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II

(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DECISION

of 18 June 1973

concluding the agreement between the European Economic Community and the Republic of Mali for the supply of food aid in the form of grain sorghum and maize

(73/377/EEC)

THE COUNCIL OF THE EUROPEAN
COMMUNITIES,

HAS DECIDED AS FOLLOWS:

Article 1

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; whereas that Convention has been applicable since 1 July 1971;

Whereas by letter of 23 November 1972 the Republic of Mali submitted a request for emergency food aid;

Whereas the adverse climatic conditions experienced by the Republic of Mali have appreciably reduced its grain supplies; whereas that country should therefore be granted a gift of 4 000 metric tons of grain sorghum and 3 000 metric tons of maize under the Community Food Aid Programme for the year 1971/72,

On behalf of the Community an agreement between the European Economic Community and the Republic of Mali for the supply of food aid in the form of sorghum and maize, 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 Mali for the supply
of food aid in the form of grain sorghum and maize

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE GOVERNMENT OF THE REPUBLIC OF MALI,

of 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 MALI:

WHO HAVE AGREED AS FOLLOWS:

Article I

As part of its Food Aid Programme (Cereals) for the year 1971/72, the European Economic Community, hereinafter referred to as the 'Community', shall supply 4 000 metric tons of grain sorghum and 3 000 metric tons of maize as a gift to the Republic of Mali, hereinafter referred to as the 'country of destination'.

Article II

Deliveries shall 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 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 the frontier crossing points to the places of destination.

Article V

The country of destination 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 country of destination 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 amount shall amount to 10 units of account per metric ton of goods 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 manner 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 trans-

actions which might reasonably be expected to take place in the absence of such supplies.

Article VIII

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

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

Article IX

The country of destination undertakes to inform the Community as to 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; nature, quantity and quality of the products delivered;

— every three months until the quantities received as aid have been fully used: a report giving, in particular, the number and type of 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 country of destination at the moment at which the goods actually cross the frontier of the country of destination.

The country of destination shall pay all costs for 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 country of destination shall be borne by the latter.

Article 2

The Community shall notify the country of destination as soon as possible after the goods have left the port of shipment, of the date of loading, the quantity and quality of the goods as recorded on shipment, 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 country of destination of the expected date of arrival of the goods at the place of delivery at least ten clear days before that date. It shall confirm that date at least two days in advance.

Article 4

On delivery, a tolerance of 5 % less than the quantity 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 country of destination.

The country of destination 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.

Information concerning the signing of the Agreement between the European Economic Community and the Republic of Mali on the supply of food aid

The Agreement between the European Economic Community and the Republic of Mali **on the supply of food aid in the form of grain sorghum and maize**, which the Council decided to conclude on 18 June 1973, was signed in Brussels on 15 October 1973

on behalf of the Council of the European Communities, by Mr Van der Meulen, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee and by Mr Hans-Broder Krohn, Director-General for Development and Cooperation of the Commission of the European Communities;

on behalf of the Government of the Republic of Mali, by Mr Alioune Sissoko, Ambassador, Representative of that country to the European Economic Community.

COUNCIL DECISION

of 15 October 1973

concluding the Agreement between the European Economic Community and the Republic of Mali on the supply of maize and durum wheat as food aid

(73/378/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 1971 Food Aid Convention; whereas that Convention has been applicable since 1 July 1971;

Whereas the Republic of Mali, by its letter of 18 December 1972, has requested food aid;

Whereas in view of the grain supply situation in Mali that country should be accorded, by way of gift, 15 000 metric tons of maize and 5 000 metric tons of durum wheat under the Community Food Aid Programme for 1972/1973,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Mali for the supply of maize and durum wheat 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 necessary powers to bind the Community.

Done at Luxembourg, 15 October 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

**between the European Economic Community and the Republic of Mali on the supply
of maize and durum wheat as food aid**

THE COUNCIL OF THE EUROPEAN COMMUNITIES,
of the one part,

THE GOVERNMENT OF THE REPUBLIC OF MALI,
of 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 MALI:

WHO HAVE AGREED AS FOLLOWS:

Article I

As part of its Food Aid Programme (Cereals) for 1972/73, the European Economic Community hereinafter called 'the Community' shall supply 15 000 metric tons of maize and 5 000 metric tons of durum wheat in the form of 3 164 metric tons of durum wheat meal as a gift to the Republic of Mali, hereinafter referred to as the 'country of destination'.

Article II

Deliveries shall be made to a place of destination to be determined by agreement between the country of destination and the European Economic Community.

Article III

The obligations and responsibilities of the Community and of the recipient country relating in particular 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 goods as from the place of destination.

Article V

The recipient country undertakes to use the product received as aid for purposes of consumption and to distribute the goods received free of charge except for 5 000 metric tons of maize which may be sold on the local market at prices normally obtaining on that market for goods of comparable quality.

The proceeds from this sale, less the cost of the normal cost of selling the product on the recipient country's market, will be paid into a special account at the Central Bank of that country or at a bank controlled by the State and allocated to the financing of one or more development schemes proposed by the recipient country 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.

Article VII

The recipient country shall take all appropriate measures to prevent:

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

Article VIII

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:

1. not later than 30 days after delivery is taken of each consignment: port and date of taking delivery; nature, quantity and quality of the goods of which delivery has been taken;
2. every three months until the quantities received as aid have been fully used:
 - (a) the quantities distributed, the number and type of recipients and the places, the rate and the method of distribution;

- (b) quantities sold, how they have been sold, selling prices; normal selling costs on the recipient country's market;

3. on 15 January every year until the special account has been fully used:

- (a) state of this account (deposits and withdrawals) as at 31 December of the preceding year;
 - (b) progress achieved in the project or projects, with an indication of the total amount of financing carried out at that stage.

Article IX

The country of destination shall take all measures necessary to enable persons duly authorized by the Community to follow the progress of operations carried out in pursuance of this Agreement on the spot.

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 shall be drawn up in duplicate in the Danish, Dutch, English, French, German and Italian languages, each of these texts being equally 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 actually arrive at the place of destination.

The country of destination shall pay costs for 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 country of destination shall be borne by the latter.

Article 2

The Community shall notify the country of destination as soon as possible of the means of transport to be used to carry the goods to the place of destination, the means of shipment to be used during the intermediary phases, the date of loading and the quantity and quality of the goods as recorded on shipment from the Community

Article 3

The Community shall inform the country of destination of the expected date of arrival of the goods at the place of destination in good time before that date. It shall confirm that date at least two days in advance.

Article 4

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

Article 5

To implement 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 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.

Information concerning the signing of the Agreement between the European Economic Community and the Republic of Mali on the supply of food aid

The Agreement between the European Economic Community and the Republic of Mali on the supply of maize and durum wheat as food aid, which the Council decided to conclude on 15 October 1973, was signed in Brussels on 6 November 1973

on behalf of the Council of the European Communities, by Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee and by Mr Hans-Broder Krohn, Director-General for Development and Cooperation of the Commission of the European Communities;

on behalf of the Government of the Republic of Mali, by Mr Alioune Sissoko, Ambassador, Representative of that country to the European Economic Community.

COUNCIL DECISION

of 15 October 1973

concluding the Agreement between the European Economic Community and the Republic of Senegal on the supply of sorghum and common wheat as food aid

(73/379/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; whereas that Convention has been applicable since 1 July 1971;

Whereas by letter of 13 November 1972 the Republic of Senegal submitted a request for emergency food aid;

Whereas the adverse climatic conditions experienced by Senegal have appreciably reduced its grain supplies; whereas that country should therefore be granted a gift of 4 000 metric tons of sorghum and 4 555 metric tons of common wheat under the Community Food Aid Programme for the year 1971/72,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Senegal for the supply of sorghum and common wheat 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 necessary to bind the Community.

Done at Luxembourg, 15 October 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

between the European Economic Community and the Republic of Senegal on the supply of sorghum and common wheat as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,
of the one part,

THE GOVERNMENT OF THE REPUBLIC OF SENEGAL,
of 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 SENEGAL:

WHO HAVE AGREED AS FOLLOWS:

Article I

As part of its Food Aid Programme (Cereals) for the year 1971/72, the European Economic Community, hereinafter referred to as the 'Community', shall supply 4 000 metric tons of sorghum and 4 555 metric tons of common wheat as a gift to the Republic of Senegal, hereinafter referred to as the 'country of destination'.

Article II

Deliveries shall be made cif at ports of discharge of the country of destination in new jute sacks of a net weight of 50 kilogrammes 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 the ports of discharge to the places of destination.

Article V

The country of destination undertakes to use the products received as aid for purposes of consumption and to distribute such products to people in need free of charge. However, it is authorized, where the needs of the people concerned justify it, to exchange locally all or part of the common wheat supplied as aid for maize or sorghum or to sell the said wheat in order to use the money obtained from the sale to purchase maize or sorghum on the most advantageous terms available in the local market.

Article VI

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

This amount shall amount to 10 units of account per metric tons of goods 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 manner 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 to take place in the absence of such supplies.

Article VIII

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

- the re-export of the product received as aid and of products and by-products derived from it;
- the export, commercially or otherwise, within 6 months of the last delivery, either of the products obtained locally, of the same nature as the products received as aid, or of any products or by-products derived from them.

Article IX

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

- not more than thirty days after discharge of each consignment: port and date of vessel's arrival; nature, quantity and quality of the products discharged; date on which discharge was completed;
- every three months until the quantities received as aid have been fully used: the quantities distributed, the number and type of recipient, 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 country of destination at the moment at which the goods are actually taken in charge in the ship's hold at the port of discharge.

The country of destination shall pay all costs subsequent to delivery of the goods, including the costs of unloading (breaking bulk, hoisting, taking delivery, for example) as well as any lighterage costs.

Any demurrage or dispatch money at the port of unloading shall be borne by or paid to the country of destination. 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 country of destination referred to in Article 5.

Article 2

The Community shall forward to the country of destination, 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 and the port of discharge.

Article 3

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

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

Article 4

On delivery, a tolerance of 5 % less than the quantity 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 country of destination.

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

Information concerning the signing of the Agreement between the European Economic Community and the Republic of Senegal on the supply of food aid

The Agreement between the European Economic Community and the Republic of Senegal on the supply of food aid in the form of sorghum and common wheat as food aid, which the Council decided to conclude on 15 October 1973, was signed in Brussels on 12 November 1973.

on behalf of the Council of the European Communities, by Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee and by Mr Hans-Broder Krohn, Director-General for Development and Cooperation of the Commission of the European Communities;

on behalf of the Government of the Republic of Senegal, by Mr Seydina Oumar Sy, Ambassador, Representative of that country to the European Economic Community.

COUNCIL DECISION

of 15 October 1973

concluding the Agreement between the European Economic Community and the Arab Republic of Yemen on the supply of common wheat as food aid

(73/380/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 1971 Food Aid Convention; whereas that Convention has been applicable since 1 July 1971;

Whereas the Arab Republic of Yemen, by its letter of 8 December 1971, has requested food aid;

Whereas in view of the cereal supply situation in the Yemen that country should be accorded, by way of gift, 4 000 metric tons of common wheat under the Community Food Aid Programme for 1971/72,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Arab Republic of Yemen for the supply of common wheat 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 necessary powers to bind the Community.

Done at Luxembourg, 15 October 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

between the European Economic Community and the Arab Republic of Yemen on the supply of common wheat as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,
of the one part,

THE GOVERNMENT OF THE ARAB REPUBLIC OF YEMEN,
of 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 ARAB REPUBLIC OF YEMEN:

WHO HAVE AGREED AS FOLLOWS:

Article I

As a part of its Food Aid Programme (Cereals) for 1971/72, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Arab Republic of Yemen, hereinafter referred to as the 'recipient country', with 4 000 metric tons of common wheat.

Article II

Deliveries will be made in bulk cif to ports of discharge of the recipient country.

Article III

The obligations and responsibilities of the Community and of the recipient country relating in particular 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 product from ports of discharge to places of destination.

Article V

The recipient country undertakes to use the product 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 of comparable quality.

The proceedings from this sale, less the normal cost of selling the product on the recipient country's market, shall be paid into a special account at the Central Bank of that country and allocated to the financing of one or more development schemes proposed by the recipient country 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.

Article VII

The recipient country shall take all appropriate measures to prevent:

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

2. 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 recipient country's market;

3. On 15 January every year until the special account has been fully used:

- (a) state of this account (deposits and withdrawals) on 31 December of the preceding year;
- (b) progress achieved in the project or projects, with an indication of the total amount of financing carried out at that stage.

Article VIII

The recipient country undertakes to inform the Community of the mode of implementation of this Agreement. To this end it shall provide the Commission of the European Communities with the following information:

1. 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;

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 shall be 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 are actually taken in charge in the ship's hold at the port of discharge.

The country of destination shall pay all costs subsequent to delivery of the goods, including the costs of unloading (breaking bulk, hoisting, taking delivery, for example) as well as any lighterage costs.

Any demurrage or dispatch money at the port of discharge shall be borne by or paid to the country of destination. 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 country of destination referred to in Article 5.

Article 2

The Community shall forward to the country of destination, 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 and the port of discharge.

Article 3

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

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

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 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 country of destination.

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

Information concerning the signing of the Agreement between the European Economic Community and the Arab Republic of Yemen on the supply of food aid

The Agreement between the European Economic Community and the Arab Republic of Yemen on the supply of common wheat as food aid, which the Council decided to conclude on 15 October 1973, was signed in Brussels on 15 November 1973

on behalf of the Council of the European Communities, by Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee and by Mr Hans-Broder Krohn, Director-General for Development and Cooperation of the Commission of the European Communities;

on behalf of the Government of the Republic of the Arab Republic of Yemen, by Mr Ahmed Kaid Barakat, Ambassador Extraordinary and Plenipotentiary, Head of that country's Mission to the European Community.

COUNCIL DECISION

of 6 November 1973

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

(73/381.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 Palestinian refugees in the Near East 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 17 022 metric tons of cereals in the form of 9 316 metric tons of common wheat flour and 2 290 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 Palestinian refugees on the supply of flour of common wheat and milled 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 upon them the necessary powers to bind the Community.

Done at Brussels, 6 November 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,
of the one part,

THE UNITED NATIONS RELIEF AND WORK AGENCY FOR PALESTINIAN REFUGEES,
of 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 PALESTINIAN REFUGEES:

WHO HAVE AGREED AS FOLLOWS:

Article I

Within its Food Aid Programme (Cereals) for 1972/73, the European Economic Community, hereinafter referred to as the 'Community', shall supply as a gift to the United Nations Relief and Works Agency for Palestinian refugees, hereinafter referred to as 'the recipient body', a consignment of 17 022 metric tons of cereals in the form of 9 316 tons of flour of common wheat and 2 290 tons of milled rice.

Article II

Deliveries shall be made cif to ports of discharge in Lebanon or Israel in new jute sacks each weighing 50 kilogrammes net.

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 Palestinian 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 30 days after the unloading of each consignment: the dates of arrival of ships at ports of destination, quantities and condition of the product unloaded, dates on which unloading was completed;
- 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 VII

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

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 discharge, 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 4, 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 discharge 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 discharge 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 discharge.

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 discharge, whose name and address it shall make known to the Community before the Agreement is implemented.

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

The Agreement between the European Economic Community and UNRWA on the supply of flour of common wheat and milled rice as food aid, which the Council decided to conclude on 6 November 1973, was signed in Brussels on 6 November 1973

on behalf of the Council of the European Communities by Mr Otto Møller, Minister Counsellor, Deputy Permanent Representative, and Mr T. Durieux, Director in the Directorate-General for Development-Assistance at the Commission of the European Communities;

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

COUNCIL DECISION

of 9 November 1973

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

(73/382/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 1971 Food Aid Convention; whereas that Convention has been
applicable since 1 July 1971;

Whereas the Republic of Upper Volta, by its letter of 3 December 1971, has requested
food aid;

Whereas in view of the cereal supply situation in Upper Volta that country should be
accorded, by way of gift, 2 500 metric tons of maize under the Community Food Aid
Programme for 1971/72,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of
Upper Volta for the supply of maize as food aid, the text whereof is annexed hereto,
is hereby concluded on behalf of the European Economic Community.

Article 2

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

Done at Brussels, 9 November 1973.

*For the Council**The President*

Per HAEKKERUP

AGREEMENT

between the European Economic Community and the Republic of Upper Volta concerning the supply of maize as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,
of the one part,

THE GOVERNMENT OF THE REPUBLIC OF UPPER VOLTA,
of 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 part of its Food Aid Programme (Cereals) for 1971/72, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Republic of Upper Volta, hereinafter referred to as the 'recipient country', with 2 500 metric tons of maize, by way of gift.

Article II

Deliveries will be made at the frontier of the recipient country in new jute sacks containing 50 kilograms each.

Article III

The obligations and responsibilities of the Community and of the recipient country relating to delivery and the taking of delivery in particular 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 product as from frontier crossing point to the place of destination.

Article V

The recipient country undertakes to use the product received as aid for purposes of consumption and to implement, for the sale of the product on the local market, prices normally obtaining on that market for goods of comparable quality.

The proceeds from this sale, less the normal cost of selling the product on the local market, (excluding the cost of interior transport) shall be paid into a special account at the Central Bank of that country, or at a bank controlled by the State, and allocated to the financing of one or more development schemes which shall have been proposed by the recipient country 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 recipient country undertakes to import commercially from whatever source, between 1 July 1972 and 30 June 1973, a minimum quantity of 18 000 metric tons of grain.

Article VII

The recipient country shall take all appropriate measures to prevent:

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

Article VIII

The recipient country undertakes to inform the Community of the mode of application of this Agreement. To this end it shall provide the Commission of the European Communities with the following information:

1. not later than thirty days after delivery is taken of each cargo: place and date of taking delivery; nature, quantity and quality of the goods of which delivery has been taken;
2. 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 recipient country's market;

3. on 15 January every year until the special account has been fully used:

- (a) state of this account (deposits and withdrawals) on 31 December of the preceding year;
- (b) progress achieved in the project or projects, with an indication of the total amount of financing carried out at that stage.

Article IX

The country of destination shall take all measures necessary to enable persons duly authorized by the Community to follow on-the-spot the progress of operations carried out in pursuance of this Agreement.

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 shall be drawn up in duplicate in the Danish, Dutch, English, French, German and Italian languages, each of these texts being equally 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 for 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

As soon as possible after the goods have left the port of shipment, the Community shall advise the recipient country of the date of loading, of the quantity and quality of the goods as at shipment, the port of discharge, and the means of overland transport to be used for the shipment of the goods to the places of delivery.

Article 3

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

Article 4

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

Article 5

To implement 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.

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

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 9 November 1973, was signed in Brussels on 12 November 1973

on behalf of the Council of the European Communities, by Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representative Committee, and by Mr Hans-Broder Krohn, Director-General for Development and Cooperation of the Commission of the European Communities;

on behalf of the Government of the Republic of Upper Volta by Mr Pierre Ilboudo, Ambassador, Representative of that Government to the European Economic Community.

COUNCIL DECISION

of 9 November 1973

concluding the Agreement between the European Economic Community and the Islamic Republic of Mauritania on the supply of skimmed-milk powder as food aid

(73/383/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 by Council Regulation (EEC) No 1264/73 ⁽¹⁾ of 14 May 1973 on the supply of skimmed-milk powder as food aid to the countries of the Sahel, it was decided to make 1 800 metric tons of skimmed-milk powder available to the Islamic Republic of Mauritania;

Whereas the procedure for fixing the place of destination, referred to in Article II of the Agreement should be specified,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Islamic Republic of Mauritania on the supply of skimmed-milk powder as food aid, the text of which is annexed hereto, is hereby concluded on behalf of the Community.

Article 2

The acceptance referred to in Article II of the Agreement shall be given for the Community by the Commission.

Article 3

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 Brussels, 9 November 1973.

*For the Council**The President*

Per HAEKKERUP

⁽¹⁾ OJ No L 129, 16. 5. 1973, p. 27.

AGREEMENT

between the European Economic Community and the Islamic Republic of Mauritania
on the supply of skimmed-milk powder as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,
of the one part,

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF MAURITANIA,
of 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 ISLAMIC REPUBLIC OF MAURITANIA:

WHO HAVE AGREED AS FOLLOWS:

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply as a gift to the Islamic Republic of Mauritania, hereinafter referred to as the 'country of destination', 1 800 metric tons of skimmed-milk powder 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 to the place of destination proposed by the country of destination and accepted by the Community.

Article III

The obligations and responsibilities of the Community and of the country of destination, 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 country of destination undertakes to make all the necessary arrangements for the transport and insurance of the delivered products from the ports of discharge to their places of destination.

Article V

The recipient country undertakes to use the products received as aid for consumption and to distribute them free of charge to the needy populations.

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.

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 from the date of the last delivery, either of the skimmed-milk powder produced locally which should be of the same kind as that received as aid or of processed products derived from it.

Article VIII

The country of destination undertakes to inform the Community of the circumstances surrounding the implementation of this Agreement. For this purpose, it shall communicate to the Commission of the European Communities the following information:

- (1) not more than thirty days after the unloading of each consignment: port and date of ship's arrival; kind, quantity and quality of products unloaded; date on which discharge was completed;
- (2) every three months until the quantities received as aid have been fully used: quantities distributed, number and nature of the beneficiaries, places, rate and method of distribution.

Article IX

The country of destination shall take all appropriate measures to enable those persons duly authorized by

the Community to make on-the-spot observations of the operations connected with the implementation of the Agreement.

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 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 of the skimmed milk powder

I. Quality requirements

(a) fat content:	not exceeding 1.5 %
(b) water content:	not exceeding 4.0 %
(c) total acidity (lactic acid):	not exceeding 0.15 % (18° Dornic)
(d) test for neutralizing agents:	negative
(e) permitted additives:	none
(f) test for phosphatase:	negative
(g) solubility:	not exceeding 0.5 ml (not less than 99 %)
(h) degree of purity:	not less than disc B (15.0 mg)
(i) germ content:	not exceeding 50 000 per gr
(k) strength of colon bacillus:	negative in 0.1 gr
(l) flavour and smell:	fresh
(m) appearance:	white or slightly yellowish, absence of impurities and coloured particles

II. Packaging

- (a) containing 25 kilogrammes net weight;
- (b) composition:
 - (aa) 4 Kraft paper bags of a strength representing at least 70 g per m²;
1 intercalated bag of tar-lined paper of a strength representing at least 140 g per m²;
1 polyethylene inner bag at least 0.06 mm thick, welded or double-bound;
 - (bb) or 1 bag of clubpack-poly-duplo-paper of a strength representing at least 50/20/50 g per m²;
2 Kraft paper bags of a strength representing at least 70/75 g per m²;
1 polyethylene inner bag at least 0.10 mm thick, welded or double-bound;

(c) marking on the packaging (in French):

LAIT ÉCRÉMÉ EN POUDRE/DON DE LA COMMUNAUTÉ ÉCONOMIQUE
EUROPÉENNE À LA RÉPUBLIQUE ISLAMIQUE DE MAURITANIE

ANNEX II

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 actually arrive at the place of destination.

The country of destination shall pay all costs for 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 country of destination shall be borne by the latter.

Article 2

The Community shall notify the country of destination as soon as possible of the means of transport to be used to carry the goods to the place of destination, the means of shipment to be used during the intermediary phases, the date of loading and the quantity and quality of the goods as recorded on shipment from the Community.

Article 3

The Community shall inform the country of destination of the expected date of arrival of the goods at the place of destination in good time before that date. It shall confirm that date at least two days in advance.

Article 4

To implement 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 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.

Information concerning the signing of the Agreement between the European Economic Community and the Islamic Republic of Mauritania on the supply of food aid

The Agreement between the European Economic Community and the Islamic Republic of Mauritania on the supply of skimmed-milk powder as food aid, which the Council decided to conclude on 9 November 1973, was signed in Brussels on 12 November 1973 on behalf of the Council of the European Communities by

Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee and Mr Hans-Broder Krohn, Director-General for Development and Cooperation at the Commission of the European Communities;

and on behalf of the Government of the Islamic Republic of Mauritania by Mr Ely Ould Allaf, Ambassador, Representative of that Government to the European Economic Community.

COUNCIL DECISION

of 9 November 1973

concluding the Agreement between the European Economic Community and the Eastern Republic of Uruguay on the supply of common wheat as food aid

(73/384/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 1971 Food Aid Convention; whereas that Convention has been applicable since 1 July 1971;

Whereas by its letter of 7 December 1972, the Eastern Republic of Uruguay requested food aid;

Whereas in view of the cereal supply situation in Uruguay that country should be accorded, by way of gift, 10 000 metric tons of common wheat under the Community Food Aid Programme for 1972/73,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Eastern Republic of Uruguay for the supply of common wheat 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 necessary powers to bind the Community.

Done at Brussels, 9 November 1973.

*For the Council**The President*

Per HAEKKERUP

AGREEMENT

between the European Economic Community and the Eastern Republic of Uruguay
concerning the supply of common wheat as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,
of the one part,

THE GOVERNMENT OF THE EASTERN REPUBLIC OF URUGUAY,
of 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 EASTERN REPUBLIC OF URUGUAY:

WHO HAVE AGREED AS FOLLOWS:

Article I

As part of its Food Aid Programme (Cereals) for 1972/1973, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Eastern Republic of Uruguay, hereinafter referred to as the 'recipient country', with 10 000 metric tons of common wheat.

Article II

Deliveries will be made in bulk fob at Community ports.

Article III

The obligations and responsibilities of the Community and of the recipient country relating in particular to delivery and the taking of delivery respectively 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 product 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 recipient country undertakes to use the product 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 of comparable quality.

The proceeds from this sale, less the cost of sea transport, insurance and the normal cost of selling the product on the recipient country's market, shall

be paid into a special account at the Central Bank of that country and allocated to the financing of one or more development schemes which shall have been proposed by the recipient country 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.

Article VII

The recipient country shall take all appropriate measures to prevent:

- the re-export of the product received as aid and of products and by-products resulting from such supplies;
- the export, commercially or otherwise, during a period of four months of the last delivery, either of the product obtained locally and of the same nature as the product received as aid or of any products or by-products resulting from it.

Article VIII

The recipient country undertakes to inform the Community of the mode of implementation of this Agree-

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

1. 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;
2. every three months until the quantities received as aid have been fully used: quantities sold, how they have sold, selling prices; normal selling costs on the recipient country's market;
3. on 15 January every year until the special account has been fully used:
 - (a) state of this account (lodgments and withdrawals) on 31 December of the preceding year;
 - (b) progress achieved in the project or projects, with an indication of total amount of financing carried out at that stage.

Article IX

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

Article X

This Agreement shall be drawn up in duplicate in the Danish, Dutch, English, French, German, Italian and Spanish 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 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 provisions of 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 loaded 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.

Information concerning the signing of the Agreement between the European Economic Community and the Eastern Republic of Uruguay on the supply of food aid

The Agreement between the European Economic Community and the Eastern Republic of Uruguay on the supply of common wheat food aid, which the Council decided to conclude on 9 November 1973, was signed in Brussels on 12 November 1973

on behalf of the Council of the European Communities, by Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee and by Mr Hans-Broder Krohn, Director-General for Development and Cooperation of the Commission of the European Communities;

on behalf of the Government of the Eastern Republic of Uruguay by Mr Federico Grünwaldt-Ramasso, Ambassador, Head of that country's Mission to the European Community.

COUNCIL DECISION

of 9 November 1973

concluding the Agreement between the European Economic Community and the Republic of the Philippines on the supply of common wheat and of flour of common wheat as food aid

(73/385/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 1971 Food Aid Convention; whereas that Convention has been applicable since 1 July 1971;

Whereas by its letter of 24 October 1972, the Republic of the Philippines has requested food aid;

Whereas in view of the cereal supply situation in the Philippines, that country should be accorded, by way of gift, 10 000 metric tons of common wheat of which half will be supplied in the form of 3 311 metric tons of flour of common wheat under the Community Food Aid Programme for 1972/73,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of the Philippines on the supply of common wheat and of flour of common wheat as food aid, the text of which is annexed to this Decision, 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 necessary powers to bind the Community.

Done at Brussels, 9 November 1973.

*For the Council**The President*

Per HAEKKERUP

AGREEMENT

between the European Economic Community and the Republic of the Philippines on
the supply of common wheat and of flour of common wheat as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,
of the one part,

THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES,
of 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 THE PHILIPPINES:

WHO HAVE AGREED AS FOLLOWS:

Article I

As part of its Food Aid Programme (Cereals) for 1972/73, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Republic of the Philippines, hereinafter referred to as the 'recipient country', by way of a gift with 10 000 metric tons of common wheat of which half shall be supplied in the form of 3 311 metric tons of flour of common wheat.

Article II

Deliveries will be made fob to Community ports, in bulk in the case of common wheat, in new cotton sacks each weighing 50 kilogrammes net, in the case of flour of common wheat.

Article III

The obligations and responsibilities of the Community and of the recipient country relating in particular to delivery and the taking of delivery respectively 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 product 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 shall not be 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 recipient country undertakes to use the product 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 of comparable quality.

The proceeds from this sale, less the costs of sea transport, of insurance and the normal cost of selling the product on the recipient country's market, shall

be paid into a special account at the Central Bank of that country and allocated to the financing of one or more development schemes proposed by the recipient country 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 recipient country undertakes to import commercially from whatever source between 1 January 1973 and 30 December 1973 a minimum quantity of 430 000 metric tons of common wheat or its equivalent in flour of common wheat.

Article VII

The recipient country shall take all appropriate measures to prevent:

- the re-export of the product received as aid and of products and by-products resulting from such supplies;
- the export, commercially or otherwise, within six months of the last delivery, either of local produce of the same nature as that received as aid or of any by-products resulting from it.

Article VIII

The recipient country undertakes to inform the Community of the mode of implementation of this Agree-

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

1. 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;
2. 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 recipient country's market;
3. on 15 January every year until the special account has been fully used:
 - (a) state of this account (lodgments and withdrawals) on 31 December of the preceding year;
 - (b) progress achieved in the project or projects, with an indication of the total amount of financing carried out 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 shall be drawn up in duplicate in the Danish, Dutch, English, French, German and Italian languages, each of these texts being equally 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 have been placed in the ship's hold at the port of shipment.

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

Any demurrage 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 recipient country and the carrier must have been agreed upon in advance by the agent of the recipient country and the authorized agent of the Community referred to in Article 9.

Article 2

The Community shall notify the recipient country 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 recipient country of the date of loading, together with the quantity and quality of the goods as recorded on loading.

Article 6

The recipient country 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 recipient country 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 recipient country.

Article 7

Should the recipient country 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 the balance or until the country of destination gives notice in writing that it gives up the balance, the goods shall be held at the expense, risk and peril of the recipient country.

The recipient country must notify the Community 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 recipient country under Article I of the Agreement.

Article 8

The recipient country 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; it shall at the same time indicate how soon after that date the vessel will be ready for loading.

The recipient country 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 recipient country.

The recipient country 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.

Information concerning the signing of the Agreement between the European Economic Community and the Republic of the Philippines on the supply of food aid

The Agreement between the European Economic Community and the Republic of the Philippines on the supply of common wheat and flour of common wheat as food aid, which the Council decided to conclude on 9 November 1973, was signed in Brussels on 12 November 1973

on behalf of the Council of the European Communities by Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representative Committee and Mr Hans-Broder Krohn, Director-General for Development and Co-operation at the Commission of the European Communities;

and on behalf of the Government of the Republic of the Philippines by Mr Faustino, Ambassador Extraordinary and Plenipotentiary, Head of the country's Mission to the European Economic Community.

COUNCIL DECISION

of 9 November 1973

concluding the Agreement between the European Economic Community and the Republic of Senegal on the supply of maize as food aid

(73/386/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 1971 Food Aid Convention; whereas that Convention has been applicable since 1 July 1971;

Whereas the Republic of Senegal, by its letter of 7 December 1972, has requested food aid;

Whereas in view of the cereal supply situation in Senegal that country should be accorded, by way of gift, 5 000 metric tons of maize under the Community Food Aid Programme for 1972/73,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Senegal on the supply of maize as food aid, the text whereof 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 necessary powers to bind the Community.

Done at Brussels, 9 November 1973.

*For the Council**The President*

Per HAEKKERUP

AGREEMENT

between the European Economic Community and the Republic of Senegal on the supply of maize as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,
of the one part,

THE GOVERNMENT OF THE REPUBLIC OF SENEGAL,
of 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 SENEGAL:

WHO HAVE AGREED AS FOLLOWS:

Article I

As part of its Food Aid Programme (Cereals) for 1972/73, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Republic of Senegal, hereinafter referred to as the 'recipient country', with 5 000 metric tons of maize, by way of gift.

Article II

Deliveries will be made in new jute sacks at the place of destination, fixed by common accord between the recipient country and the Commission of the European Communities.

Article III

The obligations and responsibilities of the Community and of the recipient country relating to delivery and the taking of delivery in particular 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 product as from the place of destination.

Article V

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

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.

Article VII

The recipient country shall take all appropriate measures to prevent:

- the re-export of the product received as aid and of products resulting from such supplies;
- the export, commercially or otherwise, within 6 months of the last delivery, either of the product obtained locally and of the same nature as the product received as aid or of any products resulting from it.

Article VIII

The recipient country undertakes to inform the Community of the mode of application of this Agreement. To this end it shall provide the Commission of the European Communities with the following information:

1. not later than 30 days after delivery is taken of each cargo: place and date of taking delivery; nature, quantity and quality of the goods of which delivery has been taken;

2. every three months until the quantities received as aid have been fully used: the quantities distributed, the number and type of recipients and the places, the rate and the method of distribution.

Article IX

The country of destination shall take all measures necessary to enable persons duly authorized by the Community to follow on the spot the progress of operations carried out in pursuance of this Agreement.

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 shall be drawn up in duplicate in the Danish, Dutch, English, French, German and Italian languages, each of these texts being equally 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 arrive at the place of destination.

The recipient country shall pay all costs for 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 of the means of transport to be used to carry the goods to the place of destination, the means of shipment to be used during the intermediary phases, the date of loading and the quantity and quality of the goods as recorded on shipment from the Community.

Article 3

The Community shall inform the recipient country of the expected date of arrival of the goods at the place of destination in good time before that date. It shall confirm that date at least two days in advance.

Article 4

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

Article 5

To implement this Annex, the Community shall appoint an authorised 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.

Information concerning the signing of the Agreement between the European Economic Community and the Republic of Senegal on the supply of food aid

The Agreement between the European Economic Community and Republic of Senegal on the supply of maize as food aid, which the Council decided to conclude on 9 November 1973, was signed in Brussels on 12 November 1973

on behalf of the Council of the European Communities, by Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee and by Mr Hans-Broder Krohn, Director-General for Development and Cooperation of the Commission of the European Communities;

on behalf of the Government of the Republic of Senegal, by Mr Seydina Oumar Sy, Ambassador, Representative of that country to the European Economic Community.

COUNCIL DECISION

of 9 November 1973

concluding the Agreement between the European Economic Community and the Republic of Niger on the supply of skimmed-milk powder as food aid

(73/387/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 by Council Regulation (EEC) No 1264/73 ⁽¹⁾ of 14 May 1973 on the supply of skimmed-milk powder as food aid to the countries of the Sahel, it was decided to make 2 500 metric tons of skimmed-milk powder available to the Republic of Niger;

Whereas the procedure for fixing the place of destination, referred to in Article II of the Agreement should be specified,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Niger on the supply of skimmed-milk powder as food aid, the text of which is annexed hereto, is hereby concluded on behalf of the Community.

Article 2

The acceptance referred to in Article II of the Agreement shall be given for the Community by the Commission.

Article 3

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 Brussels, 9 November 1973.

*For the Council**The President*

Per HAEKKERUP

⁽¹⁾ OJ NO L 129, 16. 5. 1973, p. 27.

AGREEMENT

between the European Economic Community and the Republic of Niger on the supply
of skimmed-milk powder as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,
of the one part,

THE GOVERNMENT OF THE REPUBLIC OF NIGER,
of 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 NIGER:

WHO HAVE AGREED AS FOLLOWS:

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply as a gift to the Republic of Niger, hereinafter referred to as the 'country of destination' 2 500 metric tons of skimmed-milk powder 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 to the place of destination proposed by the country of destination and accepted by the Community.

Article III

The obligations and responsibilities of the Community and of the country of destination, 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 country of destination undertakes to make all the necessary arrangements for the transport and insurance of the delivered products from the ports of discharge to their places of destination.

Article V

The recipient country undertakes to use the products received as aid for consumption and to distribute them free of charge to the needy populations.

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.

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 from the date of the last delivery, either of the skimmed-milk powder produced locally which should be of the same kind as that received as aid or of processed products derived from it.

2. every three months until the quantities received as aid have been fully used: quantities distributed, number and nature of the beneficiaries, places, rate and method of distribution.

Article IX

The country of destination shall take all appropriate measures to enable those persons duly authorized by the Community to make on-the-spot observations of the operations connected with the implementation of the Agreement.

Article VIII

The country of destination undertakes to inform the Community of the circumstances surrounding the implementation of this Agreement. For this purpose, it shall communicate to the Commission of the European Communities the following information:

1. not more than 30 days after the unloading of each consignment: port and date of ship's arrival; kind, quantity and quality of products unloaded; date on which discharge was completed;

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 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 of the skimmed-milk powder

I. *Quality requirements*

(a) fat content:	not exceeding 1.5 %
(b) water content:	not exceeding 4.0 %
(c) total acidity (lactic acid):	not exceeding 0.15 % (18° Dornic)
(d) test for neutralising agents:	negative
(e) permitted additives:	none
(f) test for phosphatase:	negative
(g) solubility:	not exceeding 0.5 ml (not less than 99 %)
(h) degree of purity:	not less than disc B (15.0 mg)
(i) germ content:	not exceeding 50 000 per gr
(k) strength of colon bacillus:	negative in 0.1 gr
(l) flavour and smell:	fresh
(m) appearance:	white or slightly yellowish, absence of impurities and coloured particles

II. *Packaging*

- (a) containing 25 kilogrammes net weight;
- (b) composition:
 - (aa) 4 Kraft paper bags of a strength representing at least 70 g per m²;
 - 1 intercalated bag of tar-lined paper of a strength representing at least 140 g per m²;

- 1 polyethylene inner bag at least 0.06 mm thick, welded or double-bound;
- (bb) or 1 bag of clubpack-poly-duplo-paper of a strength representing at least 50/20/50 g per m²;
- 2 Kraft paper bags of a strength representing at least 70/75 g per m²;
- 1 polyethylene inner bag at least 0.10 mm thick, welded or double-bound;
- (c) marking on the packaging (in French):
LAIT ÉCRÉMÉ EN POUDRE/DON DE LA COMMUNAUTÉ ÉCONOMIQUE
EUROPÉENNE À LA RÉPUBLIQUE DU NIGER

ANNEX II

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 actually arrive at the place of destination.

The country of destination shall pay all costs for 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 country of destination shall be borne by the latter.

Article 2

The Community shall notify the country of destination as soon as possible of the means of transport to be used to carry the goods to the place of destination, the means of shipment to be used during the intermediary phases, the date of loading and the quantity and quality of the goods as recorded on shipment from the Community.

Article 3

The Community shall inform the country of destination of the expected date of arrival of the goods at the place of destination in good time before that date. It shall confirm that date at least two days in advance.

Article 4

To implement 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 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.

Information concerning the signing of the Agreement between the European Economic Community and the Republic of Niger on the supply of food aid

The Agreement between the European Economic Community and Republic of Niger on the supply of skimmed-milk powder as food aid, which the Council decided to conclude on 9 November 1973, was signed in Brussels on 12 November 1973

on behalf of the Council of the European Communities, by Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee and by Mr Hans-Broder Krohn, Director-General for Development and Co-operation of the Commission of the European Communities;

on behalf of the Government of the Republic of Niger, by Mr Jean Poisson, Ambassador, Representative of that country to the European Economic Community.

COUNCIL DECISION

of 9 November 1973

concluding the Agreement between the European Economic Community and the Republic of Senegal on the supply of skimmed-milk powder as food aid

(73/388/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 by Council Regulation (EEC) No 1264/73 ⁽¹⁾ of 14 May 1973 on the supply of skimmed-milk powder as food aid to the countries of the Sahel, it was decided to make 2 400 metric tons of skimmed-milk powder available to the Republic of Senegal; Whereas the procedure for fixing the place of destination, referred to in Article II of the Agreement should be specified,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Senegal on the supply of skimmed-milk powder as food aid, the text of which is annexed hereto, is hereby concluded on behalf of the Community.

Article 2

The acceptance referred to in Article II of the Agreement shall be given for the Community by the Commission.

Article 3

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 Brussels, 9 November 1973.

*For the Council**The President*

Per HAEKKERUP

⁽¹⁾ OJ No L 129, 16. 5. 1973, p. 27.

AGREEMENT

between the European Economic Community and the Republic of Senegal on the supply of skimmed-milk powder as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,
of the one part,

THE GOVERNMENT OF THE REPUBLIC OF SENEGAL,
of 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 SENEGAL:

WHO HAVE AGREED AS FOLLOWS:

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply as a gift to the Republic of Senegal, hereinafter referred to as the 'country of destination', 2 400 metric tons of skimmed-milk powder 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 to the place of destination proposed by the country of destination and accepted by the Community.

Article III

The obligations and responsibilities of the Community and of the country of destination, 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 country of destination undertakes to make all the necessary arrangements for the transport and insurance of the delivered products from the ports of discharge to their places of destination.

Article V

The recipient country undertakes to use the products received as aid for consumption and to distribute them free of charge to the needy populations.

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.

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 from the date of the last delivery, either of the skimmed-milk powder produced locally which should be of the same kind as that received as aid or of processed products derived from it.

Article VIII

The country of destination undertakes to inform the Community of the circumstances surrounding the implementation of this Agreement. For this purpose, it shall communicate to the Commission of the European Communities the following information:

1. not more than 30 days after the unloading of each consignment: port and date of ship's arrival; kind, quantity and quality of products unloaded; date on which discharge was completed;

2. every three months until the quantities received as aid have been fully used: quantities distributed, number and nature of the beneficiaries, places, rate and method of distribution.

Article IX

The country of destination shall take all appropriate measures to enable those persons duly authorized by the Community to make on-the-spot observations of the operations connected with the implementation of the Agreement.

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 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 of the skimmed-milk powder

I. Quality requirements

(a) fat content:	not exceeding 1.5 %
(b) water content:	not exceeding 4.0 %
(c) total acidity (lactic acid):	not exceeding 0.15 % (18° Dornic)
(d) test for neutralizing agents:	negative
(e) permitted additives:	none
(f) test for phosphatase:	negative
(g) solubility:	not exceeding 0.5 ml (not less than 99 %)
(h) degree of purity:	not less than disc B (15.0 mg)
(i) germ content:	not exceeding 50 000 per gr
(k) strength of colon bacillus:	negative in 0.1 gr
(l) flavour and smell:	fresh
(m) appearance:	white or slightly yellowish, absence of impurities and coloured particles

II. Packaging

- (a) containing 25 kilogrammes net weight;
- (b) composition:
 - (aa) 4 Kraft paper bags of a strength representing at least 70 g per m²;

- 1 intercalated bag of tar-lined paper of a strength representing at least 140 g per m²;
 - 1 polyethylene inner bag at least 0.06 mm thick, welded or double-bound;
 - (bb) or 1 bag of clubpack-poly-duplo-paper of a strength representing at least 50/20/50 g per m²;
 - 2 Kraft paper bags of a strength representing at least 70/75 g per m²;
 - 1 polyethylene inner bag at least 0.10 mm thick, welded or double-bound;
- (c) marking on the packaging (in French):
LAIT ÉCRÉMÉ EN POUDRE/DON DE LA COMMUNAUTÉ ÉCONOMIQUE
EUROPÉENNE À LA RÉPUBLIQUE DU SÉNÉGAL

ANNEX II

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 actually arrive at the place of destination.

The country of destination shall pay all costs for 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 country of destination shall be borne by the latter.

Article 2

The Community shall notify the country of destination as soon as possible of the means of transport to be used to carry the goods to the place of destination, the means of shipment to be used during the intermediary phases, the date of loading and the quantity and quality of the goods as recorded on shipment from the Community.

Article 3

The Community shall inform the country of destination of the expected date of arrival of the goods at the place of destination in good time before that date. It shall confirm that date at least two days in advance.

Article 4

To implement 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 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.

Information concerning the signing of the Agreement between the European Economic Community and the Republic of Senegal on the supply of food aid

The Agreement between the European Economic Community and Republic of Senegal on the supply of skimmed-milk powder as food aid, which the Council decided to conclude on 9 November 1973, was signed in Brussels on 12 November 1973

on behalf of the Council of the European Communities, by Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee and by Mr Hans-Broder Krohn, Director-General for Development and Cooperation of the Commission of the European Communities;

on behalf of the Government of the Republic of Senegal, by Mr Seydina Oumar Sy, Ambassador, Representative of that country to the European Economic Community.

COUNCIL DECISION**of 9 November 1973****concluding the Agreement between the European Economic Community and the Republic of Upper-Volta on the supply of skimmed-milk powder as food aid****(73/389/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 by Council Regulation (EEC) No 1264/73 ⁽¹⁾ of 14 May 1973 on the supply of skimmed-milk powder as food aid to the countries of the Sahel, it was decided make 1 800 metric tons of skimmed-milk powder available to the Republic of Upper Volta;

Whereas the procedure for fixing the place of destination, referred to in Article II of the Agreement should be specified,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Upper Volta on the supply of skimmed-milk powder as food aid, the text of which is annexed hereto, is hereby concluded on behalf of the Community.

Article 2

The acceptance referred to in Article II of the Agreement shall be given for the Community by the Commission.

Article 3

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 Brussels, 9 November 1973.*For the Council**The President*

Per HAEKKERUP

⁽¹⁾ OJ No L 129, 16. 5. 1973, p. 27

AGREEMENT

between the European Economic Community and the Republic of Upper Volta on the supply of skimmed-milk powder as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,
of the one part,

THE GOVERNMENT OF THE REPUBLIC OF UPPER VOLTA,
of 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

The European Economic Community, hereinafter referred to as the 'Community', shall supply as a gift to the Republic of Upper Volta, hereinafter referred to as the 'country of destination', 1 800 metric tons of skimmed-milk powder 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 to the place of destination proposed by the country of destination and accepted by the Community.

Article III

The obligations and responsibilities of the Community and of the country of destination, 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 country of destination undertakes to make all the necessary arrangements for the transport and insurance of the delivered products from the ports of discharge to their places of destination.

Article V

The recipient country undertakes to use the products received as aid for consumption and to distribute them free of charge, to the needy populations.

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.

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 from the date of the last delivery, either of the skimmed-milk powder produced locally which should be of the same kind as that received as aid or of processed products derived from it.

Article VIII

The country of destination undertakes to inform the Community of the circumstances surrounding the implementation of this Agreement. For this purpose, it shall communicate to the Commission of the European Communities the following information:

1. not more than 30 days after the unloading of each consignment: port and date of ship's arrival; kind, quantity and quality of products unloaded; date on which discharge was completed;

2. every three months until the quantities received as aid have been fully used: quantities distributed, number and nature of the beneficiaries, places, rate and method of distribution.

Article IX

The country of destination shall take all appropriate measures to enable those persons duly authorised by the Community to make on-the-spot observations of the operations connected with the implementation of the Agreement.

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 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 of the skimmed-milk powder

I. *Quality requirements*

(a) fat content:	not exceeding 1.5 %
(b) water content:	not exceeding 4.0 %
(c) total acidity (lactic acid):	not exceeding 0.15 % (18° Dornic)
(d) test for neutralising agents:	negative
(e) permitted additives:	none
(f) test for phosphatase:	negative
(g) solubility:	not exceeding 0.5 ml (not less than 99 %)
(h) degree of purity:	not less than disc B (15.0 mg)
(i) germ content:	not exceeding 50 000 per gr
(k) strength of colon bacillus:	negative in 0.1 gr
(l) flavour and smell:	fresh
(m) appearance:	white or slightly yellowish, absence of impurities and coloured particles

II. *Packaging*

- (a) containing 25 kilogrammes net weight;
- (b) composition:
 - (aa) 4 Kraft paper bags of a strength representing at least 70 g per m²;

- 1 intercalated bag of tar-lined paper of a strength representing at least 140 g per m²;
- 1 polyethylene inner bag at least 0.06 mm thick, welded or double-bound;
- (bb) or 1 bag of clubpack-poly-duplo-paper of a strength representing at least 50/20/50 g per m²;
- 2 Kraft paper bags of a strength representing at least 70/75 g per m²;
- 1 polyethylene inner bag at least 0.10 mm thick, welded or double-bound;
- (c) marking on the packaging (in French):
LAIT ÉCRÉMÉ EN POUDRE/DON DE LA COMMUNAUTÉ ÉCONOMIQUE
EUROPÉENNE À LA RÉPUBLIQUE DE HAUTE-VOLTA

ANNEX II

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 actually arrive at the place of destination.

The country of destination shall pay all costs for 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 country of destination shall be borne by the latter.

Article 2

The Community shall notify the country of destination as soon as possible of the means of transport to be used to carry the goods to the place of destination, the means of shipment to be used during the intermediary phases, the date of loading and the quantity and quality of the goods as recorded on shipment from the Community.

Article 3

The Community shall inform the country of destination of the expected date of arrival of the goods at the place of destination in good time before that date. It shall confirm that date at least two days in advance.

Article 4

To implement 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 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.

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

The Agreement between the European Economic Community and the Republic of Upper Volta on the supply of skimmed-milk powder as food aid, which the Council decided to conclude on 9 November 1973, was signed in Brussels on 12 November 1973

on behalf of the Council of the European Communities, by Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee and by Mr Hans-Broder Krohn, Director-General for Development and Co-operation of the Commission of the European Communities.

on behalf of the Republic of Upper Volta, by Mr Pierre Ilboudo, Ambassador, Representative of that country to the European Economic Community.

COUNCIL DECISION

of 9 November 1973

concluding the Agreement between the European Economic Community and the Republic of Chad on the supply of skimmed-milk powder as food aid

(73/390/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 by Council Regulation (EEC) No 1264/73 ⁽¹⁾ of 14 May 1973 on the supply of skimmed-milk powder as food aid to the countries of the Sahel, it was decided to make 2 400 metric tons of skimmed-milk powder available to the Republic of Chad;

Whereas the procedure for fixing the place of destination, referred to in Article II of the Agreement should be specified,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Chad on the supply of skimmed-milk powder as food aid, the text of which is annexed hereto, is hereby concluded on behalf of the Community.

Article 2

The acceptance referred to in Article II of the Agreement shall be given for the Community by the Commission.

Article 3

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 Brussels, 9 November 1973.

*For the Council**The President*

Per HAEKKERUP

⁽¹⁾ OJ No L 129, 16. 5. 1973 p. 27

AGREEMENT

between the European Economic Community and the Republic of Chad on the supply of skimmed-milk powder as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,
of the one part,

THE GOVERNMENT OF THE REPUBLIC OF CHAD,
of 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 CHAD:

WHO HAVE AGREED AS FOLLOWS:

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply as a gift to the Republic of Chad, hereinafter referred to as the 'country of destination', 2 400 metric tons of skimmed-milk powder 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 in the place of destination proposed by the country of destination and accepted by the Community.

Article III

The obligations and responsibilities of the Community and of the country of destination, 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 country of destination undertakes to make all the necessary arrangements for the transport and insurance of the delivered products from the ports of discharge to their places of destination.

Article V

The recipient country undertakes to use the products received as aid for consumption and to distribute them free of charge to the needy populations.

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.

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 from the date of the last delivery, either of the skimmed-milk powder produced locally which should be of the same kind as that received as aid or of processed products derived from it.

Article VIII

The country of destination undertakes to inform the Community of the circumstances surrounding the implementation of this Agreement. For this purpose, it shall communicate to the Commission of the European Communities the following information:

1. not more than 30 days after the unloading of each consignment: port and date of ship's arrival; kind, quantity and quality of products unloaded; date on which discharge was completed;

2. every three months until the quantities received as aid have been fully used: quantities distributed, number and nature of the beneficiaries, places, rate and method of distribution.

Article IX

The country of destination shall take all appropriate measures to enable those persons duly authorized by the Community to make on-the-spot observations of the operations connected with the implementation of the Agreement.

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

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ANNEX I

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(b) water content:	not exceeding 4.0 %
(c) total acidity (lactic acid):	not exceeding 0.15 % (18° Dornic)
(d) test for neutralising agents:	negative
(e) permitted additives:	none
(f) test for phosphatase:	negative
(g) solubility:	not exceeding 0.5 ml (not less than 99 %)
(h) degree of purity:	not less than disc B (15.0 mg)
(i) germ content:	not exceeding 50 000 per gr
(k) strength of colon bacillus:	negative in 0.1 gr
(l) flavour and smell:	fresh
(m) appearance:	white or slightly yellowish, absence of impurities and coloured particles

II. *Packaging*

- (a) containing 25 kilogrammes net weight;
- (b) composition:
 - (aa) 4 Kraft paper bags of a strength representing at least 70 g per m²;

- 1 intercalated bag of tar-lined paper of a strength representing at least 140 g per m²;
1 polyethylene inner bag at least 0.06 mm thick, welded or double-bound;
(bb) or 1 bag of clubpack-poly-duplo-paper of a strength representing at least 50/20/50 g per m²;
2 Kraft paper bags of a strength representing at least 70/75 g per m²;
1 polyethylene inner bag at least 0.10 mm thick, welded or double-bound;
(c) marking on the packaging (in French):
LAIT ÉCRÉMÉ EN POUDRE/DON DE LA COMMUNAUTÉ ÉCONOMIQUE
EUROPÉENNE À LA RÉPUBLIQUE DU TCHAD
-

ANNEX II

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 actually arrive at the place of destination.

The country of destination shall pay all costs for 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 country of destination shall be borne by the latter.

Article 2

The Community shall notify the country of destination as soon as possible of the means of transport to be used to carry the goods to the place of destination, the means of shipment to be used during the intermediary phases, the date of loading and the quantity and quality of the goods as recorded on shipment from the Community.

Article 3

The Community shall inform the country of destination of the expected date of arrival of the goods at the place of destination in good time before that date. It shall confirm that date at least two days in advance.

Article 4

To implement 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 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.

Information concerning the signing of the Agreement between the European Economic Community and the Republic of Chad on the supply of food aid

The Agreement between the European Economic Community and the Republic of Chad on the supply of skimmed-milk powder as food aid, which the Council decided to conclude on 9 November 1973, was signed in Brussels on 12 November 1973

on behalf of the Council of the Economic Communities, by Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee and by Mr Hans-Broder Krohn, Director-General of Development and Co-operation of the Commission of the European Communities;

on behalf of the Government of the Republic of Chad, by Mr Aladji Oueddo, Ambassador, Representative of that country, to the European Economic Community.
