

Article 1

Objectives

1. The Contracting Parties hereby agree, in accordance with the principles of non-discrimination and reciprocity, to recognise, protect and control names of wines originating in their territory on the conditions laid down herein.
2. The Contracting Parties shall take all general and specific measures necessary to ensure that the obligations laid down by this Agreement are fulfilled and that the objectives set out in this Agreement are attained.

Article 2

Scope and coverage

This Agreement shall apply to wines falling under heading No 2204 of the International Convention on the Harmonised Commodity Description and Coding System ("Harmonised System"), done at Brussels on 14 June 1983.

Article 3

Definitions

For the purposes of this Agreement and except where otherwise expressly provided herein:

- (a) "wine originating in" followed by the name of one of the Contracting Parties means a wine produced in the territory of the said Party from grapes which have been wholly harvested in its territory;
- (b) "geographical indication" means any indication, including an "appellation of origin", as defined in Article 22(1) of the Agreement on trade-related aspects of intellectual property rights (hereinafter referred to as "the TRIPs agreement"), that is recognised by the laws or regulations of a Contracting Party for the purpose of describing and presenting a wine originating in the territory of that Contracting Party;
- (c) "traditional expression" means a traditionally used name, as specified in the Annex, referring in particular to the method of production or to the quality, colour or type of wine which is sufficiently distinctive and/or of established reputation and recognised by the laws and regulations of a Contracting Party for the purpose of describing and presenting of such a wine originating in the territory of that Contracting Party;
- (d) "protected name" means a geographical indication or a traditional expression as defined in paragraphs (b) and (c) respectively that is protected under this Agreement;
- (e) "homonymous" shall mean the same protected name, or a protected name so similar as to be likely to cause confusion, to denote different places of origin, or different wines originating in the respective territories of the Contracting Parties;
- (f) "description" means the words used to describe a wine on a label, or on the documents accompanying the transport of that wine, on commercial documents, particularly invoices and delivery notes, and in advertising;
- (g) "labelling" means all descriptions and other references, signs, designs or trade marks identifying a wine and appearing on the container, including its sealing device or the tag attached thereto and the sheathing covering the neck of bottles;
- (h) "presentation" means the words or signs used on containers, including their closure, on the labelling and on the packaging;

(i) "packaging" means the protective wrappings such as paper, straw envelopes of all kinds, cartons and cases, used in the transport of one or more containers and/or for their presentation for sale to the final consumer;

(j) "trade mark" shall mean:

- a trade mark registered in terms of the legislation of a Contracting Party,
- a common law trade mark which is recognised under the law of a Contracting Party, and
- a well-known trademark referred to in Article 6 bis of the Paris Convention for the Protection of Industrial Property (1967).

TITLE I

RECIPROCAL PROTECTION OF WINE NAMES

Article 4

Principles

1. Without prejudice to Articles 22 and 23 of the TRIPs Agreement set out in Annex 1C of the Agreement establishing the World Trade Organisation, the Contracting Parties shall take all necessary measures, in accordance with that Annex, to ensure reciprocal protection of the names referred to in Article 5 which are used for the description and presentation of wines originating in the territory of the Contracting Parties. To that end, each Contracting Party shall provide the interested parties with the appropriate legal means to ensure effective protection and prevent geographical indications and traditional expressions from being used to identify wines not covered by the indications or the descriptions concerned.

2. In Slovenia, the protected Community names:

- (a) are reserved exclusively to the wines originating in the Community to which they apply, and
- (b) may not be used otherwise than under the conditions laid down in the laws and regulations of the Community.

3. In the Community, the protected Slovenian names:

- (a) are reserved exclusively to the wines originating in Slovenia to which they apply, and
- (b) may not be used otherwise than under the conditions laid down in the laws and regulations of Slovenia.

4. The protection provided for in this Agreement shall prohibit in particular any use of protected names for wines which do not originate in the geographical area indicated or in the place where the expression is traditionally used, and shall apply even when:

- the true origin of the wine is indicated,
- the geographical indication in question is used in translation,
- the name is accompanied by terms such as "kind", "type", "style", "imitation", "method" or other expressions of the sort.

5. In the case of homonymous geographical indications:

- (a) where such indications protected under this Agreement are homonymous, protection shall be granted to each indication, provided it has been used traditionally and consistently and consumers are not misled as to the true origin of the wine;
- (b) where such indications protected under this Agreement are homonymous with the name of a geographical area outside the territory of the Parties, the latter name may be used to describe and present a wine produced in the geographical area to which the name refers, provided it is traditionally and consistently used, its use for that purpose is regulated by the country of origin and consumers are not misled into believing that the wine originates in the territory of the Party concerned.

6. In the case of homonymous traditional expressions:

- (a) where such expressions protected under this Agreement are homonymous, protection shall be granted to each expression, provided it has been used traditionally and consistently and consumers are not misled as to the true origin of the wine;

(b) where such expressions protected under this Agreement are homonymous with the name used for a wine not originating in the territory of the Parties, the latter name may be used to describe and present a wine, provided it is traditionally and consistently used, its use for that purpose is regulated by the country of origin and consumers are not misled into believing that the wine originates in the territory of the Party concerned.

7. The Association Committee shall by decision lay down the practical conditions of use to enable a distinction to be drawn between the homonymous indications or expressions referred to in paragraphs 5 and 6, bearing in mind the need to treat the producers concerned fairly and to ensure that consumers are not misled.

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

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

10. The Contracting Parties hereby waive their right to invoke Article 24(4) to (7) of the TRIPs Agreement in order to refuse to grant protection to a name, from the other Party, for products covered by this Agreement.

Article 5

Protected names

The following names shall be protected with regard to wines:

(a) originating in the Community:

- references to the name of the Member State in which the wine originates,
- the geographical indications and traditional expressions appearing in the lists drawn up for this purpose;

(b) originating in Slovenia:

- the name "Slovenia" or any other name designating that country,
- the geographical indications and traditional expressions appearing in the lists drawn up for this purpose.

Article 6

Trade marks

1. The registration of a trade mark for a wine which contains or consists of a protected name under this Agreement shall be refused or, at the request of the party concerned, invalidated if:

- the wine in question does not originate in the place to which the geographical indication refers, or, as the case may be,
- the wine in question is not one to which the traditional expression is reserved.

2. However, a trade mark registered in good faith no later than 31 December 1995 may be used until 31 December 2005, provided it has actually been in continuous use since being registered.

Article 7

Exports

The Contracting Parties shall take all measures necessary to ensure that in cases where wines originating in the Contracting Parties are exported and marketed outside of their territories, the protected names of one Contracting Party referred to in Article 5 are not used to describe and present a wine originating in the other Contracting Party.

Article 8

Extension of protection

In so far as the relevant legislation of the Contracting Parties permits, the benefit of the protection afforded by this Agreement shall extend to natural and legal persons, federations, associations and organisations of producers, traders or consumers whose head offices are located in the territory of the other Contracting Party.

Article 9

Enforcement

1. If the appropriate competent authority, designated in accordance with Article 11, becomes aware that the description or presentation of a wine, in particular on the labelling, in official or commercial documents or in advertising, is in breach of this Agreement, the Contracting Parties shall apply the necessary administrative measures and/or shall initiate legal proceedings with a view to combating unfair competition or preventing the wrongful use of the protected name in any other way.
2. The measures and proceedings referred to in paragraph 1 shall be taken in particular in the following cases:
 - (a) where the translation of descriptions provided for by Community or Slovenian legislation into the language or languages of the other Contracting Party results in the appearance of a word which is liable to be misleading as to the origin, nature or quality of the wine thus described or presented;
 - (b) where descriptions, trade marks, names, inscriptions or illustrations which directly or indirectly give false or misleading information as to the provenance, origin, nature, vine variety or material qualities of the wine appear on containers or packaging, in advertising or in official or commercial documents relating to wines whose names are protected under this Agreement;
 - (c) where, for packaging, containers are used which are misleading as to the origin of the wine.
3. The application of paragraphs 1 and 2 shall not prejudice the possibilities of the persons and entities referred to in Article 8 to take appropriate actions in the Contracting Parties, including recourse to the courts.

Article 10

Other internal legislation and international agreements

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

TITLE II

CONTROLS AND MUTUAL ASSISTANCE BETWEEN COMPETENT AUTHORITIES

Article 11

Enforcement authorities

1. Each Contracting Party shall designate the authorities to be responsible for the application of this Agreement. Where a Contracting Party designates more than one competent authority, it shall ensure the coordination of the work of these authorities. For this purpose, a single authority shall be designated.
2. The Contracting Parties shall inform one another of the names and addresses of these authorities not later than two months after this Agreement comes into force. There shall be close and direct cooperation between these authorities.

Article 12

Infringement

1. If one of the authorities referred to in Article 11 has reason to suspect that:

- (a) a wine being or having been traded between Slovenia and the Community does not comply with this Agreement or with provisions laid down in the laws and regulations of the Contracting Parties, and
 - (b) this non-compliance is of particular interest to the other Contracting Party and could result in administrative measures and/or legal proceedings being taken, it shall immediately inform the Commission and the relevant authority or authorities of the other Party.
2. The information to be provided in accordance with paragraph 1 shall be accompanied by official, commercial or other appropriate documents, with details of any administrative measures or legal proceedings that may, if necessary, be taken. The information shall include, in particular, the following details concerning the wine in question:
- (a) the producer and the person who has power of disposal over this wine;
 - (b) the composition and organoleptic characteristics of this wine;
 - (c) its description and presentation;
 - (d) details of the non-compliance with the rules concerning production and marketing.

TITLE III

MANAGEMENT OF THE AGREEMENT

Article 13

Working group

1. A working group functioning under the auspices of the Subcommittee on Agriculture and Fisheries shall be established.
2. The working group shall see to the proper functioning of this Agreement and shall examine all questions which may arise in implementing it. In particular, the working group may make recommendations which would contribute to the attainment of the objectives of this Agreement.

Article 14

Tasks of the Contracting Parties

1. The Contracting Parties shall, either directly or through the working group, referred to in Article 13, maintain contact on all matters relating to the implementation and the functioning of this Agreement.
2. In particular, the Contracting Parties shall:
 - (a) establish and amend by decision of the Association Committee the lists referred to in Article 5 and the Protocol to this Agreement to take account of any amendments to the laws and regulations of the Contracting Parties;
 - (b) inform each other of the intention to decide new regulations or amendments of existing regulations of public policy concern, such as health or consumer protection, with implications for the wine market;
 - (c) notify each other of judicial decisions concerning the application of this Agreement and inform each other of measures adopted on the basis of such decisions.
3. Within the framework of this Agreement, either of the Contracting Parties may put forward suggestions for widening the scope of their cooperation in the wine market, taking into account the experience gained in its application.
4. Decisions taken under paragraph 2(a) shall be binding on the Parties, which shall take the measures necessary to implement the decisions taken.

TITLE IV

GENERAL PROVISIONS

Article 15

Transit - small quantities

This Agreement shall not apply to wines which:

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

Article 16

Territorial application

This Agreement shall apply, on the one hand, to the territories to which the Treaty establishing the European Community applies and under the conditions laid down in that treaty and, on the other hand, to the territory of the Republic of Slovenia.

Article 17

Failure to comply

1. The Contracting Parties shall enter into consultations if one of them considers that the other has failed to fulfil an obligation under this Agreement.
2. The Contracting Party which requests the consultations shall provide the other Party with all the information necessary for a detailed examination of the case in question.
3. In cases where any delay could endanger human health or impair the effectiveness of measures to control fraud, appropriate interim protective measures may be taken, without prior consultation, provided that consultations are held immediately after the taking of these measures.
4. If, following the consultations provided for in paragraphs 1 and 3, the Contracting Parties have not reached agreement, the Party which requested the consultations or which took the measures referred to in paragraph 3 may take appropriate protective measures so as to permit the proper application of this Agreement.

Article 18

Marketing of pre-existing stocks

1. Wines which, at the time of the entry into force of this Agreement, have been produced, prepared, described and presented in compliance with the internal laws and regulations of the Parties but are prohibited by this Agreement may be sold until stocks run out.
2. Except where provisions to the contrary are adopted by the Contracting Parties, wines which have been produced, prepared, described and presented in compliance with this Agreement but whose production, preparation, description and presentation cease to comply therewith as a result of an amendment thereto may continue to be marketed until stocks run out.

Protocol to the Agreement between the European Community and the Republic of Slovenia on the reciprocal recognition, protection and control of wine names

THE CONTRACTING PARTIES HEREBY AGREE AS FOLLOWS:

Pursuant to Article 15(b) of the Agreement, the following products referred to wines shall be considered to be small quantities:

1. quantities in labelled containers of not more than 5 litres fitted with a non-reusable closing device where the total quantity transported, whether or not made up of separate consignments, does not exceed 50 litres;
2. (a) quantities which are contained in the personal luggage of travellers in quantities not exceeding 30 litres;
- (b) quantities which are sent in consignments from one private individual to another in quantities not exceeding 30 litres;

- (c) quantities which are forming part of the belongings of private individuals who are moving house;
 - (d) quantities which are imported for the purpose of scientific or technical experiments, subject to a maximum of 1 hectolitre;
 - (e) quantities which are imported for diplomatic, consular or similar establishments as part of their duty-free allowance;
 - (f) quantities which are held on board international means of transport as victualling supplies.
- The case of exemption referred to in point 1 may not be combined with one or more of the cases of exemption referred to in point 2.