

**No. 47905**

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**Latvia  
and  
Finland**

**Agreement between the Government of the Republic of Latvia and the Government of the Republic of Finland on the Reciprocal Holding of Stocks of Crude Oil and Petroleum Products. Riga, 30 October 2009**

**Entry into force:** *10 July 2010 by notification, in accordance with article 9*

**Authentic texts:** *English, Finnish and Latvian*

**Registration with the Secretariat of the United Nations:** *Latvia, 15 October 2010*

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**Lettonie  
et  
Finlande**

**Accord entre le Gouvernement de la République de Lettonie et le Gouvernement de la République de Finlande relatif à l'Imputation Réciproque des Stocks de Pétrole Brut et de Produits Pétroliers. Riga, 30 octobre 2009**

**Entrée en vigueur :** *10 juillet 2010 par notification, conformément à l'article 9*

**Textes authentiques :** *anglais, finnois et letton*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Lettonie, 15 octobre 2010*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**Agreement between the Government of the Republic of Latvia and  
the Government of the Republic of Finland on the Reciprocal  
Holding of Stocks of Crude Oil and Petroleum Products**

The Government of the Republic of Latvia and the Government of the Republic of Finland, (the “Contracting Parties”):

HAVING REGARD to Council Directive 2006/67/EK of 24 July 2006 imposing obligations on Member States of the European Economic Community to maintain minimum stocks of crude oil and/or petroleum products;

HAVING REGARD to Article 7 of the Directive which envisages the establishment of stocks within the territory of a Member State for the account of undertakings located in another Member State, under agreements between Governments;

HAVING REGARD to national legislation regarding oil stockholding obligations;

HAVE AGREED as follows:

**Article 1**

For the purposes of this Agreement:

“competent authority” means the Governmental authority of each Contracting Party responsible for supervising the fulfilment by undertakings of stock obligations.

“supply crisis” means a supply crisis as declared by an institution of the European Union.

“territory” means that area over which each Contracting Party exercises jurisdiction.

“undertaking” means any undertaking or body/entity established in the territory of one Contracting Party which is, according to the national legislation of that Contracting Party, entitled to hold stocks for the purpose of facilitating compliance, whether by that undertaking or body/entity or by a third party, with the law relating to oil stockholding obligations of that or the other Contracting Party.

“Member State” means each Member State of the European Union.

## **Article 2**

This Agreement applies to stocks of crude oil and of any petroleum products including blending and finished products covered by the Directive, which have been accepted by the competent authorities of both Contracting Parties as being stocks to which this Agreement applies.

## **Article 3**

(1) An undertaking established in Latvia may hold stocks to which this Agreement applies in Finland. Such stocks may be held either:

- (a) Directly by the undertaking located in Latvia, or
- (b) By an undertaking established in Finland, on behalf of the undertaking located in Latvia.

(2) An undertaking established in Finland may hold stocks to which this Agreement applies in Latvia. Such stocks may be held either:

- (a) directly by the undertaking established in Finland, or
- (b) by an undertaking established in Latvia, on behalf of the undertaking established in Finland.

(3) For stocks to be eligible for acceptance under Article 2 of this Agreement, the undertaking seeking acceptance of those stocks under that Article must have agreed to hold them whether itself or through a third party, from the first day of any calendar month for three or more full calendar months, after acceptance by the competent authorities of both Contracting Parties.

(4) If an undertaking holds stocks on behalf of another undertaking in accordance with paragraphs (1) (b) or (2) (b) of this Article, then those stocks shall not be taken into account by the first mentioned undertaking in its own stocking declarations.

#### **Article 4**

Neither Contracting Party shall oppose the transfer of stocks to which this Agreement applies from its territory in accordance with directions issued by the competent authority of the other Contracting Party.

#### **Article 5**

(1) No stocks may be accepted under Article 2 of this Agreement as being stocks to which this Agreement applies unless:

(a) the undertaking seeking to hold the stocks outside its State of establishment ("the first undertaking") has furnished the competent authority of its State of establishment, not later than thirty days before the commencement of the period to which the acceptance relates, with the following particulars:

(i) its name and address and the name and address of the undertaking located in the State where the stocks are to be held ("the second undertaking") which is to hold the stocks on its behalf;

(ii) the category and quantity of the stocks;

(iii) location of the depot(s) where the stocks are to be held;

(iv) the period for which the stocks are to be held;

(v) the provisions of any agreement whereby the stocks are to be held on behalf of the first undertaking by the second undertaking.

(b) both the first and the second undertakings consent to the competent authorities of the Contracting Parties disclosing to each other any information obtained for the purpose of implementing this Agreement.

(2) Where an undertaking is seeking to hold outside its State of establishment stocks which will not be owned by that undertaking (the "beneficiary undertaking") but will be held at its disposal by another undertaking (the "delegating undertaking"), then in addition to the provisions of paragraph (1) of this Article, no stocks which are to be so held may be accepted under Article 2 of this Agreement as being stocks to which this Agreement applies, unless:

- (a) the stocks are to be held by virtue of an agreement in writing between the beneficiary undertaking and the delegating undertaking (the "contract") which will subsist throughout the period to which the acceptance relates;
  - (b) the beneficiary undertaking has the contractual right to acquire the stocks throughout the period of the contract and the methodology for establishing the price of such acquisition is agreed between the parties concerned;
  - (c) the actual availability of the stocks for the beneficiary undertaking is guaranteed at all times throughout the period of the contract, and
  - (d) the delegating undertaking is one which is subject to the jurisdiction of the Contracting Party on whose territory the stocks are situated insofar as the legal powers of that Contracting Party to control and verify the existence of the stocks are concerned.
- (3) Where the competent authority of one Contracting Party has been furnished with particulars under paragraph (1) (a) of this Article, or any changes in respect of such particulars, and accepts the stocks in question as stocks to which this Agreement applies, that authority shall, not later than twenty one days before the commencement of the period to which the acceptance relates, transmit the particulars to the competent authority of the other Contracting Party and notify it of such acceptance.
- (4) The competent authority to which such particulars and notification are duly given ("the second competent authority") shall use all reasonable endeavours to notify the competent authority of the other Contracting Party ("the first competent authority") whether or not it accepts the stocks in question as stocks to which this Agreement applies no later than fourteen days before the commencement of the period to which the acceptance relates and in the event that no such notification is received by the first competent authority before the date of commencement of such period, the second competent authority shall be deemed not to have accepted the stocks in question as stocks to which this Agreement applies.
- (5) Any acceptance under paragraphs (3) or (4) of this Article may be withdrawn by either competent authority if any significant inaccuracy is found in the particulars furnished in respect of that acceptance under paragraph (1) (a) of this Article or if there is any material change in the matters to which those particulars relate. Before withdrawing an acceptance under this provision the competent authority concerned shall