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II

(Acts whose publications is not obligatory)

COUNCIL

COUNCIL DECISION

of 7 November 1974

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

(75/175/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

HAS DECIDED AS FOLLOWS:

Article 1

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

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

Having regard to the recommendation from the Commission;

The text of the Agreement is annexed to this Decision.

Article 2

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

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.

Whereas by its letter of 19 February 1974, the Republic of Bolivia has requested food aid;

Done at Brussels, 7 November 1974.

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,

For the Council

The President

A. JARROT

AGREEMENT

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE GOVERNMENT OF THE REPUBLIC OF BOLIVIA,

of the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE GOVERNMENT OF THE REPUBLIC OF BOLIVIA:

WHO HAVE AGREED AS FOLLOWS:

Article I

As part of its food-aid programme (cereals) for 1973/74, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Republic of Bolivia, 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 January 1974 and 31 December 1974 a minimum quantity of 130 000 metric tons of common wheat, or its equivalent in flour of common wheat.

Article VI

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

- the re-export of the product received as aid and of products and by-products resulting from such supplies;
- the export, commercially or otherwise, within six months of the last delivery, either of local produce of the same nature as that received as aid or of any products 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, Italian and Spanish 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 dispatch and if possible before the appointment of the agent of the Community.

Article 4

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

CHAPTER II

Obligations of the Community

Article 5

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

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

The other costs referred to in the first 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 Republic of Bolivia on the supply of food aid

The Agreement between the European Economic Community and Bolivia on the supply of common wheat as food aid, which the Council decided to conclude on 7 November 1974, was signed in Brussels on 11 November 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 Government of the Republic of Bolivia by:

Mr Carlos Costa Du Rels, Minister-Counsellor at that Country's Embassy to France and to the European Economic Community.

COUNCIL DECISION

of 30 January 1975

on the conclusion of the Agreement between the European Economic Community and the International Committee of the Red Cross on the supply of cereals, butteroil and skimmed-milk powder as food aid

(75/176/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 the International Committee of the Red Cross has made known its requirements in cereal products for humanitarian programmes and whereas a quantity of foodstuffs equivalent to 15 000 metric tons of cereals should be placed at its disposal for this purpose;

Whereas in Council Regulation (EEC) No 530/74 ⁽¹⁾ of 4 March 1974 laying down general rules for the supply of milk fats as food aid to certain developing countries and certain international organizations, it was decided to make available to the International Committee of the Red Cross 1 000 metric tons of butteroil;

Whereas in Council Regulation (EEC) No 1826/74 ⁽²⁾ of 11 July 1974 laying down the general rules for the supply of skimmed-milk powder as food aid to certain developing countries and international organizations, 3 000 metric tons of this product were made available to the International Committee of the Red Cross;

Whereas concerning emergency programmes to be decided upon in implementation of the Agreement envisaged, the Community's approval should be given to the International Committee of the Red Cross as soon as possible; whereas it may prove necessary to reply very rapidly to any requests for adaptation which might be made by the above Committee during the implementation of the said Agreement;

Whereas for the same emergency programmes to be decided upon in pursuance of the Agreement envisaged, the Community should decide as soon as possible on the most appropriate arrangements for delivery,

HAS DECIDED AS FOLLOWS:

Article 1

On behalf of the Community, the Agreement between the European Economic Community and the International Committee of the Red Cross on the supply of cereals, butteroil and skimmed-milk powder as food aid is hereby concluded.

The text of the Agreement is annexed to this Decision.

Article 2

The approval provided for in the third paragraph of Article IV and in the second paragraph of Article X of the Agreement referred to in Article 1 is given by the Commission.

Article 3

Under the third paragraph of Article IV of the Agreement referred to in Article 1, the approval provided for in the second paragraph of the same Article is given by the Commission.

Article 4

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

Done at Brussels, 30 January 1975.

For the Council

The President

G. FITZGERALD

⁽¹⁾ OJ No L 65, 7. 3. 1974, p. 1.

⁽²⁾ OJ No L 190, 13. 7. 1974, p. 20.

AGREEMENT

between the European Economic Community and the International Committee of the Red Cross on the supply of cereals, butteroil and skimmed-milk powder as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE INTERNATIONAL COMMITTEE OF THE RED CROSS,

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 INTERNATIONAL COMMITTEE OF THE RED CROSS:

WHO HAVE AGREED AS FOLLOWS:

Article I

The European Economic Community hereinafter referred to as the 'Community' shall supply as a free gift to the International Committee of the Red Cross, hereinafter referred to as the 'recipient body', 15 000 metric tons of cereals (including husked rice), attributable to the 1973/74 cereals food-aid programme, 1 000 metric tons of butteroil and 3 000 metric tons of skimmed-milk powder.

Article II

The quantity of 15 000 metric tons of cereals (including husked rice) shall be supplied in the natural state or in the form of products of the first processing stage.

Article III

The deliveries shall be made in bags in the case of cereals and skimmed-milk powder, and in tins in the case of butteroil. The packaging arrangements and, in respect of butteroil and skimmed-milk powder, the characteristics of the product, are set out in Annex I which forms an integral part of this Agreement.

Article IV

The recipient body shall undertake to use the products received for food aid purposes and to distribute them free of charge — if necessary in cooperation with national Red Cross Societies or other charitable organizations — to particularly needy groups of people; each operation shall have been previously approved by the Community.

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

Where emergency programmes involving no more than 1 000 metric tons of cereal products and/or 100 metric tons of butteroil and/or 100 metric tons of skimmed-milk powder are concerned, the approval of the Community will be given as soon as possible after the request has been received.

Article V

The obligations and responsibilities of the Community and the recipient body with reference to delivery and taking on charge cif or 'delivered to the

place of destination' are set out in Annex II, which forms an integral part of this Agreement.

Article VI

The recipient body undertakes to make all necessary arrangements for the transportation and the insurance of the products from the place of delivery, except where such insurance cannot be upheld due to acts of war or uprisings.

Article VII

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

- within 30 days at most of the arrival of each shipment at the place of delivery: the nature, quantity and quality of the products delivered; the date on which the delivery was fully completed;
- one month after completion of the delivery, then every three months until the quantities received as aid have been fully used: the quantities distributed; number and description of the beneficiaries; places, timetable and method of distribution.

Article VIII

The recipient body may appoint the League of Red Cross Societies or an *ad hoc* body set up by the International Committee of the Red Cross and/or the League of Red Cross Societies to implement this Agreement either in whole or in part.

Article IX

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

Article X

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

In such an event, and where the quantities involved do not exceed 1 000 metric tons of cereal products and/or 100 metric tons of butteroil, and/or 100 metric tons of skimmed-milk powder, the approval of the Community will be given as soon as possible after the request has been received.

Article XI

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

ANNEX I

PROVISIONS LAID DOWN IN ARTICLE III OF THE AGREEMENT

I. CEREALS

Conditions of packaging:

- (a) New jute or cotton bags with a net weight not exceeding 50 kg.
- (b) Marking on the outside with a red cross 15 by 15 cm and specifications in French, English or Spanish according to the countries of destination as follows:

(WHEAT, WHEAT FLOUR . . .) GIFT OF THE EUROPEAN ECONOMIC COMMUNITY/ACTION OF THE INTERNATIONAL COMMITTEE OF THE RED CROSS.

II. BUTTEROIL

A. Quality requirements:

- (a) *Product characteristics:*

Concentrated milk fat containing no less than 99.8 % of pure fats.

(b) *Standard composition:*

(Analysis made at time of manufacture and packaging)

- moisture and non-fat ingredients of milk: not more than 0.2 %;
- fats: not less than 99.8 %;
- free fatty acids: not more than 0.5 % (expressed as oleic acid);
- peroxide level/kg: not more than one unit (in milli equivalents of active oxygen per kg);
- taste: pure;
- smell: absence of smell extraneous to butteroil.

B. Conditions of packaging:

- (a) Metal cans of 5 kg — four cans per carton.
- (b) Marking on the outside with a red cross 10 by 10 cm and specifications in French, English or Spanish according to the countries of destination as follows:
BUTTEROIL/GIFT OF THE EUROPEAN ECONOMIC COMMUNITY/ACTION
OF THE INTERNATIONAL COMMITTEE OF THE RED CROSS.

III. SKIMMED-MILK POWDER**A. Quality requirements:**

- (a) fat content: 1.5 % maximum;
- (b) water content: 4.0 % maximum;
- (c) total acidity (lactic acid): 0.15 % maximum (18° Dornic);
- (d) test for neutralizing agents: negative;
- (e) permitted additives: none;
- (f) phosphatase test: negative;
- (g) solubility: 0.5 ml maximum (99 % minimum);
- (h) degree of purity: disk B minimum (15.0 mg);
- (i) germ content: 50 000 per g maximum;
- (k) colon bacillus count: negative in 0.1 g;
- (l) taste and smell: pure;
- (m) appearance: white or slightly yellowish colour, no impurities or coloured patches.

B. Conditions of packaging:

- (a) New bags having a net weight of 25 kg.
- (b) Composition:
 - (aa) — four bags made of Kraft paper, of a strength corresponding to a weight of at least 70 g/m²;
 - one interposed bag made of tarred paper of a strength corresponding to a weight of at least 140 g/m²;
 - one polyethylene internal pocket at least 0.06 mm thick, welded or double-bound;
 - or
 - (bb) — one bag of clubpack-poly-duplo paper of a strength corresponding to a weight of at least 50/20/50 g/m²;
 - two bags made of Kraft paper of a strength corresponding to a weight of at least 70/75 g/m²;

- one polyethylene internal pocket at least 0.10 mm thick, welded or double-bound;
- or
- (cc) — one Kraft paper bag of a strength representing at least 70 g/m²;
- three Kraft paper bags of a strength representing at least 70 g/m²;
- one Kraft paper bag lined with polyethylene of a strength representing at least 80 g + 15 g/m²;
- one polyethylene inner bag at least 0.06 mm thick, welded or double-bound.

- (c) Marking on the outside with a red cross 15 by 15 cm and specifications in French, English or Spanish according to the countries of destination as follows:

SKIMMED-MILK POWDER/GIFT OF THE EUROPEAN ECONOMIC COMMUNITY/ACTION OF THE INTERNATIONAL COMMITTEE OF THE RED CROSS.

ANNEX II

PROVISIONS LAID DOWN IN ARTICLE V OF THE AGREEMENT

Article 1

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

- in the case of delivery cif, once the goods are fully unloaded on quayside or on to lighter if this method is used;
- in the case of delivery 'delivered to the place of destination', once the goods actually reach the place of destination.

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 'delivered to the place of destination' the costs of unloading.

Article 3

In the event of cif delivery, any demurrage costs at the port of unloading resulting from delays attributable to the recipient body shall be borne by that body. The rates and the detailed arrangements applying thereto in the contract between the authorized Community agent referred to in Article 7 and the carrier must have been agreed upon in advance by that agent and the receiving agent of the recipient body referred to in Article 7.

Where delivery is made 'delivered to the place of destination', any costs resulting from delays in taking delivery of the goods which are attributable to the recipient body shall be borne by that body.

Article 4

The Community shall, as soon as possible after the goods have left the port of loading, notify the recipient body of the name of the vessel, the date of loading, the quantity and quality of the goods as recorded at time of loading, the port of unloading, the daily rate of unloading at the port and, where delivery is made 'delivered to the place of destination', the place of delivery and the method or methods of transportation used for bringing the goods to the places of destination.

Article 5

In the case of cif delivery, the Community shall inform the recipient body of the estimated date of arrival of the vessel at the port of unloading 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.

Where delivery is made 'delivered to the place of destination', the Community shall without delay inform the recipient body of the date on which the goods will arrive at the port of unloading and shall in any case notify the recipient 10 clear days in advance of the estimated date of arrival at the place of destination.

Article 6

On delivery of the cereals a tolerance of 5 % less than the quantities of products specified as loaded for each shipment is permitted.

Article 7

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

The recipient body shall appoint a receiving agent in each place of delivery, whose name and address shall be

made known to the Community before the Agreement is implemented.

Article 8

On delivery of the goods, the recipient body or its receiving agent referred to in Article 7 shall hand to the Community's authorized agent, referred to in the above Article, a certificate confirming delivery of the quantities involved.

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

The Agreement between the European Economic Community and the International Committee of the Red Cross on the supply of cereals, butteroil and skimmed-milk powder as food aid, which the Council decided to conclude on 30 January 1975, was signed in Brussels on 3 February 1975, on behalf of the Council of the European Communities by:

Mr Andrew O'Rourke, Minister Plenipotentiary, Deputy Permanent Representative, and

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

and on behalf of the International Committee of the Red Cross by:

Mr Jean-Pierre Hocke, Director of the Operations Department, and

Mr Edme Regenass, Director of the Finance and Administration Department.

COUNCIL DECISION**of 17 February 1975****on the conclusion of the Agreement between the European Economic Community and the Islamic Republic of Pakistan on the supply of butteroil as food aid****(75/177/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 530/74, the Council has decided to make 3 000 metric tons of butteroil available to the Islamic Republic of Pakistan,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Islamic Republic of Pakistan on the supply of butteroil 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 February 1975.

*For the Council**The President*

R. RYAN

AGREEMENT

**between the European Economic Community and the Islamic Republic of Pakistan
on the supply of butteroil as food aid**

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN,

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 PAKISTAN:

WHO HAVE AGREED AS FOLLOWS:

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply the Islamic Republic of Pakistan, hereinafter referred to as the 'country of destination', by way of gift, with 3 000 metric tons of butteroil, of which the quality and packaging requirements are specified in Annex I, which forms an integral part of this Agreement.

Article II

Deliveries will be made in accordance with the detailed rules set out in Annex II 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.

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.

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 I

BUTTEROIL

QUALITY AND PACKAGING REQUIREMENTS

I. Quality:

(a) *Product characteristics:*

Concentrated milk fat containing no less than 99.8 % of pure fats.

(b) *Standard composition:*

(Analysis made at time of manufacture and packing)

- moisture and non-fat ingredients of milk: not more than 0.2 %;
- fats: not less than 99.8 %;
- free fatty acids: not more than 0.5 % (expressed as oleic acid);
- peroxide level/kg: not more than one unit (in milli equivalents of active oxygen per kg);
- taste: pure;
- smell: absence of smell extraneous to butteroil.

II. Conditions of packaging:

- (a) Metal cans of 20 kg — one can per carton.
- (b) Marking on the packaging (in English):

BUTTEROIL/GIFT OF THE EUROPEAN ECONOMIC COMMUNITY TO THE
ISLAMIC REPUBLIC OF PAKISTAN.

ANNEX II**DELIVERY AND ACCEPTANCE 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 2 and under the terms specified in this Annex. Without prejudice to Articles 7 and 8 the Community shall bear all costs prior to delivery and the country of destination all costs after delivery.

Article 2

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

Article 3

Before implementing the procedure for appointing the agent of the Community referred to in Article 2, 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 4*

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 6, 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 5

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 6, the agents of the Community and of the country of destination may, without prejudice to Article 4, 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 6*

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 3.

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 7

Where the country of destination is unable to begin loading on the date provided for in the first paragraph of Article 6, 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 6, the Community may dispose of the goods without prejudice to its commitment under Article I of this Agreement.

Article 8

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 7 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 9

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 Islamic Republic of Pakistan on the supply of food aid

The Agreement between the European Economic Community and Pakistan on the supply of butteroil as food aid, which the Council decided to conclude on 17 February 1975, was signed in Brussels on 20 February 1975, on behalf of the Council of the European Communities by:

Mr Brendan Dillon, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

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

and on behalf of the Government of the Islamic Republic of Pakistan by:

Mr Qamarul Islam, Ambassador Extraordinary and Plenipotentiary, Head of that Country's Mission to the European Economic Community.

COUNCIL DECISION**of 17 February 1975****on the conclusion of the Agreement between the European Economic Community and the Islamic Republic of Pakistan on the supply of skimmed-milk powder as food aid****(75/178/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 1827/74, the Council has decided to make 600 metric tons of skimmed-milk powder available to the Islamic Republic of Pakistan,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Islamic Republic of Pakistan on the supply of skimmed-milk powder 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 powers necessary to bind the Community.

Done at Brussels, 17 February 1975.

*For the Council**The President*

R. RYAN

AGREEMENT

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN,

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 PAKISTAN:

WHO HAVE AGREED AS FOLLOWS:

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply the Islamic Republic of Pakistan, hereinafter referred to as the 'country of destination', by way of gift, with 600 metric tons of skimmed-milk powder, of which the quality and packaging requirements are specified in Annex I, which forms an integral part of this Agreement.

Article II

Deliveries will be made in accordance with the detailed rules set out in Annex II, 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.

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.

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 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) containing 25 kg net weight;
- (b) composition:
 - (aa) four Kraft paper bags of a strength representing at least 70 g/m²;
 one intercalated bag of tar-lined paper of a strength representing at least 140 g/m²;
 one polyethylene inner bag at least 0.06 mm thick, welded or double-bound;
 or
 - (bb) one bag of clubpack-poly-duplo paper of a strength representing at least 50/20/50 g/m²;
 two Kraft paper bags of a strength representing at least 70/75 g/m²;
 one polyethylene inner bag at least 0.10 mm thick, welded or double-bound;
 or
 - (cc) 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;
- (c) marking on the packing (in English):
 SKIMMED-MILK POWDER/GIFT OF THE EUROPEAN ECONOMIC COMMUNITY
 TO THE ISLAMIC REPUBLIC OF PAKISTAN.

ANNEX II**DELIVERY AND ACCEPTANCE PROCEDURES****CHAPTER I**

to delivery and the country of destination all costs after delivery.

General provisions**Article 2****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 2 and under the terms specified in this Annex. Without prejudice to Articles 7 and 8 the Community shall bear all costs prior

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

Article 3

Before implementing the procedure for appointing the agent of the Community referred to in Article 2, 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 4

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 6, 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 5

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 6, the agents of the Community and of the country of destination may, without prejudice to Article 4, 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 6

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 3.

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 7

Where the country of destination is unable to begin loading on the date provided for in the first paragraph of Article 6, 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 6, the Community may dispose of the goods without prejudice to its commitment under Article I of this Agreement.

Article 8

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 7 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 9

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 Islamic Republic of Pakistan on the supply of food aid

The Agreement between the European Economic Community and Pakistan on the supply of skimmed-milk powder as food aid, which the Council decided to conclude on 17 February 1975, was signed in Brussels on 20 February 1975, on behalf of the Council of the European Communities by:

Mr Brendan Dillon, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

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

and on behalf of the Government of the Islamic Republic of Pakistan by:

Mr Qamarul Islam, Ambassador Extraordinary and Plenipotentiary, Head of that Country's Mission to the European Economic Community.

COUNCIL DECISION**of 17 February 1975****on the conclusion of the Agreement between the European Economic Community and the Islamic Republic of Pakistan on the supply of common wheat as food aid****(75/179/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 15 August 1973, the Islamic Republic of Pakistan 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, 28 000 metric tons of common wheat,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Islamic Republic of Pakistan 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, 17 February 1975.

For the Council

The President

R. RYAN

AGREEMENT

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN,

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 PAKISTAN:

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 Pakistan, hereinafter referred to as the 'country of destination', by way of gift, with 28 000 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 160 300 metric tons of common wheat or the equivalent in common wheat flour.

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.

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 AND ACCEPTANCE 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 dispatch and if possible before the appointment of the agent of the Community.

Article 4

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

CHAPTER II

Obligations of the Community

Article 5

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

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

The other costs referred to in the first 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 Islamic Republic of Pakistan on the supply of food aid

The Agreement between the European Economic Community and Pakistan on the supply of common wheat as food aid, which the Council decided to conclude on 17 February 1975, was signed in Brussels on 20 February 1975, on behalf of the Council of the European Communities by:

Mr Brendan Dillon, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

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

and on behalf of the Government of the Islamic Republic of Pakistan by:

Mr Qamarul Islam, Ambassador Extraordinary and Plenipotentiary, Head of that Country's Mission to the European Economic Community.

COUNCIL DECISION

of 17 February 1975

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

(75/180/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 1827/74, the Council has decided to make 250 metric tons of skimmed-milk powder available to the Republic of Indonesia,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Indonesia on the supply of skimmed-milk powder 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 powers necessary to bind the Community.

Done at Brussels, 17 February 1975.

*For the Council**The President*

R. RYAN

AGREEMENT

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA,

of the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA:

WHO HAVE AGREED AS FOLLOWS:

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply the Republic of Indonesia, hereinafter referred to as the 'country of destination', by way of gift, with 250 metric tons of skimmed-milk powder, of which the quality and packaging requirements are specified in Annex I, which forms an integral part of this Agreement.

Article II

Deliveries will be made in accordance with the detailed rules set out in Annex II 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, less the costs of sea transport, of insurance and the normal cost of selling the product on the market of the country of destination, shall be paid into a special account at the central bank of that country until the total quantity of the product received as aid has been sold. The proceeds from this sale shall then be transferred to the development budget of the country of destination for the financing of development projects.

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.

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.

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;

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. once the proceeds from the sale have been transferred to the development budget: the progress and degree of completion of one or more development projects undertaken with the help of Member States, which are given in the 1974/75 list of projects forwarded by the country of destination, and the cost of which corresponds approximately to the proceeds from the sale of the goods received as aid.

Article VIII

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

Article IX

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

ANNEX 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) containing 25 kg net weight;
- (b) composition:
 - (aa) four Kraft paper bags of a strength representing at least 70 g/m²;
one intercalated bag of tar-lined paper of a strength representing at least 140 g/m²;
one polyethylene inner bag at least 0.06 mm thick, welded or double-bound;
or
 - (bb) one bag of clubpack-poly-duplo paper of a strength representing at least 50/20/50 g/m²;
two Kraft paper bags of a strength representing at least 70/75 g/m²;
one polyethylene inner bag at least 0.10 mm thick, welded or double-bound;
or
 - (cc) 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;
- (c) marking on the packing (in English):

SKIMMED-MILK POWDER/GIFT OF THE EUROPEAN ECONOMIC COMMUNITY
TO THE ISLAMIC REPUBLIC OF INDONESIA

ANNEX II

DELIVERY AND ACCEPTANCE 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 2 and under the terms specified in this Annex. Without prejudice to

Articles 7 and 8 the Community shall bear all costs prior to delivery and the country of destination all costs after delivery.

Article 2

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

Article 3

Before implementing the procedure for appointing the agent of the Community referred to in Article 2, 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 4

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 6, 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 5

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 6, the agents of the Community and of the country of destination may, without prejudice to Article 4, 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 6

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 3.

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 7

Where the country of destination is unable to begin loading on the date provided for in the first paragraph of Article 6, 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 6, the Community may dispose of the goods without prejudice to its commitment under Article I of this Agreement.

Article 8

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 7 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 9

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

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

The Agreement between the European Economic Community and Indonesia on the supply of skimmed-milk powder as food aid, which the Council decided to conclude on 17 February 1975, was signed in Brussels on 20 February 1975, on behalf of the Council of the European Communities by:

Mr Brendan Dillon, 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 Republic of Indonesia by:

Mr Franciscus Xaverius Seda, Ambassador Extraordinary and Plenipotentiary, Head of the Indonesian Mission to the European Economic Community.

COUNCIL DECISION

of 17 February 1975

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

(75/181/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 1827/74, the Council has decided to make 100 metric tons of skimmed-milk powder available to the Eastern Republic of Uruguay,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Eastern Republic of Uruguay on the supply of skimmed-milk powder 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 powers necessary to bind the Community.

Done at Brussels, 17 February 1975.

*For the Council**The President*

R. RYAN

AGREEMENT

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE GOVERNMENT OF THE EASTERN REPUBLIC OF URUGUAY,

of the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE GOVERNMENT OF THE EASTERN REPUBLIC OF URUGUAY:

WHO HAVE AGREED AS FOLLOWS:

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply the Eastern Republic of Uruguay, hereinafter referred to as the 'country of destination', by way of gift, with 100 metric tons of skimmed-milk powder, of which the quality and packaging requirements are specified in Annex I, which forms an integral part of this Agreement.

Article II

Deliveries will be made in accordance with the detailed rules set out in Annex II 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 consumption and to distribute it free of charge to the needy populations.

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.

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 derived from it;
- the export, commercially or otherwise, within six months from the date of the last delivery, of a product obtained locally which is of the same kind as that received as aid.

Article VII

The country of destination undertakes to inform the Community of the manner in which this Agreement is performed. To this end, it shall communicate the following information to the Commission of the European Communities:

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;

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

Article VIII

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

Article IX

This Agreement is drawn up in 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) containing 25 kg net weight;
- (b) composition:
 - (aa) four Kraft paper bags of a strength representing at least 70 g/m²;
 one intercalated bag of tar-lined paper of a strength representing at least 140 g/m²;
 one polyethylene inner bag at least 0.06 mm thick, welded or double-bound;
 or
 - (bb) one bag of clubpack-poly-duplo paper of a strength representing at least 50/20/50 g/m²;
 two Kraft paper bags of a strength representing at least 70/75 g/m²;
 one polyethylene inner bag at least 0.10 mm thick, welded or double-bound;
 or
 - (cc) 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;
- (c) marking on the packing (in Spanish):

LECHE DESNATADA EN POLVO DONATIVO DE LA COMUNIDAD ECONÓMICA EUROPEA A LA REPÚBLICA ORIENTAL DEL URUGUAY DESTINADO A DISTRIBUCIÓN GRATUITA.

ANNEX II
DELIVERY AND ACCEPTANCE 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 2 and under the terms specified in this Annex. Without prejudice to Articles 7 and 8 the Community shall bear all costs prior to delivery and the country of destination all costs after delivery.

Article 2

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

Article 3

Before implementing the procedure for appointing the agent of the Community referred to in Article 2, 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 4

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 6, 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 5

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 6, the agents of the Community and of the country of destination may, without prejudice to Article 4, 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 6

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 3.

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 7

Where the country of destination is unable to begin loading on the date provided for in the first paragraph of Article 6, 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 6, the Community may dispose of the goods without prejudice to its commitment under Article I of this Agreement.

Article 8

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 7 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 9

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 Eastern Republic of Uruguay on the supply of food aid

The Agreement between the European Economic Community and Uruguay on the supply of skimmed-milk powder as food aid which the Council decided to conclude on 17 February 1975, was signed in Brussels on 20 February 1975, on behalf of the Council of the European Communities by:

Mr Brendan Dillon, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

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

and on behalf of the Government of the Eastern Republic of Uruguay by:

Mr Grünwaldt-Ramasso, Ambassador Extraordinary and Plenipotentiary, Head of the Uruguayan Mission to the European Economic Community.

COUNCIL DECISION

of 17 February 1975

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

(75/182/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 31 May 1974, the Republic of India 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, 30 000 metric tons of common wheat,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of India 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, 17 February 1975.

*For the Council**The President*

R. RYAN

AGREEMENT

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE GOVERNMENT OF THE REPUBLIC OF INDIA,

of the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE GOVERNMENT OF THE REPUBLIC OF INDIA:

WHO HAVE AGREED AS FOLLOWS:

Article I

As part of its food-aid programme (cereals) for 1973/74, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Republic of India, hereinafter referred to as the 'country of destination', by way of gift, with 30 000 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 purpose of consumption and to apply, for the sale of the product on its market, the prices normally charged on that market for products of comparable quality.

The proceeds of this sale, evaluated on a lump sum basis by agreement between the Community and the country of destination shall be entered as revenue in the budget of the central government of that country and used for the financing of development projects which shall be communicated by the country of destination and which shall not give rise to any observations on the part of 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.

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 completion of the development projects: 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 AND ACCEPTANCE 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 dispatch and if possible before the appointment of the agent of the Community.

Article 4

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

CHAPTER II

Obligations of the Community

Article 5

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

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

The other costs referred to in the first 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 Republic of India on the supply of food aid

The Agreement between the European Economic Community and India on the supply of common wheat as food aid, which the Council decided to conclude on 17 February 1975, was signed in Brussels on 20 February 1975, on behalf of the Council of the European Communities by:

Mr Brendan Dillon, 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 Republic of India by:

Mr Krishen Behari Lall, Ambassador Extraordinary and Plenipotentiary, Head of that Country's Mission to the European Economic Community.
