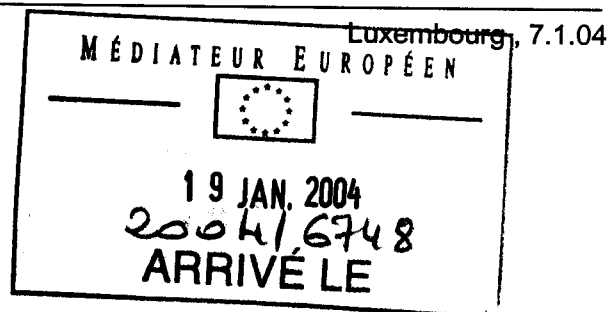


0140/2004/BB

Guido Strack
Unterste Blum 18
54332 Wasserliesch
(06501) 600207

Guido Strack Unterste Blum 18 54332 Wasserliesch

Mr. P. Nikiforos Diamandouros
European Ombudsman
1, avenue du Président Robert Schuman
B.P. 403
F - 67001 Strasbourg Cedex



Commission Decision C(2002)845 of 4 April 2002 - Art. 2

Dear Sir,

Article 2 of Commission Decision C(2002)845 of 4/4/2002 states:

"1. An official or servant who further discloses information as defined in Article 1 outside the Commission or the European Anti-Fraud Office shall not as a result suffer any adverse consequences from the Commission alone provided that all of the following conditions are met:

- a) The official or servant honestly and reasonably believes that the information disclosed, and any allegation contained in it, are substantially true;*
- b) the official or servant has previously disclosed the same information to the European Anti-Fraud Office or to the Commission and has allowed a reasonable period of time for the Office or the Commission to take the appropriate action; and*
- c) the disclosure is made to the President of the Court of Auditors or of the Council of the European Union or of the European Parliament, or the European Ombudsman.*

2. For the purposes of subparagraph (1)(b), and subject to paragraph (3), a reasonable period shall be the period which the Office or the Commission, as the case may be, has indicated as being necessary to carry out the investigations and, where necessary, take appropriate action. The official or servant shall be duly informed."

My Name is Guido Strack, I am a permanent official of the European Commission in Grade A6. From 1/9/95 until 31/3/02 I was working at the Publication Office (OPOCE). In the two years at the end of this period I was as head of sector "Consolidation" responsible for the production of consolidated legal texts. Since 1/4/02 I was working in DG Enterprise and since 16/2/03 I am working at DG Eurostat, always in Luxembourg.

In the course of the performance of my duties at OPOCE I became aware of evidence which gave rise to a presumption of the existence of illegal activities including fraud and the detrimental to the interests of the Communities and a conduct relating to the discharge of professional duties which may constitute a serious failure to comply with the obligations of officials of the Communities liable to result in disciplinary or, in appropriate cases, criminal proceedings.

On 31/7/02 I provided this information by e-mail (Attachment 1) to Mr. Bruener the Director General of the European Anti-Fraud Office (OLAF). Reception of this information was confirmed by OLAF, an official investigation with the number OF/2002/0356 was opened and on 13/11/02 I was interviewed on that affair by OLAF (Attachment 2). In contradiction to its obligations following from the above quoted Art. 2(2) OLAF never provided me with any indication of the period being necessary to carry out the investigations and to take appropriate action.

Therefore on 31/7/03 I complaint about this in my view insufficient treatment of the dossier to Mr. Kinnock and Mr. Bruener (Attachment 3). Following this I was invited for an interview with Mr. Bruener himself which took place on 15/9/03. Therein he assured me that certain delays at OLAF occurred in the past but that now the affair would be looked at again and that I would be informed within a short delay. As by 2/12/03 contrary to this statement I did not possess any further information from OLAF I requested a definitive statement (either in form of the final report on the dossier or at least in form of a definitive date for its delivery) to be provided to me before 2/1/2004 (i.e. more than 17 months after my initial information of OLAF) (Attachment 4) announcing that otherwise I would use my rights to inform you following the above mentioned legal basis. As that delay has passed without me having received the requested statement from OLAF I hereby make use of those rights.

As just demonstrated I previously disclosed the same information to the European Anti-Fraud Office and have allowed a reasonable period of time for the Office to take the appropriate action. I also can assure you that I do honestly and reasonably believe that the information disclosed, and any allegation contained in it, are substantially true.

My fundamental concern is that my complete hierarchy at OPOCE, i.e. the European civil servants Mr. Yves STEINITZ (Head of Unit Official Journal), Mr. Jacques RAYBAUT (Director) and Mr. Thomas CRANFIELD (Director General) might have applied and amended contract 1896 (Initial "montant global de dossier: 28.841.849 EUR") in an incorrect way against the financial interests of the Communities.

Contract 1896 was concluded with ADL (i.e. a GIE of SISEG and Infotechnique) in June 2000. Contract 1896 is a framework contract for the production of consolidated texts and the related source material. ADL had submitted the most cost-effective offer at a very competitive price and therefore won the open competition against other companies. In parallel to the conclusion of the contract with ADL the framework contract was as well concluded with Euroscript S.A., however to my best knowledge this company, because of the much higher prices, never was asked to perform work in relation to that contract.

The mass of information (and I would be able to provide even more on request) and the technical background show that the affair is quite difficult and that there is a lot of money involved, so let me just point out the 3 main issues that are the most serious in the following short summary:

1. In his report to the CCAM/01/0825 Mr. Cranfield (Director General of OPOCE) requested an "avis favourable" for an *avenant* of contract cadre no 1896 which according to his statement would lead to a cost reduction of 14% of the global operation costs. Doing this it seems that he was fully relying on false information provided exclusively by the contractor and ignoring my warnings. From my perspective he also must have been aware that compared to the signed comprise agreement of Mai 2001 there was no further reduction of pages nor costs. On the

contrary there are clear indications that the *avenant* lead to huge cost increases (in some cases up to 50%) and there are a lot of facts giving rise to the presumption that writing this note Mr. Cranfield and other OPOCE official were well aware of these cost increases and wanted them to happen thus assuring future good-will of the contractor and avoiding a failure of the politically important consolidation project.

2. Especially throughout the year 2001 despite several requests from my side not a single quality or delay penalty against the contractor was issued under contract 1896 even so Mr. Cranfield and other responsible officials at OPOCE were well aware that more than half of the production of this contractor was not delivered at all, seriously delayed and/or contained serious mistakes. Thus several 100.000s € of penalties were not executed even so they were clearly foreseen in the contract. Neither a cancellation of the contract has been done.
3. Despite my explicit written warning Mr. Steinitz and other responsible officials at OPOCE agreed to the payment of invoices of the contractor related to purely fictive pages that were never delivered to OPOCE without there being any proper legal basis in the contract to do so (the *avenant* clearly relates only to "page consolidée livrée" and these pages would be the only ones that could explain the argument of a reduction of pages used in the CCAM dossier - even though their treatment had already been agreed before the *avenant* was requested).

I hope that the dossier is in good hands with you and that you will have enough will and energy to bring light into the affair and to assure that the interest of the European Union and the European taxpayers are well observed. I am ready to provide you with any additional information at my disposal and would be happy to personally clarify any questions you still might have.

Best regards,



Guido STRACK
Administrator
Eurostat - Unit B5 - Research
BECH A2/168
5, rue Alphonse Weicker
L-2721 LUXEMBOURG

Direct line: 00 352 4301 38226

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<mailto:guido.strack@cec.eu.int> or guido.strack@web.de

The views expressed are those of the writer and may not in any circumstances be considered as stating an official position of the European Commission (Eurostat).

PS: This normal paper mail in opposite to the pre-send e-mail for attachment 2 also includes the OLAF-draft and the accepted final version of the interview record which I do not possess in electronic format.

STRACK Guido (ESTAT)

From: STRACK Guido (ENTR)
Sent: Tuesday 30 July 2002 09:43
To: BRUENER Franz-Hermann (OLAF)
Subject: Application of Commission Decision C(2002)845 - OPOCE - Consolidation

Dear Mr. Brüner,

my name is Guido Strack; I am permanent official of grade A6. Since 01/04/2002 I am working at DG ENTR/C/4 dealing with CORDIS. Before that I worked for three years in the Official Journal Unit of OPOCE as Head of Sector "Consolidation".

In connection with the performance of my duties at OPOCE I became aware of evidence, which from my perspective gives rise to a presumption of the existence of illegal activity detrimental to the interests of the Communities, and to conduct relating to the discharge of professional duties which may constitute a serious failure to comply with the obligations of officials of the Communities in the sense of Art. 1 of Commission Decision C(2002)845 of 4 April 2002.

My fundamental concern is that my complete hierarchy at OPOCE, i.e. the European civil servants Mr. Yves STEINITZ (Head of Unit Official Journal), Mr. Jacques RAYBAUT (Director) and Mr. Thomas CRANFIELD (Director General) might have applied and amended contract 1896 in an incorrect way against the financial interests of the Communities.

Contract 1896 was concluded with ADL (i.e. a GIE of SISEG and Infotechnique) in June 2000. Contract 1896 is a framework contract for the production of consolidated texts and the related source material. ADL had submitted the most cost-effective offer at a very competitive price and therefore won the open competition against other companies. In parallel to the conclusion of the contract with ADL the framework contract was as well concluded with Euroscript S.A., however to my best knowledge this company, because of the much higher prices, never was asked to perform work in relation to that contract.

According to the contract ADL had a three-month set-up period. After that period they were obliged to deliver consolidated texts equivalent to up to 10.000 pages of the OJ (i.e. 13.000 PDF pages) per week following the concrete work requests of OPOCE (ad-hoc-dossiers) which, as foreseen in the contract, as well fixed the delay for the delivery of each deliverable. As can be seen from the attached collection of supporting documents ADL for a long time failed to deliver as far as global volumes, respect of delays and respect of quality standards is concerned. However, and despite several initiatives from my side, my hierarchy never used the contractual clauses on penalties against ADL.

Instead OPOCE entered into long legal discussions with ADL as the company claimed that we tried to use procedures ("saving couches") that have not been foreseen in the contract and that the total amount of "source file" demands issued by OPOCE would be far too low compared to the expectations raised in the call for tender specifications.

"Saving couches" means that, while normally a consolidated texts consists of the integration of all modifications of an amending legal act into the basic legal act, there are cases in which this does/should not apply either for legal or for practical reasons.

Consolidation aims to provide a photography of a legal text (including all corrections and amendments) as it is in force at any moment in time, it is therefore not really related to the amending acts but to the date of application of each single amendment (i.e. the moment when the basic text is really changed). Consequently, if modifications in different amending acts have the same application date, they - for legal reasons - do lead to only one new photography, i.e. to only one new "couche" of the consolidated text.

For financial and practical reasons OPOCE long time before conclusion of the contract 1896 applied a similar policy in cases where huge modifications have been valid only for a short period in the past and have later been completely erased (e.g. all 300 pages of annexes have been changed six times in 1993 but in 1994 the annexes have been completely replaced anyhow); here as well only one version or "couche" of consolidated text had been requested to be produced as it had always been agreed that the main

aim of the whole consolidation operation is the production of the final consolidated text.

This practice has been known to SISEG (one of the founding companies of ADL) as this company had been involved in the consolidation even before contract 1896, as well as to several people working at ADL. There was no contradictory clause in the contract neither. Since the beginning of the contract with ADL "saving couches" was applied, i.e. these "couches" were not requested neither delivered.

The issue of "source files" is related to the fact that the whole consolidation is based on electronic SGML files. This requires that before any consolidation (i.e. integration of modifications from amendment into basic act - technically often relating to "copy and paste") can be undertaken, all acts involved need to be available as electronic files in SGML (Formex V.3.0.1) format. As specified in the call for tender and contract 1896 some of these files might already exist, others might need conversion from a less rich format into Formex V.3.0.1 and some - essentially those where the act was published before 1995 - would need to be produced from a paper (respectively image file) basis. The essential problem in relation to "source files" was that ADL claimed that the call for tender contained a table listing the volumes of "source files" foreseen to be produced. However this table did only provide estimates of the number of families per year of publication of the basic act and the source file amounts estimated to relate to this. The tricky thing thereby is that "source file" totals were not cleaned and that acts like the two decisions related to the non-accession of Norway in 1973 and 1995 were quite long and modified hundreds of basic acts. Consequently in the above mentioned table they were counted with each single act they modified even though of course in reality the source files only need to be produced once.

In May 2001 however a compromise covering all those issues had been found and agreed by ADL and OPOCE (for more information on the conflict issues and the compromise reached please refer to the collection of supporting documents). For the "saving couche" issue it was agreed that ADL should neither print nor deliver those couches, but would get a certain compensation (along applicable price categories of contract 1896).

However even after that date ADL did not comply with the contract as far as production volumes, delays and quality were concerned. Once again, I issued penalty requests that were turned down by my hierarchy. In parallel several requests for IT developments allowing sufficient control of ADLs invoices were ignored and thus turned down essentially by Mr. RAYBAUT. By these events and some statements I got the impression that the high level of control and transparency on quality and invoice matters that I tried to achieve (finally by developing and programming an invoice control application on my own) was not really a major concern of my hierarchy.

Finally, in late summer 2001, ADL came back complaining that because of OPOCE and its non-respect of the contract (essentially again on the points "saving couches" and "source file" volumes) they could not earn enough money and would be forced either to go to court or to go bankrupt, thus hindering OPOCE to comply to its political target to finish backlog consolidation within less than 2 years.

This time the negotiations were lead directly by Mr. CRANFIELD. I was - even on explicit request - not informed of what was going on (*to my own best not to bother me with political issues*). Therefore I am still not fully aware of what had been negotiated but can draw my conclusions just from the results that became visible to me (e.g. the mail I got from Mr. Neto on 30/09/2001). Those results essentially were the "avenant" to contract 1896 concluded in December 2001 and the fact that suddenly ADL claimed that 250.000 additional pages of source files needed to be demanded which lead and apparently still leads to additional source file demands issued by OPOCE.

On the one hand the "avenant" introduced a new fixed price per page (while before there was only a maximum cut-off price per page which was rarely reached) and thereby lead to a clear increase of the average price per page (I currently do not possess concrete figures in relation to the consolidations not touched by the "saving couche" issue, but a comparison based on the data in the invoice-database of Mr. Jean-Marc Dehoy will certainly show that for them as well prices did increase considerably). On the other hand the underlying dossier which was presented to get the agreement of the CCAM (CCAM/01/0825) stated: « L'offre se traduira par une diminution estimée à 14% du coût global... ». The whole "avenant" and as well these contradictions have essentially been justified by the argument that ADL would now be able to treat the things formerly called saving couche in one step, and that the total number of « pages livrées » would therefore decrease considerably leading to a decrease of total costs.

From my perspective those statements were very questionable as the agreement on the saving couches had already been made more than 6 months before the "avenant". However for me at this stage it seemed clear

that with the new clause referring to "pages livrées" there would be at least some compensation for the higher price by not any longer paying for pure internal and non-delivered "saving couches".

However in early 2002 ADL demanded payment of non-delivered "saving couches" under the new "avenant" referring to an agreement of a fixed price with my hierarchy. Only after Mr. Dehoy and myself opposed to this an official justification by ADL was delivered. Despite our efforts to defend the financial interest of the Community, OPOCE however finally agreed on additional fixed price payments, that even compared to the previous treatment were estimated to lead to a cost increase of 58% (see the last documents of the document collection).

In addition to this the "avenant" was applied retroactively to a lot of pending cases (i.e. where the demand for the delivery had been made before the avenant came into force) which in my view as well did not sufficiently respect the financial interest of the Communities. All this lead to a considerable increase of costs; in full contradiction to the statements made in the CCAM dossier justifying the "avenant".

My presumptions of the existence of illegal activities, aiming more to assure sufficient financial benefits for ADL than to defend the financial interest of the Communities were even raised by the fact that now out of a sudden more and more source file demands vis a vis ADL had to be issued. While before demands for source files were only issued in parallel with the demand to consolidate a family (i.e. at the moment when it was clear that and how the family should be consolidated) now these source file demands needed to be issued on blocks of several ten-thousand pages independent from the consolidation of the family and even for acts that had already been incorporated in a consolidation (at least in an old format of consolidation thus enabling the conversion just of the final consolidated text into the new format without the existence of a real need to go back to the amending acts).

But even there the demands of ADL did not stop thereby referring to agreements with OPOCE that 250.000 pages of source files, a big part not at all needed for consolidation, should be demanded. There might even be written proof for those agreements as I once saw a related paper during a meeting at Mr. STEINITZ. However I never got hold of that paper.

Even after I left OPOCE my ex-hierarchy still seems to follow this policy which at the same time seems to be useful for avoiding big under-spending of the available 11 MEUR budget initially only foreseen for consolidation and codification related tasks.

For me all this raised the suspicion that in autumn 2001 a "deal" between my hierarchy and ADL was made that OPOCE will pass the "avenant", i.e. pay more for the same work than under the initial contract and that more source files will be demanded, thus assuring a considerable increase of profits at ADL. It may well be that ADL has pressed my OPOCE hierarchy to agree to this threatening that otherwise production of consolidated text by ADL will be stopped leading to OPOCE being unable to fulfil the political goal of getting the consolidation done within the given schedule. It may also be true that even with this arrangement the costs for consolidation at ADL are still cheaper than using the second contractor of the framework contract 1896. However in my view such behaviour of European civil servants would be contradictory to the basic principles of public procurement and would constitute a case in the sense of Art. 1 of Commission Decision C(2002)845 of 4 April 2002.

I leave it to you and your services, to which I entrust my full confidence, to further investigate the case and to finally judge on the correctness of my presumptions. It took me a long deal of considerations to write this letter and firstly I thought that I could overcome those conflicts by just leaving OPOCE. However I now think that OLAF should know about and clarify cases like the one I encountered to help all of us doing a better job in the future.

Best regards,

Guido Strack

mailto:guido.strack@cec.eu.int
http://www.cordis.lu
Tel (+352) 4301 38226
Fax (+352) 4301 34989

Collection of supporting documents

(please be aware that I do no longer have access to the initial contract neither to the avenant or the CCAM dossier):

- the agreements with ADL of 2/5/2001



1a

CC multiple 1896

- the preparation material provided to Mr. Raybaut for the meeting of 2/5/2001 (illustration of discussions with ADL)



1b

Documents in
preparation of th...

- minutes of a meeting between Mr. Cranfield and ADL and the ADL proposal for the avenant following from that



1c

FW: ADL

- a personal summary of the situation with ADL in October 2001



RE: Consolidation:
production ...

1d

- a ADL meeting draft of a meeting of 9/1/2002 speaking about 250.000 pages of sourcefiles to be demanded



Minutes of ADL
meeting 9/1/200...

1e

- another mail I got from ADL illustrating their ideas what OPOCE should accept



FW: 1 ou deux
exemplaires

1f

- the official proposal of ADL how to invoice saving couches even under the new avenant



Adonis: 6VENANT 2,
FACTURATION...

1g

- statistical data concerning the costs of the avenant



FW: statistics as
requested

1h

- my statement on this following a request by Mr. Steinitz



Saving couches in
ADL invoice ...

1i

- some more material on the saving couche question showing that the price for saving couche according to ADL had already been agreed with my hierarchy before ADL made its official proposal (the later in fact only came up as Mr. Dehoy did not want to sign the invoices without official papers clarifying the issue)



As requested mails
linked with...

1j

- finally paying for saving couches even under avenant 2 has been agreed following the proposal of Mr. Steinitz (Ref.: JOLC(02)3498)



D3498.PDF

1k

which had been agreed by Mr. Brack on 12/04/2002 (Ref. AUT(02)D4177 -I do not possess the electronic version).

STRACK Guido (ESTAT)

From: MICHELS Annette (OPOCE)
Sent: Friday 4 May 2001 09:14
To: BRACK Serge (OPOCE); STEINITZ Yves (OPOCE); STRACK Guido (OPOCE); LEBRUN Fabrice (OPOCE); BRONQUARD Paul (OPOCE)
Subject: CC multiple 1896

Pour information veuillez trouver ci-joint la note à M. Cranfield avec les annexes.

A. Michels



CCmult1896.rloc



FICHES ADL1-19.doc

1aa

Office des publications officielles des Communautés européennes
Le Directeur de production

Luxembourg, le 8 juillet 2003

Réf: aam - ccmult1896

OPOCE - DirProd

NOTE A L'ATTENTION DE MONSIEUR T. L. CRANFIELD

Objet: Contrat-cadre multiple 1896

Étaient présents à la réunion du 2 mai 2001:

- pour le GIE ADL: MM. Velluet, Gray, Schweitzer
- pour l'OPOCE : MM. Raybaut, Steinitz, Strack, Lebrun, Bronquard.

Les 19 fiches ci-après ont été examinées et acceptées par les parties.

Sous réserve de votre aval cet accord de principe leverait les obstacles au paiement des factures.

J. RAYBAUT

Copie(s): M. Brack
M. Steinitz
M. Strack

Annexes:

FICHE 1**Fichiers sources**

Le contrat-cadre multiple 1896 spécifie que les fichiers source doivent être conformes à la norme Formex V3 telle qu'annexée au contrat.

FICHE 2

Traçabilité

Point superflu (voir point 17).

FICHE 3

VALORISATION DES FILETS COMPOSÉS

Méthode de mise en oeuvre

Les filets des tableaux sont considérés comme avoir été générés par des caractères "ligne" d'une dimension de 8 points (soit 3.0 millimètres) ce qui correspond au corps utilisé pour composer le corps des tableaux (page 11 annexe A au projet de contrat). Ainsi un filet par exemple d'une longueur de 24 cicéros aura un poids de $24 \times 12 : 8$, soit 36 signes.

ADL déterminera statistiquement le poids des filets par rapport au nombre de caractères dans un tableau. Ce ratio R est donc le poids des filets divisé par le nombre de caractères dans les tableaux, calculé sur un grand nombre de cas.

ADL facturera donc pour un tableau à N caractères, le complément "filets" qui vaudra $R \times N$ signes.

Reste à déterminer le ratio R. Dans un premier temps, c'est-à-dire pour les factures qu'ADL doit émettre maintenant, ADL mesurera les filets manuellement à l'aide d'une règle. Pour ces factures le nombre de signes correspond donc strictement à ce qui se trouve sur le papier. En mettant le poids des filets en relation avec le nombre de caractères dans le tableau une première approximation de R est obtenue. ADL répétera ce processus jusqu'à ce qu'au traitement de 200 tableaux dans la version française. Le ratio R ainsi obtenu sera celui qui sera appliqué systématiquement, car il n'est pas praticable de mesurer continuellement manuellement les filets et il n'existe pas de mécanisme automatique pour le faire.

ADL prélèvera au fur et à mesure des échantillons de tableaux (1 document source sur 50 en français) le ratio R sera réévalué semestriellement.

FICHE 4

Composition des fichiers ConsAct

Réf: Bordereau des prix – position 18.

La composition ne peut être facturée qu'une seule fois sauf demande de modification de l'OPOCE entraînant une nouvelle composition.

FICHE 5

Composition d'une image

Réf: Bordereau des prix – position 16 par analogie.

Par analogie il est convenu d'appliquer la position 16 (€1.95 par image) au cas de composition d'une image d'une hauteur supérieure ou égale à 30 cicéros (plus d'une demi-page).

Pour une image composée d'une hauteur inférieure à 30 cicéros, le prix par action sera de € 0.98.

FICHE 6

Signes comptabilisés

Réf: Bordereau des prix , remarques "les signes comptabilisés sont ceux qui se trouvent imprimés sur le papier, les espaces et les codes SGML n'en font pas partie.

L'OPOCE et ADL appliquent la remarque ci-dessus du bordereau de prix.

Le problème des caractères accentués sera réexaminé pour de nouvelles langues.

FICHE 7

Manuel de composition

Réf: Contrat – composition 4.2.3.

Annexe 6, page 1 – point 1.3

Layout rules for consolidated ConsLeg text.

L'OPOCE et ADL mettront en place avant le 30 juin 2001 un manuel de composition décrivant en détail la présentation ("lay-out") afin de limiter les interventions manuelles.

FICHE 8

Rejets de production

Réf: Lettre du 15 mars 2001

L'OPOCE et ADL retiennent le dispositif suivant, selon la lettre du 19/03/2001 de l'OPOCE à ADL, page 2; troisième tiret

"- corrections dans les fichiers CONSACT:

- les fautes structurelles sont imputées à ADL sauf preuve contraire; dans ce dernier cas elles seraient facturées avec le poste A3 (par page modifiée)
- les fautes typographiques sont imputées à ADL
- les fautes textuelles sont supportées par l'Office sauf preuve contraire et sont facturées avec le poste A10.

Les fichiers "Interleaf" sont traités comme le "Code des Douanes" sauf l'impression de la couche 1 qui est supprimée.

Aucune validation n'est demandée pour les fichiers CONSACT livrés par l'Office. En cas de problème, ADL informe l'OPOCE qui indique la marche à suivre.

Si des actions textuelles correctives sont nécessaires, l'attribut NUM CORR de l'élément INFO.MOD dans la CONSLIST est différent de zéro on applique les postes B15."

Les rejets motivés par des raisons de présentation seront réexaminés sur base du manuel de composition (voir fiche 7) et du JO.

Les cas d'erreurs partagées entre les deux parties feront l'objet d'un examen..

FICHE 9

Définition des actions répétitives

L'OPOCE et ADL partagent la définition suivante:

Sur la base de la ConsList "a modification in several languages is to be considered as identical if the following attributes are alike:

- active.doc
- active.loc
- passive.loc
- action
- command
- mod.level

i.e. if it is originating from the same place in the same document acting in the same way on the same place in a basic act and performing the same modification. Anything else is irrelevant. Further occurrences having the same attributes can only be invoiced according to the positions 11d and 14b of the contractual price list".

Dans une même langue une modification est considérée comme identique seulement si l'attribut NUMB.ACTION est utilisé.

FICHE 10

Couches intermédiaires ayant des dates d'effet différentes

L'OPOCE demande de produire moins de couches intermédiaires pour un nombre limité de familles en production de rattrapage. Le code des douanes, les substances dangereuses en sont des exemples.

Le nombre maximum des familles de la catégorie "rattrapage" concernée s'élève à 100 et pour la production quotidienne à 5 par an.

Dans ces cas exceptionnels, toutes les modifications n'apparaissent que sur la page de couverture de la couche finale livrée. Elles sont facturées dans le cadre des positions 10 et 11 du bordereau des prix (ConsList) ^{*)} Toutes les modifications intégrées dans une instance SGML (ConsAct) font l'objet des mêmes règles que dans la fiche 11.

^{*)} La position 10 - plafond 24a
La position 11 - plafond 24b

FICHE 11

Couches intermédiaires ayant la même date (start.date) d'entrée en vigueur

Mode opératoire:

- .. Réf: Contrat-cadre multiple 1896, point 3.3

..."La consolidation par cycles, chaque cycle correspond à l'intégration dans le texte résultant de l'étape précédente des nouvelles modifications apportées par l'acte modificateur ou le corrigendum. A l'issue de chaque cycle, on disposera donc d'une "photographie" (ou "couche historique") du droit en vigueur jusqu'à l'adoption du prochain acte modificateur. Ces "photographies" seront conservées dans une base de données à l'OPOCE.

- Réf: Annexe contrat et DTD ConsAct.dtd

"A production sequence is mainly determined by the start date. It represents the consolidated text valid from this date on..."

Rattrapage ("backlog")

Pour la production de rattrapage évaluée à 80% de la production totale, l'OPOCE considère que pour une même "start.date" il n'y a pas lieu de produire une "photographie" ou "couche historique" pour chaque acte modificateur ou rectificatif. Les modifications selon la procédure opératoire contractuelle seront produites (instances SGML intermédiaires) mais ne seront ni composées, ni imprimées. Elles feront l'objet de facturation selon les positions 11, 12, 13, 14, 15, 16, 21e (instance SGML) et 24b du bordereau des prix.

Le nombre de pages concerné par les positions 21e et 24b est le nombre de pages de la couche principale.

La couche principale finale fait l'objet de facturation selon les modalités contractuelles.

Pour la production quotidienne dite "daily", ces règles ne sont pas d'application.

FICHE 12

Tirage des impressions laser

Réf: Contrat: "le tirage sera normalement de 3 exemplaires papier par langue mais pourra être changé".

L'OPOCE et ADL conviennent que le nombre de copies sera limité à 2 pour tous les dossiers dits "ad hoc" à partir du 19.04.2001.

FICHE 13

Conversion Formex V 3.01 vers Formex V 3.02

La prestation est facturée conformément au bordereau des prix:

- prise en charge des fichiers par langue: position 8
- validation de la 1ère page du document: position 6
- correction d'auteur (exécuter les modifications): position 10
- finalisation et livraison (parsing, clôture, archivage): position 9

Les fichiers sont considérés comme une page de moins de 2300 caractères. De ce fait le plafond de € 16.20 est d'application.

FICHE 14

Prise en charge des anciens fichiers ConsAct

ADL accepte la consolidation à partir des fichiers ConsAct de l'ancien prestataire.

FICHE 15

Cons Oth.dtd – Analyse migration vers Consleg

L'OPOCE attend un devis d'ADL pour l'analyse des différences de structures entre les DTD ConsOth et ConsLeg.

Si les fichiers fournis par l'OPOCE ne sont pas conformes aux spécifications contractuelles, ils feront l'objet d'une mise à niveau facturée selon la position 8 du bordereau des prix.

FICHE 16

Prise en charge des fichiers électroniques fournis à ADL

Réf: Bordereau des prix – position 8 "prise en charge d'un fichier électronique fourni".

L'OPOCE considère que les fichiers ConsAct déjà traités par ADL ne donnent pas lieu à prise en charge.

Les autres fichiers ConsAct font l'objet d'une prise en charge dans le plafond de la position 24b du bordereau des prix.

Le fichier Formex 3.02 autres que ConsAct, ConsOth et ConsList ne donnent pas lieu à prise en charge.

FICHE 17

Corrections des erreurs

Réf: Bordereau des prix – positions 14 et 15

Pour les corrections textuelles ayant une incidence sur la structure, les positions 14 et 15 s'appliquent sauf s'il s'agit de fichiers sources (positions 1, 2, 3 ou 4).

Pour les corrections d'auteur dans les fichiers sources s'applique la position 10.

ADL proposera une modalité de documentation de ces corrections.

FICHE 18

Fichiers EPS

Les fichiers EPS et PDF de toute la production seront convertis en format TIFF et facturés selon la position 16 du bordereau des prix à partir d'une date communiquée par ADL (10/05/2001 au plus tard).

Les fichiers EPS et PDF de la production au jour le jour (« daily ») ou non encore pris en charge seront convertis systématiquement au format TIFF.

ADL soumettra à l'OPOCE un devis sur la base du bordereau des prix, position 22.

FICHE 19

Facturation de certaines actions correctives

Les actions correctives mentionnées dans les fiches 10, 11, 17 et 18 seront facturées dans des sous-couches additionnelles (principe de traçabilité).

Ces sous-couches seront identifiées par des numéros de séquence des couches principales en respectant les plafonds du bordereau des prix.

STRACK Guido (ESTAT)

16

From: STRACK Guido (OPOCE)
Sent: Friday 27 April 2001 18:15
To: RAYBAUT Jacques (OPOCE)
Cc: BRONQUARD Paul (OPOCE); WASBAUER Veronique (OPOCE); STEINITZ Yves (OPOCE)
Subject: Documents in preparation of the meeting with ADL as agreed



Position paper CPOCE
20010418:...

16a



Finance ADL
finaldraft.doc

16b



compromis.doc

16c

Position paper OPOCE

In the context of the application of contract 1896 concerning

- the 4 points mentioned in the annex to the letter of ADL of 11/04/01
- the letter of ADL of 18/04/2001
- the recent invoices presented by ADL

I. Couche - Cycle

The text of the documentation of the DTD CONS.ACT is crystal clear. "A production sequence is mainly **determined by the start date** (START.DATE). It represents the **consolidated text** validated (sic! **valid**) **from this date on**. ... In most cases, only one version is created. However it may happen that it becomes necessary to **reproduce** a new version for a production sequence that **has already been produced**." While both positions lead to the same results for the DAILY production (i.e. when a retroactive modification/corrigenda is published to a consolidated text already produced) for the "backlog" production OPOCE does maintain its position and defines the production sequences that are demanded within the ad-hoc-dossier. Only those can and will be paid. The plafond 24b will only be calculated on the basis of the production demanded by OPOCE and delivered by ADL and not on any hypothetical calculation of cycles.

II. Errors and textual corrections

Errors and textual corrections may be revealed/become necessary at different steps of the production process. As ADL is due to repair mistakes of their own responsibility wherever they appear the following paragraphs concentrate on errors for which OPOCE is responsible.

1) Before source file production

Here OPOCE will state the corrections to be integrated within the source file production. The normal positions of part A apply. There is no room for a doubled invoicing of any position. Position 6 can only apply if a validation had been explicitly demanded by OPOCE. The treatment is covered by the volume of text to be treated and therefore as well by the plafonds 1 and 24a.

2) During source file production

The consequences are the same as under point 1. It needs to be stated that the synoptical control forms integral part of all source file production and that ADL is fully responsible for any error that could have been detected during this production step.

3) After source file production

A correction of source files after the end of the source file production can only take place if it is demanded explicitly by OPOCE. However ADL is responsible to mention any error in the source files if it is detected at any stage of their production process. As far as the applicable positions are concerned an authors correction can only be applied if the dossier is still in the production chain (i.e. there is no need for a prise en charge) while otherwise there may be room for a prise-en-charge but all textual corrections would then need to be invoiced using position number 1. It needs to be stated that in cases of mixed error responsibility ADL is due to re-charge the document into its production system already because of the need to correct its own mistakes any additional correction asked by OPOCE would therefore be a correction during source file production. The same fits if due to an insufficient synoptical control ADL missed to detect the problem at an earlier stage.

4) CONS.ACT/OTH problems during consolidation

ADL is contractually obliged to be able to handle CONS.ACT or CONS.OTH instances as input for the consolidation production (point 3.4. of the charter de charge) independently of the origin of such files. There is no room to apply position 8 of the contract as it is limited to source file treatment.

On the other hand OPOCE has as well the choice to treat a CONS.ACT/OTH instance creation, validation or correction as a source-file treatment on which the normal source-file conditions (including application of position 8 for the source-file treatment but not for a re-charging of the corrected file into the consolidation application) apply. The CONS.ACT is then constituting a source-file on which based on a corrected page numbering (1,32 PDF pages = 1 OJ page) plafond 24a is applicable.

Nevertheless there may be cases in which a complete source file treatment of the CONS.ACT instance is not necessary - as there are only minor corrections to be done - and in which a correction within the consolidation workflow is the proper solution. In this cases following OPOCE's agreement on a 'devis' of ADL, positions 14, 15 and 16 apply. As this is not a pure consolidation treatment the plafond 24b is not applicable.

In cases where there is need for a lot of corrections and in which OPOCE has already asked a correction of the source files OPOCE may well choose either to re-do the complete consolidation based on the new corrected source-files (normal invoicing of all already effectuated work) or to ask ADL to use parts of such source files for a copy and paste correction (positions 14 - 16) of the concerned CONS.ACT/OTH instances.

Implicit and numb.corrections i.e. corrections arising from the OJ text itself are not affected by this but are invoiced as already agreed (Implicit like explicit; numb.corrections by applying position 15a once for each numb.correction).

5.) CONS.ACT/OTH problems during composition

If the problems in the CONS.ACT/OTH files are detected before the composition has started the treatment as set up under point 4 applies accordingly. Otherwise ADL is due to communicate to OPOCE which costs of the composition stage have already occurred (i.e. just the composition of one language, complete composition, production of paper copies). OPOCE then has the choice to ask ADL to continue the production and to handle the corrections later (i.e. with the next couche still at consolidation stage) or to ask to return this production to consolidation stage for correction (in that case ADL can invoice all costs that occurred until then and had been listed in the notice to OPOCE).

5) Corrections during rejection/correction treatment after production

An agreement on the burden of proof for the different types of possible errors has already been made. Whenever there is a responsibility of OPOCE the previous paragraphs (especially 2 and 4 apply accordingly). In cases in which there is a combination of errors due to ADLs responsibility and those of OPOCEs responsibility OPOCE will only pay for the correction costs that are not already occurring due to ADLs own correction needs. So OPOCE for example concerning the CONS.ACT/OTH instance OPOCE will be due to pay the correction itself (positions 14 - 16) but not the re-composition neither the paper copy costs if a re-composition and a new paper delivery was already necessary because of ADLs own mistakes. This procedure is however limited to cases in which OPOCE does not apply quality penalties on the dossier. If OPOCE chooses to apply penalties ADL has the right to limit its correction efforts to its own mistakes and only after that within a completely separate production completely charged to OPOCE to correct the mistakes falling under the responsibility of OPOCE.

III. Include elements

Currently OPOCE does not envisage to ask ADL for the correction of source files not already in ADLs source-file production. If this would be the case positions 8, 16 and 9 would be applicable.

OPOCE agrees with the application of positions 14 and 16 for all cases of CONS.ACT/OTH treatment in which ADL is asked to replace included elements of other types by a corresponding tif type. As this is fully within part B there is no room for the application of position 8 as long as the dossier is in the already/still in the hand of ADL. The latter is true for all dossiers in production and as well for all in rejection treatment (as ADL did not notify this mistakes due to a lack of quality control). For all cases in which OPOCE did block the production there is no possibility for a double invoicing of the composition treatment. For the cases which had been produced before the problem had been detected the responsibility is considered to be mixed. OPOCE therefore proposes not to apply any quality penalties on this dossiers and to share the composition and printing costs in a 50 - 50 relation between ADL and OPOCE. Plafond 24b is not applicable for include elements corrections.

IV. Number of copies

OPOCE sticks to the previous agreements as clarified in the letter of Mr. Steinitz of 11/04/01.

V. Counting of printed characters

As clearly stated at the end of the 'border de prix' only printed characters can be counted. A character being a complete character as it appears on paper, it had been agreed during the meeting on 2/4/01 that an accented character is just one character independent from its SGML source. In that sense a calculation can be done based on Formex but there is no identity between glyphe Formex and printed character. For the calculation of "R" the method as mentioned in the letter of ADL of 26/3/01 page 4 had already been agreed.

VI. Comments on ADL's invoices

1) Source files

General problems:

- The languages need to appear in alphabetical order.
- What's "**hors plafond (poste 5, 6 et 10)**"? These positions are included in the plafond 24a - see working hypotheses attached to the contract (HDT).
- Why is **position 1 always filled** but never invoiced ? It would be better to have a two columns - 1 hypothetical and 1 real - to distinguish a real invoicing of position 1 from the alternative calculation data needed to calculate the alternative plafond 1.
- In position 9 ADL counts **always one page more than in the OJ** this has not been done in the HDT neither is there a justification as the text clearly speaks about OJ pages. This higher page count is than as well used to calculate the plafond 24a which means there is a difference to the plafond calculation OPOCE used for the BdCs (Invoices: 1998R1139 couche 000.001.0, 1978L0142).
- The calculation of characters for source-file-treatment includes always the **chars of the OJL file** which is not correct as this work is already covered by position 7 anyhow.

Invoice: 2000D0063, 2000D0204:

- Positions **7 and 8 can never stand alone**. If there is no activity there cannot be any prise-en-charge, see as well non-justified prise-en-charge invoicing for 300D0204R(01) as there is no source file treatment.

Invoice: 1998R1139 couche 001.001.0:

- There is **no prise-en-charge for IC production CONS.ACT** as there is not any source-file treatment on it (despite it was 3.0.1 which would make applicable the 301 treatment). There is twice DE instead of DA+DE.

2) Consolidation

General problems:

- The languages need to appear in alphabetical order, it is in this order that they are considered to be treated (first language/other languages). The current invoices due to a mix contain errors.
- ADL continues to calculate with their **cycles** instead of couches (i.e. invoice 1998R1139 couche 000.001.0 - but **important general problem!**). Example: they need to integrate 2 ES, 2 EN and 1 DA corrigenda in one couche. They calculate $2+2+1 = 5$ language version even though they only deliver 3 (one per language) and multiply the plafond 24b with 5/3; based on this they invoice 156,18€ instead of 95,38€. As mentioned above this is not acceptable.
- The calculation of the **total price for 15c** is often wrong.
- The invoicing needs to respect the items already invoiced with previous couches (see the re-invoicing of position 12 for couche 001.001.0 of 1998R1139).
- ADL does not correctly distinguish first and subsequent modifications (pos. 11c<->d and 14a<->b). In fact a modification in several languages is to be considered as identical if the following attributes are alike: active.doc, active.loc, passive.loc, action, command and mod.level; i.e. if it is originating from the same place in the same document acting in the same way on the same place in the basic act and performing the same modification. Anything else is irrelevant. Further occurrences having the same attributes can only be invoiced according to the positions 11d and 14b.

Réf: ADL-NS/dgr/275 25/4/2001 - annexe

Analyse des impacts financiers tels que présentés par ADL

Résumé:

ADL présente des chiffres qui ne reflètent en aucune façon la réalité et qui, en suivant la propre argumentation d'ADL, ne peuvent pas être considérés comme des "pertes financières". En effet, la plupart d'entre eux concernent seulement une perte de chiffre d'affaire théorique. Un calcul réaliste des pertes potentielles ne dépasse en aucune façon 200.000 € et est de loin compensé par les gains qu'ADL a déjà réalisés jusqu'ici parce que l'OPOCE n'a pas exécuté son droit contractuel au sujet des amendes (plus de 400.000 €).

Chiffre d'affaires

ADL mentionne des chiffres concrets seulement pour certaines de ses prises de positions sans expliquer comment ces chiffres ont été calculés. Pour les points 10, 11, 12 et 14 totalisant 12.289.000€ ou 97% de la "perte financière" totale, une lecture des parties appropriées de l'annexe du document ADL montre qu'ADL ne discute pas du travail additionnel qu'on leur aurait demandé d'exécuter sans paiement mais ils parlent du travail qu'ils escomptaient être invités à exécuter, sans qu'OPOCE ait répondu à leurs attentes. Ainsi donc, ADL discute en fait d'un manque à gagner en chiffre d'affaires et non d'une perte nette.

Ceci soulève la question de savoir si de telles attentes en chiffre d'affaires sont contractuelles. "L'avis favorable n° 132/2000 de la CCAM" fixe la valeur totale du contrat à 28.841.849 € pour 5 ans. Toutefois, la période pour laquelle le contrat est initialement conclu n'est que deux ans (3.1) ce qui limite déjà le chiffre d'affaire total potentiel à 11.536.740€. Même ADL n'affirme pas qu'il n'y aurait plus de chiffre d'affaire s'ils donnaient leur accord sur les positions de l'OPOCE. Au contraire, jusqu'à maintenant, l'OPOCE a passé à ADL des bons de commandes pour une valeur totale d'environ 3.000.000€ ce qui correspond à pas plus de huit mois de production. Ainsi, basé sur la pratique actuelle, un chiffre d'affaire total d'au moins 9.000.000€ serait généré dans un délai de deux ans soit au moins 78% du chiffre d'affaires maximal serait produit de toute façon.

Ainsi, la perte maximale de chiffre d'affaire qu'ADL pourrait argumenter s'élèverait à environ 2.500.000€. En considérant un taux de profit très bon de 20% - une hypothèse qui pourrait déjà être trop élevée en tenant compte des prix pratiqués qu'ADL affirme être compétitifs - cela conduirait à une perte maximale théorique de maximal 500.000 € si tous les chiffres d'ADL étaient corrects.

Toutefois, la prochaine question à analyser est : est-ce que le chiffre d'affaires d'ADL est garanti par le contrat ?

Le premier paragraphe concernant cette matière est le numéro 21,2 qui stipule que " La Commission pourra résilier le présent contrat en tout temps, sans compensation aucune, moyennant le respect d'un délai de préavis de 6 mois notifié au Contractant par lettre recommandée ". En conséquence, le temps maximal pour lequel une attente de chiffre d'affaires pourrait être assurée est de 6 mois, ce qui réduit le montant potentiel des pertes d'ADL à 125.000 € : un montant très différent comparé aux chiffres d'ADL.

Les chiffres d'ADL

Mais l'hypothèse que les chiffres donnés par ADL sont justes, n'est même pas correcte. Un examen avec plus de précision de juste un des chiffres inclus dans le calcul d'ADL, montre la faiblesse de leur argumentation d'une autre perspective. Pour le point 12, ADL se plaint d'une perte de 1.000.000.€ Selon le contrat, il devrait y avoir une production hebdomadaire de 10.000 équivalents pages de JO, ce qui mènerait à 13.000 pages PDF par semaine. Pour les deux années complètes du contrat, ceci mènerait à 1.352.000 pages PDF soit à une différence de chiffre d'affaires de 594.880€ pour 2 copies-papier en moins. Toutefois, dans les 45 premières semaines du contrat, ADL n'a produit que 80.000 pages PDF au lieu des 590.000 théoriques et l'OPOCE a déjà accepté dorénavant de demander 2 copies-papier. Ainsi, suite à un examen attentif, le chiffre de 1.000.000 € mentionné par ADL fond à un maximum de 230.000 € de différence de chiffre d'affaires en se basant sur une période de deux ans.

Gains compensatoires

Discuter des pertes d'ADL mène à la question de savoir s'il y a déjà eu des gains qui pourraient fournir une compensation. Par exemple, jusqu'à présent, l'OPOCE a demandé à ADL de fournir du personnel et a déjà engagé 250.000 € pour cette tâche sans qu'il n'y ait de mention concrète des volumes de telles tâches dans le contrat. Dans un délai de 2 ans ce seul fait créerait donc un chiffre d'affaire supplémentaire d'environ 500.000€.

Un autre aspect où ADL gagne beaucoup d'argent - et pas seulement du chiffre d'affaires - est la non-exécution pratiquée jusqu'ici par l'OPOCE des pénalités prévues (point 4.8 CDC). A ce jour, environ 1100 versions linguistiques différentes d'environ 150 couches de familles ont été rejetées par l'OPOCE en raison du manque de qualité affectant environ 50% de la production totale testée jusqu'à présent. Ainsi, seules les pénalités de qualité s'élèveraient à approximativement 200.000€. Outre ce fait, ADL n'a livré que 80.000 des 200.000 pages qui auraient dû être livrées et même les 80.000 pages sont arrivées avec des retards énormes. En se basant sur un retard moyen additionnel de 10 jours comparé aux retards convenus, en calculant seulement un prix de consolidation de 5 € par page et en ignorant les 120 000 pages non livrées, l'OPOCE n'a pas réalisé jusqu'à présent environ 200.000 € de pénalités de retard. Si l'OPOCE avait appliqué ses droits contractuels, c'est-à-dire de faire exécuter les pénalités de retard basées sur des retards unilatéralement fixés comme raisonnables – et en respectant entièrement la réserve d'ADL de ne pas produire plus de deux cycles par famille et jour - ADL serait tombé en faillite depuis quelques mois.

La discussion au sujet des pénalités soulèvera également la question de savoir comment traiter la lettre cv/ddk/584 de M. Velluet à M. Doggen, lettre dans laquelle il a mis des réserves sur cette question sans que cette lettre ne fasse formellement partie du contrat. Au moment où l'OPOCE commencera à appliquer les pénalités, ADL soulèvera certainement cette question.

Remarques générales

La question fondamentale qui ressort de la plupart des points soulevés par ADL est:

Est-ce que l'OPOCE peut définir dans ses bons de commande - c'est-à-dire BdC et le dossier ad-hoc - dans chaque cas quels sont les services contractuels qu'il demande d'ADL ou est ce qu'il y a un droit contractuel d'ADL d'exécuter et de toujours délivrer le package complet de services tel que défini dans le contrat - comme interprété par ADL -comme déroulement normal des travaux?

La réponse à cette question devient évidente en examinant certaines dispositions fondamentales:

2.6.: "Le présent contrat n'entraîne en aucun cas une obligation à la charge de la Commission d'avoir recours aux services du Contractant".

2.3.: "Les prestations sont attribuées conformément aux modalités décrites en annexe E du présent contrat."

Annexe E: "Les quantités et les moments précis de livraison ou de prestation ne pouvant être définis à l'avance, ..."

2.3.: "Les prestations à accomplir par le Contractant seront à chaque fois spécifiées par la Commission selon les modalités décrites dans le cahier de charges. Pendant l'exécution du contrat, les prestations pourront ... couvrir qu'une partie de tâches prévue par le cahier de charges."

Par conséquent, l'OPOCE peut limiter sa demande de services à des parties des services totaux sans que cette limitation ne laisse place pour des plaintes ou des exigences de compensation par ADL.

Si ADL a calculé ses prix sur une base de compensation par des demandes massives, ceci est un risque économique qu'ADL a pris pour avoir une probabilité plus élevée d'être considéré comme ayant soumis l'offre la moins chère et pour gagner le contrat. Le Bordereau de prix est basé complètement sur les unités - comme "Prix par page" en 19,1 - donc ADL aurait eu toute possibilité de proposer des prix offrant des gains pour elle à partir du premier unité produit. Il y aurait également eu la possibilité d'utiliser des catégories comme 12, 13, ou 18 pour différencier les coûts de la première couche et des couches suivantes, possibilité qu'ADL a choisie de ne pas utiliser.

Il ne peut maintenant en aucune façon être question qu'ADL essaye maintenant de remettre en cause les prix qu'ils ont proposés. Même le point 1 sur la page remarque qu'ADL a fourni, ne leur offre pas cette possibilité. Ici aussi, ADL a choisi de rester vague dans la manière dont leur point de vue a été formulé. Ils auraient eu le choix - comme ils ont fait au point 4 - de mentionner des chiffres concrets de production et de conditionner leurs prix avec ces chiffres. Ils ont choisi de ne pas procéder ainsi, sachant bien que cela aurait eu un impact négatif sur leur probabilité d'être le contractant choisi. En fait, en attachant une valeur juridique à cette phrase remettrait en cause directement la validité de l'offre d'ADL.

ADL doit rester lié à l'offre qu'ils ont faite. Il en n'y a pas de possibilité de changer les chiffres (POS 19.1) ou de les appliquer plusieurs fois (18) ou pour des traitements non prévus (8) même si les prix/interprétation révisée par ADL seraient en fin de compte une solution moins chère également pour l'OPOCE.

La pratique actuelle - plus de 10 mois après la signature du contrat - montre que jusqu'ici ADL a clairement sous-performé en vitesse, quantité et qualité de la production. Comme le montrera l'analyse suivante, les points contractuels et financiers soulevés et réouverts de manière permanente par ADL ne sont pas du tout justifiés. Si ADL continue d'insister sur ses positions et continue de sous-performer, l'OPOCE sera forcé d'utiliser ses droits au point 21.1 du contrat, c'est-à-dire de résilier le contrat avec ADL et de faire appel au prochain contractant pour réaliser ses objectifs de production.

Il est évident que cette solution engendrerait des retards additionnels - pour la mise en production - et des coûts et rendrait illusoire l'objectif de finir la consolidation des arriérés pour la fin de 2002 ; mais ignorer le règlement financier et être soumis au chantage d'ADL n'est pas une alternative.

Remarques détaillées aux différents points d'annexe

1. FMX3 - saisie

Bien qu'ADL énonce correctement que ce point est clôturé, l'OPOCE ne s'est jamais limité à utiliser le saisi manuel uniquement dans les cas où il y a du manque de traduction. D'autres exemples sont l'utilisation pour des rectificatifs de deuxième niveau quand une sous-famille n'est plus en vigueur et pour les titres et pour les petites parties de texte dans la procédure de vrai "*saving couches*" (voir point 10) comme appliqués par l'OPOCE. En ce qui concerne le montant total des modifications et des textes, cela restera néanmoins une exception.

2. Responsabilité de l'OPOCE - correction des fichiers CONS.ACT

Il y a en fait deux sous-points. ADL n'est pas en position de dicter à l'OPOCE comment les corrections devraient être tracées et si elles doivent être effectuées ou non. Comme énoncé dans le document de synthèse de la position de l'OPOCE (joint en annexe) – document, qui a été transmis à ADL au cours de la réunion du 18/4/2001- l'OPOCE voit un besoin et une claire possibilité d'effectuer des corrections sur l'instance CONS.ACT. Cela a non seulement été explicitement prévu dans l'attribut NUMB.CORRECTION du DTD CONS.LIST mais a également été clairement énoncé dans l'offre d'ADL dans un sous-chapitre appelé la "*consolidation*" à la page 51 (partie 3): "*Les éventuelles erreurs seront corrigées manuellement dans un éditeur SGML*". Ainsi qu'à la page 7 (partie 3) concernant l'étape de composition.

3. Filets de tableaux

Il est vrai que l'OPOCE a approuvé cette proposition ADL mais cette approbation faisait partie d'un compromis discuté lors de la réunion du 18/4/2001 au cours de laquelle l'OPOCE a approuvé les points 3, 5 ainsi que les 2 impressions dans le cadre du point 12, tandis qu'ADL a renoncé à sa position sur les points 4, 6, 12, 16 qui, entre-temps, avaient été réouverts par ADL. Ainsi, normalement, il ne devrait plus y avoir de raisons pour l'OPOCE de se sentir lié par ses accords.

En fait l'OPOCE maintient le point de vue que la complexité des tableaux est déjà compensée par les prix plus élevés du saisi (1b, 2b) et de la composition (18b, 18d) compositions apparaissant dans le Bordereau de prix. En approuvant la proposition d'ADL, l'OPOCE a fait épargner à ADL un montant certain d'argent. Autrement, en effet, un calcul automatique des nombre des caractères à facturer dans les filets n'aurait pas du tout été possible tandis que maintenant la charge de la preuve que le facteur "R" - une fois défini - est incorrect à certains égards, a été donnée à l'OPOCE.

4. Composition double

Comme mentionné auparavant, ADL avait déjà accepté dans un compromis de clôturer ce point. Leur argumentation est complètement erronée puisque l'hypothèse d'exploitation ne contient qu'un total de 6 comptages de composition pour cette couche existant dans 6 langues. Ainsi, comme pour toutes les autres familles, ici aussi, la composition est comptée seulement une fois. Les traitements appliqués à d'autres contrats avec d'autres contractants sont

également non pertinents comme le contrat 1896 et le document « hypothèse d'exploitation » sont tout à fait clairs.

5. Composition d'image

Même si une image doit juste être reproduite telle quelle, et contrairement au texte, elle n'exige aucun effort de composition - comme la mise en page, séparation de mots - et puisqu'une image n'est pas un caractère dans le sens de la définition contractuelle, l'OPOCE était disposé à clôturer cette question et à approuver la proposition d'ADL dans le contexte du compromis, compromis maintenant remis en cause par ADL.

6. Signes

Ce domaine était aussi touché par le compromis et a été réouvert par ADL. Le libellé contractuel ne se réfère pas à FORMEX mais aux caractères apparaissant sur papier. Autrement, les blancs ne seraient pas exclus et les entités de texte ne seraient comptées que par leur longueur comprimée. Un caractère est une entité entière comprenant des sous-éléments comme les accents. Donc, un caractère accentué comme « é » ne peut être compté que comme un et non comme deux caractères comme cela pourrait être le cas dans FORMEX. Cela ne remet pas du tout en cause la possibilité de réaliser un comptage de caractère automatique.

7. Lay-out JO

Cette position a été très récemment inventée par ADL. Même lors de la réunion du 29/3/2001-marquant juste le dernier point dans une longue série de telles déclarations - concernant le manuel de composition, l'OPOCE a déclaré que *"à part pour les règles spéciales pour la consolidation et pour tout ce qui n'est pas contradictoire à celles-ci, le lay-out JO doit être respecté pour les textes à consolider"*. A ce moment, cette position n'a été remise en cause ni par M. Gray ni par n'importe qui d'autre d'ADL.

Ce n'est que juste après avoir examiné les rejets - qu'ils ont déjà reçus en février au début mars mais desquels ADL ne s'est vraiment occupé que récemment - qu'ADL a réalisé qu'il ne respecte pas du tout cette règle dans leur production. Au lieu de procéder aux corrections, ils ont donc rapidement défini une nouvelle position remettant en cause la règle.

Même sur la première page de sa documentation, FORMEX énonce qu'il ne reflète pas du tout la présentation. Donc, il est évident qu'il ne peut jamais y avoir un lay-out adéquat complètement dérivé de FORMEX. Il y a évidemment une différence entre la « mise en page entièrement automatisée », c'est-à-dire dans un environnement automatisé utilisé par un opérateur humain ajoutant la "valeur typographique", et un traitement automatique complet fait par une machine comme ADL le propose. Bien sûr, l'expression *"The style is the OJ-style in force at the day of publication the act being treated. This means that the text should be presented as it was published"* à l'annexe fait clairement référence au « style » c'est-à-dire le lay-out. Et, bien sûr, tous les exemples des textes consolidés tant dans le contrat que dans les tests produits par ADL lui-même montrent exactement l'orientation JO pour les questions spécifiques non-CONSLEG comme demandé par l'OPOCE.

Que le contrat parlant des instances SGML fasse référence au texte du JO, souligne bien la position que FORMEX ne reflète pas le « style » et que la composition consiste en l'ajout d'informations à FORMEX. Autrement, il n'aurait pas de sens pour l'OPOCE de demander une composition puisque l'OPOCE serait très bien capable de définir des « stylesheets » et des transformations utilisant CSS et XSLT pour dériver automatiquement une présentation de

FORMEX. En fait ce qui est demandé à ADL est justement d'obtenir la différence entre un contrôle brut automatique et un lay-out finement contrôlé par un humain.

L'OPOCE maintient son engagement de contribuer à un manuel de composition où davantage de règles spécifiques CONSLEG pourraient être conçues, comme il voit également certains avantages dans un tel traitement, et ne remettra pas en cause une révision des prix de la position 18 due à une simplification de la tâche. Néanmoins ADL doit convenir que, même avec un tel manuel, l'objectif restera d'obtenir une présentation professionnelle qui, en cas de doute, fait référence à la présentation du JO et consiste à offrir plusieurs modèles pour traiter de cas spécifiques et que le processus ne sera jamais entièrement automatique.

8. Rejets

Malgré qu'ADL affirme que les principaux problèmes rencontrés ici sont dus à des problèmes de spécification de lay-out (voir le point 7) et qu'il y avait beaucoup de perte de temps à l'analyse des erreurs qui ne tombent pas dans le champ de responsabilité d'ADL, les problèmes réels sont de nature différente.

ADL ne fait aucun contrôle de qualité avant d'envoyer les fichiers à l'OPOCE. Ainsi, environ 50% des livraisons contiennent des erreurs. Si ADL remplissait ses tâches correctement, ils pourraient déjà résoudre leurs propres problèmes à ce stade et notifier ceux étant de la responsabilité d'OPOCE (comme par exemple dans les cas où elles résultent d'erreurs non corrigé par la validation manuelle de SISEG).

Un bon exemple pour cela est le problème d'EPS. Au cours d'une période de presque 3 mois, ADL a poursuivi la livraison des fichiers PDF contenant ce problème (chaque caractère accentué ou spécial est remplacé par n'importe quel autre caractère - visible même dans les en-têtes) sans notifier quoi que ce soit. Grâce à son propre contrôle, l'OPOCE a d'abord trouvé certains cas isolés qui, après un certain temps, ont montré une systématique permettant de découvrir l'origine du problème. Un imprimeur aurait dû normalement trouver ces problèmes lors d'un contrôle final de lay-out et en découvrir facilement leur cause. En conclusion, qui est vraiment responsable du fait qu'il y ait eu non pas des cas isolés mais des cas nombreux et que ce problème s'est reproduit et a continué pendant un temps trop long?

Un autre exemple est que - malgré son obligation contractuelle- ADL n'a exécuté aucun contrôle synoptique sur les instances CONS.ACT. Cela leur aurait permis de trouver des erreurs provenant de faux fichiers sources avant de livrer une fausse composition basée sur celles-là. Enfin, il doit être noté que 3 personnes à l'OPOCE - dont 2 d'entre eux sont du personnel d'ADL pour lequel ADL est payé -effectuent la validation et son administration. Donc, l'OPOCE investit beaucoup plus de temps dans la question et ADL bénéficie financièrement de cela.

Actuellement, l'OPOCE effectue une validation basée sur l'accord conclu lors de la réunion de 15/3/2001, c'est-à-dire qu'OPOCE traite chaque erreur textuelle en fournissant une preuve qu'elle tombe sous la responsabilité complète d'ADL. Si, d'autre part, ADL ne veut pas « coller » à sa partie, l'OPOCE devra également réviser son traitement, traitement très exigeant en ressources.

En outre, ADL n'a toujours pas livré la plupart des rejets datant de fin février bien que leur livraison ait été promise pour le début avril. Lors d'une réunion le 25/4/2001 qui aurait dû examiner en détail chaque rejet contesté, ADL s'est concentré sur la discussion abstraite qui peut jouer un rôle dans le processus de création du manuel de composition mais qui ne résout pas du tout le problème des nouvelles livraisons en suspens, ni des livraisons rejetées.

9. Identité des modifications dans plusieurs langues

ADL n'est pas capable de définir sa position correctement tandis que l'OPOCE a clairement spécifié sa position. En fait, l'apparition d'un INFO.MOD dans une instance CONS.LIST n'est pas suffisante en soi pour clarifier si deux modifications dans deux langues sont identiques. En particulier, il est évident que cette question ne peut pas être influencée par un nombre différent de répétitions de la même modification dans différentes langues ou par la question de la date à laquelle les rectificatifs les plus récents ont été publiés (si elle concerne un jugement sur une modification provenant d'un acte modificateur). Et, même le problème des différentes sous-modifications additionnelles (NUMB.CORRECTION) ne peut pas affecter la conclusion que deux modifications exprimées de la même manière à la même position d'un modificateur (c'est-à-dire étant juste une traduction mutuelle) doivent être traitées comme une modification répétée dans d'autres langues.

10, 11 Production.séquence/couches/cycles

Il y a en fait deux problèmes à distinguer clairement l'un de l'autre : 11 comme base et de 10 comme exception:

11. Situation de base

Le principal (11) est la question de définir les séquences de production.séquence/couches/cycles à effectuer dans la consolidation. Il s'agit principalement d'une question juridique, à savoir de déterminer à partir de quelle date et jusqu'à quelle autre date une famille a une certaine photographie (c'est-à-dire le texte consolidé représentant le texte valide pour ladite période donnée est identique jusqu'à ce qu'il soit changé par la/les prochaine/s modification/s).

Dans le contrat, ceci est exprimé par la phrase : "A l'issue de chaque cycle, on disposera donc d'une 'photographie' (ou 'couche historique') du droit en vigueur jusqu'à l'adoption du prochain acte modificateur." C'est dans ce même sens que va la phrase précédente : « Il est prévu d'effectuer la consolidation par cycles, chaque cycle correspondant à l'intégration dans le texte résultant de l'étape précédente des nouvelles modifications apportées par l'acte modificateur ou le corrigendum."

La seule différence est que cette phrase, bien que discutant des modifications, utilise le singulier pour discuter de l'acte modificateur ou du rectificatif dont les modifications proviennent. En fait, il aurait été plus précis d'utiliser le pluriel puisque légalement ce n'est que la date de l'application à définir séparément pour chaque modification ou correction qui définit les couches et qu'en fait dans certains cas il y a deux modificateurs ou plus contenant des modifications applicables à partir de la même date et par conséquent dans seulement une couche. Toutefois, le cas de loin plus habituel est que chaque acte modificateur a une date distincte d'applicabilité.

En plus, cet effet est équilibré par d'autres cas où un seul acte modificateur contient plusieurs modifications applicables à différentes dates et où ADL, selon sa propre logique, devrait s'attendre à les traiter dans une couche unique. Un nombre légèrement plus élevé de cas est représenté par un problème semblable au niveau des rectificatifs (néanmoins au total, pour les modificateurs et les rectificatifs, une estimation réaliste du pourcentage des couches concernées serait quelque part aux alentours de 10% des couches). Puisque tous les rectificatifs sont considérés comme rétroactifs - en fait un rectificatif signifie que l'acte avait été adopté correctement et seulement publié avec des erreurs maintenant corrigées -, il est évident que

plusieurs rectificatifs à l'acte de base publié à différentes dates feraient tous partie d'une couche unique.

Mais l'argumentation d'ADL, basée uniquement sur l'utilisation du singulier au lieu du pluriel, est encore plus faible si on prend en considération l'annexe du contrat et en particulier l'énoncé CONS.ACT DTD : *"A production sequence is mainly determined by the start date (START.DATE). It represents the consolidated text validated (sic! valid) from this date on. ... In most cases, only one version is created. However it may happen that it becomes necessary to reproduce a new version for a production sequence that has already been produced."* Donc, ici au moins, il est clairement dit que la règle est que seule la Start.Date compte et que tous les modifications de la dite start.date appartiennent au même production.sequence/couche/cycle.

L'utilisation des mots "mainly" et "however" reflète des cas où la règle pour le laps de temps ne peut pas être mise en œuvre puisqu'il est évidemment impossible de prendre en considération quelque chose qui n'existe pas encore au moment où la production.sequence/couche/cycle est produit. Par conséquent, quand quelque chose appartenant à une couche A est publié à un moment où la couche A *"has already been produced"*, il y a besoin de créer une nouvelle version A'. Donc, bien évidemment, dans la production DAILY, les deux approches mènent au même résultat - 2 versions d' 1 couche - mais si toute la situation est connue déjà depuis le début comme c'est le cas au moment où une production BACKLOG est prévue et démarrée, la condition pour une production des multiples versions comme énoncée dans CONS.ACT dtd, à savoir que *"a new corrigenda/modifying act has been published, whose start date (Start.date) is equal to the start date of the version already produced"* n'est pas remplie.

Conclure à partir de la situation dans la production DAILY pour la production BACKLOG comme l'essai ADL n'est pas donc possible.

Pour le cas de rectificatifs, le dtd contient une autre phrase encore plus explicite *"The value assigned to the first version is equal to '000.001.0'. This is the version of the basic act, with the modifications that have the same start date (START.DATE) as the basic act"*. Ainsi la seule chose qui compte est les modifications et leur date d'applicabilité et pas du tout l'origine des documents.

Tandis qu'ADL n'a détecté ceci comme faisant problème que récemment, l'OPOCE a suivi ces principes depuis le début des consolidations basées sur Formex. Même avant que le AO ait été publié, SISEG a été impliqué dans ces opérations et plusieurs des experts juridiques nommés dans l'offre d'ADL connaissaient très bien comment les séquences de production sont déterminées et comment la production doit être organisée. Que ADL n'ait pas consulté son propre personnel et n'ait pas lu assez soigneusement les DTD est son propre problème ! Après la signature du contrat, ADL a obtenu des CD-ROM contenant toute la production disponible à ce moment-là et montrant bien les concepts de l'OPOCE. Mais, tout au long de l'année 2000, ADL a juste discuté du problème mentionné sous 10 et n'a pas du tout remis en cause l'approche d'OPOCE. Toute la production faite par ADL jusqu'à présent a suivi les règles données par OPOCE et concrétisées dans chaque dossier ad-hoc.

En fait, ADL ne doit pas fournir d'efforts additionnels pour suivre le concept d'OPOCE. Chaque modification ainsi que chaque nouveau document créent une position de facturation de la même manière si elle est traitée dans une ou deux couches. La seule différence est qu'ADL réclame en disant perdre de l'argent parce que l'OPOCE ne demande pas d'obtenir les versions intermédiaires qu'ils produisent en raison de la manière dont leur système de production est organisé et qu'ADL perdrait du chiffre d'affaires potentiel généré par la composition de ces cycles intermédiaires. Comme mentionné ci-dessus, ces attentes de chiffre d'affaires ne sont pas assurées par le contrat. De plus, il n'y a pas dans ce cas même pas une

perte de chiffre d'affaires comme le temps et l'argent seraient utilisés de toute façon pour produire la prochaine vraie couche.

10. Vrai "saving couches"

Dans ces cas, l'OPOCE demande à ADL de ne pas produire le nombre de couches tel qu'il résulterait de l'application des règles juste définies sous 11 mais pour l'efficacité et des raisons économiques en moins.

Un groupe concerné par cela est les familles Interleaf. Ici, (voir le point 14) même ADL s'attache à l'accord pour ne pas produire une deuxième version PDF de celle que l'OPOCE a déjà. Par contre, il faut permettre d'obtenir une version à jour avec un minimum d'étapes. Puisque la production Interleaf utilise seulement le concept des dates de publication, leurs start.dates n'est de toute façon pas conforme avec celles de la nouvelle production. Dans les cas Interleaf, il n'y a de toute façon toujours qu'une version couvrant une grande partie du passé ; ainsi, il est logique de limiter la création incomplète des versions de pure valeur historique dans le but de concentrer les efforts sur la création d'une version mise à jour avec le moins d'étapes techniquement possibles.

D'autres exemples très rares sont des versions avec des validités de seulement quelques jours ou semaines et des actes avec beaucoup d'annexes qui ont été changées très souvent mais pour lesquels il y a des remplacements complets.

L'OPOCE a assuré à ADL que ces traitements seront exceptionnels et qu'ils concerneront moins de 150 familles où l'OPOCE veut « coller » à l'accord correspondant déjà conclu en 2000.

De plus, il y a certaines traces dans le contrat qu'un tel traitement peut être exceptionnellement subi. Par exemple, le point 0.1 de l'annexe C de CONS.LIST dtd prévoit la possibilité d'ajouter certains actes modificateurs sur la page de couverture sans exécuter leurs modifications. Ici aussi, il s'agit juste d'une rationalisation et, de toute façon, ADL sera pleinement payé pour le travail. Donc, la seule réclamation acceptable est la restriction de la demande à une partie de la tâche ce qui est entièrement en conformité avec le contrat.

12. Nombre de copies d'impression

Comme mentionné ci-dessus, lors de la réunion du 2/4/2001, les deux parties se sont mises d'accord sur deux copies sur papier - sans aucune des réserves qu'ADL met maintenant sur la question - et puisqu'il n'y a pas de nouvel argument, il nous est difficile de comprendre pourquoi ADL réouvre cette question. Si néanmoins ADL réouvre ce sujet, l'OPOCE devrait soigneusement analyser s'il ne devrait pas se baser sur le point 2.3 du contrat et restreindre les demandes futures au nombre de copies sur papier vraiment requises (en tenant compte que l'expérience a montré que l'identité entre le document papier et le PDF n'est pas certaine, cet nombre pourrait même être zéro).

13. Conversion FMX301

Clôture des deux côtés, ceci était également un point où l'OPOCE a été d'accord lors de la réunion du 15/3/2001 parce qu'ADL avait été d'accord sur d'autres points. Donc, ici également, il pourrait être nécessaire à l'OPOCE de garder une réserve de réouverture, comme à notre avis, il n'y a qu'une opération unique par fichier qui pourrait très bien être exécutée quand le titre est importé dans CONS.ACT, c'est-à-dire pendant le processus de consolidation et donc sans donner de raison à une prise en charge (pos 8).

14. Interleaf/CONS.ACT

Il ne semble pas y avoir de désaccord concernant les cas ex-Interleaf.

Juste, pour être précis, il n'y a aucune chose comme des fichiers Interleaf à traiter par ADL, ceux-ci sont en général des instances CONS.ACT (imparfaites) résultant d'un processus de conversion d'un fichier Interleaf plus ancien, exécuté par l'OPOCE.

Au contraire, l'OPOCE ne partage pas du tout le point de vue d'ADL selon lequel le traitement des fichiers CONS.ACT provenant d'un autre contractant ne doit pas être traité par ADL. Le point 3.4 du cahier des charges mentionne clairement les instances CONS.ACT comme le point de départ pour la consolidation.

Si le document est valide vis-à-vis de la dtd CONS.ACT, il doit alors être considéré comme un input valide pour la chaîne de production indépendamment de son origine. Si une validation plus détaillée semble nécessaire ou s'il y a des corrections à effectuer, l'OPOCE peut également choisir de demander à ADL de fournir n'importe quelle partie de ces traitements de fichier source comme mentionné dans la partie A du Bordereau de prix relatif à ces fichiers. Toutefois, ce n'est que dans le dernier cas - c'est-à-dire quand un traitement du fichier-source selon la partie A est demandé - qu'il y a de l'espace pour appliquer la position 8.

15. CONS.OTH

L'OPOCE a déjà déclaré que si ADL présente une proposition raisonnable pour les coûts résultant des adaptations du dtd CONS.OTH de 3.0.1 à 3.0.2/Final, l'OPOCE examinera cette proposition. Jusqu'ici, ADL n'a pas présenté de proposition concrète. Toutefois, il doit être noté que pour CONS.OTH, la situation est assez semblable à celle pour CONS.ACT. Là également, le AO a parlé de Formex3 en général et il a été fait pendant que la version 3.0.1. était disponible tandis qu'ADL n'a mis en oeuvre que la version 3.0.2/Final sans que cela ne mène à aucun coût additionnel.

ADL ferait mieux de cesser d'argumenter sur le dtd CONSLEG. Ici, l'OPOCE a investi beaucoup plus de temps dans le développement du dtd - même en consultant les spécialistes d'ADL qui ont - dans un premier temps - également approuvé la nouvelle approche de ce dtd. Ensuite, ADL a pris une décision politique qu'ils ne veulent pas de ce dtd et ils ont dissimulé la présente décision derrière un coût de mise en œuvre « expertise » menant à des frais d'approximativement 1.000.000 € tandis que, dans le même temps, l'OPOCE avait une offre de l'ancien contractant de la consolidation qui était plus de 20 fois moins élevé que l'estimation de prix d'ADL. L'OPOCE a néanmoins décidé de ne pas prendre en considération de conséquence contractuelle de cela mais d'investir encore plus pour obtenir CONS.OTH à jour de manière à ce qu'il puisse être utilisé.

16. Pris-en-Charge

Il s'agit d'un autre point réouvert par ADL. Il avait été déjà convenu lors de plusieurs réunions que la position 8 appartient à la partie A des traitements demandés d'ADL et par conséquent n'est d'application que si ADL est invité à faire un traitement sur les fichiers-source eux-mêmes et s'ils doivent uniquement utiliser le contenu des fichiers -source au cours

de la consolidation (clairement séparée dans la partie B du Bordereau de prix où l'obtention des fichiers est déjà incluse dans les autres positions). Cela devient également évident si on envisage le concept de prix-plafond pos.24a et 24b, ce dernier point incluant *"toutes étapes de production et de livraison électronique"* qui est mentionné dans la Hypothèse d'exploitation comme des positions de la partie B.

17. Corrections

Bien qu'ADL ne fasse pas du tout référence à ceci, l'OPOCE a rendu claire sa position dans la partie II du document remis à M. Grey au cours de la réunion du 18/4/2001.

Au lieu d'une répétition pure et simple de leur ancienne déclaration, ADL devrait peut-être avoir lu et avoir fait référence à ce document. La position de l'OPOCE est bien supportée par la propre offre d'ADL faisant partie du contrat, comme ici les tâches de correction sont mentionnées à plusieurs étapes sans se référer à la nécessité de refaire des productions complètes et également sans indiquer qu'il n'y aurait pas une position dans le Bordereau de prix pour de tels traitements. Il est clair qu'ici ADL lui-même s'est basé sur l'idée que les corrections de production peuvent être effectuées quand c'est nécessaire et adéquat et elles seront facturées en utilisant la position 10. Un besoin d'un pris-en-charge complètement nouveau chaque fois qu'il y a une correction tel que l'argumentation d'ADL est construite, n'est pas du tout mentionné dans le contrat.

18. EPS

Cela est tout à fait en suspens puisque l'OPOCE n'a pas engagé de discussions détaillées avec ADL sur ce sujet. En principe, l'OPOCE voit la position 16 du BdP comme la position idéale pour traiter ce type de questions.

Conclusions:

L'OPOCE ne devrait en aucun cas permettre qu'ADL réouvre des questions qui avaient été déjà réglées. Par conséquent, basé sur les décisions précédentes, les points 1, 2, 3, 4, 5, 6, 8 et 10 (voir les remarques ci-dessous), 12, 13, 14 et 16 sont donc considérés comme clôturés.

Pour ce qui concerne les points 7 et 8, l'OPOCE ne changera pas sa position de principe mais il renouvelle sa volonté de coopérer avec pour perspective la réalisation d'un manuel de composition aussi rapidement que possible. Après clarification, correction et livraison des rejets non touchés par ceci, l'OPOCE pourrait - si ADL approuve tous les autres points mentionnés dans ces conclusions - être prêt à accepter que les rejets liés au lay-out JO soient réexaminés au moment où le manuel de composition existera (à condition que la présentation actuelle est professionnellement acceptable).

Le point 9 est un problème relativement mineur - comme dans beaucoup de cas pour la partie B, le prix plafond 24b s'appliquera. Néanmoins, la position de l'OPOCE semble être bien fondée et ne devrait pas être abandonnée sans compensation claire et sans une définition précise sur la méthode de comptage, définition actuellement non fournie par ADL.

Le point 11 est un pilier de base du processus de consolidation puisque l'OPOCE l'a traité. Il ne peut pas être remis en cause autrement cela posera beaucoup de problèmes supplémentaires de suivi de MASY, d'ARCEL et des questions de distribution. D'autre part, si ADL accepte le point 11, il pourrait y avoir un certain espace pour un compromis sur le point 10. S'il y a lieu et s'il y a une compensation par ailleurs, nous pourrions aller plus loin dans l'acceptation de limiter le nombre de familles concernées. Une formule comme : « à côté des familles déjà démarrées, pas plus de 50 pour les deux années à venir et 5 supplémentaires pendant chaque année suivante » pourrait être quelque chose à laquelle la production devrait pouvoir s'adapter. En outre, nous pourrions confirmer le principe qu'en cas de traitements conformément au point 10, tout le traitement de modification et de saisi en dehors des dernières modifications ne serait pas couvert par 24b (tandis que la composition elle-même le serait).

Dans le cadre d'une solution globale concernant le point 15, les investissements pour rendre CONS.OTH opérationnel devraient être limités à 50.000 €.

La correction (17) et les questions EPS (18) sont d'une manière ou d'une autre liées. Nous pourrions faire preuve de flexibilité en acceptant un type de demi-pris-en-charge (prix = $1/2 \times \text{pos.8}$) - maximum une fois - pour les dossiers déjà en production mais devant entrer dans une procédure de correction. À côté de cela, l'OPOCE devrait maintenir sa position comme mentionné dans le document joint en annexe.

En ce qui concerne le traitement des problèmes de responsabilité mixte, une clause pourrait être ajoutée que les coûts fixes ne sont pas affectés à ADL si les erreurs à charge de l'OPOCE sont plus importantes comparées à celle tombant sous la responsabilité d'ADL.

Proposition:

Pour faire clairement savoir à ADL que l'affaire est sérieuse et que cette histoire doit se terminer, il est proposé:

- d'évaluer au cours de la réunion le 2/5/2001 tout espace possible de compromis global respectant les conclusions susmentionnées
- si ADL n'accepte pas cette idée au cours de la réunion, de leur envoyer une lettre conformément à la procédure (point 21.1. du contrat) et de constater que, dû à la contre-performance importante et permanente et tant en ce qui concerne les retards, les quantités et la qualité de la production, l'OPOCE constate "*des manquements graves par le Contractant à ses obligations contractuelles*" et d'effectuer une résiliation si, dans un délai de 10 jours à compter de la date de la lettre, ADL n'accepte pas les propositions concernant les questions ouvertes et ne présente pas une stratégie pour mettre fin à sa contre-performance dans un délai de 4 semaines.

COMPROMIS 10-11.DOC

11

Selon la définition dans le contrat – à l'exception des cas de "saving layers" (voir le point 10) - la définition des couches/cycles à produire, à composer et à livrer à l'OPOCE doit être faite sur base de l'analyse juridique déterminant la start.date.

Dans la production Backlog, une start.date mène seulement à une couche/cycle indépendamment du nombre de modificateurs/rectificatifs impliqués.

Dans la production Daily, pour une start.date, il peut être nécessaire de reproduire, recomposer et re-livrer une autre production.séquence d'une couche/cycle à condition que la première version ait été déjà produite avant la date de la publication du nouvel acte modificateur/rectificatif.

Les deux parties reconnaissent qu'il y a des efforts d'additionnels quand une couche est construite en utilisant des modifications dont l'origine provient de plus d'un acte modificateur/rectificatif et qu'il y a une nécessité technique pour ADL de produire des instances de travail SGML des sous-couches/sous-cycles internes.

Ces sous-couches/sous-cycles additionnelles ont la même production.séquence que la principale couche/cycle et n'est ni livrée à l'OPOCE, ni composée, ni imprimée. Toutefois, le travail effectué sur elle est facturé séparément de la couche principale en utilisant les positions 11-16, 21e et 24b du Bordereau de prix. Le nombre de pages à utiliser pour la position 21e et 24b est le nombre de pages de la couche principale. Les modificateurs/rectificatifs de la même production.séquence sont à traiter par ordre de publication dans le JO. Ceci a pour conséquence que tout le travail lié au document intégré comme étant le dernier, apparaît seulement dans la facture de la couche/cycle principal.

Les modifications de deuxième niveau ne créent pas de sous-couches additionnelles dans le sens mentionné ci-dessus.

10

Ce point de vrai "saving-couches" couvre juste des cas où, en dérogation aux procédures décrites au point 11, l'OPOCE demande de produire moins de couches - ou plusieurs modifications avec différentes start.dates combinées dans une couche - que ce ne serait normalement le cas.

L'accord conclu en novembre a fixé ces groupes à 150 familles mais a pu avoir manqué d'une claire distinction comparée aux cas mentionnés sous 11. Il est donc convenu que - en plus des familles tombant sous cette condition pour lesquelles ADL a déjà obtenu une demande ad-hoc - l'OPOCE n'exigera pas plus de 50 familles supplémentaires à produire dans ces conditions sur toute la durée du contrat. Lorsque ce traitement s'applique, cela doit être clairement énoncé dans le dossier ad-hoc. Dans ce cas, toutes les actes modificateurs/rectificatifs n'apparaissant que sur la page de couverture sont à facturer dans la couche/cycle principale livrée où le saisi des ces titres (pos.10) et leur intégration dans CONS.LIST apparaissent hors plafond 24b.

Pour tous les modificateurs/rectificatifs pour lesquels il y a des modifications/corrections intégrées dans l'instance CONS.ACT, les règles de sous-couche/sous-cycle s'appliquent comme mentionné au point 11.

STRACK Guido (ESTAT)

1c

From: NETO Carlos (OPOCE)
Sent: Sunday 30 September 2001 17:49
To: STRACK Guido (OPOCE)
Subject: FW: ADL

Guido, au cas où tu l'aurais pas reçu autrement. Carlos

-----Original Message-----

From: RAYBAUT Jacques (OPOCE)
Sent: mardi 25 septembre 2001 14:16
To: NETO Carlos (OPOCE); STEINITZ Yves (OPOCE); BRACK Serge (OPOCE); LANGLAIS Michel (OPOCE)
Subject: ADL



ADL-justif_avenant_co
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1ca



consleg-adi-21-09-01-r
emJR.doc...

1cb

Jacques Raybaut jacques.raybaut@cec.eu.int
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2 rue Mercier. L. 2985 Luxembourg.
Tél: (352) 2929-42408 Fax (352) 2929-42750

1ca

Office des publications officielles des Communautés européennes
Le Directeur général

Luxembourg, le 8 juillet 2003 ~~25 septembre~~
2001

Réf: vb - consleg-adl-21-09-01-remirconsleg-adl-21-09-01-
~~remir.docconsleg-adl-21-09-01.doc~~
OPOCE - DirAss

NOTE AU DOSSIER

Objet: Contrat cadre n° 1896 (Prestations de services techniques dans le domaine de la consolidation, codification et refonte des actes législatifs)

Résumé succinct de la réunion du 21 septembre 2001 entre l'Office des publications et ADL relative au contrat en objet

Participants:

pour ADL	MM. Velluet, Gray
	Mme Martina (?)
pour Getronics (société actionnaire d'Infotechnique)	
	M. Van der Elst
	Mme Deloo (?)
pour l'Office	MM. Cranfield, Raybaut, Brack, Steinitz
	Mme Bock

MM. Cranfield et Van der Elst exposent les raisons qui ont motivé l'organisation de cette réunion et le contexte général dans lequel se situe l'échange de vues entre ADL et l'Office, suite à la lettre qu'ADL a adressé à l'Office le 27 août 2001.

Pour le Directeur de l'Office, le projet de consolidation de la législation et de la mise à jour continue des actes consolidés est d'une importance politique capitale. Par ailleurs, la réalisation des objectifs dans les délais impartis est impérieuse, et ce d'autant plus que les institutions sont convenues de procéder à la refonte de la législation sur base de la consolidation qui doit être intégralement à leur disposition d'ici mi-2003.

ADL assure avoir pris toutes les dispositions pour réaliser les travaux en temps voulu.

M. Cranfield souligne que d'ici mi-2003 un facteur non moins crucial est que les actes consolidés rendus accessibles au public européen doivent être tenus constamment à jour, afin de ne pas induire le public en erreur et de ne pas accumuler des retards additionnels dans la réalisation des objectifs. La non-observation de cette exigence met en cause non seulement le projet en lui-même, mais également la renommée de l'Office et celle de ses contractants. A l'heure actuelle, sur 1 300 familles consolidées quelque 400 familles ne sont plus à jour.

Getronics, société actionnaire d'Infotechnique, est acquéreur potentiel de la société SISEG, elle-même impliquée à 50 % dans le groupement d'intérêt économique ADL avec Infotechnique, ADL étant l'attributaire du marché couvert par le contrat en objet. Pour le représentant de Getronics, il s'agit de s'assurer de la viabilité et de la rentabilité du projet eu égard aux divergences d'interprétation, de part et d'autre, des clauses contractuelles et de l'étendue des travaux impliqués.

Les points litigieux sont essentiellement les suivants:

- nombre de familles déjà consolidées au moment de la mise en route des travaux du contrat
- nombre de fichiers source à traiter
- nombre total de pages à traiter.

ADL affirme avoir basé son offre sur les procédés de traitement des dossiers décrits dans le cahier des charges et sur la base de volumes chiffrés, notamment ceux de l'annexe A8, qui les ont conduits à formuler une hypothèse de volume pour la totalité des travaux à effectuer et à mettre en place une chaîne de production industrielle.

L'Office est d'avis que le contrat est sans équivoque en ce qu'il ne mentionne nulle part la quantité de fichiers source à traiter et qu'il est, en outre, impossible de déduire un nombre de fichiers source du cahier des charges. Par ailleurs, les travaux de consolidation étaient précédemment effectués par SISEG, qui fait partie du GIE ADL, et que ni SISEG ni ADL ne pouvaient par conséquent ignorer que des familles d'actes étaient disponibles sous forme consolidée au moment de la mise en route des travaux du contrat n° 1896.

Suit un échange de vues sur la disparité entre le nombre total de pages cité à titre indicatif dans le cahier des charges (750 000) et celui communiqué de manière officielle à ADL (100 000) et qui, d'après ADL, remet en cause l'économie générale du projet.

ADL enverra à l'Office une proposition motivée de modification de certains postes du bordereau des prix en vue de procéder à la conclusion d'un avenant au contrat, sous réserve de l'accord de la CCAM, et ceci avant le 24 octobre 2001, date de la prochaine réunion.

L'Office demande à ADL de résoudre les problèmes qui conduisent à la non-acceptation des factures pro forma soumises, afin de permettre le paiement dans les meilleurs délais des travaux livrés et acceptés.

T. L. CRANFIELD

DRAFT FAISANT SUITE A LA REUNION AVEC M. CRANFIELD :
MOTIVATION DE L'OPOCE A PROCEDER PAR VOIE D'AVENANT POUR PRENDRE EN COMPTE
LES EFFETS DE LA RATIONALISATION DE LA PRODUCTION DANS LE CADRE DE LA
CONSOLIDATION LEGISLATIVE OBJET DU CONTRAT 1896.

Dans le cadre de la refonte ~~totale~~ de la législation européenne qui sera opérée dès janvier 2002 à la suite d'un accord entre le Parlement ; le Conseil et la Commission, en milieu de l'année 2003 et des coûts associés, l'EUR-OP souhaite rationaliser le projet de la consolidation législative réalisée dans le cadre du contrat 1896 auprès du GIE ADL. Cette rationalisation a deux objectifs majeurs :

1. Permettre de résorber tout le ~~retard~~ rattrapage de la consolidation pour mi-2003 ;
2. Réaliser une économie d'échelle sur le projet global.

Pour rappel, le mode opératoire du contrat prévoit que « la prestation de consolidation consiste en une consolidation par cycles, chaque cycle correspondant à l'intégration dans le texte résultant de l'étape précédente des nouvelles modifications apportées par l'acte modificateur ou le corrigendum. A l'issue de chaque cycle, on disposera donc d'une "photographie" (ou "couche historique") du droit en vigueur jusqu'à l'adoption du prochain acte modificateur. Ces "photographies" sont conservées dans une base de données à l'EUR-OP ».

De plus, le contrat prévoit que les livrables sont composés :

- des fichiers Formex V3 des fichiers sources lorsque ceux-ci n'ont pas été fournis par l'EUR-OP ;
- pour chaque consolidation : de la liste globale, d'un fichier SGML, normalement de trois exemplaires papier et d'un fichier de présentation Adobe Acrobat PDF.

Ainsi défini et basé sur les quantités de l'appel d'offres, le GIE ADL a soumis une offre qui s'élève à **14.892.529 euros** (pour 5 ans, hors prestations spécifiques dites de « body shopping ») et l'avis officiel d'attribution du marché, présenté en CCAM, prévoyait un budget global pour 5 ans de **28.849.000 euros**. (sources de ces chiffres)

Pour permettre la rationalisation de ce projet, l'EUR-OP souhaite :

1. Pouvoir traiter dans une seule couche tous les actes modificateurs et rectificatifs dont la date de validité de début est identique, donnant lieu à une nouvelle catégorie de documents "saving layers" (à expliciter) ;
2. Pouvoir traiter dans une seule couche plusieurs actes modificateurs et rectificatifs (sans tenir compte d'une quelconque date), donnant lieu à une nouvelle catégorie de documents "saving prints" (à expliciter) ;
3. Limiter le nombre d'exemplaire papier produits en passant de 3 exemplaires à 2 exemplaires.

Ces rationalisations du mode opératoire ne remettent pas en cause la nature de la prestation, à savoir la consolidation législative. Dans ce contexte, nous avons négocié avec le prestataire ADL, pour qu'il prenne en compte cette rationalisation (effets sur les investissements initiaux, sur le personnel prévu pour la prestation initiale et les conséquences sur certains postes du bordereau de prix).

Prenant en compte notre demande de rationalisation, le GIE ADL propose la modification de certains postes du bordereau. Sur base de l'analyse détaillée de la proposition, le coût global de la prestation diminuera à **9.945.336 euros** au lieu des **14.892.529 euros** calculés sur base de l'offre initiale (soit une économie de **4.947.193 euros** pour l'EUR-OP).

L'EUR-OP propose donc de procéder par voie d'avenant au contrat tel que le stipule **l'article 15.2** du contrat : "en fonction des informations fournies par le Contractant sur l'impact des projets en cours au niveau des coûts de production, et après négociations entre les parties qui ne pourront changer la nature des prestations, la Commission pourra, le cas échéant, autoriser le Contractant à procéder à la mise en production des solutions proposées et avalisera par avenant les changements à opérer, tant au niveau technique que financier."

STRACK Guido (ESTAT)

1d

From: STRACK Guido (OPOCE)
Sent: Friday 5 October 2001 09:08
To: RAYBAUT Jacques (OPOCE)
Cc: NETO Carlos (OPOCE); STEINITZ Yves (OPOCE); CRANFIELD Thomas L. (OPOCE)
Subject: RE: Consolidation: production

Dear Sir,

following your request mentioned in the mail of Mr. Neto please find below some information about quantity and quality of the last ADL deliveries.

In addition to that I have some questions concerning that meeting:

- why don't I know anything about it, will I get an invitation ?
- how comes you and Mr. Cranfield tell me there is no minutes of your last meeting with ADL and I later get them through other channels ?
- do you still expect me to fulfill my job-profile (ie. to take care of all aspects of the management of consolidation) and how shall I do that without getting the necessary information ?

Quantity:

- There has been a certain increase as it can be seen from the attached Excel file



ADL_delivery_overvie
w.xls

1da

- However the volumes are still below the ones mentioned in ADLs own planning and need further considerable increase to meet the goal of having all DG AGRI 2000 produced until 31/10/2001.

- ADL comes up with mostly non-justified excuses for not meeting their own DG AGRI planning as it can be seen from the attached analyse of their arguments



FW: Livraison du 25/
09/2001

1db

- as far as the planning of the non-DG-AGRI families is concerned it had been agreed with ADL that we will get it on 1/10/2001 (initially it was planned for mid august anyhow) than they asked for additional delay until today (which even was confirmed in another meeting on wednesday) and now I just got another mail that they will not manage to provide me with a planning before tuesday next week (and even this "on my request" - I never did request anything like that - will not cover DAILY production).



planning mise à jour

1dc

So to sum it up from my view: ADL - as since the beginning of the contract - is just doing what they want and playing with us (at least with me) knowing well that OPOCE is not going to use its contractual rights but instead trying to find a way to make sure that ADL earns enough money. In my opinion the only reaction to their constant strategie of delaying and non-respecting plannings would be - as foreseen in the contract and initially agreed with our legal department (Md. Wasbauer) - that we fix delays and use delay penalties if ADL does not respect those without proper reason. I attach a copy of the attempt I made on 22/8/2001 to fix delays but which - in the light of a dialog strategie - was taken back by my hierarchy afterwards.



Planning

1ddl

Quality:

- Without having the integration of validation information in MASY its quite difficult to give a complete picture but

please find some illustrations:

- On 3/8/2001 there were 183 rejections to be delivered from ADL. On 5/9/2001 it was agreed that ADL should deliver 80%, i.e. 146 of those by yesterday. In fact we until now just got 63 out of those (i.e. 34%). On the other hand during these two months more than 63 new rejections were made so the situation got worse and not better.
- Even in the re-deliveries not all faults are corrected as ADL does not seem to pay enough of attention. For example ADL delivered a PDF version of the code de douanes with two different startdates in the page-header. We rejected and got a re-delivery where the mistake was corrected in 10 languages but not in EN.
- ADL plays with deliveries of later couches, i.e. instead of doing the correction were we asked for it to be done, they continue delivering other couches for the families and then ask us to interpret our rejection as just to be related for future couches
- They do whatever they want as far as legal interpretation of complex cases is concerned. Example: the modifications of Art. 95 of 1972R0574 (social security II) which exists twice they applied on the wrong text instead of contacting us in advance how to handle this difficult issue.
- We have the impression that some quality issues are constantly ignored by ADL, for example some two months ago we asked them to review their hyphenation installation at their second printing house but we could not see any quality increase yet.
- They do not respect the procedure to analyse our rejections within one week and to give us immediate feedback for whatever they do not agree with, but come up with these issues just months later as excuse for the non-re-delivery.

So here as well - and once again - I would propose to use our contractual rights. I.e. quality penalties (to my best knowledge there is still no feedback from Service Auteurs concerning the penalty proposal for the financial regulation) and to fix delays after which a non-re-delivery leads to delay penalties (using the contractual clause according to which a non-correct deliverable is to be considered as not delivered at all). Shall I formulate such an answer to ADL fixing the 20/10/2001 as final deadline for all rejections done before 20/8/2001 and not yet re-delivered?

Yours

Guido Strack

-----Original Message-----

From: NETO Carlos (OPOCE)
Sent: jeudi 4 octobre 2001 17:40
To: STRACK Guido (OPOCE)
Subject: Consolidation: production
Importance: High

Guido,

Jacques Raybaut a besoin de savoir l'évolution de la production suite à la dernière réunion avec ADL et en préparation de la réunion de demain.

Peux-tu, s.v.p., lui envoyer un e-mail urgent décrivant l'état en quantité et en qualité des dernières livraisons d'ADL?

Merci.

Salutations,

Carlos

ADL CONS.ACT (PDF)

Delivery overview for 1st time deliveries (excluding rejection deliveries)

#####

Pages in week of last delivery:

10654

Total number of pages until now:

217102

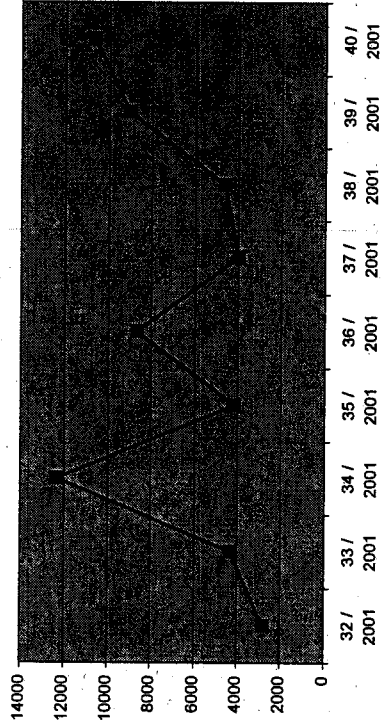
Average production delays in days:

68

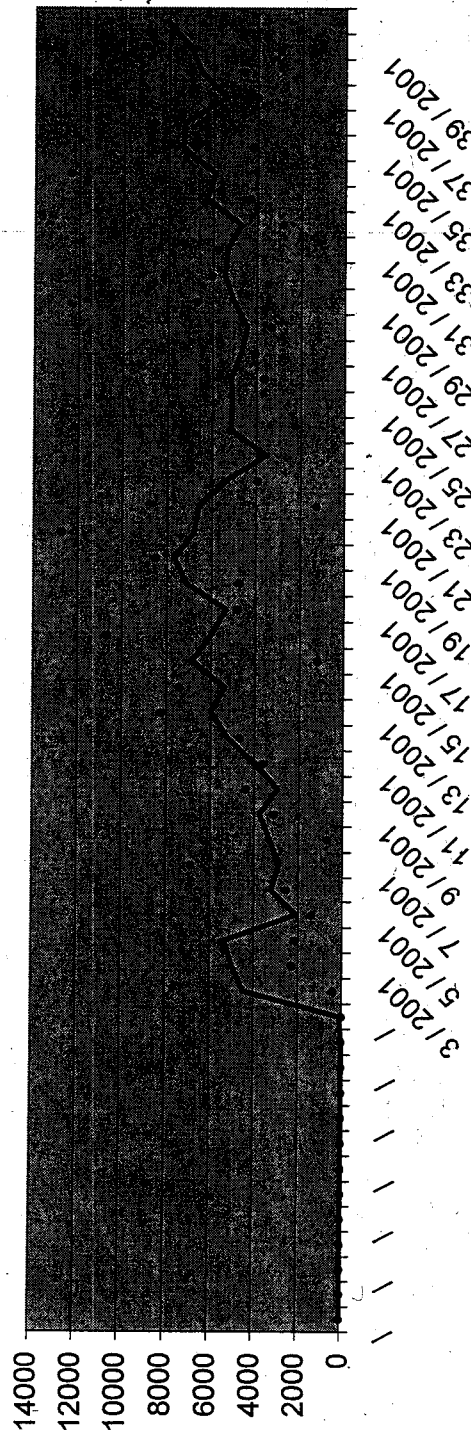
first: 86 next: 40

Week	Pages	Families	Couches	Versions
-8	32 / 2001	2794	5	55
-7	33 / 2001	4311	32	348
-6	34 / 2001	12328	13	131
-5	35 / 2001	4164	27	271
-4	36 / 2001	8648	36	396
-3	37 / 2001	3977	18	218
-2	38 / 2001	4611	31	328
-1	39 / 2001	9040	22	250
Current week	40 / 2001	10654	41	443

Pages PDF delivered lately



1 Year overview



1da

Production overview last year

Week	Pages	Average	Sum
-51 /	0	0	0
-50 /	0	0	0
-49 /	0	0	0
-48 /	0	0	0
-47 /	0	0	0
-46 /	0	0	0
-45 /	0	0	0
-44 /	0	0	0
-43 /	0	0	0
-42 /	0	0	0
-41 /	0	0	0
-40 /	0	0	0
-39 /	0	99	0
-38 43 / 2000	394	4440	394
-37 3 / 2001	2248	4972	2642
-36 4 / 2001	2126	5318	4768
-35 5 / 2001	1384	2076	6152
-34 6 / 2001	2547	3229	8699
-33 7 / 2001	6860	2873	15559
-32 8 / 2001	699	3298	16258
-31 9 / 2001	3086	3754	19344
-30 10 / 2001	4372	2937	23716
-29 11 / 2001	3592	3929	27308
-28 12 / 2001	4665	5218	31973
-27 13 / 2001	8241	5978	40214
-26 14 / 2001	7415	5376	47629
-25 15 / 2001	1181	6867	48810
-24 16 / 2001	10632	6009	59442
-23 17 / 2001	4807	5329	64249
-22 18 / 2001	4695	7155	68944
-21 19 / 2001	8486	7671	77430
-20 20 / 2001	12694	6786	90124
-19 21 / 2001	1270	6590	91394
-18 22 / 2001	3911	5400	95305
-17 23 / 2001	3725	3514	99030
-16 24 / 2001	5150	5145	104180
-15 25 / 2001	7794	5073	111974
-14 26 / 2001	3624	5155	115598
-13 27 / 2001	4050	4697	119648
-12 28 / 2001	3321	4424	122969
-11 29 / 2001	6700	5027	129669
-10 30 / 2001	6038	5452	135707
-9 31 / 2001	5749	5320	141456
-8 32 / 2001	2794	4723	144250
-7 33 / 2001	4311	6296	148561
-6 34 / 2001	12328	5899	160889
-5 35 / 2001	4164	7363	165053
-4 36 / 2001	8648	7279	173701
-3 37 / 2001	3977	5350	177678
-2 38 / 2001	4611	6569	182289
-1 39 / 2001	9040	7071	191329
0 40 / 2001	10654	8102	201983

year	week	tot_Families	tot_Couches	tot_LG_Versions	tot_PDF_Pages	new_Families	new_Couches	new_LG_Versions	new_PDF_Pages	re_Families	re_Couches	re_LG_Versions	re_PDF_Pages
2001	40	41	41	443	10654	41	41	443	10654	0	0	0	0
2001	39	23	24	261	19115	22	23	250	9040	1	1	11	10075
2001	38	31	32	328	4611	31	32	328	4611	0	0	0	0
2001	37	18	20	218	3977	18	20	218	3977	0	0	0	0
2001	36	55	59	485	10950	36	38	396	8648	19	21	89	2302
2001	35	27	28	271	4164	27	28	271	4164	0	0	0	0
2001	34	13	13	131	12328	13	13	131	12328	0	0	0	0
2001	33	32	32	348	4311	32	32	348	4311	0	0	0	0
2001	32	5	5	55	2794	5	5	55	2794	0	0	0	0
2001	31	33	33	312	5993	30	30	295	5749	3	3	17	244
2001	30	24	24	254	6038	24	24	254	6038	0	0	0	0
2001	29	33	34	323	7292	26	26	271	6700	7	8	52	592
2001	28	17	17	185	3321	17	17	185	3321	0	0	0	0
2001	27	27	27	272	4050	27	27	272	4050	0	0	0	0
2001	26	26	26	256	3624	26	26	256	3624	0	0	0	0
2001	25	17	17	177	7794	17	17	177	7794	0	0	0	0
2001	24	27	27	236	5495	25	25	224	5150	2	2	12	345
2001	23	19	19	140	3733	18	18	138	3725	1	1	2	8
2001	22	28	28	237	4312	24	24	223	3911	4	4	14	401
2001	21	13	13	143	1270	13	13	143	1270	0	0	0	0
2001	20	23	23	207	12860	21	21	185	12694	2	2	22	168
2001	19	35	36	251	9034	15	15	135	8486	20	21	116	548
2001	18	17	17	167	4695	17	17	167	4695	0	0	0	0
2001	17	36	36	326	4807	36	36	326	4807	0	0	0	0
2001	16	3	3	33	10632	3	3	33	10632	0	0	0	0
2001	15	11	11	89	1181	11	11	89	1181	0	0	0	0
2001	14	40	40	366	7415	40	40	366	7415	0	0	0	0
2001	13	15	15	125	8397	14	14	114	8241	1	1	11	156
2001	12	21	21	201	4681	20	20	200	4665	1	1	1	16
2001	11	26	26	257	3592	26	26	257	3592	0	0	0	0
2001	10	21	21	201	4539	20	20	190	4372	1	1	11	167
2001	9	20	20	190	3086	20	20	190	3086	0	0	0	0
2001	8	5	5	43	699	5	5	43	699	0	0	0	0
2001	7	28	30	292	7017	27	29	281	6860	1	1	11	157
2001	6	16	17	140	2547	16	17	140	2547	0	0	0	0
2001	5	14	14	144	1495	13	13	143	1384	1	1	1	111
2001	4	18	18	118	2126	18	18	118	2126	0	0	0	0
2001	3	16	17	139	2321	15	16	128	2248	1	1	11	73
2001	2	14	14	136	2166	14	14	136	2166	0	0	0	0
2001	1	18	19	180	3202	18	19	180	3202	0	0	0	0
2000	54												
2000	53												
2000	52	26	26	136	3471	26	26	136	3471	0	0	0	0
2000	51	20	20	143	1006	20	20	143	1006	0	0	0	0
2000	50	14	14	106	1608	13	13	95	1439	1	1	11	169
2000	49	7	7	57	869	7	7	57	869	0	0	0	0
2000	48	32	32	214	2509	31	31	211	2490	1	1	3	19
2000	47	11	11	70	491	10	10	69	476	1	1	1	15
2000	46												
2000	45												
2000	44												
2000	43	3	5	27	394	3	5	27	394	0	0	0	0

Type	Delay in days
Average delay for delivery of next couche	40
Average delay for first couche of new family	86
Total average	68

STRACK Guido (ESTAT)

106

From: STRACK Guido (OPOCE)
Sent: Monday 24 September 2001 10:09
To: STEINITZ Yves (OPOCE)
Subject: FW: Livraison du 25/09/2001

Shall I react vis a vis ADL on this basis or let them go on?

Guido

-----Original Message-----

From: REGNIER Christophe
Sent: lundi 24 septembre 2001 9:59
To: STRACK Guido (OPOCE)
Subject: RE: Livraison du 25/09/2001

Guido,

Voici mes commentaires :

1977R2237 : question 193/2001 datée du 18/09. Réponse : 18/09.
"traitement particulier" est vraiment exagéré. Les modifications ne sont pas très évidentes mais ce n'est pas une situation exceptionnelle.

1990R1907 : question 154/2001 datée du 9/07. Réponse : 10/07.
Couche 002.001.0 rejetée suite à cette question.
Résumé : ADL a rencontré un problème important dans la couche 003.001.0 suite à une commande de la couche 002.001.0. ADL aurait dû posé une question dans la couche 002.01.0 et s'apercevoir du problème bien avant.
1990L0440 : famille inconnue

1990L0642 : RF-215/2001 datée du 21/09. Réponse : 21/09 (et non 21/10/2001)
La fiche ad hoc est datée du 22/03/01. Pourquoi attendre 6 mois pour réclamer des images Tiffs manquantes ?

1996R1255 : je ne suis pas au courant de la "remarque apportée sur le bon de livraison 2709 du 18/09/2001"

1991R2092 : RF-216/2001 datée du 21/09/2001. Réponse : 21/09/2001.
La fiche ad hoc est datée du 1/2/2001. Pour un modificateur, la fiche mentionnait FMX 3.0.2 (par erreur) au lieu de V.3.0.1. Conclusion : pourquoi attendre 7 mois pour exposer ce problème ?

1993R0259 : RF-217/2001 datée du 21/09/2001. Réponse : 21/09/2001.
ADL a constaté certains problèmes sur un fichier source. Miltos leur a répondu que les erreurs n'étaient pas importantes et qu'aucune correction n'étaient nécessaire.

Conclusion générale : tous les moyens sont bons pour trouver des excuses très peu convaincantes...

-----Original Message-----

From: STRACK Guido (OPOCE)
Sent: vendredi 21 septembre 2001 17:46
To: REGNIER Christophe
Subject: FW: Livraison du 25/09/2001
Importance: High

Christoph

could I please get your comments on the issues raised by ADL.

Guido

-----Original Message-----

From: Aldo Atzeni

Sent: vendredi 21 septembre 2001 17:42

To: 'Consleg-others (E-mail) ' (E-mail)

Cc: STRACK Guido (OPOCE); Guibert Vanhooft; Philippe Schweitzer

Subject: Livraison du 25/09/2001

Importance: High

A l'équipe Consleg,

Veillez trouver ci-joint la liste des familles pour lesquelles ,

nous ne pourrons procéder à la livraison le 25 Septembre 2001.

* 1977R2237 : Suite à la question écrite n° 0193-2001 et de votre réponse du 18/09/2001, où il était question du traitement particulier des annexes I et Annexe II du modifiant 387R1986.

La charge de travail étant très importante, nous ne pourrons vous livrer cette famille qu'en date du 09/10/2001

* 1990R1907 : Pour cette famille (problème identique pour la famille 1990L0440), question écrite n°154-2001 et de votre réponse du 10/07/2001.

Suite à une réunion entre Europ et ADL, vous nous aviez indiqué qu'étant donné le problème relatif à ces deux familles,

vous nous feriez parvenir un courrier expliquant laquelle des deux versions vous prendriez à votre charge.

N'ayant toujours pas eu d'indication de votre part, le traitement de ces deux familles est suspendu actuellement.

* 1990L0642 : RF215 du 20/09/2001 pour des images Tiff manquantes dans le rectificatif 395L0038R(01),

suite à votre réponse du 21/10/2001, ces images seront fournies dans le cd-rom n° 20010924.

Nous vous communiquerons une date de livraison pour cette famille dès réception de ce dernier.

* 1996R1255 : Nous vous rappelons notre remarque apportée sur le bon de livraison n° 2709 du 18/09/2001,

et vous confirmons que les différents cycles délivrables de cette famille vous seront précisés dans le planning qui vous sera remis le 01/10/2001

* 1991R2092 : RF 216 du 20/09/2001 dans lequel il vous était indiqué l'envoi de fichier source FV301 en mentionnant du FV302 validé dans la fiche ad-hoc,

et suivant votre réponse du 21/09/2001, nous ne pourrons vous livrer cette famille qu'en date du 02/10/2001

* 1993R0259 : RF 217 Problème d'image sur le modifiant 396D0660. Ayant reçu la réponse ce jour, et étant donné le volume de cette famille,

celle-ci vous sera livrée le 02/10/2001.

En vous remerciant par avance de votre compréhension.

Je reste à votre disposition pour tout renseignement complémentaire.

Sincères salutations

Atzeni Aldo

ADL Front Office

STRACK Guido (ESTAT)

1dc

From: Jean Christophe Mazur [Jean.Mazur@ad-logistics.com]

Sent: Thursday 4 October 2001 17:57

To: STRACK Guido (OPOCE)

Cc: Guibert Vanhooff

Subject: planning mise à jour

Bonjour Monsieur Strack,

La durée de l'élaboration de la mise à jour du planning va être plus longue que prévue.

Je pense être en mesure de vous le fournir pour mardi.

Pour les familles du bon daily/2001-2, aucune ne fait partie du planning actuel.

Etant donné qu'il reste encore de nombreuses familles du bon 12-2000 à planifier dans le nouveau planning, aucune des familles bon daily/2001-2 ne pourra être produites avant le 15/11.

A votre demande, aucune famille du bon daily/2001-2 ne sera dans le nouveau planning. Je vous fournirai le détail des familles avec le nouveau planning.

Salutations distinguées.

Jean MAZUR

STRACK Guido (ESTAT)

Add

From: OP2 CONSLEG OTHERS**Sent:** Wednesday 22 August 2001 16:56**To:** 'Philippe Schweitzer'; 'ADLFrontOffice (E-mail)'; 'David Gray'**Cc:** NETO Carlos (OPOCE); STEINITZ Yves (OPOCE); STRACK Guido (OPOCE); DEHOY Jean-Marc (OPOCE)**Subject:** Planning

Dear Philippe,

please find below and in the attachment as advance warning the text and annex of a note that will be sent by Mr. Steinitz to Mr. Velluet at the beginning of next week.

Yours

Guido Strack

As one week after the initial delay there is still no acceptable planning proposal from ADL please find attached a list fixing the maximum delays OPOCE is going to tolerate for the outstanding dossiers.

As in all cases these maximum delays are longer than the delivery delays fixed in the ad-hoc-dossiers and the "bon de commandes", by fixing those tolerance delays, OPOCE, taking into account the discussions and proposals of ADL (wherever the proposal of ADL was sufficient it was kept), is granting unilaterally an extra margin for the delivery of the concerned families/productionsequences.

If however ADL should not respect this planning OPOCE will use its contractual rights.

If in a concrete case ADL has founded reason to ask for a change you are invited to make a written "change request". Such a "change request" needs be made for each family concerned. It needs to mention the productionsequence and the fixed delay as well as a new proposed delay and the reason why you request an additional delay for the given family/productionsequence. As the total production volumes for any given moment should not decrease a change request asking additional delays for one family must be linked to a change request for another family of comparable size which will for compensation be delivered earlier. In any case "change requests" do not affect the fixed delays as long as they are not explicitly accepted by OPOCE.

As the list is quite long and has been made with electronic support it can not be excluded that it covers as well cases for which there is no or no longer any corresponding demand (ad-hoc-dossier). In these cases the current list does not constitute such a demand neither. You are asked to notify whenever you find such a case.

Planning_OPOCE

FamilyID	ProductionSequence	ProgramID	Languages	OJ-Pages	Tolerance date
1957D0831	001.001.0	BDC 2000/012;OPC 2000	11	44	6/11/2001
1957D0831	002.001.0	BDC 2000/012;OPC 2000	11	44	13/11/2001
1957D0831	003.001.0	BDC 2000/012;OPC 2000	11	44	20/11/2001
1957D0831	004.001.0	BDC 2000/012;OPC 2000	11	44	4/12/2001
1957D0831	005.001.0	BDC 2000/012;OPC 2000	11	44	18/12/2001
1958X1101	001.001.0	BDC 2000/012;OPC 2000	9	63	27/11/2001
1958X1101	002.001.0	BDC 2000/012;OPC 2000	9	63	11/12/2001
1962R0058	001.001.0	AGRI - 00/01	11	275	30/10/2001
1965R0019	002.001.0	BDC 2000/012;OPC 2000	11	33	6/11/2001
1965R0019	003.001.0	BDC 2000/012;OPC 2000	11	33	20/11/2001
1965R0019	004.001.0	BDC 2000/012;OPC 2000	11	33	4/12/2001
1965R0019	005.001.0	BDC 2000/012;OPC 2000	11	33	18/12/2001
1965R0079	001.001.0	AGRI - 00/01	11	77	18/09/2001
1965R0079	002.001.0	AGRI - 00/01	11	77	25/09/2001
1966R0136	001.001.0	AGRI - 00/01	11	121	25/09/2001
1966R0136	002.001.0	AGRI - 00/01	11	121	2/10/2001
1966R0136	003.001.0	AGRI - 00/01	11	121	30/10/2001
1966R0136	004.001.0	DAILY 2001-02	11	121	20/11/2001
1966S0022	001.001.0	DAILY/2000	9	36	6/11/2001
1966S0022	001.002.0	DAILY/2000	1	4	20/11/2001
1967R0467	007.001.0	AGRI - 00/01	11	33	28/08/2001
1967R0467	008.001.0	AGRI - 00/01	11	33	4/09/2001
1967R0467	009.001.0	AGRI - 00/01	11	33	11/09/2001
1967R0467	010.001.0	AGRI - 00/01	11	33	18/09/2001
1967R0467	011.001.0	AGRI - 00/01	11	33	25/09/2001
1967R0467	012.001.0	AGRI - 00/01	11	33	2/10/2001
1967R0467	013.001.0	AGRI - 00/01	11	33	16/10/2001
1969L0335	001.001.0	BDC 2000/012;OPC 2000	9	45	6/11/2001
1969L0335	002.001.0	BDC 2000/012;OPC 2000	9	45	27/11/2001
1969R2511	001.001.0	AGRI - 00/01	9	36	18/09/2001
1969R2511	001.002.0	AGRI - 00/01	9	36	16/10/2001
1970L0157	002.001.0	BDC 2000/012;OPC 2000	11	55	2/10/2001
1970L0157	003.001.0	BDC 2000/012;OPC 2000	11	55	9/10/2001
1970L0157	004.001.0	BDC 2000/012;OPC 2000	11	55	16/10/2001
1970L0157	005.001.0	BDC 2000/012;OPC 2000	11	55	23/10/2001
1970L0157	006.001.0	BDC 2000/012;OPC 2000	11	55	30/10/2001
1970L0157	007.001.0	BDC 2000/012;OPC 2000	11	55	6/11/2001
1970L0157	008.001.0	BDC 2000/012;OPC 2000	11	55	13/11/2001
1970L0157	009.001.0	BDC 2000/012;OPC 2000	11	55	20/11/2001
1970L0157	010.001.0	BDC 2000/012;OPC 2000	11	55	27/11/2001
1970L0157	011.001.0	BDC 2000/012;OPC 2000	11	55	4/12/2001
1970L0157	012.001.0	BDC 2000/012;OPC 2000	11	55	11/12/2001
1970L0157	013.001.0	BDC 2000/012;OPC 2000	11	55	18/12/2001
1970L0221	001.001.0	BDC 2000/012;OPC 2000	11	22	6/11/2001
1970L0221	002.001.0	BDC 2000/012;OPC 2000	11	22	20/11/2001
1970L0221	003.001.0	BDC 2000/012;OPC 2000	11	22	27/11/2001
1970L0221	004.001.0	BDC 2000/012;OPC 2000	11	22	4/12/2001
1970L0221	005.001.0	BDC 2000/012;OPC 2000	11	22	11/12/2001
1970L0311	001.001.0	BDC 2000/012;OPC 2000	11	44	20/11/2001
1970L0311	002.001.0	BDC 2000/012;OPC 2000	11	44	4/12/2001
1970L0311	003.001.0	BDC 2000/012;OPC 2000	11	44	18/12/2001
1970L0387	001.001.0	BDC 2000/012;OPC 2000	11	77	4/09/2001
1970L0387	002.001.0	BDC 2000/012;OPC 2000	11	77	18/09/2001
1970L0387	003.001.0	DAILY 2001-01	11	77	6/11/2001
1970L0524	001.001.0	BDC 2000/012;OPC 2000	9	153	11/09/2001
1970L0524	002.001.0	BDC 2000/012;OPC 2000	9	153	25/09/2001
1970L0524	003.001.0	BDC 2000/012;OPC 2000	9	153	9/10/2001
1970L0524	004.001.0	BDC 2000/012;OPC 2000	9	153	30/10/2001
1970L0524	005.001.0	BDC 2000/012;OPC 2000	9	153	6/11/2001
1970L0524	006.001.0	BDC 2000/012;OPC 2000	9	153	27/11/2001
1970R1107	003.001.0	BDC 2000/012;OPC 2000	11	33	4/09/2001
1970R1107	004.001.0	BDC 2000/012;OPC 2000	11	33	18/09/2001
1970R1107	005.001.0	BDC 2000/012;OPC 2000	11	33	2/10/2001

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1970R1107 006.001.0	BDC 2000/012;OPC 2000	11	33	16/10/2001
1971R1408 002.001.0	DAILY 2001-02	11	539	30/10/2001
1971R1696 002.001.0	AGRI - 00/01	11	77	28/08/2001
1971R1696 003.001.0	AGRI - 00/01	11	77	28/08/2001
1971R1696 004.001.0	AGRI - 00/01	11	77	4/09/2001
1971R1696 005.001.0	AGRI - 00/01	11	77	4/09/2001
1971R1696 006.001.0	AGRI - 00/01	11	77	11/09/2001
1971R1696 007.001.0	AGRI - 00/01	11	77	18/09/2001
1971R1696 008.001.0	AGRI - 00/01	11	77	18/09/2001
1971R1696 009.001.0	AGRI - 00/01	11	77	25/09/2001
1971R1696 010.001.0	AGRI - 00/01	11	77	25/09/2001
1971R1696 011.001.0	AGRI - 00/01	11	77	2/10/2001
1971R1696 012.001.0	AGRI - 00/01	11	77	9/10/2001
1971R1696 013.001.0	AGRI - 00/01	11	77	16/10/2001
1971R1696 014.001.0	AGRI - 00/01	11	77	16/10/2001
1971R1696 015.001.0	AGRI - 00/01	11	77	30/10/2001
1971R1696 016.001.0	AGRI - 00/01	11	77	30/10/2001
1971R1696 017.001.0	AGRI - 00/01	11	77	30/10/2001
1971R1696 018.001.0	DAILY 2001-02	11	77	20/11/2001
1971R2358 001.001.0	AGRI - 00/01	11	55	18/09/2001
1971R2358 002.001.0	AGRI - 00/01	11	55	2/10/2001
1971R2358 003.001.0	AGRI - 00/01	11	55	23/10/2001
1971R2622 001.001.0	AGRI - 00/01	11	11	18/09/2001
1971R2622 002.001.0	AGRI - 00/01	11	11	9/10/2001
1971R2622 003.001.0	AGRI - 00/01	11	11	23/10/2001
1971R2622 004.001.0	AGRI - 00/01	11	11	30/10/2001
1972B0000 000.001.0	BDC 2000/009;OPC 99	6	684	16/10/2001
1972L0306 002.001.0	BDC 2000/012;OPC 2000	11	253	16/10/2001
1972R0100 005.001.0	AGRI - 00/01	11	99	9/10/2001
1972R0100 006.001.0	AGRI - 00/01	11	99	16/10/2001
1972R0574 004.001.0	DAILY 2001-01	11	913	4/09/2001
1972R0574 005.001.0	DAILY 2001-02	11	913	23/10/2001
1972R0845 002.001.0	AGRI - 00/01	11	22	2/10/2001
1972R1351 004.001.0	AGRI - 00/01	11	22	25/09/2001
1972R1351 005.001.0	AGRI - 00/01	11	22	16/10/2001
1972R1686 002.001.0	AGRI - 00/01	11	11	2/10/2001
1972R1686 003.001.0	AGRI - 00/01	11	11	30/10/2001
1973L0241 003.001.0	BDC 2000/012;SANCO	11	143	4/09/2001
1973L0241 004.001.0	BDC 2000/012;SANCO	11	143	18/09/2001
1973L0241 005.001.0	BDC 2000/012;SANCO	11	143	2/10/2001
1973L0241 006.001.0	BDC 2000/012;SANCO	11	143	16/10/2001
1973L0241 007.001.0	BDC 2000/012;SANCO	11	143	30/10/2001
1973L0241 008.001.0	BDC 2000/012;SANCO	11	143	13/11/2001
1973L0241 009.001.0	BDC 2000/012;SANCO	11	143	27/11/2001
1973L0241 010.001.0	BDC 2000/012;SANCO	11	143	4/12/2001
1973L0241 011.001.0	BDC 2000/012;SANCO	11	143	18/12/2001
1973L0404 001.001.0	DAILY/2000	11	22	6/11/2001
1973L0404 001.002.0	DAILY/2000	2	4	20/11/2001
1974L0060 002.001.0	BDC 2000/012;OPC 2000	11	220	16/10/2001
1974L0061 001.001.0	BDC 2000/012;OPC 2000	11	77	30/10/2001
1974L0150 002.001.0	BDC 2000/012;OPC 2000	11	165	11/09/2001
1974L0150 003.001.0	BDC 2000/012;OPC 2000	11	165	25/09/2001
1974L0150 004.001.0	BDC 2000/012;OPC 2000	11	165	2/10/2001
1974L0150 005.001.0	BDC 2000/012;OPC 2000	11	165	9/10/2001
1974L0150 006.001.0	BDC 2000/012;OPC 2000	11	165	16/10/2001
1974L0150 007.001.0	BDC 2000/012;OPC 2000	11	165	23/10/2001
1974L0150 008.001.0	BDC 2000/012;OPC 2000	11	165	30/10/2001
1974L0150 009.001.0	BDC 2000/012;OPC 2000	11	165	6/11/2001
1974L0150 010.001.0	BDC 2000/012;OPC 2000	11	165	13/11/2001
1974L0151 002.001.0	BDC 2000/012;OPC 2000	11	99	2/10/2001
1974L0151 003.001.0	BDC 2000/012;OPC 2000	11	99	23/10/2001
1974L0151 004.001.0	BDC 2000/012;OPC 2000	11	99	30/10/2001
1974L0152 003.001.0	BDC 2000/012;OPC 2000	11	33	2/10/2001
1974L0152 004.001.0	BDC 2000/012;OPC 2000	11	33	23/10/2001

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1974L0346 003.001.0	BDC 2000/012;OPC 2000	11	44	16/10/2001
1974L0347 002.001.0	BDC 2000/012;OPC 2000	11	66	9/10/2001
1974L0347 003.001.0	BDC 2000/012;OPC 2000	11	66	23/10/2001
1975L0321 003.001.0	BDC 2000/012;OPC 2000	11	44	2/10/2001
1975L0321 004.001.0	BDC 2000/012;OPC 2000	11	44	23/10/2001
1975L0322 002.001.0	BDC 2000/012;OPC 2000	11	110	2/10/2001
1975L0322 003.001.0	BDC 2000/012;OPC 2000	11	110	16/10/2001
1975L0322 004.001.0	BDC 2000/012;OPC 2000	11	110	23/10/2001
1975L0440 001.001.0	DAILY/2000	9	54	13/11/2001
1975L0440 001.002.0	DAILY/2000	1	6	27/11/2001
1975L0442 002.001.0	BDC 2000/012;OPC 2000	11	33	25/09/2001
1975L0442 003.001.0	BDC 2000/012;OPC 2000	11	33	16/10/2001
1975R0337 001.001.0	BDC 2000/012;OPC 2000	9	36	4/09/2001
1975R0337 002.001.0	BDC 2000/012;OPC 2000	9	36	18/09/2001
1975R0337 003.001.0	BDC 2000/012;OPC 2000	9	36	2/10/2001
1975R0584 004.001.0	AGRI - 00/01	11	33	9/10/2001
1975R1365 001.001.0	BDC 2000/012;OPC 2000	9	36	16/10/2001
1975R1365 002.001.0	BDC 2000/012;OPC 2000	9	36	30/10/2001
1975R2759 001.001.0	AGRI - 00/01	11	99	11/09/2001
1975R2759 002.001.0	AGRI - 00/01	11	99	25/09/2001
1975R2771 003.001.0	AGRI - 00/01	11	77	4/09/2001
1975R2771 004.001.0	AGRI - 00/01	11	77	11/09/2001
1975R2771 005.001.0	AGRI - 00/01	11	77	18/09/2001
1975R2771 006.001.0	AGRI - 00/01	11	77	25/09/2001
1975R2771 007.001.0	AGRI - 00/01	11	77	2/10/2001
1975R2771 008.001.0	AGRI - 00/01	11	77	9/10/2001
1975R2771 009.001.0	AGRI - 00/01	11	77	16/10/2001
1975R2771 010.001.0	AGRI - 00/01	11	77	30/10/2001
1975R2771 011.001.0	AGRI - 00/01	11	77	30/10/2001
1975R2771 012.001.0	AGRI - 00/01	11	77	30/10/2001
1976L0115 002.001.0	BDC 2000/012;OPC 2000	11	165	2/10/2001
1976L0115 003.001.0	BDC 2000/012;OPC 2000	11	165	16/10/2001
1976L0115 004.001.0	BDC 2000/012;OPC 2000	11	165	23/10/2001
1976L0160 001.001.0	BDC 2000/012;OPC 2000	9	63	11/09/2001
1976L0160 002.001.0	BDC 2000/012;OPC 2000	9	63	25/09/2001
1976L0308 001.001.0	BDC 2000/012;OPC 2000	11	66	25/09/2001
1976L0308 002.001.0	BDC 2000/012;OPC 2000	11	66	9/10/2001
1976L0308 003.001.0	BDC 2000/012;OPC 2000	11	66	16/10/2001
1976L0308 004.001.0	BDC 2000/012;OPC 2000	11	66	23/10/2001
1976L0308 005.001.0	BDC 2000/012;OPC 2000	11	66	30/10/2001
1976L0308 006.001.0	DAILY 2001-02	11	66	13/11/2001
1976L0432 003.001.0	BDC 2000/012;OPC 2000	11	154	9/10/2001
1976L0464 001.001.0	DAILY/2000	9	63	20/11/2001
1976L0464 001.002.0	DAILY/2000	2	14	4/12/2001
1976L0464 002.001.0	DAILY/2000	9	63	18/12/2001
1976L0625 001.001.0	AGRI - 00/01	11	55	4/09/2001
1976L0625 002.001.0	AGRI - 00/01	11	55	9/10/2001
1976L0757 002.001.0	BDC 2000/012;OPC 2000	11	242	25/09/2001
1976L0757 003.001.0	BDC 2000/012;OPC 2000	11	242	9/10/2001
1976L0757 004.001.0	BDC 2000/012;OPC 2000	11	242	30/10/2001
1976L0757 005.001.0	BDC 2000/012;OPC 2000	11	242	27/11/2001
1976L0758 002.001.0	BDC 2000/012;OPC 2000	11	187	25/09/2001
1976L0758 003.001.0	BDC 2000/012;OPC 2000	11	187	2/10/2001
1976L0758 004.001.0	BDC 2000/012;OPC 2000	11	187	9/10/2001
1976L0758 005.001.0	BDC 2000/012;OPC 2000	11	187	30/10/2001
1976L0758 006.001.0	BDC 2000/012;OPC 2000	11	187	13/11/2001
1976L0759 002.001.0	BDC 2000/012;OPC 2000	11	154	13/11/2001
1976L0759 003.001.0	BDC 2000/012;OPC 2000	11	154	20/11/2001
1976L0759 004.001.0	BDC 2000/012;OPC 2000	11	154	4/12/2001
1976L0759 005.001.0	BDC 2000/012;OPC 2000	11	154	11/12/2001
1976L0759 006.001.0	BDC 2000/012;OPC 2000	11	154	18/12/2001
1976L0760 002.001.0	BDC 2000/012;OPC 2000	11	121	6/11/2001
1976L0760 003.001.0	BDC 2000/012;OPC 2000	11	121	20/11/2001
1976L0760 004.001.0	BDC 2000/012;OPC 2000	11	121	4/12/2001

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1976L0760	005.001.0	BDC 2000/012;OPC 2000	11	121	18/12/2001
1976L0761	002.001.0	BDC 2000/012;OPC 2000	11	286	16/10/2001
1976L0761	003.001.0	BDC 2000/012;OPC 2000	11	286	23/10/2001
1976L0761	004.001.0	BDC 2000/012;OPC 2000	11	286	30/10/2001
1976L0761	005.001.0	BDC 2000/012;OPC 2000	11	286	6/11/2001
1976L0761	006.001.0	BDC 2000/012;OPC 2000	11	286	20/11/2001
1976L0762	002.001.0	BDC 2000/012;OPC 2000	11	143	30/10/2001
1976L0762	003.001.0	BDC 2000/012;OPC 2000	11	143	13/11/2001
1976L0762	004.001.0	BDC 2000/012;OPC 2000	11	143	27/11/2001
1976L0762	005.001.0	BDC 2000/012;OPC 2000	11	143	4/12/2001
1976L0768	001.001.0	BDC 2000/012;OPC 2000	11	352	9/10/2001
1976L0768	002.001.0	BDC 2000/012;OPC 2000	11	352	16/10/2001
1976L0769	002.001.0	BDC 2000/012;SANCO	11	33	4/09/2001
1976L0769	003.001.0	BDC 2000/012;SANCO	11	33	11/09/2001
1976L0769	004.001.0	BDC 2000/012;SANCO	11	33	16/10/2001
1976L0769	005.001.0	DAILY 2001-02	11	33	6/11/2001
1976L0895	003.001.0	BDC 2000/012;OPC 2000	11	66	16/10/2001
1976L0895	004.001.0	BDC 2000/012;OPC 2000	11	66	30/10/2001
1976L0895	005.001.0	BDC 2000/012;OPC 2000	11	66	6/11/2001
1976L0895	006.001.0	BDC 2000/012;OPC 2000	11	66	13/11/2001
1976L0895	007.001.0	BDC 2000/012;OPC 2000	11	66	20/11/2001
1976L0895	008.001.0	BDC 2000/012;OPC 2000	11	66	27/11/2001
1976L0895	009.001.0	BDC 2000/012;OPC 2000	11	66	4/12/2001
1976L0895	010.001.0	BDC 2000/012;OPC 2000	11	66	11/12/2001
1976L0895	011.001.0	BDC 2000/012;OPC 2000	11	66	18/12/2001
1976L0895	012.001.0	BDC 2000/012;OPC 2000	11	66	8/01/2002
1976L0895	013.001.0	BDC 2000/012;OPC 2000	11	66	15/01/2002
1976L0895	014.001.0	BDC 2000/012;OPC 2000	11	66	22/01/2002
1976L0895	015.001.0	BDC 2000/012;OPC 2000	11	66	29/01/2002
1976R1445	002.001.0	AGRI - 00/01	11	22	25/09/2001
1976R1445	003.001.0	DAILY 2001-02	11	22	6/11/2001
1976R1519	000.001.0	AGRI - 00/01	7	14	18/09/2001
1977L0388	002.001.0	BDC 2000/012;OPC 2000	11	440	30/10/2001
1977L0388	003.001.0	BDC 2000/012;OPC 2000	11	440	13/11/2001
1977L0389	001.001.0	BDC 2000/012;OPC 2000	11	22	9/10/2001
1977L0536	002.001.0	BDC 2000/012;OPC 2000	11	407	18/09/2001
1977L0536	003.001.0	BDC 2000/012;OPC 2000	11	407	2/10/2001
1977L0536	004.001.0	BDC 2000/012;OPC 2000	11	407	16/10/2001
1977L0536	005.001.0	BDC 2000/012;OPC 2000	11	407	30/10/2001
1977L0536	006.001.0	BDC 2000/012;OPC 2000	11	407	13/11/2001
1977L0537	002.001.0	BDC 2000/012;OPC 2000	11	242	9/10/2001
1977L0538	001.001.0	BDC 2000/012;OPC 2000	11	132	16/10/2001
1977L0538	002.001.0	BDC 2000/012;OPC 2000	11	132	30/10/2001
1977L0538	003.001.0	BDC 2000/012;OPC 2000	11	132	13/11/2001
1977L0538	004.001.0	BDC 2000/012;OPC 2000	11	132	27/11/2001
1977L0538	005.001.0	BDC 2000/012;OPC 2000	11	132	11/12/2001
1977L0538	006.001.0	BDC 2000/012;OPC 2000	11	132	18/12/2001
1977L0539	002.001.0	BDC 2000/012;OPC 2000	11	121	9/10/2001
1977L0539	003.001.0	BDC 2000/012;OPC 2000	11	121	30/10/2001
1977L0539	004.001.0	BDC 2000/012;OPC 2000	11	121	20/11/2001
1977L0539	005.001.0	BDC 2000/012;OPC 2000	11	121	4/12/2001
1977L0540	002.001.0	BDC 2000/012;OPC 2000	11	132	25/09/2001
1977L0540	003.001.0	BDC 2000/012;OPC 2000	11	132	2/10/2001
1977L0540	004.001.0	BDC 2000/012;OPC 2000	11	132	16/10/2001
1977L0540	005.001.0	BDC 2000/012;OPC 2000	11	132	30/10/2001
1977L0541	002.001.0	BDC 2000/012;OPC 2000	11	539	11/09/2001
1977L0541	003.001.0	BDC 2000/012;OPC 2000	11	539	25/09/2001
1977L0541	004.001.0	BDC 2000/012;OPC 2000	11	539	9/10/2001
1977L0541	005.001.0	BDC 2000/012;OPC 2000	11	539	23/10/2001
1977L0541	006.001.0	BDC 2000/012;OPC 2000	11	539	6/11/2001
1977L0541	007.001.0	BDC 2000/012;OPC 2000	11	539	20/11/2001
1977L0541	008.001.0	BDC 2000/012;OPC 2000	11	539	4/12/2001
1977L0541	009.001.0	BDC 2000/012;OPC 2000	11	539	18/12/2001
1977R2182	004.001.0	AGRI - 00/01	11	44	4/09/2001

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1977R2182 005.001.0	AGRI - 00/01	11	44	11/09/2001
1977R2182 006.001.0	AGRI - 00/01	11	44	11/09/2001
1977R2182 007.001.0	AGRI - 00/01	11	44	18/09/2001
1977R2182 008.001.0	AGRI - 00/01	11	44	25/09/2001
1977R2182 009.001.0	AGRI - 00/01	11	44	25/09/2001
1977R2182 010.001.0	AGRI - 00/01	11	44	2/10/2001
1977R2182 011.001.0	AGRI - 00/01	11	44	9/10/2001
1977R2182 012.001.0	AGRI - 00/01	11	44	9/10/2001
1977R2182 013.001.0	AGRI - 00/01	11	44	16/10/2001
1977R2182 014.001.0	AGRI - 00/01	11	44	16/10/2001
1977R2182 015.001.0	AGRI - 00/01	11	44	23/10/2001
1977R2182 016.001.0	AGRI - 00/01	11	44	23/10/2001
1977R2182 017.001.0	AGRI - 00/01	11	44	30/10/2001
1977R2237 002.001.0	AGRI - 00/01	11	451	4/09/2001
1977R2237 003.001.0	AGRI - 00/01	11	451	11/09/2001
1977R2237 004.001.0	AGRI - 00/01	11	451	25/09/2001
1977R2237 005.001.0	AGRI - 00/01	11	451	2/10/2001
1977R2237 006.001.0	AGRI - 00/01	11	451	9/10/2001
1977R2290 004.001.0	BDC 2000/012;OPC 2000	10	40	25/09/2001
1977R2290 005.001.0	BDC 2000/012;OPC 2000	10	40	16/10/2001
1978L0170 001.001.0	BDC 2000/012;OPC 2000	9	18	25/09/2001
1978L0170 001.002.0	BDC 2000/012;OPC 2000	3	6	16/10/2001
1978L0659 001.001.0	BDC 2000/012;OPC 2000	9	90	25/09/2001
1978L0659 002.001.0	BDC 2000/012;OPC 2000	9	90	9/10/2001
1978L0660 001.001.0	BDC 2000/012;OPC 2000	11	231	25/09/2001
1978L0660 002.001.0	BDC 2000/012;OPC 2000	11	231	9/10/2001
1978L0933 002.001.0	BDC 2000/012;OPC 2000	11	297	25/09/2001
1978L0933 003.001.0	BDC 2000/012;OPC 2000	11	297	16/10/2001
1978R0776 001.001.0	AGRI - 00/01	11	44	25/09/2001
1978R0776 002.001.0	AGRI - 00/01	11	44	25/09/2001
1978R0776 003.001.0	AGRI - 00/01	11	44	9/10/2001
1978R0776 004.001.0	AGRI - 00/01	11	44	16/10/2001
1978R0776 005.001.0	AGRI - 00/01	11	44	23/10/2001
1978R0776 006.001.0	AGRI - 00/01	11	44	30/10/2001
1978R0890 005.001.0	AGRI - 00/01	11	77	4/09/2001
1978R0890 006.001.0	AGRI - 00/01	11	77	11/09/2001
1978R0890 007.001.0	AGRI - 00/01	11	77	18/09/2001
1978R0890 008.001.0	AGRI - 00/01	11	77	25/09/2001
1978R0890 009.001.0	AGRI - 00/01	11	77	2/10/2001
1978R0890 010.001.0	AGRI - 00/01	11	77	9/10/2001
1978R0890 011.001.0	AGRI - 00/01	11	77	16/10/2001
1979D0491 002.001.0	AGRI - 00/01	11	132	9/10/2001
1979D0491 003.001.0	AGRI - 00/01	11	132	16/10/2001
1979L0267 003.001.0	BDC 2000/012;OPC 2000	11	198	4/09/2001
1979L0267 004.001.0	BDC 2000/012;OPC 2000	11	198	25/09/2001
1979L0267 005.001.0	BDC 2000/012;OPC 2000	11	198	16/10/2001
1979L0267 006.001.0	BDC 2000/012;OPC 2000	11	198	23/10/2001
1979L0373 001.001.0	BDC 2000/012;OPC 2000	11	88	25/09/2001
1979L0373 002.001.0	BDC 2000/012;OPC 2000	11	88	9/10/2001
1979L0373 003.001.0	BDC 2000/012;OPC 2000	11	88	30/10/2001
1979L0373 004.001.0	BDC 2000/012;OPC 2000	11	88	13/11/2001
1979L0409 001.001.0	BDC 2000/012;OPC 2000	9	162	25/09/2001
1979L0409 002.001.0	BDC 2000/012;OPC 2000	9	162	9/10/2001
1979L0409 003.001.0	BDC 2000/012;OPC 2000	9	162	30/10/2001
1979L0622 003.001.0	BDC 2000/012;OPC 2000	11	330	28/08/2001
1979L0622 004.001.0	BDC 2000/012;OPC 2000	11	330	11/09/2001
1979L0622 005.001.0	BDC 2000/012;OPC 2000	11	330	9/10/2001
1979L0622 006.001.0	BDC 2000/012;OPC 2000	11	330	30/10/2001
1979R0357 002.001.0	AGRI - 00/01	11	66	11/09/2001
1980D0765 002.001.0	AGRI - 00/01	11	88	25/09/2001
1980D0765 003.001.0	AGRI - 00/01	11	88	9/10/2001
1980L0181 002.001.0	BDC 2000/012;OPC 2000	11	121	9/10/2001
1980L0181 003.001.0	BDC 2000/012;OPC 2000	11	121	30/10/2001
1980L0723 002.001.0	DAILY/2000	11	33	11/12/2001

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1980L1269 003.001.0	BDC 2000/012;OPC 2000	11	242	2/10/2001
1980L1269 004.001.0	BDC 2000/012;OPC 2000	11	242	23/10/2001
1981D0121 004.001.0	BDC 2000/012;OPC 2000	11	11	25/09/2001
1981D0121 005.001.0	BDC 2000/012;OPC 2000	11	11	9/10/2001
1981D0121 006.001.0	BDC 2000/012;OPC 2000	11	11	23/10/2001
1981D0121 007.001.0	BDC 2000/012;OPC 2000	11	11	6/11/2001
1981D0121 008.001.0	DAILY 2001-01	11	11	27/11/2001
1981R0139 006.001.0	AGRI - 00/01	9	54	2/10/2001
1981R0139 007.001.0	AGRI - 00/01	9	54	9/10/2001
1981R0139 008.001.0	AGRI - 00/01	9	54	16/10/2001
1981R1292 001.001.0	AGRI - 00/01	11	110	11/09/2001
1981R1292 001.002.0	AGRI - 00/01	2	20	25/09/2001
1981R1292 002.001.0	DAILY 2001-02	11	110	11/12/2001
1981R2191 001.001.0	AGRI - 00/01	9	36	25/09/2001
1981R2191 002.001.0	AGRI - 00/01	9	36	9/10/2001
1981R2191 003.001.0	AGRI - 00/01	9	36	23/10/2001
1981R2191 004.001.0	DAILY 2001-02	9	36	13/11/2001
1981R2670 001.001.0	AGRI - 00/01	9	27	25/09/2001
1981R2670 002.001.0	AGRI - 00/01	9	27	9/10/2001
1981R2670 003.001.0	AGRI - 00/01	9	27	23/10/2001
1981R2730 001.001.0	DAILY/2000	9	81	27/11/2001
1981R2730 001.002.0	DAILY/2000	1	9	11/12/2001
1982D0530 001.001.0	AGRI - 00/01	7	7	4/09/2001
1982D0530 002.001.0	AGRI - 00/01	7	7	18/09/2001
1982L0471 001.001.0	BDC 2000/012;OPC 2000	11	77	9/10/2001
1982L0471 002.001.0	BDC 2000/012;OPC 2000	11	77	30/10/2001
1982L0884 001.001.0	BDC 2000/012;OPC 2000	9	36	9/10/2001
1982L0884 002.001.0	BDC 2000/012;OPC 2000	9	36	23/10/2001
1982L0884 003.001.0	BDC 2000/012;OPC 2000	9	36	30/10/2001
1982R0032 005.001.0	AGRI - 00/01	11	33	25/09/2001
1982R0032 006.001.0	AGRI - 00/01	11	33	30/10/2001
1982R0065 001.001.0	AGRI - 00/01	9	27	16/10/2001
1982R0065 002.001.0	AGRI - 00/01	9	27	30/10/2001
1982R1964 002.001.0	AGRI - 00/01	11	55	25/09/2001
1982R1964 003.001.0	AGRI - 00/01	11	55	2/10/2001
1982R1964 004.001.0	AGRI - 00/01	11	55	9/10/2001
1982R1964 005.001.0	AGRI - 00/01	11	55	16/10/2001
1983D0471 005.001.0	AGRI - 00/01	11	22	9/10/2001
1983D0471 006.001.0	AGRI - 00/01	11	22	30/10/2001
1983R2213 002.001.0	AGRI - 00/01	11	99	16/10/2001
1983R2807 003.001.0	BDC 2000/012;OPC 2000	11	198	25/09/2001
1983R2807 004.001.0	BDC 2000/012;OPC 2000	11	198	2/10/2001
1983R2807 005.001.0	BDC 2000/012;OPC 2000	11	198	9/10/2001
1983R2807 006.001.0	BDC 2000/012;OPC 2000	11	198	30/10/2001
1983R2807 007.001.0	BDC 2000/012;OPC 2000	11	198	20/11/2001
1984L0491 001.001.0	DAILY/2000	9	63	27/11/2001
1984L0491 001.002.0	DAILY/2000	1	7	11/12/2001
1984R2261 001.001.0	AGRI - 00/01	11	88	2/10/2001
1984R2261 002.001.0	AGRI - 00/01	11	88	16/10/2001
1984R2262 001.001.0	AGRI - 00/01	11	33	18/09/2001
1984R2262 002.001.0	AGRI - 00/01	11	33	2/10/2001
1984R2262 003.001.0	AGRI - 00/01	11	33	16/10/2001
1984R2388 004.001.0	AGRI - 00/01	11	22	11/09/2001
1985L0203 001.001.0	BDC 2000/012;OPC 2000	9	63	25/09/2001
1985L0203 002.001.0	BDC 2000/012;OPC 2000	9	63	23/10/2001
1985L0203 003.001.0	BDC 2000/012;OPC 2000	9	63	13/11/2001
1985L0384 001.001.0	BDC 2000/012;OPC 2000	9	99	25/09/2001
1985L0384 002.001.0	BDC 2000/012;OPC 2000	9	99	9/10/2001
1985L0384 003.001.0	DAILY 2001-02	9	99	6/11/2001
1985L0611 003.001.0	DAILY/2000	11	176	11/12/2001
1985R2220 001.001.0	AGRI - 00/01	11	77	25/09/2001
1985R2220 002.001.0	AGRI - 00/01	11	77	9/10/2001
1985R3143 001.001.0	AGRI - 00/01	9	54	2/10/2001
1985R3143 002.001.0	AGRI - 00/01	9	54	16/10/2001

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1985R3472 001.001.0	AGRI - 00/01	11	55	4/09/2001
1985R3472 002.001.0	AGRI - 00/01	11	55	18/09/2001
1985R3472 003.001.0	AGRI - 00/01	11	55	2/10/2001
1985R3821 003.001.0	BDC 2000/012;OPC 2000	11	154	25/09/2001
1985R3821 004.001.0	BDC 2000/012;OPC 2000	11	154	9/10/2001
1985R3821 005.001.0	BDC 2000/012;OPC 2000	11	154	30/10/2001
1985R3821 006.001.0	BDC 2000/012;OPC 2000	11	154	6/11/2001
1986L0280 001.001.0	BDC 2000/012;OPC 2000	9	108	25/09/2001
1986L0280 001.002.0	BDC 2000/012;OPC 2000	9	108	9/10/2001
1986L0362 002.001.0	BDC 2000/012;OPC 2000	11	66	25/09/2001
1986L0362 003.001.0	BDC 2000/012;OPC 2000	11	66	9/10/2001
1986L0362 004.001.0	BDC 2000/012;OPC 2000	11	66	16/10/2001
1986L0362 005.001.0	BDC 2000/012;OPC 2000	11	66	23/10/2001
1986L0362 006.001.0	BDC 2000/012;OPC 2000	11	66	30/10/2001
1986L0362 007.001.0	BDC 2000/012;OPC 2000	11	66	6/11/2001
1986L0362 008.001.0	BDC 2000/012;OPC 2000	11	66	13/11/2001
1986L0362 009.001.0	BDC 2000/012;OPC 2000	11	66	20/11/2001
1986L0362 010.001.0	BDC 2000/012;OPC 2000	11	66	27/11/2001
1986L0362 011.001.0	BDC 2000/012;OPC 2000	11	66	4/12/2001
1986L0362 012.001.0	BDC 2000/012;OPC 2000	11	66	11/12/2001
1986L0362 013.001.0	BDC 2000/012;OPC 2000	11	66	18/12/2001
1986L0362 014.001.0	BDC 2000/012;OPC 2000	11	66	8/01/2002
1986L0362 015.001.0	BDC 2000/012;OPC 2000	11	66	15/01/2002
1986L0362 016.001.0	BDC 2000/012;OPC 2000	11	66	22/01/2002
1986L0362 017.001.0	BDC 2000/012;OPC 2000	11	66	29/01/2002
1986L0362 018.001.0	BDC 2000/012;OPC 2000	11	66	5/02/2002
1986L0362 019.001.0	DAILY 2001-02	11	66	12/02/2002
1986L0362 020.001.0	DAILY 2001-02	11	66	19/02/2002
1986L0362 021.001.0	DAILY 2001-02	11	66	26/02/2002
1986L0363 002.001.0	BDC 2000/012;OPC 2000	11	55	25/09/2001
1986L0363 003.001.0	BDC 2000/012;OPC 2000	11	55	9/10/2001
1986L0363 004.001.0	BDC 2000/012;OPC 2000	11	55	16/10/2001
1986L0363 005.001.0	BDC 2000/012;OPC 2000	11	55	23/10/2001
1986L0363 006.001.0	BDC 2000/012;OPC 2000	11	55	30/10/2001
1986L0363 007.001.0	BDC 2000/012;OPC 2000	11	55	6/11/2001
1986L0363 008.001.0	BDC 2000/012;OPC 2000	11	55	13/11/2001
1986L0363 009.001.0	BDC 2000/012;OPC 2000	11	55	20/11/2001
1986L0363 010.001.0	BDC 2000/012;OPC 2000	11	55	27/11/2001
1986L0363 011.001.0	BDC 2000/012;OPC 2000	11	55	4/12/2001
1986L0363 012.001.0	BDC 2000/012;OPC 2000	11	55	11/12/2001
1986L0363 013.001.0	BDC 2000/012;OPC 2000	11	55	18/12/2001
1986L0363 014.001.0	BDC 2000/012;OPC 2000	11	55	8/01/2002
1986L0363 015.001.0	DAILY 2001-02	11	55	15/01/2002
1986L0363 016.001.0	DAILY 2001-02	11	55	22/01/2002
1986R1010 001.001.0	AGRI - 00/01	9	36	4/09/2001
1986R1481 001.001.0	AGRI - 00/01	11	99	11/09/2001
1986R1481 002.001.0	AGRI - 00/01	11	99	25/09/2001
1986R1481 003.001.0	AGRI - 00/01	11	99	9/10/2001
1986R3528 001.001.0	AGRI - 00/01	11	33	18/09/2001
1986R3528 002.001.0	AGRI - 00/01	11	33	25/09/2001
1986R3528 003.001.0	AGRI - 00/01	11	33	9/10/2001
1986R3528 004.001.0	DAILY 2001-02	11	33	6/11/2001
1987D0293 001.001.0	AGRI - 00/01	9	18	11/09/2001
1987D0293 002.001.0	AGRI - 00/01	9	18	2/10/2001
1987L0018 001.001.0	BDC 2000/012;OPC 2000	11	22	18/09/2001
1987L0217 001.001.0	BDC 2000/012;OPC 2000	9	54	9/10/2001
1987L0217 002.001.0	BDC 2000/012;OPC 2000	9	54	16/10/2001
1987R1591 001.001.0	DAILY 2001-02	11	187	20/11/2001
1987R1591 002.001.0	DAILY 2001-02	11	187	4/12/2001
1987R1898 002.001.0	AGRI - 00/01	11	33	16/10/2001
1987R3846 001.001.0	AGRI - 00/01	11	682	16/10/2001
1987R3846 002.001.0	AGRI - 00/01	11	682	30/10/2001
1988L0077 001.001.0	BDC 2000/012;OPC 2000	9	261	25/09/2001
1988L0077 002.001.0	BDC 2000/012;OPC 2000	9	261	9/10/2001

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1988L0077	003.001.0	BDC 2000/012;OPC 2000	9	261	23/10/2001
1988L0609	002.001.0	BDC 2000/012;OPC 2000	11	143	11/09/2001
1988L0609	003.001.0	BDC 2000/012;OPC 2000	11	143	25/09/2001
1988R0079	002.001.0	AGRI - 00/01	11	99	9/10/2001
1988R0079	003.001.0	AGRI - 00/01	11	99	16/10/2001
1988R0079	004.001.0	AGRI - 00/01	11	99	23/10/2001
1988R0079	005.001.0	AGRI - 00/01	11	99	30/10/2001
1988R0411	001.001.0	AGRI - 00/01	11	33	4/09/2001
1988R0571	001.001.0	AGRI - 00/01	11	154	25/09/2001
1988R0571	002.001.0	AGRI - 00/01	11	154	16/10/2001
1988R1609	001.001.0	AGRI - 00/01	11	11	30/10/2001
1988R1956	002.001.0	BDC 2000/012;OPC 2000	11	198	2/10/2001
1988R1956	003.001.0	BDC 2000/012;OPC 2000	11	198	23/10/2001
1988Y0309	001.001.0	BDC 2000/007;DAILY	11	22	30/10/2001
1989L0048	001.001.0	DAILY 2001-02	11	88	27/11/2001
1989L0173	002.001.0	BDC 2000/012;OPC 2000	11	1309	9/10/2001
1989L0173	003.001.0	BDC 2000/012;OPC 2000	11	1309	30/10/2001
1989L0655	002.001.0	DAILY 2001-02	11	55	13/11/2001
1989L0662	004.001.0	BDC 2000/012;OPC 2000	11	110	25/09/2001
1989L0662	005.001.0	BDC 2000/012;OPC 2000	11	110	2/10/2001
1989L0662	006.001.0	BDC 2000/012;OPC 2000	11	110	9/10/2001
1989L0662	007.001.0	BDC 2000/012;OPC 2000	11	110	16/10/2001
1989L0662	008.001.0	BDC 2000/012;OPC 2000	11	110	23/10/2001
1989L0662	009.001.0	BDC 2000/012;OPC 2000	11	110	30/10/2001
1989L0662	010.001.0	BDC 2000/012;OPC 2000	11	110	6/11/2001
1989L0662	011.001.0	BDC 2000/012;OPC 2000	11	110	13/11/2001
1989R0790	001.001.0	AGRI - 00/01	11	11	2/10/2001
1989R0790	002.001.0	AGRI - 00/01	11	11	16/10/2001
1989R0920	001.001.0	AGRI - 00/01	11	231	2/10/2001
1989R0920	002.001.0	AGRI - 00/01	11	231	9/10/2001
1989R0920	003.001.0	AGRI - 00/01	11	231	16/10/2001
1989R0920	004.001.0	AGRI - 00/01	11	231	23/10/2001
1989R1201	001.001.0	AGRI - 00/01	11	88	18/09/2001
1989R1201	002.001.0	AGRI - 00/01	11	88	2/10/2001
1989R1615	002.001.0	AGRI - 00/01	11	22	25/09/2001
1989R2123	001.001.0	DAILY/2000	11	22	13/11/2001
1989R2123	002.001.0	DAILY/2000	11	22	27/11/2001
1989R3906	006.001.0	BDC 2000/012;OPC 2000	11	22	25/09/2001
1989R3906	007.001.0	BDC 2000/012;OPC 2000	11	22	2/10/2001
1989R3906	008.001.0	BDC 2000/012;OPC 2000	11	22	9/10/2001
1989R3906	009.001.0	BDC 2000/012;OPC 2000	11	22	16/10/2001
1989R4064	001.001.0	BDC 2000/012;OPC 2000	11	132	9/10/2001
1989R4064	002.001.0	BDC 2000/012;OPC 2000	11	132	23/10/2001
1990L0128	002.002.0	DAILY/2000	1	22	6/11/2001
1990L0388	003.001.0	BDC 2000/012;OPC 2000	11	77	2/10/2001
1990L0388	004.001.0	BDC 2000/012;OPC 2000	11	77	30/10/2001
1990L0388	005.001.0	BDC 2000/012;OPC 2000	11	77	13/11/2001
1990L0394	001.001.0	BDC 2000/012;OPC 2000	11	77	11/09/2001
1990L0394	001.002.0	BDC 2000/012;OPC 2000	1	7	25/09/2001
1990L0394	002.001.0	BDC 2000/012;OPC 2000	11	77	9/10/2001
1990L0539	004.001.0	BDC 2000/012;OPC 2000	11	253	4/09/2001
1990L0539	005.001.0	BDC 2000/012;OPC 2000	11	253	18/09/2001
1990L0539	006.001.0	BDC 2000/012;OPC 2000	11	253	2/10/2001
1990L0539	007.001.0	BDC 2000/012;OPC 2000	11	253	16/10/2001
1990L0539	008.001.0	BDC 2000/012;OPC 2000	11	253	30/10/2001
1990L0547	002.001.0	BDC 2000/012;OPC 2000	11	44	25/09/2001
1990L0547	003.001.0	BDC 2000/012;OPC 2000	11	44	9/10/2001
1990L0547	004.001.0	BDC 2000/012;OPC 2000	11	44	23/10/2001
1990L0642	002.001.0	BDC 2000/012;OPC 2000	11	99	11/09/2001
1990L0642	003.001.0	BDC 2000/012;OPC 2000	11	99	25/09/2001
1990L0642	004.001.0	BDC 2000/012;OPC 2000	11	99	2/10/2001
1990L0642	005.001.0	BDC 2000/012;OPC 2000	11	99	9/10/2001
1990L0642	006.001.0	BDC 2000/012;OPC 2000	11	99	16/10/2001
1990L0642	007.001.0	BDC 2000/012;OPC 2000	11	99	23/10/2001

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1990L0642 008.001.0	BDC 2000/012;OPC 2000	11	99	30/10/2001
1990L0642 009.001.0	BDC 2000/012;OPC 2000	11	99	6/11/2001
1990L0642 010.001.0	BDC 2000/012;OPC 2000	11	99	13/11/2001
1990L0642 011.001.0	BDC 2000/012;OPC 2000	11	99	20/11/2001
1990L0642 012.001.0	BDC 2000/012;OPC 2000	11	99	27/11/2001
1990L0642 013.001.0	BDC 2000/012;OPC 2000	11	99	4/12/2001
1990L0642 014.001.0	BDC 2000/012;OPC 2000	11	99	11/12/2001
1990L0642 015.001.0	BDC 2000/012;OPC 2000	11	99	18/12/2001
1990L0642 016.001.0	BDC 2000/012;OPC 2000	11	99	8/01/2002
1990L0642 017.001.0	DAILY 2001-01	11	99	15/01/2002
1990L0642 018.001.0	DAILY 2001-02	11	99	22/01/2002
1990L0642 019.001.0	DAILY 2001-02	11	99	29/01/2002
1990L0642 020.001.0	DAILY 2001-02	11	99	5/02/2002
1990R0429 001.001.0	AGRI - 00/01	9	63	4/09/2001
1990R0429 002.001.0	AGRI - 00/01	9	63	18/09/2001
1990R0837 002.001.0	AGRI - 00/01	11	66	9/10/2001
1990R0837 003.001.0	AGRI - 00/01	11	66	30/10/2001
1990R1360 003.001.0	DAILY/2000	11	55	13/11/2001
1990R1907 003.001.0	AGRI - 00/01	11	77	25/09/2001
1990R1907 004.001.0	AGRI - 00/01	11	77	16/10/2001
1990R1907 005.001.0	AGRI - 00/01	11	77	30/10/2001
1990R2742 003.001.0	AGRI - 00/01	11	22	25/09/2001
1990R2742 004.001.0	AGRI - 00/01	11	22	9/10/2001
1990R2742 005.001.0	AGRI - 00/01	11	22	23/10/2001
1990R2921 006.001.0	BDC 2000/007;OPC 2000	11	66	11/09/2001
1990R2921 007.001.0	BDC 2000/007;OPC 2000	11	66	18/09/2001
1990R2921 008.001.0	BDC 2000/007;OPC 2000	11	66	9/10/2001
1990R2921 009.001.0	BDC 2000/007;OPC 2000	11	66	16/10/2001
1990R2921 010.001.0	BDC 2000/007;OPC 2000	11	66	23/10/2001
1990R2921 011.001.0	BDC 2000/007;OPC 2000	11	66	30/10/2001
1990R2921 012.001.0	BDC 2000/007;OPC 2000	11	66	6/11/2001
1990R2921 013.001.0	DAILY 2001-01	11	66	13/11/2001
1990R2921 014.001.0	DAILY 2001-02	11	66	20/11/2001
1990R3493 001.001.0	DAILY/2000	9	18	6/11/2001
1990R3493 002.001.0	DAILY/2000	9	18	20/11/2001
1990R3677 004.001.0	DAILY 2001-02	11	55	13/11/2001
1990Y0104 001.001.0	AGRI - 00/01	9	36	23/10/2001
1991D0140 001.001.0	BDC 2000/009;OPC 99;OPC 2000	9	306	16/10/2001
1991D0423 001.001.0	BDC 2000/009;OPC 99;OPC 2000	11	88	16/10/2001
1991D0424 000.001.0	BDC 2000/009;OPC 99;OPC 2000	11	132	16/10/2001
1991D0424 001.001.0	BDC 2000/009;OPC 99;OPC 2000	11	132	30/10/2001
1991D0425 001.001.0	BDC 2000/009;OPC 99;OPC 2000	11	77	23/10/2001
1991L0068 002.001.0	BDC 2000/012;OPC 2000	11	198	11/09/2001
1991L0068 003.001.0	DAILY 2001-01	11	198	6/11/2001
1991L0296 002.001.0	BDC 2000/012;OPC 2000	11	44	4/09/2001
1991L0296 003.001.0	BDC 2000/012;OPC 2000	11	44	18/09/2001
1991L0439 001.001.0	BDC 2000/012;OPC 2000	11	264	11/09/2001
1991L0439 002.001.0	BDC 2000/012;OPC 2000	11	264	25/09/2001
1991L0439 003.001.0	BDC 2000/012;OPC 2000	11	264	9/10/2001
1991L0439 004.001.0	BDC 2000/012;OPC 2000	11	264	23/10/2001
1991L0494 003.001.0	BDC 2000/012;OPC 2000	11	66	16/10/2001
1991L0628 002.001.0	BDC 2000/012;OPC 2000	9	99	4/09/2001
1991L0628 003.001.0	BDC 2000/012;OPC 2000	9	99	25/09/2001
1991R1274 002.001.0	AGRI - 00/01	11	154	18/09/2001
1991R1274 003.001.0	AGRI - 00/01	11	154	25/09/2001
1991R1274 004.001.0	AGRI - 00/01	11	154	2/10/2001
1991R1274 005.001.0	AGRI - 00/01	11	154	9/10/2001
1991R1274 006.001.0	AGRI - 00/01	11	154	16/10/2001
1991R1274 007.001.0	AGRI - 00/01	11	154	23/10/2001
1991R1274 008.001.0	AGRI - 00/01	11	154	23/10/2001
1991R1274 009.001.0	AGRI - 00/01	11	154	30/10/2001
1991R1274 010.001.0	AGRI - 00/01	11	154	30/10/2001
1991R1538 001.001.0	AGRI - 00/01	11	132	18/09/2001
1991R1538 002.001.0	AGRI - 00/01	11	132	9/10/2001

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1991R1538 003.001.0	AGRI - 00/01	11	132	30/10/2001
1991R2092 004.001.0	AGRI - 00/01	11	165	28/08/2001
1991R2092 005.001.0	AGRI - 00/01	11	165	18/09/2001
1991R2092 006.001.0	AGRI - 00/01	11	165	25/09/2001
1991R2092 007.001.0	AGRI - 00/01	11	165	2/10/2001
1991R2092 008.001.0	AGRI - 00/01	11	165	9/10/2001
1991R2092 009.001.0	AGRI - 00/01	11	165	16/10/2001
1991R2092 010.001.0	AGRI - 00/01	11	165	23/10/2001
1991R2092 011.001.0	DAILY 2001-01	11	165	6/11/2001
1991R2385 001.001.0	AGRI - 00/01	11	88	11/09/2001
1991R2385 002.001.0	AGRI - 00/01	11	88	25/09/2001
1991R3330 001.001.0	BDC 2000/012;OPC 2000	11	110	18/09/2001
1991R3330 002.001.0	BDC 2000/012;OPC 2000	11	110	2/10/2001
1991R3922 001.001.0	BDC 2000/012;OPC 2000	11	55	4/09/2001
1991R3922 002.001.0	BDC 2000/012;OPC 2000	11	55	18/09/2001
1991R3922 003.001.0	BDC 2000/012;OPC 2000	11	55	2/10/2001
1992D0167 002.001.0	BDC 2000/012;OPC 2000	11	33	16/10/2001
1992D0460 003.001.0	BDC 2000/012;OPC 2000	11	187	2/10/2001
1992D0460 004.001.0	BDC 2000/012;OPC 2000	11	187	23/10/2001
1992D0469 001.001.0	AGRI - 00/01	9	36	18/09/2001
1992D0469 002.001.0	AGRI - 00/01	11	44	2/10/2001
1992L0012 002.001.0	DAILY/2000	11	143	20/11/2001
1992L0012 003.001.0	DAILY/2000	11	143	4/12/2001
1992L0014 002.001.0	BDC 2000/012;OPC 2000	11	77	4/09/2001
1992L0014 003.001.0	BDC 2000/012;OPC 2000	11	77	18/09/2001
1992L0044 002.001.0	BDC 2000/012;OPC 2000	11	110	11/09/2001
1992L0044 003.001.0	BDC 2000/012;OPC 2000	11	110	25/09/2001
1992L0049 002.001.0	DAILY/2000	11	253	4/12/2001
1992L0051 001.001.0	BDC 2000/012;OPC 2000	9	189	4/09/2001
1992L0051 002.001.0	BDC 2000/012;OPC 2000	9	189	18/09/2001
1992L0051 003.001.0	BDC 2000/012;OPC 2000	9	189	2/10/2001
1992L0051 004.001.0	BDC 2000/012;OPC 2000	9	189	16/10/2001
1992L0051 005.001.0	BDC 2000/012;OPC 2000	9	189	30/10/2001
1992L0051 006.001.0	DAILY 2001-02	9	189	20/11/2001
1992L0061 001.001.0	BDC 2000/012;OPC 2000	11	330	18/09/2001
1992L0061 002.001.0	BDC 2000/012;OPC 2000	11	330	16/10/2001
1992L0096 003.001.0	DAILY/2000	11	297	4/12/2001
1992L0100 002.001.0	DAILY 2001-02	9	54	11/12/2001
1992L0109 001.002.0	DAILY/2000	1	7	27/11/2001
1992L0109 002.001.0	DAILY/2000	11	77	11/12/2001
1992L0117 001.001.0	BDC 2000/012;OPC 2000	11	121	11/09/2001
1992L0117 002.001.0	BDC 2000/012;OPC 2000	11	121	25/09/2001
1992L0117 003.001.0	BDC 2000/012;OPC 2000	11	121	9/10/2001
1992R0094 003.001.0	AGRI - 00/01	11	22	11/09/2001
1992R0094 004.001.0	AGRI - 00/01	11	22	25/09/2001
1992R0094 005.001.0	AGRI - 00/01	11	22	16/10/2001
1992R0094 006.001.0	AGRI - 00/01	11	22	23/10/2001
1992R0094 007.001.0	AGRI - 00/01	11	22	30/10/2001
1992R0388 005.002.0	DAILY 2001-02	11	33	20/11/2001
1992R0684 002.001.0	DAILY/2000	11	99	18/12/2001
1992R1725 001.001.0	AGRI - 00/01	9	36	18/09/2001
1992R1725 002.001.0	AGRI - 00/01	11	44	2/10/2001
1992R1725 003.001.0	DAILY 2001-01	11	44	6/11/2001
1992R1725 004.001.0	DAILY 2001-02	11	44	20/11/2001
1992R1726 004.001.0	AGRI - 00/01	9	18	23/10/2001
1992R1726 005.001.0	DAILY 2001-02	9	18	20/11/2001
1992R1766 004.001.0	AGRI - 00/01	11	209	18/09/2001
1992R1766 005.001.0	AGRI - 00/01	11	209	9/10/2001
1992R1766 006.001.0	AGRI - 00/01	11	209	16/10/2001
1992R1766 007.001.0	AGRI - 00/01	11	209	23/10/2001
1992R1766 008.001.0	AGRI - 00/01	11	209	23/10/2001
1992R1766 009.001.0	AGRI - 00/01	11	209	30/10/2001
1992R1766 010.001.0	AGRI - 00/01	11	209	30/10/2001
1992R1913 002.001.0	DAILY 2001-02	11	44	20/11/2001

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1992R2075 002.001.0	AGRI - 00/01	11	77	4/09/2001
1992R2075 003.001.0	AGRI - 00/01	11	77	11/09/2001
1992R2075 004.001.0	AGRI - 00/01	11	77	25/09/2001
1992R2075 005.001.0	AGRI - 00/01	11	77	2/10/2001
1992R2075 006.001.0	AGRI - 00/01	11	77	9/10/2001
1992R2075 007.001.0	AGRI - 00/01	11	77	16/10/2001
1992R2075 008.001.0	AGRI - 00/01	11	77	23/10/2001
1992R2081 001.001.0	DAILY/2000	11	88	6/11/2001
1992R2081 002.001.0	DAILY/2000	11	88	27/11/2001
1992R2082 001.001.0	AGRI - 00/01	11	66	4/09/2001
1992R2082 001.002.0	AGRI - 00/01	1	6	18/09/2001
1992R2158 002.001.0	DAILY 2001-02	11	55	27/11/2001
1992R2168 006.001.0	AGRI - 00/01	11	33	28/08/2001
1992R2168 007.001.0	AGRI - 00/01	11	33	4/09/2001
1992R2168 008.001.0	AGRI - 00/01	11	33	11/09/2001
1992R2168 009.001.0	AGRI - 00/01	11	33	18/09/2001
1992R2168 010.001.0	AGRI - 00/01	11	33	25/09/2001
1992R2168 011.001.0	AGRI - 00/01	11	33	2/10/2001
1992R2168 012.001.0	AGRI - 00/01	11	33	16/10/2001
1992R2168 013.001.0	AGRI - 00/01	11	33	23/10/2001
1992R2168 014.001.0	AGRI - 00/01	11	33	30/10/2001
1992R2168 015.001.0	DAILY 2001-02	11	33	6/11/2001
1992R2174 003.001.0	DAILY/2000	11	33	27/11/2001
1992R2177 008.001.0	AGRI - 00/01	11	44	11/09/2001
1992R2177 009.001.0	AGRI - 00/01	11	44	18/09/2001
1992R2177 010.001.0	AGRI - 00/01	11	44	2/10/2001
1992R2177 011.001.0	AGRI - 00/01	11	44	16/10/2001
1992R2177 012.001.0	AGRI - 00/01	11	44	23/10/2001
1992R2177 013.001.0	AGRI - 00/01	11	44	30/10/2001
1992R2179 003.001.0	AGRI - 00/01	11	33	18/09/2001
1992R2179 004.001.0	AGRI - 00/01	11	33	25/09/2001
1992R2179 005.001.0	AGRI - 00/01	11	33	2/10/2001
1992R2179 006.001.0	AGRI - 00/01	11	33	16/10/2001
1992R2179 007.001.0	AGRI - 00/01	11	33	23/10/2001
1992R2179 008.001.0	AGRI - 00/01	11	33	30/10/2001
1992R2179 009.001.0	DAILY 2001-02	11	33	6/11/2001
1992R2219 002.001.0	DAILY 2001-02	9	45	11/12/2001
1992R2224 001.001.0	AGRI - 00/01	11	22	25/09/2001
1992R2224 002.001.0	AGRI - 00/01	11	22	9/10/2001
1992R2224 003.001.0	DAILY 2001-02	11	22	6/11/2001
1992R2225 007.001.0	AGRI - 00/01	11	22	25/09/2001
1992R2225 008.001.0	AGRI - 00/01	11	22	2/10/2001
1992R2225 009.001.0	DAILY 2001-02	11	22	6/11/2001
1992R2342 003.001.0	AGRI - 00/01	11	22	18/09/2001
1992R2455 002.001.0	BDC 2000/012; OPC 2000	11	110	25/09/2001
1992R2455 003.001.0	BDC 2000/012; OPC 2000	11	110	9/10/2001
1992R2455 004.001.0	BDC 2000/012; OPC 2000	11	110	23/10/2001
1992R2455 005.001.0	BDC 2000/012; OPC 2000	11	110	30/10/2001
1992R2913 002.001.0	BDC 2000/012; OPC 2000	11	550	16/10/2001
1992R2989 001.001.0	DAILY 2001-01	11	22	27/11/2001
1992R2999 001.001.0	AGRI - 00/01	9	27	25/09/2001
1992R2999 002.001.0	AGRI - 00/01	9	27	9/10/2001
1992R2999 003.001.0	DAILY 2001-02	9	27	6/11/2001
1992R3002 003.001.0	BDC 2000/012; DAILY	11	110	2/10/2001
1992R3002 004.001.0	BDC 2000/012; DAILY	11	110	6/11/2001
1992R3149 001.001.0	AGRI - 00/01	9	54	18/09/2001
1992R3149 002.001.0	AGRI - 00/01	9	54	9/10/2001
1992R3149 003.001.0	DAILY 2001-02	9	54	6/11/2001
1992R3233 003.001.0	AGRI - 00/01	11	55	30/10/2001
1992R3567 001.001.0	AGRI - 00/01	11	66	25/09/2001
1992R3567 002.001.0	AGRI - 00/01	11	66	23/10/2001
1992R3621 001.001.0	DAILY 2001-02	9	18	27/11/2001
1992R3769 001.001.0	BDC 2000/012; OPC 2000	11	143	9/10/2001
1992R3769 002.001.0	BDC 2000/012; OPC 2000	11	143	23/10/2001

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1992R3769 003.001.0	BDC 2000/012;OPC 2000	11	143	6/11/2001
1992R3769 004.001.0	DAILY 2001-02	11	143	11/12/2001
1992R3887 005.001.0	BDC 2000/001;DAILY	11	110	9/10/2001
1992R3887 006.001.0	BDC 2000/001;DAILY	11	110	30/10/2001
1992R3911 000.002.0	BDC 2000/012;DAILY	2	10	25/09/2001
1992R3911 001.001.0	BDC 2000/012;DAILY	11	55	30/10/2001
1992R3911 002.001.0	DAILY 2001-01	11	55	27/11/2001
1992R3950 002.001.0	AGRI - 00/01	11	55	28/08/2001
1992R3950 003.001.0	AGRI - 00/01	11	55	4/09/2001
1992R3950 004.001.0	AGRI - 00/01	11	55	18/09/2001
1992R3950 005.001.0	AGRI - 00/01	11	55	25/09/2001
1992R3950 006.001.0	AGRI - 00/01	11	55	25/09/2001
1992R3950 007.001.0	AGRI - 00/01	11	55	2/10/2001
1992R3950 008.001.0	AGRI - 00/01	11	55	16/10/2001
1992R3950 009.001.0	AGRI - 00/01	11	55	23/10/2001
1992R3950 010.001.0	AGRI - 00/01	11	55	30/10/2001
1992R3950 011.001.0	AGRI - 00/01	11	55	30/10/2001
1992R3950 012.001.0	DAILY 2001-01	11	55	6/11/2001
1993D0452 003.001.0	DAILY/2000	9	27	27/11/2001
1993L0007 002.001.0	DAILY 2001-02	11	66	27/11/2001
1993L0016 003.001.0	BDC 2000/012;OPC 2000	11	264	2/10/2001
1993L0016 004.001.0	BDC 2000/012;OPC 2000	11	264	16/10/2001
1993L0016 005.001.0	BDC 2000/012;OPC 2000	11	264	30/10/2001
1993L0016 006.001.0	DAILY 2001-02	11	264	27/11/2001
1993L0029 001.001.0	BDC 2000/012;OPC 2000	11	110	2/10/2001
1993L0031 001.001.0	BDC 2000/012;OPC 2000	11	99	30/10/2001
1993L0037 001.001.0	BDC 2000/012;OPC 2000	9	270	16/10/2001
1993L0037 002.001.0	BDC 2000/012;OPC 2000	9	270	13/11/2001
1993L0068 001.001.0	BDC 2000/012;OPC 2000	11	242	2/10/2001
1993L0068 002.001.0	BDC 2000/012;OPC 2000	11	242	16/10/2001
1993L0075 002.001.0	BDC 2000/012;OPC 2000	11	99	9/10/2001
1993L0075 003.001.0	BDC 2000/012;OPC 2000	11	99	23/10/2001
1993L0075 004.001.0	BDC 2000/012;OPC 2000	11	99	13/11/2001
1993L0098 001.001.0	DAILY 2001-02	11	55	11/12/2001
1993L0104 001.002.0	BDC 2000/007;DAILY	2	16	11/09/2001
1993R0207 001.001.0	AGRI - 00/01	11	66	11/09/2001
1993R0207 002.001.0	AGRI - 00/01	11	66	2/10/2001
1993R0259 001.001.0	BDC 2000/012;OPC 2000	11	308	18/09/2001
1993R0259 002.001.0	BDC 2000/012;OPC 2000	11	308	25/09/2001
1993R0259 003.001.0	BDC 2000/012;OPC 2000	11	308	9/10/2001
1993R0259 004.001.0	BDC 2000/012;OPC 2000	11	308	16/10/2001
1993R0259 005.001.0	BDC 2000/012;OPC 2000	11	308	23/10/2001
1993R0259 006.001.0	BDC 2000/012;OPC 2000	11	308	30/10/2001
1993R0536 002.001.0	AGRI - 00/01	11	66	25/09/2001
1993R0536 003.001.0	AGRI - 00/01	11	66	2/10/2001
1993R0536 004.001.0	AGRI - 00/01	11	66	9/10/2001
1993R0536 005.001.0	AGRI - 00/01	11	66	16/10/2001
1993R0536 006.001.0	AGRI - 00/01	11	66	23/10/2001
1993R0738 001.001.0	DAILY 2001-01	11	33	4/09/2001
1993R1318 004.001.0	AGRI - 00/01	11	77	11/09/2001
1993R1318 005.001.0	AGRI - 00/01	11	77	18/09/2001
1993R1318 006.001.0	AGRI - 00/01	11	77	25/09/2001
1993R1318 007.001.0	AGRI - 00/01	11	77	2/10/2001
1993R1318 008.001.0	AGRI - 00/01	11	77	9/10/2001
1993R1318 009.001.0	AGRI - 00/01	11	77	16/10/2001
1993R1318 010.001.0	AGRI - 00/01	11	77	23/10/2001
1993R1318 011.001.0	AGRI - 00/01	11	77	23/10/2001
1993R1318 012.001.0	AGRI - 00/01	11	77	30/10/2001
1993R1318 013.001.0	AGRI - 00/01	11	77	30/10/2001
1993R1713 005.001.0	DAILY 2001-02	11	55	27/11/2001
1993R1722 005.001.0	AGRI - 00/01	11	121	23/10/2001
1993R1858 004.001.0	AGRI - 00/01	11	55	25/09/2001
1993R1858 005.001.0	AGRI - 00/01	11	55	9/10/2001
1993R1858 006.001.0	AGRI - 00/01	11	55	16/10/2001

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1993R1858 007.001.0	DAILY 2001-01	11	55	23/10/2001
1993R2131 004.001.0	AGRI - 00/01	11	55	2/10/2001
1993R2273 002.001.0	AGRI - 00/01	11	473	4/09/2001
1993R2273 003.001.0	AGRI - 00/01	11	473	11/09/2001
1993R2273 004.001.0	AGRI - 00/01	11	473	18/09/2001
1993R2273 005.001.0	AGRI - 00/01	11	473	25/09/2001
1993R2273 006.001.0	AGRI - 00/01	11	473	2/10/2001
1993R2273 007.001.0	AGRI - 00/01	11	473	9/10/2001
1993R2273 008.001.0	AGRI - 00/01	11	473	16/10/2001
1993R2273 009.001.0	AGRI - 00/01	11	473	23/10/2001
1993R2454 003.001.0	BDCS CDD;OPC 2000	11	8426	21/08/2001
1993R2454 004.001.0	BDCS CDD;OPC 2000	11	8426	2/10/2001
1993R2552 003.001.0	BDC 2000/012;OPC 2000	11	22	16/10/2001
1993R2700 001.001.0	AGRI - 00/01	11	44	9/10/2001
1993R2700 002.001.0	AGRI - 00/01	11	44	30/10/2001
1993R2847 001.001.0	BDC 2000/012;OPC 2000	11	176	18/09/2001
1993R2847 002.001.0	BDC 2000/012;OPC 2000	11	176	2/10/2001
1993R2847 003.001.0	BDC 2000/012;OPC 2000	11	176	16/10/2001
1993R2847 004.001.0	BDC 2000/012;OPC 2000	11	176	30/10/2001
1993R3418 003.001.0	BDC 2000/012;OPC 2000	11	264	9/10/2001
1993R3418 004.001.0	BDC 2000/012;OPC 2000	11	264	30/10/2001
1993R3448 001.001.0	DAILY/2000	11	154	27/11/2001
1993R3448 002.001.0	DAILY/2000	11	154	11/12/2001
1994D0085 001.001.0	BDC 2000/012;OPC 2000	11	22	11/09/2001
1994D0085 002.001.0	BDC 2000/012;OPC 2000	11	22	25/09/2001
1994D0085 003.001.0	BDC 2000/012;OPC 2000	11	22	9/10/2001
1994D0187 003.001.0	BDC 2000/012;OPC 2000	11	33	2/10/2001
1994D0187 004.001.0	BDC 2000/012;OPC 2000	11	33	23/10/2001
1994D0187 005.001.0	BDC 2000/012;OPC 2000	11	33	6/11/2001
1994D0278 001.001.0	BDC 2000/012;OPC 2000	11	66	4/09/2001
1994D0278 002.001.0	BDC 2000/012;OPC 2000	11	66	18/09/2001
1994D0278 003.001.0	BDC 2000/012;OPC 2000	11	66	2/10/2001
1994D0278 004.001.0	BDC 2000/012;OPC 2000	11	66	16/10/2001
1994D0278 005.001.0	BDC 2000/012;OPC 2000	11	66	30/10/2001
1994D0325 003.001.0	BDC 2000/012;OPC 2000	11	77	25/09/2001
1994D0325 004.001.0	BDC 2000/012;OPC 2000	11	77	9/10/2001
1994D0432 001.001.0	AGRI - 00/01	11	55	11/09/2001
1994D0432 002.001.0	AGRI - 00/01	11	55	9/10/2001
1994D0652 001.001.0	BDC 2000/012;SANCO	11	33	11/09/2001
1994D0777 003.001.0	BDC 2000/012;OPC 2000	11	55	30/10/2001
1994N0000 000.001.0	BDC 2000/009;OPC 99	11	341	23/10/2001
1994R0517 002.001.0	BDC 2000/012;OPC 2000	11	825	9/10/2001
1994R0517 003.001.0	BDC 2000/012;OPC 2000	11	825	16/10/2001
1994R0517 004.001.0	BDC 2000/012;OPC 2000	11	825	30/10/2001
1994R0517 005.001.0	BDC 2000/012;OPC 2000	11	825	6/11/2001
1994R0517 006.001.0	BDC 2000/012;OPC 2000	11	825	13/11/2001
1994R0517 007.001.0	BDC 2000/012;OPC 2000	11	825	20/11/2001
1994R0517 008.001.0	BDC 2000/012;OPC 2000	11	825	27/11/2001
1994R0517 009.001.0	BDC 2000/012;OPC 2000	11	825	4/12/2001
1994R0517 010.001.0	BDC 2000/012;OPC 2000	11	825	11/12/2001
1994R0517 011.001.0	BDC 2000/012;OPC 2000	11	825	18/12/2001
1994R0517 012.001.0	BDC 2000/012;OPC 2000	11	825	8/01/2002
1994R0517 013.001.0	BDC 2000/012;OPC 2000	11	825	15/01/2002
1994R0517 014.001.0	BDC 2000/012;OPC 2000	11	825	22/01/2002
1994R0517 015.001.0	BDC 2000/012;OPC 2000	11	825	29/01/2002
1994R1091 001.001.0	AGRI - 00/01	11	484	25/09/2001
1994R1091 002.001.0	AGRI - 00/01	11	484	2/10/2001
1994R1091 003.001.0	AGRI - 00/01	11	484	9/10/2001
1994R1091 004.001.0	AGRI - 00/01	11	484	16/10/2001
1994R1431 001.001.0	AGRI - 00/01	11	55	11/09/2001
1994R1431 002.001.0	AGRI - 00/01	11	55	9/10/2001
1994R1431 003.001.0	DAILY 2001-01	11	55	6/11/2001
1994R1432 001.001.0	AGRI - 00/01	11	44	11/09/2001
1994R1432 002.001.0	AGRI - 00/01	11	44	25/09/2001

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1994R1432 003.001.0	AGRI - 00/01	11	44	9/10/2001
1994R1626 001.001.0	BDC 2000/012;OPC 2000	11	66	2/10/2001
1994R1626 002.001.0	BDC 2000/012;OPC 2000	11	66	9/10/2001
1994R1626 003.001.0	BDC 2000/012;OPC 2000	11	66	16/10/2001
1994R1626 004.001.0	BDC 2000/012;OPC 2000	11	66	23/10/2001
1994R1626 005.001.0	BDC 2000/012;OPC 2000	11	66	30/10/2001
1994R2659 005.001.0	DAILY 2001-01	11	33	27/11/2001
1994R2790 001.001.0	AGRI - 00/01	11	110	25/09/2001
1994R2790 002.001.0	AGRI - 00/01	11	110	9/10/2001
1994R3175 004.001.0	AGRI - 00/01	11	22	25/09/2001
1994R3175 005.001.0	AGRI - 00/01	11	22	2/10/2001
1994R3175 006.001.0	AGRI - 00/01	11	22	9/10/2001
1994R3175 007.001.0	AGRI - 00/01	11	22	16/10/2001
1994R3223 001.001.0	AGRI - 00/01	11	44	2/10/2001
1994R3223 002.001.0	AGRI - 00/01	11	44	23/10/2001
1994R3298 003.001.0	BDC 2000/012;OPC 2000	11	187	11/09/2001
1995D0125 004.001.0	DAILY 2001-02	11	22	6/11/2001
1995D0196 001.001.0	DAILY/2000	11	253	27/11/2001
1995D0196 002.001.0	DAILY/2000	11	253	11/12/2001
1995D0408 001.001.0	DAILY/2000	11	44	6/11/2001
1995D0408 002.001.0	DAILY/2000	11	44	27/11/2001
1995D0408 003.001.0	DAILY 2001-01	11	44	11/12/2001
1995L0002 001.001.0	DAILY 2001-01	11	440	27/11/2001
1995L0002 002.001.0	DAILY 2001-01	11	440	11/12/2001
1995L0021 001.001.0	BDC 2000/012;OPC 2000	11	209	16/10/2001
1995L0021 002.001.0	BDC 2000/012;OPC 2000	11	209	30/10/2001
1995L0031 003.001.0	DAILY 2001-02	11	209	27/11/2001
1995L0045 002.001.0	DAILY 2001-02	11	495	11/12/2001
1995L0048 000.002.0	DAILY 2001-01	2	26	6/11/2001
1995L0050 001.001.0	DAILY 2001-02	11	66	27/11/2001
1995R0097 001.001.0	AGRI - 00/01	11	143	18/09/2001
1995R0097 002.001.0	AGRI - 00/01	11	143	9/10/2001
1995R0097 003.001.0	AGRI - 00/01	11	143	30/10/2001
1995R0785 001.001.0	AGRI - 00/01	11	77	25/09/2001
1995R0785 002.001.0	AGRI - 00/01	11	77	9/10/2001
1995R0785 003.001.0	AGRI - 00/01	11	77	30/10/2001
1995R0785 004.001.0	DAILY 2001-02	11	77	27/11/2001
1995R1162 001.001.0	AGRI - 00/01	11	110	25/09/2001
1995R1162 002.001.0	AGRI - 00/01	11	110	9/10/2001
1995R1162 003.001.0	AGRI - 00/01	11	110	16/10/2001
1995R1162 004.001.0	AGRI - 00/01	11	110	23/10/2001
1995R1162 005.001.0	AGRI - 00/01	11	110	30/10/2001
1995R1370 001.001.0	AGRI - 00/01	11	77	2/10/2001
1995R1370 002.001.0	AGRI - 00/01	11	77	9/10/2001
1995R1370 003.001.0	AGRI - 00/01	11	77	16/10/2001
1995R1370 004.001.0	AGRI - 00/01	11	77	23/10/2001
1995R1370 005.001.0	AGRI - 00/01	11	77	30/10/2001
1995R1371 001.001.0	AGRI - 00/01	11	110	18/09/2001
1995R1371 002.001.0	AGRI - 00/01	11	110	9/10/2001
1995R1372 001.001.0	AGRI - 00/01	11	110	2/10/2001
1995R1372 002.001.0	AGRI - 00/01	11	110	9/10/2001
1995R1372 003.001.0	AGRI - 00/01	11	110	16/10/2001
1995R1372 004.001.0	DAILY 2001-02	11	110	6/11/2001
1995R1439 001.001.0	DAILY/2000	11	110	6/11/2001
1995R1439 002.001.0	DAILY/2000	11	110	20/11/2001
1995R1439 003.001.0	DAILY 2001-01	11	110	11/12/2001
1995R1445 001.001.0	AGRI - 00/01	11	110	9/10/2001
1995R1445 002.001.0	AGRI - 00/01	11	110	16/10/2001
1995R1474 001.001.0	AGRI - 00/01	11	66	18/09/2001
1995R1474 002.001.0	AGRI - 00/01	11	66	25/09/2001
1995R1474 003.001.0	AGRI - 00/01	11	66	2/10/2001
1995R1474 004.001.0	DAILY 2001-01	11	66	6/11/2001
1995R1476 001.001.0	DAILY 2001-02	11	22	4/12/2001
1995R1484 001.001.0	AGRI - 00/01	11	55	9/10/2001

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1995R1484 002.001.0	AGRI - 00/01	11	55	23/10/2001
1995R1484 003.001.0	AGRI - 00/01	11	55	30/10/2001
1995R1486 001.001.0	AGRI - 00/01	11	55	25/09/2001
1995R1486 002.001.0	AGRI - 00/01	11	55	2/10/2001
1995R1486 003.001.0	AGRI - 00/01	11	55	9/10/2001
1995R1486 004.001.0	DAILY 2001-01	11	55	6/11/2001
1995R1487 001.001.0	AGRI - 00/01	11	55	2/10/2001
1995R1487 002.001.0	AGRI - 00/01	11	55	16/10/2001
1995R1487 003.001.0	AGRI - 00/01	11	55	23/10/2001
1995R1501 006.001.0	DAILY 2001-01	11	66	27/11/2001
1995R1663 001.001.0	AGRI - 00/01	11	77	25/09/2001
1995R1663 002.001.0	AGRI - 00/01	11	77	9/10/2001
1995R1866 005.001.0	AGRI - 00/01	11	66	23/10/2001
1995R1866 006.001.0	DAILY 2001-01	11	66	6/11/2001
1995R2125 001.001.0	DAILY/2000	11	55	20/11/2001
1995R2125 002.001.0	DAILY/2000	11	55	11/12/2001
1995R2178 001.001.0	BDC 2000/014;OPC 2000	11	308	2/10/2001
1995R2221 001.001.0	AGRI - 00/01	11	66	25/09/2001
1995R2221 002.001.0	AGRI - 00/01	11	66	9/10/2001
1995R2305 001.001.0	AGRI - 00/01	11	55	2/10/2001
1995R2305 002.001.0	AGRI - 00/01	11	55	23/10/2001
1995R2305 003.001.0	AGRI - 00/01	11	55	30/10/2001
1995R2805 001.001.0	AGRI - 00/01	11	44	16/10/2001
1995R2805 002.001.0	AGRI - 00/01	11	44	23/10/2001
1995R2898 002.001.0	AGRI - 00/01	11	55	2/10/2001
1995R2898 003.001.0	AGRI - 00/01	11	55	23/10/2001
1996D0221 001.001.0	DAILY 2001-02	11	22	11/12/2001
1996D0228 001.001.0	AGRI - 00/01	11	110	9/10/2001
1996D0228 003.001.0	AGRI - 00/01	11	110	16/10/2001
1996D0732 001.001.0	DAILY 2001-01	11	2002	11/12/2001
1996D1692 001.001.0	DAILY 2001-02	11	704	4/12/2001
1996E0184 001.001.0	BDC 2000/012;OPC 2000	11	22	25/09/2001
1996E0184 002.001.0	BDC 2000/012;OPC 2000	11	22	9/10/2001
1996E0184 003.001.0	BDC 2000/012;OPC 2000	11	22	23/10/2001
1996L0025 004.001.0	BDC 2000/012;PTC 99;OPC 2000	11	264	9/10/2001
1996L0077 003.001.0	DAILY 2001-01	11	759	11/12/2001
1996L0098 002.001.0	DAILY 2001-02	11	352	4/12/2001
1996R0296 001.001.0	AGRI - 00/01	11	44	2/10/2001
1996R0296 002.001.0	AGRI - 00/01	11	44	9/10/2001
1996R0296 003.001.0	AGRI - 00/01	11	44	30/10/2001
1996R0296 004.001.0	DAILY 2001-01	11	44	27/11/2001
1996R0384 001.001.0	BDC 2000/012;OPC 2000	11	220	25/09/2001
1996R0384 001.002.0	BDC 2000/012;OPC 2000	5	100	9/10/2001
1996R0384 002.001.0	BDC 2000/012;OPC 2000	11	220	23/10/2001
1996R0716 001.001.0	AGRI - 00/01	11	22	25/09/2001
1996R0716 002.001.0	AGRI - 00/01	11	22	9/10/2001
1996R0773 001.001.0	AGRI - 00/01	11	22	18/09/2001
1996R0773 001.002.0	AGRI - 00/01	1	2	2/10/2001
1996R1107 001.001.0	AGRI - 00/01	11	110	18/09/2001
1996R1107 002.001.0	AGRI - 00/01	11	110	2/10/2001
1996R1107 003.001.0	AGRI - 00/01	11	110	16/10/2001
1996R1107 004.001.0	DAILY 2001-02	11	110	20/11/2001
1996R1249 004.001.0	AGRI - 00/01	11	66	2/10/2001
1996R1249 005.001.0	AGRI - 00/01	11	66	16/10/2001
1996R1249 006.001.0	AGRI - 00/01	11	66	23/10/2001
1996R1251 001.001.0	BDC 2000/012;OPC 2000	11	66	18/09/2001
1996R1251 002.001.0	BDC 2000/012;OPC 2000	11	66	2/10/2001
1996R1251 003.001.0	BDC 2000/012;OPC 2000	11	66	16/10/2001
1996R1251 004.001.0	BDC 2000/012;OPC 2000	11	66	30/10/2001
1996R1251 005.001.0	DAILY 2001-01	11	66	20/11/2001
1996R1255 001.001.0	BDC 2000/012;OPC 2000	11	1562	18/09/2001
1996R1255 002.001.0	BDC 2000/012;OPC 2000	11	1562	25/09/2001
1996R1255 003.001.0	BDC 2000/012;OPC 2000	11	1562	2/10/2001
1996R1255 004.001.0	BDC 2000/012;OPC 2000	11	1562	9/10/2001

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1996R1255 005.001.0	BDC 2000/012;OPC 2000	11	1562	23/10/2001
1996R1255 006.001.0	BDC 2000/012;OPC 2000	11	1562	30/10/2001
1996R1255 007.001.0	BDC 2000/012;OPC 2000	11	1562	13/11/2001
1996R1255 008.001.0	BDC 2000/012;OPC 2000	11	1562	27/11/2001
1996R1255 009.001.0	BDC 2000/012;OPC 2000	11	1562	4/12/2001
1996R1255 010.001.0	DAILY 2001-02	11	1562	18/12/2001
1996R1324 004.001.0	AGRI - 00/01	11	22	23/10/2001
1996R1324 005.001.0	DAILY 2001-02	11	22	20/11/2001
1996R1488 001.001.0	BDC 2000/012;OPC 2000	11	99	2/10/2001
1996R1503 003.001.0	AGRI - 00/01	11	55	9/10/2001
1996R1555 009.001.0	DAILY/2000	11	44	20/11/2001
1996R1555 010.001.0	DAILY/2000	11	44	27/11/2001
1996R1555 011.001.0	DAILY 2001-02	11	44	4/12/2001
1996R1555 012.001.0	DAILY 2001-02	11	44	11/12/2001
1996R1555 013.001.0	DAILY 2001-02	11	44	18/12/2001
1996R2160 002.001.0	DAILY 2001-02	11	77	11/12/2001
1996R2190 006.001.0	AGRI - 00/01	11	121	2/10/2001
1996R2190 007.001.0	AGRI - 00/01	11	121	9/10/2001
1996R2200 001.001.0	AGRI - 00/01	11	308	9/10/2001
1996R2200 002.001.0	AGRI - 00/01	11	308	23/10/2001
1996R2201 004.001.0	DAILY 2001-02	11	220	20/11/2001
1996R2223 001.001.0	BDC 2000/012;OPC 2000	11	5159	18/09/2001
1996R2223 002.001.0	BDC 2000/012;OPC 2000	11	5159	23/10/2001
1996R2223 003.001.0	BDC 2000/012;OPC 2000	11	5159	13/11/2001
1996R2223 004.001.0	DAILY 2001-01	11	5159	18/12/2001
1996R2400 001.001.0	AGRI - 00/01	11	22	9/10/2001
1996R2400 002.001.0	AGRI - 00/01	11	22	30/10/2001
1996R2400 003.001.0	DAILY 2001-02	11	22	20/11/2001
1996R2505 003.001.0	BDC 2000/012;OPC 99;OPC 2000	11	99	11/09/2001
1996R2505 004.001.0	BDC 2000/012;OPC 99;OPC 2000	11	99	18/09/2001
1996R2505 005.001.0	BDC 2000/012;OPC 99;OPC 2000	11	99	25/09/2001
1996R2505 006.001.0	BDC 2000/012;OPC 99;OPC 2000	11	99	2/10/2001
1996R2505 007.001.0	BDC 2000/012;OPC 99;OPC 2000	11	99	16/10/2001
1996R2505 008.001.0	BDC 2000/012;OPC 99;OPC 2000	11	99	23/10/2001
1996R2505 009.001.0	BDC 2000/012;OPC 99;OPC 2000	11	99	30/10/2001
1996R2505 010.001.0	BDC 2000/012;OPC 99;OPC 2000	11	99	13/11/2001
1996R2505 011.001.0	DAILY 2001-02	11	99	11/12/2001
1997D0167 001.001.0	DAILY 2001-02	11	33	27/11/2001
1997D0252 007.001.0	BDC 2000/007;DAILY	11	649	2/10/2001
1997D0252 008.001.0	BDC 2000/007;DAILY	11	649	16/10/2001
1997D0252 009.001.0	DAILY 2001-01	11	649	27/11/2001
1997D0533 001.001.0	BDC 2000/009;DAILY	11	110	25/09/2001
1997D0602 001.001.0	BDC 2000/012;OPC 2000	11	33	4/09/2001
1997D0602 002.001.0	BDC 2000/012;OPC 2000	11	33	9/10/2001
1997D0634 002.001.0	BDC 2000/012;OPC 99;OPC 2000	11	44	25/09/2001
1997D0634 003.001.0	BDC 2000/012;OPC 99;OPC 2000	11	44	2/10/2001
1997D0634 004.001.0	BDC 2000/012;OPC 99;OPC 2000	11	44	9/10/2001
1997D0634 005.001.0	BDC 2000/012;OPC 99;OPC 2000	11	44	16/10/2001
1997D0634 006.001.0	BDC 2000/012;OPC 99;OPC 2000	11	44	23/10/2001
1997D0634 007.001.0	BDC 2000/012;OPC 99;OPC 2000	11	44	30/10/2001
1997D0634 008.001.0	BDC 2000/012;OPC 99;OPC 2000	11	44	13/11/2001
1997D0634 009.001.0	BDC 2000/012;OPC 99;OPC 2000	11	44	27/11/2001
1997D0634 010.001.0	BDC 2000/012;OPC 99;OPC 2000	11	44	4/12/2001
1997D0634 011.001.0	BDC 2000/012;OPC 99;OPC 2000	11	44	11/12/2001
1997D0634 012.001.0	BDC 2000/012;OPC 99;OPC 2000	11	44	18/12/2001
1997D0634 013.001.0	BDC 2000/012;OPC 99;OPC 2000	11	44	8/01/2002
1997D0634 014.001.0	DAILY 2001-02	11	44	15/01/2002
1997D0778 008.001.0	BDC 2000/004;DAILY	11	143	4/09/2001
1997D0778 009.001.0	BDC 2000/004;DAILY	11	143	25/09/2001
1997D0778 010.001.0	BDC 2000/004;DAILY	11	143	9/10/2001
1997R0028 001.001.0	AGRI - 00/01	11	22	18/09/2001
1997R0028 002.001.0	AGRI - 00/01	11	22	25/09/2001
1997R0028 003.001.0	AGRI - 00/01	11	22	2/10/2001
1997R0028 004.001.0	AGRI - 00/01	11	22	9/10/2001

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1997R0028 005.001.0	AGRI - 00/01	11	22	16/10/2001
1997R0028 006.001.0	AGRI - 00/01	11	22	23/10/2001
1997R0058 001.001.0	BDC 2000/012;OPC 2000	11	264	9/10/2001
1997R0058 001.002.0	BDC 2000/012;OPC 2000	1	24	16/10/2001
1997R0194 003.001.0	BDC 2000/012;OPC 99;OPC 2000	11	33	9/10/2001
1997R0314 000.001.0	DAILY 2001-02	3	9	11/12/2001
1997R0412 003.001.0	DAILY 2001-02	11	110	11/12/2001
1997R0423 001.001.0	DAILY 2001-02	11	176	11/12/2001
1997R0659 003.001.0	AGRI - 00/01	11	187	2/10/2001
1997R0659 004.001.0	AGRI - 00/01	11	187	9/10/2001
1997R0659 005.001.0	AGRI - 00/01	11	187	16/10/2001
1997R0659 006.001.0	DAILY 2001-02	11	187	6/11/2001
1997R0996 003.001.0	BDC 2000/012;OPC 2000	11	55	4/09/2001
1997R1526 001.001.0	BDC 2000/004;DAILY	1	14	11/09/2001
1997R1780 001.001.0	AGRI - 00/01	11	44	4/09/2001
1997R1898 001.001.0	AGRI - 00/01	11	99	9/10/2001
1997R1898 002.001.0	AGRI - 00/01	11	99	23/10/2001
1997R1898 003.001.0	AGRI - 00/01	11	99	30/10/2001
1997R1899 005.001.0	DAILY 2001-01	11	132	27/11/2001
1997R2135 000.001.0	BDC 2000/012;OPC 2000	2	28	9/10/2001
1997R2135 001.001.0	BDC 2000/012;OPC 2000	11	154	23/10/2001
1997R2300 001.001.0	AGRI - 00/01	11	44	9/10/2001
1997R2300 002.001.0	AGRI - 00/01	11	44	23/10/2001
1997R2300 003.001.0	AGRI - 00/01	11	44	30/10/2001
1997R2300 004.001.0	DAILY 2001-02	11	44	20/11/2001
1997R2508 005.001.0	AGRI - 00/01	11	143	23/10/2001
1997R2571 005.001.0	AGRI - 00/01	11	363	9/10/2001
1997R2571 006.001.0	AGRI - 00/01	11	363	30/10/2001
1997X0419 000.001.0	BDC 2000/012	11	22	11/09/2001
1997X9419 000.001.0	BDC 2000/012;OPC 2000	11	22	16/10/2001
1998D0357 002.001.0	DAILY 2001-02	11	22	4/12/2001
1998D0634 001.001.0	DAILY 2001-02	11	66	4/12/2001
1998E0699 001.001.0	DAILY 2001-02	11	33	18/12/2001
1998L0012 000.001.0	DAILY 2001-02	1	146	18/12/2001
1998L0034 001.001.0	BDC 2000/012;OPC 2000	11	132	18/09/2001
1998L0034 001.002.0	BDC 2000/012;OPC 2000	1	12	2/10/2001
1998L0083 000.002.0	BDC 2000/012;OPC 2000	2	46	11/09/2001
1998L0095 000.002.0	DAILY 2001-02	11	286	18/12/2001
1998R0066 001.001.0	BDC 2000/012;OPC 2000	11	187	18/09/2001
1998R0066 002.001.0	BDC 2000/012;OPC 2000	11	187	9/10/2001
1998R0850 001.001.0	BDC 2000/012;PTC 99;OPC 2000	11	396	11/09/2001
1998R0850 002.001.0	BDC 2000/012;PTC 99;OPC 2000	11	396	25/09/2001
1998R0850 003.001.0	BDC 2000/012;PTC 99;OPC 2000	11	396	9/10/2001
1998R0850 004.001.0	DAILY 2001-01	11	396	30/10/2001
1998R0850 005.001.0	DAILY 2001-01	11	396	20/11/2001
1998R1374 003.001.0	AGRI - 00/01	11	242	18/09/2001
1998R1374 004.001.0	AGRI - 00/01	11	242	2/10/2001
1998R1374 005.001.0	AGRI - 00/01	11	242	16/10/2001
1998R1374 006.001.0	DAILY 2001-01	11	242	30/10/2001
1998R1396 001.001.0	DAILY 2001-01	11	55	16/10/2001
1998R1638 001.001.0	DAILY 2001-02	11	66	20/11/2001
1998R2366 003.001.0	AGRI - 00/01	11	154	16/10/2001
1998R2366 004.001.0	DAILY 2001-01	11	154	30/10/2001
1998R2562 001.001.0	DAILY 2001-01	11	66	20/11/2001
1998R2768 001.001.0	DAILY 2001-02	11	66	20/11/2001
1998R2820 001.001.0	BDC 2000/012;OPC 2000	11	1232	2/10/2001
1998R2820 002.001.0	BDC 2000/012;OPC 2000	11	1232	16/10/2001
1998R2820 003.001.0	BDC 2000/012;OPC 2000	11	1232	30/10/2001
1998R2820 004.001.0	DAILY 2001-01	11	1232	20/11/2001
1998R2848 003.001.0	AGRI - 00/01	11	286	18/09/2001
1998R2848 004.001.0	AGRI - 00/01	11	286	2/10/2001
1998R2848 005.001.0	AGRI - 00/01	11	286	23/10/2001
1998R2848 006.001.0	DAILY 2001-01	11	286	6/11/2001
1998R2848 007.001.0	DAILY 2001-02	11	286	20/11/2001

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1999D0330 001.001.0	DAILY 2001-02	11	11	4/12/2001
1999D0371 000.001.0	BDC 2000/009;DAILY	10	60	4/09/2001
1999D0655 000.001.0	DAILY 2001-01	1	3	11/09/2001
1999D0766 001.001.0	BDC 2000/012;OPC 2000	11	33	9/10/2001
1999D0766 002.001.0	BDC 2000/012;OPC 2000	11	33	30/10/2001
1999D9283 001.001.0	BDC 2000/012;OPC 2000	11	154	25/09/2001
1999D9283 002.001.0	DAILY 2001-01	11	154	9/10/2001
1999D9283 003.001.0	DAILY 2001-01	11	154	30/10/2001
1999D9283 004.001.0	DAILY 2001-01	11	154	20/11/2001
1999L0013 000.002.0	DAILY 2001-02	4	88	20/11/2001
1999L0045 000.001.0	DAILY 2001-02	3	204	27/11/2001
1999L0063 000.001.0	BDC 2000/012;OPC 2000	1	5	11/09/2001
1999L0070 000.001.0	BDC 2000/012;DAILY	1	6	9/10/2001
1999L0074 000.001.0	DAILY 2001-02	1	5	6/11/2001
1999L0103 000.002.0	DAILY/2000	10	30	4/12/2001
1999L0105 000.002.0	DAILY 2001-01	1	24	11/09/2001
1999Q0531 000.001.0	BDC 2000/012;OPC 2000	1	5	4/09/2001
1999R0174 001.001.0	DAILY/2000	11	154	6/11/2001
1999R0174 002.001.0	DAILY/2000	11	154	13/11/2001
1999R0174 003.001.0	DAILY/2000	11	154	20/11/2001
1999R0174 004.001.0	DAILY/2000	11	154	27/11/2001
1999R0174 005.001.0	DAILY/2000	11	154	4/12/2001
1999R0174 006.001.0	DAILY/2000	11	154	11/12/2001
1999R0174 007.001.0	DAILY/2000	11	154	18/12/2001
1999R0174 008.001.0	DAILY 2001-01	11	154	8/01/2002
1999R0174 009.001.0	DAILY 2001-02	11	154	15/01/2002
1999R0174 010.001.0	DAILY 2001-02	11	154	22/01/2002
1999R0502 001.001.0	DAILY/2000	11	539	11/12/2001
1999R0704 001.001.0	DAILY 2001-01	11	77	25/09/2001
1999R0772 009.001.0	DAILY 2001-02	11	88	18/12/2001
1999R0800 000.001.0	BDC 2000/006;DAILY	11	462	9/10/2001
1999R0800 001.001.0	BDC 2000/006;DAILY	11	462	16/10/2001
1999R0800 002.001.0	BDC 2000/006;DAILY	11	462	30/10/2001
1999R0800 003.001.0	DAILY 2001-01	11	462	27/11/2001
1999R0805 002.001.0	DAILY 2001-01	11	33	6/11/2001
1999R1081 002.001.0	DAILY 2001-02	11	99	6/11/2001
1999R1093 001.001.0	DAILY/2000	11	99	6/11/2001
1999R1093 002.001.0	DAILY 2001-01	11	99	27/11/2001
1999R1251 002.002.0	DAILY 2001-01	11	154	18/09/2001
1999R1254 001.001.0	DAILY 2001-02	11	297	27/11/2001
1999R1254 002.001.0	DAILY 2001-02	11	297	18/12/2001
1999R1257 000.001.0	DAILY/2000	11	253	18/12/2001
1999R1259 001.001.0	DAILY 2001-02	11	66	18/12/2001
1999R1260 001.001.0	DAILY 2001-02	11	462	18/12/2001
1999R1529 000.001.0	DAILY 2001-02	1	3	18/12/2001
1999R1547 003.001.0	BDC 2000/012;DAILY;OPC 2000	11	363	9/10/2001
1999R1547 004.001.0	BDC 2000/012;DAILY;OPC 2000	11	363	30/10/2001
1999R1547 005.001.0	DAILY 2001-01	11	363	20/11/2001
1999R1750 001.002.0	AGRI - 00/01	11	242	9/10/2001
1999R1750 002.001.0	AGRI - 00/01	11	242	30/10/2001
1999R2157 001.001.0	DAILY 2001-01	11	66	18/09/2001
1999R2316 001.002.0	DAILY/2000	11	253	20/11/2001
1999R2316 002.001.0	DAILY/2000	11	253	4/12/2001
1999R2316 003.001.0	DAILY 2001-02	11	253	18/12/2001
1999R2342 006.001.0	DAILY 2001-01	11	253	4/12/2001
1999R2342 007.001.0	DAILY 2001-02	11	253	18/12/2001
1999R2771 001.001.0	AGRI - 00/01	11	363	9/10/2001
1999R2771 002.001.0	AGRI - 00/01	11	363	30/10/2001
1999R2771 003.001.0	DAILY 2001-01	11	363	27/11/2001
1999R2792 000.003.0	DAILY 2001-02	11	209	18/12/2001
1999R2799 000.001.0	BDC 2000/007;DAILY	1	25	4/09/2001
1999X0318 004.001.0	BDC 2000/012;OPC 2000	11	22	9/10/2001
1999X0320 000.001.0	BDC 2000/006;DAILY	1	4	23/10/2001
1999X0519 001.002.0	BDC 2000/012;OPC 2000	3	18	9/10/2001

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1999X0829	000.001.0	BDC 2000/006;DAILY	2	42	23/10/2001
1999X0877	000.001.0	BDC 2000/006;DAILY	1	10	30/10/2001
2000D0147	000.002.0	DAILY 2001-01	5	25	27/11/2001
2000D0159	002.001.0	DAILY 2001-02	11	77	20/11/2001
2000D0284	002.001.0	DAILY/2000	11	88	20/11/2001
2000D0284	003.001.0	DAILY 2001-01	11	88	4/12/2001
2000D0284	004.001.0	DAILY 2001-01	11	88	18/12/2001
2000D0486	003.001.1	BDC 2000/007;DAILY	11	55	4/09/2001
2000D0530	001.001.0	DAILY 2001-01	11	759	11/12/2001
2000D0639	001.001.0	DAILY/2000	11	22	27/11/2001
2000D0639	002.001.0	DAILY 2001-02	11	22	18/12/2001
2000D0666	001.001.0	DAILY 2001-01	11	99	18/09/2001
2000D0680	001.001.0	DAILY 2001-02	11	22	27/11/2001
2000D0721	001.001.0	DAILY/2000	11	44	6/11/2001
2000D0766	000.001.0	DAILY/2000	2	4	6/11/2001
2000D0766	001.001.0	DAILY 2001-02	11	22	27/11/2001
2000D0773	001.001.0	DAILY 2001-02	11	44	20/11/2001
2000L0008	000.002.0	DAILY 2001-02	1	14	6/11/2001
2000L0012	001.001.0	BDC 2000/012;DAILY	11	649	6/11/2001
2000L0014	000.001.0	DAILY/2000	3	234	27/11/2001
2000L0076	000.001.0	DAILY 2001-01	9	189	18/09/2001
2000R0032	000.002.0	DAILY 2001-02	1	31	20/11/2001
2000R0790	001.002.0	DAILY 2001-02	1	6	6/11/2001
2000R0983	000.002.0	DAILY 2001-01	2	6	6/11/2001
2000R1227	001.001.0	DAILY 2001-01	11	231	27/11/2001
2000R1227	002.001.0	DAILY 2001-02	11	231	18/12/2001
2000R1334	000.001.0	BDC 2000/006;DAILY	11	2365	30/10/2001
2000R1334	000.002.0	DAILY/2000	1	215	6/11/2001
2000R1334	001.001.0	DAILY/2000	11	2365	20/11/2001
2000R1334	002.001.0	DAILY 2001-01	11	2365	4/12/2001
2000R1520	002.001.0	DAILY 2001-02	11	528	20/11/2001
2000R1529	001.001.0	DAILY 2001-02	11	11	4/12/2001
2000R1602	000.003.0	DAILY 2001-02	11	1452	6/11/2001
2000R1608	005.001.0	DAILY 2001-02	11	33	6/11/2001
2000R1623	003.001.0	DAILY 2001-02	11	605	30/10/2001
2000R2042	001.001.0	DAILY/2000	11	165	13/11/2001
2000R2042	002.001.0	DAILY 2001-01	11	165	27/11/2001
2000R2042	003.001.0	DAILY 2001-01	11	165	11/12/2001
2000R2488	001.001.0	DAILY 2001-02	11	209	4/12/2001
2000R2549	001.001.0	DAILY 2001-02	11	22	4/12/2001
2000R2705	001.001.0	DAILY 2001-01	11	11	6/11/2001
2000R2705	002.001.0	DAILY 2001-02	11	11	27/11/2001
2000R2764	000.001.0	DAILY/2000	11	44	11/12/2001
2000R2809	001.001.0	DAILY/2000	11	44	11/12/2001
2000R2856	000.001.0	DAILY 2001-02	3	18	4/12/2001
2000R2887	000.001.0	DAILY 2001-02	1	5	4/12/2001
2000S0283	002.001.0	DAILY 2001-02	11	319	11/12/2001
2000X0144	000.001.0	BDC 2000/001;DAILY	9	9	28/08/2001
2000X0304	000.001.0	BDC 2000/006;DAILY	11	22	28/08/2001
2000X0354	000.001.0	BDC 2000/001;DAILY	1	1	21/08/2001
2000X0516	000.001.0	BDC 2000/001;DAILY	2	34	28/08/2001
2000X0516	001.001.0	DAILY 2001-02	11	187	11/12/2001
2000X0524	000.001.0	DAILY/2000	5	15	13/11/2001
2000X0776	000.001.0	DAILY 2001-01	11	902	6/11/2001
2000X1219	000.001.0	DAILY 2001-01	1	3	13/11/2001
2000Y1218	000.001.0	DAILY 2001-01	2	44	13/11/2001
2001D0388	001.001.0	DAILY 2001-01	11	33	18/09/2001
2001D0405	000.001.0	DAILY 2001-02	1	8	11/12/2001
2001D0574	000.001.0	DAILY 2001-02	1	2	4/12/2001
2001E0542	000.001.0	DAILY 2001-02	1	1	20/11/2001
2001L0014	000.001.0	DAILY 2001-02	1	18	4/12/2001
2001O0401	000.001.0	DAILY 2001-02	11	165	4/12/2001
2001R0245	001.001.0	DAILY 2001-02	11	110	20/11/2001
2001R0245	002.001.0	DAILY 2001-02	11	110	4/12/2001

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2001R0442 001.001.0	DAILY 2001-02	11	22	20/11/2001
2001R0449 001.001.0	DAILY 2001-02	11	154	13/11/2001
2001R0467 001.001.0	DAILY 2001-02	11	253	13/11/2001
2001R0590 003.001.0	DAILY 2001-02	11	33	6/11/2001
2001R0594 000.001.0	DAILY 2001-01	1	3	6/11/2001
2001R0786 001.001.0	DAILY 2001-02	11	22	20/11/2001
2001R0795 001.001.0	DAILY 2001-02	11	22	13/11/2001
2001R0825 001.001.0	DAILY 2001-02	11	22	6/11/2001
2001R0993 000.001.0	DAILY 2001-02	11	1408	11/12/2001
2001R0997 001.001.0	DAILY 2001-01	11	11	13/11/2001
2001R0999 001.001.0	DAILY 2001-02	11	440	20/11/2001
2001R0999 002.001.0	DAILY 2001-02	11	440	27/11/2001
2001R0999 003.001.0	DAILY 2001-02	11	440	11/12/2001
2001R1004 000.001.0	DAILY 2001-02	1	2	6/11/2001
2001R1047 000.001.0	DAILY 2001-02	1	6	6/11/2001
2001R1047 001.001.0	DAILY 2001-02	11	66	27/11/2001
2001R1049 000.001.0	DAILY 2001-02	1	6	20/11/2001
2001R1080 000.001.0	DAILY 2001-02	11	66	27/11/2001
2001R1092 000.001.0	DAILY 2001-02	2	22	20/11/2001
2001R1095 000.001.0	DAILY 2001-02	1	8	13/11/2001
2001R1101 001.001.0	DAILY 2001-02	11	11	13/11/2001
2001R1182 000.001.0	DAILY 2001-02	1	2	6/11/2001
2001R1325 001.001.0	DAILY 2001-02	11	33	20/11/2001
2001R1400 001.001.0	DAILY 2001-02	5	15	27/11/2001

STRACK Guido (ESTAT)

1e

From: STRACK Guido (OPOCE)
Sent: Monday 28 January 2002 08:26
To: STEINITZ Yves (OPOCE)
Subject: Minutes of ADL meeting 9/1/2002

Yvesm

do you agree with the attached ADL proposal?

For me we did not engage for 250.000 pages neither for being ready on 31/1/02 (both wishes of ADL).

Guido



1ea

TASKFORCE_EUR-O
P_20020109_01_0...

V. 4
(référence qualité : voir ISoc-13)

Objet :

Entité Organisatrice :

Date :

Réf. Réunion :

☐ Conseil d'Administration

☐ Assemblée Générale

☒ Réunion clients :

☐ Réunion partenaires :

☐ Réunion interne

☐ Quality meeting

☐ Reporting financier

☐ Réunion commerciale

☐ Autres (à préciser) :

DATE DE LA REUNION

9/01/2002

LIEU

Eur-Op

HORAIRES ET DUREE (Prévu)

8.45 (1 heure)

HORAIRES ET DUREE (Effectif)

8.55 (1 heure)

RESPONSABLE DE LA REUNION

M. Yves Steintz

REDACTEUR DU COMPTE-RENDU

M. Philippe Schweitzer

LISTE DE PRESENCE

Participants	Présents	Représentants	Signature
M. Yves Steintz (YS), OPA/2 M. G. Strack (GS), OPA/2 M. Guibert Vanhooft (GVH), ADL M. Philippe Schweitzer (PSC), ADL			

LISTE DE DIFFUSION

Participants de la réunion			

N°	ORDRE DU JOUR (Preciser les documents préparatoires à la réunion)
1) 2)	Commande spéciale de fichiers source Divers

RELEVÉ DE DECISION / POINTS CLE DU COMPTE RENDU

ACTIONS	DATE de Planification de la première résolution de l'action	DATE du report de la résolution de l'action	RESPONSABLE	OK	NON OK à relancer
Se renseigner auprès de Siseg sur la possibilité de retrouver les sources Interleaf en Formex V2	14/01/2002		PSC		
Fournir liste détaillée des actes qui devront être produits	31/01/2002		Eur-Op		

PIECES JOINTES

(Préciser les documents remis lors de la réunion)

Document « COMMANDE SPECIALE DE FICHIERS SOURCE (détail des informations nécessaires à ADL) »
version 1.2 du 21/12/2001

VERIFICATION ET APPROBATION

Verificateur(s)	Date et Signature	Approbateur(s)	Date et Signature

N°	COMPTE-RENDU DE REUNION	FAIT PAR	DATE D'ECHEANCE
1)	Commande spéciale de fichiers source L'objectif de cette réunion, indiqué par GVH, est de trouver, ensemble, la manière la plus efficace de produire de façon industrielle, sans interruption de la chaîne de production, environ 250.000 pages de fichiers source Formex V3.0.2 sur base de fichiers Formex V2 ou Tiffs fournis par Eur-Op. GVH explique que l'atelier de production de fichiers source est en place chez ADL et que celui-ci devra être approvisionné en continu d'au moins 25.000 pages JO mensuellement et ce à compter du 15/02/2002. Suite à une commande de même type (environ 40.000 pages) ayant été faite l'année passée, le but du document présenté ce jour par ADL est d'informer Eur-Op sur : • Les problèmes rencontrés lors de cette commande, • Le détail des formats et informations que souhaite recevoir ADL lors de la future commande afin que le traitement puisse se faire de manière optimale. PSC présente quelques exemples de format Tiff papiers fournis par Eur-Op et qui étaient inutilisables. GS explique que ces problèmes ont été réglés depuis mais que, contrairement à la demande d'ADL, il lui paraît impossible que son équipe puisse vérifier tous les fichiers fournis avant leur envoi à ADL. GVH indique qu'il comprend cette problématique, et, la réactivité ayant été très satisfaisante lorsque de tels problèmes se présentaient, rien n'empêche, pour cet aspect, que nous pratiquions de la même manière pour la future commande. GS demande à GVH, à propos de la commande antérieure de 40.000 pages, qu'elle en sera la date de finalisation. GVH explique que suite aux difficultés rencontrées (cf document), ainsi que la		

remise en route de l'atelier, cette commande sera terminée pour fin février 2002.

YS indique quels sont les actes concernés par ce traitement afin que GS puisse en faire une liste détaillée (également préparation du Bon de commande) :

- Les traités d'adhésion,
- Environ 25.000 pages Celex (que YS souhaite laisser en attente pour le moment),
- Tous les actes (Base et modificateurs) relatifs à des familles Interleaf encore en vigueur,
- Tous les actes (Base et modificateurs) relatifs à des familles anciennement appelées « Transfert SG » encore en vigueur,

GS explique que certains de ces actes existent peut-être déjà en Formex V2 mais qu'il pourrait être difficile de les retrouver.

YS indique que si cette recherche s'avère trop longue ou trop difficile, il sera peut-être préférable de demander une production sur base du Tiff.

GS demande à PSC de se renseigner auprès de Siseg afin de savoir si ces derniers ont conservé les fichiers Formex V2 en question, étant donné qu'ils en étaient responsables au moment de la production Interleaf effectuée par Euroscript.

YS indique que selon lui, ces listes n'atteindraient pas les 250.000 pages tel que prévu.

GVH propose de démarrer la production le plus rapidement possible et de faire un point sur les volumes dans quelques mois. Il insiste sur le fait que 25.000 pages doivent être préparées et prêtes à produire pour le 15/02/2001 au plus tard.

2)

Divers

Une réunion production est convenue entre PSC et GS pour le lundi 14/01/2002 à 9.30 à Eur-Op.

GS demande si un planning pourrait lui être fourni d'ici la réunion. PSC explique qu'il était convenu d'attendre les commentaires de GS sur celui fourni précédemment avant de mettre à jour ce dernier. GS indique que du fait de son absence prolongée, les commentaires n'ont pu parvenir à ADL et qu'il préférerait avoir une nouvelle base pour analyse.

STRACK Guido (ESTAT)

From: Philippe Schweitzer [c=BE;a=RTT;p=CEC;dda:rfc-822=Philippe.Schweitzer(a)ad-logistics.com;]
Sent: Monday 18 February 2002 15:52
To: STRACK Guido (OPOCE)
Subject: FW: 1 ou deux exemplaires

Guido,

M. Steinitz t'a-t-il parlé de cette proposition et peux-tu me dire ce que tu en penses. Dans le sens prtaique, je sais que le deuxième exemplaire vous a toujours posé problème car vous n'en aviez pas réellement besoin.

Merci de m'informer de ton avis. Quel qu'il soit, il me faudrait une réaction rapide afin d'en informer l'atelier d'impression.

Bien à toi.

Philippe

-----Message d'origine-----

De : David Gray
Envoyé : mardi 12 février 2002 18:36
À : Yves. Steinitz (Yves.Steinitz@cec.eu.int)
Objet : Consleg facturation 2001-2002

Monsieur Steinitz,

Comme promis la semaine dernière, je vous communique ci-dessous le statut sur la facturation Consleg (suivant le modèle 2001 ou suivant l'avenant 2).

La bonne nouvelle est que nous avons maintenant un statut clair par cycle et famille afin de déterminer quel régime de facturation ADL doit utiliser et donc nous allons pouvoir facturer les quelques 200 annexes en attente.

D'après le tableau ci-joint, nous retrouvons 4 cas de figure :

* les indications "L" indiquent les familles qui apparaissent sur le BDC Backlog du 21.12.2001 et pour lesquelles le tarif avenant 2 s'appliquera,

* la lettre "R" indique les familles relatives à des BDC 2000 et pour lesquelles de nouveaux engagements basés sur le nouveau tarif avenant 2 vont être émis,

* la lettre "D" indique les familles qui apparaissent sur le BDC 2002-2 et pour lesquelles le nouveau tarif avenant 2 s'appliquera,

* les cycles sans lettre correspondent à des familles 2001 et ad-hoc reçues avant le 21.12.2001 pour lesquels la facturation 2000-2001 sera appliquée.

L'inquiétant est qu'il resterait apparemment 86.416 pages PDF pour lesquelles l'ancien tarif s'appliquerait, soit une perte de marge nette 2002 estimée à 190.000 euros (+/- 2 euros par page PDF).

J'ai bien compris qu'administrativement vous n'aviez pas de solution. Des engagements 2001 ont été passés par votre service, des fiches ad-hoc envoyées à ADL avant le 21.12.2001 et les budgets sont à dépenser cette année.

Comme vous le savez, notre estimation de revenu 2002 est basé sur un engagement de production de 560.000 pages PDF au tarif de l'avenant 2 et la production de 250.000 pages sources (170.000 TIFF et 80.000 V2).

Aussi, vu l'importance de la perte, j'espère qu'il nous sera possible de trouver une solution pour tenter de compenser cela.

Bien entendu, à ce stade, le montant a été estimé à 190.000 euros et ce n'est qu'une estimation. Nous ne connaissons la perte exacte qu'après avoir facturé à l'EUR-OP l'ensemble de ces cycles concernés.

Aussi, je vous propose de faire le point sur ce sujet dès que nous aurons terminé l'ensemble des cycles concernés par cela (d'après mes informations et tenant compte des productions à venir, elles seraient toutes produites pour mi-juin). Une solution pourrait être d'avoir des pages sources TIFF supplémentaires.

Autre sujet, actuellement, nous devons encore produire 1 exemplaire papier pour les cycles en production avant le 19.4.2001, 2 exemplaires papier pour les cycles entre le 19.4.2001 et le 21.12.2001 et ensuite 1 exemplaire papier après le 21.12.2001.

Sachant que la 2ième copie papier n'intéresse que très peu l'EUR-OP, serait-il possible (pour simplifier le travail des 2 cotés) pour ADL de n'envoyer qu'un seul exemplaire papier pour tout ce que nous avons en production ce jour datant d'avant l'avenant 2 tout en facturant 2 exemplaires ?

Je me doute que ce processus est peu protocolaire mais, outre la simplification pour nos services respectifs, cela permettrait à ADL de récupérer 0,22 x 86.416 pages, soit +/- 19.000 euros à déduire de la perte ci-dessus.

Enfin, comme discuté ce jour, j'ai lancé une demande interne pour trouver une solution qui permettrait à ADL de vous transmettre les images TIFF correspondant aux CONS.ACT livrés à l'EUR-OP. Je reviendrai vers vous dès que j'aurai les informations précises à ce sujet.

Cordialement,
David Gray

STRACK Guido (ESTAT)

19

From: MOUTON Isabelle (OPOCE)
Sent: Thursday 7 March 2002 14:54
To: STRACK Guido (OPOCE)
Subject: Adonis: 6VENANT 2, FACTURATION DES SAVING COUCHES

Categories: Courrier Adonis

Voici la fiche demandée.



1ga

Référence de la fiche : JOLC(02)A/573.--

A.D.L.

An E.I.G. Member of Electronics Group

(02) A/573

1ga

OP-JOLC-A
DATE 27 FEV. 2002
ATTR <i>Il Shad De Brangier</i>
INFO <i>pour avis</i>
Echéance 28.2.2002
Classement <i>Cass ADL (F4)</i>

Office des Publications Officielles des
Communautés européennes
Unité OP/A/2 – Bureau 307
2, rue Mercier
L-2985 Luxembourg

A l'attention de Monsieur Yves Steinitz

Nos réf. : fg/dgr/895

Howald, le 26 février 2002

Objet : Avenant 2, facturation des « saving couches »

Monsieur Steinitz,

Conformément à notre discussion de ce jour, nous vous proposons de réaliser la facturation des « saving couches » en appliquant le tarif de l'avenant 2 et en y soustrayant l'ensemble postes du bordereau de prix de notre contrat liés à la composition des cycles, à savoir :

- La livraison du fichier PDF,
- La composition.

Grâce à l'avenant 2, nous avons un prix forfaitaire à la page PDF. Aussi, le tarif de la composition doit être exprimé de la même manière. Ainsi, au regard des données de production, nous pouvons dire que le tarif de la composition pour une page PDF se décompose de la façon suivante:

- 90% des pages sont des pages textes à 2.300 signes et donc $2,3 * 0,9 * 0,8$ (prix du bordereau) = 1,656 euro
- 10% des pages sont des tableaux à 1.380 signes et donc $1,38 * 0,1 * 1,49$ (filets) * 1,60 (prix du bordereau) = 0,326 euro

—ADVANCED—DOCUMENT—LOGISTICS—

15, RUE DES SCILLAS L-2529 HOWALD (LUXEMBOURG) TÉL. (+352) 26 29 97 1 FAX (+352) 26 29 97 99
—EE) HTTP://WWW.AD-LOGISTICS.COM E-MAIL ADL@AD-LOGISTICS.COM

RCL: C23 TVA LU: 18340060 CEL (LUF): 17-328-968 CEL (EUR) 18-328-968-1

Soit, par application de l'avenant 2, nous obtenons un prix de :

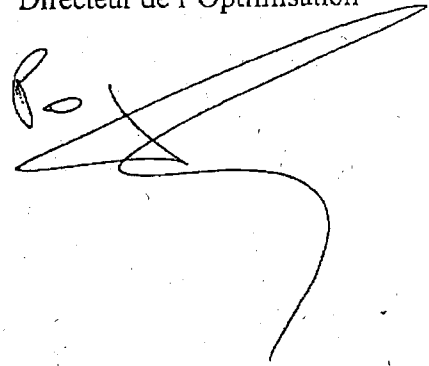
- $4,80 - 0,15 - 1,656 - 0,329 = 2,668$ euros

Sur base de ces chiffres et après validation de ceux-ci par vos soins, pourriez-vous nous formaliser votre accord, afin que nous puissions émettre les factures des « saving couches » (au prix de 2,668 euros la page PDF) que nous produisons depuis le 21 décembre 2001.

Bien entendu, nous restons à votre disposition pour tout complément d'information.

En vous souhaitant une bonne réception, veuillez croire, Monsieur Steinitz, en l'assurance de notre entière collaboration.

Guibert Vanhooff,
Directeur de l'Optimisation



Copies : MM. Schweitzer, Gray.

STRACK Guido (ESTAT)

1 h

From: STRACK Guido (OPOCE)
Sent: Thursday 21 February 2002 16:23
To: STEINITZ Yves (OPOCE)
Subject: FW: statistics as requested

pi

-----Original Message-----

From: DEHOY Jean-Marc (OPOCE)
Sent: jeudi 21 février 2002 16:16
To: STRACK Guido (OPOCE)
Subject: statistics as requested

Guido,

On a sample on 50 couches drafted for invoicing with the new avenant and excluding the 2.66 EUR appearing nowhere under the avenant 2, we get the following prices:

Application of avenant 2 : we will pay 73 477 EUR

Without the application of this avenant, costs would have been : 46 275 EUR.

Increase of price: 27 202 EUR or 58%

Yours

Jean Marc

STRACK Guido (ESTAT)

10

From: STRACK Guido (OPOCE)
Sent: Wednesday 27 February 2002 18:28
To: STEINITZ Yves (OPOCE)
Cc: BRONQUARD Paul (OPOCE); DEHOY Jean-Marc (OPOCE)
Subject: Saving couches in ADL invoice under avenant 2

Dear Yves,

Please find below my answer concerning your faxed request of "Avis" about the ADL proposal to invoice "saving couches" with 2,668 € per page:

Saving layers and saving couches cannot anymore be invoiced seperately at all

ADL can treat everything in 1 step

The avenant 2 does not mention saving couches explicitly, however in its annexes there is a letter of ADL explaining that:

1. saving layer : « pouvoir traiter dans une seule couche tous les actes modificateurs et rectificatifs dont la date de validité de début est identique »
2. saving prints : « pouvoir traiter dans une seule couche tous les actes modificateurs et rectificatifs sans tenir compte d'une quelconque date ».

This is supposed to be the reason for the avenant 2, so having accepted this proposal ADL is now able to treat all steps in one and of course can only invoice this one step.

Decrease of costs thanks to decrease of invoiced pages

In point 4 of the considerations of CCAM/01/0825, it is stated: « L'offre se traduira par une diminution estimée à 14% du coût global... ». Considering the increase of the fixed price per page this can only be true if there is a decrease of pages treated and this is implicitly referring to the ADL argumentation that they can now treat the things formerly called saving couche in one step. Only by not any longer invoicing "ex saving couches" there can be a lower total thanks to lower pages invoiced.

Pages delivered instead of produced pages

When the avenant explicitly refers to "**pages livrées**" this as well is a strong, if not the strongest indication that things which are not delivered and have never been delivered in the past (in effect do not even exist on PDF), i.e. the "ex saving couches" cannot be object of an invoice neither. Referring just to really delivered pages is fully within the logic of the avenant as well considering that the positive effects of ADL being responsible for taking on board "correction auteur" and "question de responsabilités" can as well only appear on items really delivered to OPOCE. So saving couches not being delivered there is no basis for invoicing along the lines of the avenant.

ADLs calculation

ADLs own calculation is wrong incoherent and based on wrong basic assumptions.

In fact until now ADL invoiced a total of 520.299.429 text characters and 169.754.860 table characters. So following the assumption of 2300 respectively 1380 characters per pages this leads to a relation of 65% text and 35% table pages or 1,15 € plus 1,20 € along the ADL calculation lines. The total price would therefore be 2,30 € instead of 2,668 € per page.

ADL speaks about 0,326 on page 1 and 0,329 on page 2 and uses a figure of 4,80 for which its origin is not at all clear.

Above all I made a calculation that based on the invoices we got until now from ADL there where 375 saving couche or print cases with a total of 101151 pages involved. This lead to an invoice ammount of just 73,554 €. So until now the effective price per page was less than 0,73 €. As there is not any increase in value its hard to see how the proposed increase in price can be justified.

Yours truly,

Guido Strack

PS: Please forgive any typing mistakes as I wanted to send you an answer still tonight.

STRACK Guido (ESTAT)

1i

From: DEHOY Jean-Marc (OPOCE)
Sent: Thursday 7 March 2002 16:18
To: STRACK Guido (OPOCE)
Subject: As requested mails linked with the meeting 22/2



PV reunion 220202 PH
Schweitzer...



RE: 2001_liste des
familles fa...

1ja

STRACK Guido (ESTAT)

1ja

From: DEHOY Jean-Marc (OPOCE)
Sent: Tuesday 26 February 2002 14:49
To: 'Philippe Schweitzer'
Cc: BRONQUARD Paul (OPOCE); STRACK Guido (OPOCE); STEINITZ Yvès (OPOCE)
Subject: PV reunion 220202 PH Schweitzer/JM Dehoy

Philippe,

Je te prie de trouver ci-dessous la version finalisée du PV de cette réunion.

Bien a toi
Jean Marc

PV réunion du vendredi 22 février 2002

Présents :

MM. Ph Schweitzer (ADL), JM Dehoy (OPOCE)

L'objectif de la réunion est de parcourir ensemble la situation de la facturation.

1. Au niveau des BDC proprement dits, ADL avait fait parvenir une liste des familles/prodseq avec références aux BDC. Mr Dehoy l'a validé et ADL va examiner les divergences subsistantes.
2. Au niveau de la facturation en suspens, les différentes familles sont examinées une par une. Certains suspens ont pu être réglés. Cependant une série de cas qui restent ouverts sont dus à des livraisons de janvier réceptionnées et non validées par OPOCE. ADL envisage de ne plus envoyer de drafts à l'avenir et d'envoyer donc directement la facture pour les familles nouvel avenant qui ne sont plus très compliquées à valider. Mr Dehoy reconnaît qu'il y a du retard de la part d'OPOCE. Cependant, il rappelle que l'OPOCE a toujours fait preuve de compréhension vis-à-vis des retards de livraison d'ADL. PSC est tout à fait d'accord pour rappeler la compréhension d'Eur-Op, toutefois, pour ce qui est de la facturation, il peut s'agir de la survie d'une entreprise.
3. La question de la garantie sur la facture 217 (DG AGRI) est également évoquée. Là aussi, les familles qui en décembre ont été envoyées à Bruges ne sont pas encore validées.
4. La problématique de la facturation des cycles internes nouvel avenant est abordée. Mr Schweitzer confirme qu'il a reçu des instructions de sa hiérarchie pour facturer ces cycles internes à 2.668 euros la page suite à un accord qui s'est passé entre Mr Gray et Mr Steinitz. Mr Dehoy explique qu'il a maintenu ces familles en status pending vu que l'avenant ne mentionne pas ce montant et qu'il n'a pas reçu d'instructions à ce sujet. Mr Schweitzer propose à Mr Dehoy de se renseigner au plus vite auprès de sa propre hiérarchie. Une nouvelle réunion sera à organiser pour traiter ces cas.

Tracking:

Recipient

Read

'Philippe Schweitzer'

BRONQUARD Paul (OPOCE)

Read: 27/02/2002 15:58

STRACK Guido (OPOCE)

Read: 26/02/2002 14:53

STEINITZ Yves (OPOCE)

Read: 27/02/2002 13:54

STRACK Guido (ESTAT)

136

From: Philippe Schweitzer [c=BE;a=RTT;p=CEC;dda:rfc-822=Philippe.Schweitzer(a)ad-logistics.com;]
Sent: Monday 18 February 2002 15:48
To: DEHOY Jean-Marc (OPOCE)
Subject: RE: 2001_liste des familles facturation pour invoice.xls - ANNULE LA PRECEDENTE

Jean-Marc,

Vendredi matin à 9.00 au MER 280 me convient parfaitement. Pour ce qui est du 2.668 EUR pour les cycles internes, il résulte d'une discussion HIGH LEVEL entre dirigeants d'Eur-Op et dirigeants d'Infotechnique et le chiffre est la seule chose que l'on m'ait transmis. Je ne peux donc pas t'aider et il faut que tu vois de ton côté.

A vendredi.

Philippe

-----Original Message-----

From: Jean-Marc.Dehoy@cec.eu.int [mailto:Jean-Marc.Dehoy@cec.eu.int <mailto:Jean-Marc.Dehoy@cec.eu.int>]
Sent: Monday, February 18, 2002 3:21 PM
To: Philippe.Schweitzer@ad-logistics.com
Subject: RE: 2001_liste des familles facturation pour invoice.xls - ANNULE LA PRECEDENTE

Bonjour Philippe,

Je serai en formation jeudi, serait ce envisageable de prévoir cette visite soit le mercredi apres midi vers 14h30) ou de préférence vendredi matin (vers 9h00) au MER 280.

Peux tu me faire savoir si cela pourrait te convenir?

Pour les familles sous le nouvel avenant, cela m'aiderait beaucoup si tu pourrais me procurer un document pour le calcul de 2,668 EUR (par exemple ce chiffre est repris dans le draft de facture de la famille 1998R2820 couché 3: 1166 pages * 2,668 eur facturées dans l'acte 300R2007), et/ou le point de vue d'ADL sur l'interprétation à donner à l'avenant 2 et concluant à ce 2,668 EUR. D'avance merci.

Bien cordialement
Jean Marc

-----Original Message-----

From: Philippe Schweitzer
Sent: lundi 18 février 2002 14:50
To: DEHOY Jean-Marc (OPOCE)
Subject: RE: 2001_liste des familles facturation pour invoice.xls - ANNULE LA PRECEDENTE

Bonjour, Jean-Marc,

Je pense que j'aurai terminé de travailler sur cette liste mercredi, voilà pourquoi j'aimerais venir te rendre une petite visite au MER jeudi matin dès 9.00. Les sujets seront les suivants :

- Statut sur les 70 annexes non encore validées,
- Statut suite à l'envoi de nouvelles annexes basées sur le nouvel avenant.

Merci de me confirmer la tenue de cette réunion jeudi matin.

Bien à toi.

Philippe

-----Original Message-----

From: Jean-Marc.Dehoy@cec.eu.int [mailto:Jean-Marc.Dehoy@cec.eu.int <mailto:Jean-Marc.Dehoy@cec.eu.int>
<mailto:Jean-Marc.Dehoy@cec.eu.int <mailto:Jean-Marc.Dehoy@cec.eu.int> >]
Sent: Friday, February 15, 2002 1:58 PM
To: Philippe.Schweitzer@ad-logistics.com
Subject: RE: 2001_liste des familles facturation pour invoice.xls -
ANNULE LA PRECEDENTE

Bonjour Philippe,

Voici la liste que tu avais demandée avant lundi avec nos commentaires:
en vert: ok pour etre facture
en jaune: à examiner (si 15 fevrier, en principe ok sous reserve d'une
ultime vérification)
en rouge: pas en ordre selon nous

Bon week end

Bien a toi

Jean Marc

-----Original Message-----

From: Philippe Schweitzer

Sent: mercredi 13 février 2002 10:19.

To: DEHOY Jean-Marc (OPOCE)

Subject: 2001_liste des familles facturation pour invoice.xls, - ANNULE
LA PRECEDENTE

Importance: High

<<2001_liste des familles facturation pour invoice.xls>>

Bien à toi.

Philippe



Office des publications officielles des Communautés européennes
DIRECTION A - PRODUCTION
UNITÉ Journal officiel

Luxembourg, le 27 mars 2002

(02) D/3498 - F 4

Réf: YS/mp - aven-contract-2703

OPOCE - A/JOLC

NOTE À L'ATTENTION DE M. C. NETO

Objet: Avenant n° 2 au contrat 1896 - ADL

Selon l'Unité Journal officiel, le prix complet stipulé par l'avenant 2 au contrat en objet ne peut s'appliquer au cas des "saving couches" ou autre cas où la prestation n'est que partielle.

Une première proposition d'ADL (annexe 2) a été refusée car insuffisamment justifiée. Sur base d'un échantillon représentatif, ADL arrive à un prix légèrement supérieur mais maintient son offre précédente.

Je vous propose de marquer l'accord de l'Office sur cette offre.

Y. Steinitz
Chef d'unité

Annexe(s): 2

Copie(s): MM. Raybaut - Gori - Dehoy - Bronquard

A.D.L.

Getronics Group

OPOCE 22 MAR 02 1147 10373

Bureau 1

CP-JOLC-A
DATE 26 MAR 2002
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L - 2985 Luxembourg

A l'attention de Monsieur Yves Steinitz

Nos ref. : *fg/DGR/901* Howald, le 20 mars 2002

Objet : Avenant 2, facturation des « saving couches »

Monsieur,

Suite à nos discussions au cours desquelles, nous avons déterminé ensemble, la méthode à appliquer pour déterminer le prix à la page équivalent PDF des « saving couches », je me permets de vous remettre en annexe le tableau appliquant la méthode et déterminant le résultat.

Ainsi, pour ramener le prix de la composition à la page équivalent PDF, nous avons pris de manière tout à fait aléatoire 80 cycles déjà produits. Sur base de cet échantillon représentatif, nous sommes à même de déterminer le prix moyen de la composition par page PDF (cf. tableau en annexe). Le résultat obtenu nous donne un prix pour le poste composition à la page PDF de 1,94 euro.

Soit, par application de l'avenant 2 en retirant le coût de la composition (cf. ci-dessus) et celui de la livraison (cf. bordereau de prix : 0,15 euros la page PDF), nous obtenons un prix à la page équivalent PDF pour les « saving couches » de 1,79 euro.

- 1 -

ADVANCED — DOCUMENT — LOGISTICS

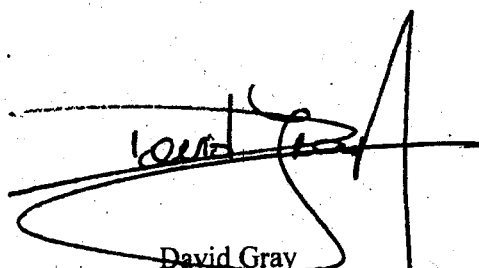
15, RUE DES SCILLAS L-2529 HOWALD (LUXEMBOURG) TÉL. (+352) 26 29 97 1 FAX (+352) 26 29 97 99
WEB) HTTP://WWW.AD-LOGISTICS.COM E-MAIL ADL@AD-LOGISTICS.COM

RCL: C23 TYA LU: 18340060 CEL (LUE): 17-328-968 CEL (EUR) 18-328-968-1

- $4,80 - 0,15 - 1,196 - 0,7728 = 2,710$ euros

Toutefois, dans le cadre de notre bonne collaboration et sur base de votre accord, nous ne souhaitons pas revenir sur le chiffre estimé précédemment et nous vous confirmons par la présente que nous facturerons les « saving couches » au prix de 2.668 euros la page PDF (produites depuis le 21 décembre 2001).

Vous souhaitant bonne réception, veuillez croire, Monsieur Steinitz, en l'assurance de notre entière collaboration.



David Gray
Directeur
Business Development &
Project Management Department

Copies : MM. Schweitzer, Vanhooft.

CALCUL DU PRIX MOYEN DE LA COMPOSITION SUR UNE ECHANTILLON REPRESENTATIF DE 80 CYCLES PRIS ALEATOIREMENT

[illegible]

<u>Prix plafond</u>	<u>Livr. PDF</u>	<u>Composition</u>	<u>Prix</u>
€ 4,800	€ 0,150	€ 1,940	€ 2,710



COMMISSION EUROPEENNE
DG BUDGET

CCAM

original: K. Tzannidis
cc.: Y. Kierulff
N. Langlais
V. Klemm

Bruxelles, le 13 -12- 2001

AVIS FAVORABLE N° 634/2001 DE LA CCAM

Consul. d. AOL x
Consul. d. bde, des etc.
H. Shub -
D. Brongard -

REUNION N°436 DE LA CCAM DU 05 DECEMBRE 2001.

Numéro du dossier:

CCAM(2001)825 et 1 complément

Titre du dossier:

AVENANT n° 2 au contrat n° 1896 relatif à des prestations de services dans le domaine de la consolidation, codification et refonte des actes législatifs.

DG/Direction/Unité:

OPOCE.

Montant global du dossier:

0,00 EUR

Contrat:

Nature du contrat:

Prestation de services

Procédure et base juridique:

Procédure ouverte - Directive 92/50/CEE portant coordination des procédures de passation des marchés publics de services, applicable en vertu des dispositions de l'article 56 du Règlement financier.

Montant:

0,00 EUR

Contractant:

GROUPEMENT D'INTERET ECONOMIQUE A.D.L.
(ADVANCED DOCUMENT LOGISTICS)
15, rue des Scillas
L-2529 HOWALD

Remarque:

• La durée et le montant du contrat-cadre restent inchangés (voir avis favorable n° 132/2000 de la CCAM).

Le Secrétaire de la CCAM,

Le Président de la CCAM,

Friedrich BRAEUER

Jörgen HOLMQUIST

Rue de la Loi 200 - B-1049 Bruxelles - Belgique, Bureau: B232 2/35
Téléphone: ligne directe (+32-2)299.60.70 standard 299.11.11, Fax: 295.06.71
Télex: COMEU B 21877, Adresse télégraphique: COMEUR Bruxelles

Secrétariat du Directeur général	
Numéro:	
Date:	19 DEC. 2001
Copie(s):	
Echéance:	

A.D.L.

Advanced Document Logistics Group

(02) A/573

annex 2

OP-JOLC-A
DATE 27 FEV. 2002
ATTR D. Shal D. Branger
INFO pour avis
Echéance 28.2.2002
Classification Cote ADL (F4)

Office des Publications Officielles des
Communautés européennes
Unité OP/A/2 - Bureau 307
2, rue Mercier
L - 2985 Luxembourg

A l'attention de Monsieur Yves Steinitz

Nos réf. : fg/dgr/895

Howald, le 26 février 2002

Objet : Avenant 2, facturation des « saving couches »

Monsieur Steinitz,

Conformément à notre discussion de ce jour, nous vous proposons de réaliser la facturation des « saving couches » en appliquant le tarif de l'avenant 2 et en y soustrayant l'ensemble postes du bordereau de prix de notre contrat liés à la composition des cycles, à savoir :

- La livraison du fichier PDF,
- La composition.

Grâce à l'avenant 2, nous avons un prix forfaitaire à la page PDF. Aussi, le tarif de la composition doit être exprimé de la même manière. Ainsi, au regard des données de production, nous pouvons dire que le tarif de la composition pour une page PDF se décompose de la façon suivante:

- 90% des pages sont des pages textes à 2.300 signes et donc $2,3 * 0,9 * 0,8$ (prix du bordereau) = 1,656 euro
- 10% des pages sont des tableaux à 1.380 signes et donc $1,38 * 0,1 * 1,49$ (filets) * 1,60 (prix du bordereau) = 0,326 euro

—ADVANCED—DOCUMENT—LOGISTICS—

15, RUE DES SCILLAS L-2529 HOWALD (LUXEMBOURG) TÉL. (+352) 26 29 97 1 FAX (+352) 26 29 97 22
WEB : HTTP://WWW.AD-LOGISTICS.COM E-MAIL ADL@AD-LOGISTICS.COM

RCL: C23 TVA LU: 18340060 CEL (LUF): 17-328-968 CEL (EUR) 18-328-968-1

Soit, par application de l'avenant 2, nous obtenons un prix de :

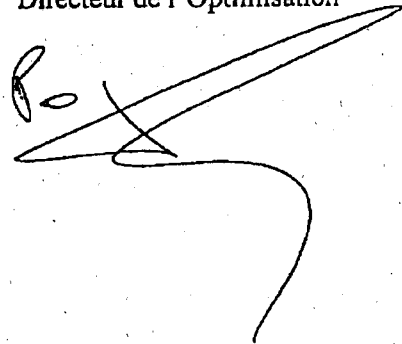
- $4,80 - 0,15 - 1,656 - 0,329 = 2,668$ euros

Sur base de ces chiffres et après validation de ceux-ci par vos soins, pourriez-vous nous formaliser votre accord, afin que nous puissions émettre les factures des « saving couches » (au prix de 2,668 euros la page PDF) que nous produisons depuis le 21 décembre 2001.

Bien entendu, nous restons à votre disposition pour tout complément d'information.

En vous souhaitant une bonne réception, veuillez croire, Monsieur Steinitz, en l'assurance de notre entière collaboration.

Guibert Vanhooff,
Directeur de l'Optimisation



Copies : MM. Schweitzer, Gray.

Attachment 2

Guido Strack
Unterste Blum 18
54332 Wasserliesch
(06501) 600207
(00352) 4301 38226

Guido Strack Unterste Blum 18 54332 Wasserliesch

Wasserliesch, 24.02.03

Mr. Paul Ghislain
European Anti-Fraud Office (OLAF)
European Commission

B- 1049 Brussel - Belgium

Re: OPOCE – OF/2002/0356

Dear Mr. Ghislain,

Please find attached one signed version of the Record of Interview of the Interview of 13.11.2002.

As the quality of the text wasn't too good I scanned and ocred it, to be able to make a complete revision. I thereby tried to limit changes to the absolut minimum for making the text understandable. Even though the tapes have not been available to me, I think the revised text now presents an accurate record of the content of our Interview.

I hereby formally request that the documents produced by me should be annexed to the interview record (see III.e)).

Should you have any further questions, please do not hesitate to contact me.

Yours sincerely,


Guido Strack



EUROPEAN COMMISSION
EUROPEAN ANTI-FRAUD OFFICE (OLAF)

INVESTIGATIONS & OPERATIONS

Legal Adviser: Internal Investigations

Brussels,
PG/ke D(2003-AC-894)

000851 24.01.2003

Mr Guido Strack
Unterste Blum 18
D- 54332 Wasserliesch
Germany

Dear Mr Strack,

Re: OPOCE - OF/2002/0356

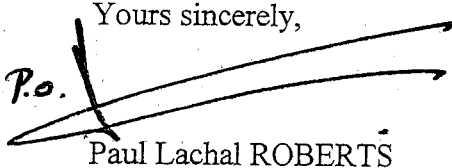
Please find enclosed in duplicate the record of your interview of 13th November 2002.

If you agree with the content of the tape transcription would you please send us back one copy with your signature. If not, you can also make amendments and send back the copy to us for correction.

We apologise for our delay.

Thank you for your understanding.

Yours sincerely,

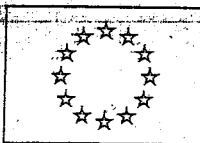
P.O. 

Paul Lachal ROBERTS

Contact:

Paul Ghislain, tel +32-2-298 48 77

Encls.



The EUROPEAN COMMISSION
EUROPEAN ANTI-FRAUD OFFICE (OLAF)

Magistrates, Judicial advice and follow up

Model 2

CONFIDENTIAL

RECORD OF INTERVIEW

Case Identification

Legal basis	Art. 4. § 2.2 nd sub-paragraph – Reg. 1073/99 and 1074/99
CMS No.	OF/2002/0356
CMS short name	OPOCE

Taken on 13th November 2002, 16:00h, at J 30 7/42 by Paul Ghislain, investigator (OLAF), and Declan Murphy, magistrate (OLAF).

I. Particulars of person interviewed

Name and First name: Mr Guido STRACK

(né Rünz)

Date and place of birth:

Koblenz-Moselweiß

- 07.11.1964

Address: Unterste Blum 18, D- 54332 Wasserliesch, Germany

Tel.: +49 6501 600207

Portable:

II. Is also present at the interview:

Mrs Karin EVRARD (OLAF) in her capacity of secretary/typist.

III. Mr Strack states:

I have been informed of the reasons for this interview.

I have been informed that:

- a) I have the right to express myself in my chosen language which is English.
- b) I have been called to this interview in accordance with Article 4, paragraph 2, second sub-section of the Regulations 1073/99 and 1074/99. I am aware that I have the duty to co-operate with OLAF in accordance with the rules laid down in the instruments based on Article 4, paragraph 6, sub-paragraph a) of the Regulations 1073/99 and 1074/99;
- c) This interview will be recorded on tape, and an official record of the interview may be drawn up;
- d) My statement together with the official record of this interview may be used as evidence in any administrative, disciplinary or penal procedures;
- e) I have been advised that I may request that the documents produced by me should be annexed to the interview record.

IV. Content of Interview

The interview concerns the allegations that Mr Strack sent by e-mail to Mr Bruener, Director General of OLAF on 30th July 2002. Your interview will be recorded, on the computer and on a tape.

Question: What are your functions? Can you please give us some precisions, and also tell us what your previous functions in OPOCE were.

Answer

I have been working since 1 April 2002 in DG Enterprise, in Directorate C, which is the (...) Directorate, in Luxembourg, in Unit C4, which is dealing with Communication and Events. And I am especially dealing with CORDIS, which is the Information system for FP6 and other community research initiatives. And I am especially dealing with the external monitoring of CORDIS. And I'll be prepared for (...) a Call for tender for Cordis. I am project officer for this monitoring contract with the company (...).

Before that, I was working at OPOCE, a publications office. I started there on 1 September 1995. I was working in CELEX, and already there I got into the consolidation business, so when I was employed my task description was in a way to get consolidated texts into CELEX, which was the community legal database system. At this time it was the only one because EUR-LEX did not yet exist. The idea was to get consolidated texts into that. From there I slipped more or less into consolidation itself. Consolidation, being the creation of documents, which have no legal value as such, but which represent the law at any given moment. So what we do actually is you have the Official Journal, which is the only legally valid source for the EU law. In the Official Journal you have? , because of a publication mistake, which could arise in any language, or any combination

of languages. And more important, we have Amending Acts. These amending acts do not repeat the whole text; they just concentrate on the ? which are amended. It could be, in the worst case, something like, e.g., in Art. 4, paragraph 1, second indent, the 'and' is replaced by 'or', and nobody knows what it is about. So what we did is try and put the pieces of the puzzle together into one text which you can read and where you have the text as it is at any given moment. So this is consolidation at the very first level. This consolidation section was in the same unit. As I was supposed to help to get the consolidated text into CELEX, I also had to deal with aspects up, what quality, what files (...). Since April 99, if I recall correctly, I was responsible for the section for consolidation in the Unit Official Journal of the Publication office. So the names of the Unit changed several times, but essentially it was that. It was a special section dealing with consolidation. I did this until I got my new job.

Question: Do you confirm the content of the e-mail sent by yourself on 30th July 2002 to Mr Bruener, Director General of OLAF?

Answer

Yes, it was written 3 months after I had left the publications office. I tried to recall some of the events in there even earlier. It was from my perspective as I saw things at that very moment.

Question: Could you briefly describe what you find wrong in the situation, make a brief summary?

Answer

I think the basic problem was that we had a call for tender, a public procurement procedure, which was won by a company which did not do the task before. It was a consortium of European economic interest groups in which there was one partner which was already involved in a lot of things at the publications office. The contractor who did the consolidation before – and we had a different way of doing it – was another company, a bidder as well, but who did not win, or did not win in the first place. So it was a framework contract which we concluded with two companies, which was first ADL, this new one, and the other one in second place, Euroscript, because of much higher prices.

I think the basic problem was that they underestimated the task; they made prices which they were not able to keep afterwards, so they were not able to earn money with it and even lost money with the prices which they offered ADL. The other thing was that they had huge technical problems, especially in the volume which they promised or had contractually engaged themselves into. The idea was that, when setting up the contract – and somehow I was involved in that as well, making the call for tender – we saw that we were going to have a huge amount of pages to produce. It was 10,000 pages a week, which meant in consolidation terms some 13,000 pages a week. We said in the call for tender that the bidder needs to engage at least for one third of it. That's why we made a framework contract. So we thought that we would have several contractors with nobody doing the full load, which would have helped us as well to have a reserve, and things like that, in case something went wrong.

We asked the contractors in the call for tender to make a declaration of which percentage of the work load they wanted to get, they were bidding for. And ADL bid for 100%, while the second one, Euroscript, as far as I recall, but I might be wrong, bid for only the third, so the minimum, with a phrase saying "we would be able in the duration of the contract to get to a higher amount." So they said we can do everything. They couldn't, and we can do everything at very low prices. So we did not have much of a choice because of course having (...) they had technical knowledge about dealing with (...) which is quite complex and very specialised, especially if you are doing it in parallel in 11 languages. We did not expect to get an awful lot of bids. We had four, I think. One was completely out of range, because they did not understand anything about it. And the third one was from a printer we had contracts with already in the office. But they weren't able to, even after asking them again, to provide one of the prices which was asked for in the price schedule, which was the maximal total price. So we had to go back before the contract with Euroscript, the old (...) contract, which ran differently, wasn't our base contract. So they were paid by IOWA (?), which had the problem that whenever they made a mistake, we asked them to redo it, and they did it on their times, and we could not control how much time they really needed to do a thing. So what we wanted to do and what we achieved to do is to get to a unit-based contract. But the problem of this was that we did not have any experience with it, because, as I said, before it was done more or less on a hand-gr(...) basis, and now we wanted to shift to an industrial basis, which you can see from the volume that you do not do 13,000 pages a week (...). Therefore we had a lot of problems of classifying what would be the right unit indicator and we had chosen quite a complex system of a very (...) in the main area of consolidation, 24 different units with supplements. If you look into the contract you will find the details. And to avoid the situation where we end up in a situation where all this amounts to something which we did not want to have and where we lose (...) and where we can't plan it anymore, we had two maximum prices which were both calculated on a very simple per day page-basis. While the other parts of the Unit-based (model) were very complex. (...) There is a difference if you have to integrate a modification into a text, you could look at the final text and simply count how many pages (...), and that's what they do now with the avenant. At that time we thought that wouldn't be a good idea, and we did not opt for that. Because if you have, you can have a modifier where you have a basic 100 pages in each language, and you have one word to be changed. On the other hand, you might have a basic (...) with just 10 pages, but you have 150 or even more modifications. All this is possible, all this exists. So we tried to find a very ambitious system to get the right balance, work load to invoice. And this third company – that's why I made this parenthesis – did not give the maximal price so we needed to exclude them, and that was agreed by the CCAM as well that they needed to be excluded because they did not bid for the call for tender as it was set up. So two were left. And with these two the contract was concluded. As a framework contract, meaning that we were obliged to use the first one. So phase 1: contract conclusion.

Phase 2 : Setting-up of the production. Along the contract, they had a phase of 3 months to set up the production. So after three months, the company was, after signature, obliged get to the percentage of production which they engaged themselves in. So in the case of ADL: 100%. As ADL was much cheaper we could not ask Euroscript for anything at the start, so we just asked ADL and they were obliged to do that. So we made a first test, and after this test, normally they should have delivered the 13,000 pages, or at least 10,000 a week (depending if they were OJ or PDF pages), and they did not. I can't recall. So we are talking about the period now: end of the year 2000. The contract was signed, if I recall correctly on 15 June 2000, which meant that the 3-month period would have ended.

on 15th September, and already there we had some delays, which were as well our problem because we did not get around with preparing staff on our sides. After this, even then, they never managed to get to this level.

So they could not perform?

They could not perform from a volume point of view, and they did not perform from a quality point of view either. They did not perform from an individual engagement point of view, in the sense that you have one "family" (a family means you have the basic act as it was published, the initial document + its modification, or corrigendum), and for each family we set up a very complex procedure (and our contractor unit was very much involved in that). We would have liked to have a much simpler one, but the contract people said "now you have to have a very complex procedure for 'bons de commande'". We need a 'bon de commande' in the sense of financial engagement". So we made 'bons de commande' for a whole package of families, and there we just had the numbers of the families, so the CELEX number of the basic of act serving as an identifier for families. They weren't 'bons de commande' in the full sense, because it did not mean that we needed to order those, but it set up a frame in a sense. And this frame was materialized by a so-called ad hoc dossier which then, for this very family, said 'Please produce it until ... and this will involve these acts, these modifications which you have to integrate. We ask you as well to check it, if these are all. But from our perspective we see that these are the ones to be integrated, and we estimate this to come up with a number of X pages. Even the volume description in "concretizing" exactly what they should do on the dossier, and as well in the idea fixing a deadline when it has to be delivered.

So we have three engagements normally. You have the engagement on the global volumes, which need to be achieved; we have the quality engagement of course, and this concrete engagement for each given family to be delivered at this given fixed deadline provided we do not go over the global volume which they have to deliver. None of the three was met.

Now we are talking about the whole period, at least until April 2001. We had the first test, I think, in October/November somehow, and from there we said OK, but you need to get up, and they said as well. They even provided plans when they will reach all these 13,000 pages, and they never did. The work was organised in a way that my section was dealing with all the things. Compared to ADL we had at this time not yet formally, but from the work load organisation, however, two tasks to do ourselves: one was to prepare the dossier, especially this ad hoc dossier, and to get all the electronic files as far as they were available to us, which means all this consolidation takes place on an electronic level: not Word files, but stml files. Are you familiar with that? Do you know html? You need to have an electronic file in a very specific format. If you know html, that's the thing which is behind the Internet, and there you have so-called tags which give you information about how something should be presented in html. (Here come a few technical explanations). Stml looks to be the same. From the philosophy, it's different because it is not presentation of something, it's structured. What we have as tags is something like titles, end of titles, subtitles, end of subtitles, footnotes, articles, article headers, lists, list elements, things like that, millions, tons of stuff. There is a very precise set of rules, called DGD, which defines how this has to be tagged.

So what we said to ADL would be that - and that's in the contract as well - the basic end product they had to deliver for each consolidated document was an stml file, to be in fact 11 (because we did it in 11 languages). And this stml file has to follow a DGD called

act and we had one other, which was a very special issue as well to treat special cases. But that we could leave aside for the moment. And this DGD is part of a larger framework which is called "formex", which stands for something which I do not know, something like interchange format. And this is the format used by the publications office with its contractors, so with the normal GO printers. They as well deliver nowadays files in electronic format, called formex 33, version 3. And this then is used to display it in EUR-LEX for example, in telex for example, and to derive other things from it, to put it into data bases so you can search it. And the problem is that this is quite a new thing which went into force on 1st April 1999, if I recall correctly. Before we had a formex 32, which was just 10% of the richness of formex 33. Sometimes you have electronic files, sometimes you have electronic files where you have all letters in capitals or in special letters, and sometimes you do not have anything at all.

So before you do the consolidation, you need to have those support source files for each of the acts (the basic act, for the corrigenda, and for each of the amendments). You have to have them in formex 3, so to have a common level of format, because what you do then afterwards is very simple: you take a part from there and you put it into the other, and it only fits into the other because it's the same format.

They did not fulfil the targets, and we had one part of the sector preparing it and getting the source file, or asking ADL to prepare the source file; and we had another part of the unit controlling what was coming back. Controlling means pure technical control, on the one hand, which is (disparsing?), and then some sample spot checks. So we did not have the manpower to control 13,000 pages intensively. But there was some logic with where you put control, and especially for the modifications themselves, we controlled them, and whenever we thought they found a mistake, we sent it back to ADL. Normally in the contract some penalty rules were foreseen for that. I think there was a rule that they should pay € 1,000 per mistake, something like that. The problem is not legal texts; but normally in legal systems, if you do not already have the lawmaker publishing them, the private sector takes care of it. Then, no judge in Germany e.g. will use the Bundesgesetz.... They won't go back to the archives; what they use is a private law thing called X, and the lawyers and everybody uses this. One idea of this whole consolidation thing is that this consolidated text will play this role in European law. If you have a mistake, it could be a very serious issue. So you need to be very strict; and these rules are minor compared to the ones which we have in the publication (...), because there it's 5,000 (...). And then there is a thing per page. €1 per page + 1,000 per dossier concerned. And they were never applied. No penalties were ever applied, as far as I know.

Do you know why they were never applied? Did you receive any explanation, or did you ask for any explanation for this?

Even though I am a lawyer, I am not a very "formalistic" person. So what I did is I asked my Head of Unit what we should do. He said we should prepare a note to the Unit which was given the contract, because it was a bit unclear as to who would be responsible for that. Would it be my Head of Unit or the Head of Unit from the so-called contractual services in OPOCE. I think what we did is that I drafted a note for my Head of Unit from him to be sent to the legal department at OPOCE. At least in one or two cases, these notes really went out. As we never got any feedback on that, we did not continue with it. I know that at least in one or two cases, Mr Steinitz, my Head of Unit, sent these notes. In others, he did not. And then there were continuous negotiations and talks with the

contractor, and sometimes we tried to settle these things otherwise, but there was no pure "formalistic" approach. What we did on a working basis, we sent these things out on a massive level. [end of side 1 cassette 1]

So what my people did was we sent out a lot of quality complaints, and then ADL was supposed to change those things, and re-deliver corrected files, which at the beginning they did not do at all. Then we went into a second phase because we got mounts and piles of corrections, because we simply turned everything back when there was a problem. (...) Then I went to ADL, some of my people went to ADL trying to find some compromise. When something was not really that important, we dropped it. We kept the more important cases. Most of them were then re-delivered, but not in the schedule which was fixed. There were lots of delays because of corrections. But my hierarchy knew about these quality problems. They suddenly knew about the volume and planning problems.

How long had they known that?

Mr Steinitz was aware of everything that happened from the very beginning. Mr Raybaut came only in later, but he was already aware at the latest from before 1 April 2001 because we had this meeting. No, it was May. I think the meeting was in May, so he was aware at least in the sense of the preparation of this meeting with ADL, and I do not know in how far he involved Mr Cranfield at this stage. As far as I remember, the contract was signed in June. In September we had some problems as well, so we came up doing the tests in October. They promised us to get up to the 13,000 pages, at least until the end of the year 2000. In April 2001, they hadn't been there at all, neither quantity or quality. Quality: there were 50% rejections (half of the things were sent back to them). As far as quantity was concerned, it was between 1/3 and 50%, so clearly under-performing. But ADL always said: OK, we stick to that 100%. They were never willing to give away 1% of their volume. With Euroscript we ran out the old production and the old contract till 8th December 2000. That was the end date of the old contract. But this time they still had a team for consolidation. Knowing at this time that ADL would not manage the full production, it would have been easy to say OK, let's give one third to Euroscript, you are in a better position, and we are in a better position to have two contractors, so we don't overload you, and we are sure that we get the volumes we want to have from two sources. OK, we pay a bit more, but at least we have it. But this was not done, and I proposed that to my boss, especially to Mr Steinitz, but there was a decision not to do that, and in a way we could not do that perhaps because ADL was not willing to sign in that. They said no. We said 100%, we engaged you 100%, and they kept the engagement. In the meantime, their project director changed.

And then they came up with complaints from their side starting in the spring of 2001, saying that some things had to be done like that and invoiced in that way. The problem was that we had asked them right from the beginning to come up with invoice models at least because we knew that because of this very detailed unit-based invoicing scheme and price scheme, that would become a problem. We asked them to come up with those, and they never did. What they came up with was complaints in the springtime, especially on very technical issues again, especially on the source file issue (...). Even though they did not do the things they had to, they were complaining: "Please give us more", which was a kind of absurd situation.

There was a big meeting on 2 May 2001, I think, where participants were from our side, Mr Steinitz, Mr Raybaut, who was relatively new in the office at this stage, and myself

and Mr. Brancard ?, who was with the "cellule financière" of the Unit, - and I think he was present at the meeting as well - and some ADL people. We discussed all these complaints from ADL. Before that meeting I made a big briefing file, which I think I included in my e-mail, where I described the situation (...) and tackled each of the complaints of ADL, and gave my position, which was quite a contrary position of course.

What were the results?

There was a compromise on all points, which wasn't supposed to become an "avenant" to the contract. So we tried to find some gentleman's agreement in the way of interpreting the contract, which wasn't even signed by both parties, and which was distributed by Mr Cranfield, so he was aware of that as well. I mean it was quite an important issue if you have such a contract.

Question: Do you have a copy of the compromise agreed by ADL and in May 2001 ?

Answer:

I think I sent it to you. I think it is in the file. If not, call me, and I'll try to send you one. I mean that was the problem why I did not send it by paper, because I had a lot of things electronically and so it was the easiest thing for me to send it by e-mail, with attached e-mails, etc., which gives it a quite complex structure, if you want to print it out, you do not get it completely. Well, I think I have it. But I don't have it from my office name any more. I don't know if I have the compromise, but I have the paper with me here. May I have a look. This (...) paper which I made for 18/4, so this was in advance to the meeting. (...) So that was the preparing dossier from our side, and of course there was the ADL dossier, which I might not have any more, and then there was -I certainly have a copy somewhere - a compromise on each of these points. You can keep it. I have it on my e-mail.

They promised everything was going to be better and faster, and that we would be satisfied. This was in May. We went away, and everybody was thinking that now most problems seemed to be solved, and things would become better.

What was the situation?

There was some improvement as far as quality, quantity were concerned, but they never managed to get to near to the 13,000 pages. The planning meanwhile was completely "abandonné" anyway, because initially as I told you in this ad hoc file we should have been the ones, and that's what our financial department, especially Mr Slatbauer ?, who was at this time in there, asked us, that we should be the ones to fix the delays, which was not that clear in the contract. In the contract it said that we fix it, but the problem is you can't say OK I want 3,000 pages tomorrow. Anyway, there is a reasonability criterion, even if it's not spelled out, it exists. And then it's of course difficult to say what's reasonable and what is not. The funny thing was that in their offer ADL said that they would be able to tackle not more than 2 "couches" a day. A "couche" means you add one modifier, then you have an end product, and this is an end product for us. And then you take this as a basis, add just one more modifier, and you have another end product. So you have intermediate end products; and then you have the very final most important end product which is the version where all amendments up to now are included, which is

the up-to-date version. The reason for this is to stay in the logic, because if you have things like "and" and "or" replacing, and afterwards it returns, you don't find the "or" any more. You need to do one by one to be sure that you do it correctly. And there was also the reason that a long time ago the Court of Justice had asked to have access to (...) version, because when they are dealing with Courts cases, they can only apply the law as it is now, but in some cases, they might need to apply the law as it was three, four, five years ago. So they have made it clear that they were to have accessibility to the law in its consolidated version at any moment in time or history of the act. Now, I lost track of what I was saying. I was talking about deadlines. So a "couche" means you have one modifier included, and in their offer they said not more than 2 a day, and in reality they took 3 weeks at least for one. The problem was that they always promised us that the next week or at least two weeks later they would have a fantastic planning system, available for us as well on the Internet, which would allow to see each family, where it is, and when it would be delivered. So they completely ignored the delays we fixed, and in a way we did it fictively afterwards. We always said three weeks, which in a way is a delay in which you could do most of the families anyhow, but this was never regarded, and even then, until the last day I was at OPOCE, we never had an overview about when things would really come, because they shifted plans around and even their own plans. Sometimes they transmitted to us plannings, but they were not worth the paper they were written on. The only thing we could get them to do was that in some cases where we really had the need for something to be there at a given moment because someone else had asked for it, then we had a chance to get it. (...)

Question: What about irregularities? Do you have knowledge of some irregularities committed?

Answer

Yes, I think one irregularity was perhaps that no penalties were applied. If the contract says there should be penalties, and if you have one bidder calculating the cost of penalties into his bid, and the other knowing that no penalties would be applied, or factually having no penalties applied to him, that is a perversion of the (...) procedure. This is one problem, which is also the case for gentleman's agreements. But in a way that interpretation of the contract, we would have had the same thing with another contractor. For me, the real irregularities start afterwards. This compromise in May 2001 for me was in a way the last limit we could reasonably go to. We know that it is a complex thing, and that three months is a very short period for such a thing, and they have to recruit and train people, and all that. Until there I had no moral problems to live with. I was optimistic that things would improve. I was working very hard on this; I spent at least 60/70 hours a week on this, week-ends included. What happened then was that ADL did not stop complaining. So it was quiet for perhaps 2 months after the compromise, and afterwards it just re-started, not with new things, but just with the old things, telling us that they still did not make enough money and that we would need talking about it again. What happened then was that I was excluded from this, so I did not know what was going on.

Why? Were you given any reason for this?

I know the reason. My Head of Unit once said to me that I'd better not be involved in this. And the Director General said to me it was a political issue and I was not supposed

to get involved in that, that I was dealing with the application of the contract, and not with the political issue. I knew for the first time I was involved in a sense that I was invited somewhere in the summer 2001 to a pre-meeting where the (...), Mr Raybaut, Mr Steinitz, Mr Bageler ?, who was dealing with the technical aspects, were there. So we had these complaints from ADL coming up again, and then we scheduled this other meeting. It was a preparation for a meeting from Mr Cranfield with some very high-level guys (A from ADL, and B from Getronics, which are behind Infotechnique?, which is behind ADL.

Question: Was it the first time Mr Cranfield participated in the negotiations with ADL?

Answer

As far as I know, yes, in the sense of direct participation. No, you can't say that because even in this May thing he was addressee of letters from ADL, as far as I recall, and he was the one sending the compromise out to ADL afterwards. I don't recall who signed it. It was definitely one of the two, either Mr Cranfield or Mr Raybaut. I think Mr Raybaut signed it, and Mr Cranfield dispatched it to ADL with a cover letter. Mr Willway (?) who is the Chairman of Infotechnique (?), had regular contacts with him. So they might have discussed that on any other occasion. I do not know. But as far as official meetings are concerned, this other one that took place in the summer somewhere was the first official meeting between them, and I think it was the first one where this Getronics guy was, whose name I do not recall. I asked for some minutes at least of that meeting, but was told there were no minutes. Mr Nato ?, who is deputy Head of Unit of Mr Steinitz, did not know anything about the whole problematic going on. By chance, they got something where at least the main ideas of that meeting had been recorded, which for me, is the minutes, and which I asked Mr Cranfield and confronted him with, and told me "no, no, these are no minutes". After that, I no longer heard anything about it. I once heard something about a meeting between Mr Raybaut and ADL one afternoon about consolidation. During the meeting with ADL they told me OK this afternoon we're going to see Raybaut, and I did not know anything about it. At some stage, I think, I got a mail from Nato as well that Raybaut was asking to be briefed on the latest consolidation. He did not contact me, and Nato ? got it, because Steinitz was away apparently, then I got it, and then I made a reply to Raybaut which was dated from October. I think I have it here as well. There I explained the situation, and they should have (...) concrete figures about the volume delivered and rejection quotas, and there was still a lot. The next thing I saw or heard about was that there would be an "avenant" to the contract and that we were supposed to ask to make new "bons de commande" for source files to ADL. In the first place, for families which were going to be consolidated. The idea of the ad hoc dossier was to say OK, it's family (...). For a larger family we ask for everything related to that family, the source file and the production of the consolidation, we put all that together in a file where we estimate the volume and fix the delay. That was the initial idea. The idea behind that was to say OK, we don't want to have source files produced because we do not know if we still need them when we come to consolidating that family. The problem was for legal acts, there can be an "apogée" (?) at any time. When an act was repealed, of course, it did not need to be consolidated any more. 20 per month at least are repealed. We did not want to run into situations where we produce families which are not necessary. So we want to have the period from the decision to do it until the moment we have it to keep it as short as possible. Then there was a compromise. I think ADL sent us a letter somehow saying that they will not invoice or

reimburse source files costs. But for me, it meant extra work as well because our whole production method was situated with this per family-approach, and then we had to make massive queries and find ways to find out which source files we needed in the next half year instead of doing it on the one-by-one basis. Afterwards, in December somewhere, there was even the idea to ask even more, and then they were coming up with things which had already been consolidated in the old system. So from my perspective, this was complete nonsense to ask for the source files again for something which we had already done or to ask even consolidation of it again. There was one reason for it, in the sense of consolidation source as well as a source for codification. We did not manage to transfer some of these old acts into the new system. So there was a technical operation, a conversion procedure, and for some it did not really work. However, it would have been easier to just re-encode this consolidated text (...) Of course, you would not have had all the history, but I think it is something we could have lived with. But ADL did not stop. They wanted even more, and I think they made a compromise somehow that they should get 250,000 source files demanded, and I did not know how this whole story ended then, but that was it after I left already. And I was not willing to cooperate with that. The problem was this, that we needed to come back to the source file and consolidation production differentiation. In the call for tender we clearly distinguished these two procedure types, and ADL said they wanted to make a profit in the first part in the source file. In the call for tender we had a table where we calculated a huge amount of source files. I think it was 700,000 pages. This was wrong. The table as such was not wrong, because the problem there was that we made a table where we had the number of source file pages related to a family of a given year. E.g. if you looked at the year 52, which was the first one (...), for producing each family of the year 1952 (...) the source files which we would need, then we made an estimation, which we could already have – in that case nothing because it is too old, but for the recent ones, we could have had something already – and then we came to a number of pages of source files which we might need for that year, and then the same for the next year. Now the problem is that you have two decisions which are the two Norwegian decisions: Council Decision 1 of 1995 and 101 of 1973, if I recall correctly. No, it is decision 1 of 73 as well, but the (?) number was 101.

Could you please clarify those numbers?

The CELEX numbers are 395D0001 in the one case and 373D0101(01) in the other. These are the two decisions which undo the planned accession of Norway. So what they do is they change in 200, 500, whatever ... secondary Community Law the amendments which before had been in the accession agreement, in the accession treaty. The problem is that these are both relatively big. I think one has 100 pages and the other 200 pages. If you now calculate per family, you have a lot of families who disappear, with 100 pages multiplied by 11 because of the languages, you already have 1,000 pages per family. If you do that, and you add it up simply at the end, you simply add up the sub-total, you get a complete false picture. Even so, from a pure mathematical point, it is correct, because you need to treat that, because we were not able to say OK we will treat this source file already in family X because nowhere it was fixed in which all the source files should be treated. And that's why they were included everywhere. That's what made up the 700,000 pages. It is those two extremes. There are some others because there are lots of other modifiers which ...

(END OF TAPE 1)

In the call for tender we had a table, which from a pure logical point of view, was correct because it was based per year, but which was able to give the wrong impression. But my decision was that in the contract it said in the (...) laws in Art. 2 or Art. 4 where it says that the Commission does not engage to ask for the full amount of work and could at any time reduce the volume of work. The whole contract in principle is that we just have the possibility to ask for (...) and we do not engage ourselves in anything in the sense of volume. ADL always said OK we want those 700,000 pages because otherwise we won't be able to (...). That's the basic idea; I don't think there was any corruption, but the problem was that there was political pressure for the office to get this consolidation done. Initially it should have been done till the end of 2003. Now they are talking about mid-2004, especially in the context of codification as well, and in some relation to the amendment of the new member States. Everybody knew that ending the contract with ADL would have the only consequence to (...) In my view if you go for it (...) would have meant that (...)

So the only alternative not to lose this political goal to have consolidation done was to find an arrangement with ADL. So on the one hand, I understand that, but on the other hand, I think if you do that you do not need to make calls for tender any more. Because what happens now is that we in a way become hostage of the contractor and they dictate us what we ask for, and they even dictate us an amendment to the contract. That's what happened then after all these negotiations, in which I did not take part. There was an amendment to the contract made which was leading to the fact that the former maximum price for consolidation was changed into a fixed price per page, which had some advantages as well, in the sense of reducing the amount of work load for us in the (...) procedure, because this horrible concept of several different invoicing positions (?) made this very difficult to count and to control. However, this document was already (...) because I developed on my own and against the wish of my Director, because he, in a meeting said to me we should not care too much about how to collect all these invoicing data for the control services. It's about how many units of a given unit dated, how many characters, how many modifications. So we should just rely on (...) for this. I thought it would be possible, and I proved that it is possible to calculate all these units from the electronic files which we get – it's quite a complex thing, but we can do it. That's what we did, and the application for doing this was already built up at this moment of the avenant and it was working. So our financial guy was already dealing with that all the time. Perhaps now it is a bit faster; he just needs to look for the number of pages, but he was in full control of it. The former maximum price was now changed by a fixed price per page for the consolidation; this was higher than the older one. These are figures which I do not know exactly, but I think, they were changed from 4.80 for the production as a maximum price in the old days + 22 cents for the delivery of the page to 5.02. This was vis-à-vis the CCAM which was not involved. I didn't know about anything. (...) founded with the argumentation that ADL will produce less pages thanks to the so-called saving "couche" problem, and these saving couche pages would not be involved at all any more, and this would in a total lead to a reduction of I think they mentioned 14%. What happened then afterwards was the avenant was signed on 17 Dec 2001, I think. Then we had the problem that we had dossiers at different stages of the production. So we had dossiers which were completely delivered, which were accepted. There were dossiers which were in the middle of it, where some pages had been delivered, and some others not. And we had a lot where we only were half-way (...) it was sent out on the basis of the old contract, then the contract changed. The question was then "What should apply there?". There Mr Steinitz's policy was to apply the same for those. The borderline was anything that was not yet delivered would follow the new contract, which

in my understanding was a bit doubtful. But the major point then afterwards was that - this was for me at a stage where I was not involved in the things I had to execute (...) - even if in the avenant it said (...) they applied the avenant even for the so-called saving couche thing. All this amount of pages which had led to the theoretical reduction of 40 (?) %, which was the basis for the CCAM, I think, because I doubt how the CCAM would sign a (...) for an avenant to the contract if it costs more for us. They have no benefits for the Commission. Then it was reduced by applying even a price on this, which was not a full price, but then there was this exchange of letters between ADL, Steinitz and Monsieur ?... . You have the final note of this. The avenant was made to the contract, in my view, so that the contractor could make his benefits. We never applied penalties, even though they were in the contract. We never enforced our contractual rights as far as delivery & invoicing are concerned. We asked for things which we initially did not plan to ask for, just to give them a chance to make more return. I mean that's my view. I don't say it is like that, but that's the way I feel, and that's why I quitted.

Question: Was there any corruption involved on behalf of Commission employees?

Answer

I don't have any indication for this. The only indication I have is that I got a present from ADL in September 2000. My daughter was born.

At this stage I don't know whether you're going to say something that might incriminate you in some act that you should not have been involved in.

No, I can say it, I turned it back. I got a cheque of 10,000 Belgian francs (= €250) to buy myself a present for my daughter and I turned it back. I reported it to Mr Steinitz, who said I should turn it back.

You have no proof that anyone else received any improper inducement. Do you believe that only you received that improper inducement?

No I really think that the basic problem is that we are opposed to situations where you cannot handle. I'm not even sure, apart from the fact that I have personal problems with them, I've always been happy with the situation and how they treated me. But I think the basic problem lies in all these procedures, I mean all this public procurement where it takes one year to get a contract, and that inflexibility - you can't change anything afterwards any more in a normal way - and then you have the political pressure on the one side; the contractor which is the only one who could do the work has a certain influence. It's just the way ... where can you still go with them, and where can you find a fair compromise? And where do you give yourself completely into your hands? And there I would really like a clarification from your side. Where is the borderline?

Yes, the border is between a serious contractual problem and irregularities involving your hierarchy.

Yes, but if your hierarchy starts doing things what do you do?

Is it the position that this company in fact blackmailed, the Directorate saying unless we get more profitable contracts, we're not going to continue this contract. The Directorate is

faced with severe political pressure to get the job done. To some extent, the job has to be done regardless of costs. If we cannot stop enlargement over half a million €

it would not have stopped enlargement

or even delaying the process ...

There was always an argument from Mr Steinitz as well, that to compare the costs with the costs of Euroscript. He was right that ADL was still much cheaper with all these things than now. It is still much cheaper than Euroscript would have ever been. But is this something which could account?

Is this a situation where you feel that there should be a better, a stronger enforcement of contractual rights, there should be better procurement and tendering procedures.

The one can't go without the other. The problem is the OPOCE as well. You have very specialized power, and you have your contractors. You are not in a situation where you really go on the market and get 100 offers from people you never heard about, and you can choose the best. You have your contractors and you know that if they step out, you have a serious problem, and you don't find anybody any more. And then over the time, there is the establishment of practices in the way of what you can do and how you deal with penalties and all those things and they know. And they try to push into their direction. I think the more you go in one contract, the more you risk to be driven into the next, because they learn, and they will advise us next time. Sometimes you have to pay the price, and my problem is also that I come from a legal background, even though I said I'm not so "formalistic" myself. There is a borderline, and for me, this was over the borderline, especially if you are going to prepare dossiers like the CCAM dossier. And then you go in the other direction. They knew when preparing the CCAM dossier, they must have known, that it is not a saving, that it could never have been a saving. All this was initiated by ADL to get more money out of it. So how could you go there and say it is a saving.

Question: What could your hierarchy have done that they did not do given the whole situation?

Answer

I think the problem started in the early days of the contract. There they should have said to ADL "So you have till the end of 2000; you are there or you are not there. If you are not there we apply the penalties on the contract for each and every page until you step down, until you say 'OK we do not want to have 100% any more; we want to do a 1/3 we want to be realistic, and that's why you can't get a Euroscript into the place'. And having Euroscript into the place, there could have been alternatives. I mean I had a personal problem with that as well, not to make that written and too much in the papers because the mother of my children was working at Euroscript, so I didn't want to be officially pushing too much into that direction and give the wrong impression. She is not anymore. That would have been a good sign and a way of dealing with that. The other sign would have been in summer 2001, when ADL came for the second round, clearly giving them a stop sign. We had been at the borderline in May, we had made the arrangements. They had agreed to that. So why did we do all that. If they had just been

stepping in again, and we are doing as if there was nothing, and we just go on negotiating, I think these are the main two points where you should have gone into the other direction. And I proposed that. The other thing is we have had mistakes earlier on. I think they still have a completely under-equipped legal department. If they had a sound legal department, they would have had to test our contracts, question if our way of doing was reasonable, have more time to prepare the call for tender there was enormous time pressure from the beginning of this project. And of course, if you are under pressure you make mistakes, and that's perhaps why we had this table and we could have given a wrong impression.

The function of OLAF is to investigate fraud or other irregularities, in financial terms. It does not seem, from what you are saying, that there was any fraud, and you think there probably wasn't any fraud I just want to summarise. The other area would then be irregularities have to be something with more than making bad decisions, or not making decisions that in retrospect maybe should have been made. It has to be someone doing something nearly akin to a fraud, something that you can look at and say what you did was wrong, not that you've made a bad decision. So it would then leave a situation, looking at this, that possibly what we should be looking for, or what should happen is that somebody should look into the way your Directorate deal with contractors, deal with the tendering process, without saying that a particular person is guilty of an irregularity you are liable to dismissal possibly demotion, refusal to appoint you up to a higher level, and it is a kind of disciplinary level.

So is this the end?

No I am just trying to talk which – we are not saying anything. I'm just trying to find out where we would go we do have a fraud. So you think that the area would be the dossier sent to CCAM and that there was no saving

and the payment for non deliveries.

You think these are the two most severe points? So the CCAM dossier and the payment for work that was not as reported just to make sure that they get an overall profit on the contract.

Question: When did Mr Cranfield join? He wasn't a Director General when the contract was entered into, was he ?

Answer

I don't know.

He was not there when the contract was prepared, was he?

He wasn't there when it was prepared. And if he was there, he might have been there in mid-2000. I'm not sure.

There is something that I have not mentioned yet. There I do not have any proof. I heard it, but I can't prove it.

The former second man of OPOCE, who is now Director at the Parliament is a Luxembourger. He was claimed by ADL; he stepped back from his office at the

publications office for a while and during this period apparently he worked as a private consultant for ADL in the procedure for call for tender. Afterwards, he stepped back. Mr Raybaut in a way took his post which then was a director's post.

One of the things you said at the outset is that the company had not got the experience, had not got then staff and were not competent to take on the contract.

They did not put enough effort, they did not put enough staff in it. They underestimated the workload. I wouldn't say they were incompetent. It wasn't in one month that nothing was right. Even in one day you could say that 95% of the staff was OK. But there were some mistakes, and we did not want to get into a situation where we would let through the level of mistakes.

Question: Is there anything you want to ask us?

Answer

Yes. What will happen next?

In fact, we'll review what you have said here, we'll review the file and decide what the next step is. This is the first step in the procedure. We'll go over and look at the whole. And the investigation has been opened it is an ongoing investigation and we see where we will go, or where we can go with it. Procurement contracts always have difficulties, even in private sector there are difficulties. Our competency is in relation to fraud and irregularities, OLAF's duty is to protect the financial interests of the E.C. from fraud and other irregularities and that is what we have to focus our efforts on to see is there anything – what falls within our competencies .

Just for illustration on payment, the classical case which we have which appears quite often is the so-called Eurodisclaim. What is that all about? As you know, we now have the Euro. Before we had the ECU. There is an act which says that every reference to the ECU should be read as a reference to Euro, which in a way is an amendment, which would have meant to replace thousands of ECU statements by Euro, which would be a very costly and cumbersome effort. So we decided not to do that, but to have a little box on the so-called cover page, where you have a list of the basic act and all the amendments saying please be aware that due to this act No. X, our reference to ECU should be read as a reference to Euro. So the question was how should that be priced. In the old days, we used some of the unit and there was some negotiation with ADL to do that. So in the end we came up paying some € 50 or something. What happened now due to this new contractual thing is that they said this is a new deliverable. So we don't look at this Euroclock. We just say this is a single act, because the Euro act did not do anything else to the act, just modify this. So this is a level as any other in a way, and now they apply this 2.8 price per page for the whole act. That's fair enough, if it is just the one page. If it is 10 and you have the factor 11 in your head, or 100 pages for the basic act, then this counts. It really is money. That's where a lot of money is spent on nowadays.

Before we spent a lot of money on the effort, which was in a relation to the effort. Now it's not in relation to the effort any more, because it is just under pure amount of pages which is by chance. This is why it is a crucial point because that's where most of these saving couches come from now.

I have one question: Who knows about all this now? Is it just OLAF and me, or is there anybody else, especially at OPOCE who already knows?

Not at this stage. But the reality is that as the investigation progresses, if it progresses, obviously other people will come to know about it. If your allegations are pursued, they have to be put to the other people who were involved in the contractual dealings in tendering process. So the reality is that at some stage everybody in there will know. It will be some time before people know because we will go on a step-by-step basis. Have you any difficulty with that?

No, I imagined that when raising the problem. If my name would have been kept out by the pure fact of what it is all about and what knowledge you have. If you do not want to spread it around, and you want to just have another view on it. Jean-Marc Dehoy (?) may be someone to talk to because he is the one who followed this; he was working in my section dealing with the financial things, and we often spoke about these things. He doesn't know that I launched all this.

Where is he now?

As far as I know, at OPOCE.

How long will it take? So I will get your protocol and I will be informed whatever the decision you take.

Eventually. I mean at this stage you are part of an investigation, you are witness. But we don't liaise with witnesses in general and tell them what we are doing. This is the first step of the investigation, so we will not inform you in a virtual delay, because the investigation is still in progress.

As long as I do not hear anything from you, it is still in progress. Otherwise I will get a closing message from you. Is there any possible way that it could turn around against me?

No. We can make you no promises, but under what is called the whistle-blowing decision, no adverse consequences can be taken against you. In other words, you cannot be demoted or dismissed or anything like that.

The problem is that for the notation Mr Steinitz or Mr Cranfield will be involved, because during the time which will be notated, I was under their supervision.

I think you refer to a Commission decision according to which there should be no negative consequences. We cannot enforce, all we can do is make you aware of the decision. Provided you go through the procedures. And under that decision as well we are obliged to tell you how long the investigation will last. You will be notified once we assessed all the evidence and we will let you know as soon as we can. We will forward you a typed version for your signature and amendment. You're entitled to amend if it does not reflect what you have said. When it is signed, you return it to us.

V Conclusion

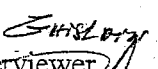
I confirm that I have read the record of this interview and I have been given the opportunity to make any comments or clarifications that I wished to.

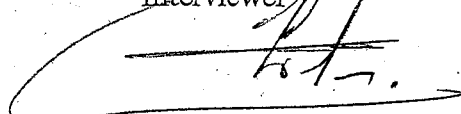
This interview started at 16h00. and finished at 17h45, without any interruption.

Signatures:

Mr. 

Person interviewed

Mr. 
Interviewer

Mr. 

Person present

III. Mr Strack states:

I have been informed of the reasons for this interview.

I have been informed that;

- a) I have the right to express myself in my chosen language, which is English.
- b) I have been called to this interview in accordance with Article 4, paragraph 2, second sub-section of the Regulations 1073/99 and 1074/99. I am aware that I have the duty to co-operate with OLAF in accordance with the rules laid down in the instruments based on Article 4, paragraph 6, sub-paragraph a) of the Regulations 1073/99 and 1074/99;
- c) This interview will be recorded on tape, and an official record of the interview may be drawn up;
- d) My statement together with the official record of this interview may be used as evidence in any administrative, disciplinary or penal procedures;
- e) I have been advised that I may request that the documents produced by me should be annexed to the interview record.

IV. Content of Interview

The interview concerns the allegations that Mr Strack sent by e-mail to Mr Bruener, Director General of OLAF on 30th July 2002. Your interview will be recorded, on the computer and on a tape.

Question: What are your functions? Can you please give us some precision's, and also tell us what your previous functions in OPOCF were.

Answer

I have been working since 1 April 2002 in DG Enterprise, in Directorate C, which is the Innovation Directorate in Luxembourg, in Unit C4, which is dealing with Communication and Awareness. And I am especially dealing with CORDIS, which is the Information system for FP6 and other community research initiatives. And I am especially dealing with the External monitoring of CORDIS. I prepared for 2 Lots of a Call for tender for CORDIS. I am project officer for the monitoring contract with the company CARSA.

Before that, I was working at OPOCE, the publications office. I started there on 1 September 1995. I was working in CELEX, and already there I got into the consolidation business, so when I was employed my task description was in a way to get consolidated texts into CELEX, which was the community legal database system. At this time it was the only one, because EUR-LEX did not yet exist. The idea was to get consolidated texts into that. From there I slipped more or less into consolidation itself.

Consolidation, being the creation of documents, which have no legal value as such, but which represent the law at any given moment. So what we do actually, is you have the Official Journal, which is the only legally valid source for the EU law. However, in the Official Journal you can have, for example Corrigenda correcting a publication mistake, which could arise in any language, or any

combination of languages. And more important, there are Amending Acts. These amending acts often do not repeat the whole text; they just concentrate on the parts, which are amended. It could be, in the worst case, something like, e.g., "in Art. 4, paragraph 1 second indent, the 'and' is replaced by 'or' and nobody knows what it is about. So what we did is try and put the pieces of the puzzle together into one text which you can read and where you have the text as it is at any given moment. So this is consolidation at the very first level.

The consolidation section was in the same unit. As I was supposed to help to get the consolidated text into CELEX, I also had to deal with aspects of quality, file availability and with related legal questions. Since April 92, if I recall correctly, I was responsible for the section for consolidation in the Unit "Official Journal" of the Publication office. So the names of the Unit changed several times, but essentially it was that. It was a special section dealing with consolidation. I did this until I got my new job.

Question: Do you confirm the content of the e-mail sent by yourself on 30th July 2002 to Mr Bruener, Director General of OLAF?

Answer

Yes, it was written 3 months after I had left the publications office. I tried to recall some of the events in there even earlier. It was from my perspective as I saw things at that very moment.

Question: Could you briefly describe what you find wrong in the situation, make a brief summary?

Answer

I think the basic problem was that we had a call for tender, a public procurement procedure, which was won by a company which did not do the task before. It was a consortium in the form of an European economic interest group in which there was one partner which was already involved in a lot of things at the publications office. The contractor who did the consolidation before - and we had a different way of doing it - was another company, a bidder as well, but who did not win, or did not win in the first place. So it was a framework contract, which we concluded with two companies, which was first ADL, this new one, and the other one in second place, Euroscript, because of much higher prices.

I think the basic problem was that ADL underestimated the task; they made prices, which they were not able to keep afterwards, so they were not able to earn money with it and even lost money with the prices, which they offered. The other thing was that they had huge technical problems, especially in the volume, which they promised or had contractually engaged themselves into. The idea was that, when setting up the contract - and somehow I was involved in that as well, making the call for tender - we saw that we were going to have a huge amount of pages to produce. It was 10.000 (OJ-equivalent-)pages a week, which meant in consolidation terms some 13,000 (PDF-)pages a week. We said in the call for tender that the bidder needs to engage at least for one third of it. That's why we made a framework contract. So we thought that we would have several contractors with nobody doing the full load, which would have helped us as well to have a reserve, and things like that, in case something went wrong.

We asked the contractors in the call for tender to make a declaration of which percentage of the workload they wanted to get, they were bidding for. And ADL bid for 100%, while the second one, Euroscript; as far as I recall, but I might be wrong, bid for only the third, so the minimum, with a phrase saying, "we would be able in the duration of the contract to get to a higher amount."

So ADL said: "we can do everything" - they couldn't - "and we can do everything at very low prices". So we did not have much of a choice because of course having to look at the costs. They had technical knowledge about dealing with SGML which is quite complex and very specialised, especially if you are doing it in parallel in 11 languages.

We did not expect to get an awful lot of bids. We had four: I think one was completely out of range, because they did not understand anything about it. And the third one was from a printer, we had contracts with already in the office. But they weren't able - even after asking them again - to provide one of the prices, which was asked for in the price schedule, which was the maximal total price.

Anyhow with the CfT we had to go away from the previous contract with Euroscript, the old CONSLEG contract, which ran differently. There they were paid by hour, which had the problem that whenever they made a mistake, we asked them to redo it, and they did it on their times, and we could not control how much time they really needed to do a thing. So what we wanted to do, and what we achieved to do, is to get to a unit-based contract. But the problem of this was that we did not have any experience with it, because, as I said, before it was done more or less on a hand-craft production basis, and now we wanted to shift to an industrial production basis, which you can see from the volume. You cannot do 13,000 pages a week with a handcraft system! Therefore we had a lot of problems of classifying what would be the right unit indicator and we had chosen quite a complex system of very many variables in the main area of consolidation - 24 different units with supplements. If you look into the contract you will find the details. And to avoid the situation where we end up in a situation where all this amounts to something which we did not want to have and where we loose money, and where we can't plan it anymore, we had two maximum prices which were both calculated on a very simple cost-per-page-basis, while the other parts of the unit-based (model) were very complex. There is a difference if you have to integrate a modification into a text. You could look at the final text and simply count how many pages of consolidated texts come out, and that's what they do now with the avenant. At that time we thought that this would not be a good idea, and we did not opt for that. Because if you have, and you can have a modifier where you have a basic 100 pages in each language, and you have only one word to be changed. On the other hand, you might have a basic act with just 10 pages, but you have 150 or even more modifications. All this is possible, all this exists! So we tried to find a very ambitious system to get the right balance, work load to invoice

And this third company - that's why I made this parenthesis - did not give the maximal price so we needed to exclude them, and it was agreed by the CCAM as well, that they needed to be excluded because they did not bid for the call for tender as it was set up. So two were left. And with these two the contract was concluded. As a framework contract, meaning that we were obliged to use the first one. So that's about phase 1: contract conclusion.

Phase 2: Setting-up of the production. Along the contract, they had a phase of 3 months to set up the production. So after three months, the company was, after signature, obliged get to the percentage of production, which they engaged themselves in. So in the case of ADL: 100%. As ADL was much cheaper we could not ask Euroscript for anything at the start; so we just asked ADL and they were obliged to do that. So we made a first test; and after this test; normally they should have delivered the 13,000 pages, or at least 10,000 a week (depending if they were OJ or PDF-pages) and they did not. I can't recall. So we are talking about the period now: end of the year 2000. The contract was

signed, if I recall correctly on 15 June 2000, which meant that the 3-month period would have ended on 15th of September, and already there we had some delays, which were as well our problem, because we did not get around with preparing staff on our sides. After this, even then, they never managed to get to this level.

So they could not perform?

They could not perform from a volume point of view, and they did not perform from a quality point of view either. They did not perform from an individual engagement point of view, in the sense that you have one "family" (a family means you have the basic act as it was published, the initial document + its modifications, or corrigendum), and for each family we set up a very complex procedure (and our contract-unit was very much involved in that). We would have liked to have a much simpler one, but the contract-people said: "No! You have to have a very complex procedure for, "bons de commande". We need a 'bon de commande' in the sense of an official engagement" So we made, bons de commande, for a whole package of families, and there we just had the numbers of the families, so the CELEX number of the basic of act serving as an identifier for families. They weren't, bons de commande' in the full sense, because it did not mean that we needed to order those, but it set up a frame in a sense. And this frame was materialised by a so-called 'ad hoc dossiers' which then, for this very family, said: "Please produce it until a given date, whereby this will involve these acts; these modifications which you have to integrate. We ask you as well to check it, if these are all concerned acts. But from our perspective we see that these are the ones to be integrated, and we estimate this to come up with a number of X pages." There was even a description "concretising" exactly what they should do on the dossier; and as well in the idea of fixing a deadline when it has to be delivered.

So we have three engagements normally: You have the engagement on the global volumes, which need to be achieved; we have the quality engagement of course, and this concrete engagement for each given family to be delivered at this given fixed deadline, provided we do not go over the global volume which they have to deliver. None of the three was met!

Now we are talking about the whole period, at least until April 2001. We had the first test, I think, in October/November 2000 somehow, and from there we said "OK, but you need to get up", and they said it as well. They even provided plans when they will reach all these 13,000 pages; and they never did. The work was organised in a way that my section was dealing with all the things. Compared to ADL we had at this time not yet formally but from the work load Organisation, however, two tasks to do ourselves: one was to prepare the dossier, especially this 'ad hoc dossier', and to get all the electronic files as far as they were available to us.

This means, all this consolidation takes place on an electronic level: not Word-files, but SGML-files. Are you familiar with that? Do you know HTML? You need to have an electronic file in a very specific format. If you know HTML, that's the thing, which is behind the Internet, and there you have so-called tags which give you information about how something should be presented in HTML. (Here come a few technical explanations). SGML looks to be the same. From the philosophy it's different because it is not presentation of something it's structured. What we have as tags is something like titles, end of titles, subtitles; end of subtitles, footnotes, articles, article headers, lists, list elements, things like that, millions, tons of stuff! There is a very precise set of rules; called DTD, which defines how this has to be tagged.

So what we said to ADL would be that - and that's in the contract as well - the basic end product they had to deliver for each consolidated document was an SGML-file, to be exact 11 SGML-files because

we did it in 11 language. And this SGML-file has to follow a DTD called "ACT" and we had one other; which was a very special issue as well to treat special cases. But that we could leave aside for the moment.

And this DTD is part of a larger framework, which is called "FORMEX", which stands for something, which I do not know something like interchange format. And this is the format used by the publications office with its contractors, so with the normal JO printers. They as well deliver nowadays files in electronic format; called "FORMEX 3.3, version 3". And this then is used to display it in EUR-LEX for example, in Celex for example, and to derive other things from it; to put it into databases so you can search it. And the problem is that this is quite a new thing, which went into force on 1st April 1999, if I recall correctly. Before we had "FORMEX 3.2", which was just 10% of the richness of "FORMEX 3.3".

Sometimes you have electronic files, sometimes you have electronic files where you have all letters in capitals or in special letters, and sometimes you do not have anything at all. So before you do the consolidation, you need to have those support source files for each of the acts (the basic act; for the corrigenda, and for each of the amendments). You have to have them in "FORMEX 3.3", so to have a common level of format; because what you do then afterwards is very simple: you take a part from there and you put it into the other, and it only fits into the other because it's the same format.

They (ADL) did not fulfil the targets; and we had one part of the sector preparing it and getting the sourcefile, or asking ADL to prepare the sourcefile; and we had another part of the unit controlling what was coming back. Controlling means pure technical control on the one hand, which is so called "parsing" checking SGML validity against its DTD, and then some sample spot checks. So we did not have the manpower to control 13,000 pages intensively. But there was some logic with where you put control, and especially for the modifications themselves. We controlled them, and whenever we thought we found a mistake, we sent it back to ADL.

Normally in the contract some penalty rules were foreseen for that. I think there was a rule that they should pay € 1,000 per mistake, something like that. The problem is consolidation as such are not legal text. However normally in legal systems, if you do not already have the lawmaker publishing them, the private sector takes care of it. Then, no judge in Germany e.g. will use the Bundesgesetzblatt. They won't go back to the archives; what they use is a private law collection called "Schönfelder", and the lawyers and everybody uses this. One idea of this whole consolidation thing is that this consolidated text will play this role in European law.

If you have a mistake, it could be a very serious issue. So you need to be very strict! These penalty rules are minor compared to the ones which we have in the OJ publications, because there it's 5,000 € per document. And then there is a thing per page. € 1 per page + 1,000 € per dossier concerned. And they were never applied! No penalties were ever applied as far as I know!

Do you know why they were never applied? Did you receive any explanation, or did you ask for any explanation for this?

Even though I am a lawyer, I am not a very "formalistic" person. So what I did is I asked my Head of Unit what we should do. He said we should prepare a note to Head of Unit of the contract-unit; because it was a bit unclear as to who would be responsible for that. Would it be my Head of Unit or the Head of Unit from the so-called contractual services in OPOCE. I think what we did is that I drafted a note for my Head of Unit from him to be sent to the legal/contract department at OPOCE. At least in one or two cases, these notes really went out. As we never got any feedback on that; we did not continue with it. I know that at least in one or two cases, Mr Steinitz, my Head of Unit; sent

these notes. In others, he did not. And then there were continuous negotiations and talks with the contractor; and sometimes we tried to settle these things otherwise, but there was no pure "formalistic" approach. What we did on a working basis; we sent these things out on a massive level.
[end of side 1 cassette]

So what my people did was we sent out a lot of quality complaints, and then ADL was supposed to change those things, and re-deliver corrected files; which at the beginning they did not do at all. Then we went into a second phase because we got mounts and piles of corrections, because we simply turned everything back when there was a problem. Then I went to ADL; some of my people went to ADL trying to find some compromise. When something was not really that important, we dropped it. We kept the more important cases. Most of them were then re-delivered, but not in the schedule, which was fixed - there were lots of delays because of corrections. But my hierarchy knew about these quality problems. They certainly knew about the volume and planning problems.

How long had they known that?

Mr Steinitz was aware of everything that happened from the very beginning. Mr Raybaut came only in later, but he was already aware at the latest from before 1st April 2001 because we had this meeting. No, it was May! I think the meeting was in May, so he was aware at least in the sense of the preparation of this meeting with ADL, and I do not know in how far he involved Mr Cranfield at this stage.

As far as I remember; the contract was signed in June 2000. In September we had some problems as well, so we came up doing the tests in October. They promised us to get up to the 13,000 pages, at least until the end of the year 2000. In April 2001, they hadn't been there at all, neither quantity or quality. Quality - there were 50% rejections - all of the things were sent back to them. As far as quantity was concerned, it was between 1/3 and 50%, so clearly under-performing. But ADL always said: "OK, we stick to that 100%". They were never willing to give away 1% of their volume. With Euroscript we ran out the old production and the old contract till 8th December 2000. That was the end date of the old contract. By this time they still had a team for consolidation. Knowing at this time that ADL would not manage the full production, it would have been easy to say "OK, let's give one third to Euroscript, you are in a better position, and we are in a better position to have two contractors, so we don't overload you, and we are sure that we get the volumes we want to have from two sources. OK, we pay a bit more, but at least we have it." But this was not done, and I proposed that to my boss, especially to Mr Steinitz; but there was a decision not to do that, and in a way we could not do that perhaps because ADL was not willing to sign in that. They said no. We said 100%, we engaged you 100%, and they kept the engagement. In the meantime, their project director changed.

And then they came up with complaints from their side starting in the spring of 2001, saying that some things had to be done like that and invoiced in that way. The problem was that we had asked them right from the beginning to come up with invoice models at least because we knew that because of this very detailed unit-based invoicing scheme and price scheme, that would become a problem. We asked them to come up with those, and they never did. What they came up with was complaints in the springtime, especially on very technical issues again, especially on the source file issue. (...). Even though they did not do the things they had to, they were complaining: „Please give us more", which was a kind of absurd situation.

There was a big meeting on 2 May 2001, I think, where participants were from our side, Mr Steinitz, Mr Raybaut, who was relatively new in the office at this stage, and myself,

and Mr Bronquard, who was with the „cellule financiere" of the unit, - and I think he was present at the meeting as well - and some ADL people. We discussed all these complaints from ADL. Before that meeting I made a big briefing file, which I think I included in my e-mail, where I described the situation (...) and tackled each of the complaints of ADL, and gave my position, which was quite a contrary position of course.

What were the results?

There was a compromise on all points; which wasn't supposed to become an "avenant" to the contract. So we tried to find some gentleman's agreement in the way of interpreting the contract, which was even signed by both parties; and which was distributed by Mr Cranfield, so he was aware of that as well. I mean it was quite an important issue if you have such a contract.

Question: Do you have a copy of the compromise agreed by ADL and OPOCE in May 2001?

Answer

I think I sent it to you. I think it is in the file. If not, call me, and I will try to send you one. I mean that was the problem why I did not send it by paper, because I had a lot of things electronically and so it was the easiest thing for me to send it by e-mail, with attached e-mails; etc., which gives it a quite complex structure; if you want to print it out; you do not get it completely. Well, I think I have it. But I don't have it from my office any more. I don't know if I have the compromise, but I have this paper with me here. May I have a look? This here is the paper, which I made for 18/4/2001, so this was in advance to the meeting (...). So that was the preparing dossier from our side, and of course there was the ADL dossier, which I might not have any more, and then there was - I certainly have a copy somewhere - a compromise on each of these points. You can keep it. I have it on my e-mail.

They (ADL) promised everything was going to be better and faster; and that we would be satisfied. This was in May. We went away, and everybody was thinking that now most problems seemed to be solved, and things would become better.

What was the situation?

There was some improvement as far as quality and quantity were concerned, but they never managed to get to near to the 13.000 pages. The planning meanwhile was completely "abandonné" anyway, because initially, as I told you, in this "ad hoc file" we should have been the ones, and that's what our contractual department - especially Mrs. Wasbauer, who was at this time in there, asked us, - that we should be the ones to fix the delays, which was not that clear in the contract. In the contract it said that we fix it, but the problem is you can't say: "OK, I want 3,000 pages tomorrow." Anyway there is a reasonability criterion, even if it's not spelled out; it exists. And then it's of course difficult to say what's reasonable and what is not. The funny thing was that in their offer, ADL said that they would be able to tackle not more than 2 "couches" a day. A "couche" means you add one modifier, then you have an endproduct, and this is an endproduct for us. And then you take this as a basis, add just one more modifier, and you have another endproduct. So you have intermediate endproducts; and then you have the very final, most important endproduct, which is the version where all amendments up to now are included, which is the up-to-date version. The reason for this is to stay in the logic; because if you have things like "and" and "or" replacing and afterwards it returns, you don't find the "or" any more. You need to do it one by one to be sure that you do it correctly. And there was also the reason that a long time ago the Court of Justice had asked to have access to all

historical version, because when they are dealing with Court cases, they can only apply the law as it is now, but in some cases, they might need to apply the law as it was three, four, five years ago. So they have made it clear that they want to have accessibility to the law in its consolidated version at any moment in time throughout the history of the act.

Now, I lost track of what I was saying. I was talking about deadlines. So a "couche" means you have one modifier included, and in their offer they said not more than 2 a day, and in reality they took 3 weeks at least for one. The problem was that they always promised us that the next week or at least two weeks later they would have a fantastic planning system, available for us as well on the Internet, which would allow to see each family where it is, and when it would be delivered. So they completely ignored the delays we fixed, and in a way we did it fictively afterwards. We always said three weeks, which in a way is a delay in which you could do most of the families anyhow, but this was never regarded, and even then, until the last day I was at OPOCE, we never had an overview about when things would really come, because they shifted plans around and even their own plans. Sometimes they transmitted to us planning's, but they were not worth the paper they were written on. The only thing we could get them to do, was that in some cases, where we really had the need for something to be there at a given moment - because someone else had asked for it - then we had a chance to get it. At least with only short delays.

Question: What about irregularities? Do you have knowledge of some irregularities committed?

Answer

Yes, I think one irregularity was perhaps that no penalties were applied. If the contract says there should be penalties, and if you have one bidder calculating the cost of penalties into his bid, and the other knowing that no penalties would be applied, or factually having no penalties applied to him, that is a perversion of the tendering procedure. This is one problem, which is also the case for gentleman's agreements. But in a way that interpretation of the contract, we would have had the same thing with another contractor.

For me, the real irregularities start afterwards. This compromise in May 2001 for me was in a way the last limit we could reasonably go to. We know that it is a complex thing, and that three months is a very short period for such a thing and they have to recruit and train people, and all that. Until there I had no moral problems to live with. I was optimistic that things would improve. I was working very hard on this; I spent at least 60/70 hours a week on this, weekends included. What happened then, was that ADL did not stop complaining. So it was quiet for perhaps 2 months after the compromise, and afterwards it just re-started, not with new things, but just with the old things, telling us that they still did not make enough money and that we would need talking about it again. What happened then was that I was excluded from this, so I did not know what was going on.

Why? Were you given any reason for this?

I know the reason. My Head of Unit once said to me that I'd better not be involved in this. And the Director General said to me it was a political issue and I was not supposed to get involved in that, that I was dealing with the application of the contract, and not with the political issue. I knew for the first time that I was involved in a sense, that I was invited somewhere in the summer 2001 to a pre-meeting, Mr. Cranfield, Mr. Raybaut, Mr. Steinitz and Mr. Bagola who was dealing with the technical aspects, were there. So we had these complaints from ADL coming up again, and then we

scheduled this other meeting. It was a preparation for a meeting from Mr Cranfield with some very high-level guys from ADL, and from Getronics, which are behind Infotechnique, which is behind ADL.

Question: Was it the first time Mr Cranfield participated in the negotiations with ADL?

Answer

As far as I know, yes, in the sense of direct participation. No, you can't say that because even in this May thing he was addressee of letters from ADL, as far as I recall, and he was the one sending the compromise out to ADL afterwards. I don't recall who signed it. It was definitely one of the two, either Mr Cranfield or Mr Raybaut. I think Mr Raybaut signed it; and Mr Cranfield dispatched it to ADL with a cover letter. Mr Velluet who is the Chairman of Infotechnique, had regular contacts with him. So they might have discussed that on any other occasion. I do not know. But as far as official meetings are concerned, this other one that took place in the summer somewhere was the first official meeting between them, and I think it was the first one where this Getronics guy was, whose name I do not recall. I asked for some minutes at least of that meeting but was told there were no minutes. Mr Neto, who is Deputy Head of Unit of Mr Steinitz, did not know anything about the whole problematic going on. By chance, he got something where at least the main ideas of that meeting had been recorded, which for me, is the minutes, and which I asked Mr Cranfield and confronted him with, and he told me "No, no, these are no minutes". After that; I no longer heard anything about it. I once heard something about a meeting between Mr Raybaut and ADL one afternoon about consolidation. During the meeting with ADL they told me "OK this afternoon we are going to see Mr Raybaut"; and I did not know anything about it. At some stage, I think, I got a mail from Mr Neto as well that Mr Raybaut was asking to be briefed on the latest on consolidation. He did not contact me, and Neto got it, because Steinitz was away apparently. Then I got it, and then I made a reply to Raybaut which was dated from October. I think I have it here as well. There I explained the situation, and because of that they should have had concrete figures about the volume delivered and rejection quotas, and there was still a lot. The next thing I saw or heard about was that there would be an "avenant" to the contract and that we were supposed to ask to make new "bons de commande" for sourcefiles to ADL. In the first place, for families which were going to be consolidated.

The idea of the "ad hoc dossier" was to say: "OK, it's family based". For a larger family we ask for everything related to that family, the source file and the production of the consolidation, we put all that together in a file where we estimate the volume and fix the delay. That was the initial idea. The idea behind that was to say: "OK, we don't want to have source files produced because we do not know if we still need them when we come to consolidating that family". The problem was for legal acts, they can be "abrogé" at any time. When an act was repealed, of course, it did not need to be consolidated any more. 20 per month at least are repealed. We did not want to run into situations where we produce families which are not necessary. So we want to have the period from the decision to do it, until the moment we have it, to keep it as short as possible. Then there was a compromise. I think ADL sent us a letter somehow saying that they will not invoice or reimburse source files costs in such cases. But for me, it meant extra work as well because our whole production method was situated with this per family-approach, and then we had to make massive queries and find ways to find out which source files we needed in the next half year instead of doing it on the one-by-one basis. Afterwards, in December somewhere, there was even the idea to ask even more, and then they were coming up with things which had already been consolidated in the old system. So from my perspective, this was complete nonsense to ask for the sourcefiles again for something which we had already done or to ask even consolidation of it again. There was one reason for it, in the sense of

consolidation source as well as being a source for codification. We did not manage to transfer some of these old acts into the new system. So there was a technical Operation, a conversion procedure, and for some it did not really work. However, it would have been easier to just re-encode this consolidated text based on the old version. Of course, you would not have had all the history, but I think it is something we could have lived with.

But ADL did not stop. They wanted even more, and I think they made a compromise with my hierarchy somehow that they should get 250,000 source files demanded, and I do not know how this whole story ended. Then, but that was it, after I left already. And I was not willing to co-operate with that. The problem was this; that we need to come back to the source file and consolidation production differentiation.

In the call for tender we clearly distinguished these two procedure types, and ADL said they wanted to make a profit in the first part, in the source file part. In the call for tender we had a table where we calculated a huge amount of source files. I think it was 700.000 pages. This was wrong. The table as such was not wrong, because the problem there was that we made a table where we had the number of source file pages related to a family of a given year. E.g. if you looked at the year 1952, which was the first one, for producing each family of the year 1952 in consolidation. To get to the amount of source files we would need then we made an estimation, about those which we could already have in our archives - in that case nothing because it is too old, but for the recent ones, we could have had something already - and then we came to a number of pages of source files which we might need for that given year; and then the same for the next year.

Now the problem is that you have two decisions which are the two Norwegian decisions: Council Decision 1 of 1995 and 101 of 1973, if I recall correctly. No, it is decision 1 of 73 as well; but the Celex number was 101.

Could you please clarify those numbers?

The CELEX numbers are 395D0001 in the one case and 373D0101(01) in the other. These are the two decisions which undo the planned accession of Norway. So what they do is they change in 200, 500, whatever number of secondary Community Law the amendments which before had been in the accession agreement, in the accession treaty. The problem is that these are both relatively big, I think one has 100 pages and the other 200 pages. If you now calculate per family you have a lot of families that appear, with 100 pages multiplied by 11 because of the languages, you already have 1,000 pages per family. If you do that, and you add it up simply at the end, you simply add up the sub-total, you get a complete false picture. Even so, from a pure mathematical point, it is correct, because you need to treat that, because we were not able to say "OK we will treat this sourcefile already in family X" because nowhere it was fixed in which families all the source files should be treated. And that's why they were included everywhere. That's what made up the 700,000 pages. It is those two extremes. There are some others because there are lots of other modifiers which modify more than one family, and there you have the same problem.

(END OF TAPE)

In the call for tender we had a table which from a pure logical point of view, was correct because it was based per year, but which was able to give the wrong impression. But my opinion was that in the contract, it's in the laws in Art. 2 or Art. 4, where it says that the Commission does not engage itself

to ask for the full amount of work, and could, at any time reduce the volume of work. The whole contract in principle is that we just have the possibility to ask for work to be done and that we do not engage ourselves in anything in the sense of volume. ADL always said "OK we want those 700,000 pages because otherwise we won't be able to go on. That's the basic idea!

I don't think there was any corruption, but the problem was that there was political pressure for the OPOCE to get this consolidation done. Initially it should have been done till the end of 2002. Now they are talking about mid 2003, especially in the context of codification as well, and in some relation to the amendment of the new member States. Everybody knew that ending the contract with ADL would have the only consequence to delay the whole operation. In my view, if you go for it, i.e. ending the contract that would have meant, that we would not have met the deadlines.

So the only alternative not to loose this political goal, to have consolidation done, was to find an arrangement with ADL. So on the one hand, I understand that, but on the other hand, I think if you do that, you do not need to make calls for tender any more. Because what happens now is that we in a way become hostages of the contractor and they dictate us what we have to ask for, and they even dictate us an amendment to the contract. That's what happened then after all these negotiations, in which I did not take part. There was an amendment to the contract made which was leading to the fact that the former maximum price for consolidation was changed into a fixed price per page. Which had some advantages as well, in the sense of reducing the amount of workload for us in the controlling procedure, because this horrible concept of several different invoicing positions (unit based) made this very difficult to count and to control.

However, this problem was already solved, because I developed on my own invoice control system and I did that against the wish of my Director, because he, in a meeting said to me we should not care too much about how to collect all these invoicing data for the control services. It's about how many units of a given unit were treated, how many characters, how many modifications. According to him we should just rely on ADL for this. I thought it would be possible, and I proved that it is possible to calculate all these units from the electronic files which we get - it's quite a complex thing but we can do it. That's what we did, and the application for doing this was already built up at this moment of the avenant and it was working. So our financial guy was already dealing with that all the time. Perhaps now it is a bit faster; he just needs to look for the number of pages, but he was in full control of it.

The former maximum price was now changed by a fixed price per page for the consolidation; this was higher than the older one. These are figures which I do not know exactly, but I think they were changed from 4,80 € for the production as a maximum price in the old days + 22 cents for the delivery of the page to 5,02 €. This was vis a vis the CCAM - which I was not involved with, I didn't know about anything it - founded with the argumentation that ADL will produce less pages thanks to the so-called saving "couche" problem, and these saving couche pages would not be involved at all any more, and this would in a total lead to a reduction of, I think they mentioned 14%. What happened then afterwards was, the avenant was signed on 17 Dec 2001.

I think then we had the problem that we had dossiers at different stages of the production. So we had dossiers which were completely delivered, others which were accepted. There were dossiers which were in the middle of it, where some pages had been delivered, and some others not. And we had a lot where we only were halfway through. It was sent out on the basis of the old contract; then the contract changed. The question was then "What should apply there?". There Mr Steinitz's policy was to apply the same for those. The borderline was anything that was not yet delivered would follow the new contract, which in my understanding was a bit doubtful. But the major point then

afterwards was, that - this was for me at a stage where I was not involved in the things I had to execute - even if in the avenant it said explicitly that they should not count they applied the avenant even for the so-called saving couche thing All this amount of pages which had led to the theoretical reduction of 14 %, which was the basis for the CCAM agreement. I think so, because I doubt how the CCAM would have signed for an avenant to the contract if it costs more for us! There have been no benefits for the Commission.

Then the price for saving couche was reduced by applying even a different price on this - which was not a full price - but then there was this exchange of letters between ADL, Mr. Steinitz and Monsieur Brack. You have the final note of this.

The avenant was made to the contract, in my view, so that the contractor could make his benefits: We never applied penalties, even though they were in the contract. We never enforced our contractual rights as far as delivery & invoicing are concerned. We asked for things which we initially did not plan to ask for; just to give them a chance to make more return. I mean that's my view. I don't say it is like that, but that's the way I feel, and that's why I quitted!

Question: Was there any corruption involved on behalf of Commission employees?

Answer

I don't have any indication for this. The only indication I have is that I got a present from ADL in September 2000. My daughter was born.

At this stage I don't know whether you're going to say something that might incriminate you in some act that you should not have been involved in.

No, I can say it, I turned it back, I got a cheque of 10.000 Belgian francs (= € 250) to buy myself a present for my daughter and I turned it back. I reported it to Mr Steinitz, who said I should turn it back.

You have no proof that anyone else received any improper inducement. Do you believe that only you received that improper inducement?

No, I really think that the basic problem is that we are opposed to situations, which you cannot handle. I'm not even sure, apart from the fact that I have personal problems with them, I've always been unhappy with the situation and how they treated me. But I think the basic problem lies in all these procedures, I mean all this public procurement where it takes one year to get a contract, and that inflexibility - you can't change anything afterwards any more in a normal way - and then you have the political pressure on the one side; the contractor which is the only one who could do the work has a certain influence. It's just the problem of finding the right way. Where can you still go with them, and where can you find a fair compromise? And where, do you give yourself completely into their hands? And there I would really like a clarification from your side. Where is the borderline?

Yes, the border is between a serious contractual problem and irregularities involving your hierarchy.

Yes, but if your hierarchy starts doing things what do you do?

Is it the position that this company in fact blackmailed, the Directorate saying unless we get more profitable contracts, we're not going to continue this contract. The Directorate is faced with severe political pressure to get the job done. To some extent, the job has to be done regardless of costs. If we cannot stop enlargement over half a million €

it would not have stopped enlargement

or even delaying the process.

There was always an argument from Mr Steinitz as well, that to compare the costs with the costs of Euroscript. He was right that ADL was still much cheaper with all these things done now. It is still much cheaper than Euroscript would have ever been. But is this something which could count?

Is this a situation where you feel that there should be a better, a stronger enforcement of contractual rights, there should be better procurement and tendering procedures.

The one can't go without the other. The problem is the OPOCE as well. You have very specialised problems; and you have your contractors. You are not in a situation where you really go on the market and get 100 offers from people you never heard about, and you can choose the best. You have your contractors and you know that if they step out, you have a serious problem, and you don't find anybody any more. And then over the time, there is the establishment of practices in the way of what you can do and how you deal with penalties and all those things and they know. And they try to push into their direction. I think the more you go in one contract, the more you risk to be driven into the next, because they learn, and they will advise us next time. Sometimes you have to pay the price, and my problem is also that I come from a legal background, even though I said I'm not so "formalistic" myself, there is a borderline, and for me, this was over the borderline, especially if you are going to prepare dossiers like the CCAM dossier. And then you go into the other direction.

They knew when preparing the CCAM dossier, they must have known, that it is not a saving that it could never have been a saving. All this was initiated by ADL to get more money out of it. So how could you go there and say it is a saving.

Question: What could your hierarchy have done that they did not do given the whole situation?

Answer

I think the problem started in the early days of the contract. There they should have said to ADL: "So, you have till the end of 2000, you are there at your production engagements or you are not there. If you are not there we apply the penalties on the contract for each and every page until you step down, until you say, OK we do not want to have 100% any more; we want to do a 1/3 we want to be realistic" and that's how we could have got Euroscript into the place. And having Euroscript into the place, there could have been alternatives. I mean I had a personal problem with that as well, not to make that written and too much in the papers because the mother of my children was working at Euroscript, so I didn't want to be officially pushing too much into that direction and give the wrong impression. She is not anymore. That would have been a good sign and a way of dealing with that.

The other sign would have been in summer 2001, when ADL came for the second round, clearly giving them a stop sign. We had been at the borderline in May, we had made the arrangements. They

had agreed to that. So why did we do all that. If they had just been stepping in again, and we are doing as if there was nothing and we just go on negotiating.

I think these are the main two points where you should have gone into the other direction. And I proposed that. The other thing is, we have had mistakes earlier on. I think OPOCE still has a completely under-equipped legal department. If they had a sound legal department; they would have had to test our contracts, question if our way of doing was reasonable, have more time to prepare the call for tender. There was enormous time pressure from the beginning of this project. And of course, if you are under pressure you make mistakes, and that's perhaps why we had this table and we could have given a wrong impression.

The function of OLAF is to investigate fraud or other irregularities, in financial terms. It does not seem, from what you are saying, that there was any fraud, and you think there probably wasn't any fraud I just want to summarise. The other area would then be irregularities have to be something with more than making bad decisions, or not making decisions that in retrospect maybe should have been made. It has to be someone doing something nearly akin to a fraud, something that you can look at and say what you did was wrong, not that you've made a bad decision. So it would then leave a situation, looking at this, that possibly what we should be looking for, or what should happen is that somebody should look into the way your Directorate deal with contractors, deal with the tendering process, without saying that a particular person is guilty of an irregularity you are liable to dismissal possibly demotion, refusal to appoint you up to a higher level, and it is a kind of disciplinary level.

So is this the end?

No I am just trying to talk which - we are not saying anything. I'm just trying to find out where we would go we do have a fraud. So you think that the area would be the dossier sent to CCAM and that there was no saving

and the payment for non deliveries.

You think these are the two most severe points? So the CCAM dossier and the payment for work that was not as reported just to make sure that they get an overall profit on the contract.

Question: When did Mr Cranfield join? He wasn't a Director General when the contract was entered into, was he?

Answer

I don't know.

He was not there when the contract was prepared, was he?

He wasn't there when it was prepared. And if he was there, he might have been there in mid-2000. I'm not sure.

There is something that I have not mentioned yet. There I do not have any proof. I heard it, but I can't prove it.

The former second man of OPOCE, who is now Director at the Parliament is a Luxembourger (Mr.

Tonhofer). During meetings he was claimed as a reference by ADL. He stepped back from his office at the publications office for a while and during this period apparently he worked as a private consultant for ADL in the procedure for call for tender. Afterwards, Mr Raybaut in a way took his post which then was a director's post.

One of the things you said at the outset is that the company had not got the experience, had not got then staff and was not competent to take on the contract.

They did not put enough effort, they did not put enough staff in it. They underestimated the workload. I wouldn't say they were incompetent. It wasn't in so that nothing was right. On some day you could state that 95% of the stuff was OK. But there were some mistakes; and we did not want to get into a situation where we would let through the level of mistakes.

Question: Is there anything you want to ask us?

Answer

Yes. What will happen next?

In fact, we'll review what you have said here, we'll review the file and decide what the next step is. This is the first step in the procedure. We'll go over and look at the whole. And the investigation has been opened it is an ongoing investigation and we see where we will go, or where we can go with it. Procurement contracts always have difficulties, even in private sector there are difficulties. Our competency is in relation to fraud and irregularities, OLAF's duty is to protect the financial interests of the E.C. from fraud and other irregularities and that is what we have to focus our efforts on to see is there anything - what falls within our competencies.

Just for illustration on payment, the classical case, which we have, which appears quite often is the so-called Eurodisclaimer. What is that all about? As you know, we now have the Euro. Before we had the ECU. There is an act which says that every reference to the ECU should be read as a reference to Euro, which in a way is an amendment, which would have meant to replace thousands of ECU statements by Euro, which would be a very costly and cumbersome effort. So we decided not to do that, but to have a little box on the so-called cover page, where you have a list of the basic act and all the amendments saying please be aware that due to this act No. 397R1103, our reference to ECU should be read as a reference to Euro. So the question was how should that be priced. In the old days, we used some of the unit and there was some negotiation with ADL to do that. So in the end we came up paying some € 50 or something. What happened now, due to this new contractual thing is that they said this is a new deliverable. So we don't look at this Eurodisclaimer. We just say this is a single act, because the Euro act did not do anything else to the act; just modifies this. So this is a level as any other in a way, and now they apply this 2.8 € price per page for the whole act. That's fair enough, if it is just the one page. If it is 10 and you have the factor 11 in your head, or 100 pages for the basic act; then this counts. It really is money. That's where a lot of money is spent on nowadays.

TAPE 2 SIDE 2

Before we spent a lot of money on the effort, which was in a relation to the effort. Now it's not in relation to the effort any more, because it is just under pure amount of pages which is by chance. This is why it is a crucial point because that's where most of these saving couches come from now.

I have one question: Who knows about all this now? Is it just OLAF and me, or is there anybody else, especially at OPOCE who already knows?

Not at this stage. But the reality is that as the investigation progresses, if it progresses, obviously other people will come to know about it. If your allegations are pursued, they have to be put to the other people who were involved in the contractual dealings in tendering process. So the reality is that at some stage everybody in there will know. It will be some time before people know because we will go on a step-by-step basis. Have you any difficulty with that?

No, I imagined that when raising the problem. If my name would have been kept out by the pure fact of what it is all about and what knowledge you have. If you do not want to spread it around, and you want to just have another view on it. Mr Jean-Marc Dehoy may be someone to talk to because he is the one who followed this; he was working in my section dealing with the financial things, and we often spoke about these things. He doesn't know that I launched all this.

Where is he now?

As far as I know, at OPOCE.

How long will it take? So I will get your protocol and I will be informed whatever the decision you take.

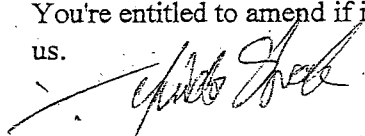
Eventually. I mean at this stage you are part of an investigation, you are witness. But we don't liaise with witnesses in general and tell them what we are doing. This is the first step of the investigation, so we will not inform you in every detail, because the investigation is still in progress.

As long as I do not hear anything from you, it is still in progress. Otherwise I will get a closing message from you? Is there any possible way that it could turn around and against me?

No. We can make you no promises, but under what is called the whistle-blowing decision, no adverse consequences can be taken against you. In other words, you cannot be demoted or dismissed or anything like that.

The problem is that for the notation Mr Steinitz or Mr Cranfield will be involved, because during the time, which will be notated, I was under their supervision.

I think you refer to a Commission decision according to which there should be no negative consequences. We cannot enforce; all we can do is make you aware of the decision. Provided you go through the procedures. And under that decision as well we are obliged to tell you how long the investigation will last. You will be notified once we assessed all the evidence and we will let you know as soon as we can. We will forward you a typed version for your signature and amendment. You're entitled to amend if it does not reflect what you have said. When it is signed, you return it to us.



STRACK Guido (ESTAT)

ATTACHMENT 3

From: STRACK Guido (ESTAT)
Sent: Thursday 31 July 2003 15:26
To: KINNOCK Neil (CAB)
Cc: SCHREYER Michaele (CAB); VANDEN ABEELE Michel (ESTAT); BRUENER Franz-Hermann (OLAF)
Subject: Whistleblowing at the Commission - a look from a whistleblowers position

Dear Mr. Kinnock,

Am I correct that, referring to your statements related to the situation at Eurostat made in the Cocobu meeting on 16. July 2003 and on other occasions your knowledge and position on the situation of whistleblowing and wrongdoing in the Commission could be summarised as follows:

To your best knowledge the Commission does not discriminate whistleblowers but does everything to protect them. You are not aware of other cases similar to the Eurostat one where the financial interests of the commission have been seriously hurt by wrongdoings of top officials. You think that OLAF is well equipped to investigate possible fraud and misconduct of various kinds, in such a way that one could best expect to get a thorough authoritative and rapid outcome from these investigations.

Am I correct?

If that is your position, my case might perhaps give you an inside view on how all this looks from a whistleblowers position.

I can tell you already now: my vision is a bit different.

Almost two years ago I was working in OPOCE and became aware of, in my view illegal activities, by all of my hierarchy, including the director general of OPOCE. Following my obligations from the statute I did inform them about my position. But instead of changing their behaviour they even intensified it and managed to cut myself - being responsible for the execution of that contract - out from the information flow. In parallel I was put under quite a lot of pressure to adapt to their way of dealing with the dossier.

As I did not want to be involved into these wrongdoings anymore I decided to leave OPOCE starting to work at DG ENTR C4 in April 2002. However my conscience did not calm down, my health did not become better and I could not forget what had happened.

So I finally decided to become a whistleblower by informing the director general of OLAF of what I knew about what had happened at OPOCE on 30.07.2002. Throughout the first two months I did not hear anything from OLAF at all, after asking them they said they first need to decide if an official investigation should be opened. After that had been done (OF/2002/0356) I was called for an interview in mid November 2002, but it took even some more months before I got a printed version of that recorded interview. This transcript was of such poor quality that I had to revise it thoroughly before sending it back. Since then, even despite explicit questioning of the investigator on the state of the case I did not manage to get any information from OLAF.

In parallel the Commission decided that the part of DG ENTR C4 in which I was working should become a part of OPOCE. For obvious reasons I did not want to go back there, so I had a hard time of finding another job at the Commission services in Luxembourg. Finally I found one at ESTAT which now turns out to be not the best place for re-establishing my belief into the correctness and trustworthiness of the European Commission services.

As though that was not depressing enough, I was object of your new CDR and promotion procedures, which in my opinion are completely illegal (see attached complaint according to Article 90 II of the statute). This

gave my former boss at OPOCE the opportunity to pay back what he viewed as disloyalty by giving me unjustified bad marks on conduct, and it provided my boss at DG ENTR with a possibility to take revenge for the fact that I was leaving his unit after only a short period. Finally the CDR appeal decision, integrating a „reformatio in peius“ was done by the new general director of DG ENTR who only got into his post thanks to Ms. Andreasen.

So to summarise my experience:

Whistleblowers do not have any support, they are isolated and left alone with the - in my case as well health-related - problems the situation creates. OLAF does not give a too professional image and does not at all inform the whistleblowers what is happening and if their allegations were justified or not. Within one year they should have been able to finish their investigation into a case like the one I brought up, enabling me to know if I was right or wrong bringing up the allegations and thereby relieving the pressure I still feel. There is nothing in place that hinders the people in your hierarchy to put pressure on you to co-operate with them if they want to execute wrongdoings. Neither is there anything to stop them from punishing you through the new CDR procedure.

Finally from my perspective the Commission and yourself give the impression of having no real interest in discovering wrongdoings of high ranking officials and protecting whistleblowers as long as the media are not forcing you. This is not establishing my confidence that a Commission that started with „0 tolerance against misconduct and fraud“ is still keeping its word.

Best regards,

Guido STRACK

Administrator

Eurostat - Unit A4 - Research and development, methods and data analyses

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The views expressed are those of the writer and may not in any circumstances be considered as stating an official position of the European Commission (Eurostat).



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Guido Strack
BECH A2/168
Tel.: 38226
Personalnummer: 6499

Luxemburg, den 31. Juli 2003

An die Anstellungsbehörde (A.I.P.N.)
der Kommission der Europäischen Union

BESCHWERDE

gemäß Artikel 90 Punkt 2 des Statuts der Beamten der Europäischen Gemeinschaften

Antrag: das Beurteilungsverfahren 2001-2002, soweit es mich betrifft, zu
annullieren;

und zusätzlich,

die über mich erstellte Beurteilung (REC/CDR) für den Zeitraum vom
1.7.2001 bis 31.12.2002 aufzuheben.

Ich der Unterzeichnende, Guido Strack,
Beamter bei der Kommission der EU unterbreite Ihnen die folgende Beschwerde
gemäß Artikel 90, Punkt 2 des Statuts der Beamten der Europäischen Gemeinschaften,

I. Rechtlicher Rahmen:

1. Artikel 24 des Statuts der Beamten der Europäischen Gemeinschaften (Statut):

" Die Gemeinschaften leisten ihren Beamten Beistand, insbesondere beim Vorgehen gegen die Urheber von Drohungen, Beleidigungen, übler Nachrede, Verleumdungen und Anschlägen auf die Person oder das Vermögen, die auf Grund ihrer Dienststellung oder ihres Amtes gegen sie oder ihre Familienangehörigen gerichtet werden. Sie ersetzen solidarisch den erlittenen Schaden, soweit ihn der Beamte weder vorsätzlich noch grob fahrlässig herbeigeführt hat und soweit er keinen Schadenersatz von dem Urheber erlangen konnte. Sie erleichtern die berufliche Fortbildung der Beamten, soweit dies mit dem reibungslosen Arbeiten ihrer Dienststellen vereinbar ist und ihren eigenen Interessen entspricht. Für das Aufsteigen innerhalb der Laufbahn ist diese Fortbildung zu berücksichtigen. "

2. Artikel 25 des Statuts:

" Der Beamte kann sich mit Anträgen an die Anstellungsbehörde seines Organs wenden. Jede Verfügung auf Grund des Statuts ist dem betroffenen Beamten unverzüglich schriftlich mitzuteilen. Jede beschwerende Verfügung muss mit Gründen versehen sein. "

3. Artikel 26 des Statuts:

" Die Personalakte des Beamten enthält:

a) sämtliche sein Dienstverhältnis betreffenden Schriftstücke sowie jede Beurteilung seiner Befähigung, Leistung und Führung;

b) die Stellungnahmen des Beamten zu den Vorgängen nach Buchstabe a).

Alle Schriftstücke sind in ein Verzeichnis aufzunehmen, fortlaufend zu nummerieren und lückenlos einzuordnen; das Organ darf Schriftstücke nach Buchstabe a) dem Beamten nur dann entgegenhalten oder gegen ihn verwerten, wenn sie ihm vor Aufnahme in die Personalakte mitgeteilt worden sind.

Die Mitteilung aller Schriftstücke wird durch die Unterschrift des Beamten nachgewiesen oder andernfalls durch Einschreibebrief bewirkt. Die Personalakte darf keinerlei Angaben über die politischen, weltanschaulichen oder religiösen Überzeugungen des Beamten enthalten. Für jeden Beamten darf nur eine Personalakte geführt werden. Der Beamte hat auch nach seinem Ausscheiden aus dem Dienst das Recht, seine vollständige Personalakte einzusehen. Die Personalakte ist vertraulich zu behandeln und darf nur in den Diensträumen der Verwaltung eingesehen werden. Ist jedoch ein den Beamten betreffender Rechtsstreit bei dem Gerichtshof der Europäischen Gemeinschaften anhängig, so wird die Personalakte diesem vorgelegt. "

4. Artikel 27 Absatz 1 des Statuts:

"Bei der Einstellung ist anzustreben, dem Organ die Mitarbeit von Beamten zu sichern, die in bezug auf Befähigung, Leistung und Integrität höchsten Ansprüchen genügen; sie sind unter den Staatsangehörigen der Mitgliedstaaten der Gemeinschaften auf möglichst breiter geographischer Grundlage auszuwählen. "

5. Artikel 43 des Statuts, sowie dessen weitere Bestimmungen:

"Über Befähigung, Leistung und dienstliche Führung aller Beamten – mit Ausnahme der Beamten der Besoldungsgruppen A 1 und A 2 – wird regelmäßig, mindestens aber alle zwei Jahre, unter den von den einzelnen Organen festgelegten Bedingungen (Art. 110) eine Beurteilung erstellt.

Diese Beurteilung wird dem Beamten bekannt gegeben. Er ist berechtigt, der Beurteilung alle Bemerkungen hinzuzufügen, die er für zweckdienlich hält. "

6. Der Beschluss der Kommission zur Annahme allgemeiner

Durchführungsbestimmungen zu Artikel 43 des Statuts vom 26.04.2002

7. Das spezifische Dokument Personalbeurteilungsrunde 2001-2002 (Übergangsphase) das in den Verwaltungsinformationen Nummer 99-2002 vom 03.12.2002 veröffentlicht wurde.

8. Der „Guide de l'évaluation“ sowie eine Vielzahl weiterer auf den entsprechenden Webseiten der Kommission und der DGs zum Beurteilungsverfahren veröffentlichter Dokumente mit höchst zweifelhaften rechtlichen Status.

II. Sachverhalt:

9. Während der Periode 1.7.2001-31.3.2002 habe ich im Amt für amtliche Veröffentlichungen (OPOCE), Direktion A, Einheit 1, Amtsblatt, Konsolidierung, als Lebenszeitbeamter im Grad A6 gearbeitet.
10. Ab dem 1.4.2002 bis zum 31.12.2002 habe ich an der GD Unternehmen gearbeitet, Direktion C, Einheit 4 im Bereich CORDIS im gleichen Grade gearbeitet.
11. Der Ablauf des Beurteilungsverfahrens im einzelnen ergibt sich aus folgender Tabelle:

Datum	Aktion	Akteur
09.01.2003	Erstellung des Beurteilungsberichts durch meinen früheren Vorgesetzten	Yves STEINITZ (OPOCE)
20.01.2003	Beginn des Beurteilungsverfahrens – Aufforderung zur Selbstbeurteilung 20/01/2003	Kurt KOENIG (DG ENTR)
27.01.2003	Selbstbeurteilung	Guido STRACK
30.01.2003	Gespräch mit dem Beurteilenden	Kurt KOENIG (DG ENTR)
10.02.2003	Beurteilung des Beurteilenden	Kurt KOENIG (DG ENTR)
11.02.2003	Beurteilung des gegenzeichnenden Beamten (GB)	Giulio GRATA (DG ENTR)
14.02.2003	Bemerkungen des Stelleninhabers zwecks weiterer Überprüfung durch den GB	Guido STRACK
28.02.2003	Gespräch mit und weitere Überprüfung durch den GB	Giulio GRATA (DG ENTR)
06.03.2003	Antrag auf weitere Überprüfung (per E-Mail an GB da Sysper2 nicht verfügbar)	Guido STRACK
10.03.2003	Erneuter, begründeter Antrag auf weitere Überprüfung (in Sysper2)	Guido STRACK
18.03.2003	Sitzung des PEA	PEA
27.03.2003	Stellungnahme des PEA	Giulia DEL BRENNNA für Giulio GRATA (DG ENTR)
02.05.2003	Entscheidung des Berufungsbeurteilenden	Giulia DEL BRENNNA für Jean-Paul MINGASSON (DG ENTR)

III. Zulässigkeit:

12. Diese Beschwerde wird am 31.07.2003 eingelegt, demnach innerhalb der Frist von 3 Monaten, die im Statut vorgesehen ist.
13. In der Tat wurde das Bewertungsverfahren 2001-2002, sofern es mich betrifft, mit der Entscheidung des Berufungsbeurteilenden am 02.05.2003 abgeschlossen.

IV. Begründetheit:

14. Zur Darlegung der Begründetheit meines Antrages und der Rechtswidrigkeit des Beurteilungsverfahrens in meinem Falle, berufe ich mich im wesentlichen auf folgende vierzehn Gründe:

- Erstens: Verstoß des Beurteilungsverfahrens gegen Artikel 26 des Statuts
- Zweitens: Verstoß des Beurteilungsverfahrens gegen Artikel 25 des Statuts
- Drittens: Verstoß des Beschlusses der Kommission vom 26.04.02 und der weiteren Durchführungsanordnungen hinsichtlich des Beurteilungsverfahrens gegen Artikel 43 und Artikel 110 des Statuts
- Viertens: Verstoß des Artikels 2 des Beschlusses der Kommission vom 26.04.02 gegen Artikel 43 des Statuts
- Fünftens: Verstoß der in den Verwaltungsmitteilungen 99-2002 vom 03.12.2002 festgelegten Übergangsbestimmungen, insbesondere des *durchschnittsorientierten Zielwerts und andere Leitwerte für die Vergabe von Verdienstpunkten* gegen Artikel 27 und 43 des Statuts, gegen den Beschluss der Kommission vom 26.04.02, gegen den Gleichheitsgrundsatz und gegen das Gebot der Nichtdiskriminierung
- Sechstens: Verstoß der in den Verwaltungsmitteilungen 99-2002 vom 03.12.2002 festgelegten Übergangsbestimmungen, insbesondere der dort festgelegten Allgemeinen Grundsätze gegen Artikel 43 des Statuts, gegen den Beschluss der Kommission vom 26.04.02, gegen den Gleichheitsgrundsatz und gegen das Gebot der Nichtdiskriminierung
- Siebtens: Verstoß der in den Verwaltungsmitteilungen 99-2002 vom 03.12.2002 festgelegten Übergangsbestimmungen, insbesondere des Verfahrens bei mehreren unmittelbaren Dienstvorgesetzten gegen Artikel 43 des Statuts, gegen den Beschluss der Kommission vom 26.04.02, gegen den Gleichheitsgrundsatz und gegen das Gebot der Nichtdiskriminierung
- Achtens: Verstoß meiner Beurteilung gegen Artikel 8 Absatz 6 des Beschlusses der Kommission vom 26.04.02
- Neuntens: Verstoß meiner Beurteilung gegen Artikel 8 Absatz 7 des Beschlusses der Kommission vom 26.04.02
- Zehntens: Verstoß meiner Beurteilung gegen Artikel 11, 21 und 24 des Statuts, die Interinstitutionelle Vereinbarung vom 25. Mai 1999 zwischen dem Europäischen Parlament, dem Rat der Europäischen Union und der Kommission der Europäischen Gemeinschaften über die internen Untersuchungen des Europäischen Amtes für Betrugsbekämpfung (OLAF), den daraufhin ergangenen Beschluss der Kommission vom 2. Juni 1999 über die Bedingungen und Modalitäten der internen Untersuchungen zur Bekämpfung von Betrug, Korruption und sonstigen rechtswidrigen Handlungen zum Nachteil der Interessen der Gemeinschaft sowie gegen den Grundsatz der Fürsorgepflicht des Dienstherrn
- Elftens: Verstoß meiner Beurteilung gegen die aus den Bestimmungen des Statuts (insbesondere Art. 24, 25 und 43) und allgemeinen Grundsätzen der Rechtsprechung zum Verwaltungsrecht folgenden Begründungspflicht, sowie gegen das Willkürverbot
- Zwölftens: Verstoß der erst durch den Berufungsbegründenden hinzugefügten negativen Aussagen über meine dienstliche Führung gegen Artikel 43 Absatz 2 des Statuts, die Grundsätze des fairensverfahrens, des Rechts auf rechtlichen Gehörs und des Verbots der „reformatio in peius“

- **Dreizehtens: Verstoß meines Beurteilungsverfahrens und meiner Beurteilung gegen das Gebot des Schutzes des legitimen Vertrauens und die Regel "patere legem quam ipse fecisti"**
- **Vierzehntens: Verstoß des Beurteilungsverfahrens gegen die der Kommission gegenüber ihren Beamten obliegende Fürsorgepflicht**

15. **Erstens: Verstoß des Beurteilungsverfahrens gegen Artikel 26 des Statuts**

16. Die Schaffung der Informatikformulare, die direkt auf Bildschirm ausgefüllt und die im neuen Informatiksystem der Personalverwaltung (SysPer2) gespeichert wurden, entspricht der Schaffung paralleler Akten. Die Übertretung von Artikel 26 des Statuts wird so bewiesen.
17. Durch SysPer2 ist die in Artikel 26 vorgesehene Vertraulichkeit eines in Artikel 26 explizit genannten Kernbestandteils der Personalakte angesichts des unzureichenden technischen Schutzes und der für den Betroffenen unüberschaubaren Zugangsmöglichkeiten Dritter verletzt, was ebenfalls einen Verstoß gegen Artikel 26 darstellt.
18. Auch eine alternative Führung einer „elektronischen Personalakte“ wird von Artikel 26 nicht zugelassen da dieser die Personalakte als ein fortlaufendes Verzeichnis aller relevanten Schriftstücke definiert. Artikel 6 des Beschlusses der Kommission vom 26.04.02 ist daher ebenfalls wegen Verstoß gegen Artikel 26 des Statuts nichtig.
19. Schließlich ist im gesamten Beurteilungsverfahren keine vorherige Mitteilung über die Aufnahme von Schriftstücken in die Personalakte erfolgt, auch dies stellt einen Verstoß gegen Artikel 26 dar.
20. Bei einer Einsicht in meine Personalakte am 04.07.2003 musste ich feststellen, dass sich in dieser entgegen Artikel 26 noch kein Dokument im Zusammenhang mit meiner hier streitgegenständlichen Beurteilung befand. Artikel 26 ist somit auch diesbezüglich verletzt. Diese Verletzung kann auch nicht durch eine spätere Aufnahme der Dokumente in die Personalakte geheilt werden da durch die Unklarheit über den Umfang der in die Personalakte aufgenommenen Schriftstücke (z.B. Beurteilung über die Zeit beim OPOCE) zusätzlich meine Rechte im Beurteilungsverfahren (z.B. auf umfassende Stellungnahme zu eben diesem Dokument) und im Verfahren nach Artikel 90 Absatz 2 (z.B. hinsichtlich des vollumfänglichen Vorbringens) beschnitten wurden. Im übrigen geht auch Artikel 7 Absatz 5 des Beschlusses der Kommission vom 26.04.02 von einer unmittelbaren Aufnahme der Dokumente in die Personalakte aus, so dass auch insoweit ein Verstoß vorliegt.

21. **Zweitens: Verstoß des Beurteilungsverfahrens gegen Artikel 25 des Statuts**

22. Die Durchführung des gesamten Beurteilungsverfahrens auf ausschließlichen Basis von Sysper 2 erfüllt nicht das Schriftformerforderniss des Artikel 25 des Statuts.
23. Die Verfügbarkeit von Informationen in Sysper 2 ohne dass eine explizite Benachrichtigung des Beurteilten über diese Information erfolgt (insbesondere hinsichtlich des Abschluß eines Verfahrensschrittes und des Beginns einer Frist) verstößt gegen die in Artikel 25 statuierte Pflicht der unverzüglichen Mitteilung.
24. Beide Verstöße sind im vorliegenden Falle auch erheblich da sie zu einer Unklarheit hinsichtlich des Beurteilungsinhalts (insbesondere bzgl. des Status der Beurteilung durch den vorherigen Vorgesetzten) und einer faktischen Verkürzung der Beschwerdefristen geführt haben die sich naturgemäß nachteilig auf die Qualität der Beschwerde ausgewirkt hat.
25. Im übrigen stellt auch die unzureichende und unstimmige Begründung (auf die an anderer Stelle noch näher einzugehen sein wird) meiner Beurteilung einen Verstoß gegen Artikel 25 des Statuts dar.

26. **Drittens: Verstoß des Beschlusses der Kommission vom 26.04.02 und der weiteren Durchführungsanordnungen hinsichtlich des Beurteilungsverfahrens gegen Artikel 43 und Artikel 110 des Statuts**

27. Gemäß Artikel 43 des Statuts sind die Bedingungen des Beurteilungsverfahrens im Verfahren nach Artikel 110 des Statuts festzulegen. Hiermit rüge ich die genaue Einhaltung dieses Verfahrens bereits hinsichtlich des Beschlusses der Kommission vom 26.04.02. Selbst wenn dieses Verfahren für den Beschluss der Kommission vom 26.04.02 eingehalten worden sein sollte, so sind Artikel 43 und Artikel 110 des Statuts dennoch durch die Vielzahl der weiteren Mitteilungen, Bestimmungen, Vorgaben und Anordnungen verletzt die in genereller Weise zum vorliegenden Beurteilungsverfahren ergangen sind. Dies gilt insbesondere für die Verwaltungsmitteilung 99-2002 vom 03.12.2002 mit ihren Regelungen zur Übergangsphase aber auch für die Vielzahl der auf den entsprechenden Webseiten der Kommission veröffentlichten Dokumente zum Beurteilungsverfahren. Artikel 43 geht davon aus, dass alle, zumindest aber alle generell geltenden und wesentlichen Bedingungen für die Beurteilung in einem ordnungsgemäßen Verfahren, nämlich jenem des Artikels 110 beschlossen werden. Die Verwaltungsmitteilungen 99-2002 enthalten ganz wesentliche und allgemeine Bestimmungen die im vorliegenden Beurteilungsverfahren generelle Anwendung gefunden haben. Dies gilt z.B. für die Frage der Konsultation des vorherigen Dienstvorgesetzten, die Punktzahlen, die Vorgabe einer Durchschnittspunktzahl und die Gewichtung der einzelnen Kriterien bzgl. der Aufteilung der Beurteilung zwischen Befähigung, Leistung und dienstliche Führung aber auch für vieles andere mehr. All dieses hätte bereits im Beschluss der Kommission vom 26.04.02 geregelt werden müssen, da allenfalls dieser die von Artikel 43, 110 des Statuts vorgesehene Durchführungsbestimmung darstellt. Dass darüber hinaus noch weitere Dokumente im Bezug auf das Beurteilungsverfahren auf den Webseiten veröffentlicht wurden ohne dass deren rechtliche Stellung verdeutlicht wurde und dass diese teilweise ebenfalls wesentliche Regelungen enthalten führt letztlich zur vollständigen Verunsicherung und Verwirrung aller Beteiligten darüber welches die eigentlichen Durchführungsbestimmungen sind; es gibt nämlich nicht mehr nur eine Quelle aus der sich der Beamte zuverlässig und vollständig über alles Wesentliche im Zusammenhang mit seinem Beurteilungsverfahren informieren kann. Auch insoweit wurde also gegen Artikel 43 und 110 des Statuts verstoßen.

28. **Viertens: Verstoß des Artikels 2 des Beschlusses der Kommission vom 26.04.02 gegen Artikel 43 des Statuts**

29. Artikel 43 sieht vor, dass regelmäßige „eine Beurteilung“ über Befähigung, Leistung und dienstliche Führung aller Beamten erstellt wird. Artikel 2 und die dort vorgesehene zusätzliche Vergabe von Prioritätspunkten verstößt jedoch gegen diesen Grundsatz. Tatsächlich werden hier zwei auf den gleichen Zeitraum bezogene, von einander unabhängige, zeitlich getrennte aber im Hinblick auf eine spätere Beförderung dennoch gleichberechtigte Beurteilungsverfahren eingeführt. Das Prioritätsbeurteilungsverfahren erfüllt darüber hinaus auch keinerlei Grundvoraussetzungen eines rechtmäßigen Beurteilungsverfahrens. Zum einen ist die Einbeziehung des zu Beurteilenden in keiner Weise vorgesehen, zum anderen ist der von Artikel 2 für A-Beamte vorgesehene Generaldirektor gar nicht in der Lage ist eine gerechte Beurteilung der Befähigung, Leistung und dienstliche Führung aller im nachgeordneten A-Beamten selbst vorzunehmen. Schließlich wird die Grundbeurteilung durch die Gleichstellung der unrechtmäßigen Prioritätsbeurteilung entwertet.

30. **Fünftens: Verstoß der in den Verwaltungsmitteilungen 99-2002 vom 03.12.2002 festgelegten Übergangsbestimmungen, insbesondere des durchschnittsorientierten Zielwerts und andere Leitwerte für die Vergabe von**

Verdienstpunkten gegen Artikel 27 und 43 des Statuts, gegen den Beschluss der Kommission vom 26.04.02, gegen den Gleichheitsgrundsatz und gegen das Gebot der Nichtdiskriminierung

31. Die Verwaltungsmittelungen 99-2002 enthalten u.a. folgende Bestimmung:
 - „Der durchschnittsorientierte Zielwert und andere Leitwerte für die Vergabe von Verdienstpunkten
 Die Generaldirektionen sind aufgefordert, bei der Beurteilung ihres Personals den Durchschnittswert von 14 (Bestnote: 20), den so genannten durchschnittsorientierten Zielwert, einzuhalten. Dieser Durchschnittswert von 14 muss für jede Besoldungsgruppe und in jeder Generaldirektion eingehalten werden.
 Generaldirektionen, die für eine Besoldungsgruppe im Durchschnitt eine bessere Note als 15 vergeben, werden bestraft. Die Bestrafung besteht darin, dass das Prioritätspunktekontingent, das der GD beim nächsten Beförderungsverfahren für jene Besoldungsgruppe zur Verfügung steht, entsprechend reduziert wird.
 Als Beispiel sei eine GD angeführt, bei der 100 Beamte der Besoldungsgruppe B2 arbeiten. Angenommen, die in der GD tätigen Beamten der Besoldungsgruppe B2 erhalten in ihrer Beurteilung im Durchschnitt die Note 16. Die Generaldirektion erhält für ihr Personal der Besoldungsgruppe B2 statt der üblichen 250 Prioritätspunkte (100 x 2,5) lediglich ein Kontingent von 50 Prioritätspunkten (250 Punkte minus 200 Strafpunkte). Die Zahl der Strafpunkte entspricht der Zahl der Verdienstpunkte, die die Generaldirektion über die durchschnittliche Verdienstpunktzahl hinaus verteilt hat; in diesem Falle sind es 100 x (16-14). Eine Generaldirektion, deren Durchschnittswert (für eine bestimmte Besoldungsgruppe) 15 überschreitet, kann allerdings den Beförderungsausschuss auffordern, ihre Strafpunktzahl zu stornieren oder zu reduzieren, sofern für die Überschreitung einschlägige Gründe vorliegen. Die Generaldirektionen sind aufgefordert, nicht nur den durchschnittsorientierten Zielwert einzuhalten, sondern außerdem darauf zu achten, dass die Noten 12 bis 16 an Beamte vergeben werden, die eine normale Laufbahnentwicklung verdienen; die Noten 17 bis 20 sind für Beamte mit schneller Laufbahnentwicklung vorgesehen, die Noten 10 und 11 dagegen für Beamte mit langsamer Laufbahnentwicklung. Erhält ein Beamter weniger als 10 Verdienstpunkte, sind Maßnahmen einzuleiten, um seine Leistung zu verbessern; eine Beförderung in jenem Jahr ist ausgeschlossen. Wenn wir uns ansehen, wie die Beförderungen in der Vergangenheit gehandhabt wurden, ist festzustellen, dass etwa 15 % der Beförderten eine schnelle, 75 % eine normale und 10 % eine langsame Laufbahnentwicklung aufwiesen. Daraus folgt, dass etwa 15% der Beamten eine Note zwischen 17 und 20 erhalten werden; etwa 75% der Beamten erhalten Noten zwischen 12 und 16 und etwa 10% die Note 10 oder 11. „
32. Diese Bestimmung verletzt Artikel 43 indem er den Beurteilungsspielraum und das Ermessen des Beurteilenden unrechtmäßig begrenzt.
33. Sie verletzt die in Artikel 2 Absatz 2 Satz 1 des Beschlusses der Kommission vom 26.04.02 vorgesehene alleinige und ursprüngliche Verantwortlichkeit des Beurteilenden für die Erstellung der Beurteilung. Wie auch in meinem Falle beurteilt der Beurteilende nur eine kleine Anzahl von Beamten und kann sich daher gar kein vollständiges Bild über deren Qualität im Verhältnis zu anderen machen, insbesondere weil er keine weiteren Beamten der gleichen Besoldungsgruppe beurteilt. Wird er nun aber dennoch auf die Einhaltung eines Durchschnittswertes verpflichtet, so führt dies unweigerlich zu einer Annäherung und bei besonders pflichtwilligen Beurteilenden wie in meinem Falle sogar zu einer geringfügigen Unterschreitung des Durchschnittswertes (um gegenüber dem Gegenzeichnenden Beamten auf der sicheren Seite zu sein) ohne dass den Umständen des Einzelfalls hinreichend Rechnung getragen wird.
34. Nach Aussagen meines Gegenzeichnenden Beamten hat in meinem Falle sogar vor der Beurteilung durch meinen Beurteilenden eine Besprechung aller Beurteilender der Direktion C der DG ENTR stattgefunden in welcher die Punktzahlen festgelegt wurden. Auch dies verstößt gegen Artikel 2 Absatz 2 Satz 1 des Beschlusses der Kommission vom 26.04.02.
35. Im übrigen verletzen die zitierten Übergangsbestimmungen Artikel 27 und 43 indem sie eine sachgerechte Beurteilung aller Beamter im vornherein verhindern. Während nämlich Artikel 27 schon hinsichtlich der Einstellung davon ausgeht das alle Beamten „in bezug auf Befähigung, Leistung und Integrität höchsten Ansprüchen genügen“ so wird durch die vorliegende Regelung ein eben solches Resultat als Durchschnitt der Beurteilungen bereits im Vorfeld ausgeschlossen.

Dies umso mehr als man angesichts der der Kommission obliegenden Fürsorge- und Förderungsverpflichtungen ja sogar davon ausgehen muss, dass die Fähigkeiten der diensttuenden Beamten noch höher als jene der neu eingestellten Beamten liegen werden.

36. **Sechstens:** Verstoß der in den Verwaltungsmitteilungen 99-2002 vom 03.12.2002 festgelegten Übergangsbestimmungen, insbesondere der dort festgelegten Allgemeinen Grundsätze gegen Artikel 43 des Statuts, gegen den Beschluss der Kommission vom 26.04.02, gegen den Gleichheitsgrundsatz und gegen das Gebot der Nichtdiskriminierung

37. Die Verwaltungsmitteilungen 99-2002 enthalten im Abschnitt „Allgemeine Grundsätze und Zeitplan“ u.a. folgende Bestimmung:

„Im Rahmen der Beurteilungsrunde erhält jeder Beamte eine Gesamtnote zwischen 0 und 20. Die Gesamtnote ergibt sich aus drei Einzelbewertungen: einer Note für die Leistung des Beamten (von 0 bis 10), einer Note für die Befähigung (von 0 bis 6) und einer Note für die dienstliche Führung (von 0 bis 4).

Die Gesamtnote wird anschließend in "Verdienstpunkte" umgerechnet, die im Hinblick auf eine künftige Beförderung von Bedeutung sind.

Für die meisten Beamten ist die Zahl der Verdienstpunkte mit der Gesamtnote identisch. So bekommt zum Beispiel ein Beamter, der eine Gesamtnote von 14 (von 20 möglichen) Punkten erhalten hat, 14 Verdienstpunkte.“

38. Letztlich liegt hierin der Austausch einer mehrschichtigen und aussagekräftigen Beurteilung von Befähigung, Leistung und dienstlicher Führung durch eine gleichmacherische und nur anscheinend objektive Zahl, nämlich die Gesamtnote. Die Bildung einer Gesamtnote ist jedoch weder Artikel 43 des Statuts vorgesehen, noch mit dem Gleichbehandlungsgrundsatz (der ja ebenfalls gebietet ungleiches ungleich zu behandeln) noch mit dem Diskriminierungsverbot vereinbar.

Das folgende Beispiel dreier Fälle mit gleicher Gesamtnote (14 Punkte) mag dies veranschaulichen:

- Beamter 1: 9 Leistungspunkte, 3 Befähigungspunkte und 2 Punkte für dienstliche Führung;
- Beamter 2: 6 Leistungspunkte, 4 Befähigungspunkte und 4 Punkte für dienstliche Führung;
- Beamter 3: 4 Leistungspunkte, 6 Befähigungspunkte und 4 Punkte für dienstliche Führung;

Es ist offensichtlich, dass, wenn man akzeptiert, dass die Leistung (10 Punkte) das wichtigste Beurteilungskriterium ist, der Beamte 1 gegenüber dem Beamten 3 diskriminiert wird. In der Mathematik ist es Gegenstand des Schulstoffes des 1. Schuljahres dass man 3 kg Apfelsinen, 2 kg Zitronen und 5 kg Äpfel nicht einfach zusammenrechnen darf, und Artikel 43 und auch Artikel 45 Absatz 1 Satz 2 2. Halbsatz des Statuts erfordern kein scheinobjektives Zusammenrechnen sondern eine die Vielfalt und Verschiedenheit gewichtende Abwägung aller drei Kriterien.

39. **Siebtens:** Verstoß der in den Verwaltungsmitteilungen 99-2002 vom 03.12.2002 festgelegten Übergangsbestimmungen, insbesondere des Verfahrens bei mehreren unmittelbaren Dienstvorgesetzten gegen Artikel 43 des Statuts, gegen den Beschluss der Kommission vom 26.04.02, gegen den Gleichheitsgrundsatz und gegen das Gebot der Nichtdiskriminierung

40. Die Verwaltungsmitteilungen 99-2002 enthalten folgende Bestimmung:

„Hat der Beamte während des Beurteilungszeitraums mehrere unmittelbare Dienstvorgesetzte gehabt, fungieren als beurteilender Beamter und als gegenzeichnender Beamter stets die am 31.12.2002 für ihn zuständigen Dienstvorgesetzten. Sie vergeben die Gesamtnote (Bestnote: 20) im Rahmen der Beurteilung.“

Der beurteilende Beamte muss allerdings seine Vorgänger konsultieren. Diese Verpflichtung erstreckt sich auf alle Beamten, die während des Beurteilungszeitraums wenigstens drei Monate lang unmittelbare Dienstvorgesetzte des zu beurteilenden Stelleninhabers gewesen sind. Im Rahmen dieser Konsultation kann sich der Beurteilende von der Leistung, Befähigung und dienstlichen Führung des zu beurteilenden Beamten während des Zeitraums, in dem ihm dieser nicht unterstellt war, ein Bild machen. Der beurteilende Beamte und der gegenzeichnende Beamte berücksichtigen die Stellungnahmen der früheren Dienstvorgesetzten des zu beurteilenden Beamten. Die früheren Dienstvorgesetzten können jedoch keine Punkte vergeben. In der Praxis können Dienstvorgesetzte, die am 31.12.02 nicht die Rolle des Beurteilenden innehaben, sofern sie dies wünschen schon jetzt, also ohne abzuwarten, bis sie dazu aufgefordert werden, formlos oder auf einem alten oder neuen Beurteilungsformular ihre Stellungnahmen abgeben, um die zuständigen Dienstvorgesetzten des zu beurteilenden Beamten entsprechend zu informieren. Die aus den Konsultationen resultierenden Stellungnahmen/Anmerkungen werden vom Beurteilenden unter Angabe des Datums und des Verfassers in das elektronische Formular in ein zu diesem Zweck eingerichtetes Feld eingegeben. Dem Beurteilten ist eine Kopie des Originals in der Papierfassung auszuhändigen. Das Original wird in der Personalakte abgelegt. „

41. Demgegenüber sehen Artikel 4 Absatz 3 und 4 des Beschlusses der Kommission vom 26.04.02 die unabhängige, Durchführung und getrennte Bewertung im Rahmen zweier Beurteilungsverfahren die erst anschließend durch eine pro-rata Bewertung zusammengefasst werden.
42. Soweit die Verwaltungsmittelungen 99-2002 eine abweichende Regelung vorsehen, können sie auch nicht auf den Übergangscharakter des erstmalig neuen Beurteilungsverfahrens gestützt werden, denn solche Übergangsregelungen sind ja bereits im Beschluss vom 26.04.02 in Artikel 4 Absatz 1 explizit vorgesehen, jedoch nur für die abweichende Dauer des Beurteilungszeitraums und hinsichtlich der Ausnahme von der vorherigen Zielfestlegung des Artikels 7 Absatz 1. Hätte der Gesetzgeber weitere Ausnahmen gewollt so wären diese in gleicher Weise zu regeln gewesen. Die Tatsache das dies nicht erfolgt ist belegt den Verstoß gegen Artikel 4 des Beschlusses vom 26.04.02.
43. Eine solche Sonderregelung ist im übrigen schon deshalb nicht im Beschluss vom 26.04.02 erfolgt da sie auch materiell rechtswidrig ist. Sie verstößt nämlich gegen das Gleichbehandlungsgebot und das Diskriminierungsverbot. Das Gleichbehandlungsgebot gebietet nämlich, dass wenn wie im meinen Falle zwei gleiche Zeiträume zur Beurteilung anstehen, diese auch im gleichen Verfahren und mit gleichem Gewicht durchgeführt werden müssen. Da ohnehin beide Dienstvorgesetzten mit dem neuen Beurteilungsverfahren vertraut sind und dieses auch in einer Vielzahl von Fällen durchgeführt haben, gab es keinerlei sachlichen Grund die Bewertung meiner Zeit beim OPOCE ohne anhörendes Beurteilungsgespräch, auf einem anderen Formular, ohne Widerspruchsmöglichkeit und ohne Aufnahme in Sysper 2 (entgegen selbst der Regelungen in den Übergangsvorschriften) durchzuführen. Dieser Verstoß gegen das Diskriminierungsverbot ist in meinem Falle angesichts der wesentlich besseren Beurteilung von Leistung und Befähigung durch den ehemaligen Dienstvorgesetzten auch entscheidungsrelevant. Die Nichtbenutzung des normalen Formulars und der Punkteskala hat die Nichtberücksichtigung meiner Leistungen beim OPOCE und die unzureichende Endbeurteilung erst ermöglicht.
44. **Achtens: Verstoß meiner Beurteilung gegen Artikel 8 Absatz 6 des Beschlusses der Kommission vom 26.04.02**
45. Ausweislich Sysper 2 wurde in meinem Falle die Stellungnahme des Paritätischen Ausschusses durch Giulia DEL BRENNA für Giulio GRATA (DG ENTR) unterzeichnet. Das Giulio Grata jedoch ebenfalls der Gegenzeichnende Beamte war, verstößt dies gegen Artikel 8 Absatz 6 des Beschlusses der Kommission vom 26.04.02.
46. **Neuntens: Verstoß meiner Beurteilung gegen Artikel 8 Absatz 7 des Beschlusses der Kommission vom 26.04.02**

47. Gemäß Artikel 8 Absatz 7 des Beschlusses der Kommission vom 26.04.02 hat der Berufungsbeurteilende binnen 3 Tagen nach Stellungnahme des Paritätischen Ausschusses durch eine begründete und abschließende Entscheidung zu treffen. Zwar sehen Fußnoten 12 und 10 hier eine kurze Überschreitung der Frist im Falle von Abwesenheit oder höherer Gewalt vor, in meinem Falle hat der Berufungsbeurteilende jedoch erst am 02.05.2003 auf die Stellungnahme des Paritätischen Ausschusses vom 27.03.2003 reagiert ohne sich auf Abwesenheit oder höhere Gewalt zu berufen. Die vorgesehene Frist wurde im übrigen auch nicht nur kurz, sondern um das Zehnfache überschritten. Eine solche erhebliche Überschreitung muss auch angesichts der gegenüber den Fristversäumnissen durch den Beurteilten vorgesehenen Sanktionen (vgl. Artikel 7 Absatz 5 des Beschlusses der Kommission vom 26.04.02) und des Grundsatzes des fairen und waffengleichen Verwaltungsverfahrens zur Unwirksamkeit der Beurteilung führen. Wäre mir ebenfalls eine Fristverlängerung um das Zehnfache ermöglicht worden, so hätte ich insbesondere meine Berufungsbegründung noch wesentlich sorgfältiger ausarbeiten und mit weiterem rechtlichen Hintergrund versehen können. So aber musste ich sie innerhalb kürzester Zeit, ohne aktive Notifizierung über den Fortgang des Verfahrens (d.h. ich musste jeden Tag eine erneute Überprüfung in Sysper 2 vornehmen und wurde nicht aktiv benachrichtigt) in ein teilweise nicht funktionierendes System eingeben, was natürlich die Qualität meiner Berufungsbegründung und damit meine Chancen auf sachgerechte Beurteilung durch den Berufungsbeurteilenden verringert hat.
48. **Zehntens: Verstoß meiner Beurteilung gegen Artikel 11, 21 und 24 des Statuts, die Interinstitutionelle Vereinbarung vom 25. Mai 1999 zwischen dem Europäischen Parlament, dem Rat der Europäischen Union und der Kommission der Europäischen Gemeinschaften über die internen Untersuchungen des Europäischen Amtes für Betrugsbekämpfung (OLAF), den daraufhin ergangenen Beschluss der Kommission vom 2. Juni 1999 über die Bedingungen und Modalitäten der internen Untersuchungen zur Bekämpfung von Betrug, Korruption und sonstigen rechtswidrigen Handlungen zum Nachteil der Interessen der Gemeinschaft sowie gegen den Grundsatz der Fürsorgepflicht des Dienstherrn.**
49. Am 30.07.2002 habe ich den Direktor von OLAF über das m.E. nach rechtswidrige Verhalten meiner Vorgesetzten beim OPOCE in Kenntnis gesetzt. Diese hatte ich in Ausübung der mir aus Artikel 21 des Statuts obliegenden Beratungspflicht bereits seit Herbst 2001 mehrmals darüber unterrichtet, dass ich Ihr Verhalten als rechtswidrig und gegen die Interessen der Gemeinschaften gerichtet angesehen habe. Unabhängig von ihrer Kenntnis über die Einschaltung von OLAF war ihnen daher meine Haltung zu ihrem Tun bekannt und hat sich bei der von Herrn Steinitz abgegebenen Stellungnahme im Rahmen meines Beurteilungsverfahrens zu meinem Nachteil ausgewirkt. Eben diese nachteiligen Auswirkungen hätten aber sowohl nach Artikel 11, 21 und 23 des Statuts als auch nach Artikel 2 Unterabsatz 3 des Beschlusses der Kommission vom 2. Juni 1999 von der Kommission vermieden werden müssen. Im übrigen ergibt sich gleiches bereits aus der allgemeinen Fürsorgepflicht des Dienstherrn.
50. Aus vorgenannten Bestimmungen folgt, dass die Kommission zumindest für jene Fälle wie meinen, in denen OLAF angesichts ausreichender Verdachtsmomente eine Untersuchung (Az; OF/2002/0356) eingeleitet hat, Sonderregelungen (wie sie z.B. für Personalvertreter auch geschaffen wurden) hinsichtlich des Beurteilungsverfahrens hätte vorsehen müssen. Nur so kann nämlich pro-aktiv effektiver Schutz vor Diskriminierung gewährleistet werden, da es ansonsten dem Beurteilten obliegt nachzuweisen das eine Diskriminierung stattgefunden hat, was als solches bereits eine Diskriminierung darstellt.

51. Im vorliegenden Fall ist jedoch auch dieser Nachweis zumindest hinsichtlich der Aussagen „comme responsable d’une équipe n’a pas su motiver et utiliser au mieux ses collaborateurs“ und „qui pourraient être valorisés par une plus grande écoute des autres“ möglich. Die Zeugenaussage meiner damaligen Mitarbeiter wird nämlich beweisen, dass etwaige Motivationsdefizite bei ihnen nicht durch mein Verhalten, sondern nur dadurch hervorgerufen wurden dass auch sie das Verhalten meiner Vorgesetzten nicht als im Interesse der Gemeinschaften liegend begriffen und sich die Diskriminierung meiner Person – da ich auf die Einhaltung eines rechtmäßigen Verfahrens drang – auf das gesamte Team nachteilig auswirkte. Insbesondere die Formulierung „utiliser au mieux“ im Sinne der rechtswidrigen Zielsetzungen meiner Vorgesetzten und „plus grande écoute des autres“ nämlich die Befolgung deren rechtswidriger Anweisungen zeigen mehr als deutlich warum hier eine abwertende Beurteilung stattfand. Demgegenüber hieß es in der – dem rechtswidrigen Verhalten meiner Vorgesetzten vorhergehenden – Beurteilung für den Zeitraum bis zum 30.06.2001 über mein gleiches Verhalten noch: „M. Strack est un chef d’équipe qui demande à ses collaborateurs le même engagement que le sien, qui forme ses collaborateurs et qui génère autour de son travail un enthousiasme pour le projet“.
52. Meine Besorgnis über eine befürchtete Diskriminierung aufgrund meiner Einschätzung des Verhaltens meiner Vorgesetzten hatte ich bereits im Jahre 2002 gegenüber OLAF ausdrücklich zum Ausdruck gebracht auch daraufhin ist jedoch kein effektiver Schutz erfolgt.
53. Auf die Rüge dieses Punktes wurde im Berufungsverfahren nur deshalb verzichtet weil er zunächst keinen sichtbaren Eingang in die Endbeurteilung gefunden hatte. Mit der Aufnahme des Satzes „In his previous service (OPOCE), Mr. Strack, heading a team, was not able to motivate sufficiently his collaborators.“ durch den Berufsbeurteilenden hat sich dies jedoch grundlegend geändert. Im übrigen wurde die Aufnahme dieses Satzes im Hinblick auf die Vorbeurteilung auch nicht und somit unzureichend begründet.
54. **Elftens: Verstoß meiner Beurteilung gegen die aus den Bestimmungen des Statuts (insbesondere Art. 24, 25 und 43) und allgemeinen Grundsätzen der Rechtsprechung zum Verwaltungsrecht folgende Begründungspflicht, sowie gegen das Willkürverbot.**
55. Im Urteil des Gerichts erster Instanz vom 21.10.1992 T-23/91, Henri Maurissen gegen Rechnungshof der Europäischen Gemeinschaften, Punkt 41 Rec. S. II-02377 drückt sich der Richter so aus: “

41 Zwar verfügen also die Beurteilenden bei der Bewertung der Arbeit derjenigen, die sie zu beurteilen haben, über einen weitgehenden Beurteilungsspielraum; wie der Gerichtshof jedoch in seinem Urteil vom 21. November 1991 in der Rechtssache C-269/90 (Technische Universität München, Slg. 1991, I-5469, Randnr. 14) entschieden hat, kommt, wenn die Verwaltung über einen solchen Beurteilungsspielraum verfügt, eine um so grössere Bedeutung "der Beachtung der Garantien zu, die die Gemeinschaftsrechtsordnung ... gewährt. Zu diesen Garantien gehören insbesondere die Verpflichtung des zuständigen Organs, sorgfältig und unparteiisch alle relevanten Gesichtspunkte des Einzelfalles zu untersuchen, das Recht des Betroffenen, seinen Standpunkt zu Gehör zu bringen, und das Recht auf eine ausreichende Begründung der Entscheidung. Nur so kann [der Gemeinschaftsrichter] überprüfen, ob die für die Wahrnehmung des Beurteilungsspielraums maßgeblichen sachlichen und rechtlichen Umstände vorgelegen haben." Folglich dienen die den Bewertungen in der Tabelle für die Einzelbeurteilungen beigefügten "Etwaigen Bemerkungen" dem Zweck, diese Bewertungen zu begründen, um dem Kläger zu erlauben, sich in Kenntnis aller Gesichtspunkte ein Bild von ihrer Berechtigung zu machen, und gegebenenfalls dem Gericht deren Kontrolle zu ermöglichen. Eine solche, und sei es beschränkte, Kontrolle ist nur möglich, wenn die Bewertungen, die weniger günstig sind als die in der vorangegangenen Beurteilung abgegebenen, von den Beurteilenden begründet werden, und wenn zwischen diesen Bewertungen und den Bemerkungen, die zu ihrer Begründung bestimmt sind, Kohärenz besteht.

«

56. Meine vorhergehende Beurteilung mit einem „exzellent“ und fünf „superieur“ war deutlich besser als die nunmehrige die hinsichtlich aller Kriterien nur noch ein „gut“ vorsieht. Dies gilt auch für den Wortlaut insbesondere mit Blick auf die bereits zuvor zitierten diametral entgegenstehen Aussagen hinsichtlich meiner Fähigkeiten im Bezug auf die Motivation meiner Mitarbeiter beim OPOCE. Die in der jetzigen Beurteilung enthaltenen Aussagen sind zu oberflächlich um den von der Rechtsprechung bezüglich des Umfanges der Begründungspflicht aufgestellten Kriterien zu genügen.
57. Im übrigen ist die Beurteilung auch in sich widersprüchlich. Der in der Selbsteinschätzung dargelegte Sachverhalt hätte angesichts der dargestellten Leistungen und Befähigungen und auch im Hinblick auf dienstliche Führung zu einer in jeder Hinsicht zumindest „sehr guten“ Beurteilung führen müssen. Wenn der/die Beurteilenden diese Einschätzung nicht teilten, so hätten sie dies im einzelnen und unter jeweiliger Bezugnahme auf die Selbstbeurteilung darlegen und begründen müssen. Genau dies ist jedoch nicht geschehen. Die Selbstbeurteilung ist somit integraler Bestandteil der Beurteilung geworden, die Bepunktung steht somit in krassem Widerspruch zur Beurteilung.
58. Gleiches gilt auch für die Abschnitte „Contributions to other activities“ und „Personal development“ der Selbstbeurteilung die in der Begründung der Beurteilung und insbesondere im Bereich „Additional duties“ keinerlei Entsprechung gefunden haben.
59. Was die Beurteilung meiner Leistung angeht, so ist im Formular selbst eine „sehr gute“ Leistung mit den Worten definiert: *„Einige Ziele wurden überschritten, oder es wurden mehrere Ziele (darunter auch vorrangige) trotz besonders schwieriger Bedingungen am Arbeitsplatz erreicht.“* Diese besonders schwierigen Bedingungen am Arbeitsplatz haben bei mir sowohl beim OPOCE (siehe OLAF-Akte und sogar die Beurteilung spricht von „Mr. Strack has achieved good results despite of difficulties“) als auch angesichts der Situation eines vollkommen neuen Arbeitsumfeldes („present tasks, which where completely new to him“) und eines schwierigen Vertragspartners (dem sogar die Kündigung des Vertrages angedroht werden musste) bei DG ENTR (siehe unwidersprochene Aussagen in der Selbstbeurteilung) vorgelegen. Da ich in beiden Fällen „quality and quantity within given timescales“ erreicht habe und das Vorhandensein von „some guidance“ bei einem neuen Job unvermeidlich ist wären meine Leistungen demnach mit 7 oder 8, keinesfalls aber mit nur 6 Punkten zu beurteilen gewesen. Die Vergabe von nur 6 Punkten stellt einen eindeutigen Widerspruch zwischen textlichen Aussagen und Punktzahl dar.
60. Im Punkte Befähigung gelten obige Aussagen entsprechend. Einerseits wird mir ein „high level of competencies in legal aspects and informatics“ also gleich in zwei höchst unterschiedlichen Bereichen bescheinigt und auch die weiteren Formulierungen sind sehr positiv aber auch hier bleibt die vergebene Punktzahl deutlich hinter den textlichen Aussagen zurück und damit letztlich unbegründet.
61. Hinsichtlich der dienstlichen Führung wurde auf die unbegründete, unzutreffende und unzulässige Aussage bzgl. meiner Zeit beim OPOCE bereits hinreichend eingegangen. Darüber hinaus finden sich wiederum ausschließlich sehr positive Formulierungen die zu einer besseren Bewertung hätten führen müssen.
62. Insgesamt lässt sich feststellen dass meine Beurteilung – bis auf die falsche und erst nachträglich hinzugefügte Aussage zur Mitarbeitermotivation beim OPOCE – nur äußerst positive Feststellungen enthält, die in keiner Weise als rechtmäßige Begründung einer Bepunktung dienen können, die insgesamt unter dem durch die Übergangsbestimmungen einzuhaltenden Durchschnittspunktzahl liegt, mir demnach faktisch also eine unterdurchschnittliche Leistung, Befähigung und dienstliche Führung bescheinigt. Dieser Widerspruch stellt auch einen Verstoß gegen das Willkürverbot dar.
63. Ein weiterer Verstoß gegen das Willkürverbot liegt in der Berücksichtigung sachfremder Erwägungen. Da ich nicht neu in der Kommission war als ich zu DG ENTR gewechselt bin durfte diese Tatsache genauso wenig nachteilige Auswirkungen auf meine Beurteilung haben

wie die Tatsache dass ich DG ENTR nach lediglich 10 ½ Monaten wieder verließ um eine sich abzeichnende (Rück-)Versetzung zum OPOCE im Rahmen der Auflösung von DG ENTR Direktion C zu verhindern. Genau dieses ist aber durch das Verhalten meines Beurteilenden geschehen und durch die weiteren Beurteilenden geduldet worden. Herr König hatte mir bereits im Gespräch sinngemäß erklärt, er könne mir kein „sehr gut“ geben, da ich ja nur so kurz da gewesen sei. Darüber hinaus finden sich im Zusammenfassenden Teil seiner Beurteilung die Worte: „He is leaving DG ENTR at the time of the present exercise“ die zu dem zu beurteilenden Zeitraum in keinerlei Zusammenhang stehen aber deutliche Rückschlüsse auf die wahren – vollkommen sachfremden - Gründe meiner Bepunktung liefern. Im übrigen liegt hierin auch ein Verstoß gegen den Gleichheitsgrundsatz da jemandem mit Dienststellenwechsel gegenüber jemandem ohne Dienststellenwechsel hinsichtlich der Beurteilung grundsätzlich gleiche Chancen eingeräumt werden müssen, was vorliegend nicht geschehen ist.

64. Um eine Kohärenz zwischen Beurteilungstext und Bepunktung herbeizuführen ist die Punktzahl meiner Beurteilung für den Zeitraum 01.07.2001 – 31.12.2002 nach oben zu korrigieren.
65. Letzteres war wohl auch der Hintergrund für die Feststellung des paritätischen Ausschusses dass in meiner Beurteilung die Zeit beim OPOCE nicht ausreichend berücksichtigt wurde. Der Berufungsbeurteilende hat dem jedoch nicht genügend Rechnung getragen in dem er nur den Begründungstext nicht aber die Punktzahl veränderte. Es ist offensichtlich dass die Beurteilung meiner Zeit beim OPOCE im Punkte Leistung und Befähigung deutlich besser war und deren Berücksichtigung demnach zu einer Anhebung der Gesamtpunktzahl hätte führen müssen.
66. **Zwölftens: Verstoß der erst durch den Berufungsbegründenden hinzugefügten negativen Aussagen über meine dienstliche Führung gegen Artikel 43 Absatz 2 des Statuts, die Grundsätze des fairen Verwaltungsverfahrens, des Rechts auf rechtlichen Gehörs und des Verbots der „reformatio in peius“.**
67. Die falschen Aussagen des früheren Vorgesetzten beim OPOCE waren zunächst nicht Gegenstand meiner Beurteilung (weder innerhalb von Sysper 2 noch im Text meiner Beurteilung) und sind daher auch nicht Streitgegenstand des durch meine Berufungsbegründung definierten Berufungsverfahrens geworden. Wenn diese nunmehr durch den Berufungsbeurteilenden ohne meine vorherige Anhörung (die in diesem Punkte ja auch zu keinem anderen Zeitpunkt stattfand) in das Verfahren einbezogen wurde so stellt dies zugleich einen Verstoß gegen die Grundsätze des fairen Verwaltungsverfahrens, des Rechts auf rechtlichen Gehörs und des Verbots der „reformatio in peius“ dar.
68. Auch die in Artikel 43 Absatz 2 Satz 2 des Statuts vorgesehene Möglichkeit zur Hinzufügung Zweckdienlicher Bemerkungen wurde mir – da solches in Sysper 2 gar nicht vorgesehen ist – in rechtswidriger Weise verwehrt.
69. **Dreizehtens: Verstoß meines Beurteilungsverfahrens und meiner Beurteilung gegen das Gebot des Schutzes des legitimen Vertrauens und die Regel "patere legem quam ipse fecisti".**
70. Wie bereits dargelegt hat die Kommission die Bestimmungen des Statuts, insbesondere des Artikels 43 des Statuts, sowie der dazu ergangenen Durchführungsbestimmungen verletzt. Folglich hat sie den Grundsatz des Schutzes des legitimen Vertrauens und die Regel "patere legem quam ipse fecisti" nicht respektiert.
71. In der Tat ist es legitim davon auszugehen, dass die Kommission den Grundsatz „pacta sunt servanda“ und die Bedingungen des Beschäftigungsvertrages, nämlich jene des Statuts respektiert.

72. Nach ständiger Rechtsprechung umfasst das Recht, auf Schutz des legitimen Vertrauens auch Fälle in denen die Verwaltung begründete Hoffnungen entstehen ließ. Im vorliegenden Fall wurde dieses Recht hinsichtlich des nichtbeachteten Vertrauens in die ordnungs- und rechtmäßige Durchführung des Beurteilungsverfahrens 2001-2002 verletzt.
73. **Vierzehntens: Verstoß des Beurteilungsverfahrens gegen die der Kommission gegenüber ihren Beamten obliegende Fürsorgepflicht und gegen das Recht auf rechtliches Gehör**
74. Nach ständiger Rechtsprechung obliegt der Verwaltung hinsichtlich ihrer Beamten eine Fürsorgepflicht, die auch durch Artikel 24 des Statuts bestätigt wird. Es ist ein dem Statut zugrunde liegendes allgemeines Rechtsprinzip das auch im Gleichgewicht der Rechte und der gegenseitigen Pflichten in den Beziehungen zwischen der öffentlichen Hand und den Beamten des öffentlichen Dienstes seinen Ausdruck findet. Diese Pflicht impliziert insbesondere, dass die Verwaltung, wenn sie in Entscheidungen hinsichtlich der Situation eines Beamten trifft, die die Gesamtheit der Elemente in Erwägung zieht, die ihre Entscheidung bestimmen können, und dabei nicht nur das Interesse des Dienstes, sondern auch das Interesse des betroffenen Beamten angemessen berücksichtigt. Dies umfasst die Pflicht dem Betroffenen zum angemessenen Zeitpunkt und in geeigneter Weise rechtliches Gehör zu gewähren.
75. In meinem Beurteilungsverfahren haben aber weder haben der Beurteilende, noch der Gegenzeichnende Beamte, noch der Berufungsbeurteilende meine schutzwürdigen Interessen ausreichend berücksichtigt.
76. Der Beurteilende Beamte hat dies u.A. dadurch versäumt, dass er mir einerseits im Laufe meiner gesamten Tätigkeit bei DG ENTR auftrag im wesentlichen an seinen Stellvertreter statt an ihn selbst zu berichten und mit diesem eng zusammenzuarbeiten, er andererseits aber eben diesen Stellvertreter im Zusammenhang mit meiner Beurteilung in keiner Weise hinsichtlich meiner Leistung, Befähigung oder dienstlichen Führung befragt, geschweige denn auf dessen sehr positive Einschätzungen Rücksicht genommen hätte. Auch hat er mir im Gespräch außer der oben zitierten sachfremden Einschätzung (er könne mir kein „sehr gut“ geben, da ich ja nur so kurz da gewesen sei) welche ich auf die Gesamtpunktzahl bezog, keinerlei Einschätzung über seine Beurteilung gegeben so dass mir diesbzgl. auch keine Gelegenheit gegeben wurde ihn von der Fehlerhaftigkeit seiner Einschätzung zu überzeugen. Der Fürsorgepflicht und dem Recht auf rechtliches Gehör wurde demnach nicht genügt.
77. Im übrigen hat auch der Gegenzeichnende Beamte seine Fürsorgepflicht verletzt. Dies schon deshalb weil wir uns erst im Widerspruchsverfahren erstmals persönlich begegneten (das von mir mehrmals ersuchte Vorstellungsgespräch kam nie zustande) - zu einem Zeitpunkt also in dem er (ohne mich jemals persönlich gesprochen zu haben) bereits seine Beurteilung über mich abgegeben hatte - und auch er keinerlei Erkundigungen bei anderen Kollegen einholte mit denen ich ständig zusammenarbeitete.
78. Aber schon die generelle Ausgestaltung der Rolle(n) des Gegenzeichnenden Beamten im neuen Beurteilungsverfahren stellt einen Verstoß gegen die der Kommission obliegende Fürsorgepflicht dar. Dies gilt insbesondere insoweit als diesem eine dreifache Rolle zukommt: Einerseits ist er – typischerweise und auch in meinem Falle - der direkte Dienstvorgesetzte des Beurteilenden und somit dessen typischer Weisungsgeber was andererseits den Beurteilenden als dessen typischen Weisungsempfänger kennzeichnet. In dieser Rolle hat er für die Umsetzung des gesamten Beurteilungsverfahrens und u.a. auch die Einhaltung der Vorgaben der Verwaltung zu sorgen und kann abweichendes Verhalten des Beurteilenden in dessen Beurteilung sanktionieren. Schon hier kann und wird er also enormen Druck ausüben und den originären Beurteilungsspielraum des Beurteilenden beschneiden. Zweitens hat der Gegenzeichnende Beamte die Rolle des Gegenzeichnenden d.h. er muss - noch bevor der Beurteilte überhaupt von seiner Beurteilung Kenntnis erlangt - seine Stellungnahme zur Einschätzung des Beurteilenden

abgeben. Spätestens hier ist seine gefestigte Meinung gefragt. Damit unvereinbar ist dann aber die dritte Rolle, nämlich desjenigen der das erste und einzige Gespräch über die Einwendungen des Beurteilten führt. Der Beurteilte – und genauso erging es mir auch – hat nämlich im neuen Verfahren gar keine Gelegenheit mehr mit dem Beurteilenden das Ergebnis oder auch nur einen Entwurf seiner Beurteilung und insbesondere seiner Bepunktung zu diskutieren. Im Gespräch mit dem Gegenzeichnenden Beamten sitzt er dann jedoch nicht mehr – wie noch im alten Verfahren – einem bisher nicht beteiligten und somit unbefangenen Dritten gegenüber, sondern jener Person die schon vorher – ohne mit dem Beurteilten gesprochen zu haben – die Beurteilung gegengezeichnet hatte. Es ist offensichtlich, dass dies schon systemimmanent dazu führen wird, dass Änderungen der Beurteilung unwahrscheinlicher sind, als wenn sie von einem am Vorverfahren Unbeteiligten geprüft würden. Zum Zeitpunkt des Widerspruchsgesprächs wird der Gegenzeichnende Beamte nur unter erschwerten Bedingungen und nicht mehr unparteiisch und neutral urteilen da er damit sein eigenes (Vor)Urteil als solches qualifizieren müsste was naturgemäß wesentlich schwieriger ist als die unvoreingenommene Überprüfung der durch einen Dritten erstellten Beurteilung.

79. Dieser Mangel an Fürsorge und auch an rechtlichem Gehör wird auch nicht durch den Berufungsbeurteilenden ausgeglichen da dieser – wie auch in meinem Falle – sich über die Leistungen des Beurteilten gar kein direktes eigenes Bild machen kann (dieses vielmehr nur durch die an der Aufrechterhaltung ihres Urteils interessierten Vorinstanzen vermittelt bekommt) und ja noch nicht einmal ein Gespräch mit dem Beurteilten führt. Folglich hat die Kommission die ihr obliegende Fürsorgepflicht verletzt.

V. Schlußfolgerungen:

Angesichts dessen, was soeben dargestellt wurde, verlange ich:

das Beurteilungsverfahren 2001-2002, soweit es mich betrifft, zu annullieren;

und zusätzlich,

die über mich erstellte Beurteilung (REC/CDR) für den Zeitraum vom 1.7.2001 bis 31.12.2002 aufzuheben.

Guido Strack

RECLAMATION (Art. 90 §2)

Name Vorname: Strack Guido _____

N° Personnel: 6499 , _ Grad: A6/3

Bereitstellung (GD, Dienst usw.): EUROSTAT A4

Verwaltungsadresse: BECH A2/168 _____

_____ Telephon: 38226 _____

Betrifft:

- Annulation des Beurteilungsverfahrens 2001 – 2002, soweit es mich betrifft; zusätzlich,
- Aufhebung meiner Beurteilung (REC/CDR) für den Zeitraum 1.7.2001-31.12.2002.

Ich übermittele beiliegend die Fassung meiner Beschwerde in vier Exemplaren.

Ich übermittele der GD ADMIN von Luxemburg ein anderes Exemplar.

Luxemburg, den 31. Juni 2003 _____

Unterschrift: _____

Name des Vorgesetzten	Titel	Datum	Unterschrift	

STRACK Guido (ESTAT)

Attachment 4

From: STRACK Guido (ESTAT)
Sent: Dienstag, 16. September 2003 09:40
To: BRUENER Franz-Hermann (OLAF)
Cc: SCHREYER Michael (CAB); VANDEN ABEELE Michel (ESTAT); KINNOCK Neil (CAB); SPITZER Harald (OLAF)
Subject: Whistleblowing at the Commission - a look form a whistleblowers position

Dear Mr. Bruener,

please let me again thank you for yesterdays meeting (in follow up of my attached mail to Mr. Kinnock) and the opportunity to present my views on the situation of whistleblowers at the Commission.

Thanks to this meeting I am now confident that at least OLAF is aware of the related problems and especially the need for speedy and transparent investigations, for one clear contact person guiding and supporting the whistleblower throughout the procedures and even for the need to assure that whistleblowers are effectively protected against their hierarchy wherever they need this kind of protection (e.g. special rights within the CDR framework).

I hope you will be able to convince the Commission and especially Mr. Kinnock to support these efforts, to attribute sufficient resources to them and thus to contribute to the needed change of mentality throughout staff and especially in higher management avoiding a future where statements like the ones in http://www.europarl.eu.int/experts/9_en.htm#9.4 are still as valid as today.

Looking forward to hearing from you as far as my case is concerned.

Best regards,

Guido STRACK

Administrator

Eurostat - Unit A4 - Research and development, methods and data analyses

BECH A2/168

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The views expressed are those of the writer and may not in any circumstances be considered as stating an official position of the European Commission (Eurostat).

Previous mail:

Dear Mr. Kinnock,

Am I correct that, referring to your statements related to the situation at Eurostat made in the Cocobu meeting on 16. July 2003 and on other occasions your knowledge and position on the situation of whistleblowing and wrongdoing in the Commission could be summarised as follows:

To your best knowledge the Commission does not discriminate whistleblowers but does everything to protect them. You are not aware of other cases similar to the Eurostat one where the financial interests of the commission have been seriously hurt by wrongdoings of top officials. You think that OLAF is well equipped to investigate possible fraud and misconduct of various kinds, in such a way that one could best expect to get a thorough authoritative and rapid outcome from these investigations.

Am I correct?

If that is your position, my case might perhaps give you an inside view on how all this looks from a whistleblowers position.

I can tell you already now: my vision is a bit different.

Almost two years ago I was working in OPOCE and became aware of, in my view illegal activities, by all of my hierarchy, including the director general of OPOCE. Following my obligations from the statute I did inform them about my position. But instead of changing their behaviour they even intensified it and managed to cut myself - being responsible for the execution of that contract - out from the information flow. In parallel I was put under quite a lot of pressure to adapt to their way of dealing with the dossier.

As I did not want to be involved into these wrongdoings anymore I decided to leave OPOCE starting to work at DG ENTR C4 in April 2002. However my conscience did not calm down, my health did not become better and I could not forget what had happened.

So I finally decided to become a whistleblower by informing the director general of OLAF of what I knew about what had happened at OPOCE on 30.07.2002. Throughout the first two months I did not hear anything from OLAF at all, after asking them they said they first need to decide if an official investigation should be opened. After that had been done (OF/2002/0356) I was called for an interview in mid November 2002, but it took even some more months before I got a printed version of that recorded interview. This transcript was of such poor quality that I had to revise it thoroughly before sending it back. Since then, even despite explicit questioning of the investigator on the state of the case I did not manage to get any information from OLAF.

In parallel the Commission decided that the part of DG ENTR C4 in which I was working should become a part of OPOCE. For obvious reasons I did not want to go back there, so I had a hard time of finding another job at the Commission services in Luxembourg. Finally I found one at ESTAT which now turns out to be not the best place for re-establishing my belief into the correctness and trustworthiness of the European Commission services.

As though that was not depressing enough, I was object of your new CDR and promotion procedures, which in my opinion are completely illegal (see attached complaint according to Article 90 II of the statute). This gave my former boss at OPOCE the opportunity to pay back what he viewed as disloyalty by giving me unjustified bad marks on conduct, and it provided my boss at DG ENTR with a possibility to take revenge for the fact that I was leaving his unit after only a short period. Finally the CDR appeal decision, integrating a „reformatio in peius“ was done by the new general director of DG ENTR who only got into his post thanks to Ms. Andreasen.

So to summarise my experience:

Whistleblowers do not have any support, they are isolated and left alone with the - in my case as well health-related - problems the situation creates. OLAF does not give a too professional image and does not at all inform the whistleblowers what is happening and if their allegations were justified or not. Within one year they should have been able to finish their investigation into a case like the one I brought up, enabling me to know if I was right or wrong bringing up the allegations and thereby relieving the pressure I still feel. There is nothing in place that hinders the people in your hierarchy to put pressure on you to co-operate with them if they want to execute wrongdoings. Neither is there anything to stop them from punishing you through the new CDR procedure.

Finally from my perspective the Commission and yourself give the impression of having no real interest in discovering wrongdoings of high ranking officials and protecting whistleblowers as long as the media are not forcing you. This is not establishing my confidence that a Commission that started with „0 tolerance against misconduct and fraud“ is still keeping its word.

Best regards,

Guido STRACK

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