PLACE OF INTERNATIONAL AGREEMENTS TO WHICH THE EUROPEAN UNION IS PART WITHIN THE EU LEGAL ORDER

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Abstract:

The various categories of international agreements to which the European Union is part that are currently multiplying and diversifying by increasing participation of the Union in international relations are true sources of law for the European Union's legal order. However, apart from the fact that they oblige the Union internationally, integrate into its legal order and become sources of law. In terms of the level of international agreements to which the EU is part in the Union legal order, we notice, at the end of the study, that it is inferior to the primary law, but superior to the derivative law.

Keywords: *International agreements; the European Union; the EU's legal order; jurisprudence of the European Union's Court of Justice.*

1. Introductory considerations

In this study, we propose to highlight the place that the international agreements to which the European Union is part, occupy within the union legal order and to identify the legal effect that such agreements have on the Union's legal order. The approach has, as a starting point the particularity of the agreements to which the Union is part, in respect of their direct implementation and invocation, not only in the legal orders of the Member States and in front of the national courts, but also within the EU legal order and in front of its Court of Justice[1]. In addition, we note that, although the Court of Luxembourg has held since 1974[2], that once came into force, the provisions of an agreement are „part"[3] of the European Union law, things are not so simple, because not a few times, „in the field of international agreements, a series of political considerations appear"[4]. Moreover, „the question whether the provisions of a specific agreement have a direct consequence is not disposed of only by reference to the legal criteria defined, initially, in the Van Gend and Loos decision".[5]

2. The European Union's competence to conclude international agreements

According to public international law science, legal subjects are considered, at this level, all those entities that meet the following cumulative conditions: participate in the creation of the international law rules; have the capacity of recipients of these rules and have the ability to assume and exercise rights and acquire obligations within the international legal order[6]. In other words, are subjects of international law, „those entities involved in legal relations governed by the rules of international law and which may be holding direct rights and obligations in the international legal order". In other words, subjects of international law are „those entities involved in the legal relations governed by the international law rules and which may be holders of direct rights and obligations in the international legal order".[7]

Specialized doctrine considers that one of the most important changes to the European Union through the entry into force of the Treaty of Lisbon on December 1, 2009 is the express indication of its legal personality. By all account, until such date, the European Union had been attributed by the doctrinarians, an implicit legal personality, taking into account the provisions of Art. 24 and 38 of the Treaty on European Union, which articles granted the Union the competence to conclude international agreements. Once with the entry into force of the Treaty of Lisbon, the European Union became the subject of international law, by participating in international relations by virtue of legal personality which Article 47 of the Treaty on European Union (TEU) gave it. Thus, the shortest article of the Treaty on European Union enshrines, for the first time in the history of the Union, the legal personality of this entity: „the Union has a legal personality". What legal effect does this

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[1] **Paul Craig, Gráinne de Búrca,** *„Dreptul Uniunii Europene. Comentarii, jurisprudenţă şi doctrină",* 4th edition, Hamangiu Publishing House, Bucharest, 2009, p. 258.

[2] Decision ECJ, April 30, 1974, *Haegeman*, 181/73.

[3] Pursuant to section 5 of the *Haegeman, precited* decision (http://www.ier.ro/sites/default/files/traduceri/61973J0181.pdf).

[4] **Paul Craig, Gráinne de Búrca,** *op.cit.*, p. 259.

[5] *Idem.*

[6] According to **Dumitra Popescu, Felicia Maxim,** *„Drept ionternaţional public"*, vol.1, Renaissance Publishing House, Bucharest, 2011, p. 59.

[7] **Dragoş Chilea,** *„Drept internaţional",* Hamangiu Publishing House, Bucharest, 2007, p. 50.

text produce?[8] It is relatively easy to answer, namely: since December 1, 2009, we can say that, on the international scene, a new subject of law appears, namely the European Union, if we relate to the definition given in Article 1.1, of the Convention of 1975 on the representation of States in their relations with international organizations having universal character and Art. 2 of the Convention on the law of treaties of 1969.

Endowment of the European Union with legal personality:

- is the result of a prerequisite with regard to the clear determination of the legal status of the Union at international level, in general and European, in particular;
- „contributes to improving the perception of the Union and its capacity for action, facilitating the political and contractual activity of the Union at bilateral and multilateral levels on the international scene, as well as to its presence in other international organizations;
- contributes to the visibility of the Union and provides the citizens of the Member States with an identity in relation to the Union;
- constitutes a critical element in the establishment of a system for the protection of fundamental rights at Union level;
- helps to correct the malfunctions resulting from that stilt structure".[9]

We conclude by specifying that, with effect from December 1, 2009, the Union turns out from a special subject of international law into a derivative one, if we consider Art. 1 third paragraph of the TEU, as amended by the Treaty of Lisbon, article according to which 'the Union shall take the place of the European Community and succeeds to it". Having acquired legal personality, the European Union has the capability of representation (the right of active and passive legation), the ability to negotiate and conclude international agreements, the right to sue in court, the ability to become a member of an international organization (if its statute allows it) and the ability to adhere to international conventions (such as the European Convention on Human Rights).

In addition, the consequences of legal personality granted to the EU, are also the following: only the Union is empowered to conclude international agreements in its areas of competence; the Union has its own budget, officials and offices and has also the opportunity to sign contracts.

In its capacity as a subject of international law, even if it is a special one, the European Union „may conclude agreements with one or more third countries or international organizations, where the treaties so provide or where the conclusion of an agreement is necessary either in order to achieve, within the framework of the Union's policies, one of the objectives established by the treaties or is provided by a binding legal act of the Union, whether it can influence the common rules or may change its scope".[10] „The Treaty of Lisbon simplifies appreciably, the procedure of negotiation and conclusion of international agreements, the unique legal personality of the EU allowing the removal of duplicate procedures (different on stilts). At the same time, it takes place (at least to some extent) a clarification of the EU's external competences, basically resuming the jurisprudence of CJ, as well as a strengthening of the role of the European Parliament „.[11]

Prior to the Treaty of Lisbon, „the Community lacked an explicit external competence, except that in certain cases: monetary policy, the common commercial policy (CCP), research, environment, development cooperation, economic and financial cooperation with third countries, association with one or more States or international organizations. The former Art. 300 of the Treaty establishing the European Community (EC) restricted the conclusion of international agreements by the European Community to cases in which the provisions of the Treaty set forth the conclusion of agreements and seemed to exclude any implicit external competences."[12] However, the Court of Justice has established the existence of implicit external competences of the European Community in the *AETR*[13] decision, decision in which it mentions the principle of parallelism between internal and external competences. According to the principle, „every time when, for implementing a common policy envisaged by the Treaty, the Community has adopted provisions which lay down, regardless of form, common rules, the Member States are no longer entitled, individually or collectively, to enter into obligations with third countries which affect those rules."[14] In such situations, the Community was competent, in order to ensure coherence between internal and external rules.

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[8] **Augustin Fuerea**, „*Legal personality and powers of the European Union",* Lex ET Scientia International Journal - Juridical Series, Nr. XVII, vol. 1/2010, Pro Universitaria Publishing House, Bucharest, p. 204.

[9] Adaptation after the Report of the European Parliament, „Rapport sur la personnalité juridique de l'Union européenne (2001/2021(INI))", Final A5-0409/2001, conducted by the Commission for Constitutional Affairs, rapporteur Carlos Carnero González, presented on November 21, 2001.

[10] Art. 216 first paragraph of the Treaty on the Functioning of the European Union.

[11] **Augustina-Mihaela Dumitraşcu**, „*Dreptul Uniunii Europene şi specificitatea acestuia",* second revised and enlarged edition, Universul Juridic Publishing House, Bucharest, 2015, p. 147.

[12] **François-Xavier Priollaud**, **David Siritzky**, „*Le traité de Lisbonne. Commentaire, article par article, des nouveaux traités européens (TUE et TFUE)"*, La Documentation Française Publishing House, Paris, 2008, pages 315-316.

[13] Court Resolution of March 31, 1971, *The Commission of the European Communities c./ Council of the European Communities* (European agreement on road transport), 22/70 (http://www.ier.ro/sites/default/files/traduceri/61970J0022.pdf).

[14] Section 17 of decision.

Subsequently, in the *Kramer*[15] decision, the Court claimed that „assuming international commitments is within the competence of the Community (...), because such jurisdiction derives not only from its explicit rendering through the Treaty, but may implicitly result from other provisions of the Treaty"[16], a matter which is also resumed in the Opinion 1/76[17]: „whenever the Community law has established for the Community institutions, internal powers in order to achieve a specific objective, the community has the competence to assume international commitments necessary for attaining this goal, even in the absence of a specific disposition in this regard"[18]. In other words, the Community also became competent when the conclusion of an agreement was necessary to achieve one of the objectives of the Community, without subordinating this power to the existence of an internal Community rule.

3. The direct effect of international agreements to which the Union is part

The agreements concluded by the Union, according to Article 216 second paragraph of the Treaty on the Functioning of the European Union (TFEU), „shall be binding on the institutions of the Union and for the Member States". Agreements to which the Union is part may be described as being, on the one hand, classical-type agreements when they are concluded with third countries or international organizations, they became mandatory only for the States or organizations which are parts thereto and, on the other hand, as the specific agreements the European Union law, acquiring its characteristics (immediate, direct and priority implementation). In the latter case, the question arises whether such agreements have a direct effect, or not i.e. if they are clear and unconditional enough to be able to be invoked by private individuals. This is because, as it was established on a jurisprudential manner, in order that a rule of law of the European Union has direct effect, it must be clear, precise and unconditional. Strictly formal, those agreements concluded by the Council and published in the Official Journal are, by the very fact of their publication, placed not only in the Union legal order, as well as in the national legal order of each Member State, without the need for ratification or publication at the national level.[19] In this way, the agreement concluded becomes binding upon the Member States and their private persons (individuals and legal entities) will be able to invoke its provisions before the national courts.

The conditions under which international agreements to which the EU is part have a direct effect in the internal legal order of the European Union have been established by the Court in Luxembourg, once with the issuance of judgment in the case of *Demirel*.[20] Thus, according to the Court, „a provision in an agreement concluded by the Community with third countries is regarded as being directly applicable when, having regard to the content, the subject matter and nature of the agreement, it sets out a clear and precise obligation whose performance or whose effects do not depend upon the intervention of any subsequent act"[21]. In this way, according to the Court, the assessment is made according to the nature and structure of the international agreement, accuracy, clarity and unconditional nature of the rules contained therein.

4. The relation between international agreements to which the EU is part and the primary law of the European Union

Since the issuance of judgment in the *Haegeman*[22] case, the Court has embraced the monistic theory regarding the relationship between the Union's legal order and the international one[23]. The situation is entirely different when we consider, however, the relationship between the primary law of the European Union and international law, namely the priority of one over the other and this is because, the Court, in this situation, varied the application of the monistic theory. Thus, in terms of the relationship between the primary EU law and international law, the Court pointed out that, where the „international agreement (...) has already been concluded, (...) the State or Community institution (...) could introduce an action for annulment against the Council decision to conclude the agreement and could request, on this occasion, interim measures by means of an application for judge's order"[24]. In addition, in Article 218, eleventh paragraph 1 of the TFEU, the last sentence, we find again the jurisprudential matter on the relationship between the

[15] Court decision of July 14, 1976, joined cases 3/76, 4/76 şi 6/76 (http://www.ier.ro/sites/default/files/traduceri/61976J0003.pdf).

[16] Section 19 and 20 of the decision.

[17] Court Opinion of April 26, 1977, Opinion issued under Art. 228, first paragraph, second subparagraph of the EEC Treaty „Draft agreement on the establishment of an European Fund for holding inland navigation vessels" (http://www.ier.ro/sites/default/files/traduceri/61976V0001.pdf)

[18] Section 3 of the Approval.

[19] See **Augustin Fuerea**, *Drept comunitar european. Partea generală*, All Beck Publishing House, Bucharest, 2003, p. 155.

[20] Decision of ECJ of September 30, 1987, *Meryem Demirel c./ Stadt Schwäbisch Gmünd*., 12/86 (http://ier.ro/sites/default/files/traduceri/61986J0012.pdf).

[21] Section 14 of the decision.

[22] *Pre-cited*.

[23] See **Koen Lenaerts**, **Eddy De Smijter**, *The European Union as an Actor under International Law*, Yearbook of European Law, 2000, pages 95-139.

[24] ECJ Decision of March 10, 1998, *Federal Republic of Germany c./ European Union Council*, C-122/95, section 41 et sequens (http://ier.ro/sites/default/files/traduceri/61995J0122.pdf).

primary EU law and international law: „in the event of a negative opinion of the Court, such agreement may enter into force only after its amendment or revision of the Treaties".

According to the treaties of the European Union, the Court of Justice of the European Union is competent including in relation to the issuance of approvals on the compatibility of a future agreement to which the Union is part and the EU law, thus conducting an *a priori* control. Within such control, the Court checks „the compatibility of agreements with the provisions of material law and with those concerning the powers, procedures and organization of the Community institutions, especially those relating to the delimitation of competences in the fields of" negotiation and conclusion of international agreements „[25]. Thus, according to the Court, „compatibility of an agreement with the Treaty may depend on, not only the substantive law, but also those which provide for the competence, procedure or institutional organization of the Community". After a careful analysis of the Court jurisprudence, we find that it has exercised its jurisdiction to conduct an *a priori* control was exercised over and over again. In this regard, we recall: Opinion 1/76 on the Draft Agreement establishing an European Fund for those vessels sailing on inland waters[26], Opinion 1/91 of the Draft Agreement between the Community, on the one part, and the countries belonging to the European Free Trade Association, on the other hand, with regard to the creation of an European Economic Space[27] and Opinion 2/94[28] on accession of the Community to the European Convention for the protection of human rights and fundamental freedoms[29].

As regards *a posteriori* control, its performance by the Court of Luxembourg raises issues within the international legal order. In accordance with him regulations occasioned by its jurisprudence, „the question of whether the conclusion of a certain agreement is within the competence of the Community or not and whether, in a given case, this competence was exercised in accordance with the provisions of the Treaty, is a problem which may be subject to the Court's analysis[30]". How problematic may be the consequences of such a decision is revealed by the Court's decision to annul the agreement on the implementation of the rules in the field of competition, signed on September 23, 1991 between the Commission and the authorities of the United States of America[31]. This precedent is able to highlight situations of legal uncertainty in the relations of the Union with external partners that can sensitize the bilateral or multilateral framework and, in particular, may involve the international liability of the Union[32].

Basically, the rule of international law or of the obligations arising out of international commitments on the measures belonging to the secondary legislation of the European Union may be the subject of an analysis of the Court of Justice of the European Union, such as its own jurisprudence regulates[33]. Pursuant to article 216 second paragraph, both the Member States and the institutions of the Union must take steps that are in strict compliance with the international law. Court jurisprudence has introduced the mention that the obligation to observe the international commitments by the Member States continue both in legal relations with partners, as well as in their relations with the European Community (nowadays, in their relations with the European Union). Thus, although a measure taken within the European Union is not in conformity with an obligation born by virtue of an international agreement, the Union must comply with/implement the provisions of international law, in the detriment of measures belonging to the secondary law. The Court, in accordance with Art. 216 of the TFEU, has the power to check the compliance with this obligation.

From this rule, it was also the Court that led the way to introducing some exceptions via two cases related to the implementation of GATT and WTO rules, respectively. In the first case, Germany has challenged the compliance with the provisions of GATT for a Council regulation on the organisation of the market as regards bananas[1]. Although the Court recognized the applicability and superiority of GATT rules in the community legal order, it considered „the spirit, the general framework and the terms of the international agreement in question"[2] as representing

[25] ECJ, October 4, 1979, Opinion 1/78 (http://ier.ro/sites/default/files/traduceri/61978V0001.pdf). Section 30 and 31 have been acknowledged by Art. 107 (2) of the CEJ Rules of Procedure of din June 19, 1991.

[26] Opinion issued on the grounds of Article 228 first paragraph, second subparagraph of the EEC of April 26, 1977 (http://ier.ro/sites/default/files/traduceri/61976V0001.pdf)

[27] Opinion of December 14, 1991 (http://ier.ro/sites/default/files/traduceri/61991V0001.pdf)

[28] Opinion of March 28, 1996 (http://ier.ro/sites/default/files/traduceri/61994V0002.pdf)

[29] For further details, see also **Koen Lenaerts**, **Eddy De Smijter**, *op. cit*., p. 98.

[30] ECJ Opinion of November 11,1975, pursuant to Art. 228 first paragraph of the TEEC, Agreement on standards for local costs, Opinion 1/75.

[31] Case C-327/91, *Franced c./ Commision*.

[32] We can talk about „liability for all social categories, including governors" (pursuant to **Elena Emilia Ștefan**, *Examen asupra jurisprudenței Curții Constituționale privind noțiunea de „fapte grave" de încălcare a Constituției*, in the Public Law Revue no. 2/2013, Universul Juridic Publishing House, Bucharest, p. 86.

[33] In the doctrine there is the opinion according to which, ' (...) if originally, courts checked the compliance with the legality in the work of the Administration, at this point, there is also question to comply with the European Union law **(Elena Emilia Ștefan**, *Legal liability. A special look on liability in the administrative law*, Pro Universitaria Publishing House, Bucharest, 2013, p. 105).

[1] ECJ Judgment, October 5, 1994, *Germany v. / Council of the European Union*, 70/87, (http://www.ier.ro/sites/default/files/traduceri/61993J0280.pdf).

[2] Pt. 105 of the judgment.

an additional condition in the context of the analysis of the incompatibility of Community measure with the said agreement. In this case, the Court concluded that, „thanks to the spirit, the general framework and the terms in which the referenced provision has been designed, it cannot be regarded as establishing a rule of international law, directly applicable in the internal legal order of the Contracting Parties, so that such provision cannot represent a foundation for challenging the lawfulness of secondary law measures."[3]

In connection with the request addressed to the Court by Portugal, to annul the decision of the Council to conclude agreements in the field of textiles between the European Community, on the one hand, and India and Pakistan, on the other hand[4], given that they would not abide by a set of rules and principles of the WTO, the Court refused to consider the legality of Community measures on the grounds that this would constitute an unbalanced application of WTO rules, provided that the principle of reciprocity is fundamental to the WTO[5]. Moreover, the Court held that the courts of the most important members of the WTO do not examine the lawfulness of national laws in the light of the WTO[6], this attribute belonging to WTO mechanism for the resolution of disputes. Implementation by the court of a control of compatibility of secondary law rules with the WTO rules would deprive the Community (now the Union) from the advantage of negotiations that it would be equipped with as a member[7].

The relationship between the agreements concluded by the Member States before the entry into force of TEC or before the accession to the European Union, as appropriate as well as the European Union law, is given by Article 351 of the TFEU[8], article which states the following: „the provisions of the treaties shall not affect the rights and obligations arising from agreements concluded before January 1, 1958 or, for acceding States, before the date of accession; between one or more Member States, on the one hand and one or more third countries, on the other hand". However, Member States are required that, if the scope of some of these agreements are not compatible with the treaties, „to use all appropriate means to remove the incompatibilities detected". The logic of this provision is represented by the" the imperative of uniformity of European Union law"[9], and, in doctrinal interpretation, it was the one that represented the Foundation of the Court's judgment in ERTA case and not the doctrine of implied powers. In Klabbers' opinion, "the court deduced the Community's ability to conclude agreements with third countries in the field of road transport in order to ensure the uniformity of Community law and not necessarily because that would have been the intention of the parties to the TEC or that such jurisdiction should be implied"[10].

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References:

- ANGHEL, Elena, The importance of principles in the present context of law recodifying, in proceedings-ul CKS-eBook 2012;
- Augustin Fuerea, „Drept comunitar european. Partea generală", All Beck Publishing House, Bucharest, 2003;
- CHILEA, Dragoş, „Drept internaţional", Hamangiu Publishing House, Bucharest, 2007;
- CRAIG, Paul; DE BÚRCA, Gráinne, „Dreptul Uniunii Europene. Comentarii, jurisprudenţă şi doctrină", 4th edition, Hamangiu Publishing House, Bucharest, 2009;
- DUMITRAŞCU, Augustina-Mihaela, „Dreptul Uniunii Europene şi specificitatea acestuia", second revised and enlarged edition, Universul Juridic Publishing House, Bucharest, 2015;
- FUEREA, Augustin, „Legal personality and powers of the European Union", Lex ET Scientia International Journal - Juridical Series, Nr. XVII, vol. 1/2010, Pro Universitaria Publishing House, Bucharest;

[3] Pt. 110 and following.

[4] ECJ Judgment, 23 November 1999, *The Portuguese Republic v./ Council of the European Unio*n, C-149/96 (http://www.ier.ro/sites/default/files/traduceri/61996J0149.pdf)

[5] Pt. 45 of the judgment.

[6] Pt. 43 of the judgment.

[7] Pt. 27 of the judgment.

[8] Former Article 307 of TEC.

[9] As regards the role of law principles in interpretation, see **Elena Anghel**, *The importance of principles in the present context of law recodifying*, în proceedings-ul CKS-eBook 2012, pages 753-762.

[10] **Jan Klabbers**, „*Treaty Conflict and the European Union*", Cambridge University Press, Cambridge, 2009, p. 11.

- KLABBERS, Jan, „Treaty Conflict and the European Union", Cambridge University Press, Cambridge, 2009
- LENAERTS, Koen; DE SMIJTER Eddy, „The European Union as an Actor under International Law", Yearbook of European Law, 2000;
- POPESCU, Dumitra; MAXIM, Felicia, „Drept internațional public", vol.1, Renaissance Publishing House, Bucharest, 2011;
- PRIOLLAUD, François-Xavier; SIRITZKY, David, „Le traité de Lisbonne. Commentaire, article par article, des nouveaux traités européens (TUE et TFUE)", La Documentation Française Publishing House, Paris, 2008;
- ȘTEFAN, Elena Emilia, Examen asupra jurisprudenței Curții Constituționale privind noțiunea de „fapte grave" de încălcare a Constituției, in the Public Law Revue no. 2/2013, Universul Juridic Publishing House, Bucharest;
- ȘTEFAN, Elena Emilia, Legal liability. A special look on liability in the administrative law, Pro Universitaria Publishing House, Bucharest, 2013;
- Report of the European Parliament, „Rapport sur la personnalité juridique de l'Union européenne (2001/2021(INI))", Final A5-0409/2001, conducted by the Commission for Constitutional Affairs, rapporteur Carlos Carnero González, presented on November 21, 2001;
- Court Resolution of March 31, 1971, The Commission of the European Communities c./ Council of the European Communities (European agreement on road transport), 22/70 (http://www.ier.ro/ sites/default/files/traduceri/61970J0022.pdf);
- Court decision of July 14, 1976, joined cases 3/76, 4/76 şi 6/76 (http://www.ier.ro/sites/default/ files/traduceri/61976J0003.pdf);
- Court Opinion of April 26, 1977, Opinion issued under Art. 228, first paragraph, second subparagraph of the EEC Treaty „Draft agreement on the establishment of an European Fund for holding inland navigation vessels" (http://www.ier.ro/sites/default/files/traduceri/61976V 0001.pdf);
- Decision of ECJ of April 30, 1974, Haegeman, 181/73;
- Decision of ECJ of September 30, 1987, Meryem Demirel c./ Stadt Schwäbisch Gmünd., 12/86 (http://ier.ro/sites/default/files/traduceri/61986J0012.pdf);
- ECJ Decision of March 10,1998, Federal Republic of Germany c./ European Union Council, C-122/95, section 41 et sequens (http://ier.ro/sites/default/files/traduceri/61995J0122.pdf);
- ECJ, October 4, 1979, Opinion 1/78;
- (http://ier.ro/sites/default/files/traduceri/61978V0001.pdf). Section 30 and 31 have been acknowledged by Art. 107 (2) of the CEJ Rules of Procedure of din June 19, 1991;
- Opinion issued on the grounds of Article 228 first paragraph, second subparagraph of the EEC of April 26, 1977 (http://ier.ro/sites/default/files/traduceri/61976V0001.pdf);
- Opinion of December 14, 1991 (http://ier.ro/sites/default/files/traduceri/61991V0001.pdf);
- Opinion of March 28, 1996 (http://ier.ro/sites/default/files/traduceri/61994V0002.pdf);
- ECJ Opinion of November 11,1975, pursuant to Art. 228 first paragraph of the TEEC, Agreement on standards for local costs, Opinion 1/75;
- Case C-327/91, Franced c./ Commision.