JUDGMENT OF THE COURT OF FIRST INSTANCE (Fifth Chamber)
6 July 2000 *

In Case T-139/99,

Alsace International Car Services (AICS), established in Strasbourg (France), represented by C. Imbach and A. Dissler, of the Strasbourg Bar, with an address for service in Luxembourg at the Chambers of P. Schiltz, 4 Rue Béatrix de Bourbon,

applicant,

v

European Parliament, represented by P. Runge Nielsen and O. Caisou-Rousseau, of its Legal Service, acting as Agents, with an address for service in Luxembourg at the Secretariat-General of the European Parliament, Kirchberg,

defendant,

* Language of the case: French.

APPLICATION, first, for the annulment of the Parliament's decision not to accept the applicant's tender submitted in response to invitation to tender no 99/S 18-8765/FR, concerning a contract for passenger transport using vehicles with drivers during the sessions of the European Parliament in Strasbourg and, secondly, for damages for loss allegedly suffered by the applicant as a result of that decision,

THE COURT OF FIRST INSTANCE
OF THE EUROPEAN COMMUNITIES (Fifth Chamber),

composed of: R. García-Valdecasas, President, P. Lindh and J.D. Cooke, Judges,

Registrar: G. Hertzig, Administrator,

having regard to the written procedure and further to the hearing on 14 March 2000,

gives the following

Judgment

Facts

1 On 27 January 1999 the European Parliament, under Council Directive 92/50/EEC of 18 June 1992 relating to the coordination of procedures for the award of public service contracts (OJ 1992 L 209, p. 1), published in the *Official Journal of the European Communities* a notice of an invitation to tender under the open procedure (99/S 18-8765/FR) (OJ 1999 S 18, p. 28 ('the Notice')) for passenger transport using vehicles with drivers ('the invitation to tender'). The conditions for submitting a tender were set out in the Notice, in the description of the services to be provided, which contained administrative and technical clauses, and in the draft framework contract.

2 The Notice stated at point 2 that the contract was to take the form of a framework contract with a company providing passenger transport services using vehicles with drivers carried out on the basis of order forms specific to each job. The place of performance of the services was to be Strasbourg (point 3). According to point 5, the contract was divided into two lots. Lot No 1 concerned the hire of cars and minibuses with drivers, whilst Lot No 2 related to the hire of buses. The present action concerns solely the award of Lot No 1 of the contract.

3 According to point 13 of the Notice tenderers could be companies, individual contractors, as well as groupings of companies and/or individual contractors.

4 Paragraph 14 of the Notice stated: 'Service providers: Tenderers (or their executive(s)) must prove that they have been active in the sector for 3 years. They

must also prove that they have a minimum annual turnover of FRF 2 000 000 for lot 1 and FRF 68 750 for lot 2 ...'.

5 By way of criteria for awarding the contract, the notice stated at paragraph 16 that the economically most advantageous tender would be accepted, regard being had to the prices tendered and the tender's technical merit.

6 Paragraph 1.1.3 of the specification of the services to be provided (administrative clauses) stipulated that the approximate requirements of the European Parliament were for between 25 and 60 cars and 2 to 4 minibuses on average for the daily provision of services of between 6 and 12 hours' work. The hours were laid down at paragraph 5 (technical clauses), under which provision of services was to begin at 07.30 hrs and to cease with the end of parliamentary business (between 22.00 hrs and 24.00 hrs, depending on the day). In that same paragraph it was further stated:

'Given that peak activity is recorded between 7.30 and 9.00 and between 20.00 and 22.00, the contractor shall undertake in its tender that it will be able to deal with a request for reinforcement in case of need. The minimum duration of the service shall be two consecutive hours.'

7 At paragraph 2.1 (technical clauses) the Parliament also stated that the transport in question was to be effected in unmarked vehicles.

8 The last subparagraph of paragraph 6 (administrative clauses) provided:

'The tender for and provision of the services must be in conformity with the applicable legislation.'

9 Similarly, the draft framework contract annexed to the tender (Article VI, second paragraph) stated:

'Moreover, the contractor shall ensure that, in providing the services tendered for, the applicable national and local rules are strictly observed.'

10 On 10 February 1999 the applicant submitted its tender to the Parliament. It was worded as follows:

'We tender for lot 1 in regard to the daily segment of hours outside the peak periods at the hourly rates given in Annex 1.

We can make available to the Parliament 30 vehicles with drivers (...) from Monday to Friday during the Strasbourg sessions of the Parliament.

However, we cannot offer services during the peak periods (...) that is to say from 07.00 hrs to 9.00 hrs and from 19.00 hrs to 22.00 hrs.

Services during the peak periods are technically and financially unfeasible.

Our company cannot in fact undertake to make available so many vehicles during the peak periods. No undertaking in the region could so without subcontracting to taxi operators working outside the legislation.

...'

11 In Annex 2 to its tender the applicant appended a document entitled 'L'action civile en concurrence déloyale' (civil action for unfair competition) in which it pointed out that civil proceedings followed by criminal proceedings had been brought in connection with the activities of the Association Centrale des Autos Taxis de la Communauté Urbaine de Strasbourg (Central Taxi Association for the municipality of Strasbourg ('ACATS TAXI 13') which undertook, on the Parliament's account under a contract for the hire of cars with drivers, the transport in unmarked vehicles of officials and members of the European Parliament. The applicant observed that only a limousine service enabled the Parliament's requirements to be satisfied in compliance with the legislation governing the conveyance of persons for valuable consideration. The applicant developed its point of view in that document.

12 On 24 February 1999 the Parliament asked tenderers to let it know the number of vehicles which they had available on that date and the number of vehicles which they reckoned on having available if they were awarded the contract.

13 In reply the applicant pointed out that it had five limousines and that it was in the process of buying three other vehicles. It further stated:

'We can make available to you from Monday to Friday (outside rush hour times) during each parliamentary session sixty vehicles conforming to the technical clauses of the tender procedure.'

14 The Parliament decided to accept the tender submitted by Coopérative Taxi 13 as the most advantageous, regard being had to the award criteria contained in the Notice.

15 By a letter of 7 April 1999 the Parliament informed the applicant that its tender had been unsuccessful owing to the difference in price as between its tender and the tender by the undertaking to which the contract had been awarded following the invitation to tender ('the contested decision').

16 By a letter dated 15 April 1999 the applicant explained to the Parliament that it was given to understand that the latter was renewing the contract entered into with 'l'Association (ou coopérative) des Artisans Taxis.' It once again expressed its doubts as to the legality of such a contract under French law. In that connection it attached particular weight to the legal impossibility of taxis carrying out the transport of members and officials of the European Parliament under the conditions laid down in the award procedure (unmarked vehicles). It stated that, although the tender submitted by the 'Artisans Taxis Strasbourgeois' might be financially more advantageous, the services would nevertheless be provided outside any legal framework, contrary to the terms of the invitation to tender. It also pointed out that it did not enjoy the numerous fiscal benefits granted to taxis and that its concern to observe the laws and regulations in force

precluded it from submitting a tender at a competitive price. Therefore, it was faced, in its view, with a situation of unfair competition. Finally, it asked the Parliament to express a view on these arguments.

17 By letter dated 19 April 1999 the applicant, following up its letter of 15 April 1999, submitted a report dated March 1992 from the Interior Ministry (Inspectorate General for Administration) concerning the taxi business in the municipality of Strasbourg and the airport of Strasbourg-Entzheim.

18 In a letter dated 11 May 1999 Mr Rieffel, Director-General of Administration in the Parliament, replied:

'Your letters dated 15 and 19 April 1999, in which you communicated to us certain information concerning French legislation on the taxi business and also requested the European Parliament to form a view on your observations as to whether the services provided by Coopérative Taxi 13 comply with that legislation, call for the following comments on my part.

In order to avoid any subsequent disputes, the European Parliament in its invitation to tender No 99/S 18-8765/FR made it an obligation that "the contracting party is to ensure that the applicable local and national legislation is strictly applied in the performance of the services requested" (Article VI(2) of the draft contract). In that connection I would point out that it is not for the European Parliament but for the competent French judicial authorities to interpret the legislation.

As regards the abovementioned invitation to tender, the European Parliament, for its part, observed all the rules and procedures for the award of contracts and, first and foremost, the terms of Directive 92/50.

As to the provision of services no information has come to my notice which would lead me to believe that the Coopérative Taxi 13 is not observing the conditions laid down in the invitation to tender. Besides, no administrative or judicial authority has hitherto raised any query with the European Parliament concerning the conditions under which the contract is being implemented.

...'

19 It was under those circumstances that, by an application lodged with the Court of First Instance on 8 June 1999, the applicant brought the present proceedings.

20 Since the applicant did not lodge a reply within the period prescribed, the written procedure was closed on 20 September 1999.

21 By a letter dated 20 January 2000, the applicant lodged an application for the written procedure to be reopened under the second paragraph of Article 42 of the EC Statute of the Court of Justice rendered applicable to proceedings before the Court of First Instance by Article 46 thereof.

22 By decision of the President of the fifth Chamber of 31 January 2000 that application was refused.

23 Upon hearing the report of the Judge-Rapporteur, the Court decided to open the oral procedure. Oral argument and the replies by the parties to questions put to them by the Court were presented at the hearing in open court on 14 March 2000.

Forms of order sought by the parties

24 The applicant claims that the Court should:

— annul the contested decision;

— order the Parliament to pay to it, in accordance with Article 288 EC, damages of FRF 1 000 000 for losses suffered,

25 The defendant contends that the Court should:

— dismiss the action;

— order the applicant to pay the costs.

Admissibility

Arguments of the parties

26 Whilst not formally raising an objection of inadmissibility, the Parliament submits that the applicant has no interest in bringing the present action since it submitted a tender which in no event could be accepted. The applicant, it claims, is not in a position to provide the services requested by the Parliament, as set out in the description of the services to be provided.

27 At the hearing the applicant retorted that, although it is true that it could not cover transport requirements during peak times (see paragraph 6 above), the reason for that was that such services could not feasibly be provided and that, therefore, as it had informed the Parliament in the course of the tender procedure, no undertaking in the region was able to do so without subcontracting to taxi operators working in breach of the legislation.

Findings of the Court

28 In accordance with settled case-law, an action brought by a natural or legal person is admissible only if that person can show a legal interest in bringing proceedings (judgment in Case T-117/95 *Corman* v *Commission* [1997] ECR

II-95, paragraph 83 and order in Case T-5/99 *Andriotis* v *Commission and Cedefop* [2000] ECR II-235, paragraph 36).

29 It is true that the applicant has confined itself to seeking the annulment of the decision not to accept its tender. It is also true that the applicant stated that it was unable to satisfy all the conditions laid down by the Parliament in the description of the services to be provided.

30 However, in its tender the applicant stated that it was bidding for 'lot no 1 daily segment outside peak periods.' It stated that it was unable to provide transport services during peak periods, that is to say from 07.00 hrs to 09.00 hrs and from 19.00 hrs to 22.00 hrs owing to the fact that the provision of such services was technically and financially not feasible. In that connection the applicant emphasised that no undertaking could make available so many vehicles during the peak periods without subcontracting to taxi operators working in breach of the legislation. In the document appended as Annex 2 to its tender, it stated that to use taxis to transport persons in unmarked vehicles under the contract with the Parliament was contrary to the ban under French legislation on taxis being operated for valuable consideration without their distinctive markings (see paragraph 11 above).

31 By a letter dated 11 May 1999 the Parliament replied that it was for the competent French judicial authorities and not for it to interpret the French legislation. However, it affirmed that it had available to it no information which would lead it to believe that Coopérative Taxi 13 was not observing the conditions of the invitation to tender. Besides, the Parliament stated that no reference had been made to it by any administrative or judicial authority to challenge the conditions under which the contract at issue was being implemented (see paragraph 18 above).

32 It follows that the present dispute primarily concerns the question whether the Parliament was entitled to take the view that Coopérative Taxi 13 was able to observe the conditions for the performance of the contract at issue in accordance with French legislation.

33 Accordingly, the Parliament cannot claim that the applicant has no legal interest in bringing proceedings on the ground that it submitted a tender which was in any event unacceptable. Inasmuch as annulment of the contested decision, owing to the fact that use of taxis under the contract at issue is not permitted under French legislation, would entail reopening the tender procedure, the applicant does indeed have a legal interest in bringing the present proceedings in order to be able to submit a fresh tender without being faced by competition from taxi companies operating outside the legislation.

34 Accordingly, the allegation by the Parliament that the present action is inadmissible must be rejected.

The claim for annulment

35 In its application the applicant raises two pleas alleging, first, infringement of the French law applicable to the taxi business and of the description of services to be provided and, secondly, breach of the principle of non-discrimination, inasmuch as the Parliament is said to have disregarded French legislation when it issued the invitation to tender. At the hearing the applicant raised a third plea alleging breach of the condition in the notice under which service providers had to prove that they had been active in the sector for three years.

First plea: infringement of the French law applicable to the taxi business and of the description of services to be provided

Arguments of the parties

36 The applicant contends that the award of the contract at issue to Coopérative Taxi 13, or to any other taxi undertaking, is in breach of the French legislation applicable to the taxi business. That legislation prohibits the use of taxis as unmarked vehicles for the transport of persons for valuable consideration. In fact, taxis enjoy certain exemptions which cannot be extended to other business. Thus, in entering into the contract at issue with Coopérative Taxi 13, the Parliament infringed the condition laid down in Article 6 of the description of services to be provided (administrative clauses) under which the tender for, and performance of, services must be in conformity with the applicable legislation.

37 The Parliament observes that the French legislation applicable to the activities described in the tender is Law No 82-1153 of 30 December 1982 laying down guidelines for domestic transport (*Official Journal of the French Republic* of 31 December 1982) and Decree No 87-242 of 7 April 1987 defining and laying down the conditions governing performance of private non-urban passenger transport by road (*Official Journal of the French Republic* of 8 April 1987, p. 3980). According to the Parliament, that legislation in no way prohibits the provision of the services forming the subject-matter of the tender. On the contrary, Article 3 of Decree No 87-242 requires undertakings providing vehicles with drivers to be entered in the register of undertakings engaged in public passenger transport by road. Coopérative Taxi 13 forwarded with its tender a certificate of entry in that register enabling it to offer vehicles for hire for passenger transport in unmarked vehicles.

38 Moreover, the Parliament contends that the applicant is not entitled to bring proceedings under Article 6 of the description of services to be provided

(administrative clauses) challenging the award of the contract at issue. The purpose of that provision is to protect the rights of the Parliament by allowing it to rescind the contract awarded as a result of the invitation to tender if the successful tenderer fails to observe the applicable legislation. Accordingly, that stipulation cannot be invoked against the decision awarding the contract by unsuccessful tenderers.

Findings of the Court

39 Like the other institutions, the Parliament has a wide discretion in assessing the factors to be taken into account for the purpose of deciding to award a contract following an invitation to tender and the Court's review should be limited to checking that there has been no serious and manifest error (see Case 56/77 *Agence Européenne d'Intérims* v *Commission* [1978] ECR 2215, paragraph 20, Case T-19/95 *Adia Intérim* v *Commission* [1996] ECR II-321, paragraph 49, and Case T-203/96 *Embassy Limousines & Services* v *Parliament* [1998] ECR II-4239, paragraph 56).

40 Furthermore, under the second paragraph of Article 230 EC, the Court has jurisdiction, in the context of annulment proceedings, to adjudicate in actions for lack of competence, infringement of essential procedural requirements, infringement of the EC Treaty or of any rule of law relating to its application, or misuse of powers. It follows that the Court cannot treat the alleged infringement of French legislation as a question of law for which unlimited judicial review is available. Review of that kind is a matter exclusively for the French authorities.

41 Nevertheless, in accordance with the principles of sound administration and solidarity as between the Community institutions and the Member States, the

institutions are required to ensure that the conditions laid down in an invitation to tender do not induce potential tenderers to infringe the national legislation applicable to their business.

42 In the present case, the Parliament stated that the French legislation did not ban the provision in unmarked taxis of the transport services forming the subject-matter of the invitation to tender, provided that those services were covered by an entry in the register of undertakings engaged in public passenger transport by road. It must be observed that the applicant has failed to demonstrate that that assertion by the Parliament was manifestly erroneous. The applicant merely invoked the French legislation concerning the taxi business; it has not established that the legislation on non-urban private passenger transport services by road could not apply to taxis operating unofficially, where the latter provide the services provided for in the invitation to tender. Moreover, it is not contested that Coopérative Taxi 13 provided a certificate establishing that it is entered in the register of undertakings engaged in public passenger transport by road. The Parliament has shown that that registration was required by the abovementioned French legislation on private transport services, which lends credence to its arguments.

43 In those circumstances, the applicant has not demonstrated that the Parliament manifestly misdirected itself in its interpretation of the French legislation.

44 Nor, moreover, is the applicant entitled in law to rely on the clause in the draft framework contract under which the services must be provided in conformity with the legislation in force. That clause cannot be interpreted as imposing a requirement on the Parliament to check, not only that the person to whom the contract is awarded is entered in the register, as mentioned above, but also that that person is performing the contract in accordance with French legislation. As the Parliament has clearly stated, under that clause, the person to whom the contract is awarded must ensure that he is acting in conformity with the French legislation and, consequently, must suffer the consequences of a failure to do so.

45 It should be added that the Parliament stated at the hearing that, should it be wrong in its interpretation of the French legislation, it would be compelled to rescind the contract under that clause.

46 It follows from the foregoing that the first plea based on an infringement of the French legislation applicable to the taxi business and of the description of services to be provided must be rejected.

The second plea: breach of the principle of non-discrimination

Arguments of the parties

47 The applicant maintains that, like the other operators of limousines which had submitted tenders, it was discriminated against on financial grounds.

48 It observes that, under French legislation, taxis receive a free road-tax disc (vignette) and tax reductions on fuel. They are also exempt from professional charges.

49 Thus, the applicant contends that, even if the Parliament was not the instigator of that discrimination, it has in fact infringed the principle of non-discrimination.

50 The Parliament argues that this plea relates in fact to the legislative choices open to a Member State concerning two separate economic activities. However, it goes on to argue that is not for the Community judicature to assess the validity of national legislation in the context of an action for annulment, that not being a head of jurisdiction under the second paragraph of Article 230 EC.

51 In the alternative the Parliament maintains that it has not infringed the principle of non-discrimination in the present case. Even on the supposition that there is a difference of treatment under French law as between taxi operators and operators of limousines with drivers, the procedure for the award of public contracts to which the Community institutions are subject does not allow cognisance to be taken of that difference.

Findings of the Court

52 It should first of all be observed that the applicant is not claiming that the Parliament is the instigator of the alleged discrimination between operators of limousines and taxi companies. Indeed, the applicant acknowledges that that discrimination is due solely to the difference of treatment as between those two occupational categories under French law.

53 However, since the applicant has not demonstrated that the Parliament's interpretation of the French legislation applicable to the services forming the

subject-matter of the invitation to tender was manifestly erroneous (see paragraph 43 above), it is no more entitled to claim that the Parliament infringed the principle of non-discrimination on the ground that it failed to take account of that difference of treatment. The Parliament cannot, under the applicable Community legislation, take into consideration differences in market opportunities engendered by French law. It is obliged to accept the financially most advantageous tender, regard being had to the criteria set out in the Notice.

54 Accordingly, the second plea must also be rejected.

The third plea: breach of the condition in the Notice under which service providers had to show that they had been operating in that sector for three years

55 At the hearing the applicant claimed that the Parliament had failed to observe the requirement of three years' activity in the area concerned laid down in point 14 of the Notice (see paragraph 4 above) on the ground that Coopérative Taxi 13 was established in October 1998 and its registration took effect only on 1 December 1998.

56 The applicant explained the delay in raising this plea by the fact that it was only on reading the defence that it became aware of the fact that the awarding authority had not observed that requirement.

57 At the hearing the Parliament observed that there is no reference in the application to the alleged irregularity of the tender procedure constituted by the fact that tenderers had to prove that they had been active in this sector for three years. On that ground it considers that plea to be inadmissible.

58 In any event it contended that that plea is unfounded. Although it is true that Coopérative Taxi 13 was established recently, nevertheless its members, who carried on their activity within the framework of the earlier taxi cooperative, have the requisite experience. In that connection, the Parliament explained that the experience required by the Notice and the description of services to be provided is to be assessed not in regard to the undertaking but in regard to the drivers called on to conduct the transport operations in question.

Findings of the Court

59 It is clear from the provisions of Articles 44(1)(c) and 48(2) of the Rules of Procedure of the Court of First Instance, taken together, that the application initiating proceedings must indicate the subject-matter of the dispute and set out in summary form the pleas raised and that no fresh issue may be raised in the course of proceedings unless it is based on matters of law or of fact which come to light in the course of the written procedure (see, *inter alia*, judgments in Case 306/81 *Verros* v *Parliament* [1983] ECR 1755, paragraph 9, Case T-207/95 *Ibarra Gil* v *Commission* [1997] ECR-SC I-A-13 and II-31, paragraph 51 and Case T-217/95 *Passera* v *Commission* [1997] ECR-SC I-A-413 and II-1109, paragraph 87).

60 The plea in question was not raised, either directly or by implication, in the application, nor is it closely linked with the other pleas raised therein. It is therefore a fresh plea, as the applicant itself acknowledges. It follows that it is inadmissible unless it is based on matters of law or of fact which have come to light in the course of the written procedure.

61 The applicant claimed that it was only on reading the defence that it became aware of the fact that Coopérative Taxi 13 did not meet the requirement that tenderers had to prove that they had been active in the sector for three years.

62 It is important to point out, in that connection, that the fact that the applicant became aware of a factual matter during the course of the procedure before the Court of First Instance does not mean that that element constitutes a matter of fact coming to light in the course of the procedure. A further requirement is that the applicant was not in a position to be aware of that matter previously (see judgment in Case T-141/97 *Yasse* v *EIB* [1999] ECR-SC II-929, paragraphs 126 to 128).

63 As is clear from the case-file, the applicant was indeed in a position to be able to ascertain, prior to lodgment of the application, the circumstances under which Coopérative Taxi 13 was set up. It stated in its letter to the Parliament of 15 April 1999 that it was given to understand that the Parliament was renewing the contract which had been entered into with the 'association (coopérative) des artisans taxis'. In that letter it went on to state that although the tender submitted by the 'artisans taxis strasbourgeois' might be financially more favourable, the services provided would not be covered by any legal framework, contrary to the terms of the invitation to tender.

64 In response to those allegations the Parliament's Director-General for Administration, in his letter of 11 May 1999, clearly stated that the successful tenderer was Coopérative Taxi 13 (see paragraph 18 above). On lodging its application on 8 June 1999, the applicant was therefore perfectly aware of the fact that Coopérative Taxi 13 had obtained the contract as a result of the invitation to tender. It could therefore have made inquiries with the competent authority as to the date on which Coopérative Taxi 13 was set up.

65 Consequently, on the supposition that it was only on reading the defence that the applicant noticed that there might be an inconsistency between acceptance of the tender by Coopérative Taxi 13 and the condition in the Notice under which tenderers had to prove that they had been active in the sector for three years, it cannot be heard to say that it was not possible for it to raise that inconsistency in the application.

66 Therefore, since the applicant was in a position to raise in its originating application the plea based on an infringement of the abovementioned condition, it cannot, under the terms of Article 48(2) of the Rules of Procedure, raise it at the stage of the hearing (see judgment in Joined Cases T-305/94 to T-307/94, T-313/94 to T-316/94, T-318/94, T-325/94, T-328/94, T-329/94 and T-335/94 *Limburgse Vinyl Maatschappij and Others* v *Commission* [1999] ECR II-931, paragraph 63).

67 In light of the foregoing, the abovementioned plea put forward for the first time at the hearing is not based on matters of law or fact coming to light during the course of the procedure and must consequently be declared inadmissible.

The claim for damages

68 Under the second paragraph of Article 288 EC and the general principles to which that provision refers, Community liability depends on fulfilment of a set of conditions as regards the unlawfulness of the conduct alleged against the institution, the fact of damage and the existence of a causal link between the conduct in question and the damage complained of (see judgment in Case T-336/94 *Efisol* v *Commission* [1996] ECR II-1343, paragraph 30).

69 Since in its pleas and arguments set out above the applicant has not shown that the Parliament's conduct was unlawful, its claim for damages must be dismissed.

70 It follows from all the foregoing that the application must be dismissed in its entirety.

Costs

71 Under Article 87(2) of the Rules of Procedure, the unsuccessful party is to be ordered to pay the costs, if they have been asked for in the successful party's pleadings. Since the applicant has been unsuccessful, it must be ordered to pay the costs, as asked for by the Parliament.

On those grounds,

THE COURT OF FIRST INSTANCE (Fifth Chamber)

hereby:

1. **Dismisses the application;**

2. **Orders the applicant to bear its own costs and pay those of the Parliament.**

García-Valdecasas Lindh Cooke

Delivered in open court in Luxembourg on 6 July 2000.

H. Jung R. García-Valdecasas

Registrar President