



**COUNCIL OF
THE EUROPEAN UNION**

**Brussels, 27 May 2013
(OR. en)**

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LEGISLATIVE ACTS AND OTHER INSTRUMENTS: CORRIGENDUM

Subject: Agreement between the European Union and the Russian Federation on drug precursors
COMMON GUIDELINES
Consultation deadline for Croatia:19.4.2013

Pages EU/RU/en 9, EU/RU/en11, EU/RU/en 13, EU/RU/en 15, EU/RU/Annex I/en 2 and EU/RU/Annex II/en 2 shall be replaced by the following pages.

7. The competent authorities of the requested Party should as promptly as possible inform the competent authorities of the requesting Party about the circumstances that prevent or delay the execution of the request.

If the competent authorities of the requesting Party state that there is no more necessity to complete the request, they shall as promptly as possible inform the competent authorities of the requested Party accordingly.

8. The Parties may cooperate with each other to minimise the risk of illicit shipments of scheduled precursors brought into or out of the territory of the Russian Federation and the customs territory of the European Union.

9. Assistance provided under this Article shall not prejudice the rules governing mutual assistance in criminal matters and extradition, nor shall it apply to information obtained under powers exercised at the request of a judicial authority, except where communication of such information is authorised by that authority.

ARTICLE 6

Exceptions to the obligation to provide mutual assistance

1. Provision of assistance may be refused or may be made subject to certain conditions or requirements, in cases where a Party is of the opinion that assistance under this Agreement would be likely to prejudice the sovereignty, the security, the public policy or other essential interests of the Russian Federation or that of a Member State of the European Union which has been requested to provide assistance under this Agreement.
2. For the cases referred to in this Article, the decision of the competent authorities of the requested Party and the reasons therefore must be communicated to the competent authorities of the requesting Party as promptly as possible.

ARTICLE 7

Cooperation regarding precursors not listed in Annex I

1. The Parties may, on a voluntary basis, exchange information about precursors not listed in Annex I of this Agreement (hereinafter referred to as "non-scheduled precursors").
2. In the case of paragraph 1 of this Article, the provisions of Article 4 (2) – (9) shall apply.
3. The Parties may exchange their available lists of non-scheduled precursors.

4. The Joint Follow-Up Expert Group shall administer this Agreement and ensure its proper implementation. For this purpose:

- It shall address questions relating to the implementation of the Agreement;
- It shall study and recommend technical cooperation measures referred to in Article 8;
- It shall study and recommend other possible forms of cooperation;
- It shall consider other issues of the Parties about the implementation of this Agreement.

5. The Joint Follow-Up Expert Group may recommend amendments to this Agreement to the Parties.

ARTICLE 10

Obligations under other international agreements

1. Unless otherwise provided by this Agreement, its provisions shall not affect the obligations of the Parties under any other international agreement.
2. The exchange of secret information is regulated by the Agreement between the Government of the Russian Federation and the European Union on the protection of classified information¹.

¹ OJ EU L 155, 22.6.2010, p. 57.

ARTICLE 12

Duration, denunciation and amendments

1. This Agreement shall be concluded for five years at the end of which it is automatically/tacitly renewed for further successive five year periods until one of the Parties, no later than 6 months prior to the termination of the relevant 5 year period notifies the other Party in writing of its intention to terminate this present agreement.
2. This Agreement may be amended by mutual consent of the Parties.

ARTICLE 13

Costs

Each Party shall bear the costs it incurs arising from the measures to implement this Agreement.

Done at Date

in duplicate in the Bulgarian, Czech, Danish, Dutch, Estonian, English, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, Swedish and Russian languages, all these texts being equally authentic.

FOR THE EUROPEAN UNION

FOR THE RUSSIAN FEDERATION

N-Acetylanthranilic Acid

Norephedrine

Phenylacetic Acid

1-Phenyl-2-propanone

Piperidine

Piperonal

Potassium Permanganate

Pseudoephedrine

Safrole

Sulphuric Acid

Toluene

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The salts of the substances listed in this Annex are included whenever the existence of such salts is possible. (With the exception of the salts of Hydrochloric Acid and Sulphuric Acid.)

"Transparency": A data subject shall be provided with information as to the purposes of the processing and the identity of the data controller, the recipients and categories of recipients of the personal data, the existence of the right of access and the right to rectify, erasure or blocking data concerning him/her, the right to administrative and judicial recourses and other information insofar as this is necessary to ensure fair processing, unless such information has already been provided by the Parties to the Agreement.

"Rights of access, rectification, erasure and blocking of data": A data subject shall have a right of direct access without constraint to all data relating to him/her that are processed and, as appropriate, the right to the rectification, erasure or blocking of data the processing of which does not comply with this Agreement because the data are incomplete or inaccurate.

"Redress": The Parties shall provide that a data subject who considers that his/her right to privacy or that personal data concerning him/her have been processed in breach of this Agreement, shall have the right in accordance with their legislation to an effective administrative remedy before a competent authority and a judicial remedy before an independent and impartial tribunal accessible by individuals regardless of their nationality or country of residence.

Any such infringements or violation shall be subject to appropriate, proportionate and effective sanctions including compensation for damages suffered as a result of an infringement of data protection rules. Where data protection provisions are found to have been breached sanctions including compensation are to be imposed in accordance with applicable domestic rules.