II

(Acts whose publication is not obligatory)

COMMISSION

COMMISSION DECISION

of 21 December 1976

relating to a proceeding under Article 85 of the EEC Treaty

(IV/5715 — Junghans)

(Only the German text is authentic)

(77/100/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 85 thereof,

Having regard to Council Regulation No 17 of 6 February 1962 [1], and in particular Articles 2, 4, 5, 6, 7 and 8 thereof,

Having regard to the following notifications by Gebrüder Junghans GmbH, clock and watch manufacturers, Schramberg :

— notification, dated 29 January 1963, of the agreement for German wholesalers ;

— notification, dated 30 January 1963, of the agreement for Belgian wholesalers and one Luxembourg wholesaler ;

— notification, dated 4 September 1964, of the agreement for German exporters ;

— notification, dated 9 August 1965, of the exclusive dealing agreement concluded on 15 June 1948 with W.A.M. Daniels, Rotterdam, the re-import price fixing agreement concluded on 8 December 1964 with the same undertaking, the exclusive dealing agreement concluded on 1 July 1951 with Silvin, Paris, and the re-import price fixing agreement concluded on 7 February 1964 with the same undertaking ;

— notification, dated 18 January 1971, of standard form exclusive dealing agreements concluded on 30 June 1969 with W. van Puyvelde PVBA, Antwerp, R. Leysen, Antwerp, and W. Rogiers & Co., Kortrijk ;

— notification, dated 12 February 1973, of the distribution agreements concluded on 10 March 1972 with R. Leysen and W. Rogiers & Co., on 15 March 1972 with Arturo Junghans SpA, Venice, on 19 March 1972 with R. Wagner, Luxembourg, on 20 March 1972 with W. van Puyvelde PVBA, and on 7 August 1972 with Silvin, Paris (now all replaced by the standard form distribution agreement for sole distributors and wholesalers) ;

— notification, dated 7 June 1973, of the exclusive dealing agreement concluded on 22 February 1960 with Henry Spring & Co. Ltd, Dublin, the export prohibition agreement concluded on 26 May 1964 with the same undertaking, the export prohibition agreement concluded on 7 September 1964 with M.J. Bech AS, Copenhagen, the exclusive dealing agreement concluded on 20 January 1969 with the same undertaking and the exclusive dealing agreement concluded on 5 April 1968 with R. Wagner ;

— notification, dated 28 March 1974, of the standard form distribution agreement for sole distributors and wholesalers and the standard form distribution agreement for retailers,

Having regard to the summary of the notifications published as required by Article 19 (3) of Regulation No 17 in *Official Journal of the European Communities* No C 84 of 9 April 1976,

[1] OJ No 13, 21. 2. 1962, p. 204/62.

Having regard to the opinion of the Advisory Committee on Restrictive Practices and Dominant Positions delivered in accordance with Article 10 of Regulation No 17 on 18 May 1976,

Whereas :

The facts

1. Gebrüder Junghans GmbH, Schramberg, a subsidiary of Karl Diehl KG Nuremberg, manufactures clocks and watches of all types. It sells its clocks and watches through wholesalers in Germany and through sole distributors in the other Community countries. In Belgium deliveries are made to three wholesalers who are given the entire Belgian market as their contractual territory. The Italian sole distributor is its subsidiary Arturo Junghans SpA, which, apart from retailers, also supplies one other wholesaler. At the retail level of distribution, trade in Junghans and Diehl clocks and watches is restricted to specialist dealers.

2. Junghans and Diehl have a relatively small share of the Community market in clocks and watches, though in the case of clocks it is appreciably greater in four countries (between 8 and 13 % in Belgium and Luxembourg, the Federal Republic of Germany and Denmark).

3. Junghans has established a uniform distribution system to promote sales of its products throughout the common market.

The legal basis of the system is provided by the standard distribution agreement for sole distributors and wholesalers and the standard distribution agreement for retailers. The content of the agreements varies according to the function of the individual dealer, but taken together the agreements form an integrated system. They also contain clauses framed in identical terms, applying to all Junghans dealers at all stages of distribution.

In addition to these standard agreements, exclusive dealing agreements have been concluded by Junghans :

— on 15 June 1948 with W.A.M. Daniels, Rotterdam ;

— on 1 July 1951 with Silvin, Paris ;

— on 24 May 1957 with E.A. Combs Ltd, New Barnet, United Kingdom ;

— on 22 February 1960 with Henry Spring & Co. Ltd, Dublin ;

— on 5 April 1968 with R. Wagner, Luxembourg ; and

— on 20 January 1969 with M.J. Bech AS, Copenhagen ;

and exclusive dealing agreements similar in form have been concluded on 30 June 1969 with

— W. van Puyvelde PVBA, Antwerp ;

— R. Leysen, Antwerp ; and

— W. Rogiers & Co., Courtrai.

4. Junghans wholesalers and sole distributors sign the standard form distribution agreement for sole distributors and wholesalers. Junghans sole distributors, with the exception of the Italian subsidiary Arturo Junghans SpA, are in addition bound by special exclusive dealing agreements. All Junghans retailers in the common market sign the standard form distribution agreement for retailers.

5. The main features of the Junghans distribution system are the use of particular criteria for the appointment of Junghans retailers and the fact that the channels of distribution are determined by Junghans.

6. Any retailer in the Community may be appointed as a Junghans retailer provided :

— he possesses appropriately qualified full-time staff. Appropriately qualified staff are defined as persons who have passed examinations prescribed by national authorities or by appropriate trade associations in the relevant State, or who have been engaged in the watch and clock trade for at least three years ;

— the internal fitting and external appearance of the shop are suitable for the sale of clocks and watches ;

— clocks and watches are sold either in a specialized department in the case of a department store or, in the case of a shop, it has its own sales area with display windows, separated from the proprietor's dwelling ;

— a representative range of clocks and watches is stocked ;

— adequate facilities and staff are provided to give specialist service, particularly for repairs ;

— in the case of department stores, adjacent goods do not adversely affect the character of the department or its display of clocks and watches.

7. Junghans dealers, i.e. wholesalers, sole distributors, and specialist retailers, may supply Junghans and Diehl clocks and watches in the EEC only to those sole distributors or wholesalers which have given Junghans an undertaking to comply with the terms of

its distribution agreements, to Junghans approved retailers or directly to the consumer (Clause 3 of the distribution agreement for sole distributors and wholesalers ; and Clause 3 of the distribution agreement for retailers).

8. When supplying a specialist retailer, Junghans wholesalers and sole distributors must require such retailer to sign a written agreement or to accept a clause in the terms of delivery to the effect that the relevant goods will be resold only to a consumer, or to an approved Junghans retailer, or to a sole distributor or wholesaler who has already undertaken to comply with the Junghans distribution agreements (Clause 8 of the distribution agreement for sole distributors and wholesalers).

9. Subject to the qualification set out below, Junghans wholesalers and sole distributors may not canvass for trade, set up branches or establish supply depots for Junghans or Diehl clocks or watches in other EEC countries. This restriction does not apply to wholesalers, in so far as they wish to deal in Junghans or Diehl clocks in the Federal Republic of Germany, or in Junghans clocks in Belgium, Denmark, Italy or Luxembourg (Clause 5a of the distribution agreement for sole distributors and wholesalers ; Clause 5 of the exclusive dealing agreements with the three Belgian wholesalers).

10. All Junghans dealers are prohibited from exporting the relevant goods outside the EEC (Clause 5b of the distribution agreement for sole distributors and wholesalers ; Clause 3 of the distribution agreement for retailers).

11. Junghans is entitled at any time to investigate whether its dealers are complying with their obligations and may take all necessary measures for this purpose, such as by calling for dates of sales and identities of purchasers. Junghans will request this information only where there is reason to believe that the dealer or his customer is acting in breach of his agreement by delivering to a person who is not an authorized Junghans dealer. Junghans will restrict itself to taking only those measures which are strictly necessary for such purposes. The dealer undertakes to give every assistance to Junghans in the regulation of distribution agreements (Clause 6 of the distribution agreement for sole distributors and wholesalers ; Clause 4 of the distribution agreement for retailers).

12. Junghans will take all appropriate steps, including legal action, to enforce observance of its distribution arrangements (Clause 7 of the distribution agreement for sole distributors and wholesalers ; Clause 5 of the distribution agreement for retailers).

13. In case of breach by a dealer, Junghans may repudiate its current supply agreements and suspend or terminate supplies to the dealer in question (Clause 9 of the distribution agreement for sole distributors and wholesalers ; Clause 7 of the distribution agreement for retailers).

14. Junghans sole distributors upon whom Junghans has conferred the exclusive right to market its clocks and watches in an allotted territory may not sell competing products, other than certain makes and items, without the consent of Junghans.

15. The Belgian wholesalers and Danish sole distributors must inform Junghans of their prices and all matters relating to sales and prices (Clauses 11b and 10b of the respective exclusive dealing agreements).

16. No third parties have submitted comments in response to the Commission's publication of a summary of the notifications.

17. The agreements previously operated by Junghans contained the following clauses prohibited by Article 85 (1) of the EEC Treaty ; these were deleted by Junghans following representations by the Commission :

(a) The Belgian and German wholesalers and the Danish, Irish and Luxembourg sole distributors were prohibited from making any direct or indirect exports to other EEC countries. German exporters were prohibited from supplying customers in Community countries. The object and effect of these prohibitions were to partition national markets within the Community.

(b) The protection of markets in this way was also the purpose of the following stipulations :

— French and Dutch sole distributors were allowed to sell only to those dealers in Germany who had entered into resale price maintenance agreements with Junghans. They were also to impose such an obligation on any of their customers who were likely to re-export to Germany.

— German retailers were allowed to sell to customers in other EEC countries only at the prices fixed for Germany and they were required to observe the fixed price even when reselling goods which they had reimported from other Community countries.

— Belgian 'sole distributors' were prohibited from supplying other Junghans wholesalers (prohibition on horizontal supplies) and from selling direct to trade customers.

— Retailers in Belgium, France, Italy and Luxembourg were prohibited from supplying wholesalers or sole distributors (prohibition on return supplies).

(c) Only those undertakings having as proprietor or manager a clock and watch specialist could be appointed as Junghans retailers. This meant that throughout the Community the supply of Junghans clocks and watches was generally denied to supermarkets, department stores and establishments using similar distribution techniques.

18. The clauses set out above did not satisfy the conditions of exemption under Article 85 (3) of the EEC Treaty. They brought about no perceptible objective improvement in the production or distribution of goods such as would compensate for their adverse effect on competition and freedom of trade in the common market, while in addition they denied the consumer a fair share of the benefit which can be derived from distribution agreements. The prohibitions and restrictions on exports prevented Junghans dealers and the consumer from obtaining the goods in question from other Community countries. In this way was territorial protection achieved enabling consumer prices to vary from one Member State to another. The extension of German resale price maintenance to goods exported and reimported prevented Junghans dealers from supplying customers, and particularly the consumer, at prices more favourable than those fixed in Germany. The exclusion of supermarkets and department stores meant that shops which had traditionally sold goods to the consumer at low prices could not deal in Junghans clocks and watches.

19. The Junghans distribution system, in its present form, enables Junghans dealers to operate in the following ways :

(a) Wholesalers and sole distributors may sell Junghans and Diehl clocks and watches not only to all retailers in the common market but also to other wholesalers and sole distributors and to the consumer by means of direct sales throughout the EEC.

(b) Specialist Junghans retailers are entitled to supply Junghans and Diehl clocks and watches not only to all consumers throughout the common market but also to any other Junghans retailers, and any Junghans wholesaler or sole distributor in the EEC.

(c) Junghans dealers, i.e. Junghans wholesalers, sole distributors and retailers, may determine their own selling prices for Junghans and Diehl clocks and watches within the common market. Resale price maintenance for these goods is no longer practised in any EEC country.

(d) Junghans wholesalers and Junghans retailers are allowed to deal in competing clocks and watches. Subject to restrictions, the same also applies to Junghans sole distributors.

In order that a proper assessment may be made under Article 85 of the EEC Treaty of the agreements creating the Junghans system, it is necessary to examine the effects of all the agreements taken together, since they form an integrated system.

Applicability of Article 85 (1) of the EEC Treaty

Article 85 (1) of the EEC Treaty prohibits, as incompatible with the common market, all agreements between undertakings and concerted practices which may affect trade between Member States and which have as their object or effect the prevention, restriction or distortion of competition within the common market.

Provisions not falling under Article 85 (1)

20. The agreements concluded or to be concluded by Junghans with its wholesalers, sole distributors and retailers are agreements between undertakings. For the most part the provision of these agreements either do not constitute restrictions of competition within the meaning of Article 85 (1) or would involve restrictive effects within the meaning of this provision only in certain special cases.

21. Under the distribution system set up by the individual agreements, Junghans undertakes not to supply dealers outside this system. Junghans dealers are for their part prohibited from supplying dealers who have not been appointed by Junghans.

In the present case these obligations do not restrict to any appreciable extent either the commercial freedom of Junghans and its dealers or admission to the Junghans distribution system for independent dealers.

At the first level of distribution, with the exception of exclusive distributors, any wholesaler may deal in Junghans and Diehl clocks and watches without having to fulfil any particular criteria for appointment.

Junghans bases the appointment of its dealers at the subsequent level of distribution on general qualitative criteria which are objectively required to ensure an adequate distribution of clocks. These criteria are applied without discrimination, Junghans in fact appointing as retailers all persons who fulfil these requirements.

22. The application of the criteria adopted by Junghans, which relate in particular to the technical qualifications of dealers and specialist knowledge of their staff, the suitability of trading premises and adequacy of customer service (see paragraph 6) would generally exclude from the Junghans distribution system only those dealers not capable of selling clocks and watches in a manner satisfactory to the consumer or of providing the necessary service. If technically advanced clocks and watches are to be marketed adequately, trained personnel must be available to sell the goods from premises suitable for their display, stocking and demonstration. Dealers must also be in a position to provide guarantee and after-sales services themselves or through third parties.

Such purely technical requirements do not involve a restriction of competition within the meaning of Article 85 (1).

23. Junghans' right to discover when and to whom goods have been sold enables Junghans to verify whether its dealers are observing their obligations (see 11 above). By this means Junghans can identify any Junghans dealer making a delivery to a dealer excluded from the system. Since the imposition of qualitative criteria does not by itself fall under Article 85 (1) the same would apply to measures taken to ensure compliance with obligations arising therefrom.

24. The prohibition preventing Junghans dealers from exporting from the EEC (see 10 above) does not at present have any appreciable effect on competition within the meaning of Article 85 (1). This prohibition is designed to protect dealers in third countries from their competitors in the Community. It has the object of restricting competition in third countries.

This prohibition has no appreciable effects on competition within the common market and trade between Member States. Owing to the double duty borne by goods twice crossing the customs frontiers of the European Communities, there is no incentive for Junghans dealers and consumers in the Community to buy goods exported by a Junghans dealer to a third country.

However, while at present the Commission sees no reason to object to this export prohibition, this will not necessarily be the case after 1 July 1977 as regards those States with which the EEC has a Free-Trade Agreement [1]. After that date there will be no customs duties on trade between the Community and the countries in question.

25. It may fairly be said that the obligation of Junghans sole distributors in Belgium and Denmark to inform Junghans of all matters relating to sales (see 15 above) does not necessarily result in a restriction of competition merely because Junghans thereby seeks to learn of the means whereby Junghans dealers compete with each other. Provided that Junghans makes no recommendations to desist from certain types of sale (e.g. horizontal, direct and return sales) or to charge certain prices, and offers neither incentives nor threatens sanctions, to achieve these ends, it cannot be assumed that such conduct has a restrictive effect on competition.

26. Since the standard distribution agreement for retailers contains only the abovementioned restrictions, which are not within the scope of Article 85 (1) (see 21 to 24 above), the Commission may, pursuant to Article 2 of Regulation No 17, grant a negative clearance in respect of that agreement.

The same considerations apply to the standard form agreements for wholesalers and sole distributors in so far as they contain the above provisions. A negative clearance cannot however be given for the 'prohibition on canvassing' (see 29 below) contained in these agreements.

[1] The EEC has Free Trade Agreements with Finland, Iceland, Norway, Austria, Portugal, Sweden and Switzerland.

Provisions within the scope of Article 85 (1)

27. The agreements concluded or to be concluded by Junghans with its wholesalers and sole distributors also contain clauses which have as their object or effect the restriction or distortion of competition within the common market and which may affect trade between Member States.

28. In the exclusive dealing agreements, Junghans has undertaken not to sell goods covered by the agreement for resale within a determined territory in the common market to any person other than the sole distributor or wholesaler for that territory. This provision and the obligation imposed on sole distributors not to sell competing products, apart from certain specified makes or items (see 14 above) constitute restrictions of competition within the meaning of Article 85 (1) and may affect trade between Member States.

29. The obligation imposed on Junghans wholesalers and sole distributors by the distribution agreement for sole distributors and wholesalers, and the obligation imposed on Belgian sole distributors by the exclusive dealing agreement, not to advertise, set up branches or establish supply depots for Junghans or Diehl clocks and watches in other EEC countries (subject to the modification for wholesalers, see paragraph 9) prevents dealers from pursuing active sales policies in respect of Junghans and Diehl clocks and watches in other EEC countries. This substantially restricts their opportunities for competition in those countries, since potential customers seeking to purchase the relevant goods are made to depend solely on their own initiative. This obligation constitutes a restriction of competition within the meaning of Article 85 (1) and may affect trade between Member States.

Applicability of Article 85 (3) of the EEC Treaty

Under Article 85 (3) of the EEC Treaty, the provisions of Article 85 (1) may be declared inapplicable in the case of any agreement between undertakings which contributes to improving the production or distribution of goods or to promoting technical or economic progress, while allowing the consumer a fair share of the resulting benefit, and which does not:

(a) impose on the undertakings concerned restrictions which are not indispensable to the attainment of these objectives;

(b) afford such undertakings the possibility of eliminating competition in respect of a substantial part of the products in question.

30. The questions to be examined are whether:

(a) the undertaking given by Junghans only to supply appointed sole distributors within the contractual territories (see 28 above),

(b) the obligation imposed on sole distributors not to deal in competitive products (see 28 above), and

(c) the obligation undertaken by sole distributors and wholesalers not to engage in active sales promotion in other countries of the Community (see 29 above),

fulfil the conditions for exemption.

31. In so far as these obligations have been agreed between Junghans and their sole distributors they fulfil the requirements for the application of Regulation No 67/67/EEC [1] and are therefore exempted from the prohibition of Article 85 (1). Admittedly, further obligations have been imposed on the sole distributors which are outside the scope of those set out in Articles 1 and 2 (1) (a) and (b) of the Regulation (see 21 to 25 above). These further obligations do not however affect the application of Regulation No 67/67/EEC since, in the view of the Commission, they do not constitute restrictions of competition.

32. The obligations undertaken by Junghans and the Belgian 'sole distributors' (see 30 (a) to (c) above) are not within the terms of Regulation No 67/67/EEC, since Junghans does not supply only one dealer in the contractual territory, as required by Article 1 (1) (a) of the Regulation, but three.

It is however appropriate to exempt these obligations from the prohibition of Article 85 (1) by analogy with the considerations on which Regulation No 67/67/EEC is based.

33. The advertising prohibition imposed on German wholesalers (see paragraph 30 (c)) contributes to improving the distribution of goods. The restrictions to which these wholesalers are subject in their sales promotion activities in other Community countries will help to consolidate sales efforts, to rationalize distribution and to improve supplies to the

[1] OJ No 57, 25. 3. 1967, pp. 849/67.

consumer in the wholesaler's allotted territory. Their business will be directed towards potential customers in their area while other Junghans dealers or consumers will not be prevented from obtaining Junghans and Diehl clocks and watches in the countries affected.

34. Furthermore, the restrictions on German Junghans wholesalers have beneficial effects for the distribution of Junghans and Diehl clocks and watches in other Community countries. The ensure that the sole distributors in France, Ireland, the Netherlands and the United Kingdom will promote energetically sales of goods covered by their agreements and open markets as yet not or only weakly served. To the extent that these dealers have not yet adequately consolidated their position on the relevant market, their sales activities would be adversely affected if Junghans wholesalers were free to pursue an active sales policy through advertising, setting up branches and establishing distribution depots in their allotted territories.

35. It can be presumed that consumers throughout the Community are allowed a fair share of the resulting benefit (see 33 and 34 above). They benefit directly by the improvement in the distribution of goods. As regards the benefits resulting from the rationalization of distribution and the intensification of sales activities by wholesalers and by Junghans sole distributors, it can be assumed that all these dealers will be more or less obliged by the intensity of competition on the clocks and watches market, to pass these benefits on to the consumer. Junghans retailers and consumers, furthermore, can obtain the relevant goods from any Junghans dealer in the EEC, i.e. from wholesalers, sole distributors and retailers. Competition is here ensured by the freedom of all Junghans dealers to fix their own prices.

36. The restrictions imposed on Junghans wholesalers with regard to active sales policies in other countries are indispensable to the attainment of these improvements. They provide the incentive for Junghans wholesalers to concentrate their activities in their allotted territories and for sole distributors, who have a weak position on the market for Junghans and Diehl clocks and watches, to promote these goods as intensively as possible.

37. The restrictions imposed on the German wholesalers do not afford the undertakings concerned the opportunity of eliminating competition in respect of a substantial part of the products in question. Although German wholesalers are prevented from pursuing active sales policies in some other Community countries, these dealers may by occasional parallel exports still exert a competitive pressure on sole distributors and retailers in the countries in question, for they remain free to supply retailers and consumers in those countries if they so request.

Moreover, these restrictions do not apply to Junghans retailers seeking to promote sales in other countries, so that these retailers can operate freely throughout the Community. In any event Junghans is already faced with considerable competition from other clock and watch manufacturers on the very markets affected by the advertising prohibition, for in those markets Junghans and Diehl have only a weak position.

38. The restriction on advertising imposed on Junghans wholesalers therefore fulfils all the conditions necessary for exemption under Article 85 (3) of the EEC Treaty.

Application of Articles 6 and 8 of Regulation No 17

39. On 18 January 1971 Junghans notified the 'exclusive dealing agreements' concluded on 30 June 1969 with the three Belgian wholesalers. With respect to this agreement, the declaration under Article 85 (3) may, under Article 6 (1) of Regulation No 17, be deemed to have taken effect on 18 January 1971.

40. The standard distribution agreement for sole distributors and wholesalers notified by Junghans on 28 March 1974 has been applied since 1 July 1976. The declaration under Article 85 (3) concerning this agreement should therefore, under Article 6 (1) of Regulation No 17, have effect from 1 July 1976.

41. Since, for the purposes of Article 85 (3), the 'exclusive dealing agreements' with the three Belgian Junghans wholesalers are equivalent to exclusive dealing agreements coming within the terms of Regulation No 67/67/EEC, the exemption for these agreements should, in accordance with that Regulation, be set to apply until 31 December 1982.

42. The advertising prohibition imposed on German Junghans wholesalers in the standard distribution agreement for sole distributors and wholesalers can be exempted provided that Junghans and Diehl clocks and watches continue to have only a small share of the market in the countries affected. This is likely to be the case for at least the next six years since the goods in question are exposed to competition from numerous manufacturers both larger and smaller in the countries concerned. The declaration under Article 85 (3) with respect to this agreement should, therefore, under Article 8 (1) of Regulation No 17, be issued for an initial period of six years,

HAS ADOPTED THIS DECISION :

Article 1

On the basis of the facts in its possession, the Commission has no grounds for action under Article 85 (1) of the Treaty establishing the European Economic Community in respect of the Junghans standard distribution agreement for retailers, nor — save as regards those provisions referred to in Article 2 hereof — in respect of the standard form distribution agreement for sole distributors and wholesalers.

Article 2

Pursuant to Article 85 (3) of the Treaty establishing the European Economic Community, Article 85 (1) is hereby declared inapplicable to :

— the Junghans standard form distribution agreement for sole distributors and wholesalers, in so far as the obligation imposed on wholesalers extends to the requirement not to canvass for customers for Junghans or Diehl clocks and watches in other Member States, or to establish subsidiaries or supply depots in other Member States, and to

— the exclusive dealing agreements concluded by Junghans on 30 June 1969 with W. van Puyvelde PVBA, Antwerp, R. Leysen, Antwerp, and W. Rogiers & Co., Courtrai.

Article 3

Article 2 shall have effect from 1 July 1976 with respect to the Junghans standard form distribution agreement for sole distributors and wholesalers and from 18 January 1971 with respect to the exclusive dealing agreements concluded with W. van Puyvelde PVBA, R. Leysen and W. Rogiers & Co.

It shall apply until 31 December 1982.

Article 4

This Decision is addressed to Gebrüder Junghans GmbH, clock and watch manufacturers, Schramberg.

Done at Brussels, 21 December 1976.

For the Commission

R. VOUEL

Member of the Commission