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COUNCIL

COUNCIL DECISION

of 4 June 1973

concluding an Agreement between the European Economic Community and the Republic of Upper Volta on the supply of food aid in the form of maize

(73/352/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Articles 113, 114 and 228 thereof;

Having regard to the Recommendation from the Commission;

Whereas the European Economic Community has deposited a declaration of provisional application of the Food Aid Convention of 1971; and whereas that Convention has been applicable since 1 July 1971;

Whereas by letter of 7 December 1972, the Republic of Upper Volta submitted a request for emergency food aid;

Whereas the adverse climatic conditions experienced by the Republic of Upper Volta have appreciably reduced its grain supplies; and whereas that country

should therefore be granted a gift of 2 500 metric tons of maize under the Community Food Aid Programme for the year 1971/72,

HAS DECIDED AS FOLLOWS:

Article 1

On behalf of the European Economic Community an Agreement is hereby concluded between the European Economic Community and the Republic of Upper Volta on the supply of food aid in the form of maize, the text of which agreement is annexed hereto.

Article 2

The President of the Council is hereby authorized to designate the persons empowered to sign the Agreement, and to confer on them the powers necessary to bind the Community.

Done at Luxembourg, 4 June 1973.

For the Council

The President

R. VAN ELSLANDE

AGREEMENT

between the European Economic Community and the Republic of Upper Volta
on the supply of food aid in the form of maize

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

on the one part,

THE GOVERNMENT OF THE REPUBLIC OF UPPER VOLTA,

on the other part,

HAVE DECIDED to conclude this Agreement and to this end have designated as their
Plenipotentiaries:

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE GOVERNMENT OF THE REPUBLIC OF UPPER VOLTA:

WHO HAVE AGREED AS FOLLOWS:

Article I

As a part of its Food Aid Programme (Cereals) for the year 1971/72, the European Economic Community, hereinafter referred to as the 'Community', shall supply 2 500 metric tons of maize as a gift to the Republic of Upper Volta, hereinafter referred to as the 'recipient country'.

Article II

Deliveries will be made free-at-frontier in new jute sacks of a net weight of 50 kilogrammes each.

Article III

The obligations and responsibilities of the Community and of the recipient country relating to delivery and the taking of delivery are defined in the Annex which forms an integral part of this Agreement.

Article IV

The recipient country undertakes to make all necessary arrangements for the transport and

insurance of the delivered products from the frontier crossing points to the places of destination.

Article V

The recipient country undertakes to use the products received as aid for purposes of consumption and to distribute such products to people in need free of charge.

Article VI

The Community shall grant the recipient country a lump sum as its share of the costs incurred by that country for the transport of the delivered products from the frontier crossing points to the places of destination.

This contribution shall amount to 10 units of account per metric ton of product delivered.

The Community undertakes to pay this as soon as possible after receipt by the Commission of the European Communities of the information referred to in the first indent of Article IX.

Article VII

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies.

Article VIII

The recipient country shall take all necessary measures to prevent:

- the re-export of the product received as aid and of products and by-products derived from them;
- the export, commercially or otherwise, within six months of the last delivery, either of the product obtained locally, of the same nature as the product received as aid or of any products or by-products derived from them.

Article IX

The recipient country undertakes to inform the Community how this Agreement is being

implemented. To this end, it shall provide the Commission of the European Communities with the following information:

- not more than thirty days after taking delivery of each consignment: the places and dates of taking delivery, together with the nature, quantity and quality of the products delivered;
- every three months until the quantities received as aid have been fully used: a situation report giving, in particular, the number and type of the recipients, the quantities distributed, and the place and method of distribution.

Article X

At the request of either of them, the Contracting Parties shall consult each other on any questions concerning the implementation of this Agreement.

Article XI

This Agreement is drawn up in duplicate in the Danish, Dutch, English, French, German and Italian languages, each of these texts being authentic.

*ANNEX**Provisions laid down in Article III of the Agreement**Article 1*

Delivery shall be effected and all risk shall pass from the Community to the recipient country at the moment at which the goods actually cross the frontier of the recipient country.

The recipient country shall pay all costs of taking delivery of the goods, any transshipment costs and all costs subsequent to delivery.

Any costs resulting from delays in taking delivery which are attributable to the recipient country shall be borne by the latter.

Article 2

The Community shall notify the recipient country, as soon as possible after the goods have left the port of loading, of the date of loading, the quantity and quality of the goods as recorded at loading, the port of unloading and the means of land transport used to transfer the goods to the place of delivery.

Article 3

The Community shall inform the recipient country of the estimated date of arrival of the goods at the place of delivery at least 10 clear days in advance. It shall confirm that date at least two days in advance.

Article 4

On delivery a tolerance of 5 % less than the quantity of maize laid down under Article I of the Agreement is permitted.

Article 5

To implement the provisions of this Annex, the Community shall appoint an authorized agent, whose name and address it shall make known in good time to the recipient country.

The recipient country shall appoint a receiving agent at each place of delivery, whose name and address it shall make known to the Community before the Agreement is implemented.

Statement on the signing of the Agreement on the supply of food aid between the European Economic Community and the Republic of Upper Volta

The Agreement between the European Economic Community and the Republic of Upper Volta on the supply of maize as food aid which the Council decided to conclude on 4 June 1973, was signed in Brussels on 19 October 1973

on behalf of the European Community by Mr Joseph van der Meulen, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee,

and Mr Hans-Broder Krohn, Director General for Development and Cooperation of the Commission of the European Communities;

and on behalf of the Government of the Republic of Upper Volta by Mr Pierre Ilboudo, Ambassador, its Representative to the European Communities.

COUNCIL DECISION

of 18 June 1973

concluding an Agreement between the European Economic Community and the Republic of Sri Lanka for the supply of food aid in the form of flour of common wheat

(73/353/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Articles 113, 114 and 228 thereof;

Having regard to the Recommendation from the Commission;

Whereas the European Economic Community has deposited a Declaration for provisional application of the 1971 Food Aid Convention; whereas that Convention has been applicable since 1 July 1971;

Whereas the Republic of Sri Lanka, by its letter of 6 October 1971, has requested food aid;

Whereas in view of the cereal supply situation in the Republic of Sri Lanka that country should be accorded, by way of gift, 11 000 metric tons of common wheat in the form of 7 285 metric tons of flour of common wheat under the Community Food Aid Programme for the year 1971/72,

HAS DECIDED AS FOLLOWS:

Article 1

On behalf of the Community an Agreement between the European Economic Community and the Republic of Sri Lanka for the supply of food aid in the form of flour of common wheat, the text of which Agreement is annexed hereto, is hereby concluded.

Article 2

The President of the Council is hereby authorized to designate the persons empowered to sign the Agreement and to confer on them the powers necessary to bind the Community.

Done at Luxembourg, 18 June 1973.

*For the Council**The President*

A. LAVENS

AGREEMENT

between the European Economic Community and the Republic of Sri Lanka
concerning the supply of food aid in the form of flour of common wheat

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

on the one part,

THE GOVERNMENT OF THE REPUBLIC OF SRI LANKA,

on the other part,

HAVE DECIDED to conclude this Agreement and to this end have designated as their
Plenipotentiaries:

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE GOVERNMENT OF THE REPUBLIC OF SRI LANKA:

WHO HAVE AGREED AS FOLLOWS:

Article I

As a part of its Food Aid Programme (Cereals) for the year 1971/72, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Republic of Sri Lanka, hereinafter referred to as the 'country of destination', with 11 000 metric tons of common wheat in the form of 7 285 metric tons of flour of common wheat.

Article II

Deliveries will be made fob to Community ports in new jute sacks of a net weight of 68·038 kilogrammes (150 lbs) each.

Article III

The obligations and responsibilities of the Community and of the country of destination relating to delivery and the taking of delivery are defined in the Annex, which forms an integral part of this Agreement.

Article IV

The country of destination undertakes to make all necessary arrangements for the transport and

insurance of the delivered products from ports of shipment to places of destination.

It undertakes to exercise the greatest possible care to ensure that the tendering arrangements for the transport by sea are not prejudicial to the free play of fair competition. Any problems arising in this connection shall be the subject of consultations under Article IX.

Article V

The country of destination undertakes to use the products received as aid for purposes of consumption and to apply, for the sale of the product on its market, the prices normally charged on that market for products comparable quality.

The proceeds from this sale, less the cost of sea transport, insurance and the normal cost of selling the product on the market of the country of destination, will be paid into a special account at the Central Bank and allocated to the financing of one or more development schemes which have already been proposed by the country of destination and approved by the Community.

Article VI

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice

to the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies. In particular, the country of destination undertakes to import commercially from whatever source between 1 July 1972 and 30 June 1973 a minimum quantity of 50 000 metric tons of flour of common wheat or its equivalent in common wheat.

Article VII

The country of destination shall take all appropriate measures to prevent:

- the re-export of the products received as aid and of products derived from them;
- the export, commercially or otherwise, within six months of the last delivery, either of the common wheat obtained locally which should be of the same nature as that used to obtain the flour received as aid or of any processed products derived from that wheat.

Article VIII

The country of destination undertakes to inform the Community how this Agreement is being implemented. To this end it shall provide the Commission of the European Communities with the following information:

- not later than 30 days after the unloading of each cargo: port and date of arrival of the vessel; nature, quantity and quality of the products unloaded; date on which unloading was completed;
- every three months until the quantities received as aid have been fully used: quantities sold, how they have been sold, selling prices; normal selling costs on the market of the country of destination;
- on 15 January every year until the special account has been fully used:
 - state of this account (incomings and outgoings) on 31 December of the preceding year,
 - progress achieved in the project or projects, with an indication of the total amount of financing undertaken at that stage.

Article IX

At the request of either of them, the Contracting Parties shall consult each other on any questions concerning the implementation of this Agreement.

Article X

This Agreement is drawn up in duplicate in the Danish, Dutch, English, French, German and Italian languages, each of these texts being authentic.

ANNEX

Provisions laid down in Article III of the Agreement

Article 1

Delivery shall be effected and all risk shall pass from the Community to the country of destination at the moment at which the goods have been placed in the ship's hold at the port of shipment.

The country of destination shall bear all costs subsequent to delivery of the goods, including costs of stowage and, where appropriate, of trimming and bagging.

Any demurrage costs or dispatch money at the port of shipment shall be a charge on or for the benefit of the Community and shall be determined before the vessel sails. The rates and detailed arrangements relating thereto laid down in the contract between the country of destination and the carrier must have been agreed upon in advance by the agent of the country of destination and the authorized agent of the Community referred to in Article 9.

Article 2

The Community shall notify the country of destination in good time of the port or ports of shipment, the quantities to be delivered at each port, the period within which loading must begin, and the daily loading rate.

Article 3

The Community must be prepared to load the goods on the date resulting from the instructions in Article 8, whereon the vessel should be ready for loading.

Article 4

On delivery of the goods, a tolerance of 5 % less than the quantity to be supplied in accordance with Article I of the Agreement is permitted.

Article 5

Once the goods are on board the vessel, the Community shall notify the country of destination of the date of loading, together with the quantity and quality of the goods as recorded on loading.

Article 6

The country of destination shall supply the Community, within the period referred to in Article 2, with a vessel of dimensions corresponding to the normal loading potential of the port of shipment.

Should it prove impossible for the vessel to begin loading within the period referred to in Article 2 and should the country of destination not have notified the Community of this fact in writing at the latest by the date on which the vessel should be ready for loading in accordance with Article 8, the goods shall be at the disposal of the Community.

Whatever the circumstances, the goods shall be held at the expense, risk and peril of the country of destination.

Article 7

Should the country of destination fail to provide a vessel of suitable tonnage or if the quantity made available for loading on a vessel of suitable tonnage cannot be put on board in its entirety because of circumstances beyond the control of the Community, the balance shall be loaded onto the next vessel under the conditions laid down in this Annex.

In this event, until the date of loading of this balance or until the country of destination gives notice in writing that it gives up this balance, the goods shall be held at the expense, risk and peril of the country of destination.

The country of destination must notify the Community within a maximum period of 30 clear days from the beginning of loading of the shipment to which these goods should have belonged, of the date on which loading of this balance is due to begin or of its renunciation of this balance.

If this obligation is not respected, the Community may consider that it has discharged its commitment to the country of destination under Article I of the Agreement.

Article 8

The country of destination shall name for the Community the vessel that is to ship the goods at least 10 clear days prior to the estimated date of arrival of the vessel in port or, where possible, 20 clear days prior to this date, and shall at the same time indicate how soon after that date the vessel will be ready for loading.

The country of destination shall insert in the charter party a clause requiring the captain to inform the Community at least 72 hours in advance of the vessel's estimated date of arrival in port.

Article 9

To implement the provisions of this Annex, the Community shall appoint an authorized agent, whose name and address it shall make known in good time to the country of destination.

The country of destination shall nominate a receiving agent in each port of shipment, whose name and address it shall make known to the Community before the Agreement is implemented.

**Statement on the signing of the Agreement on the supply of food aid between the
European Economic Community and the Republic of Sri Lanka**

The Agreement between the European Economic Community and the Republic of Sri Lanka on the supply of flour of common wheat as food aid, which the Council decided to conclude on 18 June 1973, was signed in Brussels on 22 October 1973

on behalf of the European Community by
Mr Joseph van der Meulen,

Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee,

and Mr Hans-Broder Krohn, Director General for Development and Cooperation of the Commission of the European Communities,

and on behalf of the Government of the Republic of Sri Lanka by Dr Gamani Corea, Ambassador.

COUNCIL DECISION

of 16 July 1973

on the conclusion of the Agreement between the European Economic Community and the United Nations Relief and Works Agency for Palestine refugees on the supply of common wheat flour and rice as food aid

(73/354/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Articles 113, 114 and 228 thereof;

Having regard to the Recommendation from the Commission;

Whereas the European Economic Community deposited a declaration for the provisional application of the Food Aid Convention of 1971; and whereas this Convention has been in force since 1 July 1971;

Whereas the United Nations Relief and Works Agency for Palestine refugees has made known its requirements in cereal products for the refugees and whereas that Agency should accordingly be supplied with a quantity of food equivalent to 13 130 metric tons of common wheat flour in the form of 8 695 metric tons of common wheat flour and 3 870 metric tons of husked rice in the form of 3 000 metric tons of milled rice,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the United Nations Relief and Works Agency for Palestine refugees on the supply of common wheat flour and rice as food aid, the text of which is annexed hereto, is hereby concluded on behalf of the Community.

Article 2

The President of the Council is hereby authorized to designate the persons empowered to sign the Agreement and to confer on them the powers required in order to bind the Community.

Done at Brussels, 16 July 1973.

*For the Council**The President*

Ib FREDERIKSEN

AGREEMENT

between the European Economic Community and the United Nations Relief and Works Agency for Palestine refugees on the supply of common wheat flour and rice as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

on the one part,

THE UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES,

on the other part,

HAVE DECIDED to conclude this Agreement and have designated to this end as their Plenipotentiaries:

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES:

WHO HAVE AGREED AS FOLLOWS:

Article I

Under its Food Aid Programme (Cereal) for 1971/72, the European Economic Community, hereinafter referred to as the 'Community', shall supply as a gift to the United Nations Relief and Works Agency for Palestine refugees, hereinafter referred to as 'the recipient body', a consignment of 13 130 metric tons of common wheat in the form of 8 695 metric tons of flour and a consignment of 3 870 metric tons of husked rice in the form of 3 000 metric tons of milled rice.

Article II

Deliveries shall be made cif to Lebanese or Israeli ports of unloading in new jute sacks of a net capacity of 50 kilogrammes.

Article III

The obligations and responsibilities of the Community and the recipient body, in particular as regards delivery and the taking of delivery, are

defined in the Annex, which forms an integral part of this Agreement.

Article IV

The recipient body undertakes to make all the necessary arrangements for the transport and insurance of the delivered products from the ports of unloading to their places of destination.

Article V

The recipient body undertakes to distribute the products received as aid for purposes of consumption and to distribute such products to Palestine refugees free of charge.

Article VI

The recipient body undertakes to notify the Community of the manner in which this Agreement is performed. It shall in particular send to the Commission of the European Communities the following information:

- not more than thirty days after the unloading of each consignment: dates of arrival of ships at ports of destination, quantities and condition of the product unloaded, dates on which unloading was completed;

Article VII

At the request of either of them, the Contracting Parties shall consult each other on any questions concerning the implementation of this Agreement.

- every three months until the quantities received as aid have been fully used: number of recipients, quantities distributed, places, timetable and manner of distribution.

Article VIII

This Agreement is drawn up in two copies in the Danish, Dutch, English, French, German and Italian languages, each of these texts being authentic.

*ANNEX**Provisions referred to in Article III of the Agreement**Article 1*

Delivery shall be effected and all liability shall pass from the Community to the recipient body at the moment when the goods are either fully unloaded on quayside or else on siloboard at port of unloading, or on lighter.

The recipient body shall pay all downstream delivery costs, including costs of taking delivery.

Any demurrage costs at the port of unloading, due to delay attributable to the recipient body, shall be borne by the latter. The rates and conditions of payment laid down in the contract between the authorized agent of the Community referred to in Article 5, and the carrier must have been agreed in advance between that agent and the receiving agent of the recipient body referred to in the same Article.

Article 2

The Community shall forward to the recipient body, as soon as possible after the goods have been shipped, a notice giving the name of the ship, the date of loading, the quantity and quality of the goods on loading, the port of unloading and the daily unloading capacity of that port.

Article 3

The Community shall inform the recipient of the ship's estimated date of arrival at the port of unloading at least 10 clear days before that date.

It shall have inserted in the charter-party an undertaking by the captain to give the recipient body at least 72 hours' notice of the probable date of the ship's arrival in the port of unloading.

Article 4

Upon delivery a margin of 5 % less than the quantity laid down under Article I of the Agreement shall be permitted.

Article 5

To implement the provisions of this Annex, the Community shall appoint an authorized agent whose name and address it shall make known in good time to the recipient body.

The recipient body shall appoint a receiving agent in each port of unloading, whose name and address it shall make known to the Community before the Agreement is implemented.

Statement on the signing of the Agreement on the supply of food aid between the European Economic Community and the United Nations Relief and Works Agency for Palestine refugees (UNRWA)

The Agreement between the European Economic Community and UNRWA on the supply of common wheat flour and rice as food aid which the Council decided to conclude on 16 July 1973, was signed in Brussels on 19 October 1973

on behalf of the European Communities by Mr Otto Møller, Minister-Counsellor, Deputy Permanent Representative

and Mr J. Durieux, Director in the Directorate-General for Development Aid of the Commission of the European Communities;

and on behalf of UNRWA by Mr Ralph Owren, UNRWA Representative in Europe.

COUNCIL DECISION

of 16 July 1973

concluding the Agreement between the European Economic Community and the United Nations Relief and Works Agency for Palestine refugees on the supply of butteroil as food aid

(73/355/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Articles 113, 114 and 228 thereof;

Having regard to the Recommendation from the Commission;

Whereas in Council Regulation (EEC) No 1692/72 of 2 August 1972 laying down the general rules for the supply of milk fat for the World Food Programme and to UNRWA ⁽¹⁾, it was decided to place at the disposal of the United Nations Relief and Works Agency 2 000 metric tons of butteroil,

HAS DECIDED AS FOLLOWS:

Article 1

On behalf of the Community, the Agreement between the European Economic Community and the United Nations Relief and Works Agency for Palestine refugees on the supply of butteroil as food aid, the text of which is annexed hereto, is hereby concluded.

Article 2

The President of the Council is hereby authorized to designate the persons empowered to sign the Agreement and to confer upon them the necessary powers to bind the Community.

Done at Brussels, 16 July 1973.

*For the Council**The President*

Ib FREDERIKSEN

⁽¹⁾ OJ No L 178, 5. 8. 1972, p. 1.

AGREEMENT

between the European Economic Community and the United Nations Relief and Works Agency for Palestine refugees on the supply of butteroil as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

on the one part,

THE UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES,

on the other part,

HAVE DECIDED to conclude this Agreement and have designated to this end as their Plenipotentiaries:

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES:

WHO HAVE AGREED AS FOLLOWS:

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply as a gift to the United Nations Relief and Works Agency for Palestine refugees, hereinafter referred to as 'the recipient body', 2 000 metric tons of butteroil of the quality and with the packaging specified in Annex I, which forms an integral part of this Agreement.

Article II

Deliveries shall be made cif to ports of unloading in Lebanon or Israel.

Article III

The obligations and responsibilities of the Community and the recipient body, in particular as regards delivery and the taking of delivery, are defined in Annex II, which forms an integral part of this Agreement.

Article IV

The recipient body undertakes to make all the necessary arrangements for the transport of the

delivered products from the ports of unloading to their places of destination.

Article V

The recipient body undertakes to distribute the products received as aid for purposes of consumption and to distribute such products to Palestine refugees free of charge.

Article VI

The Community shall make a contribution to the recipient body to cover the costs incurred in carrying out the operations provided for in Articles IV and V.

This contribution shall be 15 units of account per metric ton of delivered product.

The Community undertakes to pay this contribution as soon as possible after receipt by the Commission of the European Communities of the information provided for in the first indent of Article VII.

Article VII

The recipient body undertakes to notify the Community of the manner in which this Agreement is performed. It shall in particular send to the Commission of the European Communities the following information:

- not more than thirty days after the unloading of each consignment: dates of arrival of ships at ports of destination, quantities and condition of the product unloaded, dates on which unloading was completed;
- every month, until the quantities received as aid have been fully used: number of recipients,

quantities distributed, places, timetable and manner of distribution.

Article VIII

At the request of either of them, the Contracting Parties shall consult each other on any questions concerning the implementation of this Agreement.

Article IX

This Agreement is drawn up in two copies in the Danish, Dutch, English, French, German and Italian languages, each of these texts being authentic.

*ANNEX I***Quality and conditions of packaging****I. Quality***(A) Characteristics of the product:*

Concentrated milk fat containing no less than 99.8 % of pure fat;

(B) Standard ingredients:

(Analysis made at time of manufacture and packing)

- Moisture and non-fat ingredients of milk — not more than 0.2 %
- Fat — not less than 99.8 %
- Free fatty acids — not more than 0.5 % (expressed as oleic acid)
- Peroxide level/kg — not more than 1 unit (in milli equivalents of active oxygen per kg)
- Taste — pure
- Smell — absence of smell extraneous to butteroil.

II. Conditions of packaging

Metal cans of 20 kg — 1 can per carton.

*ANNEX II***Provisions referred to in Article III of the Agreement***Article 1*

Delivery shall be effected and all liability shall pass from the Community to the recipient body at the moment when goods are either fully unloaded on quayside or else on silo-boat at port of unloading, or on lighter.

The recipient body shall pay all downstream delivery costs, including costs of taking delivery.

Any demurrage costs at the port of unloading, due to delay attributable to the recipient body, shall be borne by the latter. The rates and conditions of payment laid down in the contract

between the authorized agent of the Community referred to in Article 5, and the carrier must have been agreed in advance between that agent and the receiving agent of the recipient body referred to in the same Article.

Article 2

The Community shall forward to the recipient body, as soon as possible after the goods have been shipped, a notice giving the name of the ship, the date of loading, the quantity and quality of the goods on loading, the port of unloading and the daily unloading capacity of that port.

Article 3

The Community shall inform the recipient of the ship's estimated date of arrival at the port of unloading at least ten clear days before that date.

It shall have inserted in the charter-party an undertaking by the captain to give the recipient body at least 72 hours' notice of the probable date of the ship's arrival in the port of unloading.

Article 4

To implement the provisions of this Annex, the Community shall appoint an authorized agent whose name and address it shall make known in good time to the recipient body.

The recipient body shall appoint a receiving agent in each port of unloading, whose name and address it shall make known to the Community before the Agreement is implemented.

Statement on the signing of the Agreement on the supply of food aid between the European Economic Community and the United Nations Relief and Works Agency for Palestine refugees (UNRWA)

The Agreement between the European Economic Community and UNRWA on the supply of butteroil as food aid which the Council decided to conclude on 16 July 1973, was signed in Brussels on 19 October 1973

on behalf of the European Communities by Mr Otto Møller, Minister-Counsellor, Deputy Permanent Representative,

and Mr J. Durieux, Director in the Directorate-General for Development Aid of the Commission of the European Communities;

and on behalf of UNRWA by Mr Ralph Owren, UNRWA Representative in Europe.

COUNCIL DECISION

of 16 July 1973

on the conclusion of the Agreement in the form of an exchange of letters modifying the Convention between the European Economic Community and the United Nations Relief and Works Agency for Palestine refugees concerning aid to refugees in the countries of the Middle East as far as the quantities of certain contributions for the second year of application (1973/74) are concerned

(73/356/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Articles 113, 114 and 228 thereof;

Having regard to the Recommendation from the Commission;

Whereas a Convention between the European Economic Community and the United Nations Relief and Works Agency for Palestine refugees concerning aid to refugees in the countries of the Middle East ⁽¹⁾ was concluded on 19 December 1972 for a period of three years;

Whereas under Article XII modifications may be made every year to this Convention; whereas in the light of information supplied by UNRWA on the first year of application of the Convention, it is necessary to modify certain of the Community contributions for the second year,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement in the form of an exchange of letters modifying the Convention between the European Economic Community and the United Nations Relief and Works Agency for Palestine refugees concerning aid to refugees in the countries of the Middle East as far as the quantities of certain contributions for the second year of application (1973/74) are concerned shall be concluded in the name of the Community.

Article 2

The President of the Council is authorized to sign the Agreement and to invest them with the requisite powers to enter into a commitment on behalf of the Community.

Done at Brussels, 16 July 1973.

*For the Council**The President*

Ib FREDERIKSEN

⁽¹⁾ OJ No L 304, 31. 12. 1972, p. 24.

Exchange of letters

Sir,

With reference to the Convention concluded on 19 December 1972 between the European Economic Community and the United Nations Relief and Works Agency for Palestine refugees (UNRWA) concerning aid to refugees in the countries of the Middle East, and in the light of information supplied by your agency, I wish to propose, pursuant to Article XII of the Convention, the following Community contributions for the 1973/74 year of application within the framework of the aid distribution programme (Art. II, 2nd indent, and Art. VII of the Convention):

- 2 821 metric tons of wheat, in the form of 1 868 metric tons of flour (instead of 4 636 metric tons of wheat, in the form of 3 070 metric tons of flour).
- 157 metric tons of husked rice, in the form of 122 metric tons of milled rice (instead of 309 metric tons of husked rice, in the form of 240 metric tons of milled rice).
- 1 600 metric tons of skimmed-milk powder (instead of 1 100 metric tons).
- 62 metric tons of white sugar (instead of 150 metric tons).

Please inform me whether your organization agrees with the proposals listed above.

Please accept, Sir, the assurance of my highest consideration.

*On behalf of the Council
of the European Communities*

Sir,

I acknowledge receipt of your letter of headed as follows:

‘With reference to the Agreement concluded on 19 December 1972 between the European Economic Community and the United Nations Relief and Works Agency for Palestine refugees (UNRWA) concerning aid to refugees in the countries of the Middle East, and in the light of information supplied by your agency, I wish to propose, pursuant to Article XII of the Convention, the following Community contributions for the 1973/74 year of application within the framework of the aid distribution programme (Art. II, 2nd indent, and Art. VII of the Convention):

- 2 821 metric tons of wheat, in the form of 1 868 metric tons of flour (instead of 4 636 metric tons of wheat, in the form of 3 070 metric tons of flour).
- 157 metric tons of husked rice, in the form of 122 metric tons of milled rice (instead of 309 metric tons of husked rice, in the form of 240 metric tons of milled rice).
- 1 600 metric tons of skimmed-milk powder (instead of 1 100 metric tons).
- 62 metric tons of white sugar (instead of 150 metric tons).

Please inform me whether your organization agrees with the proposals listed above.’

I wish to inform you that UNRWA agrees to these modifications.

Please accept, Sir, the assurance of my highest consideration.

*On behalf of the United
Nations Relief and Works
Agency for Palestine Refugees*

Statement on the signing of the Agreement, in the form of an exchange of letters, between the European Economic Community and the United Nations Relief and Works Agency for Palestine refugees (UNRWA) on the second year of application of the Convention concerning aid to refugees in the countries of the Middle East, concluded on 18 December 1972 ⁽¹⁾

The Agreement in the form of an exchange of letters between the European Economic Community and UNRWA on the second year of application of the above Convention which the Council decided to conclude on 16 July 1973 was signed in Brussels on 19 October 1973, on behalf of the European Communities by

Mr Otto Møller, Minister-Counsellor, Deputy Permanent Representative, and

Mr J. Durieux, Director in the Directorate-General for Development Aid of the Commission of the European Communities,

and on behalf of UNRWA by Mr Ralph Owren, UNRWA Representative in Europe.

⁽¹⁾ OJ No L 304, 31. 12. 1972, p. 23, and OJ No L 63, 9. 3. 1973, p. 32.