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(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DECISION

of 22 April 1980

concerning the signing of the International Natural Rubber Agreement, 1979

(80/762/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the recommendation from the Commission,

Whereas the purpose of the International Natural Rubber Agreement, 1979, is to stabilize the price of this product around the long-term market trend, thereby achieving also a balanced growth between supply and demand for natural rubber,

HAS DECIDED AS FOLLOWS:

Sole Article

The President of the Council is hereby authorized to designate the person empowered to sign, subject to its being concluded at a later date, the International Natural Rubber Agreement, 1979.

The text of the Agreement is annexed to this Decision.

Done at Luxembourg, 22 April 1980.

For the Council

The President

G. ZAMBERLETTI

INTERNATIONAL NATURAL RUBBER AGREEMENT,

1979

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PREAMBLE

THE CONTRACTING PARTIES,

RECALLING the Declaration and the Programme of Action on the Establishment of a New International Economic Order ⁽¹⁾,

RECOGNIZING in particular the importance of the United Nations Conference on Trade and Development, resolution 93 (IV), adopted at its fourth session, and resolution 124 (V), adopted at its fifth session, on the Integrated Programme for Commodities,

RECOGNIZING the importance of natural rubber to the economies of members, particularly to the exports of exporting members and to supply requirements of importing members,

RECOGNIZING FURTHER that the stabilization of natural rubber prices is in the interests of producers, consumers and natural rubber markets, and that an international natural rubber agreement can significantly assist the growth and development of the natural rubber industry to the benefit of both producers and consumers,

HAVE AGREED AS FOLLOWS:

CHAPTER I

OBJECTIVES

Article 1

Objectives

The objectives of the International Natural Rubber Agreement, 1979 (hereinafter referred to as this Agreement), with a view to achieving the relevant objectives as adopted by the United Nations Conference on Trade and Development in its resolutions 93 (IV) and 124 (V) on the Integrated Programme for Commodities, are *inter alia* as follows:

- (a) to achieve a balanced growth between the supply of and demand for natural rubber, thereby helping to alleviate the serious difficulties arising from surpluses or shortages of natural rubber;
- (b) to achieve stable conditions in natural rubber trade through avoiding excessive natural rubber price fluctuations, which adversely affect the long-term interests of both producers and consumers, and stabilizing these prices without distorting long-term market trends, in the interests of producers and consumers;
- (c) to help stabilize the export earnings from natural rubber of exporting members, and to increase their earnings based on expanding natural rubber export

volumes at fair and remunerative prices, thereby helping to provide the necessary incentives for a dynamic and rising rate of production and the resources for accelerated economic growth and social development;

- (d) to seek to ensure adequate supplies of natural rubber to meet the requirements of importing members at fair and reasonable prices and to improve the reliability and continuity of these supplies;
- (e) to take feasible steps in the event of a surplus or shortage of natural rubber to mitigate the economic difficulties that members might encounter;
- (f) to seek to expand international trade in and to improve market access for natural rubber and processed products thereof;
- (g) to improve the competitiveness of natural rubber by encouraging research and development on the problems of natural rubber;
- (h) to encourage the efficient development of the natural rubber economy by seeking to facilitate and promote improvements in the processing, marketing and distribution of raw natural rubber; and
- (i) to further international cooperation in and consultations on natural rubber matters affecting supply and demand, and to facilitate promotion and coordination of natural rubber research, assistance and other programmes.

⁽¹⁾ General Assembly resolutions 3201 (S-VI) and 3202 (S-VI) of 1 May 1974.

CHAPTER II

DEFINITIONS

Article 2

Definitions

For the purposes of this Agreement:

1. 'Natural rubber' means the unvulcanized elastomer, whether in solid or liquid forms, from *Hevea brasiliensis* and any other plant which the Council may decide for the purposes of this Agreement.
2. 'Contracting party' means a Government, or an intergovernmental organization referred to in Article 5, which has consented to be bound by this Agreement provisionally or definitively.
3. 'Member' means a contracting party as defined in definition 2 above.
4. 'Exporting member' means a member which exports natural rubber and has declared itself to be an exporting member, subject to the agreement of the Council.
5. 'Importing member' means a member which imports natural rubber and has declared itself to be an importing member, subject to the agreement of the Council.
6. 'Organization' means the International Natural Rubber Organization referred to in Article 3.
7. 'Council' means the International Natural Rubber Council referred to in Article 6.
8. 'Special vote' means a vote requiring at least two-thirds of the votes cast by exporting members present and voting and at least two-thirds of the votes cast by importing members present and voting, counted separately, on condition that these votes are cast by at least half the members in each category present and voting.
9. 'Exports of natural rubber' means any natural rubber which leaves the customs territory of any member, and 'imports of natural rubber' means any natural rubber which enters the customs territory of any member, provided that for the purposes of these definitions, customs territory shall, in the case of a member which comprises more than one customs territory, be deemed to refer to the combined customs territories of that member.
10. 'Distributed simple majority vote' means a vote requiring more than half of the total votes of exporting members present and voting and more than half of the total votes of importing members present and voting, counted separately.
11. 'Freely usable currencies' means the Deutschmark, the French franc, the Japanese yen, the pound sterling, and the United States dollar.
12. 'Financial year' means the period from 1 January to 31 December inclusive.
13. 'Entry into force' means the date on which this Agreement enters into force provisionally or definitively in accordance with Article 61.
14. 'Tonne' means a metric ton, i.e. 1 000 kilograms.
15. 'Government undertaking' means the financial obligations to the Council which are committed by members as security for financing the contingency buffer stock and which can be called by the Council to meet its financial obligations in accordance with Article 28; members shall be liable solely to the Council up to the amount of their undertakings.
16. 'Malaysian/Singapore cent' means the average of the Malaysian sen and the Singapore cent at the prevailing rates of exchange.
17. 'Time-weighted net contribution of a member' means its net contributions weighted by the number of years of its membership in the Organization.

CHAPTER III

ORGANIZATION AND ADMINISTRATION

Article 3

Establishment, headquarters and structure of the International Natural Rubber Organization

1. The International Natural Rubber Organization is hereby established to administer the provisions and supervise the operation of this Agreement.
2. The Organization shall function through the International Natural Rubber Council, its executive director and its staff, and such other bodies as are provided for in this Agreement.

3. At its first session the Council shall, by special vote, decide that the headquarters of the Organization shall be in Kuala Lumpur or London.

4. The headquarters of the Organization shall at all times be located in the territory of a member.

Article 4

Membership in the Organization

1. There shall be two categories of membership, namely,

(a) exporting; and

(b) importing.

2. The Council shall establish criteria regarding a change by a member in its category of membership as defined in paragraph 1 of this Article, taking fully into account the provisions of Articles 25 and 28. A member which meets such criteria may change its category of membership subject to the agreement of the Council by special vote.

3. Each contracting party shall constitute a single member of the Organization.

Article 5

Membership by intergovernmental organizations

1. Any reference in this Agreement to a 'Government' or 'Governments' shall be construed as including a reference to the European Economic Community and to any intergovernmental organization having responsibilities in respect of the negotiation, conclusion and application of international agreements, in particular commodity agreements. Accordingly, any reference in this Agreement to signature, ratification, acceptance or approval, or to notification of provisional application, or to accession shall, in the case of such intergovernmental organizations, be construed as including a reference to signature, ratification, acceptance or approval, or to notification of provisional application, or to accession, by such intergovernmental organizations.

2. In the case of votes on matters within their competence, such intergovernmental organizations shall exercise their voting rights with a number of votes equal to the total number of votes attributed, in accordance with Article 15, to their Member States.

CHAPTER IV

THE INTERNATIONAL NATURAL RUBBER COUNCIL

Article 6

Composition of the International Natural Rubber Council

1. The highest authority of the Organization shall be the International Natural Rubber Council, which shall consist of all the members of the Organization.

2. Each member shall be represented in the Council by one delegate, and may designate alternates and advisers to attend sessions of the Council.

3. An alternate delegate shall be empowered to act and vote on behalf of the delegate during the latter's absence or in special circumstances.

Article 7

Powers and functions of the Council

1. The Council shall exercise all such powers and perform or arrange for the performance of all such functions as are necessary to carry out the provisions of this Agreement.

2. The Council shall, by special vote, adopt such rules and regulations as are necessary to carry out the provisions of this Agreement and are consistent therewith. These shall include its own rules of procedure and those of the committees established under Article 19, rules for the administration and operation of the buffer stock, and the financial and staff regulations of the Organization. The Council may, in its rules of procedure, provide for a procedure whereby it may, without meeting, decide specific questions.

3. The Council shall keep such records as are required for the performance of its functions under this Agreement.

4. The Council shall publish an annual report on the activities of the Organization and such other information as it considers appropriate.

Article 8

Borrowing in exceptional circumstances

1. The Council may, by special vote, borrow from commercial sources for the buffer stock and/or administrative accounts to cover any deficits on either

account caused by lags between authorized expenditures and required contributions. If the borrowing results from a delay in the receipt of a contribution from a member, the financial costs incurred by the Council in such borrowing shall be met by the member in arrears in addition to the full payment of its contribution.

2. Any member may, at its own discretion, elect to contribute cash directly to the appropriate account, in lieu of commercial borrowing by the Council for that member's share of the required funds.

Article 9

Delegation of powers

1. The Council may, by special vote, delegate to any committee established under Article 19 the exercise of any or all of its powers which, in accordance with the provisions of this Agreement, do not require a special vote of the Council. Notwithstanding this delegation, the Council may at any time discuss and decide any issue that may have been delegated to any of its committees.

2. The Council may, by special vote, revoke any power delegated to a committee.

Article 10

Cooperation with other organizations

1. The Council may make whatever arrangements are appropriate for consultation or cooperation with the United Nations, its organs and specialized agencies, and other intergovernmental organizations as appropriate.

2. The Council may also make arrangements for maintaining contact with appropriate international non-governmental organizations.

Article 11

Admission of observers

The council may invite any non-member government, or any of the organizations referred to in Article 10, to attend as an observer any of the meetings of the Council or of any committee established under Article 19.

Article 12

Chairman and vice-chairman

1. The Council shall elect for each year a chairman and a vice-chairman.

2. The chairman and the vice-chairman shall be elected, one from among the representatives of exporting members and the other from among the representatives of importing members. These offices shall alternate each year between the two categories of members, provided, however, that this shall not prohibit the re-election of either or both, under exceptional circumstances, by special vote of the Council.

3. In the temporary absence of the chairman, he shall be replaced by the vice-chairman. In the temporary absence of both the chairman and the vice-chairman or the permanent absence of one or both of them, the Council may elect new officers from among the representatives of the exporting members and/or from among the representatives of the importing members, as appropriate, on a temporary or permanent basis as may be required.

4. Neither the chairman nor any other office presiding at a meeting of the Council shall vote at that meeting. He may, however, empower another representative from the same category of membership to exercise the voting rights of the member which he represents.

Article 13

Executive director, buffer stock manager and other staff

1. The Council shall, by special vote, appoint an executive director and a buffer stock manager.

2. The terms and conditions of appointment of the executive director and the buffer stock manager shall be determined by the Council.

3. The executive director shall be the chief administrative officer of the Organization and shall be responsible to the Council for the administration and operation of this Agreement in accordance with decisions of the Council.

4. The buffer stock manager shall be responsible to the executive director and the Council for the functions conferred upon him by this Agreement, as well as for such additional functions as the Council may determine. The buffer stock manager shall be responsible for the day-to-day operation of the buffer stock, and shall keep the executive director informed of the general operations of the buffer stock so that the executive director may ensure its effectiveness in meeting the objectives of this Agreement.

5. The executive director shall appoint the staff in accordance with regulations established by the Council. The staff shall be responsible to the executive director.

6. Neither the executive director nor any member of the staff, including the buffer stock manager, shall have any financial interest in the rubber industry or trade, or associated commercial activities.

7. In the performance of their duties, the executive director, the buffer stock manager and other staff shall not seek or receive instructions from any member or from any other authority external to the Council or to any committee established under Article 19. They shall refrain from any action which might reflect on their positions as international officials responsible only to the Council. Each member shall respect the exclusively international character of the responsibilities of the executive director, the buffer stock manager and other staff and shall not seek to influence them in the discharge of their responsibilities.

Article 14

Sessions

1. As a general rule, the Council shall hold one regular session in each half of the year.

2. In addition to sessions in circumstances specifically provided for in this Agreement, the Council shall also meet in special session whenever it so decides or at the request of:

- (a) the chairman of the Council;
- (b) the executive director;
- (c) a majority of the exporting members;
- (d) a majority of the importing members;
- (e) an exporting member or exporting members holding at least 200 votes; or
- (f) an importing member or importing members holding at least 200 votes.

3. Sessions shall be held at the headquarters of the Organization unless the Council, by special vote, decides otherwise. If on the invitation of any member the Council meets elsewhere than at the headquarters of the Organization, that member shall pay the additional costs incurred by the Council.

4. Notice of any sessions and the agenda for such sessions shall be communicated to members by the executive director at least 30 days in advance, except in cases of emergency when notice shall be communicated at least seven days in advance.

Article 15

Distribution of votes

1. The exporting members shall together hold 1 000 votes and the importing members shall together hold 1 000 votes.

2. Each exporting member shall receive one initial vote out of the 1 000 votes except that in the case of an exporting member with net exports of less than 10 000 tonnes annually the initial vote shall not apply. The remainder of such votes shall be distributed among the exporting members as nearly as possible in proportion to the volume of their respective net exports of natural rubber for the period of five calendar years commencing six calendar years prior to the distribution of votes, except that Singapore's net exports of natural rubber for such period shall be calculated at 13 % of its total exports for that period.

3. The votes of importing members shall be distributed among them in proportion to the average of their respective net imports of natural rubber during the period of three calendar years commencing four calendar years prior to the distribution of votes, except that each importing member shall receive one vote even if its proportional net import share is otherwise not sufficiently large to so justify.

4. For the purposes of paragraphs 2 and 3 of this Article, paragraphs 2 and 3 of Article 28 relating to contributions of importing members and Article 39, the Council shall, at its first session, establish a table of net exports of exporting members and a table of net imports of importing members which shall be revised annually in accordance with this Article.

5. There shall be no fractional votes. Except as provided in paragraph 3 of this Article, any fraction less than 0.5 shall be rounded downward, and any fraction greater than or equal to 0.5 shall be rounded upward.

6. The Council shall distribute the votes for each financial year at the beginning of the first session of that year in accordance with the provisions of this Article. Such distribution shall remain in effect for the rest of that year, except as provided for in paragraph 7 of this Article.

7. Whenever the membership of the Organization changes or when any member has its voting rights suspended or restored under any provision of this Agreement, the Council shall redistribute the votes within the affected category or categories of members in accordance with the provisions of this Article.

8. In the event of the exclusion of a member pursuant to Article 65, or the withdrawal of a member pursuant to Article 64 or 63, resulting in the reduction of the total trade share of those members remaining in either category below 80 %, the Council shall meet and decide on the terms, conditions and future of this Agreement,

including in particular the need to maintain effective buffer stock operations without causing undue financial burden to the remaining members.

Article 16

Voting procedure

1. Each member shall be entitled to cast the number of votes it holds in the Council and shall not be entitled to divide its votes.
2. By written notification to the chairman of the Council, any exporting member may authorize any other exporting member, and any importing member may authorize any other importing member, to represent its interests and to exercise its voting rights at any session or meeting of the Council.
3. A member authorized by another member to cast the latter member's votes shall cast such votes as authorized.
4. When abstaining, a member shall be deemed not to have cast its votes.

Article 17

Quorum

1. The quorum for any meeting of the Council shall be the presence of a majority of exporting members and a majority of importing members provided that such members hold at least two-thirds of the total vote in their respective categories.
2. If there is no quorum in accordance with paragraph 1 of this Article on the day fixed for the meeting and on the following day, the quorum on the third day and thereafter shall be the presence of a majority of exporting members and a majority of importing members, provided that such members hold a majority of the total votes in their respective categories.
3. Representation in accordance with paragraph 2 of Article 16 shall be considered as presence.

Article 18

Decisions

1. All decisions of the Council shall be taken and all recommendations shall be made by distributed simple majority vote, unless otherwise provided for in this Agreement.

2. Where a member avails itself of the provisions of Article 16 and its votes are cast at a meeting of the Council, such member shall, for the purpose of paragraph 1 of this Article, be considered as present and voting.

Article 19

Establishment of committees

1. The following committees are hereby established:
 - (a) Committee on Administration;
 - (b) Committee on Buffer Stock Operations;
 - (c) Committee on Statistics; and
 - (d) Committee on Other Measures.

Additional committees may also be established by special vote of the Council.

2. Each committee shall be responsible to the Council. The Council shall, by special vote, determine the membership and terms of reference of each committee.

Article 20

Panel of experts

1. The Council shall establish a panel of experts from the rubber industry and trade of exporting and importing members.
2. The panel shall be available to provide advice and assistance to the Council and its committees, particularly on buffer stock operations and on the other measures referred to in Article 44.
3. The membership, functions and administrative arrangements of the panel shall be determined by the Council.

CHAPTER V

PRIVILEGES AND IMMUNITIES

Article 21

Privileges and immunities

1. The Organization shall have legal personality. It shall in particular have the capacity to contract, to acquire and dispose of movable and immovable property, and to institute legal proceedings.
2. The Organization shall, as soon as possible after the entry into force of this Agreement, seek to conclude with the government of the country in which the headquarters of the Organization is to be situated

(hereinafter referred to as the host government) an agreement (hereinafter referred to as Headquarters Agreement) relating to such status, privileges and immunities of the Organization, of its executive director, staff and experts, and of members' delegations, as are reasonably necessary for the purpose of discharging their functions.

3. Pending the conclusion of the Headquarters Agreement, the Organization shall request the host government to grant, to the extent consistent with its laws, exemption from taxation on remuneration paid by the Organization to its employees, and on the assets, income and other property of the Organization.

4. The Organization may also conclude, with one or more governments, agreements to be approved by the Council relating to such privileges and immunities as may be necessary for the proper functioning of this Agreement.

5. If the headquarters of the Organization is moved to another country, the government of that country shall, as soon as possible, conclude with the Organization a Headquarters Agreement to be approved by the Council.

6. The Headquarters Agreement shall be independent of this Agreement. It shall, however, terminate:

- (a) by agreement between the host government and the Organization;
- (b) in the event that the headquarters of the Organization is moved from the country of the host government; or
- (c) in the event that the Organization ceases to exist.

CHAPTER VI

ACCOUNTS AND AUDIT

Article 22

Financial accounts

1. For the operation and administration of this Agreement, there shall be established two accounts:

- (a) the buffer stock account; and
- (b) the administrative account.

2. All the following receipts and expenditures in the creation, operation and maintenance of the buffer stock shall be brought into the buffer stock account: contributions from members under Article 28, borrowings for the buffer stock account under Article 8, repayment of principal and interest on such borrowings, revenues from sales of buffer stocks, interest on deposits of the buffer stock account, stock acquisition costs,

commissions, storage, transportation and handling charges, insurance, and costs of rotation. The Council may, however, by special vote, bring any other type of receipts or expenditures attributable to buffer stock transactions or operations into the buffer stock account.

3. All other receipts and expenditures relating to the operation of this Agreement shall be brought into the administrative account. Such expenditures shall normally be met by contributions from members assessed in accordance with Article 25.

4. The Organization shall not be liable for the expenses of delegations or observers to the Council or to any committee established under Article 19.

Article 23

Form of payment

Cash payments to the administrative and buffer stock accounts shall be payable in freely usable currencies or currencies which are convertible in the major foreign exchange markets into freely usable currencies, and shall be exempt from foreign exchange restrictions.

Article 24

Audit

1. The Council shall appoint auditors for the purpose of auditing its books of account.

2. An independently audited statement of the administrative and buffer stock accounts shall be made available to members as soon as possible, but not earlier than three months, after the close of each financial year and be considered for approval by the Council at its next session as appropriate. A summary of the audited accounts and balance sheet shall thereafter be published.

CHAPTER VII

THE ADMINISTRATIVE ACCOUNT

Article 25

Budget contributions

1. The Council shall at its first session after the entry into force of this Agreement approve the budget of the administrative account for the period between the date of entry into force and the end of the first financial year. Thereafter, during the second half of each financial year, the Council shall approve the budget of the

administrative account for the following financial year. The Council shall assess the contribution of each member to that budget in accordance with paragraph 2 of this Article.

2. The contribution of each member to the administrative budget for each financial year shall be in the proportion which the number of its votes at the time the administrative budget for that financial year is approved bears to the total votes of all the members. In assessing contributions, the votes of each member shall be calculated without regard to the suspension of any member's voting rights or any redistribution of votes resulting therefrom.

3. The initial contribution to the administrative budget of any government which becomes a member after the entry into force of this Agreement shall be assessed by the Council on the basis of the number of votes to be held by it and the period remaining in the current financial year, but the assessment made upon other members shall not be altered.

Article 26

Payment of contributions to the administrative budget

1. Contributions to the first administrative budget shall become due on a date to be decided by the Council at its first session. Contributions to subsequent administrative budgets shall become due on the first day of each financial year. The contribution of a government which becomes a member after the entry into force of this Agreement, assessed in accordance with paragraph 3 of Article 25, shall, for the financial year concerned, become due on a date to be decided by the Council.

2. If a member has not paid its full contribution to the administrative budget within two months after such contribution becomes due in accordance with paragraph 1 of this Article, the executive director shall request that member to make payment as quickly as possible. If a member has not paid its contribution within two months after such request by the executive director, its voting rights in the Organization shall be suspended unless the Council, by special vote, decides otherwise. If a member has still not paid its contribution within four months after such request by the executive director, all rights of that member under this Agreement shall be suspended by the Council unless the Council, by special vote, decides otherwise.

3. For contributions received late, the Council shall levy an interest charge at the prime rate in the host country from the date the contributions become due, or at the commercial rate in the event of borrowing under Article 8, whichever is appropriate.

4. A member whose rights have been suspended under paragraph 2 of this Article shall in particular remain liable to pay its contribution and to meet any other of its financial obligations under this Agreement.

CHAPTER VIII

THE BUFFER STOCK

Article 27

Size of the buffer stock

In order to achieve the objectives of this Agreement, an international buffer stock shall be established. The total capacity of the buffer stock shall be of 550 000 tonnes. It shall be the sole instrument of market intervention for price stabilization in this Agreement. The buffer stock shall comprise:

- (a) the normal buffer stock of 400 000 tonnes; and
- (b) the contingency buffer stock of 150 000 tonnes.

Article 28

Financing of the buffer stock

1. Members commit themselves to finance the total cost of the international buffer stock of 550 000 tonnes established under Article 27.

2. The financing of both the normal buffer stock and the contingency buffer stock shall be shared equally between the exporting and importing categories of members. Contributions of members to the buffer stock account shall be apportioned according to their shares of the votes in the Council, except as provided for in paragraphs 3 and 4 of this Article.

3. Any importing member whose share of total net imports as set out in the table to be established by the Council under paragraph 4 of Article 15 represents 0.1 % or less of total net imports shall contribute to the buffer stock account as follows:

- (a) if its share of total net imports is less than or equal to 0.1 % but more than 0.05 %, such member shall contribute an amount assessed on the basis of its actual share of total net imports;
- (b) if its share of total net imports is 0.05 %, or less, such member shall contribute an amount assessed on the basis of a share of 0.05 % of total net imports.

4. During any period in which this Agreement is in force provisionally either under paragraph 2 or subparagraph (b) of paragraph 4 of Article 61, the financial commitment of each exporting or importing member to the buffer stock account shall not in total exceed that member's contribution, calculated on the basis of the number of votes corresponding to the percentage shares set out in the tables to be established by the Council under paragraph 4 of Article 15, of the totals of 275 000 tonnes falling to the exporting and importing categories of members respectively. The financial obligations of members when this Agreement

is in force provisionally shall be shared equally by exporting and importing categories of members. At any time when the aggregate commitment of one category exceeds that of the other, the larger of the two aggregates shall be brought equal to the smaller of the two aggregates, each member's votes in that aggregate being reduced in proportion to the shares of votes derived from the tables to be established by the Council under paragraph 4 of Article 15.

5. The total costs of the normal buffer stock of 400 000 tonnes shall be financed by contributions by members in cash to the buffer stock account. Such contributions may, when relevant, be paid by the appropriate agencies of members concerned.

6. The total costs of the contingency buffer stock of 150 000 tonnes shall be financed by contributions by members in the form of:

- (a) cash borrowed from commercial sources by the Council upon the security of both stock warrants and government guarantees/government undertakings; and/or
- (b) cash.

Such contributions may, when relevant, be provided by the appropriate agencies of members concerned.

7. The choice under subparagraph (a) or (b) of paragraph 6 of this Article, or both, shall be at the discretion of each member; in all cases, the cash shall be deposited in the buffer stock account. In the case of borrowing under subparagraph (a) of paragraph 6, the value of stock warrants, as a proportion of the value of the total buffer stock at the time, shall not exceed those members' proportionate shares of votes in the Council. Members on whose behalf the Council has undertaken commercial borrowing under subparagraph (a) of paragraph 6 shall be responsible for all their respective liabilities arising from such borrowing.

8. The total costs of the 550 000 tonne international buffer stock shall be paid from the buffer stock account. Such costs shall include all expenses involved in acquiring and operating the 550 000 tonne international buffer stock. In the event that the estimated cost, as given in Annex C to this Agreement, cannot fully cover the total cost of acquisition and operations of the buffer stock, the Council shall meet and make the necessary arrangements to call up the required contributions to cover such costs according to percentage shares of votes.

Article 29

Payment of contributions to the buffer stock account

1. There shall be an initial contribution in cash to the buffer stock account equivalent to 70 million Malaysian ringgits. This contribution shall be apportioned among all members according to their percentage shares of votes taking in consideration paragraph 3 of Article 28. The contribution shall be called as soon as the executive

director has been informed by all members that they are in a position to meet the financial requirements, within 18 months from the date of provisional entry into force of this Agreement. These initial contributions shall be due 45 days after the executive director calls for them.

2. The executive director may at any time call for contributions provided that the buffer stock manager has certified that the buffer stock account may require such funds in the next four months.

3. When a contribution is called, it shall be due from members within 30 days of the date of notification. If requested by any member or members accounting for 200 votes in the Council, the Council shall meet in special session and may modify or disapprove the call-up based on an assessment of the need for funds to support buffer stock operations in the next three months. If the Council cannot reach a decision, contributions shall be due from members in accordance with the executive director's decision.

4. Contributions called up for the normal and the contingency buffer stock shall be valued at the lower trigger action price in effect at the time such contributions are called.

5. The call-up of contributions to the contingency buffer stock shall be handled as follows:

- (a) at the 300 000-tonne review provided for in Article 32, the Council shall:
 - (i) receive a statement from each member regarding the method by which it will finance its share of the contingency buffer stock pursuant to Article 28; and
 - (ii) make all financial and other arrangements which may be necessary for the prompt implementation of the contingency buffer stock including call-up of funds if necessary;
- (b) at the 400 000-tonne review provided for in Article 32, the Council shall ensure that:
 - (i) all members have provided financing for their respective shares of the contingency buffer stock; and
 - (ii) the contingency buffer stock has been invoked and is fully primed for action in accordance with the terms of Article 31.

Article 30

Price range

1. There shall be established, for the operations of the buffer stock:

- (a) a reference price;

- (b) a lower intervention price;
- (c) an upper intervention price;
- (d) a lower trigger action price;
- (e) an upper trigger action price;
- (f) a lower indicative price; and
- (g) an upper indicative price.

2. The reference price shall, on the entry into force of this Agreement, be initially fixed at 210 Malaysian/Singapore cents per kilogram. It shall be reviewed and revised in accordance with section A of Article 32.

3. There shall be an upper intervention price and a lower intervention price calculated respectively at plus and minus 15 % of the reference price unless the Council, by special vote, decides otherwise.

4. There shall be an upper trigger action price and a lower trigger action price calculated respectively at plus and minus 20 % of the reference price unless the Council, by special vote, decides otherwise.

5. The prices calculated in paragraphs 3 and 4 of this Article shall be rounded to the nearest cent.

6. Except as otherwise provided for in this Agreement, the lower indicative price shall be 150 Malaysian/Singapore cents per kilogram, and the upper indicative price shall be 270 Malaysian/Singapore cents per kilogram, for the first 30 months after the entry into force of this Agreement.

Article 31

Operation of the buffer stock

1. If, in relation to the price range provided for in Article 30, or as subsequently revised in accordance with the provisions of Articles 32 and 40, the market indicator price provided for in Article 33 is:

- (a) at or above the upper trigger action price, the buffer stock manager shall defend the upper trigger action price by offering natural rubber for sale until the market indicator price falls below the upper trigger action price;
- (b) above the upper intervention price, the buffer stock manager may sell natural rubber in defence of the upper trigger action price;
- (c) at the upper or lower intervention price, or between them, the buffer stock manager shall neither buy nor sell natural rubber, except in order to carry out his responsibilities for rotation under Article 36;

(d) below the lower intervention price, the buffer stock manager may buy natural rubber in defence of the lower trigger action price;

(e) at or below the lower trigger action price, the buffer stock manager shall defend the lower trigger action price by offering to buy natural rubber until the market indicator price exceeds the lower trigger action price.

2. When sales or purchases for the buffer stock reach the 400 000-tonne level, the Council shall, by special vote, decide whether to bring the contingency buffer stock into operation at:

- (a) the lower or upper trigger action price; or
- (b) any price between the lower trigger action price and the lower indicative price, or the upper trigger action price and the upper indicative price.

3. Unless the Council, by special vote, decides otherwise under paragraph 2 of this Article, the buffer stock manager shall use the contingency buffer stock to defend the lower indicative price by bringing the contingency buffer stock into operation when the market indicator price is at a level midway between the lower indicative price and the lower trigger action price, and to defend the upper indicative price by bringing the contingency buffer stock into operation when the market indicator price is at a level midway between the upper indicative price and the upper trigger action price.

4. The total facilities of the buffer stock, including the normal buffer stock and the contingency buffer stock, shall be fully utilized to ensure that the market indicator price does not fall below the lower indicative price or rise above the upper indicative price.

5. Sales and purchases by the buffer stock manager shall be effected through established commercial markets at prevailing prices, and all his transactions shall be in physical rubber for delivery not later than three calendar months forward.

6. To facilitate the operation of the buffer stock, the Council shall establish branch offices and such facilities of the buffer stock manager's office, where necessary, in established rubber markets and approved warehouse locations.

7. The buffer stock manager shall prepare a monthly report on buffer stock transactions and the buffer stock account's financial position. 60 days after the end of each month, the report for that month shall be made available to members.

8. The information on buffer stock transactions shall include quantities, prices, types, grades and markets of all buffer stock operations, including rotations effected. The information on the buffer stock account's financial position shall also include interest rates on and terms and conditions of deposits and loans, the currencies

operated in and other relevant information on the items referred to in paragraph 2 of Article 22.

Article 32

Review and revision of the price range

A. REFERENCE PRICE

1. Review and revision of the reference price shall be based on market trends and/or net changes in the buffer stock, subject to the provisions of this section of this Article. The reference price shall be reviewed by the Council every 18 months after the entry into force of this Agreement.

(a) If the average of the daily market indicator prices over the six-month period prior to a review is at the upper intervention price, at the lower intervention price or between these two prices, no revision of the reference price shall take place.

(b) If the average of the daily market indicator prices over the six-month period prior to a review is below the lower intervention price, the reference price shall be automatically revised downwards by 5 % of its level at the time of the review, unless the Council, by special vote, decides on a different percentage adjustment downwards of the reference price.

(c) If the average of the daily market indicator prices over the six-month period prior to a review is above the upper intervention price, the reference price shall be automatically revised upwards by 5 % of its level at the time of the review, unless the Council, by special vote, decides on a different percentage adjustment upwards of the reference price.

2. Following a net change in the buffer stock of 100 000 tonnes since the last assessment under this paragraph or the entry into force of this Agreement, the executive director shall convene a special session of the Council to assess the situation. The Council may, by special vote, decide to take appropriate measures which may include:

- (a) suspension of buffer stock operations;
- (b) change in the rate of buffer stock purchases or sales; and
- (c) revision of the reference price.

3. If net buffer stock purchases or sales amounting to 300 000 tonnes have taken place since (a) the entry into force of this Agreement, (b) the last revision under this paragraph, or (c) the last revision under paragraph 2 of this Article, whichever is most recent, the reference price shall be lowered or raised, respectively, by 3 % of its

current level unless the Council, by special vote, decides to lower or raise it, respectively, by a different percentage amount.

4. Any adjustments of the reference price for any reason shall not be such as to allow the trigger action prices to breach the lower or upper indicative prices.

B. INDICATIVE PRICES

5. The Council may, by special vote, revise the lower and upper indicative prices at reviews provided for in this section of this Article.

6. The Council shall ensure that any revision of indicative prices is consistent with evolving market trends and conditions. In this connection, the Council shall take into consideration the trend of natural rubber prices, consumption, supply, production costs and stocks, as well as the quantity of natural rubber held in the buffer stock and the financial position of the buffer stock account.

7. The lower and upper indicative prices shall be reviewed:

- (a) every 30 months after the entry into force of this Agreement;
- (b) in exceptional circumstances, at the request of a member or members accounting for 200 or more votes in the Council; and
- (c) when the reference price has been revised (i) downwards since the last revision of the lower indicative price or the entry into force of this Agreement, or (ii) upwards since the last revision of the upper indicative price or the entry into force of this Agreement, by at least 3 % under paragraph 3 of this Article and at least 5 % under paragraph 1 of this Article, or by at least this amount under paragraphs 1, 2 and/or 3 of this Article, provided that the average of the daily market indicator price for the 60 days subsequent to the last revision of the reference price is either below the lower intervention price or above the upper intervention price, respectively.

8. Notwithstanding paragraphs 5, 6 and 7 of this Article, there shall be no upward revision in the lower or upper indicative price if the average of the daily market indicator prices over the six-month period prior to a review of the price range under this Article is below the reference price. Similarly, there shall be no downward revision in the lower or upper indicative price if the average of the daily market indicator prices over the six-month period prior to a review of the price range under this Article is above the reference price.

*Article 33***Market indicator price**

1. There shall be established a daily market indicator price which shall be a composite, weighted average — reflecting the market in natural rubber — of daily official current-month prices on the Kuala Lumpur, London, New York and Singapore markets. Initially, the daily market indicator price shall comprise RSS 1, RSS 3 and TSR 20 and their weighting shall be equal. All quotations shall be converted into fob Malaysian/Singapore ports in Malaysian/Singapore currency.

2. The type/grade composition weightings and method of computing the daily market indicator price shall be reviewed and may, by special vote, be revised by the Council to ensure that it reflects the market in natural rubber.

3. The market indicator price shall be deemed above, at or below price levels specified in this Agreement if the average of the daily market indicator prices for the last five market days is above, at or below such price levels.

*Article 34***Composition of buffer stocks**

1. At its first session after the entry into force of this Agreement, the Council shall name the internationally recognized standard grades and types of ribbed smoked sheets and technically specified rubbers for inclusion in the buffer stock, provided that the following criteria are met:

- (a) the lowest grade and type of natural rubber authorized for inclusion in the buffer stock shall be RSS 3 and TSR 20; and
- (b) all grades and types allowed under subparagraph (a) of this paragraph which account for at least 3 % of the previous calendar year's international trade in natural rubber shall be named.

2. The Council may, by special vote, change these criteria and/or selected types/grades, if necessary to ensure that the composition of the buffer stock reflects the evolving market situation, attainment of the stabilization objectives of this Agreement and the need to maintain a high commercial standard of quality of buffer stocks.

3. The buffer stock manager should attempt to ensure that the composition of the buffer stock reflects export/import patterns of natural rubber, while promoting the stabilization objectives of this Agreement.

4. The Council may, by special vote, direct the buffer stock manager to change the composition of the buffer stock if the objective of price stabilization so dictates.

*Article 35***Location of buffer stocks**

1. The location of buffer stocks shall ensure economic and efficient commercial operations. In accordance with this principle, the buffer stocks shall be located in the territory of both exporting and importing members. The distribution of the buffer stocks among the members shall be effected in such a way as to attain the stabilization objectives of this Agreement while minimizing costs.

2. In order to maintain high commercial quality standards, buffer stocks shall be stored only in warehouses approved on the basis of criteria to be decided by the Council.

3. After the entry into force of this Agreement, the Council shall establish and approve a list of warehouses and the necessary arrangements for their use. The Council shall review this list periodically.

4. The Council shall also periodically review the location of the buffer stocks and may, by special vote, direct the buffer stock manager to change the location of the buffer stocks to ensure economic and efficient commercial operations.

*Article 36***Rotation of buffer stocks**

The buffer stock manager shall ensure that all buffer stocks are purchased and maintained at a high commercial standard of quality. He shall rotate natural rubber stored in the buffer stock as necessary to ensure such standards, taking into appropriate consideration the cost of such rotation and its impact on the stability of the market. The costs of rotation shall be brought into the buffer stock account.

*Article 37***Restriction or suspension of buffer stock operations**

1. Notwithstanding the provisions of Article 31, the Council, if in session, may, by special vote, restrict or

suspend the operations of the buffer stock, if in its opinion the discharge of the obligations laid upon the buffer stock manager by that Article will not achieve the objectives of this Agreement.

2. If the Council is not in session, the executive director may, after consultation with the chairman, restrict or suspend operations of the buffer stock, if in his opinion the discharge of the obligations laid upon the buffer stock manager by Article 31 will not achieve the objectives of this Agreement.

3. Immediately after a decision to restrict or suspend operations of the buffer stock under paragraph 2 of this Article, the executive director shall convene a session of the Council to review such decision. Notwithstanding the provisions of paragraph 4 of Article 14, the Council shall meet within seven days after the date of restriction or suspension and shall, by special vote, confirm or cancel such restriction or suspension. If the Council cannot come to a decision at that session, buffer stock operations shall be resumed without any restriction imposed under this Article.

Article 38

Penalties relating to contributions to the buffer stock account

1. If a member does not fulfil its obligation to contribute to the buffer stock account by the date such contribution becomes due, it shall be considered to be in arrears. A member in arrears for 60 days or more shall not count as a member for the purpose of voting on matters covered in paragraph 2 of this Article.

2. The voting and other rights in the Council of a member in arrears for 60 days or more under paragraph 1 of this Article shall be suspended, unless the Council, by special vote, decides otherwise.

3. A member in arrears shall bear interest charges at the prime rate in the host country beginning on the day such payments become due, unless these arrears are met by borrowing by the Council under Article 8, in which case that member in arrears shall bear the interest costs associated with such borrowing. Coverage of arrears by the remaining importing and exporting members shall be on a voluntary basis.

4. When the default has been remedied to the satisfaction of the Council, the voting and other rights of the member in arrears for 60 days or more shall be restored. If the arrears have been made good by other members, these members shall be fully reimbursed.

Article 39

Adjustments of contributions to the buffer stock account

1. When the votes are redistributed at the first session in each financial year the Council shall make the necessary adjustment of each member's contribution to the buffer stock account in accordance with the provisions of this Article. For this purpose, the executive director shall determine:

- (a) the net contribution of each member, by subtracting refunds of contributions to that member in accordance with paragraph 2 of this Article from the sum of all contributions made by that member since the entry into force of this Agreement;
- (b) total net contributions, by summing the net contributions of all members; and
- (c) the revised net contribution for each member, by apportioning the total net contributions among members on the basis of each member's revised voting share in the Council pursuant to Article 15, subject to paragraph 3 of Article 28, provided that the voting share of each member shall, for the purpose of this Article, be calculated without regard to the suspension of any member's voting rights or any redistribution of votes resulting therefrom.

Where a member's net contribution exceeds its revised net contribution, a refund of the difference shall be made to that member from the buffer stock account. Where a member's revised net contribution exceeds its net contribution, a payment of the difference shall be made by that member to the buffer stock account.

2. If the Council, having regard to paragraphs 2 and 3 of Article 29, decides that there are net contributions in excess of funds required to support buffer stock operations within the next four months, the Council shall refund such excess net contributions less initial contributions unless it decides, by special vote, either to make no such refund or to refund a smaller amount. Members' shares of the amount to be refunded shall be in proportion to their net cash contributions.

3. At the request of a member, the refund to which it is entitled may be retained in the buffer stock account. If a member requests that its refund be retained in the buffer stock account, this amount shall be credited against any additional contribution requested in accordance with Article 29.

4. The executive director shall immediately notify members of any required payments or refunds resulting from adjustments made in accordance with paragraphs 1 and 2 of this Article. Such payments by members or refunds to members shall be made within 60 days from the date the executive director issues such notification.

5. In the event that the amount of cash in the buffer stock account, after repayment of borrowing, if any,

exceeds the value of total net contributions paid by members, such surplus funds shall be distributed upon termination of this Agreement.

Article 40

The buffer stock and changes in exchange rates

1. In the event that the exchange rate between the Malaysian ringgit/Singapore dollar and the currencies of the major natural rubber exporting and importing members changes to the extent that the operations of the buffer stock are significantly affected, the executive director shall, in accordance with Article 37, or members may, in accordance with Article 14, call for a special session of the Council. The Council shall meet within 10 days to confirm or cancel measures already taken by the executive director pursuant to Article 37, and may, by special vote, decide to take appropriate measures, including the possibility of revising the price range, pursuant to the principles of the first sentences of paragraphs 1 and 6 of Article 32.

2. The Council shall, by special vote, establish a procedure to determine a significant change in the parities of these currencies for the sole purpose of ensuring the timely convening of the Council.

3. In the event that there is a divergency between the Malaysian ringgit and the Singapore dollar to the extent that buffer stock operations are significantly affected, the Council shall meet to review the situation and may consider the adoption of a single currency.

Article 41

Liquidation procedures for the buffer stock account

1. On termination of this Agreement, the buffer stock manager shall estimate the total expense of liquidating or transferring to a new international natural rubber agreement the assets of the buffer stock account in accordance with the provisions of this Article, and shall reserve that amount in a separate account. If these balances are inadequate, the buffer stock manager shall sell a sufficient quantity of natural rubber in the buffer stock to provide the additional sum required.

2. Each member's share in the buffer stock account shall be calculated as follows:

- (a) the value of the buffer stock shall be the value of the total quantity of natural rubber of each type/grade therein, calculated at the lowest of the current prices of the respective types/grades on markets referred to in Article 33 during the 30 market days preceding the date of termination of this Agreement;

- (b) the value of the buffer stock account shall be the value of the buffer stock plus the cash assets of the buffer stock account on the date of the termination of this Agreement less any amount reserved under paragraph 1 of this Article;

- (c) each member's net contribution shall be the sum of its contribution throughout the duration of this Agreement less all refunds made under Article 39;

- (d) if the value of the buffer stock account is either greater or less than total net contributions, the surplus or deficit, as the case may be, shall be allocated among members in proportion to each member's time-weighted net contribution share under this Agreement;

- (e) each member's share in the buffer stock account shall comprise its net contribution, reduced or increased by its shares in deficits or surpluses in the buffer stock account, and reduced by its share of liability, if any, for outstanding loans drawn by the Council on that liability, if any, for outstanding loans drawn by the Council on that member's behalf.

3. If this Agreement is to be immediately replaced with a new international natural rubber agreement, the Council shall, by special vote, adopt procedures to ensure efficient transfer to the new agreement, as required by that agreement, of shares in the buffer stock account of members which intend to participate in the new agreement. Any member which does not wish to participate in the new agreement shall be entitled to the payment of its share:

- (a) from available cash in proportion to its percentage share of the total net contributions to the buffer stock account, within two months; and
- (b) from the net proceeds from the disposal of the buffer stocks, by way of orderly sales or by way of transfer to the new international natural rubber agreement at current market prices, which must be concluded within 12 months;

unless the Council decides, by special vote, to increase payments under subparagraph (a) of this paragraph.

4. If this Agreement terminates without being replaced by a new international natural rubber agreement which provides for a buffer stock, the Council shall, by special vote, adopt procedures to govern orderly disposal of the buffer stock within the maximum period specified in paragraph 7 of Article 67, subject to the following constraints:

- (a) no further purchases of natural rubber shall be made;
- (b) the Organization shall incur no new expenses except those necessary to dispose of the buffer stock.

5. Subject to an election by any member to take natural rubber in accordance with paragraph 6 of this Article, any cash which remains in the buffer stock account shall be forthwith distributed to members in proportion to their shares as determined in paragraph 2 of this Article.

6. In lieu of all or part of a cash payment, each member may elect to take its share in the assets of the buffer stock account in natural rubber, subject to procedures adopted by the Council.

7. The Council shall adopt appropriate procedures for adjustment and payment of members' shares in the buffer stock account. This adjustment shall account for:

- (a) any discrepancy between the price of natural rubber specified in subparagraph (a) of paragraph 2 of this Article and the prices at which part or all of the buffer stock is sold pursuant to procedures for disposal of the buffer stock; and
- (b) the difference between estimated and actual liquidation expenses.

8. The Council shall, within 30 days following final transactions of the buffer stock account, meet to effect final settlement of accounts among members within 30 days thereafter.

CHAPTER IX

RELATIONSHIP WITH THE COMMON FUND

Article 42

Relationship with the common fund

When the common fund becomes operational, the Council shall take full advantage of the facilities of the common fund according to the principles set out therein. The Council shall for this purpose negotiate with the common fund mutually acceptable terms and modalities for an association agreement to be signed with the common fund.

CHAPTER X

SUPPLY MEASURES

Article 43

Supply availability

1. Exporting members to the fullest extent possible undertake to pursue policies and programmes which ensure continuous availability to consumers of natural rubber supplies.

2. Exporting members shall continue to seek to upgrade natural rubber and to achieve uniformity in quality specifications and presentation of natural rubber, in accordance with technological and market developments.

3. In the event of a potential shortage of natural rubber developing, the Council may make recommendations to relevant members on possible appropriate steps to ensure as rapid an increase as possible in natural rubber supplies.

Article 44

Other measures

1. With a view to achieving the objectives of this Agreement, the Council shall identify and propose appropriate measures and techniques directed towards promoting the development of the natural rubber economy by producing members through expanded and improved production, productivity and marketing, thereby increasing the export earnings of producing members while at the same time improving the reliability of supply.

2. For this purpose, the Committee on Other Measures shall undertake economic and technical analyses in order to identify:

- (a) natural rubber research and development programmes and projects of benefit to exporting and importing members, including scientific research in specific areas;
- (b) programmes and projects to improve the productivity of the natural rubber industry;
- (c) ways and means to upgrade natural rubber supplies and achieve uniformity in quality specification and presentation of natural rubber; and
- (d) methods of improving the processing, marketing and distribution of raw natural rubber.

3. The Council shall consider the financial implications of such measures and techniques and seek to promote and facilitate the provision of adequate financial resources, as appropriate, from such sources as international financial institutions and the second account of the common fund when established.

4. The Council may make recommendations, as appropriate, to members, international institutions and other organizations to promote the implementation of specific measures under this Article.

5. The Committee on Other Measures shall periodically review the progress of those measures which the Council decides to promote and recommend, and shall report thereon to the Council.

CHAPTER XI

CONSULTATION ON DOMESTIC POLICIES

Article 45

Consultation

The Council shall consult, at the request of any member, on government natural rubber policies directly affecting supply or demand. The Council may submit its recommendations to members for their consideration.

CHAPTER XII

STATISTICS, STUDIES AND INFORMATION

Article 46

Statistics and information

1. The Council shall collect, collate and as necessary publish such statistical information on natural rubber and related areas as is necessary for the satisfactory operation of this Agreement.

2. Members shall promptly and to the fullest extent possible furnish to the Council available data concerning production, consumption and international trade in natural rubber by specific grades.

3. The Council may also request members to furnish other information, including information on related areas, which may be required for the satisfactory operation of this Agreement.

4. Members shall furnish all the abovementioned statistics and information within a reasonable time to the fullest extent possible not inconsistent with their national legislation.

5. The Council shall establish close relationships with appropriate international organizations, including the International Rubber Study Group, and with commodity exchanges in order to help ensure the availability of recent and reliable data on production, consumption, stocks, international trade and prices of natural rubber, and other factors that influence demand and supply of natural rubber.

6. The Council shall endeavour to ensure that no information published shall prejudice the confidentiality of the operations of persons or companies producing, processing or marketing natural rubber or related products.

Article 47

Annual assessment, estimates and studies

1. The Council shall prepare and publish an annual assessment on the world natural rubber situation and related areas in the light of the information supplied by members and from all relevant intergovernmental and international organizations.

2. At least once in every half year, the Council shall also estimate production, consumption, exports and imports of natural rubber of all types and grades for the following six months. It shall inform the members of these estimates.

3. The Council shall undertake, or make appropriate arrangements to undertake, studies of trends in natural rubber production, consumption, trade, marketing and prices, as well as of the short-term and long-term problems of the world natural rubber economy.

Article 48

Annual review

1. The Council shall annually review the operation of this Agreement in the light of the objectives set out in Article 1. It shall inform members of the results of the review.

2. The Council may then formulate recommendations to members, and thereafter take measures within its competence to improve the effectiveness of the operation of this Agreement.

CHAPTER XIII

MISCELLANEOUS

Article 49

General obligations of members

1. Members shall for the duration of this Agreement use their best endeavours and cooperate to promote the attainment of the objectives of this Agreement and shall not take any action in contradiction to those objectives.

2. Members shall in particular seek to improve the conditions of the natural rubber economy and to encourage the production and use of natural rubber in order to promote the growth and the modernization of the natural rubber economy for the mutual benefit of producers and consumers.

3. Members shall accept as binding all decisions of the Council under this Agreement and will not implement measures which would have the effect of limiting or running counter to those decisions.

Article 50

Obstacles to trade

1. The Council shall, in accordance with the annual assessment of the world natural rubber situation referred to in Article 47, identify any obstacles to the expansion of trade in natural rubber in its raw, semi-processed or modified forms.

2. The Council may, in order to further the purposes of this Article, make recommendations to members to seek in appropriate international forums mutually acceptable practical measures designed to remove progressively, and where possible eliminate, such obstacles. The Council shall periodically examine the results of such recommendations.

Article 51

Transportation and market structure of natural rubber

The Council should encourage and facilitate the promotion of reasonable and equitable freight rates and improvements in the transport system, so as to provide regular supplies to markets and to effect savings in the cost of the products marketed.

Article 52

Differential and remedial measures

Developing importing members, and least developed countries which are members, whose interests are adversely affected by measures taken under this Agreement may apply to the Council for appropriate differential and remedial measures. The Council shall consider taking such appropriate measures in accordance with paragraphs 3 and 4 of section III of resolution 93 (IV) of the United Nations Conference on Trade and Development.

Article 53

Relief from obligations

1. Where it is necessary on account of exceptional circumstances or emergency or *force majeure* not expressly provided for in this Agreement, the Council may, by special vote, relieve a member of an obligation under this Agreement if it is satisfied by an explanation from that member regarding the reasons why the obligation cannot be met.

2. The Council, in granting relief to a member under paragraph 1 of this Article, shall state explicitly the terms and conditions on which, and the period for which, the member is relieved of such obligation, and the reasons for which the relief is granted.

Article 54

Fair labour standards

Members declare that they will endeavour to maintain labour standards designed to improve the levels of living of labour in their respective natural rubber sectors.

CHAPTER XIV

COMPLAINTS AND DISPUTES

Article 55

Complaints

1. Any complaint that a member has failed to fulfil its obligations under this Agreement shall, at the request of the member making the complaint, be referred to the Council, which, subject to prior consultation with the members concerned, shall take a decision on the matter.

2. Any decision by the Council that a member is in breach of its obligations under this Agreement shall specify the nature of the breach.

3. Whenever the Council, whether as the result of a complaint or otherwise, finds that a member has committed a breach of this Agreement, it may, by special vote, and without prejudice to such other measures as are specifically provided for in other Articles of this Agreement:

- (a) suspend that member's voting rights in the Council and, if it deems necessary, suspend any other rights of such member, including that of holding office in the Council or in any committee established under

Article 19, and of being eligible for membership of such committees, until it has fulfilled its obligations; or

- (b) take action under Article 65, if such breach significantly impairs the operation of this Agreement.

Article 56

Disputes

1. Any dispute concerning the interpretation or application of this Agreement which is not settled among the members involved shall, at the request of any member party to the dispute, be referred to the Council for decision.

2. In any case where a dispute has been referred to the Council under paragraph 1 of this Article, a majority of members holding at least one-third of the total votes may require the Council, after discussion, to seek the opinion of an advisory panel constituted under paragraph 3 of this Article on the issue in dispute before giving its decision.

3. (a) Unless the Council, by special vote, decides otherwise, the advisory panel shall consist of five persons as follows:

- (i) two persons, one having wide experience in matters of the kind in dispute and the other having legal standing and experience, nominated by the exporting members;
- (ii) two such persons nominated by the importing members; and
- (iii) a chairman selected unanimously by the four persons nominated under (i) and (ii) of this subparagraph or, if they fail to agree, by the Chairman of the Council.

(b) Nationals of members and of non-members shall be eligible to serve on the advisory panel.

(c) Persons appointed to the advisory panel shall act in their personal capacities and without instructions from any government.

(d) The expenses of the advisory panel shall be paid by the Organization.

4. The opinion of the advisory panel and the reasons therefor shall be submitted to the Council which, after considering all the relevant information, shall, by special vote, decide the dispute.

CHAPTER XV

FINAL PROVISIONS

Article 57

Signature

This Agreement shall be open for signature at United Nations Headquarters from 2 January to 30 June 1980 inclusive by the governments invited to the United Nations Conference on Natural Rubber, 1978.

Article 58

Depositary

The Secretary-General of the United Nations is hereby designated as the depositary of this Agreement.

Article 59

Ratification, acceptance and approval

1. This Agreement shall be subject to ratification, acceptance or approval by the signatory governments in accordance with their respective constitutional or institutional procedures.

2. Instruments of ratification, acceptance or approval shall be deposited with the depositary not later than 30 September 1980. The Council may, however, grant extensions of time to signatory governments which have been unable to deposit their instruments by that date.

3. Each government depositing an instrument of ratification, acceptance or approval shall, at the time of such deposit, declare itself to be an exporting member or an importing member.

Article 60

Notification of provisional application

1. A signatory government which intends to ratify, accept or approve this Agreement, or a government for which the Council has established conditions for accession but which has not yet been able to deposit its instrument, may at any time notify the depositary that it will fully apply this Agreement provisionally, either when it enters into force in accordance with Article 61, or if it is already in force, at a specified date.

2. Notwithstanding the provisions of paragraph 1 of this Article, a government may provide in its notification of provisional application that it will apply this Agreement only within the limitations of its constitutional and/or legislative procedures. However,

such government shall meet all its financial obligations pertaining to the administrative account. The provisional membership of a government which notifies in this manner shall not exceed 18 months from the provisional entry into force of this Agreement. In case of the need for a call-up of funds for the buffer stock account within the 18-month period, the Council shall decide on the status of a government holding provisional membership under this paragraph.

Article 61

Entry into force

1. This Agreement shall enter into force definitively on 1 October 1980 or on any date thereafter, if by that date governments accounting for at least 80 % of net exports as set out in Annex A to this Agreement, and governments accounting for at least 80 % of net imports as set out in Annex B to this Agreement have deposited their instruments of ratification, acceptance, approval or accession, or have assumed full financial commitment to this Agreement.

2. This Agreement shall enter into force provisionally on 1 October 1980, or on any date within two years thereafter, if by that date governments accounting for at least 65 % of net exports as set out in Annex A to this Agreement, and governments accounting for at least 65 % of net imports as set out in Annex B to this Agreement, have deposited their instruments of ratification, acceptance or approval, or have notified the depositary under Article 60 that they will apply this Agreement provisionally. The Agreement shall remain in force provisionally up to a maximum of 18 months, unless it enters into force definitively under paragraph 1 of this Article or the Council decides otherwise in accordance with paragraph 4 of this Article.

3. If this Agreement does not come into force provisionally under paragraph 2 of this Article within two years from 1 October 1980, the Secretary-General of the United Nations shall invite, at the earliest time he considers practicable after that date, the governments which have deposited instruments of ratification, acceptance, approval or accession, or have notified him that they will apply this Agreement provisionally, and all others which participated in the United Nations Conference on Natural Rubber, 1978, to meet with a view to recommending whether or not those governments in a position to do so should take the necessary steps to put this Agreement provisionally or definitively into force among themselves in whole or in part. If no conclusion is reached at this meeting, the Secretary-General may convene such further meetings as he considers appropriate.

4. If the requirements for definitive entry into force of this Agreement under paragraph 1 of this Article have not been met within 18 calendar months of the Agreement's provisional entry into force under paragraph 2 of this Article, the Secretary-General of the

United Nations shall, at the earliest time he considers practicable, but before the end of the 18-month period mentioned above, convene those governments which have deposited instruments of ratification, acceptance, approval or accession, or have notified him that they will apply this Agreement provisionally, and all others which participated in the United Nations Conference on Natural Rubber, 1978, to meet to review the future of this Agreement. Taking into account the recommendations of the meeting convened by the Secretary-General of the United Nations, the Council shall meet to decide the future of this Agreement. The Council shall, by special vote, then decide:

- (a) to put this Agreement definitively into force among the current members in whole or in part;
- (b) to keep this Agreement provisionally in force among the current members in whole or in part for an additional year; or
- (c) to renegotiate this Agreement.

If no decision is reached by the Council, this Agreement shall terminate at the expiry of the 18-month period.

5. For any government that deposits its instrument of ratification, acceptance, approval or accession after the entry into force of this Agreement, it shall enter into force for that government on the date of such deposit.

6. The Secretary-General of the United Nations shall convene the first session of the Council as soon as possible after the entry into force of this Agreement.

Article 62

Accession

1. This Agreement shall be open for accession by the governments of all States upon conditions established by the Council, which shall include a time limit for the deposit of instruments of accession. The Council may, however, grant extensions of time to governments which are unable to deposit their instruments of accession by the time limit set in the conditions of accession.

2. Accession shall be effected by the deposit of an instrument of accession with the depositary.

Article 63

Amendments

1. The Council may, by special vote, recommend amendments of this Agreement to the members.

2. The Council shall fix a date by which members shall notify the depositary of their acceptance of the amendment.

3. An amendment shall enter into force 90 days after the depositary has received notifications of acceptance from members constituting at least two-thirds of the exporting members and accounting for at least 85 % of the votes of the exporting members, and from members constituting at least two-thirds of the importing members and accounting for at least 85 % of the votes of the importing members.

4. After the depositary informs the Council that the requirements for entry into force of the amendment have been met, and notwithstanding the provisions of paragraph 2 of this Article relating to the date fixed by the Council, a member may still notify the depositary of its acceptance of the amendment, provided that such notification is made before the entry into force of the amendment.

5. Any member which has not notified its acceptance of an amendment by the date on which such amendment enters into force shall cease to be a contracting party as from that date, unless such member has satisfied the Council that its acceptance could not be obtained in time owing to difficulties in completing its constitutional or institutional procedures, and the Council decides to extend for that member the period for acceptance of the amendment. Such member shall not be bound by the amendment before it has notified its acceptance thereof.

6. If the requirements for the entry into force of the amendment have not been met by the date fixed by the Council in accordance with paragraph 2 of this Article, the amendment shall be considered withdrawn.

Article 64

Withdrawal

1. A member may withdraw from this Agreement at any time after the entry into force of this Agreement by giving notice of withdrawal to the depositary. That member shall simultaneously inform the Council of the action it has taken.

2. One year after its notice is received by the depositary, that member shall cease to be a contracting party to this Agreement.

Article 65

Exclusion

If the Council decides that any member is in breach of its obligations under this Agreement and decides further that such breach significantly impairs the operation of this Agreement, it may, by special vote, exclude that member from this Agreement. The Council shall

immediately so notify the depositary. One year after the date of the Council's decision, that member shall cease to be a contracting party to this Agreement.

Article 66

Settlement of accounts with withdrawing or excluded members or members unable to accept an amendment

1. In accordance with this Article, the Council shall determine any settlement of accounts with a member which ceases to be a contracting party to this Agreement owing to:

- (a) non-acceptance of an amendment to this Agreement pursuant to Article 63;
- (b) withdrawal from this Agreement pursuant to Article 64; or
- (c) exclusion from this Agreement pursuant to Article 65.

2. The Council shall retain any contribution paid to the administrative account by a member which ceases to be a contracting party to this Agreement.

3. The Council shall refund the share in the buffer stock account in accordance with Article 41 to a member which ceases to be a contracting party owing to non-acceptance of an amendment to this Agreement, withdrawal or exclusion, less its share in any surpluses.

- (a) Such refund to a member which ceases to be a contracting party owing to non-acceptance of an amendment to this Agreement shall be made one year after the amendment concerned enters into force.
- (b) Such refund to a member which withdraws shall be made within 60 days after that member ceases to be a contracting party to this Agreement, unless as a result of this withdrawal the Council decides to terminate this Agreement under paragraph 6 of Article 67 prior to such a refund, in which case the provisions of Article 41 and paragraph 7 of Article 67 shall apply.
- (c) Such refund to a member which is excluded shall be made within 60 days after a member ceases to be a contracting party to this Agreement.

4. In the event that the buffer stock account is unable to settle the payment in cash due under subparagraph (a), (b) or (c) of paragraph 3 of this Article without either undermining the viability of the buffer stock account or leading to a call-up of additional contributions from members to cover such refunds, payment shall be deferred until the requisite amount of natural rubber in the buffer stock can be sold at or above the upper intervention price. In the event that, before the end of the one-year period specified in Article 64, the Council informs a withdrawing member that payment will have to be deferred in accordance

with this paragraph, the period of one year between notification of intention to withdraw and the actual withdrawal may, if the withdrawing member so wishes, be extended until such time as the Council informs that member that payment of its share can be effected within 60 days.

5. A member which has received an appropriate refund under this Article shall not be entitled to any share of the proceeds of liquidation of the Organization. Nor shall such a member be liable for any deficit incurred by the Organization after such refund has been made.

Article 67

Duration, extension and termination

1. This Agreement shall remain in force for a period of five years after its entry into force, unless extended under paragraph 2, 3 or 4 of this Article or terminated under paragraph 5 or 6 thereof.

2. Before the expiry of the five-year period referred to in paragraph 1 of this Article, the Council may, by special vote, decide to extend this Agreement for a period not exceeding two years and/or to renegotiate it. The Council shall notify the depositary of any such decisions.

3. If, before the expiry of the five-year period referred to in paragraph 1 of this Article, negotiations for a new agreement to replace this Agreement have not yet been concluded, the Council may, by special vote, extend this Agreement for a period not exceeding two years. The Council shall notify the depositary of any such extension.

4. If, before the expiry of the five-year period referred to in paragraph 1 of this Article, a new agreement to replace this Agreement has been negotiated but has not yet entered into force either definitively or provisionally, the Council may, by special vote, extend this Agreement

until the provisional or definitive entry into force of the new agreement, provided that this extension shall not exceed two years. The Council shall notify the depositary of any such extension.

5. If a new international natural rubber agreement is negotiated and enters into force during any period of extension of this Agreement pursuant to paragraph 2, 3 or 4 of this Article, this Agreement, as extended, shall terminate upon the entry into force of the new agreement.

6. The Council may at any time, by special vote, decide to terminate this Agreement with effect from such date as it may determine. The Council shall notify the depositary of any such decision.

7. Notwithstanding the termination of this Agreement, the Council shall continue in being for a period not exceeding three years to carry out the liquidation of the Organization, including the settlement of accounts, and the disposal of assets in accordance with the provisions of Article 41 and subject to relevant decisions to be taken by special vote, and shall have during that period such powers and functions as may be necessary for these purposes.

Article 68

Reservations

Reservations may not be made with respect to any of the provisions of this Agreement.

Article 69

Authentic texts of this Agreement

The texts of this Agreement in the Chinese, English, French, Russian and Spanish languages shall be equally authentic.

In witness whereof the undersigned, having been duly authorized to this effect by their respective governments, have signed this Agreement on the dates appearing opposite their signatures.

Done at Geneva, this sixth day of October, one thousand nine hundred and seventy-nine.

Certified as an authentic text

E. V. MBULI
Secretary, United Nations
Conference on Natural Rubber, 1978

ANNEX A

Shares of individual exporting countries in total net exports of countries participating in the United Nations Conference on Natural Rubber as established for the purposes of Article 61

	% ⁽¹⁾
Bolivia	0.081
Cameroon	0.514
India	0.199
Indonesia	25.387
Liberia	2.551
Malaysia	48.218
Nigeria	1.313
Papua New Guinea	0.150
Philippines	0.018
Singapore	4.406
Sri Lanka	4.367
Thailand	12.004
Zaire	0.792
Total	100.000

ANNEX B

Shares of individual importing countries and groups of countries in total net imports of countries participating in the United Nations Conference on Natural Rubber as established for the purposes of Article 61

	% ⁽²⁾
Algeria	0.081
Australia	1.467
Austria	0.683
Brazil	1.836
Bulgaria	0.394
Canada	2.934
China	7.707
Czechoslovakia	1.810
Ecuador	0.050
Egypt	0.097
EEC	23.283
Belgium/Luxembourg	0.772
Denmark	0.171
France	5.428
Germany	6.435
Ireland	0.273
Italy	4.150
Netherlands	0.733
United Kingdom	5.321
Iraq	0.051
Finland	0.226
German Democratic Republic	1.258
Ghana	0.141
Guatemala	0.070
Hungary	0.534
Japan	10.780
Madagascar	0.000

⁽¹⁾ Shares are percentages of total net exports of natural rubber in the five-year period 1974 to 1978.

⁽²⁾ Shares are percentages of total net imports of natural rubber in the three-year period 1976 to 1978.

Malta	0.000
Mexico	1.325
Morocco	0.150
New Zealand	0.291
Norway	0.094
Panama	0.000
Peru	0.225
Poland	1.980
Republic of Korea	3.189
Romania	1.529
Somalia	0.000
Spain	3.178
Sweden	0.439
Switzerland	0.122
Syrian Arab Republic	0.014
Tunisia	0.008
Turkey	0.758
Union of Soviet Socialist Republics	7.148
United States	24.756
Uruguay	0.117
Venezuela	0.306
Yugoslavia	0.969
Total	<u>100.000</u>

ANNEX C

Cost of the buffer stock as estimated by the Chairman of the United Nations Conference on Natural Rubber, 1978

In normal circumstances the cost of acquiring and operating a buffer stock of 550 000 tonnes might be calculated by multiplying this figure by the lower trigger action price of 168 Malaysian/Singapore cents per kilogram and adding a further 10 % thereof.

COMMISSION

COMMISSION DECISION

of 8 July 1980

laying down additional provisions concerning statistical surveys of areas under vines

(80/763/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community,

Having regard to Council Regulation (EEC) No 357/79 of 5 February 1979 on statistical surveys of areas under vines ⁽¹⁾, and in particular Article 6 (2) thereof,

Whereas, because of the existence within the Community of growing areas with very varied yields, the areas under vines cultivated with wine-grape varieties should, in order to monitor developments in wine-growing potential effectively, be subdivided into yield classes based upon the mean yield per hectare;

Whereas, pursuant to Article 6 (2) of Regulation (EEC) No 357/79, such yield classes shall be established in accordance with the procedure laid down in Article 8 of that Regulation;

Whereas the measures provided for by this Decision are in accordance with the opinion of the Standing Committee for Agricultural Statistics,

HAS ADOPTED THIS DECISION:

Article 1

The yield classes referred to in Article 6 (2) of Regulation (EEC) 357/79 shall be those indicated in the Annex.

Article 2

This Decision is addressed to the Member States.

Done at Brussels, 8 July 1980.

For the Commission

François-Xavier ORTOLI

Vice-President

⁽¹⁾ OJ No L 54, 5. 3. 1979, p. 124.

ANNEX

YIELD CLASSES

(in hl/ha of grape must or wine)

Yield classes	Quality wines psr	Other wines
I	< 30	< 40
II	30 — 70	40 — 70
III	70 — 110	70 — 100
IV	> 110	100 — 130
V		> 130

COMMISSION DECISION

of 8 July 1980

establishing the schedule of tables and definitions relating to intermediate statistical surveys
of areas under vines

(80/764/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

HAS ADOPTED THIS DECISION:

Having regard to the Treaty establishing the European Economic Community,

Article 1

Having regard to Council Regulation (EEC) No 357/79 of 5 February 1979 on statistical surveys of areas under vines ⁽¹⁾, and in particular to Article 5 (5) and Article 6 (7) thereof,

The form of the schedule of tables for the intermediate surveys on areas under vines and for the data referred to in Article 6 of Regulation (EEC) No 357/79 shall be as laid down in Annex I.

Whereas, pursuant to Article 5 (5) of Regulation (EEC) No 357/79, the Member States must submit the results of the intermediate surveys in the form of a schedule of tables to be adopted in accordance with the procedure laid down in Article 8 of that Regulation;

Article 2

The definitions relating to the intermediate surveys shall be as laid down in Annex II.

Whereas, in order to ensure comparability of the data given in these tables, certain definitions relating to the intermediate surveys should be laid down;

Article 3

This Decision is addressed to the Member States.

Whereas, pursuant to Article 6 (7) of Regulation (EEC) No 357/79, the information referred to in Article 6 must be forwarded to the Commission in the form of a schedule of tables to be adopted in accordance with the procedure laid down in Article 8 of that Regulation;

Done at Brussels, 8 July 1980.

Whereas the measures provided for in this Decision are in accordance with the opinion of the Standing Committee for Agricultural Statistics,

For the Commission

François-Xavier ORTOLI

Vice-President

⁽¹⁾ OJ No L 54, 5. 3. 1979, p. 124.

ANNEX I

TABLE 5

**AREA UNDER WINE-GRAPE VARIETIES BROKEN DOWN BY TYPE OF PRODUCTION AND
BY YIELD CLASS IN ha**

Geographical unit	All	For production of quality wines psr				
		Total	Yield class			
			I	II	III	IV
			1	2	3	4
In production						
Not yet in production			(*)	(*)	(*)	(*)

Geographical unit	For production of other wines					
	Total	Yield class				
		I	II	III	IV	V
		7	8	9	10	11
In production						
Not yet in production		(*)	(*)	(*)	(*)	(*)

(*) Optional.

TABLE 6

CHANGES IN AREAS UNDER WINE-GRAPE VINES BROKEN DOWN BY TYPE OF PRODUCTION AND BY YIELD CLASS DURING THE WINE-GROWING YEAR 19.../...., IN ha

Situation at the end of the wine-growing year	All	For production of quality wines psr				
		Total	Yield class			
			I	II	III	IV
Changes by geographical unit						
	1	2	3	4	5	6
Grubbed or no longer cultivated						
Planted			(*)	(*)	(*)	(*)
Replanted			(*)	(*)	(*)	(*)

Situation at the end of the wine-growing year	For production of other wines					
	Total	Yield class				
		I	II	III	IV	V
Changes by geographical unit						
	7	8	9	10	11	12
Grubbed or no longer cultivated						
Planted		(*)	(*)	(*)	(*)	(*)
Replanted		(*)	(*)	(*)	(*)	(*)

(*) Optional.

TABLE 7

PRODUCTION IN hl FROM THE AREA UNDER WINE-GRAPE VINES BROKEN DOWN
BY YIELD CLASSES AND MEAN NATURAL ALCOHOLIC STRENGTH ESTIMATED IN
ACCORDANCE WITH THE TYPE OF PRODUCTION FOR THE WINE-GROWING YEAR
19../....

Geographical unit	For production of quality wines psr				
	Production in hl of grape must or wine				mean natural alcoholic strength in % vol or mean density in ° Oechsle
	Yield class				
	I	II	III	IV	
	1	2	3	4	5
Geographical unit	For production of other wines				
	Production in hl of grape must or wine				mean natural alcoholic strength in % vol or mean density in ° Oechsle
	Yield class				
	I	II	III	IV	
	6	7	8	9	10

TABLE 8

ESTIMATED TREND IN PRODUCTION FROM THE AREA UNDER WINE-GRAPE VINES BY
TYPE OF PRODUCTION AND YIELD CLASS OVER THE WINE-GROWING YEARS 19../....
TO 19../....

Geographical unit	Difference in production ($\pm$ %) between 19 ../.... and 19 ../....			
	For production of quality wines psr			
	Yield class			
	I	II	III	IV
	1	2	3	4

Geographical unit	Difference in production ($\pm$ %) between 19 ../.... and 19 ../....				
	For production of other wines				
	Yield class				
	I	II	III	IV	V
	5	6	7	8	9

ANNEX II

Within the meaning of this Decision, the following definitions apply:

- (a) holding:
a technico-economic unit under a single management and producing agricultural products;
- (b) area cultivated:
the total area of land under vines, in production or not yet in production, intended for the production of grapes and/or vegetative propagation material for vines and subjected to regular cultivation to obtain a marketable product;
- (c) area under wine-grape varieties for quality wines psr:
area under wine-grape varieties suitable for the production of quality wines produced in specified regions (psr) conforming to the provisions of Council Regulation (EEC) No 338/79 of 5 February 1979 ⁽¹⁾ and to the provisions laid down to implement this Regulation, as well as to the national provisions taken in application of Article 19 of this same Regulation;
- (d) area under wine-grape varieties for other wines:
area under wine-grape varieties cultivated for the production of wines other than quality wines psr;
- (e) wine-growing year:
the wine-growing year begins on 1 September and ends on 31 August;
- (f) wine-grape varieties:
as defined in Council Regulation (EEC) No 347/79 of 5 February 1979 on general rules for the classification of vine varieties ⁽²⁾;
- (g) grubbing:
complete removal of all roots on an area planted with vines;
- (h) discontinuation:
cessation of regular cultivation operations on the areas planted with vines to obtain a marketable product;
- (i) planting:
definitive establishment of vine plants or parts of plants, grafted or not, with a view to production of grapes or the establishment of a parent vine for root-stock;
- (l) replanting right:
the right to replant vines as a single crop on an area equivalent to that grubbed, under the circumstances laid down by Regulation (EEC) No 337/79 over the period of the eight wine-growing years following the year during which the grubbing, duly declared, took place;
- (m) replanting:
planting of vines in accordance with a right of replanting;
- (n) new planting:
vine planting which does not correspond to the definition of replanting given in (m).

⁽¹⁾ OJ No L 54, 5. 3. 1979, p. 48.

⁽²⁾ OJ No L 54, 5. 3. 1979, p. 75.

COMMISSION DECISION

of 8 July 1980

laying down a code and standard rules for the transcription into a machine-readable form of
the data relating to intermediate statistical surveys of areas under vines

(80/765/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

HAS ADOPTED THIS DECISION:

Having regard to the Treaty establishing the European
Economic Community,

Having regard to Council Regulation (EEC) No 357/79
of 5 February 1979 on statistical surveys of areas
under vines ⁽¹⁾, and in particular Articles 5 (6) and
Article 6 (7) thereof,

Whereas Article 5 (6) of Regulation (EEC) No 357/79
provides that Member States which process the results
of their basic surveys electronically shall submit the
results in a machine-readable form;

Whereas the equipment which the Commission has
available for analyzing the results of the statistical
surveys of the areas under vines and the need for its
rational use require that a standard format be
prescribed for the transcription of the data into a
machine-readable form to be determined in accordance
with the procedure laid down in Article 8 of the said
Regulation;

Whereas for practical reasons the Member States should
forward the data referred to in Article 6 of Regulation
(EEC) No 357/79 also in machine-readable form;

Whereas the measures provided for in this Decision are
in accordance with the opinion of the Standing
Committee for Agricultural Statistics,

Article 1

The machine-readable form for submission of the data
provided for in Articles 5 and 6 of Regulation (EEC)
No 357/79 by those Member States which process their
survey results electronically shall be magnetic tape.

Article 2

The code and rules governing the transcription on to
magnetic tape of the data provided for in Articles 5
and 6 of Regulation (EEC) No 357/79 shall be as set
out in the Annexes hereto.

Article 3

This Decision is addressed to the Member States.

Done at Brussels, 8 July 1980.

For the Commission

François-Xavier ORTOLI

Vice-President

⁽¹⁾ OJ No L 54, 5. 3. 1979, p. 124.

ANNEX I

**MAGNETIC TAPE SPECIFICATION FOR THE DELIVERY TO EUROSTAT OF THE DATA ON
THE BASIC SURVEYS OF THE AREAS UNDER VINES**

(Council Regulation (EEC) No 357/79)

GENERAL PROVISIONS

- I. The information recorded in accordance with the characteristics referred to in Articles 5 and 6 of Regulation (EEC) No 357/79 is to be delivered to Eurostat in the following form by those Member States which process their information electronically:
 1. The information shall refer to summaries of holdings if the survey is exhaustive (or to raised summaries of holdings if the survey is based on random sampling) and not to individual holdings.
 2. The information shall be delivered on nine-track magnetic tape/1600 BPI (630 bytes/cm) standard label.
 3. The information shall be of fixed record length consisting of 145 positions, and shall be recorded in EBCDIC.
 4. The first two fields of each record shall contain information to permit identification. The first field (three positions) identifies the geographical unit, the codification of which is given in the detailed provisions and in Annex II.
 5. The second field (two positions) identifies the table in the schedule of tables provided for in Council Regulation (EEC) No 357/79. The codification of these tables is given in the detailed provisions.
 6. The number and size of the fields in each record vary according to the table. If all the 145 positions are not filled in the case of certain tables, the record shall be completed by blanks.
 7. The information shall be entered right justified in each field and noughts added to fill in. If any optional information is not supplied the record shall be completed by blanks in the corresponding bytes.
 8. Surface area data shall be given in areas, production data in hl.
 9. Member States shall have a choice of blocking factor and shall inform Eurostat which blocking factor has been used.
 10. The record shall be sorted according to geographical unit, table and changes in that order.
 11. Standard administrative procedures governing the transmission of the magnetic tape files to Eurostat shall be established jointly by Eurostat and the Member States.
- II. The following pages give for each table and for the various items of a record:
 - (a) the codes which are to be used;
 - (b) the maximum number of digits required for the item in question;
 - (c) the consecutive numbering of the positions for the various items.

DETAILED PROVISIONS

The first two fields of each record contain the following information:

	Code	Number of digits	Byte number on tape
1. Geographical unit	See Annex II	3	1 — 3
2. Tables		2	4 — 5
5 (1)	50		
6	60		
7 (1)	70		
8 (1)	80		

(1) For these tables, it would be desirable for Member States which process their intermediate survey information electronically to send the information provided for in Article 6 of Regulation (EEC) No 357/79 to Eurostat on magnetic tape.

TABLE 5 (*)			
5.1. Type of area		1	6
In production	1		
Not yet in production	2		
5.2. All			
Area (ares)		10	7 — 16
5.3. Quality wines psr			
Total areas (ares)		10	17 — 26
Yield class I			
Classification	11	2	27 — 28
Area (ares)		10	29 — 38
Yield class II			
Classification	12	2	39 — 40
Area (ares)		10	41 — 50
Yield class III			
Classification	13	2	51 — 52
Area (ares)		10	53 — 62
Yield class IV			
Classification	14	2	63 — 64
Area (ares)		10	65 — 74
5.4. Other wines			
Total area (ares)		10	75 — 84
Yield class I			
Classification	21	2	85 — 86
Area (ares)		10	87 — 96
Yield class II			
Classification	22	2	97 — 98
Area (ares)		10	99 — 108
Yield class III			
Classification	23	2	109 — 110
Area (ares)		10	111 — 120
Yield class IV			
Classification	24	2	121 — 122
Area (ares)		10	123 — 132
Yield class V			
Classification	25	2	133 — 134
Area (ares)		10	135 — 144

(*) Specification: see Annex I to Commission Decision 79/491/EEC.

	Code	Number of digits	Byte number on tape
TABLE 6			
6.1. Wine-growing year		1	6
1979/81	2		
1981/82	3		
1982/83	4		
1983/84	5		
1984/85	6		
1985/86	7		
1986/87	8		
1987/88	9		
6.2. Changes		1	7
Grubbed or no longer cultivated	1		
Planted	2		
Replanted	3		
6.3. Total			
Area (are)		10	8 — 17
6.4. Quality wines psr			
Total area (ares)		10	18 — 27
Yield class I			
Classification	11	2	28 — 29
Area (ares)		10	30 — 39
Yield class II			
Classification	12	2	40 — 41
Area (ares)		10	42 — 51
Yield class III			
Classification	13	2	52 — 53
Area (ares)		10	54 — 63
Yield class IV			
Classification	14	2	64 — 65
Area (ares)		10	66 — 75
6.5. Other wines			
Total area (ares)		10	76 — 85
Yield class I			
Classification	21	2	86 — 87
Area (ares)		10	88 — 97
Yield class II			
Classification	22	2	98 — 99
Area (ares)		10	100 — 109
Yield class III			
Classification	23	2	110 — 111
Area (ares)		10	112 — 121
Yield class IV			
Classification	24	2	122 — 123
Area (ares)		10	124 — 133
Yield class V			
Classification	25	2	134 — 135
Area (ares)		10	136 — 145

	Code	Number of digits	Byte number on tape
TABLE 7			
7.1. Wine-growing year		1	6
1979/81	2		
1981/82	3		
1982/83	4		
1983/84	5		
1984/85	6		
1985/86	7		
1986/87	8		
1987/88	9		
7.2. Alcoholic strength unit		1	7
% vol	1		
° Oechsle	2		
7.3. Quality wines psr			
Yield class I			
Classification	11	2	8 — 9
Production (hl)		10	10 — 19
Yield class II			
Classification	12	2	20 — 21
Production (hl)		10	22 — 31
Yield class III			
Classification	13	2	32 — 33
Production (hl)		10	34 — 43
Yield class IV			
Classification	14	2	44 — 45
Production (hl)		10	46 — 55
Alcoholic strength (1 decimal place, 1 virtual point)		3	56 — 58
7.4. Other wines			
Yield class I			
Classification	21	2	59 — 60
Production (hl)		10	61 — 70
Yield class II			
Classification	22	2	71 — 72
Production (hl)		10	73 — 82
Yield class III			
Classification	23	2	83 — 84
Production (hl)		10	85 — 94
Yield class IV			
Classification	24	2	95 — 96
Production (hl)		10	97 — 106
Yield class V			
Classification	25	2	107 — 108
Production (hl)		10	109 — 118
Alcoholic strength (1 decimal place, 1 virtual point)		3	119 — 121

	Code	Number of digits	Byte number on tape
TABLE 8			
8.1. First year	Current year	4	6 — 9
8.2. Sign			
+	1	1	
—	2		
8.3. Quality wines psr			
Yield class I			
Classification	11	2	10 — 11
Sign		1	12
Changes (1 decimal point, 1 virtual point)		3	13 — 15
Yield class II			
Classification	12	2	16 — 17
Sign		1	18
Changes		3	19 — 21
Yield class III			
Classification	13	2	22 — 23
Sign		1	24
Changes		2	25 — 27
Yield class IV			
Classification	14	2	28 — 29
Sign		1	30
Changes		3	31 — 33
8.4. Other wines			
Yield class I			
Classification	21	2	34 — 35
Sign		1	36
Changes		3	37 — 39
Yield class II			
Classification	22	2	40 — 41
Sign		1	42
Changes		3	43 — 45
Yield class III			
Classification	23	2	46 — 47
Sign		1	48
Changes		3	49 — 51
Yield class IV			
Classification	24	2	52 — 53
Sign		1	54
Changes		3	55 — 57
Yield class V			
Classification	25	2	58 — 59
Sign		1	60
Changes		3	61 — 63

ANNEX II

GEOGRAPHICAL UNITS PROVIDED FOR IN ARTICLE 4 (3) OF COUNCIL REGULATION
(EEC) No 357/79

	Code		Code
FEDERAL REPUBLIC OF GERMANY (Wine-growing regions)	010	ITALY	562
Ahr	110	Torino	590
Mittelrhein	111	Vercelli	591
Mosel-Saar-Ruwer	112	Novara	592
Nahe	113	Cuneo	593
Rheinhessen	114	Asti	594
Rheinpfalz	115	Alessandria	595
Hessische Bergstraße	116	Valle d'Aosta	575
Rheingau	117		
Württemberg	118	Imperia	596
Baden	119	Savona	597
Franken	120	Genova	598
		La Spezia	599
		Varese	600
		Como	601
FRANCE	430	Sondrio	602
Départements or groups of départements:		Milano	603
Aude	543	Bergamo	604
Gard	544	Brescia	605
Hérault	545	Pavia	606
Lozère	546	Cremona	607
Pyrénées-Orientales	547	Mantova	608
Var	552	Bolzano-Bozen	609
Vaucluse	553	Trento	610
Bouches-du-Rhône	551	Verona	611
Gironde	516	Vicenza	612
Gers	523	Belluno	613
Charente	511	Treviso	614
Charente-Maritime	512	Venezia	615
Ardeche	532	Padova	616
Aisne	472	Rovigo	617
Seine-et-Marne	461		
Ardennes — Aube — Marne — Haute-Marne	439	Pordenone	618
Cher — Eure-et-Loir — Indre — Indre-et-Loire —		Udine	619
Loir-et-Cher — Loiret	442	Gorizia	620
Côte-d'Or — Nièvre — Saône-et-Loire — Yonne	444	Trieste	621
Meurthe-et-Moselle — Meuse — Moselle —			
Vosges	445	Piacenza	622
Bas-Rhin — Haut-Rhin	446	Parma	623
Doubs — Jura — Haute-Saône —		Reggio nell'Emilia	624
Territoire de Belfort	447	Modena	625
Loire-Atlantique — Maine-et-Loire — Sarthe —		Bologna	626
Vendée	448	Ferrara	627
Deux-Sèvres — Vienne	401	Ravenna	628
Dordogne — Landes — Lot-et-Garonne —		Forli	629
Pyrénées Atlantiques	402		
Ariège — Aveyron — Haute-Garonne — Lot —		Massa Carrara	630
Hautes-Pyrénées — Tarn — Tarn-et-Garonne	403	Lucca	631
Corrèze — Haute-Vienne	453	Pistoia	632
Ain — Drôme — Isère — Loire — Rhône —		Firenze	633
Savoie — Haute-Savoie	404	Livorno	634
Cantal — Allier — Haute-Loire — Puy-de-Dôme	455	Pisa	635
Alpes-de-Haute-Provence — Hautes-Alpes —		Arezzo	636
Alpes-Maritimes	405	Siena	637
Corse-du-Sud — Haute-Corse	458	Grosseto	638

	Code		Code
Perugia	639	Brindisi	664
Terni	640	Lecce	665
Pesaro e Urbino	641		
Ancona	642	Potenza	666
Macerata	643	Matera	667
Ascoli Piceno	644		
Viterbo	645	Cosenza	668
Rieti	646	Catanzaro	669
Roma	647	Reggio di Calabria	670
Latina	648		
Frosinone	649	Trapani	671
		Palermo	672
Caserta	650	Messina	673
Benevento	651	Agrigento	674
Napoli	652	Caltanissetta	675
Avellino	653	Enna	676
Salerno	654	Catania	677
		Ragusa	678
L'Aquila	655	Siracusa	679
Teramo	656		
Pescara	657	Sassari	680
Chieti	658	Nuoro	681
		Cagliari	682
Campobasso	659	Oristano	683
Isernia	660		
Foggia	661		
Bari	662	LUXEMBOURG	805
Taranto	663	Forms a single geographical unit	

COMMISSION DIRECTIVE

of 8 July 1980

laying down the Community method of analysis for the official control of the vinyl chloride monomer level in materials and articles which are intended to come into contact with foodstuffs

(80/766/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

HAS ADOPTED THIS DIRECTIVE:

Having regard to the Treaty establishing the European Communities,

Having regard to Council Directive 78/142/EEC of 30 January 1978 on the approximation of the laws of the Member States relating to materials and articles which contain vinyl chloride monomer and are intended to come into contact with foodstuffs ⁽¹⁾, and in particular Article 3 thereof,

Whereas Article 2 of Directive 78/142/EEC lays down that such materials and articles must not contain vinyl chloride monomer in a quantity exceeding 1 milligram per kilogram in the final product and Article 3 that this limit must be controlled by a Community analysis method;

Whereas, on the basis of a series of inter-laboratory collaborative trials, the method described in the Annex has proved to be sufficiently accurate and reproducible to be adopted as a Community method;

Whereas the measures provided for in this Directive are in accordance with the opinion of the Standing Committee on Foodstuffs,

Article 1

The Member States shall require that the analysis necessary for official control of the vinyl chloride monomer level in materials and articles intended to come into contact with foodstuffs, referred to in the Annex as 'materials and articles', shall be performed according to the method described in the Annex.

Article 2

The Member States shall bring into force the laws, regulations and administrative provisions necessary to comply with this Directive not later than 18 months following its notification. They shall forthwith inform the Commission thereof.

Article 3

This Directive is addressed to the Member States.

Done at Brussels, 8 July 1980.

For the Commission

Etienne DAVIGNON

Member of the Commission

⁽¹⁾ OJ No L 44, 15. 2. 1978, p. 15.

ANNEX

DETERMINATION OF THE VINYL CHLORIDE MONOMER LEVEL IN MATERIALS AND ARTICLES

1. SCOPE AND FIELD OF APPLICATION

The method determines the vinyl chloride monomer level in materials and articles.

2. PRINCIPLE

The level of vinyl chloride monomer level (VC) in materials or articles is determined by means of gas-chromatography using the 'headspace' method after dissolution or suspension of the sample in N,N-dimethylacetamide.

3. REAGENTS

3.1. Vinyl chloride (VC), of purity greater than 99.5 % (v/v).

3.2. N,N-dimethylacetamide (DMA), free from any impurity with the same retention time as VC or as the internal standard (3.3) under the conditions of the test.

3.3. Diethyl ether or cis-2-butene, in DMA (3.2) as the internal standard solution. These internal standards must not contain any impurity with the same retention time as VC, under the conditions of the test.

4. APPARATUS

N.B.

An instrument or piece of apparatus is mentioned only if it is special or made to particular specifications. Usual laboratory apparatus is assumed to be available.

4.1. Gas-chromatograph fitted with automatic head-space sampler or with facilities for manual sample injection.

4.2. Flame ionization detector or other detectors mentioned in point 7.

4.3. Gas-chromatographic column.

The column must permit the separation of the peaks of air, of VC and of the internal standard, if used.

Furthermore, the combined 4.2 and 4.3 system must allow the signal obtained with a solution containing 0.02 mg VC/litre DMA or 0.02 mg VC/kg DMA to be equal to at least five times the background noise.

4.4. Sample phials or flasks fitted with silicon or butyl rubber septa.

When using manual sampling techniques the taking of a sample from the headspace with a syringe may cause a partial vacuum to form inside the phial or flask. Hence, for manual techniques where the phials are not pressurized before the sample is taken, the use of large phials is recommended.

4.5. Micro-syringes.

4.6. Gas-tight syringes for manual headspace sampling.

4.7. Analytical balance accurate to 0.1 mg.

5. PROCEDURE

CAUTION: VC is a hazardous substance and a gas at ambient temperature, therefore the preparation of solutions should be carried out in a well-ventilated fume cupboard.

N.B.

- Take all the necessary precautions to ensure that no VC or DMA is lost;
- When employing manual sampling techniques an internal standard (3.3) should be used;
- When using an internal standard, the same solution must be utilized throughout the procedure.

5.1. Preparation of concentrated standard VC solution at approximately 2 000 mg/kg

Accurately weigh to the nearest 0.1 mg a suitable glass vessel and place in it a quantity (e.g. 50 ml) of DMA (3.2). Re-weigh. Add to the DMA a quantity (e.g. 0.1 g) of VC (3.1) in liquid or gas form, injecting it slowly on to the DMA. The VC may also be added by bubbling it into the DMA, provided that a device is used which will prevent loss of DMA. Re-weigh to the nearest 0.1 mg. Wait two hours to allow equilibrium to be attained. Keep the standard solution in a refrigerator.

5.2. Preparation of dilute standard VC solution

Take a weighed amount of concentrated standard solution of VC (5.1) and dilute, to a known volume or a known weight, with DMA (3.2) or with internal standard solution (3.3). The concentration of the resultant dilute standard solution is expressed as mg/l or mg/kg respectively.

5.3. Preparation of the calibration curve

- N.B.
- the curve must comprise at least seven pairs of points,
 - the repeatability of the responses ⁽¹⁾ must be lower than 0.02 mg VC/l or kg of DMA,
 - the curve must be calculated from these points by the least squares technique, i.e. the regression line must be calculated using the following equation

$$y = a_1x + a_0$$

$$\text{where: } a_1 = \frac{n \sum xy - (\sum x) \cdot (\sum y)}{n \sum x^2 - (\sum x)^2}$$

$$\text{and: } a_0 = \frac{(\sum y) \cdot (\sum x^2) - (\sum x) \cdot (\sum xy)}{n \sum x^2 - (\sum x)^2}$$

where:

y = the height or area of peaks in any single determination,

x = the corresponding concentration on the regression line,

n = number of determinations carried out ($n \geq 14$),

- the curve must be linear, i.e. the standard deviation (s) of the differences between the measured responses (y_i) and the corresponding value of the responses calculated from the regression line (z_i) divided by the mean value ($\bar{y}$) of all the measured responses shall not exceed 0.07:

This shall be calculated from: $\frac{s}{\bar{y}} \leq 0.07$

$$\text{where: } s = \sqrt{\frac{\sum_{i=1}^n (y_i - z_i)^2}{n - 1}}$$

$$\bar{y} = \frac{1}{n} \sum_{i=1}^n y_i$$

y_i = each individual measured response,

z_i = the corresponding value of the response (y_i) on the calculated regression line,

$n \geq 14$.

⁽¹⁾ See recommendation ISO DIS 5725 : 1977.

Prepare two series of at least seven phials (4.4). Add to each phial volumes of dilute standard VC solution (5.2) and DMA (3.2) or internal standard solution in DMA (3.3) such that the final VC concentration of the duplicate solutions will be approximately equal to 0; 0.050; 0.075; 0.100; 0.125; 0.150; 0.200, etc. mg/l or mg/kg of DMA and that all the phials contain the same quantity of DMA that is to be used under point 5.5. Seal the phials and proceed as described under point 5.6. Construct a graph in which the ordinate values show the areas (or heights) of the VC peaks of the duplicate solutions or the ratio of these areas (or heights) to those of the relevant internal standard peaks and the abscissa values show the VC concentrations of the duplicate solutions.

5.4. Validation of preparation of standard solutions obtained in points 5.1 and 5.2

Repeat the procedure described under points 5.1 and 5.2 to obtain a second diluted standard solution with a concentration equal to 0.1 mg VC/l or 0.1 mg/kg of DMA or internal standard solution. The average of two gas-chromatographic determinations of this solution must not differ by more than 5 % from the corresponding point of the calibration curve. If the difference is greater than 5 %, reject all the solutions obtained in points 5.1, 5.2, 5.3 and 5.4 and repeat the procedure from the beginning.

5.5. Preparation of the samples of materials or articles

Prepare two phials (4.4). Weigh into each phial not less than 200 mg, to the nearest 0.1 mg, of the sample obtained from a single material or article under investigation which has been reduced to small pieces. Try to ensure that an equal quantity is weighed into each phial. Close the phial immediately. Add to each phial for each gram of the sample 10 ml or 10 g of DMA (3.2) or 10 ml or 10 g of internal standard solution (3.3). Seal the phials and proceed as described under point 5.6.

5.6. Gas-chromatographic determinations

- 5.6.1. Agitate the phials avoiding contact between the contained liquid and the septum (4.4) to obtain a solution or suspension of the samples of material or article (5.5) as homogeneous as possible.
- 5.6.2. Put all the sealed phials (5.3, 5.4 and 5.5) in a waterbath for two hours at $60^{\circ} \pm 1^{\circ}\text{C}$ to allow equilibrium to be attained. Agitate again, if necessary.
- 5.6.3. Take a sample from the headspace in the phial. When utilizing manual sampling techniques care must be exercised in obtaining a reproducible sample (see point 4.4), in particular the syringe must be pre-warmed to the temperature of the sample. Measure the area (or height) of the peaks relating to the VC and to the internal standard if used.
- 5.6.4. Remove from the column (4.3) excess DMA using an appropriate method as soon as peaks of DMA appear on the chromatogram.

6. CALCULATION OF THE RESULTS

- 6.1. Find by interpolation on the curve, the unknown concentration of each of the two solutions of the sample taking account of the internal standard solution if used. Calculate the amount of VC in each of the two samples of material or article under investigation by applying the following formula:

$$X = \frac{C \times V}{M} 1000$$

where:

- X = concentration of VC in the sample of the material or article expressed in mg/kg.
- C = concentration of VC in the phial containing the sample of material or article (see under point 5.5) expressed in mg/l or mg/kg.
- V = volume or mass of DMA in the phial containing the sample of material or article (see under point 5.5) expressed in litres or kg.
- M = amount of the sample of the material or article, expressed in grams.

- 6.2. The concentration of VC in the material and article under investigation expressed in mg/kg shall be the average of the two concentrations of VC (mg/kg) determined in point 6.1 provided that the repeatability criterion in point 8 is satisfied.

7. CONFIRMATION OF THE VC LEVEL

In cases where the content of VC in materials and articles as calculated under point 6.2 exceeds the maximum permissible amount the results obtained by the analysis of each of the two samples (5.6 and 6.1) must be confirmed in one of three ways:

- by using at least one other column (4.3) having a stationary phase with a different polarity. This procedure should continue until a chromatogram is obtained with no evidence of overlap of the VC and/or internal standard peaks with constituents of the sample of the material or article,
- by using other detectors, e.g. the micro-electrolytic conductivity detector ⁽¹⁾,
- by using mass-spectrometry. In this case, if molecular ions with parent masses (m/e) of 62 and 64 are found in the ratio of 3 : 1, it may be regarded with high probability as confirming the presence of VC. In case of doubt the total mass spectrum must be checked.

8. REPEATABILITY

The difference between the results of two determinations (6.1) carried out simultaneously or in rapid succession on the same sample, by the same analyst, under the same conditions, must not exceed 0.2 mg VC/kg of material or article.

⁽¹⁾ See Journal of Chromatographic Science, Vol. 12, March 1974, p. 152.