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I

(Information)

COMMISSION

ECU ([1])

30 July 1985

(85/C 191/01)

Currency amount for one unit:

Currency	Amount
Belgian and Luxembourg franc con.	45,2816
Belgian and Luxembourg franc fin.	45,7807
German mark	2,24364
Dutch guilder	2,52250
Pound sterling	0,556705
Danish krone	8,07045
French franc	6,82750
Italian lira	1504,17
Irish pound	0,716591
Greek drachma	103,801
United States dollar	0,792191
Swiss franc	1,82695
Spanish peseta	130,751
Swedish krona	6,58628
Norwegian krone	6,53637
Canadian dollar	1,07073
Portuguese escudo	131,900
Austrian schilling	15,7725
Finnish markka	4,71433
Japanese yen	188,304
Australian dollar	1,10027
New Zealand dollar	1,50178

The Commission has installed a telex with an automatic answering device which gives the conversion rates in a number of currencies. This service is available every day from 3.30 p.m. until 1 p.m. the following day.

Users of the service should do as follows:

- call telex number Brussels 23789;
- give their own telex code;
- type the code 'cccc' which puts the automatic system into operation resulting in the transmission of the conversion rates of the ECU;
- the transmission should not be interrupted until the end of the message, which is marked by the code 'ffff'.

Note: The Commission also has an automatic telex answering service (No 21791) providing daily data on calculation of monetary compensatory amounts for the purposes of the common agricultural policy.

([1]) Council Regulation (EEC) No 3180/78 of 18 December 1978 (OJ No L 379, 30. 12. 1978, p. 1), as amended by Regulation (EEC) No 2626/84 (OJ No L 247, 16. 9. 1984, p. 1).

Council Decision 80/1184/EEC of 18 December 1980 (Convention of Lomé) (OJ No L 349, 23. 12. 1980, p. 34).

Commission Decision No 3334/80/ECSC of 19 December 1980 (OJ No L 349, 23. 12. 1980, p. 27).

Financial Regulation of 16 December 1980 concerning the general budget of the European Communities (OJ No L 345, 20. 12. 1980, p. 23).

Council Regulation (EEC) No 3308/80 of 16 December 1980 (OJ No L 345, 20. 12. 1980, p. 1).

Decision of the Council of Governors of the European Investment Bank of 13 May 1981 (OJ No L 311, 30. 10. 1981, p. 1).

Recapitulation of current tenders, published in the *Supplement to the Official Journal of the European Communities,* financed by the European Economic Community under the European Development Fund (EDF) or the European Communities budget

(week: 23 to 27 July 1985)

(85/C 191/02)

Invitation to tender No	Number and date of 'S' Journal	Country	Subject	Final date for submission of bids
2272	No S 139, 24. 7. 1985	Bolivia	BO-La Paz: bridge reconstruction	1. 10. 1985
2276	No S 141, 26. 7. 1985	Jordan	JO-Amman: various supplies	30. 9. 1985

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

(85/C 191/03)

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 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 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 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.'

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

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 delegation 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.

COURT OF JUSTICE

JUDGMENT OF THE COURT

(Second Chamber)

of 4 July 1985

in Case 51/84 (reference for a preliminary ruling made by the Finanzgericht Baden-Württemberg): Land Niedersachsen v. Hauptzollamt Friedrichshafen (1)

(CCT — Duty-free admission for scientific instruments and apparatus — Accessories)

(85/C 191/04)

(Language of the case: German)

(Provisional translation; the definitive translation will be published in the Reports of Cases before the Court)

In Case 51/84: reference to the Court under Article 177 of the EEC Treaty by the Finanzgericht Baden-Württemberg [Finance Court of Baden-Württemberg] for a preliminary ruling in the proceedings pending before that court between Land Niedersachsen [Land of Lower Saxony] (represented by Georg-August-Universität Göttingen) and Hauptzollamt Friedrichshafen — on the interpretation of Article 3 of Council Regulation (EEC) No 1798/75 of 10 July 1975 on the importation free of Common Customs Tariff duties of educational, scientific and cultural materials (Official Journal 1975 No L 184, p. 1) — the Court (Second Chamber), composed of O. Due, President of Chamber, P. Pescatore and K. Bahlmann, Judges; G. F. Mancini, Advocate-General, J. A. Pompe, Deputy Registrar, gave a judgment on 4 July 1985, the operative part of which is as follows:

The terms 'scientific instruments and apparatus which qualify for duty-free admission', contained in Article 3 (2) of Council Regulation (EEC) No 1798/75 of 10 July 1975, must be interpreted as meaning that accessories may be imported free of customs duties only if they are intended for instruments or apparatus which themselves benefit or have benefited from duty-free admission. Where, however, an accessory is intended to be incorporated into an instrument or apparatus constructed in the Community, duty-free admission cannot be granted.

(1) OJ No C 80, 21. 3. 1984, p. 10.

JUDGMENT OF THE COURT

(Third Chamber)

of 4 July 1985

in Case 134/84: Calvin E. Williams v. Court of Auditors of the European Communities (1)

(Request for reclassification in step — Implementation of the judgment of the Court of 6 October 1982 in Case 9/81)

(85/C 191/05)

(Language of the case: French)

(Provisional translation; the definitive translation will be published in the Reports of Cases before the Court)

In Case 134/84: Calvin E. Williams, represented by Victor Biel, of the Luxembourg Bar, 18a rue des Glacis, Luxembourg against the Court of Auditors of the European Communities (Agent: Jean-Aimé Stoll, assisted by Lucette Defalque of the Brussels Bar) — application for the annulment of the decision of the Court of Auditors of 10 November 1983 giving effect to the judgment of the Court of Justice of 6 October 1982 (Case 9/81, [1981] ECR 3301) and granting to the applicant a reclassification which he considers to be inadequate — the Court (Third Chamber), composed of C. Kakouris, President of Chamber, and Y. Galmot, Judges; G. F. Mancini, Advocate-General; D. Loutermann, Administrator, for the Registrar, gave a judgment on 4 July 1985, the operative part of which is as follows:

1. *The application is dismissed.*
2. *The parties shall pay their own costs.*

(1) OJ No C 151, 9. 6. 1984.

JUDGMENT OF THE COURT

(Third Chamber)

of 4 July 1985

in Case 167/84 (reference for a preliminary ruling made by the Bundesfinanzhof): Hauptzollamt Bremen-Freihafen v. Firma J. Henr. Drünert (1)

(Common Customs Tariff — Balsa wood)

(85/C 191/06)

(Language of the case: German)

(Provisional translation; the definitive translation will be published in the Reports of Cases before the Court)

In Case 167/84: reference to the Court under Article 177 of the EEC Treaty by the Bundesfinanzhof [Federal

(1) OJ No C 196, 25. 7. 1984.

Finance Court] for a preliminary ruling in the proceedings pending before that court between Hauptzollamt Bremen Freihafen [Principal Customs Office, Bremen Free Port] and Firma J. Henr. Drünert — on the interpretation of headings No 44.05 and No 44.13 of the Common Customs Tariff for the purposes of the classification of balsa planks — the Court (Third Chamber), composed of C. Kakouris, President of Chamber, U. Everling and Y. Galmot, Judges; M. Darmon, Advocate-General; H. A. Rühl, Principal Administrator, for the Registrar, gave a judgment on 4 July 1985, the operative part of which is as follows:

Headings No 44.05 and No 44.13 of the Common Customs Tariff must be interpreted as meaning that the fact that there are no saw marks on wood that has been sawn lengthwise means that the wood no longer falls under heading No 44.05 but under heading No 44.13 unless it is established that, having regard to the particularities of the wood in question and the state of development of wood processing techniques, the absence of such marks is the result of a process purely incidental to the sawing which is necessary for technical reasons and is not intended to facilitate the subsequent use of the wood by removing those traces.

It is for the national court to determine whether, on the basis of that interpretation, balsa wood sawn lengthwise, of a thickness exceeding 5 mm, on two opposite sides of which no saw marks are now visible, may be classified under heading No 44.05.

JUDGMENT OF THE COURT

(Second Chamber)

of 4 July 1985

in Case 168/84 (reference for a preliminary ruling made by the Finanzgericht Hamburg): Gunter Berkholz v. Finanzamt Hamburg-Mitte-Altstadt [1]

(Sixth Directive on the harmonization of VAT — Fixed establishment)

(85/C 191/07)

(Language of the case: German)

(Provisional translation; the definitive translation will be published in the Reports of Cases before the Court)

In Case 168/84: reference to the Court under Article 177 of the EEC Treaty by the Finanzgericht [Finance Court] Hamburg for a preliminary ruling in the proceedings pending before that court between Gunter Berkholz, the proprietor of the individually owned undertaking abe-Werbung Alfred Berkholz, whose registered office is at Hamburg, and the Finanzamt [Tax Office] Hamburg-Mitte-Altstadt — on the interpretation of Articles 9 (1) and 15 (8) of the Sixth Council Directive No 77/388/EEC of 17 May 1977 on the harmonization of the laws of the Member States relating to turnover taxes — Common system of value-added tax: uniform basis of assessment — the Court (Second Chamber), composed of O. Due, President of Chamber, P. Pescatore and K. Bahlmann, Judges; G. F. Mancini, Advocate-General; for the Registrar, H. A. Rühl, Principal Administrator, gave a judgment on 4 July 1985, the operative part of which is as follows:

1. *Article 9 (1) of the Sixth Council Directive 77/388/EEC of 17 May 1977 on the harmonization of the laws of the Member States relating to turnover taxes — Common system of value-added tax: uniform basis of assessment must be interpreted as meaning that facilities for conducting a business such as the operation of gambling machines on board a ship sailing on the high seas outside the territory of the country may be regarded as a fixed establishment within the meaning of that provision only if the establishment requires a permanent combination of human and technical resources necessary for the provision of the services in question and if it is impractical to connect those services with the place where the supplier has established his business.*

2. *Article 15 (8) of the Sixth Directive must be interpreted as meaning that the exemption for which it provides does not apply to the operation of gambling machines installed on board the sea-going vessels referred to in that Article.*

[1] OJ No C 196, 25. 7. 1984.

JUDGMENT OF THE COURT

(Second Chamber)

of 4 July 1985

in Case 220/84 (reference for a preliminary ruling made by the Bundesgerichtshof): AS-Autoteile Service GmbH v. Pierre Malhé [1]

(Enforcement of judgments — Jurisdiction of the courts of the place of enforcement)

(85/C 191/08)

(Language of the case: German)

(Provisional translation; the definitive translation will be published in the Reports of Cases before the Court)

In Case 220/84: reference to the Court by the Bundesgerichtshof [Federal Court of Justice], under Article 3 of the Protocol of 3 June 1971 on the interpretation by the Court of Justice of the Convention of 27 September 1968 on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters, for a preliminary ruling in the proceedings pending before that court between AS-Autoteile Service GmbH, a company incorporated under German law, whose head office is at Bühl, Federal Republic of Germany, and Pierre Malhé, a businessman who resides at Saleux, France — on the interpretation of Article 16 (5) of the Convention of 27 September 1968 on Jurisdiction and the Enforcement of

[1] OJ No C 255, 22. 9. 1984.

Judgments in Civil and Commercial Matters — the Court (Second Chamber), composed of O. Due, President of Chamber, P. Pescatore and K. Bahlmann, Judges; C. O. Lenz, Advocate-General; D. Louterman, Administrator, for the Registrar, gave a judgment on 4 July 1985, the operative part of which is as follows:

Actions to oppose enforcement, as provided for under Paragraph 767 of the German Code of Civil Procedure, do fall within the jurisdiction provision contained in Article 16 (5) of the Convention; that provision does not however make it possible, in an action to oppose enforcement brought before the courts of the Contracting State in which enforcement is to take place, to plead a set-off between the right whose enforcement is being sought and a claim over which the courts of that State would have no jurisdiction if it were raised independently.

ORDER OF THE COURT

of 8 May 1985

in Case 256/84: Koyo Seiko Co. Ltd v. Council and Commission of the European Communities [1]

(85/C 191/09)

(Language of the case: French)

(Provisional translation; the definitive translation will be published in the Reports of Cases before the Court)

In Case 256/84: Koyo Seiko Co. Ltd against Council and Commission of the European Communities — the Court, composed of Lord Mackenzie Stuart, President, G. Bosco, O. Due and C. Kakouris (Presidents of Chambers), P. Pescatore, T. Koopmans, U. Everling, K. Bahlmann, Y. Galmot, R. Joliet and T. F. O'Higgins, Judges; G. F. Mancini, Advocate-General; P. Heim, Registrar, made an order on 8 May 1985, the operative part of which is as follows:

1. *The application is dismissed in so far as it is directed against the Commission.*

2. *The applicant is ordered to pay the costs relating to the objection of inadmissibility raised in pursuance of Article 91 of the Rules of Procedure.*

[1] OJ No C 315, 27. 11. 1984.

Action brought on 30 April 1985 by the Commission of the European Communities against the Hellenic Republic

(Case 124/85)

(85/C 191/10)

An action against the Hellenic Republic was brought before the Court of Justice of the European Communities on 30 April 1985 by the Commission of the European Communities, represented by Xenophon Yataganas, a member of the Commission's Legal Department, with an address for service in Luxembourg at the office of G. Kremlis, also a member of the Commission's Legal Department, Jean Monnet Building, Kirchberg.

The applicant claims that the Court should:

1. Declare that, in allowing only certain cuts of fresh beef and veal to be imported, the Hellenic Republic has failed to fulfil its obligations under Article 22 (1) of Council Regulation (EEC) No 805/68 of 27 June 1968 on the common organization of the market in beef and veal [1] and under Article 30 *et seq.* of the EEC Treaty;

2. Order the Hellenic Republic to pay the costs.

Contentions and main arguments adduced in support

The Commission considers that Article 1 (4) of Order No 56 of the Commercial Policy and Decisions Nos E6/1264 and E6/1478 of the Minister of Trade may restrict intra-Community trade in beef and veal directly or indirectly, now or in the future, and constitute measures having an effect equivalent to quantitative restrictions which are prohibited by Article 22 (1) of Regulation (EEC) No 805/68, which implements, as regards beef and veal, the principle of the free movement of goods laid down in Articles 30 and 34 of the EEC Treaty.

[1] OJ, English special edition 1968 (I), p. 187.

Action brought on 3 May 1985 by the Commission of the European Communities against the Hellenic Republic

(Case 138/85)

(85/C 191/11)

An action against the Hellenic Republic was brought before the Court of Justice of the European Communities on 3 May 1985 by the Commission of the European Communities, represented by Xenophon Yataganas, a member of the Commission's Legal Department, with an address for service in Luxembourg at the office of G. Kremlis, also a member of the Commission's Legal Department, Jean Monnet Building, Kirchberg.

The applicant claims that the Court should:

1. Declare that, by levying, as from 1 January 1981, through the intermediary of the commercial banks a charge for checking the prices of imported products originating in and coming from other Member States of the Community, the Hellenic Republic has failed to fulfil its obligations under Article 28 of the Act of Accession;
2. Order the Hellenic Republic to pay the costs.

Contentions and main arguments adduced in support

The charge in question is pecuniary and imposed unilaterally on goods by reason of their having crossed the frontier. The checking of import invoices is carried out for reasons of public policy and cannot be considered a service to the importer warranting the levying of a pecuniary charge. Consequently, the charge in question must be classified as a charge having an effect equivalent to a customs duty and must be abolished forthwith in accordance with Article 28 of the Act of Accession.

Action brought on 1 July 1985 by the Commission of the European Communities against the Italian Republic

(Case 200/85)

(85/C 191/12)

An action against the Italian Republic was brought before the Court of Justice of the European Communities on 1 July 1985 by the Commission of the European Communities, represented by Dr Guido Berardis, of the Commission's Legal Department, with an address for service in Luxembourg at the Chambers of Dr Georgios Kremlis, also of the Commission's Legal Department, Jean Monnet Building, Kirchberg.

The applicant claims that the Court should:

— Declare that by introducing and maintaining differential rates of value-added tax on diesel-engined motor vehicles on the basis of the cylinder capacity in order to apply the higher rate exclusively to motor vehicles imported particularly from other Member States, the Italian Republic has failed to fulfil its obligations under Article 95 of the EEC Treaty.

— Order the Italian Republic to pay the costs.

Contentions and main arguments adduced in support

— Infringement of the first paragraph of Article 95 of the EEC Treaty. Since no diesel-engined motor vehicles with a cylinder capacity in excess of the limit laid down (2 500 cc) are manufactured in Italy, whilst such vehicles are manufactured in at least one other Member State, Italy imposes on certain products originating in other Member States internal taxes which are higher than those imposed on similar domestic products.

— Infringement of the second paragraph of Article 95 of the EEC Treaty. Even if the similarity between the products were open to challenge, the second paragraph of Article 95 would necessarily apply since the protectionist purpose of the measure in question cannot seriously be denied.

III

(Notices)

COUNCIL

Notice concerning the organization of open competitions

(85/C 191/13)

The General Secretariat of the Council is organizing the following open competitions:

Council/LA/282: translators of Dutch mother tongue ([1])

([1]) OJ No C 191, 31. 7. 1985 (Dutch edition).

THE EUROPEAN UNIVERSITY INSTITUTE

The European University Institute, Florence, invites applications for two professorial posts in the Economics Department. Preference will be given to candidates in the area of MACROECONOMICS whose research interests are policy-oriented, with an emphasis on international problems. Appointments are for three years renewable, starting from September 1986.

Further information available from the Academic Service, European University Institute, I-50016 S. Domenico di Fiesole (FI).

Deadline for applications: *15 November 1985.*