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Legislation

Contents

I *Acts whose publication is obligatory*

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II *Acts whose publication is not obligatory*

Council

74/83/EEC :

- ★ Council Decision of 15 October 1973 on the conclusion of the Agreement between the European Economic Community and the Arab Republic of Egypt on the supply of skimmed-milk powder as food aid 1
- Agreement between the European Economic Community and the Arab Republic of Egypt on the supply of skimmed-milk powder as food aid 2
- Information on the signing of the Agreement between the European Economic Community and the Arab Republic of Egypt on the supply of food aid 5

74/84/EEC :

- ★ Council Decision of 15 October 1973 on the conclusion of the Agreement between the European Economic Community and the Republic of Upper Volta on the supply of maize as food aid 6
- Agreement between the European Economic Community and the Republic of Upper Volta on the supply of maize as food aid 7
- Information on the signing of the Agreement between the European Economic Community and the Republic of Upper Volta on the supply of food aid 9

Contents (continued)

74/85/EEC :

- ★ Council Decision of 10 December 1973 on the conclusion of the Agreement between the European Economic Community and the Empire of Ethiopia on the supply of common wheat as food aid 10
- Agreement between the European Economic Community and the Empire of Ethiopia on the supply of common wheat as food aid 11
- Information on the signing of the Agreement between the European Economic Community and the Empire of Ethiopia on the supply of food aid 13

74/86/EEC :

- ★ Council Decision of 17 December 1973 on the conclusion of the Agreement between the European Economic Community and the Republic of Peru on the supply of common wheat a food aid 14
- Agreement between the European Economic Community and the Republic of Peru on the supply of common wheat as food aid 15
- Information on the signing of the Agreement between the European Economic Community and the Republic of Peru on the supply of food aid 17

74/87/EEC :

- ★ Council Decision of 17 December 1973 on the conclusion of the Agreement between the European Economic Community and the Malagasy Republic on the supply of flour of common wheat as food aid 18
- Agreement between the European Economic Community and the Malagasy Republic on the supply of flour of common wheat as food aid 19
- Information on the signing of the Agreement between the European Economic Community and the Malagasy Republic on the supply of food aid 21

74/88/EEC :

- ★ Council Decision of 17 December 1973 on the conclusion of the Agreement between the European Economic Community and the Lebanese Republic on the supply of common wheat a food aid 22
- Agreement between the European Economic Community and the Lebanese Republic on the supply of common wheat as food aid 23
- Information on the signing of the Agreement between the European Economic Community and the Lebanese Republic on the supply of food aid 25

74/89/EEC :

- ★ Council Decision of 17 December 1973 on the conclusion of the Agreement between the European Economic Community and the Hashemite Kingdom of Jordan on the supply of flour of common wheat as food aid 26
- Agreement between the European Economic Community and the Hashemite Kingdom of Jordan on the supply of flour of common wheat as food aid 27
- Information on the signing of the Agreement between the European Economic Community and the Hashemite Kingdom of Jordan on the supply of food aid 29

(Continued on inside back cover)

Contents (continued)

74/90/EEC :

- ★ Council Decision of 17 December 1973 on the conclusion of the Agreement between the European Economic Community and the International Committee of the Red Cross altering the amounts specified in the Agreement of 20 January 1971 on the supply of cereals as food aid 30
- Exchange of letters between the European Economic Community and the International Committee of the Red Cross 31
- Information on the signing of the Agreement between the European Economic Community and the International Committee of the Red Cross on the supply of food aid 31

74/91/EEC :

- ★ Council Decision of 14 January 1974 on the conclusion of the Agreement between the European Economic Community and the Democratic and Popular Republic of Algeria on the supply of common wheat as food aid 32
- Agreement between the European Economic Community and the Democratic and Popular Republic of Algeria on the supply of common wheat as food aid 33
- Information on the signing of the Agreement between the European Economic Community and the Democratic and Popular Republic of Algeria on the supply of food aid 36

74/92/EEC :

- ★ Council Decision of 14 January 1974 on the conclusion of the Agreement between the European Economic Community and Mauritius on the supply of flour of common wheat as food aid 37
- Agreement between the European Economic Community and Mauritius on the supply of flour of common wheat as food aid 38
- Information on the signing of the Agreement between the European Economic Community and Mauritius on the supply of food aid 41

II

(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DECISION

of 15 October 1973

on the conclusion of the Agreement between the European Economic Community and the Arab Republic of Egypt on the supply of skimmed-milk powder as food aid

(74/83/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the recommendation from the Commission;

Whereas in Council Regulation (EEC) No 2721/72⁽¹⁾ of 19 December 1972 on the supply of food aid in the form of skimmed-milk powder it was decided to make 2 000 metric tons of skimmed-milk powder available to the Arab Republic of Egypt,

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 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.

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Arab Republic of Egypt for the

For the Council

The President

I. NØRGAARD

⁽¹⁾ OJ No L 291, 28. 12. 1972, p. 28.

AGREEMENT

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

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

THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT,
on the other part,

HAVE DECIDED to conclude this Agreement, and for this purpose have named as their Plenipotentiaries :

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT :

WHO HAVE AGREED AS FOLLOWS :

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply as a gift to the Arab Republic of Egypt, hereinafter referred to as the 'country of destination', 2 000 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 cif to ports of unloading in the country of destination.

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 unloading to their 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 refugee populations free of charge.

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 :

- 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 unloading was complemented ;
- 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 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 g
(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/m² ;
 - 1 intercalated bag of tar-lined paper of a strength representing at least 140 g/m² ;

1 polyethylene inner bag at least 0.06 mm thick, welded or double-bound ;

or

(bb) 1 bag of clubpack-poly-duplo-paper of a strength representing at least 50/20/50 g/m² ;

2 Kraft paper bags of a strength representing at least 70/75 g/m² ;

1 polyethylene inner bag at least 0.10 mm thick, welded or double-bound ;

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

SKIMMED-MILK POWDER — GIFT OF THE EUROPEAN ECONOMIC
COMMUNITY TO THE ARAB REPUBLIC OF EGYPT

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 are actually taken in charge in the ship's hold at the port of unloading.

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 costs 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 4 and the carrier must have been agreed in advance between that agent and the receiving agent of the country of destination referred to in the same Article.

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 unloading.

Article 3

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

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

Article 4

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

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

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

The Agreement between the European Economic Community and Egypt on the supply of skimmed-milk powder as food aid, which the Council decided to conclude on 15 October 1973, was signed in Brussels on 5 November 1973, 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, on behalf of the Council of the European Communities, and by

Mr Aly Hamdy Hussein, Ambassador Extraordinary and Plenipotentiary, Head of the Egyptian Mission to the European Communities on behalf of the Egyptian Government.

COUNCIL DECISION

of 15 October 1973

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

(74/84/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 27 November 1972, has requested food aid;

Whereas in view of the cereal supply situation in Upper Volta that country should be accorded, by way of gift, 14 900 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 Upper Volta for the supply of maize 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 Upper Volta on the supply of maize as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

on the one part,

THE GOVERNMENT OF THE REPUBLIC OF UPPER VOLTA,

on the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE REPUBLIC OF UPPER VOLTA :

WHO HAVE AGREED AS FOLLOWS :

Article I

As 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 Upper Volta, hereinafter referred to as the 'recipient country', with 14 900 metric tons of maize, by way of gift.

Article II

Deliveries will be made 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 maize received free of charge except for 1 000 metric tons 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 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.

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 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 :
 - (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) 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 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 transhipment 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 1 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 on 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 Upper Volta on the supply of maize as food aid, which the Council decided to conclude on 15 October 1973, was signed in Brussels on 6 November 1973, 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, on behalf of the Council of the European Communities, and by

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

COUNCIL DECISION**of 10 December 1973****on the conclusion of the Agreement between the European Economic Community and the Empire of Ethiopia on the supply of common wheat as food aid**

(74/85/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the recommendation from the Commission;

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

Whereas by its letter of 10 September 1973, the Empire of Ethiopia has made an urgent request for food aid;

Whereas in view of the cereal supply situation in Ethiopia that country should be accorded, as a gift, 5 000 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 Empire of Ethiopia on the supply of common wheat 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, 10 December 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

between the European Economic Community and the Empire of Ethiopia on the supply
of common wheat as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

on the one part,

THE GOVERNMENT OF THE EMPIRE OF ETHIOPIA,

on the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE EMPIRE OF ETHIOPIA :

WHO HAVE AGREED AS FOLLOWS :

Article I

As part of its Food Aid Programme (Cereals) for the year 1972/73, the European Economic Community, hereinafter referred to as the 'Community', shall supply 5 000 metric tons of common wheat as a gift to the Empire of Ethiopia hereinafter referred to as the 'country of destination'.

Article II

Deliveries shall be made cif at the ports of discharge of the country of destination, in new jute bags each of a net weight of 50 kilogrammes.

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 insur-

ance of the delivered product from the ports of discharge to the places of destination.

Article V

The country of destination undertakes to use the product received as aid for purposes of consumption and to distribute it free of charge to people in need.

Article VI

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 VII

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 VIII

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 30 days after discharge of each consignment : the port of date of ship's arrival ; nature, quantity and quality of the product

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 recipients, and the place and method of distribution.

Article IX

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

Article X

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

ANNEX

Provisions laid down in Article III of the Agreement

Article 1

Delivery shall be effected and all risk shall pass from the Community to the country of destination at the moment at which the goods 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 discharge (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 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 on the signing of the Agreement between the European Economic Community and the Empire of Ethiopia on the supply of food aid

The Agreement between the European Economic Community and Ethiopia on the supply of common wheat as food aid, which the Council decided to conclude on 10 December 1973, was signed in Brussels on 20 December 1973, 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, on behalf of the Council of the European Communities, and by

Mr Michaël Imru, Ambassador Extraordinary and Plenipotentiary, Head of the Mission of Ethiopia to the European Communities on behalf of the Ethiopian Government.

COUNCIL DECISION**of 17 December 1973****on the conclusion of the Agreement between the European Economic Community and the Republic of Peru on the supply of common wheat as food aid**

(74/86/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 9 March 1972, the Republic of Peru has requested food aid;

Whereas in view of the cereal supply situation in Peru, that country should be accorded, by way of gift, 13 500 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 Republic of Peru on the supply 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, 17 December 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

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

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

THE GOVERNMENT OF THE REPUBLIC OF PERU,
on the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE REPUBLIC OF PERU :

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 Peru, hereinafter referred to as the 'recipient country', by way of gift, with 13 500 metric tons of common wheat.

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.

Article II

Deliveries will be made in bulk fob to 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.

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 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.

Article VI

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

dice 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 600 000 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 products or by-products resulting from it.

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 ;
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

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, 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 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 country of destination and the carrier must have 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 1 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 expense, risk and peril of the recipient country.

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 recipient country 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 within a maximum period of 30 clear days from the beginning of loading of the shipment to which the goods should have belonged, of the date on which loading of the balance is due to begin or of its renunciation of the balance.

If this obligation is not respected, the Community may consider that it has discharged its commitment to the recipient country under Article 1 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 on the signing of the Agreement between the European Economic Community and the Republic of Peru on the supply of food aid

The Agreement between the European Economic Community and Peru on the supply of common wheat as food aid, which the Council decided to conclude on 17 December 1973, was signed in Brussels on 18 December 1973, 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, on behalf of the Council of the European Communities, and by

Mr Julio C. Doig S., Ambassador Extraordinary and Plenipotentiary, Head of the Peruvian Mission to the European Communities on behalf of the Government Peru.

COUNCIL DECISION**of 17 December 1973****on the conclusion of the Agreement between the European Economic Community and the Malagasy Republic on the supply of flour of common wheat as food aid**

(74/87/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 Malagasy Republic, by its letter of 19 December 1972, has requested food aid;

Whereas in view of the cereal supply situation in Madagascar that country should be accorded, by way of gift, 5 000 metric tons of common wheat 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 Malagasy Republic on the supply of flour of common wheat 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, 17 December 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

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

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

THE GOVERNMENT OF THE MALAGASY REPUBLIC,
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 MALAGASY REPUBLIC :

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 Malagasy Republic, hereinafter referred to as the 'recipient country', by way of gift, with 5 000 metric tons of common wheat in the form of 3 311 metric tons of flour of common wheat.

Article II

Deliveries will be made cif to ports of discharge of the recipient country in polyester bags lined with Kraft paper with four pleats.

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 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 proceeds 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 Treasury 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 July 1973 and 30 June 1974 a minimum quantity of 28 000 metric tons of cereals.

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, of the flour of common wheat obtained locally and of the same nature as the product received as aid.

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 ;

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

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

Article X

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

ANNEX

Provisions laid down in Article III of the Agreement

Article 1

Delivery shall be effected and all risk shall pass from the Community to the recipient country at the moment at which the goods are actually taken in charge in the ship's hold at the port of discharge.

The recipient country 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 recipient 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 recipient country referred to in Article 5.

Article 2

The Community shall forward to the recipient country, as soon as possible after the goods have been shipped, a notice accompanied by the necessary 'customs clearance' documents

giving the name of the ship, the date of loading, the quantity and quality of the goods as recorded on loading, the port of destination and the probable date of discharge.

Article 3

The Community shall inform the recipient country 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 country 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 laid down under Article 1 of the Agreement shall be permitted.

Article 5

To implement the provisions of this Annex, the Community shall appoint an authorized destination.

The recipient country 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 on the signing of the Agreement between the European Economic Community and the Malagasy Republic on the supply of food aid

The Agreement between the European Economic Community and Madagascar on the supply of flour of common wheat as food aid, which the Council decided to conclude on 17 December 1973, was signed in Brussels on 18 December 1973, 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, on behalf of the Council of the European Communities, and by

Mr Jules Razafimbahiny, Ambassador, Representative of the Government of Madagascar to the European Communities on behalf of the Government of Madagascar.

COUNCIL DECISION**of 17 December 1973****on the conclusion of the Agreement between the European Economic Community and the Lebanese Republic on the supply of common wheat as food aid**

(74/88/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 25 August 1972, the Lebanese Republic has requested food aid;

Whereas in view of the cereal supply situation in the Lebanon, that country should be accorded, by way of gift, 5 000 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 Lebanese Republic on the supply 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, 17 December 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE GOVERNMENT OF THE LEBANESE REPUBLIC,

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 LEBANESE REPUBLIC :

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 Lebanese Republic, hereinafter referred to as the 'recipient country', by way of a gift, with 5 000 metric tons of common wheat.

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 II

Deliveries will be made in bulk fob to Community ports.

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.

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.

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 IV

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

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 1973 and 30 June 1974 a minimum quantity of 230 000 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 products and by-products resulting from it.

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 ;
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

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 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 country of destination 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 1 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 recipient country 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 within a maximum period of 30 clear days from the beginning of loading of the shipment to which the goods should have belonged, of the date on which loading of the balance is due to begin or of its renunciation of the balance.

If this obligation is not respected, the Community may consider that it has discharged its commitment to the recipient country under Article 1 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 on the signing of the Agreement between the European Economic Community and the Lebanese Republic on the supply of food aid

The Agreement between the European Economic Community and the Lebanon on the supply of common wheat as food aid, which the Council decided to conclude on 17 December 1973, was signed in Brussels on 18 December 1973, 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, on behalf of the Council of the European Communities, and by

Mr Kesrouan Labaki, Ambassador Extraordinary and Plenipotentiary, Head of the Mission of the Lebanon to the European Communities on behalf of the Lebanese Government.

COUNCIL DECISION**of 17 December 1973****on the conclusion of the Agreement between the European Economic Community and the Hashemite Kingdom of Jordan on the supply of flour of common wheat as food aid**

(74/89/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 Hashemite Kingdom of Jordan under the Community Food Aid Programme for 1972/73 has requested food aid;

Whereas in view of the cereal supply situation in Jordan that country should be accorded, by way of gift, 5 000 metric tons of common wheat in the form of 3 311 metric tons of flour of common wheat under the above Food Aid Programme,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Hashemite Kingdom of Jordan on the supply 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, 17 December 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

between the European Economic Community and the Hashemite Kingdom of Jordan
on the supply of flour of common wheat as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN,

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 HASHEMITE KINGDOM OF JORDAN :

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 Hashemite Kingdom of Jordan, hereinafter referred to as the 'recipient country' by way of gift with 5 000 metric tons of common wheat, in the form of 3 311 metric tons of flour of common wheat.

Article II

Deliveries will be made fob to Community ports in new cotton sacks each having a net weight of 50 kilogrammes.

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 distribute it free of charge to the refugee population.

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 common wheat produced locally of the same nature as that used to obtain the flour received as aid or of any by-products resulting from that common wheat.

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

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 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 country of destination 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 recipient country 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 within a maximum period of 30 clear days from the beginning of loading of the shipment to which the goods should have belonged, of the date on which loading of the balance is due to begin or of its renunciation of the 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 on the signing of the Agreement between the European Economic Community and the Hashemite Kingdom of Jordan on the supply of food aid

The Agreement between the European Economic Community and Jordan on the supply of common wheat flour as food aid, which the Council decided to conclude on 17 December 1973, was signed in Brussels on 18 December 1973, 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, on behalf of the Council of the European Communities, and by

Mr Datani, Ambassador, Head of the Jordanian Mission to the European Communities on behalf of the Jordanian Government.

COUNCIL DECISION**of 17 December 1973**

on the conclusion of the Agreement between the European Economic Community and the International Committee of the Red Cross altering the amounts specified in the Agreement of 20 January 1971 on the supply of cereals as food aid

(74/90/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 undertook to supply the International Committee of the Red Cross with 3 996 metric tons of cereals for the manufacture of gruel and soup under the Agreement of 25 March 1970 ⁽¹⁾;

Whereas in this operation only 3 595 metric tons were in fact supplied; whereas the tonnage specified in the Agreement of 20 January 1971 ⁽²⁾ should therefore be increased by 401 metric tons, this being the amount of the unused balance,

HAS DECIDED AS FOLLOWS:

Article 1

An Agreement, in the form of an exchange of letters, with the International Committee of the Red Cross altering the tonnage specified in the Agreement of 20 January 1971 on the supply of cereals as food aid, is hereby concluded on behalf of the European Economic Community. The text of this Agreement is annexed to this Decision.

Article 2

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

Done at Brussels, 17 December 1973.

*For the Council**The President*

I. NØRGAARD

⁽¹⁾ OJ No L 107, 19. 5. 1970, p. 20.

⁽²⁾ OJ No L 84, 14. 4. 1971, p. 11.

ANNEX

EXCHANGE OF LETTERS

between the European Economic Community and the International Committee of the Red Cross*A. Letter from the European Economic Community:*

With reference to the Agreement of 20 January 1971, between the European Economic Community and the International Committee of the Red Cross on the supply of cereals as food aid, I beg to suggest that the figure of 12 671 metric tons specified in Article I of that Agreement be replaced by the figure of 13 072 metric tons, the additional tonnage representing quantities provided for but not used in the manufacture of gruel and soup in implementation of the Agreement of 25 March 1970.

I would be grateful if you could say whether the foregoing meets with your approval.

For the European Economic Community

B. Letter from the International Committee of the Red Cross:

I hereby acknowledge receipt of your letter of today's date worded as follows:

'With reference to the Agreement of 20 January 1971 between the European Economic Community and the International Committee of the Red Cross on the supply of cereals as food aid, signed, I beg to suggest that the figure of 12 671 metric tons specified in Article I of that Agreement be replaced by the figure of 13 072 metric tons, the additional tonnage representing quantities provided for but not used in the manufacture of gruel and soup in implementation of the Agreement of 25 March 1970.

I would be grateful if you could say whether the foregoing meets with your approval.'

I am pleased to inform you that the International Committee of the Red Cross is in agreement with your proposal.

*For the International Committee
of the Red Cross*

Information on the signing of the Agreement between the European Economic Community and the International Committee of the Red Cross on the supply of food aid

The Agreement in the form of an exchange of letters between the European Economic Community and the ICRC modifying the amounts laid down in the Agreement of 20 January 1971 ⁽¹⁾ on the supply of cereals as food aid, which the Council decided to conclude on 17 December 1973, was signed in Brussels on 18 December 1973, by

Mr O. Møller and Mr J. Durieux, and by

Mr E. Regemass and Mr C. Pilloud on behalf of the ICRC.

⁽¹⁾ OJ No L 55, 8. 3. 1971.

COUNCIL DECISION

of 14 January 1974

on the conclusion of the Agreement between the European Economic Community and the Democratic and Popular Republic of Algeria on the supply of common wheat as food aid

(74/91/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 Democratic and Popular Republic of Algeria, by its letters of 17 January 1971 and 19 February 1973, has requested food aid;

Whereas in view of the cereal supply situation in Algeria that country should be accorded, by way of gift, 40 000 metric tons of common wheat, whereof 25 000 metric tons should be accorded under the Community Food Aid Programme (Cereals) for 1971/72, and 15 000 metric tons under the 1972/73 programme,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Democratic and Popular Republic of Algeria on the supply of common wheat 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, 14 January 1974.

*For the Council**The President*

W. SCHEEL

AGREEMENT

between the European Economic Community and the Democratic and Popular Republic of Algeria on the supply of common wheat as food aid

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

THE GOVERNMENT OF THE DEMOCRATIC AND POPULAR REPUBLIC
OF ALGERIA,
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 DEMOCRATIC AND POPULAR REPUBLIC
OF ALGERIA :

WHO HAVE AGREED AS FOLLOWS :

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply the Democratic and Popular Republic of Algeria, hereinafter referred to as the 'recipient country', with 40 000 metric tons of common wheat, whereof 25 000 metric tons shall be supplied as a part of its Food Aid Programme (Cereals) for 1971/72, and 15 000 metric tons under the 1972/73 programme.

Article II

Deliveries will be made in bulk fob to 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 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 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

Algerian Treasury 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 July 1973 and 30 June 1974 a minimum quantity of 500 000 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 products or by-products resulting from it.

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 Commis-

sion 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 (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

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 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 country of destination 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 quanti-

ties 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 recipient country 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 within a maximum period of 30 clear days from the beginning of loading of the shipment to which the goods should have belonged, of the date on which loading of the balance is due to begin or of its renunciation of the 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 on the signing of the Agreement between the European Economic Community and the Democratic and Popular Republic of Algeria

The Agreement between the European Economic Community and Algeria on the supply of common wheat as food aid, which the Council decided to conclude on 14 January 1974, was signed in Brussels on 17 January 1974, by

Mr Ulrich Lebsanft, 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, on behalf of the Council of the European Communities, and by

Mr Messeaoud Ait Chaalal, Ambassador Extraordinary and Plenipotentiary, Head of the Algerian Mission to the European Communities on behalf of the Algerian Government.

COUNCIL DECISION**of 14 January 1974****on the conclusion of the Agreement between the European Economic Community and Mauritius on the supply of flour of common wheat as food aid**

(74/92/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 23 February 1973 Mauritius has submitted a request for food aid;

Whereas in view of the cereal supply situation in Mauritius that country should be accorded, by way of gift, 12 000 metric tons of common wheat in the form of 7 947 metric tons of flour of common wheat under the Community Food Aid Programme (Cereals) for 1972/73,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and Mauritius on the supply 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, 14 January 1974.

*For the Council**The President*

W. SCHEEL

AGREEMENT

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE GOVERNMENT OF MAURITIUS,

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 MAURITIUS :

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 Mauritius, hereinafter referred to as the 'recipient country' by way of gift with 12 000 metric tons of common wheat, in the form of 7 947 metric tons of flour of common wheat.

Article II

Deliveries will be made fob to Community ports in new jute or jute-aloe sacks each having a net weight of 67 kilogrammes.

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 cost 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 with the general accounts department 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 July 1973 and 30 June 1974 a minimum quantity of 53 000 metric tons of flour of common wheat or its equivalent in 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 resulting from such supplies ;
- the export, commercially or otherwise, within six months of the last delivery, of either common wheat produced locally of the same nature as that used to obtain the flour received as aid or any by-products resulting therefrom.

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 Commis-

sion 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 (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

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 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 country of

destination 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 recipient country 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 within a maximum period of 30 clear days from the beginning of loading of the shipment to which the goods should have belonged, of the date on which loading of the balance is due to begin or of its renunciation of the 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 on the signing of the Agreement between the European Economic Community and Mauritius on the supply of food aid

The Agreement between the European Economic Community and Mauritius on the supply of common wheat flour as food aid, which the Council decided to conclude on 14 January 1974, was signed in Brussels on 17 January 1974 by :

Mr Ulrich Lebsanft, 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, on behalf of the Council of the European Communities, and by

Sir Leckraz Teelock, Ambassador Extraordinary and Plenipotentiary to the European Communities on behalf of the Mauritian Government.
