

AGREEMENT BETWEEN THE EUROPEAN COMMUNITY AND THE REPUBLIC OF SOUTH AFRICA ON TRADE IN SPIRITS

THE EUROPEAN COMMUNITY,
hereinafter referred to as "the Community",
and

THE REPUBLIC OF SOUTH AFRICA,
hereinafter referred to as "South Africa",
hereinafter referred to as "the Contracting Parties",

WHEREAS the Agreement on Trade, Development and Cooperation between the European Community and its Member States, of the one part, and the Republic of South Africa, of the other part, has been signed on 11 October 1999, hereinafter referred to as the "TDC Agreement", and entered into force provisionally on 1 January 2000,

DESIROUS of creating favourable conditions for the harmonious development of trade and the promotion of commercial cooperation in the spirits sector on the basis of equality, mutual benefit and reciprocity,

RECOGNISING that the Contracting Parties desire to establish closer links in this sector which will permit further development at a later stage,

RECOGNISING that due to the long standing historical ties between South Africa and a number of Member States, South Africa and the Community use certain terms, names, geographical references and trade marks to describe their spirits products, farms and practices, many of which are similar,

RECOGNISING that the Contracting Parties have different internal requirements and definitions for spirits that should not be prejudiced by this Agreement,

RECALLING their obligations as parties to the Agreement establishing the World Trade Organisation (hereinafter referred to as the "WTO Agreement"), and in particular the provisions of the Agreement on the Trade Related Aspects of Intellectual Property Rights (hereinafter referred to as "the TRIPs Agreement"),

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Objectives

1. The Contracting Parties shall, on the basis of non-discrimination and reciprocity, facilitate and promote trade in spirits produced in South Africa and the Community, on the conditions provided for in this Agreement.
2. The Contracting Parties shall take all general and specific measures necessary to ensure that the obligations laid down by this Agreement are fulfilled and that the objectives set out in this Agreement are attained.

ARTICLE 2

Scope and coverage

This Agreement applies to spirits falling under heading 22.08 of the International Convention on the Harmonised Commodity, Description and Coding System ("Harmonised System"), done at Brussels on 14 June 1983, which are produced in such a manner that they conform to the applicable legislation regulating the production of a particular type of spirit in the territory of a Contracting Party.

ARTICLE 3

Definitions

For the purposes of this Agreement, unless otherwise provided in this Agreement:

- (a) "originating" means when used in relation to the name of one of the Contracting Parties, that a spirit is produced entirely within the territory of that Contracting Party;
- (b) "geographical indication" means an indication, including an "Appellation of Origin", as defined in Article 22(1) of the TRIPs Agreement, which is recognised in the laws and regulations of a Contracting Party for the purpose of the identification of a spirit originating in the territory of that Contracting Party;
- (c) "homonymous" means the same geographical indication or an indication so similar as to be likely to cause confusion, to denote different places, procedures or things;
- (d) "description" means the words used to describe spirits on a label, or on the documents accompanying the transport of spirits, on commercial documents, particularly invoices and delivery notes, and in advertising, and "describe" has a similar meaning;
- (e) "labelling" means all descriptions and other references, signs, designs, geographical indications or trade marks which distinguish spirits and which appear on the container, including its sealing device or the tag attached to the container and the sheathing covering the neck of bottles;
- (f) "Member State" means a Member State of the Community;
- (g) "presentation" means the words or signs used on containers, including their closure, on the labelling and the packaging;
- (h) "packaging" means the protective wrappings, such as papers, straw envelopes of all kinds, cartons and cases, used in the transport of one or more containers or for presenting them with a view to sale to the final consumer;
- (i) "produced" means the entire distillation and maturation process in making spirits;
- (j) "trade mark" means:
 - (i) a trade mark registered in terms of the legislation of a Contracting Party or a Member State,
 - (ii) a common law trade mark which is recognised under the law of a Contracting Party or a Member State, and
 - (iii) a well-known trade mark referred to in Article 6 bis of the Paris Convention (1967);
- (k) "identification" means, when used in relation to geographical indications, the use of geographical indications for the purpose of describing or presenting spirits.

ARTICLE 4

General rules on importation and marketing

Unless otherwise provided in this Agreement, importation and marketing shall be conducted in compliance with the laws and regulations applying in the territory of the Contracting Party concerned.

TITLE I

RECIPROCAL PROTECTION OF SPIRITS NAMES AND RELATED PROVISIONS ON DESCRIPTION AND PRESENTATION

ARTICLE 5

Principles

1. The Contracting Parties shall ensure, in accordance with this Agreement, the reciprocal protection of the names referred to in Article 6 which are used for the identification of spirits originating in the territories of the Contracting Parties. For this purpose, each Contracting Party shall provide the appropriate legal means to ensure effective protection.
2. The protected names:
 - (a) with regard to Community names:
 - (i) are exclusively reserved in South Africa to the spirits originating in the Community to which they apply, and

(ii) may not be used otherwise than under the conditions laid down in the laws and regulations of the Community;

(b) with regard to South African names:

(i) are exclusively reserved in the Community to the spirits originating in South Africa to which they apply, and

(ii) may not be used otherwise than under the conditions laid down in the laws and regulations of South Africa.

3. The protection provided for in this Agreement shall prohibit in particular any use of indications protected by virtue of this Agreement for spirits which are not originating in the geographical area indicated, even when:

(a) the true origin of the spirits is indicated;

(b) the geographical indication is used in translation;

(c) the indications are accompanied by expressions such as "kind", "type", "style", "imitation", "method" or the like.

4. In the case of homonymous geographical indications:

(a) where such indications protected by virtue of this Agreement are homonymous, protection shall be granted to each indication, provided it has been used traditionally and consistently and the consumer is not misled as to the true origin of the spirits;

(b) where such indications protected by virtue of this Agreement are homonymous with the name of a geographical area outside the territory of the Parties, the latter name may be used to describe and present spirits produced in the geographical area to which the name refers, provided the name is traditionally and consistently used, its use for that purpose is regulated by the country of origin and consumers are not misled into believing that the spirit originates in the territory of the Party concerned.

5. The Contracting Parties may determine the practical conditions of use under which the homonymous names referred to in paragraph 4 will be differentiated from each other, taking into account the need to ensure equitable treatment of the producers concerned and that consumers are not misled.

6. The provisions of this Agreement shall in no way prejudice the right of any person to use, in the course of trade, their name or the name of their predecessor in business, except where such name is used in such a manner as to mislead consumers.

7. Nothing in this Agreement shall oblige a Contracting Party to protect a name of the other Contracting Party which is not or ceases to be protected in its country of origin or which has fallen into disuse in that country.

8. At the request of either of the two Parties, the Joint Committee referred to in Article 17 shall examine the cases to be settled on the basis of exchanged registers of South Africa and the Community and its Member States.

On the basis of this examination, the Parties shall agree not later than 30 September 2002 that:

(a) a settlement has to be decided for a case if:

(i) a trademark of a product of one Party is identical with, or similar to a geographical indication or other name of the other Party protected under this Agreement, and

(ii) the use of such trademarks of a product is misleading to the public as to the true place of origin of that product;

or

(b) the case is to be considered as non-conflictual.

Where point (a) applies, the Parties shall agree on elimination and allow for a reasonable transitional period where coexistence is possible.

ARTICLE 6

Protected names

The following names are protected with regard to spirits:

- (a) originating in the Community :
- (i) references to the name of the Member State in which the spirits originates,
 - (ii) the geographical indications referred to in the Annex,
 - (iii) the specific denominations "Grappa", "Ouzo/Oýæï", "Korn", "Kornbrand", "Jägertee", "Jagertee", "Jagatee" and "Pacharan";
- (b) originating in South Africa:
- (i) the name "South Africa" or other names used to indicate this country,
 - (ii) the geographical indications referred to in the Annex.

ARTICLE 7

Transitional provisions regarding certain specific denominations

Notwithstanding the protection provided for in Articles 5 and 6, the Contracting Parties agree that, after a transitional period of 5 years, the denominations referred to in Article 6(a)(iii) will not be used to denominate any spirits produced in South Africa and the only products authorised to be sold under those denominations on the South African market will be those originating in the Community. This undertaking, including the verification of third country imports which it implies, will be implemented on a mutual understanding that the principle of the protection of such spirit denominations conforms to TRIPs rules.

ARTICLE 8

Exports

The Contracting Parties shall take the measures necessary to ensure that, in cases where spirits originating in the Contracting Parties are exported and marketed outside of their territories, the protected names of one Contracting Party referred to in Article 6 are not used to describe and present spirits originating in the other Contracting Party.

ARTICLE 9

Extension of protection

To the extent that the relevant legislation of each Contracting Party so allows, the benefit of the protection given by this Agreement shall be extended to natural and legal persons, bodies corporate and to federations, associations and organisations of producers, traders or consumers whose headquarters are in the other Contracting Party.

ARTICLE 10

Enforcement

1. If the appropriate competent body designated in accordance with Article 14 becomes aware that the description or presentation of spirits, particularly on labels or in official or commercial documents or in advertising, is in breach of this Agreement, the Contracting Parties shall apply the necessary administrative measures and/or initiate legal proceedings as appropriate in order to combat unfair competition or to prevent in any other way the improper use of a protected name.
2. The measures and proceedings laid down in paragraph 1 shall be taken in particular in the following cases:
 - (a) where the translation of descriptions provided for by Community or South African legislation into the language or languages of the other Contracting Party results in the appearance of a word which is liable to be misleading as to the origin, nature or quality of the spirits thus described or presented;
 - (b) where descriptions, trade marks, names, inscriptions or illustrations which directly or indirectly give false or misleading information as to the provenance, origin, nature, vine variety or material qualities of spirits appear on containers or packaging, in advertising, or in official or commercial documents relating to spirits whose names are protected under this Agreement;
 - (c) where, for packaging, containers are used which are misleading as to the origin of spirits.
3. Paragraphs 1 and 2 shall be without prejudice to the possibilities of the persons and entities referred to in Article 9 to take appropriate actions in the Contracting Parties, including recourse to the courts.

ARTICLE 11

Other internal legislation and international agreements

Unless otherwise agreed between the Contracting Parties, this Agreement shall not preclude any more extensive protection afforded, now or in the future, to names protected by this Agreement, by the Contracting Parties under their internal legislation or other international agreements.

TITLE II

IMPORT CERTIFICATION REQUIREMENTS

ARTICLE 12

Certification documents and analysis report

South Africa shall authorise the importation in its territory of spirits in accordance with the rules governing the import certification documents and analysis reports as provided for in its internal legislation.

ARTICLE 13

Safeguard provisions

1. The Contracting Parties reserve the right to introduce temporary additional import certification requirements in response to legitimate public policy concerns, such as health or consumer protection or in order to act against fraud. In this case, the other Contracting Party shall be given adequate information in sufficient time to permit the fulfilment of the additional requirements.
2. The Contracting Parties agree that such requirements shall not extend beyond the period of time necessary to respond to the particular public policy concern in response to which they were introduced.

TITLE III

MUTUAL ASSISTANCE BETWEEN ENFORCEMENT AUTHORITIES

ARTICLE 14

Enforcement authorities

1. Each Contracting Party shall designate the bodies to be responsible for the application of this Agreement. Where a Contracting Party designates more than one competent body, it shall ensure the coordination of the work of those bodies. For this purpose, a single liaison authority shall be designated.
2. The Contracting Parties shall inform one another of the names and addresses of the bodies and authorities referred to in paragraph 1 not later than two months after this Agreement comes into force. There shall be close and direct cooperation between those bodies.
3. The bodies and authorities referred to in paragraph 1 shall seek ways of improving assistance to each other in the application of this Agreement in order to combat fraudulent practices.

ARTICLE 15

Infringement

1. If one of the bodies or authorities designated in accordance with Article 14 has reason to suspect that:
 - (a) spirits being or having been traded between South Africa and the Community, does not comply with this Agreement or with provisions laid down in the laws and regulations of the Contracting Parties; and
 - (b) this non-compliance is of particular interest to the other Contracting Party and could result in administrative measures or legal proceedings being taken;it shall immediately inform the competent bodies and the liaison authority of the other Contracting Party.
2. The information to be provided in accordance with paragraph 1 shall be accompanied by official, commercial or other appropriate documents. There should also be an indication of what administrative

measures or legal proceedings may, if necessary, be taken. The information shall include, in particular, the following details of the spirits concerned:

- (a) the producer and the person who has power of disposal over these spirits;
- (b) the composition of these spirits;
- (c) the description and presentation of these spirits; and
- (d) details of the non-compliance with the rules concerning production and marketing.

TITLE IV

MANAGEMENT OF THE AGREEMENT

ARTICLE 16

Tasks of contracting parties

1. The Contracting Parties shall, either directly or through the Joint Committee established pursuant to Article 17, maintain contact on all matters relating to the implementation and the functioning of this Agreement.
2. In particular, the Contracting Parties shall:
 - (a) amend the Annex and Protocol by mutual decision to take account of any amendments to the laws and regulations of the Contracting Parties;
 - (b) mutually determine the practical conditions referred to in Article 5(5);
 - (c) inform each other of the intention to decide new regulations or amendments of existing regulations of public policy concern, such as health or consumer protection, with implications for the spirits sector;
 - (d) inform each other of legislative measures, administrative measures and judicial decisions concerning the application of this Agreement and inform each other of measures adopted on the basis of such decisions.

ARTICLE 17

Joint committee

1. A Joint Committee shall be established, consisting of representatives of the Community and South Africa. It shall meet at the request of one of the Contracting Parties and in accordance with the requirements for implementing the Agreement alternately in the Community and in South Africa convened at a time and place mutually determined by the Contracting Parties.
2. The Joint Committee shall see to the proper functioning of this Agreement and shall examine all questions which may arise in implementing it.

In particular, the Joint Committee may make recommendations which would contribute to the attainment of the objectives of this Agreement.
3. The Joint Committee shall facilitate contacts and exchanges of information to optimise the functioning of this Agreement.
4. The Joint Committee shall put forward proposals on issues of mutual interest in the spirits sector.

TITLE V

GENERAL PROVISIONS

ARTICLE 18

Transit small quantities

Titles I and II shall not apply to spirits:

- (a) which are in transit through the territory of one of the Contracting Parties, or
- (b) which originate in the territory of one of the Contracting Parties and which are consigned in small quantities between those Contracting Parties under the conditions and according to the procedures provided for in the Protocol.

ARTICLE 19

Territorial application

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty, and, on the other hand, in respect of South Africa, to the territories as defined in the South African Constitution.

ARTICLE 20

Failure to comply

1. If a Contracting Party is of the opinion that the other Contracting Party has failed to fulfil an obligation under this Agreement, it shall submit a written notice to this effect to the other party. This notice may request the party to enter into consultations within a specified period.
2. The Contracting Party which requests the consultations shall provide the other Contracting Party with all the information necessary for a detailed examination of the case in question.
3. In cases where any delay could endanger human health or impair the effectiveness of measures to control fraud, appropriate interim protective measures may be taken, without prior consultation, provided that consultations are held as soon as possible after the taking of these measures.
4. If, following the consultations provided for in paragraphs 1 and 3, the Contracting Parties have not reached agreement:
 - (a) the Contracting Party which requested the consultations or which took the measures referred to in paragraph 3 may take appropriate protective measures so as to permit the proper application of this Agreement;
 - (b) each Party may invoke the dispute settlement procedure set out in Article 21.

ARTICLE 21

Dispute settlement procedure

1. A Contracting Party may refer any dispute relating to the application or interpretation of this Agreement to a body which meets with the approval of the other Contracting Party.
2. The body referred to in paragraph 1 may settle the dispute by means of a decision.
3. Each Contracting Party shall be bound to take the measures involved in carrying out the decision referred to in paragraph 2.
4. In the event that it is not possible to settle the dispute in accordance with paragraph 2, either Contracting Party may notify the other of the appointment of an arbitrator, whereafter the other Contracting Party must appoint a second arbitrator within two months after receiving such notice.
5. Arbitrators appointed in accordance with paragraph 4 shall appoint a third arbitrator to consider the dispute together with the other two arbitrators.
6. The three arbitrators shall take a decision on the basis of a majority within a maximum period of 12 months.
7. Each Contracting Party shall be bound to take the measures involved in carrying out the decision referred to in paragraph 6.

ARTICLE 22

Future developments

1. The Contracting Parties at any time amend this Agreement in order to enhance the level of cooperation in the spirits sector.
2. Within the framework of this Agreement, either of the Contracting Parties may put forward suggestions for widening the scope of their cooperation, taking into account the experience gained in its application.
3. South Africa recognises the importance that the Community attaches to its system of protection of "traditional expressions". The Community recognises that South Africa has fundamental concerns about the nature, scope and applicability of this system. The Contracting Parties agree to continue to work together on this issue in the context of the Wine and the Spirits Agreements bearing in mind the future outcome of multilateral negotiations in this area. The Contracting Parties agree to examine the objective, principles and application to certain specific cases of a system that would apply to the Parties. Any agreement arising out of this provision will be incorporated in this Agreement.

ARTICLE 23

Marketing of pre-existing stocks

1. Spirits which, at the time of or prior to the entry into force of this Agreement, have been produced, described and presented in accordance with the internal laws and regulations of the respective Contracting Party, but in a manner prohibited by this Agreement, may be marketed under the following conditions:

Where products are described and labelled using geographical indications protected by this Agreement, they may continue to be marketed:

- (i) by wholesalers or producers, for a period of three years,
- (ii) by retailers, until stocks are exhausted.

2. Spirits produced, described and presented in accordance with this Agreement when they are marketed and whose description or presentation ceases to conform to the Agreement following an amendment thereto may be marketed until stocks are exhausted unless otherwise agreed by the Contracting Parties.

ARTICLE 24

ANNEX AND PROTOCOL

The Annex and the Protocol to this Agreement shall form an integral part thereof.

ARTICLE 25

Authentic languages

This Agreement is drawn up in duplicate in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish and Swedish languages and the official languages of South Africa, other than English, namely Sepedi, Sesotho, Setswana, siSwati, Tshivenda, Xitsonga, Afrikaans, isiNdebele, isiXhosa and isiZulu, each of these texts being equally authentic.

ARTICLE 26

Entry into force - notice

1. This Agreement shall enter into force on the first day of the month following that during which the Contracting Parties have notified each other of the completion of the necessary procedures.
2. If pending the entry into force of this Agreement, the Contracting Parties decide to apply it provisionally, all references to the date of entry into force, with the exception of the reference in paragraph 3, shall be deemed to refer to the date such provisional application takes effect.
3. Either Contracting Party may terminate this Agreement at any time after its entry into force under paragraph 1, by giving one year's written notice to the other Contracting Party.

Done at Paarl on the twentieth day of December in the year two thousand and one.

[Spirits Protocol](#)

PROTOCOL

THE CONTRACTING PARTIES HEREBY AGREE AS FOLLOWS:

- I. In applying Title II and III of the Agreement, the Contracting Parties agree that the methods of analysis recognised as reference methods by the International Vine and Wine Office (OIV) and published by that Office or, where an appropriate method does not appear in this publication, a method of analysis complying with the standards recommended by the International Organisation for Standardisation (ISO), shall prevail as reference methods for the determination of the analytical composition of the spirit in the context of control operations.

II. Pursuant to Article 18(b) of the Agreement, the following shall be considered to be small quantities:

1. spirit in labelled containers of not more than 5 litres fitted with a nonreusable closing device where the total quantity transported, whether or not made up of separate consignments, does not exceed 100 litres.
2. (a) quantities of spirit not exceeding 30 litres per traveller contained in traveller's luggage;
- (b) quantities of spirit not exceeding 30 litres forming part of consignments from one individual to another;
- (c) quantities of spirit forming part of the household effects of individuals moving house;
- (d) which are imported for the purpose of scientific or technical experiments, subject to a maximum of 1 hectolitre;
- (e) which are imported for diplomatic, consular or similar establishments as part of their duty-free allowance;
- (f) which are held on board international means of transport as victualling supplies.

The case of exemption referred to in point 1 may not be combined with one or more of the cases of exemption referred to in point 2.

Spirits Annex

ANNEX

(referred to in Article 6)

A. List of protected names of spirits originating in the Community:

1. Rum

Rhum de la Martinique

Rhum de la Guadeloupe

Rhum de la Réunion

Rhum de la Guyane

(The term "traditional" may be added to these names.)

Ron de Málaga

Ron de Granada

Rum da Madeira

2. (a) Whisky

Scotch Whisky

Irish Whisky

Whisky español

(The terms "malt" or "grain" may be added to these names.)

(b) Whiskey

Irish Whiskey

Uisce Beatha Eireannach/Irish Whiskey

(The term "Pot Still" may be added to these names.)

3. Grain Spirit

Eau-de-vie de seigle de marque nationale luxembourgeoise

4. Wine spirit

Eau-de-vie de Cognac

Eau-de-vie des Charentes

Cognac

(One of the following terms may be added to this name:

- Fine,
- Grande Fine Champagne,
- Grande Champagne,
- Petite Champagne,
- Petite Fine Champagne,
- Fine Champagne,
- Borderies,
- Fins Bois,
- Bons Bois)

Fine Bordeaux

Armagnac

Bas-Armagnac

Haut-Armagnac

Ténarèse

Eau-de-vie de vin de la Marne

Eau-de-vie de vin originaire d'Aquitaine

Eau-de-vie de vin de Bourgogne

Eau-de-vie de vin originaire du Centre-Est

Eau-de-vie de vin originaire de Franche-Comté

Eau-de-vie de vin originaire du Bugey

Eau-de-vie de vin de Savoie

Eau-de-vie de vin originaire des Coteaux de la Loire

Eau-de-vie de vin des Côtes-du-Rhône

Eau-de-vie de vin originaire de Provence

Faugères/eau-de-vie de Faugères

Eau-de-vie de vin originaire du Languedoc

Aguardente do Minho

Aguardente do Douro

Aguardente da Beira Interior

Aguardente da Bairrada

Aguardente do Oeste

Aguardente do Ribatejo

Aguardente do Alentejo

Aguardente do Algarve

Aguardente de Vinho da Região dos Vinhos Verdes

Aguardente da Região dos Vinhos Verdes Alvarinho

Lourinhã

5. Brandy

Brandy de Jerez

Brandy del Penedés

Brandy italiano

Brandy Ἀττικὸν/Brandy of Attica

Brandy Πελοποννησιακὸν/Brandy of the Peloponnese

Brandy Κεντρικὸν Ἑλλάδος/Brandy of Central Greece

Deutscher Weinbrand

Wachauer Weinbrand, Weinbrand Dürnstein

6. Grape marc spirit

Eau-de-vie de marc de Champagne/marc de Champagne

Eau-de-vie de marc originaire d'Aquitaine

Eau-de-vie de marc de Bourgogne

Eau-de-vie de marc originaire du Centre-Est

Eau-de-vie de marc originaire de Franche-Comté

Eau-de-vie de marc originaire de Bugey

Eau-de-vie de marc originaire de Savoie

Eau-de-vie de marc originaire de Savoie

Marc de Bourgogne

Marc de Savoie

Marc d'Auvergne

Eau-de-vie de marc originaire des Coteaux de la Loire

Eau-de-vie de marc des Côtes du Rhône

Eau-de-vie de marc originaire de Provence

Eau-de-vie de marc originaire du Languedoc

Marc d'Alsace Gewürztraminer

Marc de Lorraine

Bagaceira do Minho

Bagaceira do Douro

Bagaceira da Beira Interior

Bagaceira da Bairrada

Bagaceira do Oeste

Bagaceira do Ribatejo

Bagaceiro do Alentejo

Bagaceira do Algarve

Aguardente Bagaceira da Região dos Vinhos Verdes

Bagaceira da Região dos Vinhos Verdes Alvarinho

Orujo gallego

Grappa di Barolo

Grappa piemontese/Grappa del Piemonte

Grappa lombarda/Grappa di Lombardia

Grappa trentina/Grappa del Trentino

Grappa friulana/Grappa del Friuli

Grappa veneta/Grappa del Veneto

Südtiroler Grappa/Grappa dell'Alto Adige

Τσικουδιά Κρήτης/Tsikoudia of Crete

Τσίπουρο Μακεδονίας/Tsipouro of Macedonia

Τσίπουρο Θεσσαλίας/Tsipouro of Thessaly

Τσίπουρο Τυρνάβου/Tsipouro of Tyrnavos

Eau-de-vie de marc de marque nationale luxembourgeoise

7. Fruit spirit

Schwarzwälder Kirschwasser

Schwarzwälder Himbeergeist

Schwarzwälder Mirabellenwasser

Schwarzwälder Williamsbirne

Schwarzwälder Zwetschgenwasser

Fränkisches Zwetschgenwasser

Fränkisches Kirschwasser
Fränkischer Obstler
Mirabelle de Lorraine
Kirsch d'Alsace
Quetsch d'Alsace
Framboise d'Alsace
Mirabelle d'Alsace
Kirsch de Fougerolles
Südtiroler Williams/Williams dell'Alto Adige
Südtiroler Aprikot/Südtiroler
Marille/Aprikot dell'Alto Adige/Marille dell'Alto Adige
Südtiroler Kirsch/Kirsch dell'Alto Adige
Südtiroler Zwetschgeler/Zwetschgeler dell'Alto Adige
Südtiroler Obstler/Obstler dell'Alto Adige
Südtiroler Gravensteiner/Gravensteiner dell'Alto Adige
Südtiroler Golden Delicious/Golden Delicious dell'Alto Adige
Williams friulano/Williams del Friuli
Sliwovitz del Veneto
Sliwovitz del Friuli-Venezia Giulia
Sliwovitz del Trentino-Alto Adige
Distillato di mele trentino/Distillato di mele del Trentino
Williams trentino/Williams del Trentino
Sliwovitz trentino/Sliwovitz del Trentino
Aprikot trentino/Aprikot del Trentino
Medronheira do Algarve
Medronheira do Buçaco
Kirsch/Kirschwasser Friulano
Kirsch/Kirschwasser Trentino
Kirsch/Kirschwasser Veneto
Aguardente de pêra da Lousã
Eau-de-vie de pommes de marque nationale luxembourgeoise
Eau-de-vie de poires de marque nationale luxembourgeoise
Eau-de-vie de kirsch de marque nationale luxembourgeoise
Eau-de-vie de quetsch de marque nationale luxembourgeoise
Eau-de-vie de mirabelle de marque nationale luxembourgeoise
Eau-de-vie de prunelles de marque nationale luxembourgeoise
Wachauer Marillenbrand

8. Cider spirit and perry spirit
Calvados du Pays d'Auge
Calvados
Eau-de-vie de cidre de Bretagne
Eau-de-vie de poiré de Bretagne
Eau-de-vie de cidre de Normandie
Eau-de-vie de poiré de Normandie
Eau-de-vie de cidre du Maine
Aguardiente de sidra de Asturias
Eau-de-vie de poiré du Maine

9. Gentian spirit
Bayerischer Gebirgsenzian

Südtiroler Enzian/Genzians dell'Alto Adige
Genziana trentina/Genziana del Trentino

10. Fruit spirits
Pacharán navarro

11. Juniper-flavoured spirits
Ostfriesischer Korngenever
Genièvre Flandre Artois
Hasseltse jenever
Balegemse jenever
Péket de Wallonie
Steinhäger
Plymouth Gin
Gin de Mahón

12. Caraway-flavoured spirits
Dansk Akvavit/Dansk Aquavit
Svensk Aquavit/Svensk Akvavit/Swedish Aquavit

13. Aniseed-flavoured spirits
Anis español
Évora anisada
Cazalla
Chinchón
Ojén
Rute

14. Liqueurs
Berliner Kümmel
Hamburger Kümmel
Münchener Kümmel
Chiemseer Klosterlikör
Bayerischer Kräuterlikör
Cassis de Dijon
Cassis de Beaufort
Irish Cream
Palo de Mallorca
Ginjinha portuguesa
Licor de Singeverga
Benediktbeurer Klosterlikör
Ettaler Klosterlikör
Ratafia de Champagne
Ratafia catalana
Anis português
Finnish berry/fruit liqueur
Grossglockner Alpenbitter
Mariazeller Magenlikör
Mariazeller Jagasaftl
Puchheimer Bitter
Puchheimer Schlossgeist
Steinfelder Magenbitter
Wachauer Marillenlikör

15. Spirits
Pommeau de Bretagne
Pommeau du Maine
Pommeau de Normandie
Svensk Punsch/Swedish Punsch

16. Vodka
Svensk Vodka/Swedish Vodka
Suomalainen Vodka/Finsk Vodka/Vodka of Finland

B. List of protected names for spirits originating in South Africa
Brandy/Brandewyn
Avontuur
Backsberg
Laborie
Mons Ruber
Uitkyk

Spirits Agreement Declaration

Joint Declaration

on the definitions referred to in Article 3

The Contracting Parties hereby declare that the terms "produced entirely" and "the entire distillation and maturation process" which appear in the definitions in Article 3(a) and (i) of the Agreement do not refer to the origin of the raw materials used in the production of a spirit drink.

Joint Declaration

on certification and analysis referred to in Article 12

The Contracting Parties hereby declare that the following parameters are subject to the analysis provided for under South Africa's rules on spirit import certification procedures:

1. Spirits other than those referred to points 2 and 3:
 - % of alcoholic strength by volume,
 - content of methyl alcohol per hectolitre of 100% vol alcohol,
 - quantity of volatile substances per hectolitre of 100% vol alcohol.
2. Blended whisky:
 - % of alcoholic strength by volume,
 - content of methyl alcohol per hectolitre of 100% vol alcohol,
 - quantity of volatile substances per hectolitre of 100% vol alcohol,
 - higher alcohols -- amyl alcohol per hectolitre absolute alcohol.
3. Spirit based beverages:
 - 3.1. Liqueur, spirit cocktail:
 - % of alcoholic strength by volume,
 - content of methyl alcohol per hectolitre of 100% vol alcohol,
 - residual sugar g/litre
 - 3.2. Spirit cooler:
 - % of alcoholic strength by volume,
 - content of methyl alcohol per hectolitre of 100% vol alcohol,
 - total sulphur dioxide,

-- volatile acidity, expressed as acetic acid

3.3. Cream liqueur:

-- % of alcoholic strength by volume,

-- content of methyl alcohol per hectolitre of 100% vol alcohol,

-- residual sugar,

-- butterfat

3.4. Other:

-- % of alcoholic strength by volume,

-- content of methyl alcohol per hectolitre of 100% vol alcohol.

Joint Declaration

on bottle sizes and on the alcoholic strengths of spirits

The Contracting Parties hereby declare that bottle sizes and minimum alcoholic strengths by volume for release for human consumption of spirit drinks should not unnecessarily burden exporters in both Contracting Parties. They further declare that they will encourage further harmonisation.

Joint Declaration

on the exchange of registers

Both parties consider that the obligation stipulated in Article 5(8) of the Agreement to proceed to the examination of trade-marks before 30 September 2002 on the basis of an exchange of registers necessarily requires the European Community and South Africa to communicate the registers within a time-limit which enables Article 5(8) to be implemented.

Declaration by South Africa

on the protection of country names referred to in Article 6

South Africa hereby declares that it maintains its position in principle that the majority of names of Member States of the Community cannot be protected as geographical indications in terms of the TRIPs Agreement.