

FORM FOR TABLING PARLIAMENTARY QUESTIONS

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To the: COUNCIL
COMMISSION

| ORAL QUESTIONS | WRITTEN QUESTIONS |
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| Oral Question with debate (Rule 115) <input type="checkbox"/> | Written Question (Rule 117) <input type="checkbox"/> |
| Question Time (Rule 116) <input type="checkbox"/> | Priority Written Question (Rule 117 (4)) <input checked="" type="checkbox"/> |
| AUTHOR(S): Françoise Castex | |
| SUBJECT: ACTA (please specify) | |
| <p>TEXT:</p> <p>Article 1.2 in the proposed ACTA agreement states:</p> <p>"Each Party shall be free to determine the appropriate method of implementing the provisions of this Agreement within its own legal system and practice."</p> <p>At recent meetings in Washington the US Trade representative has told other US agencies, NGOs and US legislators that ACTA is not binding and that its Article 1. 2 allows for a general flexibility for any element that might contradict ACTA in US law.</p> <p>Indeed, Articles of ACTA 2.2 and 2.2 referring to damages and injunctions respectively contradicts the "US Affordable Care Act" that places clear limits on remedies for infringements of patents on medicines. Nevertheless, US authorities deny that ACTA implies a change of legislation.</p> <p>Could the Commission clarify to what degree ACTA is a binding or voluntary agreement, considering that the US apparently does not believe its laws must be compliant with ACTA? Can this be interpreted as allowing EU Member States as well not to change any of their legislation which does not comply with ACTA?</p> <p>If this is the case and ACTA is not legally binding for the EU and the US, is it then only meant to be used as a "reference" for third-parties countries who negotiate EU free trade agreements?</p> | |
| Signature(s): 25.10.2010 | Date: |