shall facilitate the work of the Arbitration Body and, in particular, using all means at their disposal, shall:

(a) provide it with all relevant docu-

ments, information and facilities, subject only to domestic legal and administrative requirements; and

(b) enable it, when necessary, to call witnesses or experts and receive their evidence.

### **Article 7**

The disputing Parties and the arbitrators shall protect the confidentiality of any information they receive in confidence during the arbitration proceedings.

### **Article 8**

The disputing Parties shall bear the costs of the arbitration proceedings, including the arbitrators' honoraries and costs of travel, translation and secretarial services, and other related costs, in equal shares.

### **Article 9**

The Arbitration Body may hear and determine counterclaims arising directly out of the subject matter of the dispute.

### **Article 10**

The Arbitration Body shall make its rulings both on the procedure and the substance of the dispute by a majority vote of the arbitrators. Votes cast shall not be disclosed.

### **Article 11**

1. The Arbitration Body shall issue its ruling no later than 180 days after the date on which the President is appointed.

2. The Arbitration Body may, on a unanimous vote, delay the issuance of its ruling, if the disputing Parties agree.



## Article 12

1. The determination and ruling of the Arbitration Body must be accompanied by a written statement setting out the findings and reasons on which they are based.

2. A dispute concerning the interpretation or manner of implementation of the determination and ruling of the Arbitration Body may be submitted by either disputing Party to the Arbitration Body that issued the ruling.

## Article 13

A determination and ruling of the Arbitration Body is final, binding on the disputing Parties and may not be appealed.

## ANNEX IV

### Declarations of the Parties

Declaration by the Government of Canada concerning an accelerated phase-out period for conventional steel-jawed leghold restraining traps

In recognition of the objectives of the Agreement on international humane trapping standards (the 'Agreement') and pursuant to Article 7 of the Agreement, Canada declares that:

1. The use of all jaw-type leghold restraining traps will be prohibited in Canada for the following species at the date of entry into force of the Agreement:

- Martes americana*
- Mustela erminea*
- Castor canadensis*
- Ondatra zibethicus*
- Martes pennanti*
- Taxidea taxus*
- Lutra canadensis*

2. (a) Based on the results of testing

already available, the use of conventional steel-jawed leghold restraining traps shall be prohibited for the remaining Canadian species listed in Annex I to the Agreement, as follows:

*Canis latrans*

*Felis rufus*

*Procyon lotor*

*Canis lupus*

*Lynx canadensis*

(b) This prohibition shall enter into force by the later of:

(i) the end of the full field-testing season commencing in October 1999; or

(ii) the end of the period necessary for testing and implementation, as defined in subparagraph (c).

(c) The 'period necessary for testing and implementation' referred to in clause 2(b)(ii) is two full field-testing seasons plus one year after the end of the second field-testing season, commencing after the Final Conclusion of the Agreement by the Council of the European Union.

(d) For Canada, a field-testing season (referred to in clause 2(b)(i) and subparagraph 2(c)) runs from 1 October to 31 March.

3. In view of subparagraph 2(b), this declaration shall have effect in the period between the Final Conclusion of the Agreement by the Council of the European Union and the entry into force of the Agreement as long as the Agreement (including, for greater certainty, the annexed Declarations) is applied in accordance with its terms by the European Community.



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## **Declaration by the European Community**

The European Community understands that the signature of the Agreement on international humane trapping standards is an important and substantial step forward in ensuring a sufficient level of welfare for trapped animals.

The European Community therefore confirms that it will not take any measure implementing Council Regulation (EEC) No 3254/91 during the time reasonably needed for the other Parties to ratify the Agreement and, after ratification, as long as the Agreement remains in force and is applied according to its provisions.

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# **Canada-European Union Joint Statements**

## **EU-Canada Declaration on Non-Proliferation, Arms Control and Disarmament**

The European Union and Canada agree that non-proliferation, arms control and disarmament represent a major factor in promoting global peace and security. The two sides share the view that recent developments relating to weapons of mass destruction and their means of delivery make it essential that they consult closely on the nature of the challenge and on ways to move forward against it.

For the European Union and Canada, the NPT is the keystone of the global nuclear non-proliferation and disarmament regime and the essential foundation for the pursuit of nuclear disarmament. In this spirit, they will work together to promote implementation of the objectives laid down in the Treaty, of the decisions of the 1995 Review and Extension Conference and of the results obtained by the 2000 NPT Review Conference as expressed in the Final Document adopted by consensus at the Conference. The EU Members States and Canada are determined to take part in their full implementation.

They underline the importance of continued reductions in all types of nuclear weapons, and look for such reduction to be accompanied by effective mechanisms of transparency and irreversibility.

They note that early entry into force of the Comprehensive Nuclear Test-Ban Treaty is crucial to the strengthening of the global nuclear non-proliferation regime and they urge all states that have not yet done so, to sign and ratify the Treaty as soon as possible. They welcome the decision to hold a conference on the facilitation of the entry-into-force of the Treaty in New York in September 2001 and agree on the need for active follow-up to promote ratification especially by the remaining 13 states necessary for entry into force.

They are deeply disappointed that the Conference of Disarmament (CD) has yet to fulfil its 1995 mandate to negotiate a treaty banning the production of fissile material for nuclear weapons (FMCT), and urge all CD members to reach an agreement so as to allow the



opening of FMCT negotiations at the CD during the current session. They also support the creation of CD committees on nuclear disarmament and on the prevention of an arms race in outer space.

The two sides fully support efforts to strengthen the effectiveness and improve the efficiency of the International Atomic Energy Agency (IAEA) safeguards and welcome the adoption by the Agency of a Model Protocol Additional to existing safeguards agreements. They urge all states that have not yet done so, particularly those with nuclear fuel cycle activities, to conclude and put into force a comprehensive safeguards agreement with the Agency without delay. This plus speedy adherence to the Model Protocol by all states would be a crucial contribution towards nuclear non-proliferation.

The EU and Canada reaffirm their concerns on the proliferation of the means of delivery of weapons of mass destruction, in particular ballistic missiles, and will seek new ways to augment multi-lateral action to limit such proliferation. In this regard, they support efforts to promote an international code of conduct on missile activities open to all states. They also welcome work to strengthen the Missile Technology Control Regime.

The EU and Canada agree on the landmark importance of the Chemical Weapons Convention and call on all states not already parties to adhere to the Convention without further delay. The two sides also underline the importance of all possessor states respecting deadlines for chemical weapons destruction and call on the Russian Federation to improve its capacity to effectively and efficiently absorb assistance from the EU, Canada and other partners, aimed at support-

ing the Federation in meeting this obligation.

The EU and Canada believe that conclusion of a legally-binding Protocol to strengthen confidence in compliance with the Biological and Toxin Weapons Convention (BTWC) is urgently required. Therefore the two sides urge its completion by the time of the 5th Review Conference of the BTWC later this year, as agreed upon by all States Parties at the 4th Review Conference.

The EU and Canada reaffirm the importance of combating destabilising accumulations and uncontrolled spread of small arms and light weapons. They agree that this year's UN Conference on Illicit Trade in Small Arms and Light Weapons In All its Aspects should provide a new impetus for collective action on this front. Canada and the EU will continue their close and fruitful cooperation in this field, in particular under the framework of the joint Working Group on small arms and light weapons.

In the light of the upcoming Review Conference for the Convention on Prohibitions and Restrictions of Certain Conventional Weapons (CCW), Canada and the EU agree to work towards the development and the strengthening of the Convention, being an important body of international humanitarian law. They further agree to promote the extension of the scope of the CCW to non-international armed conflict as well as the adoption of a negotiation mandate concerning explosive remnants of war at the Conference in December. The EU and Canada will continue to consult and cooperate with each other on issues with regards to the Review Conference.

The EU and Canada fully support the objectives of the Ottawa Convention, namely, to rid the world of all anti-per-



sonnel mines, and would like to see a speedy and comprehensive application of the Convention by all states. They will actively participate in the 3rd Meeting of States Parties to the Convention, in Managua in September 2001.

In view of the importance of these issues, the two sides agree to continue and intensify their dialogue, with a view to developing proposals for practical cooperation in the field of non-proliferation, disarmament and arms control.

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## **European Union-Canada Joint Statement on the World Trade Organisation (WTO)**

The European Union and Canada agree that a healthy, open, rules-based multilateral trading system that adapts to changes in the global economy is a key element for the prosperity of all WTO Members. We are therefore pleased with developments over the last year, including the strengthening of Members' confidence in the system and progress in agriculture and services trade negotiations. We are therefore committed to the successful launch of an ambitious and balanced new trade round at the Fourth Ministerial Conference in November in Qatar that reflects the interest of all WTO Members by expanding access to all markets for all Members; improving, strengthening and clarifying existing trade rules; and bringing new areas under multilateral disciplines. We note growing support for such a broad agenda and will work with our partners to achieve consensus on this.

The EU and Canada recognise that the negotiations must help developing countries in their development efforts and address the challenges they face in integrating into a global economy. The EU, Canada and other Members have responded by improving access to their own markets for exports from the least-developed countries. We are making progress in addressing the implementation concerns of many developing coun-

tries and will press for further decisions on this to be taken rapidly. We have also improved trade-related technical assistance and capacity building, including through the announcement of improved funding for the Integrated Framework at the Third United Nations Conference on Least Developed Countries in May. Further measures to build capacity should be pursued during the course of the negotiations, in order to assist the full participation of developing countries in negotiations, and their implementation of results.

The EU and Canada share the view that the future negotiations will have to respond to legitimate public concerns about the trading system by ensuring that the new Round supports sustainable development and other broad social goals, including the right of each WTO Member to promote cultural diversity.

The EU and Canada underline the need to strengthen the policy coherence between the WTO, the World Bank, the IMF and specialised UN bodies and support efforts, including those now being undertaken by the ILO, to address, in concert with the relevant international agencies, the social dimensions of globalisation. We will work together to make progress on this in the months ahead.



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The EU and Canada stress the importance of further improving the WTO's transparency and openness to the public, while ensuring continued efficiency, and with full respect for the sovereign authority of its Members. Such openness

will promote public understanding of the benefits of trade, and of clear and equitable rules, and WTO members will benefit from the views and support of an informed global public.

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## **EU-Canada Joint Statement on Climate Change**

The EU and Canada recognise that climate change is one of the most urgent global challenges and reaffirm their strong commitment to the UN Framework Convention on Climate Change and to meeting their targets under the Kyoto Protocol. We agree to continue to participate constructively in resumed CoP6 negotiations with the aim of reaching a comprehensive and balanced package of decisions on rules to implement the Kyoto Protocol and support those

ready to carry forward the ratification process. The EU and Canada will strengthen their efforts to reduce significantly greenhouse gas emissions, implement respective national programmes, and make use of market-based mechanisms and new climate-friendly technologies. We have also discussed how to encourage further efforts by others in this regard and underlined our commitment to provide support to help developing countries address climate change.

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## **European Union-Canada Joint Statement on Cooperation in UN Fora**

As a global forum for the discussion and the advancement of world peace and prosperity, the United Nations offers the European Union and Canada a venue to cooperate together on the following four important initiatives:

### **The International Criminal Court**

The European Union and Canada will work together to promote the rapid and widespread ratification of or accession to the Rome Statute of the International Criminal Court, and to cooperate for the effective implementation of the Statute. In light of the bloodshed and horror of the wars of the last century, which have profoundly affected both Canada and the members of the European Union, the creation of the Court will continue to be a priority in our foreign relations.

The EU and Canada share the conviction that the creation of the International Criminal Court will be a development of historic importance. The Court will be a crucial instrument in international efforts to end impunity for the most serious international crimes and, as such, will strengthen the rule of law and contribute to peace and security. We reaffirm the duty and responsibility of all members of the international community to end impunity for these crimes and to cooperate in efforts to do so.

The EU and Canada believe that cooperation with the Court by all countries, both parties and non-parties, will be a key element in its success. The legal principles contained in the Rome Statute, and in particular the comprehensive protections for the rights of the accused, the safeguards against frivo-



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lous prosecutions and the rigorous complementarity regime, ensure that the Court will pose no threat to the sovereignty of States or the rights of individuals who may appear before it. In support of their continued cooperation, the EU and Canada experts will explore concrete efforts that can be made to encourage ratification and implementation, such as joint workshops and seminars in various countries and regions of the world, and that they will cooperate to support the early effective establishment of the Court.

### **United Nations General Assembly Special Session on Children**

The EU and Canada agree to work together to ensure the outcome of the September 2001 United Nations General Assembly Special Session on Children manifests their common approach and leads to concrete and meaningful commitments to children. Both sides underscore the importance of the rights-based approach and are committed to an outcome rooted in the Convention on the Rights of the Child ensuring that the rights of every girl and boy are respected.

The EU and Canada remain firm in their conviction that children have the right to participate in discussions and decisions about their lives and welcome the meaningful participation of young people in the preparatory process of the Special Session and in the Session itself. Both sides have expressed their desire for an outcome, which addresses, in particular, children in need of special protection.

The EU and Canada both stress, inter alia, the importance of implementing international standards for the protec-

tion of children, in particular those set out in the Convention on the Rights of the Child and the Rome Statute of the International Criminal Court. Furthermore, the international community deemed war-affected children and sexually exploited children as groups in need of special protection, as demonstrated by the Optional Protocol to the Convention on the Rights of the Child on the Involvement of Children in Armed Conflict and the Optional Protocol to the Convention on the Rights of the Child on the Sale of Children, Child Prostitution, and Child Pornography.

The EU and Canada stress the importance of the forthcoming UNGASS on HIV/AIDS considering the great number of children suffering, directly or indirectly, from the pandemic. We also welcome the decision of the United Nations General Assembly to convene an international conference on the illicit trade in small arms and light weapons in all its aspects 9-20 July 2001 and emphasise the importance of addressing the impact of small arms on children in situations of armed conflict within this conference.

### **United Nations Conference on the Illicit Trade in Small Arms and Light Weapons in all its Aspects**

The EU and Canada reaffirm their commitment to contribute to the success of the July 2001 United Nations Conference on Small Arms and Light Weapons, which should result in a politically-binding document setting out a comprehensive approach to tackling the problem. In preparation for this Conference, the EU and Canada co-sponsored a workshop on the Destruction of Small Arms in the context of Peace Support Opera-



tions in Ottawa, 15-16 May 2001. It was inter alia agreed to make an inventory of national capacities for the destruction of small arms and light weapons in Peace Support Operations, with a view to exploring the possibility of establishing ad hoc units to be put at the disposal of such operations. The full recommendations are contained in an Annex to this Joint Statement.

The EU and Canada will continue to work together at the UN and through other multilateral initiatives, in particular the South Africa-led Kimberley Process, to break the link between the illicit trade in rough diamonds and armed conflict. While diamonds from conflict areas constitute only a relatively small percentage of the overall diamond trade, the EU and Canada recognize the devastating implications of this problem for peace and human security in such countries as Angola, the Democratic Republic of Congo and Sierra Leone. This problem also poses a threat to the legitimate diamond industry, which makes a key contribution to numerous economies worldwide. The EU and Canada welcome the sustained efforts of the UN Security Council, the G-8 and the Kimberley Process, as well as the diamond industry including the World Diamond Council, to develop effective solutions. The EU and Canada also encourage broad support for fulfilment of the mandate set out by UN General Assembly resolution 55/56, adopted in December 2000, which calls for the development of proposals for an international system of certification for rough diamonds. The EU and Canada undertake to work together in support of this objective, and look forward to the constructive report by the Kimberley Process to the 56th session of the UN General Assembly on progress achieved.

## **United Nations General Assembly Special Session on HIV/AIDS**

The EU and Canada recognise the urgency of confronting HIV/AIDS in all aspects and are strongly committed to a successful outcome of the UN Special Session on HIV/AIDS. We will continue to work together to achieve tangible results with clear targets set out in the final declaration. In particular we strive for a strong global commitment to enhance coordination and intensification of national, regional and international efforts to combat HIV/AIDS in a comprehensive manner. While focusing our efforts on HIV prevention, care and treatment for those infected by HIV/AIDS will be integral to our approach. Respect for the human rights of those confronted with the disease is vital. Women should be enabled to exercise control over matters related to their sexuality. We will promote openness and fight discrimination, which implies explicitly recognising those groups that are most vulnerable to HIV/AIDS, including men who have sex with men, sex workers and their clients, and intravenous drug users. The EU and Canada strongly support the establishment of a Global Health Fund as called for by the UN Secretary General Kofi Annan. We believe that a Global Health Fund should tackle not only HIV/AIDS but also malaria and tuberculosis. We will remain actively engaged on creating the right conditions and structure for such a Fund. Several EU Member States and Canada have reiterated their willingness to contribute to such a fund.



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## ANNEX:

### **Recommendations of the EU-Canada Workshop on Small Arms and Light Weapons Destruction in the Context of Peace Support Operations, Ottawa, 16 May 2001:**

The recently concluded EU-Canada Workshop on Small Arms and Light Weapons Destruction in the Context of Peace Support Operations made the following recommendations to the EU-Canada Summit:

–that the United Nations through its negotiated peace agreements and mandates should promote early collection and destruction of small arms and light weapons as part of all its peace support operations, in particular through the disarmament, demobilisation and reintegration process;

–that Canada and the Member States of the European Union should make an inventory of their national capacities to contribute to destruction of small arms and light weapons in peace support operations;

–that Canada and the Member States of the European Union should consider

the possibility of establishing ad hoc units including on a bilateral or a multi-lateral basis available on short notice and with the required operational and technical skills and equipment, to be put at the disposal of a peace support operation that has a weapons destruction mandate;

–that, in addition to commencing weapons and ammunition destruction, the deployed elements should initiate training of other mission or locally employed personnel to take over the task and possibly the equipment as soon as possible;

–that the above mentioned initiatives would be a valuable contribution to the follow-up to the United Nations Conference on the Illicit Trade in Small Arms and Light Weapons in All Its Aspects, planned for New York, 9-20 July 2001;

–that following from the Report of the United Nations Secretary-General on Methods of Destruction, the United Nations fully develop a reference manual for planners and managers with respect to destruction of small arms and light weapons.

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### **EU-Canada cooperation on Northern issues: Progress report**

Europeans and Canadians have much in common when it comes to the North. Encouraging sustainable development, promoting a clean environment and enhancing the quality of life for our citizens who live there are important priorities.

We therefore have a shared interest in working together on Northern issues. To that end, the European Union and Canada adopted a Joint Statement on Northern Cooperation in December 1999. It demonstrates a commitment at the highest political level to promote

cooperation in the North through information exchange, expert level dialogue, and joint projects.

We have made progress since then in pursuing these goals. The EU and Canada have both adopted distinctive policies for the North. The EU is implementing its Northern Dimension Action Plan and further elaborating its initiative. Canada is pursuing its Northern Dimension of Canada's Foreign Policy. Both approaches clearly recognise the importance of mutual cooperation.



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## **Dialogue and exchange of information**

The EU and Canada have taken steps to improve the exchange of information on each other's Northern Dimension policies and activities. Dialogue at expert level has developed, initiated by a seminar on circumpolar cooperation and the Northern Dimension, held in Ottawa in October 1999.

The EU recently shared with Canada a detailed inventory of Northern Dimension activities and programmes carried out by the EU. Canada is providing similar information on its cooperative activities in the circumpolar North.

To highlight the increasing political cooperation on Northern matters, Canada attended, as an observer, the Second Foreign Ministers' Conference on the Northern Dimension on 9 April 2001 in Luxembourg. Similarly, the European Commission attended the Arctic Council Ministerial meeting in Barrow, Alaska on 12-13 October 2000 and the Senior Arctic Officials meeting in Rovaniemi, Finland, on 12-13 June 2001.

## **Current projects**

In line with the December 1999 summit statement, the EU and Canada have also initiated concrete Northern Dimension joint projects. These projects have been developed in priority areas identified by the December 1999 statement, and more specifically in the areas of sustainable development, research and education, information technology, public health and issues of interest to the Arctic indigenous peoples. They have built on the EU-Canada Action Plan and on relevant provisions of other EU-Canada cooperation agreements, in particular the Agreement on Cooperation in Higher Education and Training, and the

Agreement on Scientific and Technological Cooperation.

In February 2001, the EU and Canada launched a health telematics project to promote collaboration on the evaluation and development of health telematics systems. To this end the European Commission awarded a grant to the University of Calgary for the creation of an information network on evaluation in health telematics. The first experts meeting of this project was held in Luleå, Sweden, on 14-16 June 2001, with support from Canada, the European Commission, Sweden, Finland and Norway. Experts from the EU and Canada, as well as from Russia, the United States and Norway participated. Discussions focussed on e-health, R&D, projects, businesses and implementation of e-health technologies. The meeting enabled e-health experts from the EU and Canada to reinforce contacts and identify potential e-health projects related to Northern Dimension policy.

An academic conference on "The Nature and Culture of Forests: the Implications of Diversity for Sustainability, Trade and Certification" was organised on 10-13 May 2001 May by the University of British Columbia (UBC) in Vancouver, Canada with the joint support of Canada, Sweden and the European Commission. The conference was useful in defining issues and providing direction for potential cooperation in the area of sustainable development. Participating EU Member States, represented by academic and other speakers, were Austria, Finland and Belgium. European and Canadian forestry institutes, associations and councils, as well as indigenous peoples organisations were represented.

A scientific workshop, entitled "Arc-



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tic Climate Change and Contaminants”, on the expedition Tundra Northwest 1999 was held in Winnipeg on 3 May 2001. This workshop was jointly supported by Sweden and Canada as part of the Swedish Presidency’s programme of EU-Canada cooperation activities. The purpose of the workshop was to report and discuss the findings of the 1999 research expedition to the Canadian Arctic and to further promote contacts between European and Canadian scientists.

On the basis of the EU-Canada Agreement on Cooperation in Higher Education and Training, the European Commission has supported the creation of the “North Consortium”, a 3 year student exchange programme, which has involved 8 partner institutions from Northern regions of Canada and of the EU. This programme was successfully concluded, and continues to be run on a voluntary basis by the participating institutions.

The EU Joint Research Centre will organise a major workshop on technological research for Arctic development in October 2001, with participants from the EU, Canada, the US and Russia. This workshop will focus on the requirements to foster technological research in support of sustainable economic development in the Arctic region; it will in particular consider opportunities for multilateral cooperation in the areas of energy, transport, telecommunications and information society, and earth observation.

Canada participated in the expert seminar organised by the Barents Euro-Arctic Council (BEAC) on sustainable forestry in Petrozavodsk in October 1999. Canada has shown continued interest in the development of the Forest

Sector Programme for the Northern Dimension that was presented to Second Foreign Ministers Conference in Luxembourg in April 2001. Canada would be welcome to take part, together with the EU, in the further work based on that programme.

## **Future Cooperation**

A number of other projects are being prepared or assessed for financing. Decisions to provide financial support for these projects will depend on detailed appraisal and on the availability of the required financial resources.

The Canadian film “Great North”, which highlights similarities between the Inuit Peoples of Canada and the Sami Peoples of Northern Europe serves to underline the importance of Northern issues in EU-Canada cooperation. In this context the European Commission and Canada are considering supporting a conference and a number of related activities on the relationship between forestry, sustainable development and indigenous peoples. This conference, planned by the Sami Council in September 2001, is intended to foster exchange of experiences between European and Canadian indigenous peoples; Russian participants are also expected to attend the conference.

Education will continue to be an area for cooperation. Building on the success of the “North Consortium” student exchange project in promoting people to people contacts, Canada has suggested to the EU that joint support should also be provided to the University of the Arctic, which was launched on June 11, 2001 in Rovaniemi. This idea is being examined by the European Commission.

Similarly, at Canada’s suggestion, the European Commission is studying the



possibility of supporting a workshop on capacity building in the North organised by Canada under the auspices of the Arctic Council, and to be held in Helsinki in November 2001. The workshop will seek to build understanding about the importance of capacity building in Arctic Council activities; share best practices among countries, working groups and Permanent Participants; identify processes to build capacity in the Arctic Council; and identify areas where capacity needs are greatest.

The EU and Canada both attach great importance to Russia in their Northern Dimension policies, and there are key areas of convergence between our respective approaches. The geographic focus of our policies is complementary, and it is essential to share information about projects and the results of our bilateral cooperation programmes with Russia. We have invited Russian experts to participate in most of the joint activities organised to implement Northern Cooperation, and will continue to seek out areas where cooperation could be most fruitful for example, sharing best practices, project management, capacity building, institution building, and developing procedures with newly created central agencies.

The initiative by the International Financial Institutions (IFIs) to create the Northern Dimension Environmental Partnership will provide further opportunities for EU-Canada cooperation and the EU and Canada will examine how to use their participation to best effect. Canada is considering how best to contribute to the NDEP and will be invited to the pledging conference, which is expected to be organised before the end of this year.

The problem of Persistent Organic Pollutants clearly affects the whole

planet but in particular has a serious impact in the Arctic region. Indeed, it is largely through the efforts of the Arctic Council and of Northern Indigenous Peoples that the problem of contaminants was brought to the world's attention. The European Commission, Member States and Canada have played a key role in negotiating the Convention on Persistent Organic Pollutants (POPs), which was opened for signature in Stockholm on 23 May 2001. The Convention represents an outstanding example of successful international cooperation to address a pressing global issue.

## Conclusion

Only eighteen months after its launch, cooperation on Northern issues has become a dynamic aspect of the relationship between Canada and the EU. We have made progress and concrete results have already been achieved. We continue to work in areas where both parties have similar objectives and are well advanced in their technological development, for example the application of modern technologies in the search for new solutions to the challenges of providing health, social and educational services to remote areas.

Particular attention will be paid to continuing the recently developed exchange of information on Northern Dimension programmes. Contact will be maintained to take stock of ongoing activities related to Northern issues at regular intervals and to share information on planned projects. Further joint areas of action could be considered for example, the Arctic region, private sector development.

A further progress report on EU-Canada cooperation on Northern Dimension will be produced during the



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second half of 2002 when Canada also plans to host a EU-Canada Conference

on Northern Dimension to discuss progress in all areas of cooperation.

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## **EU-Canada Trade Initiative Progress Report to the EU-Canada Summit, 21 June 2001**

Since the December summit in Ottawa, the EU and Canada have continued to work jointly on the issues on the ECTI agenda and progress has been achieved in a number of priorities indicated in the December report.

The EU and Canada have issued a joint statement that reaffirms their goal of launching a broad-based round of WTO negotiations in Doha, Qatar in November, covering both further trade liberalisation and extending WTO rules. They noted developed countries' efforts to address the challenges developing countries face in integrating themselves into the global economy. They agreed on the need to respond to legitimate public concerns about the trading system and to work toward a more open and transparent WTO. The cooperation has become more intense during the last six months in view of the preparations for the Ministerial in Doha, including bilateral and Quad discussions.

The EU and Canada look forward to the entry into force of the Mutual Recognition Agreement (MRA) and note that significant progress has been made in the confidence-building process. The entry into force of the sectoral annexes has had to be further postponed to complete confidence-building and legislative adaptation. However, most of the sectors are now expected to come into full operation in the second half of 2001. Completion of the confidence building in the medical devices and the electrical safety areas could take longer as the two sides work towards a more

complete understanding of each other's systems. Overall the parties are pleased that the regulatory authorities are developing a better knowledge of each other's systems.

As regards mutual recognition of professional qualifications (architects and engineers), the two sides are continuing the exchange of information on their respective systems.

Dialogue is also continuing on biotechnology issues. The Commission has sent a document on the molecular characterization of transgenic plants, and Canada undertakes to come back with comments as soon as possible. Both parties are prepared to discuss any other points of interest.

In the second meeting (Halifax, October 2000) of the Joint Management Committee (JMC) under the EC-Canada Veterinary Agreement the parties agreed to establish three technical working groups on audit/verification, equivalence and notification/information exchange. The audit group is still in a preliminary phase of discussion, while the equivalence group is working towards the identification of priority commodities for which full equivalency can be achieved. As regards notification, the Commission produced a paper on the criteria that would facilitate identification of information to be exchanged between the parties, and both are working together to finalize the document. The next JMC meeting is provisionally scheduled for October 2001.

Cooperation between the European



Union and Canada regarding the "Joint Statement on Electronic Commerce in the Global Information Society" continues and collaboration on the privacy initiatives set out in the Work Plan (Lisbon, 26 June 2000) is moving forward. The European Union and Canada have been working toward an agreement confirming an equivalent level of protection in both jurisdictions. On 26 January, the advisory expert group (Article 29 Working Party, made up of independent national data protection commissioners) considered Canada's Personal Information Protection and Electronic Documents Act and issued a favourable opinion on the level of privacy protection. A draft Commission decision could be tabled before the Article 31 Management Committee at the end of June. Both sides would welcome the adoption of a final decision before the next EU-Canada Summit.

The Parties recognise that cooperation in the cultural and audio-visual field on a pragmatic basis to the extent possible within the current resource constraints is to be further explored in the context of a high-level meeting on cultural and audio-visual policies. The Commission needs to review the EC policy on cooperation with third countries in the cultural and audio-visual sector prior to discussions based on concrete proposals for such cooperation. The Commission will make suggestions for the next high-level meeting (both in terms of dates and content) as soon as substantive progress has been made in its policy review. As far as other aspects of culture are concerned, such as cultural diversity, discussions are welcome on the EU's and Canada's common interests in international fora when appropriate. Canada would like to see the next high-level

meeting take place as soon as possible.

As regards trade in wine and spirits, the EU and Canada have engaged in discussions covering all issues of interest to both parties, with a view to concluding satisfactory agreements as soon as possible. Both sides are actively seeking negotiating mandates. Talks took place in Ottawa on 26 February 2001. The Commission has further expressed an interest in meeting with federal and provincial officials in order to undertake fact-finding about the marketing of EU wines and spirits on the Canadian market. On 24 April 2001, the EU introduced legislation to admit Canadian Icewine into the Community market. These regulatory changes came into effect on 17 May 2001.

The discussion on the re-profiling of ECTI is continuing. The EU and Canada agree that the views of the respective business communities are of primary importance in establishing new priorities under ECTI. Both plan to survey business reviews with respect to barriers to trade and investment. A coordinated approach will be taken in order to ensure that the survey results are comparable even though methodologies may differ. The EU and Canada will also explore the possibility of a regulatory dialogue. Arrangements are being made for officials to meet to explore this issue early in autumn. The possibility of establishing an "Early Warning Mechanism" was discussed at the May 18 meeting of the Trade and Investment Subcommittee and this idea is still under consideration.

A further progress report, including the decisions on ECTI re-profiling, will be prepared for the next EU-Canada Summit.



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## Canada-European Union Joint Statement on Development Assistance Cooperation

We share a common purpose in pursuing development cooperation policies whose central objective is poverty reduction and agree to work together to this end. For the EU, this objective is reflected in the declaration on the European Community's development policy adopted by the Council on the 10th of November 2000. Canada's commitment to support sustainable development in order to reduce poverty, as set out in Canada and the World, remains the foundation for Canadian development policy. With the release of Social Development Priorities: A Framework for Action, Canada is sharpening its focus on the social dimensions of development.

We believe that the poverty reduction efforts of developing countries must be given tangible and effective support. To this end, we encourage all donor countries to strive to reach the 0.7% ODA/GNP target.

Effectiveness and efficiency of development cooperation are a major concern for the EU and Canada and we shall work together and exchange experiences to strengthen our respective evaluation mechanisms, so as to ensure that these public funds are spent wisely and effectively.

Within the context of poverty reduction, we agree on the urgent need to meet the international development targets set to address the main communicable diseases. We reaffirm the importance of viewing this issue as a problem requiring action in all the sectors concerned, particularly in the area of health and development policies, prevention, affordable access to pharmaceuticals products, including treatment, and research. Our efforts will proceed in collaboration

with developing countries, so as to foster national ownership and leadership, with the WHO and international institutions and with other development partners.

We have also agreed to join efforts to ensure the earliest possible completion of an international Framework Convention on Tobacco Control. We offer our assistance to developing countries, who bear the greatest burden of health and social costs of tobacco use, to put in place national measures to control tobacco use.

For developing countries, particularly the least developed, integration and participation in the world economy is essential for sustained economic growth, social development and poverty reduction. It must be accompanied by necessary social and political reforms. In addition to improved access to our markets, developing countries need greater technical and institutional capacities in order to be full participants in the global trading system. With a view to increase such capacities, we endorse efforts to establish an international Trust Fund for trade-related technical assistance within the Integrated Framework and pledge to work together to resolve all remaining issues.

These four areas of cooperation on aid effectiveness, infectious diseases, controlling tobacco use, and technical assistance for developing countries underline our commitment to poverty reduction. We resolve to explore further areas in which we can work together to pursue common goals. This Declaration establishes a firm foundation for development cooperation between Canada and the EU.



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## **Canada-EU Joint Statement on Cooperation in Satellite Navigation - GALILEO**

The European Union and Canada have developed close contacts in global satellite navigation. This strategically and economically important sector is the focus of the European GALILEO Programme. Satellite navigation, positioning and timing has penetrated the everyday life of people directly and indirectly in a multitude of areas. It plays a fundamental role in future transport systems improving safety, streamlining traffic flows, reducing congestion and supporting multi-modal solutions. GALILEO will provide improved services and alternatives for world users and will expand the global satellite navigation market with full compatibility with other existing systems such as the USA's GPS (Global Positioning System) and Russia's GLONASS (Global Navigation Satellite System). The complementarity of these systems would provide truly global GNSS (Global Navigation Satellite System) services.

The European Commission and Canada created in 1999 a joint Working Group on Satellite Navigation. Canada has recently participated in the definition phase studies of GALILEO through expertise and funding. Additionally, Canada is associated to European Space Agency activities in satellite navigation. The European Commission and Canada recognize the wide potential of extending this cooperation to the future phases of GALILEO in areas such as creating a regional service, search and rescue activities, and industrial cooperation. The parties agree that such cooperation needs to take due account of rules concerning intellectual property and the security of the system.

The Parties agree to meet in early 2001 to explore the scope of an agreement that would define and guide future Canadian participation in the development and validation phase of GALILEO in order to further promote satellite navigation technology in an efficient and coherent manner.

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## **EU-Canada Trade Initiative Progress Report to the EU-Canada Summit, December 19, 2000**

The November 9 meeting of the Joint Cooperation Committee allowed both sides to gauge progress made under EU-Canada Trade Initiative (ECTI) and look forward to possible new initiatives.

As set out in the joint statement issued at the last Canada-EU Summit in Lisbon, Canada and the EU agree on the need for a new round of WTO negotiations aimed at further trade liberalisation and the strengthening of multilateral rules in order to increase economic growth,

strengthen the world economy and meet the challenges of globalisation. Canada and the EU recognize the need to build support among developing countries for a new round of negotiations. Both parties also consider that flexibility and pragmatism will be key to their mutual efforts to develop consensus on a negotiating agenda that will attract the support of all WTO Members. Senior officials look forward to meeting in early 2001 to discuss how to build momentum



for new multilateral trade negotiations.

Canada and the EU look forward to the entry into force of the Agreement on Mutual Recognition and note that significant progress has been made in the confidence building process. It is expected that the sectoral Annex on Recreational Craft is likely to be ready for implementation on January 31, 2001. There has been significant progress with other sectoral Annexes, covering good manufacturing practices for pharmaceuticals, radio and telecommunications terminal equipment, electromagnetic compatibility, medical devices, and electrical safety; some of these sectoral Annexes are also expected to come into full implementation during the first half of 2001. We are pleased that our regulatory authorities are developing strong relationships and better understanding of each other's systems.

A video conference was held on November 23 between EC and Canadian officials where information on respective approaches to the regulation of architectural and engineering professions was exchanged. It was agreed that the exchange of information should continue before it can be determined whether a mutual recognition agreement would be feasible and would bring mutual benefit. Lists of further questions will be exchanged early in the new year and a further video conference will be held later in first quarter.

Meetings held in Canada in November, 1999 provide a good start to efforts by both parties to strengthen dialogue and cooperation in the biotechnology field. Follow-up work is now required and both sides undertake to hold a video conference in the first quarter of 2001. The second meeting of the Joint management Committee (JMC) under

the EC/Canada Veterinary Agreement was held in Halifax in October 2000. There was agreement to continue joint work by developing a list of key commodities which reflect shared priorities and for which an agreed approach to equivalency can be undertaken. Agreement was also reached on ways to move ahead to improve the exchange of information and notifications. As future work, it was agreed, as a matter of priority, to establish three technical working groups to focus on audit/verification, information exchange/notification and equivalency.

Cooperation between the European Union and Canada regarding the "Joint Statement on Electronic Commerce in the Global Information Society" continues and collaboration initiatives set out in the Work Plan (Lisbon, June 26, 2000) have advanced significantly. A separate progress report highlighting efforts underway in areas such as privacy and security, has been presented to trade ministers at the Summit. The report gives an overview of the current state of play regarding the examination by the EU of Canada's privacy legislation. Discussions are advancing well and a positive opinion by the Working Party on the Protection of Individuals with Regards to the Processing of Personal Data is anticipated early next year.

EC and Canadian officials met on November 10 in Brussels to explore the possibility of initiating negotiations of a cultural and audiovisual cooperation agreement. The EC explained that such negotiations could not be considered in the short term, as a policy framework on cultural cooperation with third countries still has to be developed. In the meantime, both sides agreed to increase cooperation in the cultural field on a



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pragmatic basis to the extent possible within the current resource constraints both faced. Education and Culture Director General van der Pas undertook to visit Canada in the first quarter of 2001 for a high level meeting with his counterpart in the Canadian Heritage ministry. Both sides would identify possible initiatives prior to that meeting which could possibly lead to a work plan to be agreed in the high level meeting. It was agreed to further explore the opportunity of a jointly hosted experts seminar on the issue of cultural diversity as an early action.

Exchanges concerning trade in trade in wines and spirits have recently intensified and both parties look forward to progress toward resolving their differences in this area.

As set out in the last ECTI progress report, both sides began a review of ECTI's scope and agenda. They have agreed to start an in-depth analysis, involving both our internal resources and

our business communities, to identify the specific issues, with particular regard to technical barriers, on which joint action can have a positive impact on trade and investment flows. It has also been agreed to discuss the possibility of introducing an early warning mechanism on potential trade disputes. In order to improve ECTI's effectiveness, the parties will consider the possibility of focussing more specifically on trade and investment issues.

Both sides will strive to agree to the work which should be undertaken, and where feasible, begin such work, prior to the end of the first quarter of 2001.

Both sides note that significant progress has been made toward the immediate priorities identified in the last progress report, and that the reporting process is serving well to guide ECTI's execution. A further progress report will be prepared for the next Canada-EU Summit in June.

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## **Canada-European Union Joint Statement on Cooperation in Justice and Home Affairs**

MINDFUL of the threat to our citizens posed by transnational organised crime in its multiple forms, in particular, illicit drugs, high-tech crime, corruption, human trafficking and migrant smuggling, and terrorism, and of the challenges emerging from international judicial cooperation;

NOTING that the Joint Political Declaration on Canada-European Union Relations and Joint Action Plan adopted on 17 December 1996 call for joint responses to these threats;

CONSIDERING the growing dialogue and cooperation between Canada and

the European Union in the justice and home affairs sector;

DESIRING to reaffirm their shared commitment to the objectives of the Declaration and Action Plan;

The European Union and Canada today adopt this joint statement and pledge to strengthen their collaboration in the justice and home affairs sector.

They will endeavour to increase their collaboration to strengthen their capacity to respond to these threats by intensifying their dialogue and expert-level contacts, by pursuing actively opportunities for joint cooperation, by exchanging



ing experiences, best practices and officials, and by undertaking joint practical activities in the justice and home affairs sector.

They will work in concert with the international community, their partners and civil society to consider ways to develop long-term responses and strategies.

The Annex attached to this Joint Statement describes the objectives that Canada and the European Union will be pursuing. These objectives will be updated as their cooperation continues to evolve.

## **ANNEX**

### **Migration, Immigration and Asylum**

We will continue to exchange information on developments related to the international movement of people and the impact on our asylum and legal immigration policies, and investigate the potential for practical cooperation in these areas. To this end, we will hold bilateral senior-official consultations on migration, immigration and asylum matters. To combat the trafficking of persons and migrant smuggling, we pledge to support the provisions of the UN Convention on Transnational Crime and its Protocols, and to cooperate in developing a practical mechanism for the exchange of strategic information on clandestine movements and in eliminating obstacles to the readmission of third country nationals to their countries of origin.

In addition, we will explore opportunities for joint or coordinated action in migrant and refugee producing countries, such as those identified in the Action Plans produced by the European

Union's High Level Working Group on Migration and Asylum. To derive maximum benefit from managed migration, we will share best practices and research on legal migration regimes, and on the integration of legal migrants, in particular within the Metropolis network in order to improve our collective understanding of migration phenomena and strengthen our strategic action in this area. We will continue to consult and cooperate bilaterally and in multilateral fora on improving the international protection regime.

### **Racism and Xenophobia**

In support of our action against racism and xenophobia, we will strengthen our dialogue on the study of these phenomena, including their root causes and effects, and will exchange best practices with a view to contribute to the eradication of such phenomena in our democratic societies. In particular, this will include, inter alia, substantial regular contacts between the Vienna-based European Monitoring Centre on Racism and Xenophobia and the relevant Canadian institutions.

### **Transnational Organised Crime**

We will pool our efforts to promote the ratification and implementation of the United Nations Convention against Transnational Organised Crime, including the Optional Protocols (the Protocol against the Smuggling of Migrants by Land, Air and Sea, and the Protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women and Children). In addition, we will join our efforts to promote the conclusion, as soon as possible, of the Protocol against the Illicit Manufacturing of and Traffick-



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ing in Firearms, their Parts and Components and Ammunition. Furthermore, we will undertake to consult to coordinate technical assistance in signatory countries requiring assistance toward the effective implementation of the Protocols.

## **Cybercrime**

We will work together bilaterally and through multilateral fora to create an environment that fosters the growth of electronic commerce with a view to balance economic, privacy, human rights and social concerns with the requirements for law enforcement and national security to maintain public safety. In particular, increased cooperative efforts will be directed toward improving cooperation to locate and identify people who abuse communication networks for illegal ends.

In addition, Canada and the Member States of the European Union will continue to work jointly to complete the Council of Europe Convention on Cybercrime, which would become the first broadly accepted international instrument that deals with the difficulties associated with computer-related crimes and privacy in the new borderless Internet age. Once adopted, we will collaborate to promote the implementation and ratification of the Convention.

## **Illicit Drugs**

We will continue to work together to support world action against illegal drugs, in accordance with the balanced approach agreed at the UN General Assembly Special Session on Drugs of June 1998. We will continue to cooperate in international and multilateral bodies, including the United Nations and the Dublin Group. In addition, we will con-

tinue to foster cooperation between Canada and the European Union against illicit drugs, and will address in particular the issues of illicit drug trafficking, chemical precursors, money laundering, demand reduction, and combatting synthetic drugs.

## **Corruption**

We will continue to work together in the fight against corruption, including through both the improved international implementation of existing corruption instruments and the negotiation of a new legal instrument on corruption within the United Nations. We look forward to continuing advancing the fight against corruption at the Second Global Forum on Fighting Corruption to be held in the Netherlands in May 2001.

## **Terrorism**

We will continue to fully support international efforts to eliminate terrorism and to combat the financing of terrorism. We will advocate international cooperation and the adoption of practical measures which would bolster the international fight against terrorism.

## **Europol**

Canada and Europol will consult, when the time comes, to explore opportunities for formalised cooperation.

## **Civil Law**

We will join our efforts to conclude, by the end of 2001 or early 2002, the Hague Convention on Jurisdiction and Foreign Judgments in Civil and Commercial Matters. The growth of international trade has made necessary the development of a global regime to address potential conflicts of jurisdiction and the



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recognition and enforcement of judgments with greater legal certainty.

### **Money Laundering**

Combating the laundering of money, especially the proceeds of illicit arms and drugs trafficking by international criminal groups, has proved to be an extremely important anti-crime tool for police and law enforcement. We will continue to work together for the improvement of international anti-money laundering standards and for the promotion of their implementation worldwide. We will work in concert to encourage the countries in question to put an end to harmful practices identified by the FATF in non-cooperative countries and territories. Canada and its European partners are willing to provide technical assistance if it is required and appropriate. We will implement the countermeasures decided by the FATF against non-cooperative countries and territories which do not take necessary measures to improve their regimes. We will also explore ways to enhance cooperation between our respective competent authorities in the area of mutual legal assistance.

### **Exchange of Personnel**

We will facilitate the exchange of officials between relevant Canadian departments and agencies and European Union institutions to encourage the study of our respective systems, methods, best practices and initiatives to allow personnel development, share expertise, foster collaboration and strengthen capacity building.

### **Cooperation in Multilateral Fora**

We agree to continue to consult and work together in multilateral fora to pursue our shared objectives and improve the effectiveness of multilateral action in the wider world.

### **Consultations**

We agree to pursue our shared objectives as part of our regular political dialogue, bilateral consultations, expert-level contacts, and meetings in the margins of certain JHA working group meetings (including CIREA, Centre for Information, Discussion and Exchange on Asylum; CIREFI, Centre for Information, Discussion and Exchange on the Crossing of Borders and Immigration; the Multidisciplinary Working Group on Organised Crime; and the Working Group on Mutual Legal Assistance in Criminal Matters).



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## Canada-European Union Joint Statement on Defence and Security

1. Canada and the European Union recognize that a new security and defence environment has emerged in the decade since the end of the Cold War. Although opportunities to advance peace and stability are greatly enhanced, there are new challenges facing us. At the same time, a new Europe is emerging, a Europe of greater integration and cooperation — and the Euro-Atlantic security and defence structures are evolving.

2. Sharing common values and common security interests, both bilaterally and in the context of the NATO-EU relationship, Canada and the EU reaffirm their commitment to reinforce their contributions to conflict prevention and crisis management, in conformity with the Charter of the United Nations.

3. Canada welcomes the decisive progress made in the elaboration of the European Policy on Security and Defence (ESDP), in particular at the meeting of the European Council at Nice.

4. Canada and the European Union agree that, for the states concerned, the North Atlantic Treaty Organization is the basis of their collective defence and will continue to play an essential role in crisis management. Canada and the European Union support the rapid implementation of permanent arrangements between NATO and the EU, which will

result in the development of a close and confident relationship between the two organizations.

5. In light of these developments, Canada and the European Union agree to deepen their dialogue on questions related to the European Security and Defence Policy. To this end, they agree to meet bilaterally at expert level quarterly to discuss the full range of security and defence issues of mutual concern, including, *inter alia*, emerging conflict situations, measures for conflict prevention, and military, police and civilian cooperation in peace support operations. As agreed by the European Council at Nice, Canada and the European Union will intensify their consultations in times of crisis.

6. The European Union welcomes Canada's intention to participate in civilian and military aspects of crisis management operations led by the European Union. When the Union will begin formal examination of an option that calls upon NATO's assets and capabilities, special consideration will be given to consultations with Canada. The European Union and Canada agree to continue their dialogue to finalize the modalities for consultation with Canada and its participation in operations led by the European Union.



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## **Canada-European Union Joint Statement on Human Security: Peace-Building and Conflict Prevention**

The European Union and Canada agree to work together to prevent violent conflicts as a principal strategy for promoting human security. Considering the global scale of human suffering caused by violent conflicts and the increasing human, material and financial resources necessary to cope with the effects of such conflicts, the EU and Canada affirm that peace-building and conflict prevention will continue to be accorded increasing priority in their external relations.

The EU and Canada confirm that they share internationally recognised principles concerning this issue, including respect for international law and treaties, and recognise the need to ensure that their own policies and policy-making mechanisms support their common objective of creating a coherent approach to maximise the effectiveness of their contribution to peace and democratic stability. Both recognise the importance of civilian and military as well as diplomatic, economic and development instruments in this regard. The EU and Canada will give particular attention to an effective division of labour between all relevant actors, to targeting root-causes and precipitating factors of violent conflicts, and to enhancing capacities for timely preventive action.

In this regard, the EU and Canada will also integrate peace-building and conflict prevention into their respective dialogues with their partner countries and in multilateral fora, including in the field of human rights, the rule of law, democratisation and good governance, development cooperation, natural resource management, economic reform programmes and humanitarian aid.

Furthermore, the EU and Canada will cooperate to enhance the capacities of the UN, regional organisations such as the OSCE, sub-regional and national organisations and institutions as well as civil society organisations, to engage in peace-building and conflict prevention effectively. The EU and Canada also recognise the important potential of the private sector to contribute to peace and democratic stability.

In order to intensify their cooperation, the EU and Canada agree that within six months, experts of both sides will meet to examine possibilities for concrete cooperation on peace-building and conflict prevention in relevant countries and regions, in particular in Africa, as well as on relevant issues, including within the field of small arms and light weapons, competition over scarce natural resources, security sector reform, economic agendas in civil wars, corporate social responsibility, as well as the role of UN special representatives in pro-active agenda-setting.



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## Canada-European Union Joint Statement on the World Trade Organization (WTO)

The European Union and Canada underscore the need for further trade liberalisation and the strengthening of multilateral rules in order to increase economic growth, strengthen the world economy and meet the challenges of globalisation. We reaffirm that a new round of WTO trade negotiations is a key to the trading system responding successfully to these challenges, and we shall work together to seek a consensus to launch negotiations as early as possible.

Canada and the EU consider that a new trade round should be broad and inclusive in that it should reflect the interests of all WTO members in a balanced way, and should thus encompass four broad objectives. First, it should further liberalise and expand trade in order to promote equitable and sustainable economic growth. Second, it should lead to the improvement of multilateral rules and disciplines, and bring new areas under multilateral discipline, in order to increase transparency and predictability in trade relations, and ensure that the trading system responds to the rapidly integrating economic environment of the 21st century. Third, we will seek to ensure that it facilitates the integration of developing countries into the WTO and the whole trading system through improved market access opportunities and enhanced capacity building, with particular attention to the needs of the least developed countries. And fourth, we will seek to ensure that the Round responds to the legitimate concerns of society as a whole about the trading system, through measures that

support sustainable development, consumer health and safety and other broad social goals, and through preserving each Member's right to promote cultural diversity.

The EU and Canada also welcome the commitment by all Members to constructive negotiations under the built-in agenda, and will work together to seek progress in these negotiations.

Canada and the EU stress the importance of transparency inside and outside the WTO and the need for dialogue with individuals and organisations outside of government. We also see merit in improving further and revitalising the functioning of the WTO, including the dispute settlement process, in order to ensure its efficient operation, the effective participation by developing countries, and the overall strengthening of the multilateral trading system. We agree on the need in this context to strengthen the policy coherence between the WTO, the World Bank, the IMF and specialised UN bodies. We also continue to support the establishment of a dialogue on trade, globalisation and social development issues so as to increase understanding of the issues between all interested parties.

Finally, the EU and Canada note with appreciation the efforts by WTO Director General Mike Moore in bringing forward a number of measures to rebuild confidence and restore momentum in the WTO, including the improvement of market access for least developed countries and the work on implementation. These will contribute to improving the climate for the launch of further nego-



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tations. Canada and the EU invite other WTO Members to join their efforts for the launch of a new round and reiterate

their desire to work with partners in designing an agenda that reflects all Members interests.

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## **European Union-Canada Joint Statement – Electronic Commerce in the Global Information Society**

The European Union and the Government of Canada attach great importance to the development of an information society and economy, and recognise the importance of working together, both bilaterally and through multilateral efforts to create a co-ordinated and consistent international approach aimed at maximising benefits for all. Electronic commerce, in particular, will be an integral part of the information economy - enhancing productivity, creating jobs, fostering new markets and offering consumers greater choice.

EU and Canada share a vision for the development of a global information society, and recognise the need for an international environment, which supports the growth of electronic commerce and maximises social potential for citizens. In order to foster this environment, they will actively work in concert with the private sector, civil society and international organisations to:

Promote trust and confidence in the global marketplace by ensuring that the frameworks and safeguards address such issues as privacy, security, and consumer protection.

Ensure that relevant legal and commercial frameworks apply to electronic transactions and do not unduly impede the potential of electronic commerce.

Encourage the growth of, and access to, high quality information infrastructure and services through effective competition.

Maximise the social and economic

benefits resulting from the emergence of a digital economy and a global information society.

Promote cultural and linguistic diversity in the information society by enabling wider access to cultural heritage and content such as new audio-visual services.

Stimulate the development and diffusion of the Information Society through government practices including on line access to government information, electronic procurement, and promotion of open and interoperable systems.

**Privacy:** EU and Canada consider that legislative frameworks for the protection of privacy and personal information are a vital component of electronic commerce strategy and beneficial to the evolution of an information society. Internationally, EU and Canada will support a standards-based approach to complement national frameworks.

**Security:** EU and Canada agree on the necessity of policies to facilitate the use of technologies for authentication and for the conduct of secure electronic commerce. To this end, they will discuss the various technological options for providing authentication. EU and Canada will explore mechanisms to enhance international cooperation to combat illegal activities and to empower users with regards to potentially harmful content.

**Consumer protection:** EU and Canada believe that measures to provide consumers with a means to exercise choice, settle grievances and have law-



ful recourse to the resolution of disputes in an electronic environment (including online dispute settlement schemes) are central to the orderly development of electronic commerce. Consequently, they will discuss approaches to increase consumer confidence, protection and education.

**Partnerships:** Given the acknowledged need for collaboration with the private sector and civil society in the development of global electronic commerce, EU and Canada will endeavour to include stakeholder interests in these activities. Particular attention will be given to the facilitation of self-regulatory and co-regulatory approaches within appropriate or regulatory frameworks.

The EU and Canada also recognise the importance of business partnerships to the growth of global electronic commerce, and continue to support the collaboration by European and Canadian private sectors through broader cooperation initiatives, in particular in the area of research and development in information and communications technologies.

**Cooperation in Multilateral fora:** EU and Canada will continue to make use of multilateral fora to pursue shared objectives for a global information society. In this regard, EU and Canada will especially:

—continue to collaborate to establish frameworks within the OECD on taxation, consumer and privacy issues

—collaborate on WIPO initiatives related to intellectual property and electronic commerce

—co-operate in the ongoing development of Internet governance, in particular by contributing to the work of ICANN.

—work actively to further the WTO Work Program on Electronic Commerce with a view to reaching consensus on what is needed to realize the potential contribution of electronic commerce to all WTO members and to achieving a comprehensive review of the implications of electronic commerce and its means of delivery for the application of WTO agreements and future negotiations, agreeing as they do that electronic commerce falls within the existing body of trade rules.

**Follow up:** Canada and the EU agree to pursue the issues contained in this statement as part of their regular bilateral consultations on telecommunications and electronic commerce as key elements in the development of the Global Information Society. A progress report will be submitted to the next Canada-EU Summit.



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## **European Union-Canada Statement at the EU-Canada Summit in Ottawa on 16 December 1999**

### **EU and Canada establish a Joint Working Group on Small Arms to Tackle the Spread and Destabilising Accumulation of Small Arms and Light Weapons**

Further to their 2 September 1999 Joint Statement on Small Arms, the EU and Canada are continuing to pursue their common approach to tackling the problem posed by the excessive and destabilizing accumulation and uncontrolled spread of small arms.

This problem represents a dire threat to human security. Where an environment of insecurity and fear persists in regions and communities, the continuing availability of small arms can serve to ignite or exacerbate conflict as well as to increase the duration and lethality of the violence. It can seriously hamper post-conflict peace building efforts and initiatives to build cultures of peace. The victims are frequently found among the most vulnerable segments of society, especially children. The EU and Canada will strengthen their cooperation to tackle this human security dilemma.

The EU and Canada welcome the decision of the United Nations General Assembly to convene an international conference on the illicit trade in small arms and light weapons in all its aspects in June/July 2001. They will consult during the preparatory process to ensure that the outcome of the conference manifests our common approach and provides concrete and meaningful responses to the small arms problem. The EU and Canada will work towards ensuring that the Conference brings about effective guidelines or legally binding instruments as well as a Programme of Action encompassing all areas of inter-

national cooperation in small arms. They also underline the importance of integrating regional approaches to these efforts.

Both sides underscore the importance of continued work to elaborate a protocol against the Illicit Manufacturing of and Trafficking in Firearms, Ammunition and Other Related Materials, Supplementary to the United Nations Convention against Transnational Organized Crime. Both will work diligently toward the completion of negotiations in the year 2000.

Canada continues to share the principles of the EU Joint Action on Small Arms and Light Weapons adopted 17 December 1998. Canada also shares the principles of the EU Code of Conduct on Arms Exports and recognises its contribution to ongoing international efforts to regulate the transfer of small arms. The EU and Canada are committed to setting high standards for the management of, and restraint in, conventional arms exports and share the aim to achieve greater transparency in arms transfers. Following this commitment to high standards for arms export criteria, the EU and Canada will promote international and regional efforts to ensure that small arms and light weapons are only transferred to states or state-authorised entities. While these arms are the basis for the legitimate self-defence needs of all states, action must be taken to prevent these weapons from reaching the hands of oppressive state authorities,



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terrorists, criminals paramilitary organizations and other non-state actors.

The EU and Canada welcome the request to the Secretary-General of the United Nations to establish a group of governmental experts to study the phenomenon of small arms brokering activities including transportation agents and financial transactions.

The EU and Canada welcomes the Decision on Small Arms and Light Weapons adopted by the OSCE Forum for Security Cooperation. The EU and Canada will continue to work actively together to ensure that the OSCE, EAPC and other relevant fora develop concrete measures to tackle these problems.

Drawing on each other's expertise and experiences, the EU and Canada will work together to operationalise their common approach by supporting the implementation of initiatives and projects in the most affected regions of the world, without duplicating existing initiatives. In particular, the EU and Canada will focus on Africa as the region in most immediate need of assistance and support.

In order to further their cooperation, the EU and Canada have decided to create a joint "EU-Canada Working Group on Small Arms." The Working Group will be convened at least once during each EU Presidency.

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## **Joint Statement by Canada and the European Union on Northern Cooperation, Ottawa, 16 December 1999**

On the eve of the new Millennium, the European Union and Canada reaffirm our shared commitment to facilitating closer cooperation between all the countries of the circumpolar and adjacent northern regions with a view to promoting sustainable development as well as environmental and human security.

The Finnish Presidency of the European Union, the European Commission and Canada organised on October 20, 1999, in Canada, a seminar on Circumpolar Cooperation and the Northern Dimension. The report, to be issued, will offer useful perspectives for EU-Canada cooperation on northern issues.

The Northern Dimension in the External and Cross-Border Policies of the European Union has been reaffirmed at the Helsinki European Council. Canada is moving forward with the development of the Northern Dimension of Canada's

Foreign Policy as stated by the Government of Canada in the recent Speech from the Throne. The European Union and Canada have identified common goals and agreed on the usefulness of exchanging information and enhancing synergies in advancing the northern dimensions of their policies. The European Union and Canada will therefore under the existing cooperation framework pursue expert level dialogue on the basis of the northern dimension of their respective policies.

In the envisaged dialogue, specific areas for future northern cooperation between the European Union and Canada should be identified. An effort will be made to use existing general and sectoral agreements between the European Union and Canada as a foundation to future northern cooperation. The dialogue will be open ended, which facili-



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tates participation of interested member states. A report will be presented at the latest, during the first half of the year 2001.

The dialogue will be focussed on such cooperation that can engage other northern countries such as the Russian Federation, acceding countries in the Baltic Sea Region as well as Norway and Iceland. Ways of drawing maximum benefit from the specific competencies of existing multilateral and regional northern fora such as the Arctic Council, Nordic Council, Barents-Euro Arctic Council, and the Council for Baltic Sea States will be examined. Attention will be given to the Arctic Window in the EU's Northern Dimension in order to enhance dialogue between the EU, Canada and Arctic nations. As regards specific cooperation themes, high priority will be attached to inter alia:

- sustainable development, including sustainable and environmentally friendly management of natural re-

- sources as well as preserving biodiversity;

- issues of interest to the Arctic indigenous peoples affected by the Northern Dimension policies;

- exchange of timely information and experience on environmental issues, notably with regard to climate change and chemical pollutants;

- transfer of eco-efficient technology in the entire Arctic region;

- northern children/youth, education and student exchange, public health;

- enhanced cooperation in research and higher education, utilising fully the potential of the University of the Arctic;

- information technology and telecommunications in the Arctic area.

The European Union and Canada recognise the significance of achieving a strong and effective international convention on persistent organic pollutants (POPs) and will intensify our efforts to achieve such an outcome.

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## **Canada-European Union Statement on Small Arms and Anti-Personnel Mines**

### **SMALL ARMS**

Small arms are the weapons increasingly used as a primary instrument of violence in internal conflicts and account for the greatest percentage of deaths and injuries in many armed conflicts. The availability of these weapons contributes towards exacerbating conflicts by increasing their lethality and duration of violence, by encouraging a violent rather than peaceful settlement of differences, and by generating a greater sense of insecurity, which in turn might lead to a greater demand for, and use of, such weapons.

Canada and the EU are of the view that a serious challenge to the international community is raised by the combination of internal conflicts with the spread of small arms. They are convinced that it is of the utmost importance to continue to develop ways to solve problems associated with their excessive and destabilizing accumulation. Canada and the European Union are determined to improve their cooperation in assisting third countries, in particular in post-conflict situations, in preventing and combating the destabilizing accumulation and spread of small arms and light weapons and suppressing the illicit cir-



culation and trafficking of arms, with special emphasis on small arms.

Canada and the EU recognize the special responsibility that arms exporting states have and are determined to follow high common standards for the management of, and restraint in, conventional arms transfers. To this effect, the Council of the European Union has adopted on 8 June 1998 the Code of Conduct on arms exports. Canada subscribes to the principles and criteria developed in this Code of Conduct.

### **ANTI-PERSONNEL MINES**

Canada and the European Union share the goal of the total elimination of anti-personnel mines world-wide as well as to contributing to solving the problems already caused by these weapons. They welcome the opening for signature one year ago of the Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines and on their Destruction. They are pleased that by now 133 countries have signed or have acceded to the Convention and that within a very short amount of time the trigger point of 40 ratifications has been reached, bringing entry into force on March 1, 1999.

Through such mechanisms as the Mine Action Support Group, Canada and the European Union support the central role played by the U.N. in a range

of humanitarian mine actions worldwide and the coordinating functions of the Mine Action Service. They welcome all efforts to achieve a more coherent response to the challenge posed by the many millions of anti-personnel mines. They will work together to increase global resources for mine action and will enhance their cooperation in the mine action community, specifically through "stocktaking" of mine action in the most seriously afflicted countries to provide guidance for future action.

Canada and the European Union will continue their large scale support and they will identify projects where they and other donors can cooperate to ensure a high degree of coordinated activity in their mine action.

Canada and the European Union recognize the importance of technology across the spectrum of mine action including mapping and surveying, landmine detection, clearance and destruction, and victim assistance. The Canadian Centre for Mine Action Technologies and the Joint Research Centre of the European Commission will work together, with other partners, to establish a Demining Technology Information Forum, on a "landmine signature" project, and on the development of a global network of test and evaluation facilities to promote the quick deployment of useful and affordable technologies for mine action.



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## European Union-Canada Trade Initiative (ECTI)

The Canada-EU Joint Action Plan was adopted here in Ottawa exactly two years ago. We have achieved much since December 1996. Through the implementation of the Joint Action Plan our bilateral relationship has diversified and strengthened across a broad spectrum of subjects, ranging from closer foreign policy consultations to new people to people contacts. Today, Canada and the EU have agreed to take an additional step by deciding to further develop the trade chapter of the Canada-EU Joint Action Plan.

This new EU-Canada Trade Initiative (ECTI) is a significant move to advance our trading relationship, which marks the importance for Canada and the EU of maintaining and promoting close relations in both the bilateral and multilateral trade field. Indeed, the consultations on multilateral issues already

started here in Ottawa in early November, with a view to prepare and provide impetus for the new round of comprehensive multilateral trade negotiations.

In the bilateral field, we have instructed our officials to enhance their joint cooperation in order to identify the best ways for bilateral trade cooperation, including in the fields of:

- Mutual recognition, equivalence and regulatory cooperation;
- Services;
- Government procurement;
- Intellectual Property Rights (IPR);
- Competition issues;
- Cultural cooperation; and,
- Business to business contacts.

A progress report on this initiative will be submitted to the next Canada-EU Summit meeting in 1999.

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## Canada-European Union SME and Euro Initiatives

Recognising the commitment made in the Joint Action Plan to support business-to-business contacts, Canada and the European Union agreed during their Summit held in Ottawa on 17 December 1998 on the need to foster cooperation between their respective small and medium-sized enterprises (SMEs). The two sides are discussing the organisation of a series of events to facilitate alliances and other commercial relationships to take advantage of business opportunities on both sides of the Atlantic. Canada has also extended an invitation to the European Union to co-host an SME forum in association with the 1999 International Small Business Congress (ISBC) in Toronto in October 1999.

Canada and the EU are organising in-

formation seminars and other initiatives in 1999 to raise awareness of how the introduction of the Euro could impact Canadian businesses in general, and SMEs in particular. Building on previous successful events, the first session will be held shortly after the Euro becomes the official currency unit of 11 EU countries. Similar events will be held across the country during the whole of 1999.

The introduction of the Euro marks a turning point in European history, and will have an immediate impact on world financial and commercial markets. Within a very short time, the Euro is expected to further the development of the single EU market with a gross domestic product (GDP) of approximately US\$6.5



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trillion. For businesses and individuals in Canada and elsewhere, the Euro means both change and opportunity.

Details of the seminars and other initiatives to assist SMEs will be announced shortly.

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## **Canada-EU Statement at the Foreign Ministers Meeting in Helsinki : Canada-EU Common Approach to Combat the Spread and Destabilizing Accumulations of Small Arms and Light Weapons**

Further to the 17 December 1998 Joint Statement on Small Arms and Anti-personnel Mines, Canada and the EU are taking a common approach to tackling the problem posed by the excessive and uncontrolled accumulations and spread of small arms. This common approach – both preventive and reactive – is comprised of multiple and coordinated international, regional and national efforts that contribute to sustainable peace in conflict prone or affected areas.

Canada, and the EU welcome the decision of the United Nations General Assembly to convene an international conference on the illicit arms trade in all its aspects, to be held no later than 2001. Canada and the EU are of the view that this conference must take a comprehensive approach to the problem by considering each of the elements of the common approach. To this end, they will consult on the responses to the United Nations Secretary General's call for the views of member states as to the date,

venue, scope and objectives of and preparatory work for the international conference. In this context, the EU welcomes and supports Canada's offer to host a Preparatory Committee in the run-up to the international conference. Both sides underscore the importance of continued work to elaborate a protocol against the Illicit Manufacturing of and Trafficking in Firearms, Ammunition and Other Related Materials, Supplementary to the United Nations Convention against Transnational Organized Crime.

Canada shares the objectives of the EU Joint Action on Small Arms adopted 17 December 1998. Canada notes with approval that the Joint Action manifests their common approach and accordingly endorses its principles. Canada and the EU seek to further improve their cooperation in advocating the adoption by other States and in other fora of the Canada-EU common approach to dealing with the problem of small arms.



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## Canada-European Union Joint Summit Statement

Ottawa, 18 December 2001

1. This year we celebrate the 25th Anniversary of our Framework Agreement and the 5th Anniversary of our Joint Action Plan. The last quarter century has seen a deepening of cooperation between Canada and the European Union and a broadening of the relationship that reflects the changing nature of the challenges we face.

2. We repeat our common view that the security, prosperity and well-being of our citizens are best served by a world order based on strong international institutions and effective multilaterally agreed rules. Our work together to build the multilateral system will remain an important aspect of our bilateral cooperation.

3. The events of September 11 have reinforced our commitment to our common values, including individual rights and liberties, and our joint desire to promote the value of democracy and good governance. We repeat our condemnation of these terrorist attacks. We remain determined to work even more closely together in the fight against terrorism in all its aspects, in close contact with the United States and in support of multilateral efforts.

4. We will work together to consolidate the international coalition against terrorism as well as continue our close coordination on conflict prevention and peace building. The United Nations is fundamental to this objective and we will support and strengthen its role. We will help build the capacity of third countries to fight terrorism. We will promote the successful conclusion of negotiations on the draft Comprehensive Convention on International Terrorism.

5. We agree that the integration of all countries into an equitable world system of security, prosperity and development is the condition for a strong and sustainable community for combatting terrorism. In this spirit, we fully endorse the United Nations' leading role in efforts to promote peace, stability, inclusive governance and reconstruction in Afghanistan. We welcome the Bonn agreement, which provides an opportunity for the people of Afghanistan to achieve peace, freedom and prosperity. It is crucial that the international community provides support for the Afghan peace and reconstruction process. We will lend our full cooperation to the upcoming meeting of the Steering Group in Brussels.

6. We will continue our close coordination in the areas of justice, migration and asylum. We have agreed to explore the possibility of enhancing judicial cooperation through the negotiation of a Mutual Legal Assistance Treaty and the development of links between Canada and Eurojust, and of enhancing law enforcement cooperation through the conclusion of an agreement between Canada and Europol. We will intensify our cooperation on aviation security, including within ICAO, on document security and in the fight against human smuggling and trafficking.

7. We have taken important steps to cut off financing for terrorist activities. We will continue to work closely together through the Financial Action Task Force (FATF) and the UN to promote the worldwide implementation of international standards and measures.

8. We express our deep concern at the



extreme gravity and further deterioration of the situation in the Middle East, including the loss of life of innocent civilians. We recall that peace can only be based on resolutions 242 and 338 of the UN Security Council and on: (i) the reaffirmation and full recognition of Israel's right to live in peace and security within internationally recognized borders; (ii) the establishment of a viable, independent and democratic Palestinian state, as well as the end of the occupation of Palestinian territories. The Palestinian Authority and its elected leader Yasser Arafat remains the only partner with which Israel can negotiate a final settlement, eradicate terrorism and build peace. We urge both parties to take all possible steps to bring an end to the violence and to work towards the re-establishment of a climate favourable to negotiations. We will urge them to carefully consider the impact of their actions on the prospects for peace. The Mitchell Commission Report remains the best way forward and both sides should take the necessary steps towards its immediate and full implementation.

9. We agree to pursue our efforts to promote the full implementation of, and universal adherence to, non-proliferation and arms control treaties. Building on the UN Programme of Action, we will seek to strengthen international efforts to combat destabilising accumulations and uncontrolled spread of small arms and light weapons. Multilateral instruments together with effective national implementation measures significantly reduce the risk of proliferation to non-state actors. We shall actively support the negotiation process to finalise the draft international code of conduct against ballistic missile proliferation. We will continue our effort to pursue the negotiations of an implementation and com-

pliance mechanism for the Convention on Biological Weapons.

10. We reaffirm our commitment to promote cooperation in the area of security and defence. In light of Canada's intention to participate in the civil and military aspects of crisis management operations led by the European Union and taking into account on-going progress achieved by the European Security and Defence Policy, we intend to conclude arrangements for Canada's welcome involvement. Where EU-led operations use NATO assets and capabilities, modalities should provide for intensified and early consultations, including on the development of operational plans. Where EU-led operations would not use NATO assets and capabilities and where a Canadian contribution is being considered, modalities could draw on those related to the involvement of non-EU European NATO Allies.

11. Canada and the European Union share similar challenges and comparable approaches to protecting and promoting the health of citizens. We also recognise the need for greater cooperation across borders, including in new areas, as governments seek to protect the health security of citizens in the face of new threats. Through dialogue, sharing of scientific and technical expertise, exchange of best practices, a transparent approach to issues of common concern and cooperation in developing knowledge and understanding of issues, we can learn from each other and improve the quality of our respective health decision-making, while strengthening global health. We will deepen our cooperation in the pursuit of our shared public health goals.



**12.** Canada and the EU believe the eradication of poverty, as well as the resolution and prevention of violent conflicts in Africa, are among the most important of current global issues. We welcome the progress achieved so far by the South Africa-led Kimberley Process in breaking the link between “conflict diamonds” and armed conflict in some parts of Africa and will work together towards resolving the implementation issues. We will work to assure coordination and coherence in the support for the New Partnership for Africa’s Development (NePAD). This initiative is guided by the principles of responsibility and African ownership, gives Africa its place in the global community and puts the continent on the path of sustainable growth and development. G8 partners are consulting with African leaders to develop a Plan of Action in support of the NePAD, to be approved by G8 leaders at their summit in Canada in June. Canada and the EU are paying special attention to the Great Lakes Region. We encourage and continue to support ongoing efforts for peace and stability in the region and call for the full implementation of the Lusaka and the Arusha Agreements. Both Canada and the EU will work through our established mechanisms to address the issues of human rights, the rule of law, and democratic principles in Zimbabwe. Canada and the EU will also strive to enhance peace and stability in the Horn of Africa, in particular in Sudan and Somalia. We will also work together in the fight against communicable diseases, in particular through our joint support of the Global Fund against AIDS, TB and Malaria.

**13.** In an era of increasing globalisation, we recognise that the economic well being of our citizens requires more intensive bilateral and international cooperation. We are encouraged, therefore, by the successful launch of WTO trade negotiations at Doha. These broad-based negotiations will re-invigorate the WTO and the world trading system. The agreements reached at Doha provide the basis for the growth and development round we have been seeking, and will provide greater opportunities and benefits for Canadians and Europeans and the developing world. We commit to work together to advance these negotiations, including work on enhancing market access, improving and extending trade rules, strengthening WTO transparency, improving coherence between environmental and trade rules, and supporting sustainable development. We also commit to providing technical assistance to help developing countries reap the benefits of the negotiations and will jointly encourage other developed countries to do the same.

**14.** At the same time, and in the spirit of the Framework Agreement, which resolved to “consolidate, deepen and diversify commercial and economic relations”, we will explore all ways to achieve our common goal of expanding our trade relationship. We will continue to reduce trade and investment barriers under the Europe-Canada Trade Initiative (ECTI), with an emphasis on regulatory issues, which have an increasing impact on our trade and which require prompt and decisive attention. Cooperation to find effective solutions is the key to avoiding these issues becoming a source of irritation in our relationship. A report on progress under the ECTI



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during the last six months has been submitted to Leaders. We welcome the progress reached in the bilateral negotiations on our trade in wines and spirits. We re-affirm our commitment to fostering business-to-business links and to developing a dialogue with our business communities on how best to increase trade and investment. In this regard, we will each conduct an extensive business survey to solicit their views. We applaud the success of the recent roundtable meeting and symposium on competition of the Canada-Europe Roundtable for Business (CERT) and look forward to their further contributions on bilateral and multilateral economic issues.



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