



COMMISSION OF THE EUROPEAN COMMUNITIES

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2005/0093 (ACC)

Proposal for a

COUNCIL DECISION

**on the conclusion of an agreement between the European Community and the Republic
of Kazakhstan on trade in certain steel products**

(presented by the Commission)

EXPLANATORY MEMORANDUM

The Community's Partnership and Cooperation Agreement (PCA) with the Republic of Kazakhstan provides that trade in certain steel products is governed by an Agreement between the Parties.

An earlier Agreement on trade between the Community and the Republic of Kazakhstan in certain steel products covered the period from July 2002 to 31 December 2004. By its Decision of 2 November 2004, the Council authorised the Commission to negotiate a new Agreement for the period 2005–2006. Negotiations have been completed successfully leading to the initialling of the new Agreement on 8 December 2004.

That new Agreement sets quantitative limits for imports into the Community of certain steel products and will apply from the date of entry into force until 31 December 2006 or until Kazakhstan's accession to the WTO, whichever date is earlier.

Proposal for a

COUNCIL DECISION

on the conclusion of an agreement between the European Community and the Republic of Kazakhstan on trade in certain steel products

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 133, in conjunction with Article 300(2) thereof,

Having regard to the proposal from the Commission¹,

Whereas:

- (1) The Partnership and Cooperation Agreement establishing a partnership between the European Communities and their Member States, of the one part and the Republic of Kazakhstan², of the other part, hereinafter referred to as “the PCA”, entered into force on 1 July 1999.
- (2) Article 17(1) of the PCA provides that trade in certain steel products is governed by Title III of that Agreement with the exception of Article 11 thereof, and by the provisions of an agreement on quantitative arrangements.
- (3) For the years 2000-2004, trade in certain steel products was the subject of agreements between the Parties to the PCA. It is therefore appropriate to conclude a new agreement which takes account of the developments in the relationship between the Parties.
- (4) The Agreement should be approved,

HAS DECIDED AS FOLLOWS:

Article 1

1. The Agreement between the European Community and the Republic of Kazakhstan on trade in certain steel products is hereby approved on behalf of the Community.
2. The text of the Agreement is attached to this Decision.

¹ OJ C , , p. .

² OJ L 196, 28.7.1999, p.3

Article 2

The President of the Council is hereby authorised to designate the person(s) empowered to sign the Agreement in order to bind the Community.

Done at Brussels,

*For the Council
The President*

ANNEX

AGREEMENT

between the European Community and the Government of the Republic of Kazakhstan on trade in certain steel products

THE EUROPEAN COMMUNITY,

of the one part, and

THE GOVERNMENT OF THE REPUBLIC OF KAZAKHSTAN,

of the other part,

being the Parties to this Agreement,

Whereas the Partnership and Cooperation Agreement (hereinafter referred to as “PCA”) between the European Communities and their Member States, on the one part, and the Republic of Kazakhstan, on the other part³, signed on 23 January 1995 has entered into force on 1 July 1999,

Whereas the European Community (hereinafter referred to as “the Community”) and the Government of the Republic of Kazakhstan (hereinafter referred to as “Kazakhstan”) are desirous to promote the orderly and equitable development of trade in steel products between the Community and Kazakhstan;

Whereas Article 17 (1) of the PCA provides that trade in certain steel products (i.e. the steel products of the former European and Coal Steel Community, hereinafter referred to as ‘ECSC’) is governed by Title III of the PCA , save for Article 11 thereof and by the provisions of an Agreement; whereas this Agreement constitutes an Agreement in the sense of Article 17 (1) of the PCA;

Whereas for the years 2000-2004, trade in these steel products was the subject of an agreement, which it is appropriate to replace with a further agreement which takes account of developments in the relationship between the Parties;

Whereas this Agreement is designed to provide a framework permitting the removal of quantitative restrictions on trade in certain steel products, provided that certain conditions are met and in particular when proper competitive conditions have been established in respect of the steel products covered by the Agreement;

³ OJ L 196, 28.07.1999, p. 3

Whereas this Agreement should be complemented by the cooperation between the Parties in respect of their steel industries, including appropriate exchanges of information, within the Contact Group as foreseen in Article 17 (2) of the PCA,

HAVE AGREED AS FOLLOWS:

Article 1

1. This Agreement applies to trade in (former ECSC) steel products.
2. Trade in steel products set out in Annex I may be subject to quantitative limits.
3. Trade in steel products not set out in Annex I shall not be subject to quantitative limits
4. In the case of steel products and subject matters which are not covered by this Agreement, the relevant provisions of the PCA shall apply.

Article 2

1. The Parties agree to establish and maintain for each calendar year quantitative limits on the Kazakh exports to the Community as set out in Annex II for the products set out in Annex I. Such exports shall be subject to a double-checking system as specified in Protocol A.
2. The Parties reiterate their commitment to achieve complete liberalisation of trade in respect of the steel products mentioned in Annex I provided that compatible competitive conditions have been established.
3. Quantitative restrictions, customs duties, charges or any similar measures on the export of ferrous scrap and waste under the Combined Nomenclature heading 7204 are prohibited among the Parties.
4. The Parties agree that imports into the Community from Kazakhstan of products mentioned in Annex I as from 1.1.2005 until the entry into force of this Agreement shall be deducted from the quantitative limits set out in Annex II.
5. Imports of quantities in excess of those mentioned in Annex II shall be authorised where the Community industry is unable to meet the internal demand which results in a shortage of supply for one or more products mentioned in Annex I. Consultations shall take place immediately at the request of either Party to determine the level of the shortage on the basis of objective evidence. Following the conclusions of the consultations , the Community shall instigate its internal procedures to increase the quantities set out in Annex II.
6. In the case where countries candidate for membership of the European Union would accede before the termination of this Agreement, the Parties agree to consider to increase the quantitative limits set out in Annex II.

7. Either Party may, at any time, request consultations concerning :

- the levels of the quantitative limits set out in Annex II, where the conditions in respect of the products mentioned in Annex I have substantially deteriorated or improved;
- the possibility of transferring unused amounts from under-utilised product groups to other groups.

Article 3

1. Imports into the customs territory of the Community for free circulation of steel products mentioned in Annex I shall be subject to the presentation of an import authorization issued by the competent authority of a Member State based on the production of an export licence issued by the authorities of Kazakhstan and to a certificate of origin in accordance with the provisions of Protocol A.

2. Imports into the customs territory of the Community of steel products mentioned in Annex I shall not be subject to the quantitative limits set out in Annex II provided they are declared to be for re-export outside the Community in the same state or after processing, within the administrative system of control which exists within the Community.

3. Carryover to the corresponding quantitative limits for the following calendar year of the amounts of quantitative limits set out in Annex II not used during the first calendar year is authorised up to 10 % of the relevant quantitative limit for the year in which it was not used. Kazakhstan shall notify the Community no later than 31 March of the following year if it intends to make use of this provision.

4. The quantitative limit for a given product group can be adjusted once in the course of a calendar year up to 10% of the quantitative limit for a given product group, subject to the consent of both Parties. Any adjustments to the quantitative limits resulting from transfers shall only affect the calendar year in progress. At the start of the following calendar year, the quantitative limits shall be those shown at Annex II, without prejudice to the provisions of paragraph 3 above. Kazakhstan shall notify the Community no later than 31 May if it intends to make use of this provision.

Article 4

1. With a view to rendering the double-checking system as effective as possible and to minimise the possibilities for abuse and circumvention:

- the Kazakh authorities shall inform the Community authorities by the 28th of each month of the export licences issued during the preceding month;
- the Community authorities shall inform the Kazakh authorities by the 28th of each month of the import authorisations issued during the preceding month.

In the event of any significant discrepancy taking account of the time factors involved in respect of such information, either Party may request consultations which shall be opened immediately.

2. Without prejudice to paragraph 1 and with a view to ensuring the effective functioning of this Agreement, both Parties agree to take all necessary steps to prevent, to investigate and to take any necessary legal and/or administration action against circumvention by transshipment, re-routing, false declaration concerning the country or place of origin, falsification of documents, false declaration concerning quantities description or classification of merchandise and by whatever other means. Accordingly, the Parties agree to establish the necessary legal provisions and administrative procedures permitting effective action to be taken against such circumvention, which shall include the adoption of legally binding corrective measures against exporters and/or importers involved.

3. Should either Party believe on the basis of information available that this Agreement is being circumvented, it may request consultations with the other Party which shall be held immediately.

4. Pending the results of the consultations referred to in paragraph 3, and if requested by the Community and on provision of sufficient evidence, Kazakhstan shall ensure that any adjustments of the quantitative limits which may result from such consultations, are carried out for the calendar year in which the request for consultations under paragraph 3 was made, or for the following year, if the limit for that calendar year is exhausted.

5. Should the Parties be unable in the course of the consultations referred to in paragraph 3 to reach a mutually satisfactory solution, the Community shall have the right, where there is sufficient evidence that steel products covered by this Agreement originating in Kazakhstan have been imported in circumvention of this Agreement, to set off the relevant quantities against the quantitative limits set out in Annex II.

6. Should the Parties be unable in the course of the consultations referred to in paragraph 3 to reach a mutually satisfactory solution, the Community shall have the right, where sufficient evidence shows false declaration concerning quantities description or classification has occurred, to refuse to import the products in question.

7. The Parties agree to cooperate fully to prevent and to address effectively all problems arising from circumvention of this Agreement.

Article 5

1. The quantitative limits set out in Annex II on imports into the Community of the steel products set out in Annex I shall not be broken down by the Community into regional shares.

2. The Parties shall cooperate in order to prevent sudden and prejudicial changes in traditional trade flows into the Community. Should a sudden and prejudicial change in traditional trade flows arise (including regional concentration or the loss of traditional supplies), the

Community will be entitled to request consultations in order to find a satisfactory solution to the problem. Such consultations shall be held immediately.

3. Kazakhstan shall endeavour to ensure that exports into the Community of steel products mentioned in Annex I are spaced out as evenly as possible over the year. Should a sudden and prejudicial surge of imports arise, the Community will be entitled to request consultations in order to find a satisfactory solution to the problem. Such consultations shall be held immediately.

4. In addition to the obligation contained in paragraph 3, where licences issued by the Kazakh authorities have reached 90 % of the quantitative limits for the calendar year in question, either Party may request consultations concerning the quantitative limits for that year. Such consultations shall be held immediately. Pending the outcome of such consultations the Kazakh authorities may continue to issue export licences for the products covered by this Agreement provided they do not exceed the quantities set out in Annex II.

Article 6

1. Where any product covered by this Agreement is being imported into the Community from Kazakhstan under such conditions as to cause or threaten to cause substantial injury to Community producers of like products, the Community shall supply Kazakhstan with all relevant information with a view to seeking a solution acceptable to both Parties. The Parties shall commence consultations immediately.

2. Should the consultations referred to in paragraph 1 above fail to lead to agreement within 30 days of the Community's request for consultations, the Community may utilise the right to take action concerning safeguard measures pursuant to the provisions of the PCA.

3. Notwithstanding the provisions of this Agreement, the provisions of Article 13.6 of the PCA shall apply.

Article 7

1. The classification of the products covered by this Agreement is based on the tariff and statistical nomenclature of the Community (hereinafter called the 'combined nomenclature', or in abbreviated form 'CN') and any amendments thereof. Any amendment to the combined nomenclature (CN) made in accordance with the procedures in force in the Community concerning the products covered by this Agreement or any decision relating to the classification of goods shall not have the effect of reducing the quantitative limits set out in Annex II.

2. The origin of the products covered by this Agreement shall be determined in accordance with the rules in force in the Community. Any amendment to these rules of origin shall be communicated to Kazakhstan and shall not have the effect of reducing the quantitative limits set out in Annex II. The procedures for control of the origin of the products referred to above are laid down in Protocol A.

Article 8

1. Without prejudice to the periodic exchange of information on export licences and import authorisations pursuant to Article 4 (1) of this Agreement, the Parties agree to exchange full statistical information relating to the products mentioned in Annex I at appropriate intervals taking account of the shortest periods in which the information in question is prepared which shall cover export licences and import authorisations issued pursuant to Article 3 of this Agreement, import and export statistics in respect of the products in question.
2. Either Party may request consultations in the event of any significant discrepancy between the information exchanged.

Article 9

1. Without prejudice to provisions concerning consultations foreseen in respect of specific circumstances in preceding Articles, consultations shall be held on any problems arising from the application of this Agreement at the request of either of the Parties. Any consultations shall take place in a spirit of cooperation and with a desire to reconcile the differences between the Parties.
2. Where this Agreement provides that consultations shall be held immediately, the Contracting Parties undertake to use all reasonable means to ensure that this is achieved.
3. All other consultations shall be governed by the following provisions:
 - any request for consultations shall be notified in writing to the other Party,
 - where appropriate, the request shall be followed within a reasonable period by a report setting out the reasons for the consultations,
 - consultations shall begin within one month from the date of the request,
 - consultations shall arrive at a mutually acceptable result within one month of their commencement, unless the period is extended by agreement between the Parties.
4. Specific additional consultations may also be held by agreement between the Parties.

Article 10

Both Parties aim at achieving complete liberalisation of trade in steel products and recognize that it is an important condition for promoting trade between them that competition, state aid and environment provisions applicable within each Party must be compatible. To this end, and upon request from Kazakhstan the Community shall provide technical assistance to help Kazakhstan to adopt and implement legislative provisions compatible with those adopted and applied by the Community. Such assistance shall be specified in projects to be agreed by both Parties and identifying clearly, inter alia, the objectives, the means and the calendar.

Article 11

1. This Agreement shall enter into force on the day of its signature. It shall be applicable until 31 December 2006 unless it is denounced or terminated in accordance with, respectively, the provisions of paragraph 3 or 4 of this Article.
2. Either Party may at any time propose modifications to this Agreement which at the request of either Party shall be the subject of consultations.
3. Either Party may denounce this Agreement, provided that at least six months' notice is given. In that event, the Agreement shall come to an end on the expiry of the period of notice and the quantitative limits in the Community established in Annex 2 of this Agreement shall be reduced on a pro rata basis up to the date on which denunciation takes effect unless the Parties decide otherwise.
4. In the event that Kazakhstan accedes to the WTO before the expiration of this Agreement, the Agreement shall be terminated as of the date of accession.
5. The Community reserves the right at all times to take all appropriate measures including, where the Parties are unable to reach a mutually satisfactory solution in the consultations foreseen in previous Articles or where this Agreement is denounced by either Party, the reintroduction of a system of autonomous quotas in respect of exports from Kazakhstan of the products mentioned in Annex I.
6. The Annexes and Protocol A attached to this Agreement shall form an integral part thereof.

Article 12

This Agreement shall be drawn up in duplicate in the Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Slovak, Slovenian, Spanish, Swedish, Kazakh and Russian languages, each of these texts being equally authentic.

Done at, on

For the European Community

For the Government of the Republic of Kazakhstan

ANNEX I

SA Flat-rolled products

<i>SA1. Coils</i>	<i>SA2. Heavy Plate</i>	<i>SA3. Other flat rolled products</i>		
7208 10 00 00	7208 40 00 10	7208 40 00 90	7210 70 80 10	7219 22 90 00
7208 25 00 00	7208 51 20 10	7208 53 90 00	7210 90 30 10	7219 23 00 00
7208 26 00 00	7208 51 20 91	7208 54 00 00	7210 90 40 10	7219 24 00 00
7208 27 00 00	7208 51 20 93		7210 90 80 91	7219 31 00 00
7208 36 00 00	7208 51 20 97	7208 90 00 10	7211 14 00 90	
7208 37 00 10				
7208 37 00 90	7208 51 20 98	7209 15 00 00	7211 19 00 90	7219 32 10 00
7208 38 00 10				
7208 38 00 90	7208 51 91 10	7209 16 10 00	7211 23 20 10	7219 32 90 00
7208 39 00 10				
7208 39 00 90	7208 51 91 90	7209 16 90 00	7211 23 30 10	
7211 14 00 10	7208 51 98 10	7209 17 10 00	7211 23 30 91	7219 33 10 00
7211 19 00 10	7208 51 98 91	7209 17 90 00	7211 23 80 10	7219 33 90 00
7219 11 00 00	7208 51 98 99	7209 18 10 00	7211 23 80 91	
7219 12 10 00	7208 52 91 10	7209 18 91 00	7211 29 00 10	7219 34 10 00
7219 12 90 00	7208 52 91 90	7209 18 99 00	7211 90 00 11	7219 34 90 00
7219 13 10 00	7208 52 10 00	7209 25 00 00	7212 10 10 00	
7219 13 90 00	7208 52 99 00	7209 26 10 00	7212 10 90 11	7219 35 10 00
7219 14 10 00	7208 53 10 00	7209 26 90 00	7212 20 00 11	7219 35 90 00
7219 14 90 00	7211 13 00 00	7209 27 10 00	7212 30 00 11	
7225 20 00 10		7209 27 90 00	7212 40 20 10	7225 40 12 90
7225 30 10 00		7209 28 10 00	7212 40 20 91	7225 40 90 00
7225 30 90 00		7209 28 90 00	7212 40 80 11	
		7209 90 00 10	7212 50 20 11	
		7210 11 00 10	7212 50 30 11	
		7210 12 20 10	7212 50 40 11	
		7210 12 80 10	7212 50 61 11	
		7210 20 00 10	7212 50 69 11	
		7210 30 00 10	7212 50 90 13	
		7210 41 00 10		
		7210 49 00 10	7212 60 00 11	
		7210 50 00 10	7212 60 00 91	
		7210 61 00 10	7219 21 10 00	
		7210 69 00 10	7219 21 90 00	
		7210 70 10 10	7219 22 10 00	

ANNEX II

QUANTITATIVE LIMITS

Products	(Tonnes)	
	2005	2006
<u>SA. Flat products</u>		
SA1. Coils	85000	87125
SA2. Heavy plate	0	0
SA3. Other flat products	115000	117875

Agreed minute

In the context of this Agreement, the Parties agree that:

- in pursuance of the exchange of information foreseen in Article 4 (1) concerning export licences and import authorisations the parties will supply that information by reference to the Member States in addition to the Community as a whole,
- pending the satisfactory outcome of the consultations foreseen by Article 5 (2), Kazakhstan will cooperate, if so requested by the Community, by not issuing export licences that would further aggravate the problems resulting from sudden and prejudicial changes in traditional trade flows; and
- Kazakhstan will take due account of the sensitive nature of small regional markets within the Community both as regards their traditional needs for supplies and the avoidance of regional concentrations.

PROTOCOL A

TITLE I

CLASSIFICATION

Article 1

1. The competent authorities of the Community undertake to inform Kazakhstan of any changes in the combined nomenclature (CN) in respect of products covered by the Agreement before the date of their entry into force in the Community.

2. The competent authorities of the Community undertake to inform the competent authorities of Kazakhstan of any decisions relating to the classification of products covered by the Agreement within one month of their adoption at the latest.

Such a description shall include:

(a) a description of the products concerned,

(b) the relevant CN codes,

(c) the reasons which have led to the decision.

3. Where a decision on classification results in a change of classification practice of any product covered by the Agreement, the competent authorities of the Community shall provide 30 days' notice, from the date of the Community's communication, before the decision is put into effect. Products shipped before the date of entry into effect of the decision shall remain subject to the earlier classification practice, provided that the goods in question are presented for importation into the Community within 60 days of that date.

4. Where a Community decision on classification resulting in a change of classification practice of any product covered by the Agreement affects a category subject to quantitative limits, the Parties agree to enter into consultations in accordance with the procedures described in Article 9 (3) of the Agreement with a view to honouring the obligation contained in Article 7 (1) of the Agreement.

5. In case of divergent opinions between the competent authorities of Kazakhstan and the Community at the point of entry into the Community on the classification of products covered by the Agreement, classification shall provisionally be based on indications provided by the Community, pending consultations in accordance with Article 9 with a view to reaching agreement on the definitive classification of the products concerned.

TITLE II

ORIGIN

Article 2

1. Products originating in Kazakhstan according to the Community Regulations in force for export to the Community in accordance with the arrangements established by the Agreement shall be accompanied by a certificate of Kazakh origin conforming to the model annexed to this Protocol.

2. The certificate of origin shall be certified by the Kazakh organisations authorised for such purposes under Kazakh legislation as to whether the products in question can be considered as products originating in Kazakhstan.

Article 3

The certificate of origin shall be issued only on application having been made in writing by the exporter or, under the exporter's responsibility, by his authorised representative. The Kazakh organisations authorised for such purposes under Kazakh legislation shall ensure that the certificate of origin is properly completed and for this purpose they shall call for any necessary documentary evidence or carry out any check which they consider appropriate.

Article 4

The discovery of slight discrepancies between the statements made in the certificate of origin and those made in the documents produced to the customs office for the purpose of carrying out the formalities for importing the products shall not ipso facto cast doubt upon the statements in the certificate.

TITLE III

DOUBLE-CHECKING SYSTEM FOR PRODUCTS SUBJECT TO QUANTITATIVE LIMITS

SECTION I

Exportation

Article 5

The appropriate Kazakh governmental authorities shall issue an export licence in respect of all consignments from Kazakhstan of steel products covered by the Agreement up to the quantitative limits set out in Annex II of the Agreement.

Article 6

1. The export licence shall conform to the model annexed to this Protocol and it shall be valid for exports throughout the customs territory of the Community.
2. Each export licence must certify inter alia that the quantity of the product in question has been set off against the relevant quantitative limit established for the product concerned in Annex II of the Agreement.

Article 7

The competent authorities of the Community must be informed immediately of the withdrawal or modification of any export licence already issued.

Article 8

1. Exports shall be set off against the quantitative limits established for the year in which the shipment of goods has been effected even if the export licence is issued after such shipment.
2. For the purposes of applying paragraph 1, shipment of goods is considered to have taken place on the date of their loading onto the exporting transport.

Article 9

The presentation of an export licence, in application of Article 11, shall be effected not later than 31 March of the year following that in which the goods covered by the licence have been shipped.

SECTION II

Importation

Article 10

The release for free circulation into the Community of steel products subject to quantitative limits shall be subject to the presentation of an import authorisation.

Article 11

1. The competent authorities of the Community shall issue the import authorisation referred to in Article 10 above within ten working days of the presentation by the importer of the original of the corresponding export licence.
2. The import authorisations shall be valid for four months from the date of their issue for imports throughout the customs territory of the Community.

3. The competent authorities of the Community shall cancel the import authorisation already issued whenever the corresponding export licence has been withdrawn. However, if the competent authorities of the Community are notified of the withdrawal or the cancellation of the export licence only after the release for free circulation of the products into the Community, the relevant quantities shall be set off against the limits established for the product.

Article 12

If the competent authorities of the Community find that the total quantities covered by export licences issued by the competent authorities of Kazakhstan exceed the relevant quantitative limit established for products covered by Annex II of the Agreement the Community authorities shall suspend the further issue of import authorisations in respect of products covered by the quantitative limit in question. In this event, the competent authorities of the Community shall immediately inform the authorities of Kazakhstan and immediate consultations pursuant to Article 9 (2) of the Agreement shall be initiated.

TITLE IV

FORM AND PRODUCTION OF EXPORT LICENCES AND CERTIFICATES OF ORIGIN, AND COMMON PROVISIONS CONCERNING EXPORTS TO THE COMMUNITY

Article 13

1. The export licence and the certificate of origin may comprise additional copies duly indicated as such. They shall be made out in English. If they are completed by hand, entries must be in ink and in printed script.

These documents shall measure 210 x 297 mm. The paper used shall be white writing paper, sized, not containing mechanical pulp, and weighing not less than 25 g/m². If the documents have several copies only the top copy, which is the original, shall be printed with the guilloche pattern background. This copy shall be clearly marked 'original' and the other copies 'copies'. Only the original shall be accepted by the competent authorities of the Community as being valid for the purpose of export to the Community in accordance with the provisions of the Agreement.

2. Each document shall bear a standardised serial number, whether or not printed, by which it can be identified.

This number shall be composed of the following elements:

- two letters identifying the exporting country as follows: KZ = Kazakhstan,
- two letters identifying the intended Member State of customs clearance as follows:

BE = Belgium
CZ = Czech Republic
DK = Denmark
DE = Germany
EE = Estonia
EL = Greece
ES = Spain
FR = France
IE = Ireland
IT = Italy
CY = Cyprus
LV = Latvia
LT = Lithuania
LU = Luxembourg
HU = Hungary
MT = Malta
NL = Netherlands
AT = Austria
PL = Poland
PT = Portugal
SI = Slovenia
SK = Slovakia
FI = Finland
SE = Sweden
GB = United Kingdom,

- a one-digit number identifying the year in question corresponding to the last figure in the year, e.g. "5" for 2005,

- a two-digit number from 01 to 99, identifying the particular issuing office concerned in exporting country,

- a five-digit number running consecutively from 00001 to 99999 allocated to the intended Member State of customs clearance.

Article 14

The export licence and the certificate of origin may be issued after the shipment of the products to which they relate. In such cases, they must bear the endorsement 'issued retrospectively'.

Article 15

1. In the event of the theft, loss or destruction of an export licence or a certificate of origin, the exporter may apply to the Kazakh governmental authorities competent to issue licences or to the Kazakh organisations authorised to issue certificates of origin under Kazakh legislation, respectively, for a duplicate to be made out on the basis of the export documents in his possession. The duplicate of any such certificate or licence so issued shall bear the endorsement 'duplicate'.

2. The duplicate shall bear the date of the original export licence or certificate of origin.

TITLE V

ADMINISTRATIVE COOPERATION

Article 16

The Parties shall cooperate closely in the implementation of the provisions of this Protocol. To this end, contacts and exchanges of views, including on technical matters, shall be facilitated by both Parties.

Article 17

In order to ensure the correct application of this Protocol, the Parties shall offer mutual assistance for the checking of the authenticity and the accuracy of export licences and certificates of origin issued or of any declarations made within the terms of this Protocol.

Article 18

Kazakhstan shall send the Community (European Commission) the names and addresses of the competent Kazakh authorities which are authorised to issue and to verify export licences and certificates of origin together with specimens of the stamps and signatures they use.

Kazakhstan shall also notify the Community (European Commission) of any change in this information.

Article 19

1. Subsequent verification of certificates of origin or export licences shall be carried out at random, or whenever the competent Community authorities have reasonable doubt as to the authenticity of the certificate or licence or as to the accuracy of the information regarding the true origin of the products in question.

2. In such cases, the competent authorities in the Community shall return the certificate of origin or the export licence or a copy thereof to the appropriate Kazakh authorities giving, where appropriate, the reasons of form or substance which justify an enquiry. If the invoice has been submitted, such invoice or a copy thereof shall be attached to the certificate or to the licence or their copies. The authorities shall also forward any information that has been obtained suggesting that the particulars given on the said certificate or licence are inaccurate.

3. The provisions of paragraph 1 above shall also apply to subsequent verifications of the certificates of origin provided for in Article 2 of this Protocol.

4. The results of the subsequent verifications carried out in accordance with paragraphs 1 and 2 above shall be communicated to the competent authorities of the Community within three months at the latest. The information communicated shall indicate whether the disputed certificate, licence or declaration, applies to the goods actually exported and whether these goods are eligible for export under the arrangements established by the Agreement. The information shall also include, at the request of the Community, copies of all the documentation necessary to fully determine the facts, and in particular the true origin of the goods.

Should such verifications reveal systematic irregularities in the use of certificates of origin, the Community may subject imports of the products in question to the provisions of Article 2 (1) of this Protocol.

5. For the purpose of subsequent verification of certificates of origin, copies of the certificates as well as any export documents referring to them shall be kept by the appropriate Kazakh authorities for at least one year following the end of the Agreement.

6. Recourse to the random verification procedure specified in this Article must not constitute an obstacle to the release for free circulation of the products in question.

Article 20

1. Where the verification procedure referred to in Article 19 or where information available to the competent authorities of the Community or of Kazakhstan indicates or appears to indicate that the provisions of the Agreement are being circumvented or infringed, the two Parties

shall cooperate closely and with the appropriate urgency in order to prevent any such circumvention or infringement.

2. To this end, the appropriate Kazakh authorities shall, on their own initiative or at the request of the Community, carry out appropriate inquiries, or arrange for such inquiries to be carried out, concerning operations which are, or appear to the Community to be, in circumvention or infringement of this Protocol. Kazakhstan shall communicate the results of these inquiries to the Community, including any other pertinent information enabling the cause of the circumvention or infringement, including the true origin of the goods to be determined.

3. By agreement between the Parties, officials designated by the Community may be present at the inquiries referred to in paragraph 2 above.

4. In pursuance of the cooperation referred to in paragraph 1 above, the competent authorities of the Community and Kazakhstan shall exchange any information considered by either Party to be of use in preventing circumvention or infringement of the provisions of the Agreement. These exchanges may include information on the trade in the type of products covered by the Agreement between Kazakhstan and third countries, particularly where the Community has reasonable grounds to consider that the products in question may be in transit across the territory of Kazakhstan prior to their importation into the Community. This information may include at the request of the Community copies of all relevant documentation, where available.

5. Where sufficient evidence shows that the provisions of this Protocol have been circumvented or infringed, the competent authorities of Kazakhstan and the Community may agree to take any measures as are necessary to prevent a recurrence of such circumvention or infringement.

EXPORT LICENCE

1 Exporter (name, full address, country)	ORIGINAL		2 No	
	3 Year		4 Product group	
5 Consignee (name, full address, country)	EXPORT LICENCE (steel products)			
	6 Country of origin		7 Country of destination	
8 Place and date of shipment – means of transport	9 Supplementary details			
10 Description of goods - manufacturer	11 CN code	12 Quantity ⁽¹⁾	13 Fob value ⁽²⁾	
14 CERTIFICATION BY THE COMPETENT AUTHORITY				
I, the undersigned, certify that the goods described above have been charged against the quantitative limit established for the year shown in box No 3 in respect of the Product group shown in box No 4 by the provisions regulating trade in certain steel products with the European Community.				
15 Competent authority (name, full address, country)	At on			
	(Signature)		(Stamp)	

(1) Show net weight (kg) and also quantity in the unit prescribed where other than net weight.

(2) In the currency of the sale contract.

EXPORT LICENCE

1 Exporter (name, full address, country)	COPY		2 No	
	3 Year		4 Product group	
5 Consignee (name, full address, country)	EXPORT LICENCE (steel products)			
	6 Country of origin		7 Country of destination	
8 Place and date of shipment – means of transport	9 Supplementary details			
10 Description of goods - manufacturer	11 CN code	12 Quantity ⁽¹⁾	13 Fob value ⁽²⁾	
14 CERTIFICATION BY THE COMPETENT AUTHORITY				
I, the undersigned, certify that the goods described above have been charged against the quantitative limit established for the year shown in box No 3 in respect of the Product group shown in box No 4 by the provisions regulating trade in certain steel products with the European Community.				
15 Competent authority (name, full address, country)	At on (Signature) (Stamp)			

(1) Show net weight (kg) and also quantity in the unit prescribed where other than net weight.

(2) In the currency of the sale contract.

CERTIFICATE OF ORIGIN

1 Exporter (name, full address, country)	ORIGINAL		2 No	
	3 Year		4 Product group	
5 Consignee (name, full address, country)	CERTIFICATE OF ORIGIN (steel products)			
	6 Country of origin		7 Country of destination	
8 Place and date of shipment – means of transport	9 Supplementary details			
10 Description of goods - manufacturer	11 CN code	12 Quantity ⁽¹⁾	13 Fob value ⁽²⁾	
14 CERTIFICATION BY THE COMPETENT AUTHORITY				
I, the undersigned, certify that the goods described above originated in the country shown in box No 6, in accordance with the provisions in force in the European Community.				
15 Competent authority (name, full address, country)	At on			
	(Signature)	(Stamp)		

(1) Show net weight (kg) and also quantity in the unit prescribed where other than net weight.

(2) In the currency of the sale contract.

CERTIFICATE OF ORIGIN

1 Exporter (name, full address, country)	COPY		2 No	
	3 Year		4 Product group	
5 Consignee (name, full address, country)	CERTIFICATE OF ORIGIN (steel products)			
	6 Country of origin		7 Country of destination	
8 Place and date of shipment – means of transport	9 Supplementary details			
10 Description of goods - manufacturer	11 CN code	12 Quantity ⁽¹⁾	13 Fob value ⁽²⁾	
14 CERTIFICATION BY THE COMPETENT AUTHORITY				
I, the undersigned, certify that the goods described above originated in the country shown in box No 6, in accordance with the provisions in force in the European Community.				
15 Competent authority (name, full address, country)	At on			
	(Signature)	(Stamp)		

(1) Show net weight (kg) and also quantity in the unit prescribed where other than net weight.

(2) In the currency of the sale contract.