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II

(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DECISION

of 17 September 1974

authorizing extension or tacit renewal of certain trade agreements concluded between
Member States and third countries

(74/482/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the Council Decision of 16 December 1969 ⁽¹⁾ on the progressive standardization of agreements concerning commercial relations between Member States and third countries and on the negotiation of Community Agreements, and in particular Article 3 thereof;

Having regard to the proposal from the Commission;

Whereas tacit extension beyond the end of the transitional period has already been authorized in the case of the Agreements listed in the Annex hereto by the Council in its Decisions of 30 June 1969 ⁽²⁾, 15 September 1969 ⁽³⁾, 20 December 1969 ⁽⁴⁾, 8 June 1970 ⁽⁵⁾, 13 July 1970 ⁽⁶⁾, 25 May 1971 ⁽⁷⁾, 6 June 1972 ⁽⁸⁾ and 18 June 1973 ⁽⁹⁾;

Whereas the Member States concerned have requested authorization to extend or renew these Agreements with a view to avoiding interruption in their commercial relations with the third countries concerned based on agreement;

Whereas authorization has to be granted only for the maintenance of trade relations between the Member States and the third countries concerned, based on agreements, pending their replacement by Community Agreements to be negotiated; whereas such authorization would not, therefore, in any way modify the obligation of the Member States to avoid and, where appropriate, eliminate any incompatibility between such agreements and the provisions of Community law;

Whereas, furthermore, the provisions of the instruments to be either extended or renewed would not, during the period under consideration, constitute an obstacle to the implementation of the common commercial policy;

Whereas the Member States concerned have declared that the extension or tacit renewal of these Agreements would prevent neither the opening of Community negotiations with the third countries concerned nor the transfer of the commercial fabric

⁽¹⁾ OJ No L 326, 29. 12. 1969, p. 39.

⁽²⁾ OJ No L 169, 10. 7. 1969, p. 2.

⁽³⁾ OJ No L 238, 23. 9. 1969, p. 9.

⁽⁴⁾ OJ No L 6, 9. 1. 1970, p. 1.

⁽⁵⁾ OJ No L 133, 18. 6. 1970, p. 14.

⁽⁶⁾ OJ No L 157, 18. 7. 1970, p. 29.

⁽⁷⁾ OJ No L 122, 4. 6. 1971, p. 24.

⁽⁸⁾ OJ No L 133, 10. 6. 1972, p. 61.

⁽⁹⁾ OJ No L 189, 11. 7. 1973, p. 45.

thereof to Community Agreements, nor would it, during the period envisaged, hinder the adoption of the measures necessary to complete the standardization of the import systems of the Member States;

Whereas, at the conclusion of the consultations provided for in Article 2 of the Decision of 16 December 1969, it was established, as the aforesaid declarations by the Member States confirm, that the provisions of the Agreements to be extended or renewed would not, during the period envisaged, constitute an obstacle to the implementation of the common commercial policy;

Whereas, in these circumstances, the Agreements may be either extended or tacitly renewed for a limited period,

HAS ADOPTED THIS DECISION:

Article 1

The trade agreements listed in the Annex hereto between Member States and third countries may be extended or tacitly renewed up to the dates specified in each case in the said Annex.

Article 2

This Decision is addressed to the Member States.

Done at Brussels, 17 September 1974.

For the Council

The President

J. SAUVAGNARGUES

BILAG — ANHANG — ANNEX — ANNEXE — ALLEGATO — BIJLAGE

Medlemstat	Tredjeland	Aftalens art og datering		Udløb efter forlængelse
Mitgliedstaat	Drittland	Art und Datum des Abkommens		Ablauf nach Verlängerung
Member State	Third country	Type and date of agreement		Extended until
Etat membre	Pays tiers	Nature et date de l'accord		Échéance après reconduction
Stato membro	Paese terzo	Natura e data dell'accordo		Scadenza dopo il rinnovo
Lid-Staat	Derde land	Aard en datum van het akkoord		Vervaldatum na verlenging
BENELUX	Israël	Accord commercial	29. 8. 1958	31. 8. 1975
	Portugal	Accord commercial	24. 5. 1961	30. 9. 1975
	Philippines	Accord commercial	14. 3. 1967	11. 10. 1975
IRELAND	Bulgaria	Trade Agreement	23. 4. 1970	31. 12. 1974
	Portugal	Trade Agreement	6. 2. 1952	31. 12. 1975
	Spain	Trade Agreement	19. 12. 1951	31. 12. 1975
	Switzerland	Trade Agreement	26. 12. 1951	31. 12. 1975
ITALIA	Cuba	Scambio di note	9. 9. 1950	8. 9. 1975
	India	Accordo commerciale e Scambio di lettere	6. 10. 1959 7. 7. 1964	30. 6. 1975
	Libano	Accordo commerciale	4. 11. 1955	10. 9. 1975
	Svezia	Accordo commerciale	18. 12. 1961	31. 10. 1975
	Svizzera	Accordo commerciale	21. 10. 1950	31. 10. 1975
	Yemen	Protocollo addizionale (al trattato d'amicizia e di relazioni economiche del 4. 9. 1937)	5. 10. 1959	31. 12. 1975
DANMARK	Cameroun	Handelsaftale	8. 10. 1962	7. 10. 1975
DEUTSCHLAND	Ekuador	Handelsabkommen	1. 8. 1953	15. 10. 1975
	Kolumbien	Handelsabkommen	9. 11. 1957	10. 11. 1975
	Uruguay	Handelsabkommen	18. 4. 1953	31. 10. 1975
UEBL	Mexique	Accord commercial	11. 9. 1950	11. 9. 1975
	Uruguay	Accord commercial	14. 6. 1946	31. 12. 1975
UNITED KINGDOM	Argentina	Agreement relating to trade and commerce and successively exchange of notes	1. 12. 1936	31. 12. 1975
	Haiti	Exchange of notes for the establishment of a commercial 'Modus vivendi'	25. 2. 1928	31. 12. 1975
	Iceland	Agreement relating to trade and commerce (with protocol)	19. 5. 1933	31. 12. 1975
	Norway	Trade Agreement	15. 12. 1950	31. 12. 1975
	Tunisia	Trade Agreement and successively exchange of notes	17. 1. 1961	31. 10. 1975

COUNCIL DIRECTIVE

of 17 September 1974

on the approximation of the laws of the Member States relating to the external projections of motor vehicles

(74/483/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 100 thereof;

Having regard to the proposal from the Commission;

Having regard to the Opinion of the European Parliament ⁽¹⁾;

Having regard to the Opinion of the Economic and Social Committee;

Whereas the technical requirements which motor vehicles must satisfy pursuant to national laws relate, *inter alia*, to external projections;

Whereas those requirements differ from one Member State to another; whereas it is therefore necessary that all Member States adopt the same requirements either in addition to or in place of their existing rules in order, in particular, to allow the EEC type-approval procedure which was the subject of Council Directive No 70/156/EEC ⁽²⁾ of 6 February 1970 on the approximation of the laws of the Member States relating to the type-approval of motor vehicles and their trailers to be applied in respect of each type of vehicle;

Whereas it is desirable to adopt certain technical requirements adopted by the UN Economic Commission for Europe in its Regulation No 26 ('Uniform provisions concerning the approval of vehicles with regard to their external projections') ⁽³⁾, annexed to the Agreement of 20 March 1958 concerning the adoption of uniform conditions of approval and reciprocal recognition of approval for motor vehicle equipment and parts;

Whereas these requirements apply to motor vehicles of category M₁ (the international classification of motor vehicles is given in Directive No 70/156/EEC);

Whereas the approximation of national laws relating to motor vehicles entails reciprocal recognition by Member States of inspection carried out by each of them on the basis of common requirements; whereas, such a system must, if it is to function smoothly, be applied by all Member States with effect from the same date,

HAS ADOPTED THIS DIRECTIVE:

Article 1

For the purposes of this Directive, 'vehicle' means any motor vehicle of class M₁ (defined in Annex I of Directive No 70/156/EEC) designed for use on the road, having at least four wheels and a maximum design speed exceeding 25 km/h.

Article 2

No Member State may refuse to grant EEC type-approval or national type-approval of a vehicle on grounds relating to the external projections if such projections satisfy the requirements laid down in Annexes I and II.

Article 3

No Member State may refuse to register or prohibit the sale, entry into service or use of any vehicle on grounds relating to the external projections if such projections satisfy the requirements laid down in Annexes I and II.

Article 4

The Member State which has granted type-approval shall take the necessary measures to ensure that it is informed of any modification of a part or

⁽¹⁾ OJ No C 55, 13. 5. 1974, p. 14.

⁽²⁾ OJ No L 42, 23. 2. 1970, p. 1.

⁽³⁾ Economic Commission for Europe document
E/ECE/324 }
E/ECE/TRANS/505 } Rev. 1 Add. 25.

characteristic referred to in item 2.2 of Annex I. The competent authorities of that State shall determine whether fresh tests should be carried out on the modified vehicle type and a fresh report drawn up. Where such tests reveal failure to comply with the requirements of this Directive, the modification shall not be approved.

Article 5

Modifications which are necessary to adapt the provisions of Annexes I, II and III to take account of technical progress shall be adopted in accordance with the procedure laid down in Article 13 of Directive No 70/156/EEC.

Article 6

1. By 1 June 1975, the Member States shall adopt and publish the provisions necessary to comply with this Directive and shall immediately inform the Commission thereof.

They shall apply these provisions from 1 October 1975.

2. As soon as this Directive has been notified, the Member States shall ensure that any draft laws, regulations or administrative provisions which they intend to adopt in the field covered by this Directive are communicated to the Commission in sufficient time for the Commission to submit its comments thereon.

Article 7

This Directive is addressed to the Member States.

Done at Brussels, 17 September 1974.

For the Council

The President

J. SAUVAGNARGUES

ANNEX I

GENREAL DEFINITIONS, APPLICATIONS FOR EEC TYPE-APPROVAL, EEC TYPE-APPROVAL, GENERAL SPECIFICATIONS, PARTICULAR SPECIFICATIONS, CONFORMITY OF PRODUCTION

1. GENERAL

- 1.1. The provisions of this Annex do not apply to exterior rear view mirrors or to accessories such as radio aerials and luggage racks.
- 1.2. The purpose of these provisions is to reduce the risk or seriousness of bodily injury to a person hit by the bodywork or brushing against it in the event of a collision.

2. DEFINITIONS

For the purposes of this Directive:

- 2.1. 'type-approval of a vehicle' means the approval of a vehicle type with regard to its external projections;
- 2.2. 'vehicle type as regards its external projections' means a category of motor vehicles not differing in such essential respects as shape or materials of the external surface;
- 2.3. 'external surface' means the structural unit constituting the outside of the vehicle and including the bonnet, the lid of the luggage compartment, the doors, the wings, and the visible strengthening components;
- 2.4. 'floor line' means the line determined as follows:
successively position round a vehicle a cone with a vertical axis and with a half angle of 30° in such a way that it contacts, constantly and as low as possible, the external surface of the bodywork. The floor line is the geometric trace of these points of contact. In determining the floor line, the jacking points, exhaust pipes or wheels will not be taken into consideration. The gaps of the wheel arches are assumed to be filled in by an imaginary surface forming a smooth continuation of the surrounding external surface;
- 2.5. 'radius of curvature' means the approximate extent of the rounding as distinct from a precise geometrical form.

3. APPLICATION FOR EEC TYPE-APPROVAL

- 3.1. The application for EEC type-approval of a vehicle type with regard to its external projections shall be submitted by the vehicle manufacturer or by his authorized representative.
- 3.2. It shall be accompanied by the undermentioned documents in triplicate:
 - 3.2.1. photographs of the front, rear and side parts of the vehicle;

(¹) The text of the Annexes is basically similar to that of Regulation No 26 of the Economic Commission for Europe of the United Nations. In particular the subdivision of the sections is the same. Where an item of Regulation No 26 has no corresponding item in the Annexes, the number is none the less given for the record in brackets.

- 3.2.2. drawings, with dimensions, of the bumpers and, where appropriate;
- 3.2.3. drawings of certain external projections and if applicable drawings of certain sections of the external surface referred to in 6.9.1.
- 3.3. The following shall be submitted to the technical service responsible for the type-approval tests:
 - 3.3.1. either a vehicle representative of the vehicle type to be type-approved or the part or parts of the vehicle regarded as essential for the checks and tests prescribed by this Annex;
 - 3.3.2. at the request of the aforesaid technical service, certain components and certain samples of the materials used.

4. EEC TYPE-APPROVAL

(4.1.)

(4.2.)

(4.3.)

(4.4.)

(4.4.1.)

(4.4.2.)

(4.5.)

- 4.6. A form conforming to the model in Annex III shall be attached to the EEC type-approval certificate.

5. GENERAL SPECIFICATIONS

- 5.1. The provisions of this Annex shall not apply to those parts of the external surface which, with the vehicle in the laden condition, with all doors, windows and access lids etc., in the closed position, are either:
 - 5.1.1. at a height of more than 2 m; or
 - 5.1.2. below the floor line; or
 - 5.1.3. so located that, in static conditions, they cannot be contacted by a sphere 100 mm in diameter.
- 5.2. The external surface of vehicles shall not exhibit, directed outwards, any pointed or sharp parts or any projections of such shape, dimensions, direction or hardness as to be likely to increase the risk or seriousness of bodily injury to a person hit by the external surface or brushing against it in the event of a collision.
- 5.3. The external surface of vehicles shall not exhibit, directed outwards, any parts likely to catch on pedestrians, cyclists or motor cyclists.
- 5.4. Subject to the provisions of items 5.5, 6.1.3, 6.3, 6.4.2, 6.7.1, 6.8.1, 6.10, below, no protruding part of the external surface shall have a radius of curvature less than 2.5 mm.

- 5.5. Protruding parts of the external surface, made of a material of hardness not exceeding 60 shore A, may have a radius of curvature less than 2.5 mm.

6. PARTICULAR SPECIFICATIONS

6.1. Ornaments

- 6.1.1. Added ornaments which project more than 10 mm from their support shall retract, become detached or bend over under a force of 10 daN exerted at their most salient point in any direction in a plane approximately parallel to the surface on which they are mounted. These provisions shall not apply to ornaments on radiator grilles, to which only the general requirements of item 5 shall apply.
- 6.1.2. Protective strips or shielding on the external surface shall not be subject to the requirements of item 6.1.1 above. However, they shall be firmly secured to the vehicle.
- 6.1.3. If the added ornaments are less than 5 mm thick, the requirement of a 2.5 mm minimum radius of curvature shall not apply, but the outward facing angles of such ornaments shall be blunted.

6.2. Headlights

- 6.2.1. Projecting visors and rims shall be permitted on headlights, provided that their projection, as measured in relation to the external transparent surface of the headlight does not exceed 30 mm and their radius of curvature is at least 2.5 mm throughout.
- 6.2.2. Retracting headlights shall meet the requirements of item 6.2.1 above in both the operative and retracted positions.

6.3. Grilles and gaps

- 6.3.1. The requirements of item 5.4 shall not apply to gaps between fixed or movable elements including those forming part of air intake or outlet grilles and radiator grilles, provided that the distance between consecutive elements does not exceed 40 mm. For gaps of between 40 mm and 25 mm the radii of curvature shall be of 1 mm or more. However, if the distance between two consecutive elements is equal to or less than 25 mm, the radii of curvature of external faces of the elements shall not be less than 0.5 mm.
- 6.3.2. The junction of the front with the side faces of each element forming a grille or gap shall be blunted.

6.4. Windscreen wipers

- 6.4.1. The windscreen-wiper fittings shall be such that the wiper shaft is furnished with a protective casing which has a radius of curvature meeting the requirements of item 5.4 above and a surface of not less than 150 mm².
- 6.4.2. Item 5.4 shall not apply to the wiper blades or to any supporting members. However, these units shall be so made as to have no sharp angles or pointed or cutting parts of a non-functional nature.

6.5. Bumpers

- 6.5.1. The ends of the bumpers shall be turned in towards the external surface in order to reduce the risk of fouling.

- 6.5.2. The components of the bumper shall be so designed that all rigid surfaces facing outwards have a minimum radius of curvature of 5 mm.
- 6.6. **Handles, hinges and push-buttons of doors, luggage compartments and flaps; tank openings and covers**
 - 6.6.1. The projection shall not exceed 40 mm in the case of lateral door handles and 30 mm in all other cases,
 - 6.6.2. If lateral door handles turn to operate, they shall meet the following requirements:
 - 6.6.2.1. the open end of the handle must be directed towards the rear and the handle so arranged that it turns parallel to the plane of the door and does not pivot outwards;
 - 6.6.2.2. the end of the handle must be turned back towards the door and fitted into a recess.
- 6.7. **Wheel nuts, hub caps and wheel discs**
 - 6.7.1. The requirements of item 5.4 shall not apply.
 - 6.7.2. The wheel nuts, hub caps and wheel discs shall not exhibit any fin-shaped projections.
 - 6.7.3. When the vehicle is travelling in a straight line, no part of the wheels other than the tyres, situated above the horizontal plane passing through their axis of rotation shall project beyond the vertical projection, in a horizontal plane, of the external surface or structure. However, if functional requirements so warrant, wheel discs which cover wheel and hub nuts may project beyond the vertical projection of the external surface or structure on condition that the radius of curvature of the surface of the projecting part is not less than 30 mm and that the projection beyond the vertical projection of the external surface or structure in no case exceeds 30 mm.
- 6.8. **Sheet-metal edges**
 - 6.8.1. Sheet-metal edges, such as gutter edges and the rails of sliding doors shall not be permitted unless they are folded back or are fitted with a shield meeting the requirements of this Annex which are applicable to it.
- 6.9. **Body panels**
 - 6.9.1. Folds in body panels may have a radius of curvature of less than 2.5 mm, provided that it is not less than one-tenth of the height 'H' of the projection, measured in accordance with the method described in Annex II.
- 6.10. **Lateral air or rain deflectors**
 - 6.10.1. Lateral deflectors shall have a radius of curvature of at least 1 mm on edges capable of being directed outwards.
- 6.11. **Jacking brackets**
 - 6.11.1. The jacking bracket shall not project more than a distance of 10 mm beyond the vertical projection of the floor line lying directly above it.

(7.)

(7.1.)

(7.1.1.)

(7.1.2.)

(7.2.)

8. CONFORMITY OF PRODUCTION

(8.1.)

8.2. In order to verify conformity with the approved type, a sufficient number of random checks shall be performed on serially produced vehicles.

(9.)

(9.1.)

(9.2.)

(10.)

ANNEX II**METHOD FOR DETERMINING THE HEIGHT OF EXTERNAL SURFACE PROJECTIONS**

1. The height H of a projection is determined graphically by reference to the circumference of a 165 mm diameter circle, internally tangential to the external outline of the external surface at the section to be checked.
2. H is the maximum value of the distance, measured along a straight line passing through the centre of the 165 mm diameter circle, between the circumference of the aforesaid circle and the external contour of the projection (see Fig. 1).
3. In cases where it is not possible for a 100 mm diameter circle to contact externally part of the external outline of the external surface at the section under consideration, the surface outline in this area will be assumed to be that formed by the circumference of the 100 mm diameter circle between its tangent points with the external outline (see Fig. 2).
4. Drawings of the necessary sections through the external surface shall be provided by the manufacturer to allow the height of the projections referred to above to be measured.

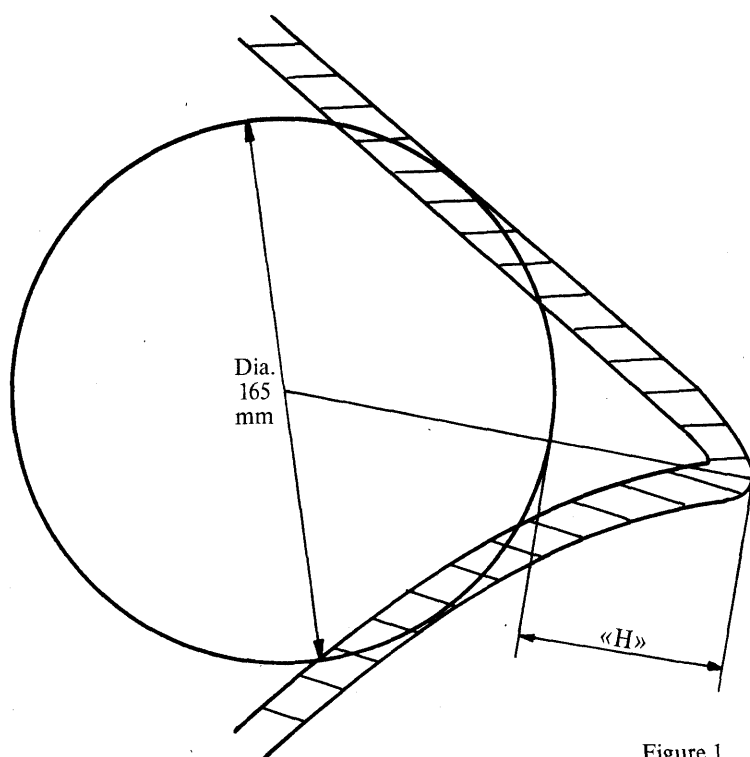


Figure 1

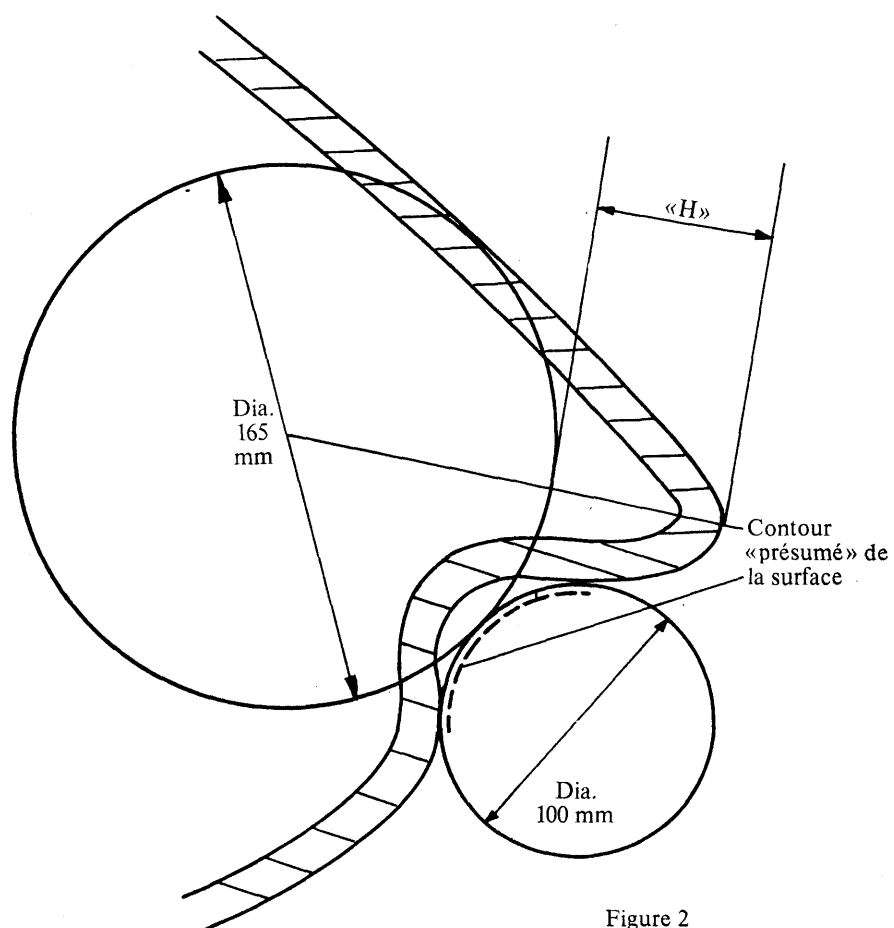


Figure 2

ANNEX III

MODEL

Name of administration

ANNEX TO THE EEC-TYPE APPROVAL CERTIFICATE WITH REGARD TO EXTERNAL PROJECTIONS

(Article 4 (2) and Article 10 of the Council Directive of 6 February 1970 on the approximation of the laws of the Member States relating to the type approval of motor vehicles and their trailers)

- Type-approval No
1. Trade name or mark of the vehicle
 2. Vehicle type
 3. Manufacturer's name and address
 4. If applicable, name and address of manufacturer's authorized representative
 5. Vehicle submitted for type-approval on
 6. Technical service responsible for type-approval tests
 7. Date of report issued by that service
 8. Number of report issued by that service
 9. Type-approval in respect of external projection has been granted/refused ⁽¹⁾
 10. Place
 11. Date
 12. Signature
 13. The following documents, bearing the type-approval number shown above, are annexed:
 - photographs of the front, rear and side parts of the vehicle;
 - drawings, with dimensions, of the bumpers and, where appropriate,
 - drawings of certain external projections.

⁽¹⁾ Delete as appropriate.

COUNCIL DECISION**of 23 August 1974****on the conclusion of the Agreement between the European Economic Community and the Republic of Indonesia on the supply of common wheat as food aid**

(74/484/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 concluded the 1971 Food Aid Convention;

Whereas by its letter of 17 October 1973, the Republic of Indonesia has requested food aid;

Whereas in view of the cereal supply situation in Indonesia, that country should be accorded, by way of gift, 21 000 metric tons of common wheat under the Community food-aid programme for 1973/74,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Indonesia 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, 23 August 1974.

*For the Council**The President*

B. DESTREMAU

AGREEMENT

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

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

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA,
of the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA:

WHO HAVE AGREED AS FOLLOWS:

Article I

As part of its food-aid programme (cereals) for 1973/74, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Republic of Indonesia, hereinafter, referred to as the 'country of destination', by way of gift, with 21 000 metric tons of common wheat.

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 VIII.

Article IV

Article II

Deliveries will be made in bulk fob in accordance with the detailed rules set out in the Annex which is an integral part of this Agreement.

The country of destination 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 country of destination undertakes to make all necessary arrangements for the transport and insurance of the product from point of delivery to places of destination.

It undertakes to exercise the greatest possible care to ensure that the tendering arrangements for the

The proceeds of sale, less the cost of carriage by sea and insurance, and the normal cost of selling the product on the market of the country of destination, shall be paid into a special account at the central bank of that country until the whole amount of the aid received has been sold. The proceeds shall then be transferred to the development budget of the country of destination for the financing of development schemes.

Article V

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies. In particular, the country of destination undertakes to import commercially from whatever source between 1 July 1974 and 30 June 1975 a minimum quantity of 92 500 metric tons of common wheat or its equivalent in flour of common wheat.

Article VI

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 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 VII

The country of destination 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. immediately after the discharge of each cargo: port and date of arrival of vessel; nature, quantity and any observations as to the quality of the products unloaded; date on which discharge was completed; costs of sea transport and of insurance relating thereto;
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 market of the country of destination;
3. as soon as the proceeds of sale have been transferred to the development budget: progress and degree of completion of one or more development schemes undertaken with the help of the Member States, appearing on the 1974/75 list of schemes communicated by the country of destination of which the cost corresponds approximately to the proceeds of sale of the cargo received as aid.

Article VIII

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

Article IX

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

ANNEX

DELIVERY PROCEDURES

CHAPTER I

General provisions

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 put down at the point of exportation named by the Commission of the European Communities at the berth specified by the country of destination or its agent referred to in Article 3 and under the terms specified in this Annex. Without prejudice to Articles 8 and 9 the Community shall bear all costs prior to delivery and the country of destination those after delivery.

Article 2

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 3

For the purpose of implementing the provisions of this Annex the Community shall appoint — if necessary for each consignment — an agent whose name and address it shall make known to the country of destination immediately following his appointment. For each port of shipment the country of destination shall appoint an agent whose name and address it shall make known to the Community with all dispatch and if possible before the appointment of the agent of the Community.

Article 4

Before implementing the procedure for appointing the agent of the Community referred to in Article 3, the Commission of the European Communities and the country of destination shall establish by joint agreement the period during which delivery must begin.

CHAPTER II

Obligations of the Community

Article 5

Where the Community is not in a position to carry out delivery on the date, and, if applicable, according to the schedule laid down in Article 7, all costs arising for the country of destination — for example, demurrage, void freight and dead freight — shall be borne by the Community.

The charges and the arrangements relating to demurrage laid down in the contract concluded between the country of destination and the carrier must have previously been agreed by the country of destination and the agent of the Community.

The other costs referred to in the first subparagraph shall be refunded by the Community only if they have been paid by the country of destination with the approval of the Community.

Article 6

Where it is impossible for the Community to supply all or part of the goods on the date and within the time limits provided for in Article 7, the agents of the Community and of the country of destination may, without prejudice to Article 5, agree on a new date and a new time limit for the delivery of all the goods or of the undelivered part thereof.

CHAPTER III

Obligations of the country of destination

Article 7

After contacting the Community, the country of destination shall procure, to transport all the quantities provided for in Article I of the Agreement, one or more vessels of dimensions corresponding to the normal capacity of the port of shipment; these vessels must be ready for loading on a date falling within the period referred to in Article 4.

The agent of the country of destination shall inform the Community of this date and of the date for commencement of delivery as soon as he knows them, if possible 20 clear days in advance and in any case 10 clear days before the date for commencement of delivery.

He shall establish with the agent of the Community the schedule according to which delivery shall take place.

Article 8

Where the country of destination is unable to begin loading on the date provided for in the first subparagraph of Article 7, the agent of the country of destination shall inform the agent of the Community without delay.

In this event the agents of the Community and of the country of destination may agree on a new date for the commencement of delivery and, if applicable, a new schedule. The costs arising from the delay in loading shall in all cases except *force majeure* be borne by the country of destination.

Should the new date provided for in the second subparagraph be more than 30 clear days after the date for loading provided for in the first subparagraph of Article 7, the Community may dispose of the goods without prejudice to its commitment under Article I of this Agreement.

Article 9

Where the quantity made available for loading on a vessel cannot be loaded on board in its entirety, the country of destination shall inform the Community as soon as possible, and no later than 15 clear days after loading has been completed, whether it intends to accept or to renounce the balance.

In the former case the second and third subparagraphs of Article 8 shall apply to the balance, if delivery has not yet taken place.

In the latter case the Community may consider that it has discharged its commitment to the country of destination under Article I of this Agreement and shall bear the costs resulting from renunciation.

In any event, after an interval of 15 clear days and in the absence of any notice on the part of the country of destination, renunciation shall be deemed to have taken place.

Article 10

Upon delivery of the goods, the country of destination shall hand over to the authorized agent of the Community a certificate of acceptance which shall set out the port of shipment, date of acceptance and the nature and quantity of the goods accepted, together with any comments on the quality of the goods. A copy of the certificate shall be sent to the Commission of the European Communities.

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

The Agreement between the European Economic Community and Indonesia on the supply of cereals as food aid, which the Council decided to conclude on 23 August 1974, was signed in Brussels on 16 September 1974, on behalf of the Council of the European Communities by:

Mr Etienne Burin des Rozières, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

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

and on behalf of Indonesia by:

Mr F. X. Seda, Ambassador Extraordinary and Plenipotentiary, head of that country's mission to the European Economic Community.

COUNCIL DECISION**of 23 August 1974****on the conclusion of the Agreement between the European Economic Community and Malta on the supply of common wheat as food aid**

(74/485/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 concluded the 1971 Food Aid Convention;

Whereas by its letter of 20 July 1973, Malta has requested food aid;

Whereas in view of the cereal supply situation in Malta, that country should be accorded, by way of gift, 2 000 metric tons of common wheat under the Community food-aid programme for 1973/74,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and Malta 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, 23 August 1974.

*For the Council**The President*

B. DESTREMAU

AGREEMENT

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

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

THE GOVERNMENT OF MALTA,
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 MALTA:

WHO HAVE AGREED AS FOLLOWS:

Article I

As part of its food-aid programme (cereals) for 1973/74, the European Economic Community, hereinafter referred to as the 'Community', shall supply Malta, hereinafter referred to as the 'country of destination', by way of gift, with 2 000 metric tons of common wheat.

Article II

Deliveries will be made in bulk fob in accordance with the detailed rules set out in the Annex which is an integral part of this Agreement.

Article III

The country of destination undertakes to make all necessary arrangements for the transport and insurance of the delivered product from point of delivery 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 VIII.

Article IV

The country of destination 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 of sale shall be paid into a special account at the treasury of that country and allocated to the financing of one or more development schemes agreed between the recipient country and the Community.

Article V

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

the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies. In particular, the country of destination undertakes to import commercially from whatever source between 1 July 1974 and 30 June 1975 a minimum quantity of 43 130 metric tons of common wheat or its equivalent in flour of common wheat.

Article VI

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 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 VII

The country of destination 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. immediately after the discharge of each cargo: port and date of arrival of vessel; nature, quantity and any observations as to the quality of the

product discharged; date on which discharge was completed; costs of sea transport and of insurance relating thereto;

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 market of the country of destination; insurance costs and, where appropriate, transport costs from the port of discharge to the places of destination;
3. on 15 January every year until the special account has been fully used:
 - (a) state of this account (deposits and withdrawals) on 31 December of the preceding year;
 - (b) progress achieved in the project or projects, with an indication of the total amount of financing carried out at that stage.

Article VIII

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

Article IX

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

ANNEX

DELIVERY PROCEDURES

CHAPTER I

General provisions

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 put down at the point of exportation named by the Commission of the European Communities at the berth specified by the country of destination or its agent referred to in Article 3 and under the terms specified in this Annex. Without prejudice to Articles 8 and 9 the Community shall bear all costs prior to delivery and the country of destination those after delivery.

Article 2

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 3

For the purpose of implementing the provisions of this Annex the Community shall appoint — if necessary for each consignment — an agent whose name and address it shall make known to the country of destination immediately following his appointment. For each port of shipment the country of destination shall appoint an agent whose name and address it shall make known to the Community with all dispatch and if possible before the appointment of the agent of the Community.

Article 4

Before implementing the procedure for appointing the agent of the Community referred to in Article 3, the Commission of the European Communities and the country of destination shall establish by joint agreement the period during which delivery must begin.

CHAPTER II**Obligations of the Community****Article 5**

Where the Community is not in a position to carry out delivery on the date and, if applicable, according to the schedule laid down in Article 7, all costs arising for the country of destination — for example, demurrage, void freight and dead freight — shall be borne by the Community.

The charges and the arrangements relating to demurrage laid down in the contract concluded between the country of destination and the carrier must have previously been agreed by the country of destination and the agent of the Community.

The other costs referred to in the first subparagraph shall be refunded by the Community only if they have been paid by the country of destination with the approval of the Community.

Article 6

Where it is impossible for the Community to supply all or part of the goods on the date and within the time limits provided for in Article 7, the agents of the Community and of the country of destination may, without prejudice to Article 5, agree on a new date and a new time limit for the delivery of all the goods or of the undelivered part thereof.

CHAPTER III**Obligations of the country of destination****Article 7**

After contacting the Community, the country of destination shall procure to transport all the quantities provided for in Article I of the Agreement one or more vessels of dimensions corresponding to the normal capacity of the port of shipment; these vessels must be ready for loading on a date falling within the period referred to in Article 4.

The agent of the country of destination shall inform the Community of this date and of the date for commencement of delivery as soon as he knows them, if possible 20 clear days in advance and in any case 10 clear days before the date for commencement of delivery.

He shall establish with the agent of the Community the schedule according to which delivery shall take place.

Article 8

Where the country of destination is unable to begin loading on the date provided for in the first subparagraph of Article 7, the agent of the country of destination shall inform the agent of the Community without delay.

In this event the agents of the Community and of the country of destination may agree on a new date for the commencement of delivery and, if applicable, a new schedule. The costs arising from the delay in loading shall in all cases except *force majeure* be borne by the country of destination.

Should the new date provided for in the second subparagraph be more than 30 clear days after the date for loading provided for in the first subparagraph of Article 7, the Community may dispose of the goods without prejudice to its commitment under Article I of this Agreement.

Article 9

Where the quantity made available for loading on a vessel cannot be loaded on board in its entirety, the country of destination shall inform the Community as soon as possible, and no later than 15 clear after loading has been completed, whether it intends to accept or to renounce the balance.

In the former case the second and third subparagraphs of Article 8 shall apply to the balance, if delivery has not yet taken place.

In the latter case the Community may consider that it has discharged its commitment to the country of destination under Article I of this Agreement and shall bear the costs resulting from renunciation.

In any event, after an interval of 15 clear days, and in the absence of any notice on the part of the country of destination, renunciation shall be deemed to have taken place.

Article 10

Upon delivery of the goods, the country of destination shall hand over to the agent of the Community a certificate of acceptance stating the port of shipment, date of acceptance and the nature and quantity of the goods accepted, together with any comments on the quality of the goods. It shall send a copy of the certificate to the Commission of the European Communities.

Information on the signing of the Agreement between the European Economic Community and the Government of Malta on the supply of food aid

The Agreement between the European Economic Community and Malta on the supply of cereals as food aid, which the Council decided to conclude on 23 August 1974, was signed in Brussels on 18 September 1974, on behalf of the Council of the European Communities by:

Mr Emile Cazimajou, Plenipotentiary, Deputy Chairman of the Permanent Representatives Committee, and

Mr Durieux, Director of Development and Cooperation of the Commission of the European Communities,

and on behalf of the Government of Malta by:

Mr Anthony J. B. Soler, Counsellor, acting chargé d'affaires of that country's mission to the European Economic Community.

COUNCIL DECISION

of 23 August 1974

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

(74/486/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 concluded the 1971 Food Aid Convention;

Whereas by its letter of 20 September 1973, the Togolese Republic has requested food aid;

Whereas in view of the cereal supply situation in Togo, that country should be accorded, by way of gift, 3 500 metric tons of common wheat under the Community food-aid programme for 1973/74,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Togolese 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, 23 August 1974.

*For the Council**The President*

B. DESTREMAU

AGREEMENT

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

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

THE GOVERNMENT OF THE TOGOLESE 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 TOGOLESE REPUBLIC:

WHO HAVE AGREED AS FOLLOWS:

Article I

As part of its food-aid programme (cereals) for 1973/74, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Togolese Republic, hereinafter referred to as the 'country of destination', by way of gift, with 3 500 metric tons of common wheat.

Article II

Deliveries will be made in bulk fob in accordance with the detailed rules set out in the Annex which is an integral part of this Agreement.

Article III

The country of destination undertakes to make all necessary arrangements for the transport and insurance of the delivered product from point of delivery 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 VIII.

Article IV

The country of destination 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 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 agreed between the recipient country and the Community.

Article V

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

the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies. In particular, the country of destination undertakes to import commercially from whatever source between 1 July 1974 and 30 June 1975 a minimum quantity of 12 000 metric tons of common wheat or its equivalent in flour of common wheat.

Article VI

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 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 VII

The country of destination 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. immediately after the discharge of each cargo: port and date of arrival of vessel; nature, quantity

and any observations as to the quality of the product discharged; date on which discharge was completed; costs of sea transport and of insurance relating thereto;

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 market of the country of destination; insurance costs and, where appropriate, transport costs from the port of discharge to the places of destination.
3. on 15 January every year until the special account has been fully used:
 - (a) state of this account (deposits and withdrawals) on 31 December of the preceding year;
 - (b) progress achieved in the project or projects, with an indication of the total amount of financing carried out at that stage.

Article VIII

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

Article IX

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

ANNEX

ARRANGEMENTS REFERRED TO IN ARTICLE II OF THE AGREEMENT

CHAPTER I

General provisions

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 put down at the point of exportation named by the Commission of the European Communities at the berth specified by the country of destination or its agent referred to in Article 3 and under the terms specified in this Annex. Without prejudice to Articles 8 and 9 the Community shall bear all costs prior to delivery and the country of destination those after delivery.

Article 2

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

Article 3

For the purpose of implementing the provisions of this Annex the Community shall appoint — if necessary for each consignment — an agent whose name and address it shall make known to the country of destination immediately following his appointment. For each port of shipment the country of destination shall appoint an agent whose name and address it shall make known to the Community with all dispatch and if possible before the appointment of the agent of the Community.

Article 4

Before implementing the procedure for appointing the agent of the Community referred to in Article 3, the Commission of the European Communities and the country of destination shall establish by joint agreement the period during which delivery must begin.

CHAPTER II

Obligations of the Community

Article 5

Where the Community is not in a position to carry out delivery on the date, and, if applicable, according to the schedule laid down in Article 7, all costs arising for the country of destination — for example, demurrage, void freight and dead freight — shall be borne by the Community.

The charges and the arrangements relating to demurrage laid down in the contract concluded between the country of destination and the carrier must have previously been agreed by the country of destination and the agent of the Community.

The other costs referred to in the first subparagraph shall be refunded by the Community only if they have been paid by the country of destination with the approval of the Community.

Article 6

Where it is impossible for the Community to supply all or part of the goods on the date and within the time limits provided for in Article 7, the agents of the Community and of the country of destination may, without prejudice to Article 5, agree on a new date and a new time limit for the delivery of all the goods or of the undelivered part thereof.

CHAPTER III

Obligations of the country of destination

Article 7

After contacting the Community, the country of destination shall procure to transport all the quantities provided for in Article I of the Agreement one or more vessels of dimensions corresponding to the normal capacity of the port of shipment; these vessels must be ready for loading on a date falling within the period referred to in Article 4.

The agent of the country of destination shall inform the Community of this date and of the date for commencement of delivery as soon as he knows them, if possible 20 clear days in advance and in any case 10 clear days before the date for commencement of delivery.

He shall establish with the agent of the Community the schedule according to which delivery shall take place.

Article 8

Where the country of destination is unable to begin loading on the date provided for in the first subparagraph of Article 7, the agent of the country of destination shall inform the agent of the Community without delay.

In this event the agents of the Community and of the country of destination may agree on a new date for the commencement of delivery and, if applicable, a new schedule. The costs arising from the delay in loading shall in all cases except *force majeure* be borne by the country of destination.

Should the new date provided for in the second subparagraph be more than 30 clear days after the date for loading provided for in the first subparagraph of Article 7, the Community may dispose of the goods without prejudice to its commitment under Article I of this Agreement.

Article 9

Where the quantity made available for loading on a vessel cannot be loaded on board in its entirety, the country of destination shall inform the Community as soon as possible, and no later than 15 clear days after loading has been completed, whether it intends to accept or to renounce the balance.

In the former case the second and third subparagraphs of Article 8 shall apply to the balance, if delivery has not yet taken place.

In the latter case the Community may consider that it has discharged its commitment to the country of destination under Article I of this Agreement and shall bear the costs resulting from renunciation.

In any event, after an interval of 15 clear days and in the absence of any notice on the part of the country of destination, renunciation shall be deemed to have taken place.

Article 10

Upon delivery of the goods, the country of destination shall hand over to the agent of the Community a certificate of acceptance stating the port of shipment, date of acceptance and the nature and quantity of the goods accepted, together with any comments on the quality of the goods. It shall send a copy of the certificate to the Commission of the European Communities.

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

The Agreement between the European Economic Community and the Togolese Republic on the supply of cereals as food aid, which the Council decided to conclude on 23 August 1974, was signed in Brussels on 16 September 1974, on behalf of the Council of the European Communities by:

Mr Etienne Burin des Rozières, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

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

and on behalf of Togo by:

Mr Victor Emmanuel Dagadou, Ambassador and Representative of the Togolese Government to the European Economic Community.
