

Official Journal

of the European Communities

Volume 18 No L 32
5 February 1975

English Edition

Legislation

Contents

I *Acts whose publication is obligatory*

.....

II *Acts whose publication is not obligatory*

Council

75/78/EEC:

- ★ Council Decision of 21 October 1974 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 1
- Agreement between the European Economic Community and the Hashemite Kingdom of Jordan on the supply of flour of common wheat as food aid 2
- Information on the signing of the Agreement between the European Economic Community and the Hashemite Kingdom of Jordan on the supply of food aid 4

75/79/EEC:

- ★ Council Decision of 7 November 1974 on the conclusion of the Agreement between the European Economic Community and the Democratic Republic of the Sudan on the supply of common wheat as food aid 5
- Agreement between the European Economic Community and the Democratic Republic of the Sudan on the supply of common wheat as food aid 6
- Information on the signing of the Agreement between the European Economic Community and the Democratic Republic of the Sudan on the supply of food aid 9

75/80/EEC:

- ★ Council Decision of 2 December 1974 on the conclusion of the Agreement between the European Economic Community and the United Nations Children's Fund (UNICEF) on the supply of skimmed-milk powder as food aid 10
- Agreement between the European Economic Community and the United Nations Children's Fund (UNICEF) on the supply of skimmed-milk powder as food aid 11
- Information on the signing of the Agreement between the European Economic Community and the United Nations Children's Fund (UNICEF) on the supply of food aid 13

Acts whose titles are printed in light type are those relating to day-to-day management of agricultural matters, and are generally valid for a limited period.
The titles of all other Acts are printed in bold type and preceded by an asterisk.

75/81/EEC:	
★ Council Decision of 2 December 1974 on the conclusion of the Agreement between the European Economic Community and the United Nations Children's Fund (UNICEF) on the supply of cereals as food aid	14
Agreement between the European Economic Community and the United Nations Children's Fund (UNICEF) on the supply of cereals as food aid	15
Information on the signing of the Agreement between the European Economic Community and the United Nations Children's Fund (UNICEF) on the supply of food aid	17
75/82/EEC:	
★ Council Decision of 17 December 1974 on the conclusion of the Agreement between the European Economic Community and the Office of the United Nations Disaster Relief Coordinator (UNDRO) on the supply of skimmed-milk powder as emergency food aid for the disaster victims in Honduras	18
Agreement between the European Economic Community and the Office of the United Nations Disaster Relief Coordinator (UNDRO) on the supply of skimmed-milk powder as emergency food aid for the disaster victims in Honduras	19
Information on the signing of the Agreement between the European Economic Community and the Office of the United Nations Disaster Relief Coordinator (UNDRO) on the supply of food aid	21
75/83/EEC:	
★ Council Decision of 17 December 1974 on the conclusion of the Agreement between the European Economic Community and the Islamic Republic of Mauritania on the supply of common wheat and maize as food aid	22
Agreement between the European Economic Community and the Islamic Republic of Mauritania on the supply of common wheat and maize as food aid	23
Information on the signing of the Agreement between the European Economic Community and the Islamic Republic of Mauritania on the supply of food aid	25
Commission	
75/84/EEC:	
★ Sixth Commission Directive of 20 December 1974 establishing Community methods of analysis for the official control of feedingstuffs	26
75/85/EEC:	
★ Commission Decision of 30 December 1974 extending for the Republic of France in respect of a certain number of varieties the period after which seeds and propagating material of varieties of agricultural plant species are no longer subject to any marketing restrictions relating to variety	34
75/86/EEC:	
Commission Decision of 30 December 1974 extending for the Federal Republic of Germany in respect of a certain number of varieties the period after which seeds and propagating material of varieties of agricultural plant species are no longer subject to any marketing restrictions relating to variety	37
75/87/EEC:	
★ Commission Decision of 30 December 1974 extending for the Grand Duchy of Luxembourg in respect of a certain number of varieties the period after which seeds and propagating material of varieties of agricultural plant species are no longer subject to any marketing restrictions relating to variety	41

II

(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DECISION

of 21 October 1974

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

(75/78/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 June 1973, the Hashemite Kingdom of Jordan has requested food aid;

Whereas in view of the cereal supply situation in that country, the latter should be accorded, by way of gift, a quantity of 13 500 metric tons of common wheat of which 1 500 metric tons are attributable to the 1970/71 Community food-aid programme (cereals) and 12 000 metric tons to the 1973/74 programme, in the form of 8 940 metric tons of common wheat flour,

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 is hereby concluded on behalf of the Community.

The text of the Agreement is annexed to this Decision.

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, 21 October 1974.

For the Council

The President

Ch. BONNET

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

The European Economic Community, hereinafter referred to as the 'Community', shall supply the Hashemite Kingdom of Jordan, hereinafter referred to as the 'country of destination', by way of gift, with a quantity of 13 500 metric tons of common wheat, of which 1 500 metric tons are attributable to the 1970/71 Community food-aid programme (cereals) and 12 000 metric tons to the 1973/74 programme, in the form of 8 940 metric tons of flour of common wheat.

Article II

Deliveries will be made fob in new cotton bags of a net weight of 50 kg each, in accordance with the detailed rules set out in the Annex which forms 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 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 distribute it free of charge to the refugee population.

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 January 1974 and 31 December 1974 a minimum quantity of 19 100 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 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 resulting from it.

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

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

Article VIII

At the request of either of them, the Contracting Parties shall consult each other on any question 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 all costs 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 despatch 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 paragraph 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 paragraph 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. Save in cases of *force majeure*, the costs arising from the delay in loading shall be borne by the country of destination.

Should the new date provided for in the second paragraph be more than 30 clear days after the date for loading provided for in the first paragraph 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 intended 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 paragraphs 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 Hashemite Kingdom of Jordan on the supply of food aid

The Agreement between the European Economic Community and Jordan on the supply of flour of common wheat as food aid, which the Council decided to conclude on 21 October 1974, was signed in Brussels on 24 October 1974, on behalf of the Council of the European Communities by:

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

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

and on behalf of the Hashemite Kingdom of Jordan by:

Mr Nijmeddin Dajani, Ambassador Extraordinary and Plenipotentiary, Head of the Mission of Jordan to the European Communities.

COUNCIL DECISION

of 7 November 1974

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

(75/79/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 August 1973, the Democratic Republic of the Sudan has requested food aid;

Whereas in view of the cereal supply situation in that country the latter should be accorded, under the Community food-aid programme for 1973/74, and by way of gift, 5 000 metric tons of common wheat,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Democratic Republic of the Sudan on the supply of common wheat as food aid is hereby concluded on behalf of the Community.

The text of the Agreement is annexed to this Decision.

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, 7 November 1974.

*For the Council**The President*

A. JARROT

AGREEMENT

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN,

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 REPUBLIC OF THE SUDAN:

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 Democratic Republic of the Sudan, hereinafter referred to as the 'country of destination', by way of gift, with 5 000 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 forms 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 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 in accordance with the procedure to be 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

152 200 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 or 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, and quantity of the product discharged and any observations as to the quality; 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 all costs 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 despatch 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 paragraph 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 paragraph 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. Save in cases of *force majeure*, the costs arising from the delay in loading shall be borne by the country of destination.

Should the new date provided for in the second paragraph be more than 30 clear days after the date for loading provided for in the first paragraph 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 intended 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 paragraphs 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 Democratic Republic of the Sudan on the supply of food aid

The Agreement between the European Economic Community and the Sudan on the supply of common wheat as food aid, which the Council decided to conclude on 7 November 1974, was signed in Brussels on 10 November 1974, on behalf of the Council of the European Communities by:

Mr Étienne Burin des Roziers, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

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

and on behalf of the Government of the Democratic Republic of the Sudan by:

Mr Abubaker Osman Mohamed Salah, Ambassador Extraordinary and Plenipotentiary of the Sudan in Paris.

COUNCIL DECISION

of 2 December 1974

on the conclusion of the Agreement between the European Economic Community and the United Nations Children's Fund (UNICEF) on the supply of skimmed-milk powder as food aid

(75/80/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 proposal of the Commission;

Whereas the United Nations Children's Fund (UNICEF) has made known its requirements in skimmed-milk powder;

Whereas, by Regulation (EEC) No 1827/74 ⁽¹⁾, the Council has placed 2 250 metric tons of this product at the disposal of UNICEF;

Whereas concerning emergency actions to be decided upon in implementation of the Agreement referred to in Article 2, the Community's approval should be given to UNICEF as quickly as possible, and whereas it may prove necessary to reply very rapidly to any requests for modifications which might be made by UNICEF during the implementation of the said Agreement,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the United Nations Children's Fund (UNICEF) on the supply of skimmed-milk powder as food aid is hereby concluded on behalf of the European Economic Community.

The text of the Agreement is annexed to this Decision.

Article 2

The approval of the Community provided for in Articles II, III and VIII of the Agreement will be given by the Commission.

Article 3

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

Done at Brussels, 2 December 1974.

*For the Council**The President*

J. SAUVAGNARGUES

⁽¹⁾ OJ No L 190, 13. 7. 1974, p. 22.

AGREEMENT

between the European Economic Community and the United Nations Children's Fund (UNICEF) on the supply of skimmed-milk powder as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE UNITED NATIONS CHILDREN'S FUND (UNICEF),

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 UNITED NATIONS CHILDREN'S FUND (UNICEF):

WHO HAVE AGREED AS FOLLOWS:

Article I

The European Economic Community, hereinafter referred to as 'the Community' shall supply by way of gift to the United Nations Children's Fund (UNICEF), hereinafter referred to as the 'recipient body', a quantity of 2 250 metric tons of skimmed-milk powder.

Article II

The specifications and packaging of the product shall be agreed between the recipient body and the Community.

Article III

The recipient body undertakes to use the product received as aid for the purposes of consumption and to distribute it free of charge to groups of people covered by its assistance programme, each operation to have been previously approved by the Community.

The deliveries shall be made following the provisions to be approved by the Community.

For emergency operations involving not more than 100 metric tons of skimmed-milk powder the

approval of the Community shall be given in the shortest possible time after receipt of the request.

Article IV

The obligations and responsibilities of the Community and of the recipient body concerning delivery and acceptance, whether cif or 'free-at-frontier', are set out in the Annex, which forms an integral part of this Agreement.

Article V

The recipient body undertakes to ensure that all arrangements needed for transport of the product from points of delivery to places of distribution shall be made either by the recipient body itself or by the government of the country where distribution is to take place. In any event, in case of loss unless caused by acts of war the recipient body undertakes to ensure replacement of the product so as to restore the contribution of the Community.

Article VI

The recipient body undertakes to inform the Community of how this Agreement is implemented. To this end it shall forward to the Community the following information:

1. not more than 30 days after the arrival of each shipment at the place of delivery: the places and dates of delivery, the nature, quantity and quality of the product delivered, and the date on which delivery was fully completed;
2. one month after completion of the delivery, then every four months until the quantities received as aid have been fully used: the quantities distributed; number and description of the beneficiaries; the places, timetable and method of distribution.

Article VII

The Contracting Parties shall at the request of either consult each other on all matters concerning the application of this Agreement.

Article VIII

Should new circumstances arise the Contracting Parties shall together decide on any amendments to be made to this Agreement.

In such an event, the approval of the Community shall be given in the shortest possible time after receipt of the request when the matter concerns operations involving not more than 100 metric tons of skimmed-milk powder.

Article IX

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

ANNEX

Provisions for delivery and acceptance

Article 1

Delivery shall be effected and all risk shall pass from the Community to the recipient body:

- in the case of delivery cif, once the goods are effectively set down on the quayside or onto lighter as the case may be;
- in the case of delivery 'free-at-frontier' of the country of destination, once the goods actually reach the frontier point.

Article 2

The recipient body shall bear all costs subsequent to delivery including the costs of reception of the goods and, where delivery is made 'free-at-frontier', the costs of discharge.

Article 3

In the case of delivery cif, any demurrage costs at the port of discharge resulting from delays attributable to the recipient body shall be borne by that body. The rates and the detailed arrangements applying thereto, fixed in the contract between the Community agent referred to in Article 6 and the carrier, must have been agreed in advance by that agent and the receiving agent of the recipient body referred to in Article 6.

In the case of delivery 'free-at-frontier' any costs resulting from delays in taking delivery of the goods which are attributable to the recipient body shall be borne by the latter.

Article 4

The Community shall, as soon as possible, notify the recipient body of the name of the vessel, the date of loading, the quantity and the quality of the goods as

recorded at time of loading, the port of discharge, and where delivery is made 'free-at-frontier', the frontier point and the methods of transportation used for bringing the goods to the frontier point.

Article 5

In the case of delivery cif, the Community shall inform the recipient body of the estimated date of arrival of the vessel at the port of discharge at least 10 clear days before that date. It shall insert in the charter-party a clause requiring the captain to inform the recipient body at least 72 hours in advance of the probable date of arrival of the vessel in port.

In the case of delivery 'free-at-frontier', the Community shall without delay inform the recipient body of the date of arrival of the goods at the port of discharge and shall in any case make known at least 10 clear days in advance the estimated date of arrival at the frontier point.

Article 6

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

The recipient body shall appoint a receiving agent for each place of delivery, whose name and address it shall make known to the Community before implementation of the Agreement.

Article 7

On delivery of the goods the recipient body or its receiving agent referred to in Article 6 shall hand to the Community's agent referred to in the same Article a certificate of acceptance for the quantities involved.

Information on the signing of the Agreement between the European Economic Community and the United Nations Children's Fund (UNICEF) on the supply of food aid

The Agreement between the European Economic Community and UNICEF on the supply of skimmed-milk powder as food aid, which the Council decided to conclude on 2 December 1974, was signed in Brussels on 9 December 1974, on behalf of the Council of the European Communities by:

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

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

and on behalf of the United Nations Children's Fund (UNICEF) by:

Mr Gordon Carter, Director of the United Nations Children's Fund (UNICEF) in Europe.

COUNCIL DECISION

of 2 December 1974

on the conclusion of the Agreement between the European Economic Community and the United Nations Children's Fund (UNICEF) on the supply of cereals as food aid

(75/81/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 proposal of the Commission;

Whereas the European Economic Community has concluded the 1971 Food Aid Convention;

Whereas the United Nations Children's Fund (UNICEF) has made known its requirements in cereal products for humanitarian programmes and whereas a quantity of foodstuffs equivalent to 10 000 metric tons of cereals should be placed at its disposal for this purpose;

Whereas concerning emergency actions to be decided upon in implementation of the Agreement referred to in Article 1, the Community's approval should be given to UNICEF as soon as possible and whereas it may prove necessary to reply very rapidly to any requests for modifications which might be made by UNICEF during the implementation of the said Agreement,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the United Nations Children's Fund (UNICEF) on the supply of cereals as food aid is hereby concluded on behalf of the European Economic Community.

The text of the Agreement is annexed to this Decision.

Article 2

The approval of the Community provided for in Articles II, III and VIII of the Agreement shall be given by the Commission.

Article 3

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

Done at Brussels, 2 December 1974.

*For the Council**The President*

J. SAUVAGNARGUES

AGREEMENT

between the European Economic Community and the United Nations Children's Fund (UNICEF) on the supply of cereals as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE UNITED NATIONS CHILDREN'S FUND (UNICEF),

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 UNITED NATIONS CHILDREN'S FUND (UNICEF):

WHO HAVE AGREED AS FOLLOWS:

Article I

Under the 1973/74 food-aid programme (cereals), the European Economic Community, hereinafter referred to as 'the Community', shall supply by way of gift to the United Nations Children's Fund (UNICEF), hereinafter referred to as the 'recipient body', a quantity of 10 000 metric tons of cereals.

Article II

The 10 000 metric tons of cereals shall be supplied in the form of 5 000 metric tons of rolled oats, the specifications and packaging of which shall be agreed between the recipient body and the Community.

Article III

The recipient body undertakes to use the product received as aid for the purposes of consumption and to distribute it free of charge to groups of people covered by its assistance programme, each operation to have been previously approved by the Community.

The deliveries shall be made in accordance with provisions to be approved by the Community.

For emergency operations involving not more than 1 000 metric tons of processed product the approval of the Community shall be given in the shortest possible time after receipt of the request.

Article IV

The obligations and responsibilities of the Community and of the recipient body concerning delivery and acceptance, whether cif or 'free-at-frontier', are set out in the Annex which forms an integral part of this Agreement.

Article V

The recipient body undertakes to ensure that all arrangements needed for transport of the product from points of delivery to places of distribution shall be made either by the recipient body itself or by the government of the country where distribution is to take place. In any event, in case of loss unless caused by acts of war the recipient body undertakes to ensure replacement of the product so as to restore the contribution of the Community.

Article VI

The recipient body undertakes to inform the Community of how this Agreement is implemented. To this end it shall forward to the Community the following information:

1. not more than 30 days after the arrival of each shipment at the place of delivery: the places and dates of delivery, the nature, quantity and quality of the product delivered, and the date on which delivery was fully completed;
2. one month after completion of the delivery, then every four months until the quantities received as aid have been fully used: the quantities distributed; number and description of the beneficiaries; the places, timetable and method of distribution.

Article VII

The Contracting Parties shall at the request of either consult each other on all matters concerning the application of this Agreement.

Article VIII

Should new circumstances arise the Contracting Parties shall together decide on any amendments to be made to this Agreement.

In such an event, the approval of the Community shall be given in the shortest possible time after receipt of the request when the matter concerns operations involving not more than 1 000 metric tons of processed product.

Article IX

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

ANNEX

Provisions for delivery and acceptance

Article 1

Delivery shall be effected and all risk shall pass from the Community to the recipient body:

- in the case of delivery cif, once the goods are effectively set down on the quayside or onto lighter as the case may be;
- in the case of delivery 'free-at-frontier' of the country of destination, once the goods actually reach the frontier point.

Article 2

The recipient body shall bear all costs subsequent to delivery including the costs of reception of the goods and, where delivery is made 'free-at-frontier', the costs of discharge.

Article 3

In the case of delivery cif, any demurrage costs at the port of discharge resulting from delays attributable to the recipient body shall be borne by that body. The rates and the detailed arrangements applying thereto, fixed in the contract between the Community agent referred to in Article 6 and the carrier, must have been agreed in advance by that agent and the receiving agent of the recipient body referred to in Article 6.

In the case of delivery 'free-at-frontier' any costs resulting from delays in taking delivery of the goods which are attributable to the recipient body shall be borne by the latter.

Article 4

The Community shall, as soon as possible, notify the recipient body of the name of the vessel, the date of loading, the quantity and the quality of the goods as recorded at time of loading, the port of discharge, and where delivery is made 'free-at-frontier', the frontier point and the methods of transportation used for bringing the goods to the frontier point.

Article 5

In the case of delivery cif, the Community shall inform the recipient body of the estimated date for arrival of the vessel at the port of discharge at least 10 clear days before that date. It shall insert in the charter-party a clause requiring the captain to inform the recipient body at least 72 hours in advance of the probable date of arrival of the vessel in port.

In the case of delivery 'free-at-frontier', the Community shall without delay inform the recipient body of the date of arrival of the goods at the port of discharge and shall in any case make known at least 10 clear days in advance the estimated date of arrival at the frontier point.

Article 6

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

The recipient body shall appoint a receiving agent for each place of delivery, whose name and address it shall make known to the Community before implementation of the Agreement.

Article 7

On delivery of the goods the recipient body or its receiving agent referred to in Article 6 shall hand to the Community's agent referred to in the same Article a certificate of acceptance for the quantities involved.

Information on the signing of the Agreement between the European Economic Community and the United Nations Children's Fund (UNICEF) on the supply of food aid

The Agreement between the European Economic Community and UNICEF on the supply of cereals as food aid, which the Council decided to conclude on 2 December 1974, was signed in Brussels on 9 December 1974, on behalf of the Council of the European Communities by:

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

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

and on behalf of the United Nations Children's Fund (UNICEF) by:

Mr Gordon Carter, Director of the United Nations Children's Fund (UNICEF) in Europe.

COUNCIL DECISION

of 17 December 1974

on the conclusion of the Agreement between the European Economic Community and the Office of the United Nations Disaster Relief Coordinator (UNDRO) on the supply of skimmed-milk powder as emergency food aid for the disaster victims in Honduras

(75/82/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the recommendation from the Commission;

Whereas, by Regulation (EEC) No 2480/74 ⁽¹⁾, the Council decided to make available to the Office of the United Nations Disaster Relief Coordinator (UNDRO), 90 metric tons of skimmed-milk powder as emergency food aid for the disaster victims in Honduras,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Office of the United Nations Disaster Relief Coordinator (UNDRO) on the supply of skimmed-milk powder as emergency food aid for the disaster victims in Honduras is hereby concluded on behalf of the Community.

The text of the Agreement is annexed to this Decision.

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 1974.

*For the Council**The President*

M. DURAFOUR

⁽¹⁾ OJ No L 265, 2. 10. 1974, p. 1.

AGREEMENT

between the European Economic Community and the Office of the United Nations Disaster Relief Coordinator (UNDRO) on the supply of skimmed-milk powder as emergency food aid for the disaster victims in Honduras

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE OFFICE OF THE UNITED NATIONS DISASTER RELIEF COORDINATOR (UNDRO),

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 OFFICE OF THE UNITED NATIONS DISASTER RELIEF COORDINATOR (UNDRO):

WHO HAVE AGREED AS FOLLOWS:

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply as gift to the Office of the United Nations Disaster Relief Coordinator (UNDRO), hereinafter referred to as the 'recipient body', 90 metric tons of skimmed-milk powder for the disaster victims in Honduras.

The quality and packing of the product are specified in Annex I, which forms an integral part of this Agreement.

Article II

Deliveries shall be made franco European airport in accordance with the arrangements set out in Annex II, which forms an integral part of this Agreement.

Article III

The recipient body undertakes to make all necessary arrangements for the transport and insurance of the product from the airport of despatch to the place of destination.

Article IV

The recipient body undertakes to obtain from the Government of the Republic of Honduras the assurance that:

- (a) the product delivered will be distributed free of charge to the people in need as a result of the disaster;
- (b) it will be distributed by the national and international bodies currently responsible for local relief operations.

It also undertakes to supervise distribution, through its representatives in Honduras in cooperation with the distributing bodies.

Article V

The recipient body undertakes to inform the Community of the mode of implementation of this Agreement as soon as possible after the completion of the operation.

Article VI

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

Article VII

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

ANNEX I

SKIMMED-MILK POWDER

Quality and packaging requirements

I. *Quality requirements*

(a) fat content:	not exceeding 1.5 %
(b) water content:	not exceeding 4.0 %
(c) total acidity (lactic acid):	not exceeding 0.15 % (18° Dornic)
(d) test for neutralizing agents:	negative
(e) permitted additives:	none
(f) test for phosphatase:	negative
(g) solubility:	not exceeding 0.5 ml (not less than 99 %)
(h) degree of purity:	not less than disc B (15.0 mg)
(i) germ content:	not exceeding 50 000 per g
(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. *Packing*

(a) Composition:

one 'Kraft' paper bag of a strength representing at least 70 g/m²;
 one 'Kraft' paper bag with a polyethylene layer of a strength representing at least 80 g + 15 g/m²;
 three 'Kraft' paper bags of a strength representing at least 70 g/m²;
 one polyethylene inner bag at least 0.06 mm thick, welded or double-bound.

(b) Marking on the packing (in Spanish):

LECHE DESCREMADA EN POLVO DONATIVO DE LA COMUNIDAD ECONOMICA EUROPEA A LA REPUBLICA DE HONDURAS ACCION DE LA OFICINA DEL COORDINADOR DE LAS NACIONES UNIDAS PARA LOS SOCORROS EN CASE DE CATASTROFE (UNDRO).

ANNEX II

Procedures for delivery and receipt

Article 1

Delivery shall be effected and all risk shall pass from the Community to the recipient body at the moment at which the goods actually arrive at the specified European airport.

The recipient body shall bear all costs for taking delivery of the goods, any loading costs and all other costs subsequent to delivery.

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

Article 2

The place and date of delivery shall be fixed by mutual agreement between the Community and the recipient body.

The recipient body 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.

*Article 4**Article 3*

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

On delivery of the goods the recipient body shall hand to the authorized agent of the Community a certificate of receipt which shall set out the place and date of receipt, the nature and the quantity of the goods received, together with any comments on the quality of those 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 Office of the United Nations Disaster Relief Coordinator (UNDRO) on the supply of food aid

The Agreement between the European Economic Community and UNDRO on the supply of skimmed-milk powder as emergency food aid for the disaster victims in Honduras, which the Council decided to conclude on 17 December 1974, was signed in Brussels on 18 December 1974, on behalf of the Council of the European Communities by:

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

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

and on behalf of the Office of the United Nations Disaster Relief Coordinator (UNDRO) by:

Mr Faruk Berkol, United Nations Disaster Relief Coordinator.

COUNCIL DECISION

of 17 December 1974

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

(75/83/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 the European Economic Community has concluded the 1971 Food Aid Convention;

Whereas by its letter of 12 December 1973, the Islamic Republic of Mauritania has requested food aid;

Whereas in view of the cereal supply situation in that country the latter should be accorded, under the Community food-aid programme for 1973/74, and by way of gift, 8 000 metric tons of common wheat and 2 000 metric tons of maize,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Islamic Republic of Mauritania on the supply of common wheat and maize as food aid is hereby concluded on behalf of the Community.

The text of the Agreement is annexed to this Decision.

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 1974.

*For the Council**The President*

M. DURAFOUR

AGREEMENT

between the European Economic Community and the Islamic Republic of Mauritania
on the supply of common wheat and maize as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF MAURITANIA,

of the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF MAURITANIA:

WHO HAVE AGREED AS FOLLOWS:

Article I

As part of its food-aid programme (cereals) for 1973/74, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Islamic Republic of Mauritania, hereinafter referred to as the 'country of destination', by way of gift, with 8 000 metric tons of common wheat and 2 000 metric tons of maize.

Article II

Deliveries will be made in new jute sacks of a net weight of 50 kg each, cif port of unloading in the country of destination.

Article III

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

Article IV

The country of destination undertakes to make all necessary arrangements for the transport and insurance of the products from the cif stage to places of destination.

Article V

The country of destination undertakes to use the consumption and to distribute them free to people in consumption and to distribute them free to people in need.

Article VI

The Community shall grant the country of destination a lump-sum contribution for the costs of forwarding the products from the cif stage to the places of destination.

This contribution shall amount to 50 units of account per metric ton of delivered product.

The Community undertakes to pay this contribution as soon as possible after receipt by the Commission of the European Communities of the certificate referred to in Article 6 of the Annex.

Article VII

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end they shall take any

measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies.

Article VIII

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

- the re-export of the products 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 IX

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, every three months until the amounts received as aid have been fully used, with the following information: quantities distributed, number and description of the recipients, place and manner of distribution.

Article X

The country of destination shall take all necessary measures to enable the persons duly authorized by the Community to observe on-the-spot the operations involved in the implementation of this Agreement.

Article XI

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

Article XII

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

Procedures for delivery and receipt

Article 1

Delivery shall be effected and all ~~ris~~ 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 bear all costs subsequent to delivery of the goods, including the costs of discharge (such as breaking bulk, hoisting, taking delivery) as well as any lighterage costs.

Any demurrage or despatch 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 cargo, an allowance of 5 % less than the quantity laid down under Article I of the Agreement shall be 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 nominate a receiving agent in each port of discharge, whose name and address it shall make known to the Community before the Agreement is implemented.

Article 6

On delivery of the goods the country of destination shall hand to the authorized agent of the Community a certificate of receipt, which shall set out the place and date of receipt, the nature and the quantity of the goods received, together with any comments on the quality of those 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 Islamic Republic of Mauritania on the supply of food aid

The Agreement between the European Economic Community and Mauritania on the supply of common wheat and maize as food aid, which the Council decided to conclude on 17 December 1974, was signed in Brussels on 18 December 1974, on behalf of the Council of the European Communities by:

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

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

and on behalf of the Islamic Republic of Mauritania by:

Mr Ely Ould Allaf, Ambassador, Representative of the Government of Mauritania to the European Economic Community.

COMMISSION

SIXTH COMMISSION DIRECTIVE

of 20 December 1974

establishing Community methods of analysis for the official control of feedingstuffs

(75/84/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community;

Having regard to the Council Directive of 20 July 1970 ⁽¹⁾ on the introduction of Community methods of sampling and analysis for the official control of feedingstuffs, as last amended by the Act ⁽²⁾ annexed to the Treaty ⁽³⁾ concerning the accession of new Member States to the European Economic Community and to the European Atomic Energy Community, and in particular Article 2 thereof;

Whereas that Directive requires that official controls of feedingstuffs be carried out using Community methods of sampling and analysis for the purpose of checking compliance with requirements arising under the provisions laid down by law, regulation or administrative action concerning the quality and composition of feedingstuffs;

Whereas Commission Directives No 71/250/EEC of 15 June 1971 ⁽⁴⁾, No 71/393/EEC of 18 November 1971 ⁽⁵⁾, No 72/199/EEC of 27 April 1972 ⁽⁶⁾, No 73/46/EEC of 5 December 1972 ⁽⁷⁾ and No 74/203/EEC of 25 March 1974 ⁽⁸⁾ have already established a number of Community methods of analysis; whereas the progress of work since then makes it advisable to adopt a sixth set of methods;

⁽¹⁾ OJ No L 170, 3. 8. 1970, p. 2.

⁽²⁾ OJ No L 73, 27. 3. 1972, p. 14.

⁽³⁾ OJ No L 73, 27. 3. 1972, p. 5.

⁽⁴⁾ OJ No L 155, 12. 7. 1971, p. 13.

⁽⁵⁾ OJ No L 279, 20. 12. 1971, p. 7.

⁽⁶⁾ OJ No L 123, 29. 5. 1972, p. 6.

⁽⁷⁾ OJ No L 83, 30. 3. 1973, p. 21.

⁽⁸⁾ OJ No L 108, 22. 4. 1974, p. 7.

Whereas the measures provided for in this Directive are in accordance with the Opinion of the Standing Committee for Feedingstuffs,

HAS ADOPTED THIS DIRECTIVE:

Article 1

The Member States shall require that analyses for official controls of feedingstuffs as regards their content of buquinolate, sulphaquinoxaline and furazolidone be carried out in accordance with the methods described in the Annex to this Directive.

The general provisions set out in Part 1 (Introduction) of the Annex to the first Commission Directive No 71/250/EEC of 15 June 1971, with the exception of the part dealing with preparation of the sample to be analysed, shall be applicable to the methods described in the Annex to this Directive.

Article 2

The Member States shall not later than 1 November 1975 bring into force the laws, regulations or administrative provisions necessary to comply with this Directive. They shall forthwith notify the Commission thereof.

Article 3

This Directive is addressed to the Member States.

Done at Brussels, 20 December 1974.

For the Commission

The President

François-Xavier ORTOLI

ANNEX

1. DETERMINATION OF BUQUINOLATE

(ethyl-4-hydroxy-6,7-diisobutoxy-3-quinoline carboxylate)

1. Purpose and scope

The method makes it possible to determine the quantity of buquinolate in feedingstuffs, concentrates and premixes. The lower limit of determination is 10 ppm. Decoquinolate interferes in the determination.

2. Principle

The sample is extracted with chloroform: The extract is evaporated to dryness, the residue is dissolved in chloroform and the solution is then subjected to thin-layer chromatography. The buquinolate is eluted with ethanol and determined spectrophotofluoremetrically by comparison with standard solutions.

3. Reagents

- 3.1. Chloroform a.p.
- 3.2. 96 % (V/V) ethanol a.p.
- 3.3. Mixture of chloroform and ethanol: mix 10 volumes of chloroform (3.1) with one volume of ethanol (3.2).
- 3.4. 80 % (V/V) ethanol a.p.
- 3.5. Silica gel G for thin-layer chromatography.
- 3.6. Standard substance: pure buquinolate.
- 3.7. Standard solutions:
 - 3.7.1. Standard solution of 0.2 mg of buquinolate per ml: Weigh out 50 mg, to within 0.1 mg, of standard substance (3.6). Dissolve in chloroform (3.1) in a 250 ml volumetric flask by warming in a water-bath at 50° C. Leave to cool to room temperature, make up the volume with chloroform (3.1) and mix.
 - 3.7.2. Working standard solutions: Transfer 5, 10, 15, 20 and 25 ml aliquots of the solution (3.7.1) into 25 ml volumetric flasks. Make up the volume with chloroform (3.1) and mix. Prepare immediately before use. These solutions contain respectively 0.04, 0.08, 0.12, 0.16 and 0.20 mg of buquinolate per ml.

4. Apparatus

- 4.1. 50 and 250 ml conical flasks, with ground-glass stoppers.
- 4.2. Shaker.
- 4.3. Centrifuge, with 15 ml tubes with ground-glass stoppers.
- 4.4. Water bath at 50° C.
- 4.5. Equipment for thin-layer chromatography.
- 4.6. Glass-plates for thin-layer chromatography, 200 × 200 mm, treated as follows. Spread on the plates a uniform layer 0.5 mm thick of silica gel G (3.5) and leave to dry in the air for 15 minutes. Keep the plates in the drying oven (4.11) for two hours and transfer into a dessicator containing dehydrating silica gel. Ready-made plates are suitable if they give results similar to those for the plates treated as indicated above.
- 4.7. 0.50 ml micropipettes.
- 4.8. Zone collector for thin-layer chromatography.

- 4.9. Short-wavelength ultraviolet lamp.
- 4.10. Spectrophotofluorimeter fitted with a xenon lamp, and two monochromators.
- 4.11. Drying oven equipped with a fan and regulated to 100° C.
- 4.12. Rotary vacuum evaporator, with 250 ml flask.

5. Procedure

5.1. Preparation of the sample

Grind the sample so that the whole of it will pass through a sieve with a 1 mm mesh (in accordance with recommendation ISO R 565).

5.2. Extraction

Weigh out, to within 1 mg, a quantity of the finely divided and homogeneous sample containing about 1.25 mg of buquinolate. Place the test portion in a 250 ml conical flask (4.1) and add 100 ml of chloroform (3.1). Mix, stopper the flask, and shake for one hour using the shaker (4.2). Decant, filter and discard the first millilitres of the filtrate.

Transfer 80 ml of the clear filtrate into a 150 ml beaker, or into a 250 ml flask fitted to the rotary evaporator (4.12). Evaporate nearly to dryness on a water-bath (4.4), dissolve the oily residue, using repeatedly a few millilitres of chloroform (3.1) and transfer quantitatively the liquids into a 10 ml volumetric flask, using a funnel with a thin stem. Make up the volume with chloroform (3.1) and mix. If the solution is not clear, centrifuge for three minutes at 3 000 rpm using a stoppered tube.

5.3. Thin-layer chromatography

Using a micropipette (4.7), deposit *in spots* on a plate for thin layer chromatography (4.6), at intervals of 2 cm, volumes of 0.25 ml of the extract obtained in 5.2 and of the five working standard solutions (3.7.2).

Develop the chromatogram with chloroform (3.1) until the solvent front has practically reached the upper edge of the plate, then dry with the aid of a current of air. Develop with the chloroform-ethanol mixture (3.3) until the solvent front has travelled about 12 cm. Let the solvents evaporate. Expose the chromatogram to ultraviolet light (4.9) and using a needle, mark the boundary of the stain of buquinolate spot (R_f -value 0.4 to 0.6).

5.4. Elution

Collect the silica gel from each marked zone, using a zone collector (4.8), and place in centrifuge tubes. Add to each tube 10 ml of ethanol (3.4), shake for 20 minutes, then centrifuge for five minutes at 3 000 rpm. Decant the clear solutions into 50 ml conical flasks (4.1).

5.5. Measurement of fluorescence

Set the scale of the spectrophotofluorimeter (4.10) at 100 with the aid of the eluate from the most concentrated standard solution, using the excitation wavelength between 200 and 280 nm that gives the most intense fluorescence and an emission wavelength of 375 nm.

Under these conditions, measure the fluorescence of the other eluates (5.4). From the values obtained, determine the quantity (A) of buquinolate in mg in the 10 ml of eluate from the sample.

6. Calculation of results

The buquinolate content in mg per kg of sample is given by the formula

$$\frac{A}{P} \cdot 50\,000$$

in which:

A = quantity in mg of buquinolate determined by spectrofluorometric measurement.

P = weight of test portion in grammes.

7. Repeatability

The difference between the results of two parallel determinations carried out on the same sample must not exceed:

- 50 % relative to the higher result for buquinolate contents between 10 and 20 ppm;
- 10 ppm in absolute value for contents between 20 and 100 ppm;
- 10 % relative to the higher result for contents between 100 and 5 000 ppm;
- 500 ppm in absolute value for contents between 5 000 and 10 000 ppm;
- 5 % relative to the higher result for contents above 10 000 ppm.

2. DETERMINATION OF SULPHAQUINOXALINE

[(2-4-aminobenzenesulphonamido) quinoxaline/

1. Purpose and scope

The method makes it possible to determine the quantity of sulphaquinoxaline in feeding-stuffs, concentrates and premixes. The lower limit of determination is 20 ppm. Other sulphonamides and arsanilic acid interfere with the determination.

2. Principle

The sample is extracted with dimethylformamide and chloroform. The sulphaquinoxaline is hydrolyzed in alkaline medium. After neutralization, the amino derivative formed is diazotized and coupled with N-2-aminoethyl-1-naphthylamine. The optical density of the solution is measured at 545 nm.

3. Reagents

- 3.1. N,N-dimethylformamide a.p.
- 3.2. Chloroform a.p.
- 3.3. Ethanol absolute.
- 3.4. Alkaline brine: Dissolve 10 g sodium hydroxide a.p. and 25 g sodium chloride a.p. in water. Make up to 500 ml with water and mix.
- 3.5. Concentrated hydrochloric acid a.p., $d = 1.18$.
- 3.6. 0.1 % (m/V) sodium nitrite solution: Dissolve 100 mg sodium nitrite a.p. in water, make up to 100 ml with water and mix. Prepare immediately before use.
- 3.7. 0.5 % (m/V) ammonium sulphamate solution: Dissolve 500 mg ammonium sulphamate a.p. in water, make up to 100 ml with water and mix. Prepare immediately before use.
- 3.8. 0.1 % (m/V) N-2-aminoethyl-1-naphthylamine dihydrochloride solution: Dissolve 100 mg of N-2-aminoethyl-1-naphthylamine dihydrochloride a.p. in 0.1 % (V/V) hydrochloric acid a.p.; make up to 100 ml with the same acid and mix. Prepare immediately before use.
- 3.9. Standard substance: pure sulphaquinoxaline.
- 3.10. Standard solution: Weigh out 250 mg, to within 0.1 mg, of standard substance (3.9). Dissolve in 50 ml sodium hydroxide solution (25 ml 0.1 N sodium hydroxide a.p. solution + 25 ml water), make up to 500 ml with water and mix. Dilute 5 ml to 100 ml with water. 1 ml of this solution contains 25 μ g of sulphaquinoxaline.

4. Apparatus

- 4.1. 250 ml conical flasks, with ground-glass stoppers.
- 4.2. Shaker.
- 4.3. Sintered glass funnel, porosity 3, 80 mm diameter, with filter flask.
- 4.4. 250 ml separating funnels.

- 4.5. 50, 100, 250 and 500 ml volumetric flasks.
- 4.6. Test tubes, 150 mm × 25 mm.
- 4.7. Steam bath.
- 4.8. Spectrophotometer, with 20 mm cells.

5. Procedure

5.1. Preparation of the sample

Grind the sample so that the whole of it will pass through a sieve with 1 mm mesh (in accordance with recommendation ISO R 565).

5.2. Extraction

Weigh out, to within 1 mg, a quantity of the finely divided and homogeneous sample containing between 0.25 and 1.25 mg of sulphaquinoxaline. Place the test portion in a 250 ml conical flask (4.1) and add 20 ml N,N-dimethylformamide (3.1). Mix and heat the flask on the steam bath (4.7) for 20 minutes. Leave to cool under a stream of cold water. Add 60 ml of chloroform (3.2), stopper the flask and shake for 30 minutes with the aid of a shaker (4.2).

Filter the liquid through a sintered funnel (4.3) under mild suction. Rinse the filter flask with four 5 ml portions of chloroform (3.2) and pass the rinsings through the funnel. Transfer the filtrate to a separating funnel (4.4), rinse the filter flask with about 15 ml chloroform (3.2) and transfer the rinsings to the separating funnel.

5.3. Hydrolysis

Add to the separating funnel 50 ml of alkaline brine (3.4) and 5 ml ethanol (3.3). Thoroughly mix the layers avoiding emulsion formation, either by slow inversion of the funnel about 20 times or by rotating it about the horizontal axis of the stem and the stopper. Allow the layers to separate (separation is usually complete in about 15 minutes).

Transfer the upper layer (aqueous layer) to a 250 ml volumetric flask (4.5). Repeat the extraction of the chloroform layer with three further 50 ml portions of alkaline brine (3.4), adding each aqueous extract to the contents of the volumetric flask. Make up the volume with water and mix.

Transfer 25 ml of the solution to a 50 ml volumetric flask (4.5), add 5 ml hydrochloric acid (3.5), make up the volume with water and mix. Filter if necessary, discarding the first 15 ml of filtrate. Transfer 10 ml aliquots of the solution to two test tubes (4.6), A and B.

5.4. Development of colour, and measurement of the optical density

To each tube add 2 ml of sodium nitrite solution (3.6), mix and leave to stand for three minutes. Add 2 ml of ammonium sulphamate solution (3.7), mix and leave to stand for two minutes. Add 1 ml of N-2-aminoethyl-1-naphthylamine dihydrochloride solution (3.8) to tube A and 1 ml water to tube B. Mix thoroughly the contents of each tube. By means of a water pump apply a slight vacuum to the tubes through rubber connections in order to remove dissolved nitrogen.

After 10 minutes measure the optical densities E_A and E_B of the solutions with the spectrophotometer (4.8) at 545 nm using water as blank. From the value $E_A - E_B$ determine the amount (A) of sulphaquinoxaline present in the sample solution by reference to a previously prepared calibration curve (5.5).

5.5. Calibration curve

Transfer into a series of 100 ml volumetric flasks (4.5) volumes of 2, 4, 6, 8 and 10 ml of the standard solution (3.10) corresponding to 50, 100, 150, 200 and 250 micrograms of sulphaquinoxaline. Add 8 ml hydrochloric acid (3.5) to each flask, make up the volume with water and mix.

Pipette 10 ml of each solution (equivalent to 5, 10, 15, 20 and 25 microgrammes sulphaquinoxaline) into test tubes (4.6). Develop the colour reaction as indicated under point 5.4, first paragraph. Measure the optical densities at 545 nm using water as blank. Trace the calibration curve, using the optical density values as ordinates and the corresponding quantities of sulphaquinoxaline in microgrammes as abscissae.

6. Calculation of results

The sulphaquinoxaline content in mg per kg of sample is given by the formula

$$\frac{A}{P} \cdot 50$$

in which:

A = quantity of sulphaquinoxaline in microgrammes as determined by photometric measurement.

P = weight of test portion in grammes.

7. Repeatability

The difference between the results of two parallel determinations carried out on the same sample must not exceed:

10 ppm in absolute value for sulphaquinoxaline contents between 20 and 100 ppm;

10 % relative to the higher result for contents between 100 and 5 000 ppm;

500 ppm in absolute value for contents between 5 000 and 10 000 ppm;

5 % relative to the higher result for contents above 10 000 ppm.

3. DETERMINATION OF FURAZOLIDONE

[(3-(5-nitrofurfurylideneamino)-oxazolidin-2-one)]

1. Purpose and scope

The method makes it possible to determine the quantity of furazolidone in feedingstuffs, concentrates and premixes. The lower limit of determination is 10 ppm.

2. Principle

The furazolidone is extracted with acetone, after a preliminary extraction of the sample with light petroleum to remove fat. The extract is purified by chromatography on a column of aluminium oxide and the furazolidone is eluted with acetone. The acetone eluate is evaporated to dryness and the residue dissolved in pentanol. Furazolidone is then extracted from the pentanol with aqueous urea solution and the optical density of the extract is measured at 375 nm.

3. Reagents

3.1. Acetone a.p.

3.2. Aluminium oxide for chromatography, neutral, 100 to 240 mesh, prepared as follows: stir 500 g of the aluminium oxide with one litre of hot distilled water and decant the supernatant liquid. Repeat this procedure twice, and finally filter using a Buchner funnel. Dry the aluminium oxide at 105° C to constant weight.

3.3. Pentyl acetate a.p.

3.4. Pentanol a.p. (material containing mixed isomers is acceptable).

3.5. Light petroleum, boiling range 40 to 60° C.

3.6. Urea solution. Mix 90 g of urea a.p. with 100 ml of water, warm gently to ensure complete solution.

3.7. Standard substance: pure furazolidone.

3.8. Standard solution: Weigh out to within 0.1 mg, 25 mg of standard substance (3.7), dissolve in acetone (3.1) in a 250 ml volumetric flask (4.1), make up to the volume with acetone (3.1) and mix. 1 ml of this solution contains 100 µg of furazolidone.

4. Apparatus

4.1. Amberglass 100 and 250 ml volumetric flasks.

4.2. Amberglass 100 ml separating funnels.

- 4.3. Suitable extraction apparatus, e.g. Soxhlet or Twisselmann.
- 4.4. Extraction thimbles, 25×80 mm or 28×100 mm.
- 4.5. Glass tubes for chromatography, internal diameter: 10 mm, length 300 mm.
- 4.6. Steam bath.
- 4.7. Spectrophotometer with 10 mm cells.

5. Procedure

N.B. All procedures should be carried out in subdued light.

5.1. Preparation of the sample

Grind the sample so that the whole of it will pass through a sieve with a 1 mm mesh (in accordance with recommendation ISO R 565).

5.2. Extraction

Weigh out to within 1 mg, 5 to 20 g of the finely divided and homogeneous sample (containing not more than 1 mg of furazolidone) into an extraction thimble (4.4) and transfer it to the extraction apparatus (4.3). Extract with light petroleum (3.5), ensuring, in the case of a Soxhlet apparatus, 13 to 17 cycles of solvent; if other extractors are used, allow not less than 30 minutes for this stage. Remove the thimble from the apparatus, drain off the residual solvent and dry the thimble and the extracted feed in a current of warm air.

Place the dried thimble and contents in a clean extraction apparatus and extract with acetone (3.1), allowing at least 25 cycles of solvent when using a Soxhlet apparatus. The exact conditions for achieving complete extraction with any particular apparatus should be predetermined. Evaporate the acetone extract to a volume of 5 to 10 ml on the steam bath (4.6), and cool to room temperature.

5.3. Chromatography

Insert a plug of glass wool into the lower end of a chromatography tube (4.5) and poke it down with a suitable rod to a thickness of 2 to 3 mm. Prepare a slurry of aluminium oxide (3.2) with acetone (3.1), pour into the tube and allow to settle. The prepared column should be about 200 mm in height. Allow the acetone layer to drain down to the top of the column.

Transfer the acetone extract obtained in 5.2 from the flask to the column, rinse the flask several times with acetone (3.1) and transfer the liquid onto the column. Place a suitable flask under the column and elute the furazolidone with acetone (3.1); the total volume of acetone used, including that used for rinsing, should be about 150 ml.

5.4. Extraction and measurement of the optical density

Evaporate the acetone eluate (5.3) just to dryness on a steam bath (4.6). (On occasions a small quantity of diacetone alcohol, produced by condensation of acetone on the aluminium oxide may be left but this will not interfere with the subsequent extractions.) Dissolve the residue in 10 ml pentanol (3.4) and transfer the solution to a separating funnel (4.2). Repeat the process using 10 ml pentyl acetate (3.3) as a rinse liquid. Finally rinse the vessel which contained the extract residue with 10 ml of urea solution (3.6), add this to the separating funnel and shake fairly vigorously for two minutes.

Allow the phases to separate for a period of three to four minutes before transferring the aqueous extract to a 100 ml volumetric flask (4.1). Repeat the rinsing and extraction stages with four further 10 ml aliquots of urea solution (3.6) and transfer the aqueous extracts to the volumetric flask. Dilute the contents of the volumetric flask to 100 ml with urea solution (3.6) and mix. Measure the optical density of the solution in the spectrophotometer (4.7) at 375 nm against urea solution (3.6) in the reference cell. Determine the quantity of furazolidone by referring to the calibration curve (5.5).

5.5. Calibration curve

Prepare four chromatographic columns as described in 5.3, first paragraph. Pipette into separate columns volumes of 2.5, 5, 7.5 and 10 ml respectively of the standard solution (3.8). Wash each of the four columns with 150 ml acetone (3.1) and

continue as in paragraph 5.4. Plot the calibration curve, using the optical density values as ordinates and the corresponding quantities of furazolidone in μg as abscissae.

6. Calculation of results

The furazolidone content in mg per kg is given by the formula

$$\frac{A}{P}$$

in which:

A = quantity of furazolidone in microgrammes as determined by photometric measurement.

P = weight of test portion in grammes.

7. Repeatability

The difference between the results of two parallel determinations carried out on the same sample must not exceed:

50 % relative to the higher result for furazolidone contents between 10 and 20 ppm;

10 ppm in absolute value for contents between 20 and 100 ppm;

10 % relative to the higher result for contents between 100 and 5 000 ppm;

500 ppm in absolute value for contents between 5 000 and 10 000 ppm;

5 % relative to the higher result for contents above 10 000 ppm.

COMMISSION DECISION

of 30 December 1974

extending for the Republic of France in respect of a certain number of varieties the period after which seeds and propagating material of varieties of agricultural plant species are no longer subject to any marketing restrictions relating to variety

(75/85/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

HAS ADOPTED THIS DECISION:

Article 1

Having regard to the Treaty establishing the European Economic Community;

Having regard to Council Directive No 70/457/EEC⁽¹⁾ of 29 September 1970 on the common catalogue of varieties of agricultural plant species, as last amended by the Council Directive of 11 December 1973⁽²⁾, and in particular Article 15 (7) thereof;

Whereas, in accordance with the provisions of Articles 15 (1) and 16 of the abovementioned Directive, seeds and propagating material of these varieties of agricultural species, which have been officially approved before 1 January 1973 in at least one of the original Member States and which also fulfill the conditions laid down in the said Directive, are with effect from 31 December 1974 no longer subject to any marketing restrictions relating to variety within the territory of the Community as originally constituted;

Whereas, Article 15 (2) of the abovementioned Directive however provides that a Member State may be authorized to prohibit the marketing of seeds and propagating material of certain varieties;

Whereas the Republic of France has requested by letter of 30 August 1974 such authorization for a certain number of these varieties;

Whereas this request is now being carefully examined by the Commission; whereas it is not possible to complete examination of all the varieties which are the subject of the request before expiry of the period in question;

Whereas it consequently seems desirable to extend, for the Republic of France, the period in question for an appropriate time to permit a full examination of the request;

Whereas the measures provided for in this Decision are in accordance with the Opinion of the Standing Committee on Seeds and Propagating Material for Agriculture, Horticulture and Forestry,

The period provided for in Article 15 (1) of Directive No 70/457/EEC, after whose expiry seeds and propagating material of varieties of agricultural plant species are no longer subject to any marketing restrictions relating to variety within the territory of the Community as originally constituted, shall be extended for the Republic of France beyond 31 December 1974 until 30 June 1975 in respect of the following varieties:

I. FODDER BEET

Groeningia
Poly Groeningia

II. FODDER PLANT**1. Dactylis glomerata**

Dactimo
Dagoma
Dorise
Holstenkamp
Iris
Karo
Lemba R.v.P.
Luna Roskilde
Mullus Pajbjerg
N.F.G.
Unke Pajbjerg

2. Festuca pratensis Huds.

Bergamo
Enbela
Fiola
Garanta
Largo
Merbeen R.v.P.
N.F.G.
Wendelmoed
Winge Pajbjerg

⁽¹⁾ OJ No L 225, 12. 10. 1970, p. 1.

⁽²⁾ OJ No L 356, 27. 12. 1973, p. 79.

3. Festuca rubra L.

Echo-Daehnfeldt ⁽¹⁾
 Liebenziger ⁽¹⁾
 N.F.G. Theodor Roemer ⁽¹⁾
 Roland 21 ⁽¹⁾

4. Lolium multiflorum Lam.**a) *alternativum***

Aubade ⁽²⁾
 Eclata
 L 17 Asso
 Million
 Molto
 N.F.G.
 Terli ⁽²⁾
 Westerwolds Raaigras Landras
 Woldi

b) *non alternativum*

Hesa
 Lemtal R.v.P.
 Niederrheinisches Welsches Weidelgras
 Remy
 Ostsaat-Landsberg

5. Lolium perenne L.

Combi
 Compas ⁽¹⁾
 Semperweide

6. Phleum pratense L.

Eskimo ⁽²⁾
 Heidemij
 Intenso
 Jacoba
 King ⁽¹⁾
 Landsberger
 Lofar
 Olympia ⁽¹⁾
 Timo ⁽¹⁾

7. Medicago sativa L.

Alfranken Schmidt-Steinbach ⁽²⁾
 Ascolana
 Boreal ⁽²⁾
 Cardinal ⁽²⁾
 Charta ⁽²⁾
 Emiliana
 Flamande Flandria ⁽²⁾
 Francks Langmeiler ⁽²⁾
 Friulana di Premariacco

Ginette ⁽²⁾

Isis Daehnfeldt ⁽²⁾

Marchigiana

Maremmiana

Polesana

Romagnola

Sabina

Toscana

Umbra

Vogherese

von Arnim's Altdeutsche Bastardluzerne ⁽²⁾

8. Trifolium pratense L.

Attila ⁽²⁾

Bolognino

Cremonese

Delle Venezie

Dell'Italia centrale

Heges Hohenheimer ⁽²⁾

Isella

L 69 Valente

L 148/30 Longevo

Lero ⁽²⁾

N.F.G. Mekra ⁽²⁾

Niederrheinischer Rotklee Remy ⁽²⁾

Oberhaunstädter Violettsamiger ⁽²⁾

Odenwälder Rotklee ⁽²⁾

Ostsaat-Treu ⁽²⁾

Piemontese

Robina ⁽²⁾

Teroba

Titus 71 ⁽²⁾

Weiristenta

9. Trifolium repens L.

Fries Groninger

Ladino gigante Lodigiano

Von Kamekes

10. Vicia faba L. minor

Minor

III. OIL AND FIBRE PLANS**1. Brassica napus L. oleifera**

Akela

Annick

David

Janetzkis Weihenstephaner ⁽²⁾

Petra

Rapol

2. *Sinapis alba* L.

Dr. Francks Hohenheimer Gelb ⁽²⁾
 Dr. von Schneider's Steinacher Weißer Senf ⁽²⁾

Attila

Cervino W

Cise 2 × 3

Cise 780

Cise × 6

Dekalb Brach 1

Dekalb XL 71

Dekalb XL 707

Dekalb XL 805

Ercole

Ercole H

Funk's G 44

Funk's G Start

Indiana 750 A

Insubria 640

Marano

Mielmaïs 50

Piave W

Polesano 730

Saturno TV 37 G

Saturno TV 37 R

Sivam 700

Sivam 800

Sugar 078

IV. CEREAL

1. *Avena sativa* L.

Argentina

Delphin

Flämingssilber

Marino

2. *Hordeum distichum* L.

Zephyr

3. *Hordeum polystichum* L.

Ago

Dura

Hauters Wintergerste

Mädrü

Perga

Tocka

4. *Oryza sativa* L.

Balilla a grana grossa

Italpatna

5. *Triticum aestivum* L.

Caribo

Diplomat

Jufy I

Marité ⁽²⁾Palmaress ⁽²⁾6. *Triticum durum* L.

Montanari Viscardo

7. *Zea maïs* L.

Asgrow 90 B

Asgrow 153 W

Asgrow 6215 A

Asgrow ASC 95

Asgrow ATC 79

Asgrow Supercross ATC 57

V. POTATOES

Allerfrüheste Gelbe

Amaryl

Gineke

Humalda

Leo

Mirka

Article 2

This Decision is addressed to the Member States.

Done at Brussels, 30 December 1974.

For the Commission

P. J. LARDINOIS

Member of the Commission

⁽¹⁾ If destined for fodder.

⁽²⁾ If not destined for marketing in another country.

COMMISSION DECISION

of 30 December 1974

extending for the Federal Republic of Germany in respect of a certain number of varieties the period after which seeds and propagating material of varieties of agricultural plant species are no longer subject to any marketing restrictions relating to variety

(75/86/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community;

Having regard to Council Directive No 70/457/EEC ⁽¹⁾ of 29 September 1970 on the common catalogue of varieties of agricultural plant species, as last amended by the Council Directive of 11 December 1973 ⁽²⁾, and in particular Article 15 (7) thereof;

Whereas, in accordance with the provisions of Articles 15 (1) and 16 of the abovementioned Directive, seeds and propagating material of these varieties of agricultural species, which have been officially approved before 1 January 1973 in at least one of the original Member States and which also fulfill the conditions laid down in the said Directive, are with effect from 31 December 1974 no longer subject to any marketing restrictions relating to variety within the territory of the Community as originally constituted;

Whereas, Article 15 (2) of the abovementioned Directive however provides that a Member State may be authorized to prohibit the marketing of seeds and propagating material of certain varieties;

Whereas the Federal Republic of Germany has requested by letter of 18 December 1974 such authorization for a certain number of these varieties;

Whereas this request is now being carefully examined by the Commission; whereas it is not possible to complete examination of all the varieties which are the subject of the request before expiry of the period in question;

Whereas it consequently seems desirable to extend, for the Federal Republic of Germany, the period in question for an appropriate time to permit a full examination of the request;

Whereas the measures provided for in this Decision are in accordance with the Opinion of the Standing Committee on Seeds and Propagating Material for Agriculture, Horticulture and Forestry,

HAS ADOPTED THIS DECISION:

Article 1

The period provided for in Article 15 (1) of Directive No 70/457/EEC, after whose expiry seeds and propagating material of varieties of agricultural plant species are no longer subject to any marketing restrictions relating to variety within the territory of the Community as originally constituted, shall be extended for the Federal Republic of Germany beyond 31 December 1974 until 30 June 1975 in respect of the following varieties:

I. BEET

1. Sugar beet

Cebeta
Delitzschpoly ⁽¹⁾
Kaweaa ⁽¹⁾
Kawecercomono ⁽¹⁾
Kawecercopoly ⁽¹⁾
Kawegigapoly ⁽¹⁾
Kaweinterpoly ⁽¹⁾
Kaweprecopoly ⁽¹⁾
Kawesachamono ⁽¹⁾
Monotri (I) ⁽¹⁾
Tribel
Zwaanesse III

2. Fodder beet

Borrange ⁽¹⁾
Corona
Grevas
Markanta
Monorosa
Polymoss

II. FODDER PLANTS

1. *Dactylis glomerata* L.

Chantemille ⁽¹⁾
Dactimo
Dagoma

⁽¹⁾ OJ No L 225, 12. 10. 1970, p. 1.

⁽²⁾ OJ No L 356, 27. 12. 1973, p. 79.

2. *Festuca pratensis* Huds.

Aberystwyth S 53
 Aberystwyth S 215
 Fero Øtofte
 Festina
 Garanta
 Wendelmoed

3. *Lolium multiflorum* Lam.a) *alternativum*

Eclata

b) *non alternativum*

Fat
 Optima
 Romo
 Tedis
 Terli

4. *Lolium perenne* L.

Atempo
 Barpastra
 Bocage
 Dux Øtofte
 Hunsballe
 Lenta Pajbjerg
 Massa
 Pelo ⁽²⁾
 Raidor
 Real
 Terpas
 Viktoria Trifolium

5. *Phleum pratense* L.

Aberystwyth S 352
 Eskimo
 Intenso
 King ⁽²⁾
 Lofar
 Timo ⁽²⁾
 Topas Øtofte

6. *Poa pratensis* L.

Arina Dasas
 Norma Øtofte

7. *Medicago sativa* L.

Boreal ⁽¹⁾
 Emeraude
 Everest
 Glacier
 Hybride de Cresy
 Prima

8. *Pisum arvense* L.

Perdro

9. *Trifolium pratense* L.

Isella
 Longevo L 148/30
 Tetri
 Triel

10. *Trifolium repens* L.

Barbian
 Cultura

11. *Vicia sativa* L.

Lola
 Presta

III. OIL AND FIBRE PLANTS

1. *Brassica napus* L. esp. *oleifera* (Metzg.) Sinsk.

Blako

IV. CEREAL

1. *Avena sativa* L.

Alba
 Angelika
 Argentina
 Astra
 Ava
 Avoine d'hiver du Prieuré
 Blancheneige
 Marie Quest
 Montagnana
 Mostyn
 Ombrone
 Pendtrwm
 Peniarth
 Rogal 8

2. *Hordeum distichum* L.

Delisa
 Julia ⁽¹⁾
 Prélude
 Sultan
 Trait d'Union
 Wing
 Zephyr

3. *Hordeum polystichum*

Malta ⁽¹⁾
 Nymphé
 Leon

4. <i>Secale cereale</i> L.	Dekalb Brach 1
Dominant	Dekalb DF 58
Eldera	Dekalb DF 686
Galma	Dekalb XL 24
	Dekalb XL 38
5. <i>Triticum aestivum</i> L.	Dekalb XL 71
Cyrano ⁽¹⁾	Dekalb XL 316
Fundus ⁽¹⁾	Dekalb XL 342
	Dekalb XL 361
6. <i>Triticum durum</i> L.	Dekalb XL 363
All varieties	Dekalb XL 707
	Ercole
7. <i>Zea maïs</i> L.	Ercole H
951 J	Felsinea 650
A 728	Funk's G 20
Adour 500	Funk's G 50
Adour 560	Funk's G 77
Anjou 450	Funk's G 114 A
Anjou 500	Funk's G 4384
Anjou 510	Funk's G 4411
Apollo 125	Funk's G 4444
Apollo 133	Funk's G 4652
Apollo 136	Funk's G 18500
Asgrow 33	Funk's G 18503
Asgrow 46	Funk's G 20220
Asgrow 55	Funk's G 65430
Asgrow 66	Funk's G Best
Asgrow 72	Funk's G Fast
Asgrow 90 B	Funk's G King
Asgrow 153 W	Funk's G Lider
Asgrow 6215 A	Funks' G Lion
Asgrow AS × 58	Funk's G Lord
Asgrow ASC 95	Funk's G Max
Asgrow ATC 79	Funk's G Mondial
Attila	Funk's G President
BC 490	Funk's G Rock W
Cargill 444	Funk's G Rock W 3
Cargill 555 A	Funk's G Start
Cargill 608	Funk's G Stell
Cargill Junior 160	Funk's G Strong
Cargill Record 206	Funk's G Top
Cervino W	Funk's G Vitrocim
Cise 2 × 1	Hico 3670
Cise 2 × 3	Indiana 750 A
Cise 780	Inra 508
Cise OP 2	Inra 540
Cise X 6	Insubria 300
Ciclope	Insubria 305
Dekalb 404	Insubria 511
Dekalb 440	Insubria 521
Dekalb 666	Insubria 620
Dekalb 805	Insubria 640

Insubria 651	U 39 V 3 G
Insubria 2201	U 39 V 3 R
Jowa 4417	U 42
Kappa 600	U 42 A
Leopard	United 530
LG 19	United 550
Libon	
Marano	V. POTATOES
Marano ibrido Maliani	Ackersegen
Maya 399	Allerfrüheste Gelbe
PAG 21	Alpha
PAG 45	Avanti
PAG 52 S	Catarina
Piave W	Doré
Pioneer 137	Humalda
Pioneer 368 A	Jaerla
Pioneer 370	Ker Pondy
Pioneer 3567	Prevalent
Pioneer 3911	Primura
Polesano 730	Procura
Pride 450	Rector
Provence 480	
Saturno TV 23	
Saturno TV 37 G	
Saturno TV 37 R	
Sille W	
Supercross ATC 67	
Supercross ATC 75	
T 477	
Titano	

Article 2

This Decision is addressed to the Member States.

Done at Brussels, 30 December 1974.

For the Commission

P. J. LARDINOIS

Member of the Commission

⁽¹⁾ If destined for fodder.

⁽²⁾ If not destined for marketing in another country.

COMMISSION DECISION

of 30 December 1974

extending for the Grand Duchy of Luxembourg in respect of a certain number of varieties the period after which seeds and propagating material of varieties of agricultural plant species are no longer subject to any marketing restrictions relating to variety

(75/87/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community;

Having regard to Council Directive No 70/457/EEC ⁽¹⁾ of 29 September 1970 on the common catalogue of varieties of agricultural plant species, as last amended by the Council Directive of 11 December 1973 ⁽²⁾, and in particular Article 15 (7) thereof;

Whereas, in accordance with the provisions of Articles 15 (1) and 16 of the abovementioned Directive, seeds and propagating material of these varieties of agricultural species, which have been officially approved before 1 January 1973 in at least one of the original Member States and which also fulfill the conditions laid down in the said Directive, are with effect from 31 December 1974 no longer subject to any marketing restrictions relating to variety within the territory of the Community as originally constituted;

Whereas, Article 15 (2) of the abovementioned Directive however provides that a Member State may be authorized to prohibit the marketing of seeds and propagating material of certain varieties;

Whereas the Grand Duchy of Luxembourg has requested by letter of 17 December 1974 such authorization for a certain number of these varieties;

Whereas this request is now being carefully examined by the Commission; whereas it is not possible to complete examination of all the varieties which are the subject of the request before expiry of the period in question;

Whereas it consequently seems desirable to extend, for the Grand Duchy of Luxembourg, the period in question for an appropriate time to permit a full examination of the request;

Whereas the measures provided for in this Decision are in accordance with Opinion of the Standing Committee on Seeds and Propagating Material for Agriculture, Horticulture and Forestry,

⁽¹⁾ OJ No L 225, 12. 10. 1970, p. 1.

⁽²⁾ OJ No L 356, 27. 12. 1973, p. 79.

HAS ADOPTED THIS DECISION:

Article 1

The period provided for in Article 15 (1) of Directive No 70/457/EEC, after whose expiry seeds and propagating material of varieties of agricultural plant species are no longer subject to any marketing restrictions relating to variety within the territory of the Community as originally constituted, shall be extended for the Grand Duchy of Luxembourg beyond 31 December 1974 until 30 June 1975 in respect of the following varieties:

I. FODDER PLANTS

1. *Dactylis glomerata* L.

Germinal
N.F.G.
Taurus

2. *Festuca pratensis* Huds.

Dufa
Enbela
Festina
Largo
Wendelmoed

3. *Lolium multiflorum* Lam.

- a) *alternativum*
Eclata
- b) *non alternativum*
Amenda
Fat
Hesa
Optima
Rina
Tedis
Tetraflorum

4. *Lolium perenne* L.

Animo
Barenza ⁽¹⁾
Combi
Doublet

Hunsballe	Anjou 450
Lamora ⁽¹⁾	Anjou 500
Petra	Anjou 510
Premo	Apollo 125
Raidor	Apollo 133
Real ⁽¹⁾	Apollo 136
Splendor ⁽¹⁾	Asgrow 33
	Asgrow 46
5. <i>Phleum pratense</i> L.	Asgrow 55
Barmoti	Asgrow 66
Eskimo	Asgrow 72
King ⁽¹⁾	Asgrow 90 B
Lofar	Asgrow 153 W
Mélusine	Asgrow 6215 A
Olympia ⁽¹⁾	Asgrow ASC 95
Tiran ⁽¹⁾	Asgrow ASX 58
Topas Øtofte	Asgrow ATC 79
	Asgrow rusticus
6. <i>Trifolium pratense</i> L.	Asgrow Supercross ATC 57
Alpilles	Attila
Angeliter Elbo	BC 420
Heges Hohenheimer	BC 490
Levezou	Cargill 444
Oberhaunstädter Violettsamiger	Cargill 555 A
Pales	Cargill 608
Titus 71	Cargill Real 350
Weiristenta	Cervino W
	Ciclope
7. <i>Trifolium repens</i> L.	Cise 2V8
Armada	Cise 2 × 1
von Kamekes	Cise 2 × 3
	Cise 380
	Cise 480
	Cise 780
II. CEREAL	Cise OP 2
	Cise × 6
1. <i>Avena sativa</i> L.	Colorcim Funk's G 330
Avoine d'hiver du Prieuré	Colorcim Funk's G 377
Blancheneige	Danubia
Marie Quest	Dekalb 238
Pendtrwm	Dekalb 404
Peniarth	Dekalb 666
	Dekalb 805
2. <i>Triticum durum</i> L.	Dekalb Bräch 1
All varieties	Dekalb DF 48
	Dekalb DF 58
3. <i>Zea mais</i> L.	Dekalb DF 686
951 J	Dekalb Silage 220
A 728	Dekalb Silage 440
Adour 500	Dekalb Silage 1051
Adour 560	Dekalb XL 24
Anjou 306	Dekalb XL 38
Anjou 360	

Dekalb XL 71	INRA 300
Dekalb XL 316	INRA 310
Dekalb XL 342	INRA 321
Dekalb XL 361	INRA 508
Dekalb XL 363	INRA 540
Dekalb XL 707	Insubria 295 A
Ercole	Insubria 300
Ercole H	Insubria 305
Felsinea 650	Insubria 511
Felsinea Z 4	Insubria 521
Felsinea Z 5	Insubria 620
Funk's G 10 A	Insubria 640
Funk's G 20	Insubria 651
Funk's G 33	Insubria 2201
Funk's G 44	Iowa 4417
Funk's G 50	Kappa 600
Funk's G 77	Marano
Funk's G 114 A	Marano Ibrido Maliani
Funk's G 433	Maya 311
Funk's G 4411	Maya 399
Funk's G 4444	Maya 500
Funk's G 4652	Mielmaïs 50
Funk's G 6719	PAG 30 S
Funk's G 18500	PAG 45
Funk's G 18503	PAG 52 S
Funk's G 18904	Piave W
Funk's G 19207	Pioneer 368 A
Funk's G 19995	Pioneer 370
Funk's G 20220	Pioneer 388
Funk's G 65430	Pioneer 3567
Funk's G Best	Pioneer 3911
Funk's G Fast	Pioneer Hico 3670
Funk's G King	Plata TV
Funk's G Lider	Polesano 730
Funk's G Lion	Pride 450
Funk's G Lord	Provence 480
Funk's G Max	Roffi 300 G
Funk's G Mondial	Saturno TV 23
Funk's G President	Saturno TV 37 G
Funk's G Rock W	Saturno TV 37 R
Funk's G Rock W 3	Sfibramaïs
Funk's G Start	Sile W
Funk's G Stell	Silomaïs 1000
Funk's G Strong	Silomaïs Sprint
Funk's G Summer Secondo	Sivam 700
Funk's G Top	Sivam 800
Funk's G Vitrocim	Sugar 078
Gransilo	Supercross ATC 67
Hico 3670	Supercross ATC 75
IGR 340	T 177
IGR 450	Titano
Indiana 750 A	U 24

U 39V3G

Article 2

U 39V3R

U 42

U 42 A

United 530

This Decision is addressed to the Member States.

United 550

Verda

Done at Brussels, 30 December 1974.

III. POTATOES

Kennebec ⁽²⁾*For the Commission*Reina ⁽²⁾

P. J. LARDINOIS

Roxane ⁽²⁾*Member of the Commission*

⁽¹⁾ If destined for fodder.⁽²⁾ If not destined for marketing in another country.