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II

(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DECISION

of 16 July 1973

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

(74/19/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the Recommendation from the Commission;

Whereas the European Economic Community has concluded the 1967 Food Aid Convention⁽¹⁾;

Whereas the Democratic Republic of Sudan, by its letter of 4 June 1970, has requested food aid;

Whereas in view of the cereal supply situation in the Sudan that country should be accorded, by way of gift, 9 000 metric tons of common wheat under the Community Food Aid Programme for the year 1970/71,

cratic Republic of the Sudan on the supply of common wheat as food aid, the text of which is annexed hereto, is hereby concluded.

Article 2

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

Done at Brussels, 16 July 1973.

HAS DECIDED AS FOLLOWS:

Article 1

On behalf of the Community the Agreement between the European Economic Community and the Demo-

For the Council

The President

Ib. FREDERIKSEN

⁽¹⁾ OJ No L 66, 23. 3. 1970, p. 1.

AGREEMENT

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part, and

THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN,

of the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN :

WHO HAVE AGREED AS FOLLOWS :

Article I

Under its food aid programme for cereals for the year 1970/71, and in accordance with the Decision taken by the Council of the European Communities on April 6 1971, the European Economic Community, hereinafter referred to as 'the Community', shall make the Democratic Republic of the Sudan, hereinafter referred to as 'the country of destination', a gift of 9 000 metric tons of common wheat.

Deliveries shall be in bulk, fob Community ports.

The Commission of the European Communities shall inform the country of destination in good time, by letter, telex or telegram, of the ports of shipment, the quantities, the dates of availability at the said ports and the daily loading rate.

The responsibilities of the Community and the country of destination with regard to shipment and to taking delivery fob respectively are set out in the Annex, which forms an integral part of this Agreement.

Article II

The country of destination undertakes to make all necessary arrangements for transporting the delivered products from the ports of shipment to their destination.

It undertakes to exercise the greatest possible care to ensure that the tendering arrangements for the transport by sea are not prejudicial to the free play of fair competition. Any problem arising in this connection shall be the subject of consultations under Article VIII.

Article III

The country of destination undertakes to use the products received as aid for purposes of consumption and to apply, for the sale of the wheat on its market, the prices normally charged on that market for products of comparable quality.

The proceeds from this sale, less the cost of sea transport and the normal cost of selling the product on the market of the country of destination, will be

paid into a special account and allocated to the financing of development schemes undertaken by this country.

Article IV

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end, they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies. In particular the country of destination undertakes to import commercially from whatever source between 1 July 1972 and 30 June 1973 a minimum quantity of 146 000 metric tons of wheat or its equivalent in wheat flour.

Article V

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

- the re-exportation of the products received as aid, and of products and by-products derived from them ; as well as
- the exportation, for trade and other purposes, within six months of the last delivery, either of the products obtained locally which should be of the same nature as the products received as aid or of products of the first processing stage, or by-products derived from them.

Article VI

The country of destination undertakes to inform the Community how this Agreement is being implemented. To this end, it shall provide the Commission of the European Communities with the following information :

1. transport : ports and dates of arrival of vessels ; nature, quantity and quality of the product

loaded ; dates on which the unloading was completed ;

2. marketing : quantities sold ; method of marketing ; selling prices ;
3. commercial imports : quantities of common wheat and wheat flour commercially imported from all origins between 31 July 1972 and 30 June 1973 ;
4. situation with regard to the special account set up in local currency with the proceeds of the sale of the products received as aid ;
5. projects financed from the special account ; relative importance of these funds in the overall financing of projects.

Article VII

The information referred to in Article VI shall be communicated within the following time limits :

- transport : not more than 30 days after the unloading of each cargo ;
- commercial imports : by 31 July 1973 ;
- other information : a report on the situation at 31 December each year shall be communicated by 15 January of the following year, until such time as the special account has been completely liquidated.

Article VIII

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

Article IX

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

ANNEX

Conditions applicable to the handing-over of the common wheat at the ports of shipment

To ensure the smooth operation of the Agreement and in particular of Article I thereof, the Contracting Parties have agreed as follows :

Article 1

Except as otherwise provided in Article 3 (6), delivery will be deemed to be effected at the moment at which the goods have effectively passed the ship's rail at the port of shipment ; all costs of stowage and securing shall be borne by the country of destination.

Article 2

Except as otherwise provided in Article 3 (6), the risk shall be transferred from the Community to the country of destination at the moment when the goods have effectively passed the ship's rail at the port of shipment.

Article 3

The country of destination shall procure and inform the Community, in good time, of the names of the vessels which are to ship the goods, so that the loading dates indicated in accordance with Article I of the Agreement may be respected.

The vessel is to be named by the country of destination at least 7 clear days prior to the estimated date of arrival in port. This country shall be responsible for any consequences arising either from its failure to name the vessel or from delay in doing so.

The country of destination shall insert in the charter-party a clause requiring the captain to inform the Community at least 72 hours in advance of the vessel's estimated date of arrival in port.

The goods shall be held at the disposal of the country of destination in the port indicated from the date on which the ship is declared ready for loading. In the event of the Community not placing the goods at the disposal of the vessel in good time, any consequences resulting from this, in particular demurrage and/or dead freight, shall be dealt with by the Community.

Should there be a delay in the arrival of the vessel named by the country of destination at the port of shipment, and this delay prevents loading within the time limits indicated in accordance with Article I of the Agreement, or should it prove impossible for it to load, the goods shall be held at the expense, risk and peril of this country.

Should the country of destination fail to provide a vessel of suitable tonnage within the time limit indicated in accordance with Article I of the Agreement, it shall be regarded as being in default unless it notifies the Community by telegram, not later than the last day of the period fixed for delivery, that it is seeking an extension of this period. Where such an extension is sought, the Community shall hold the goods on behalf of the country of destination, expenses resulting from this being borne by the latter.

The country of destination shall be responsible for any consequences resulting from the fact that the size of a vessel supplied by it proves unsuitable for the loading facilities provided at the port of shipment.

Article 4

The tolerance on shipment of the quantities notified in accordance with Article I of the Agreement shall be 5 %, although the total quantity of 9 000 metric tons shall not be exceeded.

If, however, the quantity made available for loading on a given vessel cannot be put on board in its entirety because of circumstances beyond the control of the Community, the balance which could not be put on board within the specified time limits shall be stored at the expense of the country of destination and shipped on the next vessel.

If the country of destination informs the Community within a period of 15 clear days that it will not take delivery of this balance, the handling and storing expenses incurred shall be borne by the country of destination until such time as it gives notice that it gives up this balance. In this event, the Community may consider that it has discharged its commitments to the country of destination.

Article 5

Once the goods are on board the vessel, the Community shall notify the country of destination without delay of the date of loading, the quantity and quality of the goods, noted on loading and mentioned in the vessel's bill of lading.

Article 6

All surety charges for delivery shall be borne by the country of destination.

Article 7

The Contracting Parties reserve the right to nominate one or more agents to execute the Agreement.

To deal with any eventualities, the Democratic Republic of the Sudan shall nominate a representative in each port of shipment.

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

The Agreement between the European Economic Community and the Sudan on the supply of common wheat as food aid which the Council decided to conclude on 16 July 1973 was signed in Brussels on 19 October 1973 on behalf of the Council of the European Communities by :

Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

Mr Hans-Broder Krohn, Director-General for Development and Cooperation of the Commission of the European Communities, and on behalf of the Government of the Sudan by :

Mr S. O. Hashim, its Ambassador Extraordinary and Plenipotentiary in Paris.

COUNCIL DECISION**of 15 October 1973****concluding the Agreement between the European Economic Community and the People's Republic of Bangladesh on the supply of skimmed-milk powder as food aid**

(74/20/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the recommendation from the Commission;

Whereas in Council Regulation (EEC) No 2721/72⁽¹⁾ on the supply of food aid in the form of skimmed-milk powder, it was decided to make 19 450 metric tons of skimmed-milk powder available to the People's Republic of Bangladesh,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the People's Republic of Bangladesh on the supply of skimmed-milk powder as food aid, the text of which is annexed hereto, is hereby concluded on behalf of the Community.

Article 2

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

Done at Luxembourg, 15 October 1973.

*For the Council**The President*

I. NØRGAARD

⁽¹⁾ OJ No L 291, 28. 12. 1972, p. 28.

AGREEMENT

between the European Economic Community and the People's Republic of Bangladesh
on the supply of skimmed-milk powder as food aid

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

THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH,
on the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH :

WHO HAVE AGREED AS FOLLOWS :

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply as a gift to the People's Republic of Bangladesh, hereinafter referred to as the 'country of destination', 19 450 metric tons of skimmed-milk powder of the quality and with the packaging specified in Annex I, which forms an integral part of this Agreement.

Article II

Deliveries shall be made cif to ports of discharge in the country of destination.

Article III

The obligations and responsibilities of the Community and of the country of destination, in particular as regards delivery and the taking of delivery, are defined in Annex II, which forms an integral part of this Agreement.

Article IV

The country of destination undertakes to make all the necessary arrangements for the transport and

insurance of the delivered products from the ports of discharge to their places of destination.

Article V

The recipient country undertakes to use the product received as aid for consumption. It shall distribute free of charge within the framework of its aid programme, to the needy populations, in particular to children, pregnant women, ill and old people, the total quantity of 19 450 tons indicated in Article I or part of it. In this case, the other part shall be sold, up to a maximum of 10 000 tons, on its local market. The recipient country applies for the sale of the product on its market, the prices normally charged for products of comparable quality.

The proceeds from this sale, less the cost of selling the product on the recipient country's market, will be paid into a special account at the bank of the said country and allocated to the financing of one or more development schemes proposed by the recipient country and approved by the Community.

Article VI

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end, they shall take any measures required to ensure that the aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies.

Article VII

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

- the re-export of the products received as aid and of products derived from them ;
- the export, commercially or otherwise, within six months from the date of the last delivery, either of the skimmed-milk powder produced locally which should be of the same kind as that received as aid or of processed products derived from it.

Article VIII

The country of destination undertakes to inform the Community of the circumstances surrounding the implementation of this Agreement. For this purpose, it shall communicate to the Commission of the European Communities the following information :

1. not more than 30 days after the unloading of each consignment : port and date of ship's arrival ; kind, quantity and quality of products unloaded ; date on which discharge was completed ;

2. every three months until the quantities received as aid have been fully used : quantities distributed, number and nature of the beneficiaries, places, rate and method of distribution ; alternatively, quantities sold, how they have been sold, selling prices, selling costs on recipient country's market ;

3. on 15 January every year until the special account has been fully used up ;

(a) state of this account (incomings and outgoings) on 31 December of the preceding year ;

(b) progress achieved in the project or projects, with an indication of the total amount of financing undertaken at that stage.

Article IX

The country of destination shall take all appropriate measures to enable those persons duly authorized by the Community to make on-the-spot observations of the operations connected with the implementation of the Agreement.

Article X

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

Article XI

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

ANNEX I

Quality and conditions of packaging of the skimmed-milk powder

I. *Quality requirements*

- | | |
|------------------------------------|-----------------------------------|
| (a) fat content : | not exceeding 1.5 % |
| (b) water content : | not exceeding 4.0 % |
| (c) total acidity (lactic acid) : | not exceeding 0.15 % (18° Dornic) |
| (d) test for neutralizing agents : | negative |
| (e) permitted additives : | none |

(f) test for phosphatase :	negative
(g) solubility :	not exceeding 0.5 ml (not less than 99 %)
(h) degree of purity :	not less than disc B (15.0 mg)
(i) germ content :	not exceeding 50 000/g
(k) strength of colon bacillus :	negative in 0.1 g
(l) flavour and smell :	fresh
(m) appearance :	white or slightly yellowish, absence of impurities and coloured particles

II. Packaging

- (a) containing 25 kilogrammes net weight ;
- (b) composition :
 - (aa) 4 Kraft paper bags of a strength representing at least 70 g/m² ;
 - 1 intercalated bag of tar-lined paper of a strength representing at least 140 g/m² ;
 - 1 polyethylene inner bag at least 0.06 mm thick welded or double-bound ;
 - or (bb) 1 bag of clubpack-poly-duplo-paper of a strength representing at least 50/20/50 g/m² ;
 - 2 Kraft paper bags of a strength representing at least 70/75 g/m² ;
 - 1 polyethylene inner bag at least 0.10 mm thick, welded or double-bound ;
- (c) marking on the packaging (in English) :

SKIMMED-MILK POWDER —

GIFT OF THE EUROPEAN ECONOMIC COMMUNITY TO THE PEOPLE'S
REPUBLIC OF BANGLADESH

ANNEX II

Provisions laid down in Article III of the Agreement

Article 1

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

The country of destination shall pay all costs subsequent to delivery of the goods, including the costs of discharge (breaking bulk, hoisting, taking delivery, for example) as well as any lighterage costs.

Any demurrage or dispatch money at the port of discharge shall be borne or paid to the country of destination. The rates and conditions of payment laid down in the contract between the authorized agent of the Community referred to in Article 4 and the carrier must have been agreed in advance between that agent and the receiving agent of the country of destination referred to in the same Article.

Article 2

The Community shall forward to the country of destination, as soon as possible after the goods have been shipped, a notice giving the name of the ship, the date of loading, the quantity and quality of the goods on loading and the port of discharge.

Article 3

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

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

Article 4

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

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

Information on the signing of the Agreement between the European Economic Community and the People's Republic of Bangladesh on the supply of food aid

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

Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

Mr Hans-Broder Krohn, Director-General for Development and Cooperation of the Commission of the European Communities ; and on behalf of the Government of Bangladesh by :

Mr A. M. Samaul Huq, Ambassador Extraordinary and Plenipotentiary.

COUNCIL DECISION**of 15 October 1973****concluding the Agreement between the European Economic Community and the People's Republic of Bangladesh on the supply of common wheat as food aid**

(74/21/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the Recommendation from the Commission;

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

Whereas the People's Republic of Bangladesh, by its letter of 8 July 1971, has requested food aid;

Whereas in view of the cereals supply situation in Bangladesh that country should be accorded, as a gift, 175 000 metric tons of common wheat under the Community Food Aid Programme for 1972/73,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the People's Republic of Bangladesh for the supply of common wheat as food aid, the text of which is annexed hereto, is hereby concluded on behalf of the Community.

Article 2

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

Done at Luxembourg, 15 October 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

between the European Economic Community and the People's Republic of Bangladesh
on the supply of common wheat as food aid

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

THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH,
of the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH :

WHO HAVE DECIDED AS FOLLOWS :

Article I

As part of its Food Aid Programme (Cereals) for the year 1972/73, the European Economic Community, hereinafter referred to as the 'Community', shall supply 175 000 metric tons of common wheat of maize as a gift to the People's Republic of Bangladesh, hereinafter referred to as the 'country of destination'.

Article II

Deliveries shall be made in bulk, cif at the ports of discharge of the country of destination.

Article III

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

Article IV

The country of destination undertakes to make all necessary arrangements for the transport and insur-

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

Article V

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

Article VI

The Contracting Parties undertake to implement this Agreement in such manner as to avoid any prejudice to the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected to take place in the absence of such supplies.

Article VII

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

- the re-export of the product received as aid and of products and by-products derived from it,
- the export, commercially or otherwise, within six months of the last delivery, either of the products obtained locally, of the same nature as the products received as aid, or of any products or by-products derived from them.

products discharged; date on which discharge was completed,

- every three months until the quantities received as aid have been fully used: the quantities distributed, the number and type of recipients, and the place and method of distribution.

Article VIII

The country of destination undertakes to inform the Community as to how this Agreement is being implemented. To this end, it shall provide the Commission of the European Communities with the following information:

- not more than 30 days after discharge of each consignment: the port and date of ship's arrival; nature, quantity and quality of the

Article IX

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

Article X

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

ANNEX

Provisions laid down in Article III of the Agreement

Article 1

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

The country of destination shall pay all costs subsequent to delivery of the goods, including the costs of unloading (breaking bulk, hoisting, taking delivery, for example) as well as any lighterage costs.

Any demurrage costs or dispatch money at the port of unloading shall be borne by or paid to the country of destination. The rates and conditions of payment laid down in the contract between the authorized agent of the Community referred to in Article 5 and the carrier must have been agreed in advance between that agent and the receiving agent of the country of destination referred to in Article 5.

Article 2

The Community shall forward to the country of destination, as soon as possible after the goods have been shipped, a notice giving the name of the ship, the date of loading, the quantity and quality of the goods on loading and the port of unloading.

Article 3

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

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

Article 4

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

Article 5

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

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

Information on the signing of the Agreement between the European Economic Community and the People's Republic of Bangladesh on the supply of food aid

The Agreement between the European Economic Community and Bangladesh on the supply of common wheat as food aid which the Council decided to conclude on 15 October 1973 was signed in Brussels on 15 November 1973 on behalf of the Council of the European Communities by :

Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and Mr Hans-Broder Krohn, Director-General for Development and Cooperation of the Commission of the European Communities, and on behalf of the Government of Bangladesh by :

Mr A. M. Samaul Huq, Ambassador Extraordinary and Plenipotentiary.

COUNCIL DECISION

of 15 October 1973

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

(74/22/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the proposal from the Commission;

Whereas the International Committee of the Red Cross has made known its requirements in cereal products for humanitarian programmes and whereas a quantity of foodstuffs equivalent to 7 500 metric tons of cereals should be placed at its disposal for this purpose;

Whereas in Council Regulation (EEC) No 2721/72⁽¹⁾ of 19 December 1972 on the supply of skimmed-milk powder as food aid, as amended by Council Regulation (EEC) No 2700/73⁽²⁾, it was decided to place 6 000 tons of this product at the disposal of the International Committee of the Red Cross;

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

HAS DECIDED AS FOLLOWS:

Article 1

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

Article 2

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

Article 3

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

Done at Luxembourg, 15 October 1973.

*For the Council**The President*

I. NØRGAARD

⁽¹⁾ OJ No L 291, 28. 12. 1972, p. 28.

⁽²⁾ OJ No L 279, 5. 10. 1973, p. 1.

AGREEMENT

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

on the one part,

THE INTERNATIONAL COMMITTEE OF THE RED CROSS,

on the other part,

HAVE DECIDED to conclude this Agreement and have nominated as plenipotentiaries for this purpose :

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE INTERNATIONAL COMMITTEE OF THE RED CROSS :

WHO HAVE AGREED AS FOLLOWS :

Article I

The European Economic Community hereinafter referred to as 'the Community' shall supply as a free gift to the International Committee of the Red Cross, hereinafter referred to as the 'recipient body' 6 000 metric tons of skimmed-milk powder and 7 500 metric tons of cereals (including husked rice) under the 1972/73 cereals food aid programme.

Article II

The quantity of 7 500 metric tons of cereals (including husked rice) shall be supplied in the natural state or in the form of products of the first processing stage.

Article III

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

Article IV

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

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

Where emergency programmes involving no more than 500 metric tons of cereal products and/or 50 metric tons of skimmed-milk powder are concerned the approval of the Community will be given as soon as possible after the request has been received.

Article V

The obligations and responsibilities of the Community and the recipient body with particular reference to delivery and taking on charge cif or 'free fron-

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

Article X

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

In such an event, and where the quantities involved do not exceed 500 metric tons of cereal products and/or 50 metric tons of skimmed-milk powder, the approval of the Community will be given as soon as possible after the request has been received.

Article XI

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

ANNEX I

Provisions laid down in Article III of the Agreement

I. CEREALS

Packaging :

- (a) New jute or cotton bags with a net weight not exceeding 50 kilogrammes ;
- (b) Marking on the outside with a red cross 15 cm by 15 cm and specifications in French, English or Spanish according to the countries of destination as follows :
(WHEAT, WHEAT FLOUR . . .) GIFT FROM THE EUROPEAN ECONOMIC COMMUNITY/ACTION OF THE INTERNATIONAL COMMITTEE OF THE RED CROSS

II. SKIMMED-MILK POWDER

A. Quality requirements :

- (a) fat content : 1.5 % maximum
- (b) water content : 4.0 % maximum

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

B. Packaging :

- (a) New bags having a net weight of 25 kilogrammes ;
- (b) Composition :
 - (aa) 4 bags made of Kraft paper, of a strength corresponding to a weight of at least 70 g/m² ;
 - 1 interposed bag made of tarred paper of a strength corresponding to a weight of at least 140 g/m² ;
 - 1 double-weld-fused polyethylene internal pocket at least 0.06 mm thick.
 - or (bb) 1 bag made of 'clupak poly-duplo' paper of a strength corresponding to a weight of at least 50/20/50 g/m² ;
 - 2 bags made of Kraft paper of a strength corresponding to a weight of at least 70/75 g/m² ;
 - 1 polyethylene internal pocket at least 0.10 mm thick.
- (c) Marking on the outside with a red cross 15 cm by 15 cm and specifications in French, English or Spanish according to the countries of destination as follows :
 SKIMMED-MILK POWDER/GIFT FROM THE EUROPEAN ECONOMIC
 COMMUNITY/ACTION OF THE INTERNATIONAL COMMITTEE OF THE
 RED CROSS.

ANNEX II**Provisions laid down in Article V of the Agreement****Article 1**

Delivery shall be complete and risks shall pass from the Community to the recipient body ;

— in the case of delivery cif, once the goods are fully unloaded on quayside or onto lighter if this method is used ;

— in the case of delivery 'free frontier' of the country of destination, once the goods actually reach the frontier point ;

Article 2

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

Article 3

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

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

Article 4

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

Article 5

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

at least 72 hours in advance of the probable date of arrival of the vessel in port.

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

Article 6

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

Article 7

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

The recipient body shall appoint a receiving agent in each place of delivery, whose name and address shall be made known to the Community before the Agreement is implemented.

Article 8

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

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

The Agreement between the European Economic Community and the ICRC on the supply of cereals and skimmed-milk powder as food aid which the Council decided to conclude on 15 October 1973 was signed in Brussels on 22 October 1973 on behalf of the Council of the European Communities by :

Mr Otto Møller, Minister-Counsellor, Deputy Permanent Representative
and

Mr J. Durieux, Director in the Directorate-General for Development Aid of the Commission of the European Communities, and on behalf of the ICRC by :

Mr Claude Pilloud, Director of the Department of Principles and Law and

Mr Edme Regenass, Director of the Administration Department.

COUNCIL DECISION**of 15 October 1973****concluding the Agreement between the European Economic Community and the Kingdom of Morocco on the supply of common wheat as food aid**

(74/23/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the Recommendation from the Commission ;

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

Whereas the Kingdom of Morocco, by its letter of 8 July 1971, has requested food aid ;

Whereas in view of the cereal supply situation in Morocco that country should be accorded, by way of gift, 25 000 metric tons of common wheat under the Community Food Aid Programme for 1971/72,

HAS DECIDED AS FOLLOWS :

Article 1

The Agreement between the European Economic Community and the Kingdom of Morocco for the supply of common wheat as food aid, the text of which is annexed hereto, is hereby concluded on behalf of the Community.

Article 2

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

Done at Luxembourg, 15 October 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE GOVERNMENT OF THE KINGDOM OF MOROCCO,

of the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE KINGDOM OF MOROCCO :

WHO HAVE DECIDED AS FOLLOWS :

Article I

As a part of its Food Aid Programme (Cereals) for 1971/72, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Kingdom of Morocco, hereinafter referred to as the 'recipient country', with 25 000 metric tons of common wheat.

Article II

Deliveries will be made in bulk fob to Community ports.

Article III

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

Article IV

The recipient country undertakes to make all necessary arrangements for the transport and insurance of the product from ports of shipment to places of destination.

It undertakes to exercise the greatest possible care to ensure that the tendering arrangements for the transport by sea are not prejudicial to the free play of fair competition. Any problems arising in this connection shall be the subject of consultations under Article IX.

Article V

The recipient country undertakes to use the product received as aid for purposes of consumption and to apply, for the sale of the product on its market, the prices normally charged on that market for products of comparable quality.

The proceeds from this sale, less the cost of sea transport and insurance and the normal cost of selling the product on the recipient country's market, shall be paid into a special account at the Central Bank of that country and allocated to the financing of one or more development schemes proposed by the recipient country and approved by the Community.

Article VI

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies. In particular, the recipient country undertakes to import commercially from whatever source between 1 July 1973 and 30 June 1974 a minimum quantity of 200 000 metric tons of common wheat or its equivalent in flour of common wheat.

Article VII

The recipient country shall take all appropriate measures to prevent :

- the re-export of the product received as aid and of products and by-products resulting from such supplies ;
- the export, commercially or otherwise, within six months of the last delivery, either of the product obtained locally and of the same nature as the product received as aid or of any product of first-stage processing or by-products resulting from it.

Article VIII

The recipient country undertakes to inform the Community how this Agreement is being implemented. To this end it shall provide the Commis-

sion of the European Communities with the following information :

1. not later than 30 days after the unloading of each cargo : port and date of arrival of the vessel ; nature, quantity and quality of the products unloaded ; date on which unloading was completed ;
2. every three months until the quantities received as aid have been fully used : quantities sold, how they have been sold, selling prices ; normal selling costs on the recipient country's market ;
3. on 15 January every year until the special account has been fully used :
 - (a) state of this account (lodgments and withdrawals) as at 31 December of the preceding year ;
 - (b) progress achieved in the project or projects, with an indication of the total amount of financing carried out at that stage.

Article IX

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

Article X

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

ANNEX

Provisions laid down in Article III of the Agreement

Article 1

Delivery shall be effected and all risk shall pass from the Community to the country of destination at the moment at which the goods have been placed in the ship's hold at the port of shipment.

The country of destination shall bear all costs subsequent to delivery of the goods, including costs of stowage and, where appropriate, of trimming and bagging.

Any demurrage or dispatch money at the port of shipment shall be a charge on or for the benefit of the Community and shall be determined before the vessel sails. The rates and detailed arrangements relating thereto laid down in the contract between the country of destination and the carrier must have been agreed upon in advance by the agent of the country of destination and the authorized agent of the Community referred to in Article 9.

Article 2

The Community shall notify the country of destination in good time of the port or ports of shipment, the quantities to be delivered at each port, the period within which loading must begin, and the daily loading rate.

Article 3

The Community shall be prepared to load the goods on the date resulting from the instructions in Article 8, whereon the vessel shall be ready for loading.

Article 4

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

Article 5

Once the goods are on board the vessel, the Community shall notify the country of destination of the date of loading, together with the quantity and quality of the goods as recorded on loading.

Article 6

The country of destination shall supply the Community, within the period referred to in Article 2, with a vessel of dimensions corresponding to the normal loading potential of the port of shipment.

Should it prove impossible for the vessel to begin loading within the period referred to in Article 2 and should the country of destination not have notified the Community of this fact in writing at the latest by the date on which the vessel should be ready for loading in accordance with Article 8, the goods shall be at the disposal of the Community.

Whatever the circumstances, the goods shall be held at the expense, risk and peril of the country of destination.

Article 7

Should the country of destination fail to provide a vessel of suitable tonnage or if the quantity made available for

loading on a vessel of suitable tonnage cannot be put on board in its entirety because of circumstances beyond the control of the Community, the balance shall be loaded onto the next vessel under the conditions laid down in this Annex.

In this event, until the date of loading of the balance or until the country of destination gives notice in writing that it gives up the balance, the goods shall be held at the expense, risk and peril of the country of destination.

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

If this obligation is not respected, the Community may consider that it has discharged its commitment to the country of destination under Article I of the Agreement.

Article 8

The country of destination shall name for the Community the vessel that is to ship the goods at least 10 clear days prior to the estimated date of arrival of the vessel in port or, where possible, 20 clear days prior to this date, and shall at the same time indicate how soon after that date the vessel will be ready for loading.

The country of destination shall insert in the charter party a clause requiring the captain to inform the Community at least 72 hours in advance of the vessel's estimated date of arrival in port.

Article 9

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

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

Information on the signing of the Agreement between the European Economic Community and the Kingdom of Morocco on the supply of food aid

The Agreement between the European Economic Community and Morocco on the supply of common wheat as food aid which the Council decided to conclude on 15 October 1973 was signed in Brussels on 5 November 1973 on behalf of the Council of the European Communities by :

Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

Mr Hans-Broder Krohn, Director-General for Development and Cooperation of the Commission of the European Communities, and on behalf of the Government of Morocco by :

Mr Benkirane, Ambassador Extraordinary and Plenipotentiary, Head of its Representation to the European Communities.

COUNCIL DECISION**of 15 October 1973****concluding the Agreement between the European Economic Community and the Hashemite Kingdom of Jordan on the supply of skimmed-milk powder as food aid****(74/24/EEC)****THE COUNCIL OF THE EUROPEAN COMMUNITIES,****Having regard to the Treaty establishing the European Economic Community, and in particular Articles 113, 114 and 228 thereof;****Having regard to the Recommendation from the Commission;****Whereas in Council Regulation (EEC) No 2721/72⁽¹⁾ of 19 December 1972 on the supply of skimmed-milk powder as food aid it was decided to make 1 000 metric tons of skimmed-milk powder available to the Hashemite Kingdom of Jordan,****HAS DECIDED AS FOLLOWS:***Article 1***The Agreement between the European Economic Community and the Hashemite Kingdom of Jordan on the supply of skimmed-milk powder as food aid, the text of which is annexed hereto, is hereby concluded on behalf of the Community.***Article 2***The President of the Council is hereby authorized to designate the persons empowered to sign the Agreement, and to confer on them the powers necessary to bind the Community.****Done at Luxembourg, 15 October 1973.***For the Council**The President***I. NØRGAARD**

⁽¹⁾ OJ No L 291, 28. 12. 1972, p. 28.

AGREEMENT

between the European Economic Community and the Hashemite Kingdom of Jordan
on the supply of skimmed-milk powder as food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

on the one part,

THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN,

on the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN :

WHO HAVE AGREED AS FOLLOWS :

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply as a gift to the Hashemite Kingdom of Jordan, hereinafter referred to as the 'country of destination', 1 000 metric tons of skimmed-milk powder of the quality and with the packaging specified in Annex I, which forms an integral part of this Agreement.

Article II

Deliveries shall be made cif to ports of discharge in the country of destination.

Article III

The obligations and responsibilities of the Community and of the country of destination, in particular as regards delivery and the taking of delivery are defined in Annex II, which forms an integral part of this Agreement.

Article IV

The country of destination undertakes to make all the necessary arrangements for the transport and

insurance of the delivered products from the ports of discharge to their places of destination.

Article V

The country of destination undertakes to use the products received as aid for purposes of consumption and to distribute such products to refugee populations free of charge.

Article VI

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end, they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies.

Article VII

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

- the re-export of the products received as aid and of products derived from them ;
- the export, commercially or otherwise, within six months from the date of the last delivery, either of skimmed-milk powder produced locally which is of the same kind as that received as aid or of processed products derived from it.

Article VIII

The country of destination undertakes to inform the Community of the circumstances surrounding the implementation of this Agreement. For this purpose, it shall communicate to the Commission of the European Communities the following information :

- not more than 30 days after the unloading of each consignment : port and date of ship's arrival ; kind, quantity and quality of products unloaded ; date on which unloading was completed ;
- every three months until the quantities received as aid have been fully used : quantities distributed,

number and nature of the beneficiaries, places, rate and method of distribution.

Article IX

The country of destination shall take all appropriate measures to enable those persons duly authorized by the Community to make on the spot observations of the operations connected with the implementation of the Agreement.

Article X

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

Article XI

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

ANNEX I

Quality and conditions of packaging of the skimmed-milk powder

1. *Quality requirements*

(a) fat content :	not exceeding 1.5 %
(b) water content :	not exceeding 4.0 %
(c) total acidity (lactic acid) :	not exceeding 0.15 % (18° Dornic)
(d) test for neutralizing agents :	negative
(e) permitted additives :	none
(f) test for phosphatase :	negative
(g) solubility :	not exceeding 0.5 ml (not less than 99 %)
(h) degree of purity :	not less than disc B (15.0 mg)
(i) germ content :	not exceeding 50 000/g
(k) strength of colon bacillus :	negative in 0.1 g
(l) flavour and smell :	fresh
(m) appearance :	white or slightly yellowish, absence of impurities and coloured particles.

II. Packaging

- (a) containing 25 kilogrammes net weight ;
- (b) composition :
 - (aa) 4 Kraft paper bags of a strength representing at least 70 g/m² ;
 - 1 intercalated bag of tar-lined paper of a strength representing at least 140 g/m² ;
 - 1 polyethylene inner bag at least 0.06 mm thick, welded or double-bound ;
 - or (bb) 1 bag of clubpack-poly-duplo-paper of a strength representing at least 50/20/50 g/m² ;
 - 2 Kraft paper bags of a strength representing at least 70/75 g/m² ;
 - 1 polyethylene inner bag at least 0.10 mm thick, welded or double-bound ;
- (c) marking on the packaging (in English) :

SKIMMED-MILK POWDER GIFT OF THE EUROPEAN ECONOMIC COMMUNITY TO THE HASHEMITE KINGDOM OF JORDAN

ANNEX II

Provisions laid down in Article III of the Agreement

Article 1

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

The country of destination shall pay all costs subsequent to delivery of the goods, including the costs of unloading (breaking bulk, hoisting, taking delivery, for example) as well as any lighterage costs.

Any demurrage or dispatch money at the port of discharge shall be borne by or paid to the country of destination. The rates and conditions of payment laid down in the contract between the authorized agent of the Community referred to in Article 4 and the carrier must have been agreed in advance between that agent and the receiving agent of the country of destination referred to in the same Article.

Article 2

The Community shall forward to the country of destination, as soon as possible after the goods have been shipped, a notice giving the name of the ship, the date of loading, the quantity and quality of the goods on loading and the port of discharge.

Article 3

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

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

Article 4

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

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

Information on the signing of the Agreement between the European Economic Community and the Hashemite Kingdom of Jordan on the supply of food aid

The Agreement between the European Economic Community and Jordan on the supply of skimmed-milk powder as food aid, which the Council decided to conclude on 15 October 1973, was signed in Brussels on 12 November 1973, on behalf of the European Communities by :

Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

Mr Hans-Broder Krohn, Director-General for Development Cooperation of the Commission of the European Communities, and on behalf of the Government of Jordan by :

Mr Dajani, Ambassador and Head of the Jordanian Mission to the European Communities.

COUNCIL DECISION**15 October 1973**

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

(74/25/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the Recommendation from the Commission;

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

Whereas the Hashemite Kingdom of Jordan has requested food aid;

Whereas in view of the cereal supply situation in Jordan that country should be accorded, by way of gift, 5 000 metric tons of common wheat in the form of 3 311 metric tons of flour of common wheat under the Community Food Aid Programme for 1971/72,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Hashemite Kingdom of Jordan for the supply of flour of common wheat as food aid, the text of which is annexed hereto, is hereby concluded on behalf of the Community.

Article 2

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

Done at Luxembourg, 15 October 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

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

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

THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN,
of the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN :

WHO HAVE DECIDED AS FOLLOWS :

Article I

As part of its Food Aid Programme (Cereals) for 1971/72, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Hashemite Kingdom of Jordan, hereinafter referred to as the 'recipient country', with 5 000 metric tons of common wheat in the form of 3 311 metric tons of flour of common wheat.

Article II

Deliveries will be made fob to Community ports in new cotton bags containing 50 kilogrammes net weight.

Article III

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

Article IV

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

of the product from ports of shipment to places of destination.

It undertakes to exercise the greatest possible care to ensure that the tendering arrangements for the transport by sea are not prejudicial to the free play of fair competition. Any problems arising in this connection shall be the subject of consultations under Article IX.

Article V

The recipient country undertakes to use the product received as aid for purposes of consumption and to distribute it free of charge to refugees.

Article VI

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial

transactions which might reasonably be expected in the absence of such supplies.

Article VII

The recipient country shall take all appropriate measures to prevent :

- the re-export of the product received as aid and of products resulting from such supplies ;
- the export, commercially or otherwise, within six months of the last delivery, either of common wheat produced locally and of the same nature as that used to obtain the flour received as aid or of any products or by-products resulting from it.

Article VIII

The recipient country undertakes to inform the Community how this Agreement is being implemented. To this end it shall provide the Commission of the European Communities with the following information :

- not later than 30 days after the unloading of each cargo : port and date of arrival of the vessel ; nature, quantity and quality of the products unloaded ; date on which unloading was completed ;
- every three months until the quantities received as aid have been fully used ; quantities distributed, number and nature of beneficiaries, places, rate and manner of distribution.

Article IX

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

Article X

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

ANNEX

Provisions laid down in Article III of the Agreement

Article 1

Delivery shall be effected and all risk shall pass from the Community to the country of destination at the moment at which the goods have been placed in the ship's hold at the port of shipment.

The country of destination shall bear all costs subsequent to delivery of the goods, including costs of the stowage and, where appropriate, of trimming and bagging.

Any demurrage or dispatch money at the port of shipment shall be a charge on or for the benefit of the Community and shall be determined before the vessel sails. The rates and detailed arrangements relating thereto laid down in the contract between the country of destination and the carrier must have been agreed upon in advance by the agent of the country of destination and the authorized agent of the Community referred to in Article 9.

Article 2

The Community shall notify the country of destination in good time of the port or ports of shipment, the quanti-

ties to be delivered at each port, the period within which loading must begin, and the daily loading rate.

Article 3

The Community must be prepared to load the goods on the date resulting from the instructions in Article 8, whereon the vessel should be ready for loading.

Article 4

On delivery of the goods, a tolerance of 5 % less than the quantity to be supplied in accordance with Article 1 of the Agreement is permitted.

Article 5

Once the goods are on board the vessel, the Community shall notify the country of destination of the date of loading, together with the quantity and quality of the goods as recorded on loading.

Article 6

The country of destination shall supply the Community, within the period referred to in Article 2, with a vessel of dimensions corresponding to the normal loading potential of the port of shipment.

Should it prove impossible for the vessel to begin loading within the period referred to in Article 2 and should the country of destination not have notified the Community of this fact in writing at the latest by the date on which the vessel should be ready for loading in accordance with Article 8, the goods shall be at the disposal of the Community.

Whatever the circumstances, the goods shall be held at the expense, risk and peril of the country of destination.

Article 7

Should the country of destination fail to provide a vessel of suitable tonnage or if the quantity made available for loading on a vessel of suitable tonnage cannot be put on board in its entirety because of circumstances beyond the control of the Community, the balance shall be loaded into the next vessel under the conditions laid down in this Annex.

In this event, until the date of loading of the balance or until the country of destination gives notice in writing that it gives up the balance, the goods shall be held at the expense, risk and peril of the country of destination.

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

If this obligation is not respected, the Community may consider that it has discharged its commitment to the country of destination under Article I of the Agreement.

Article 8

The country of destination shall name for the Community the vessel that is to ship the goods at least 10 clear days prior to the estimated date of arrival of the vessel in port or, where possible, 20 clear days prior to this date, and shall at the same time indicate how soon after that date the vessel will be ready for loading.

The country of destination shall insert in the charter party a clause requiring the captain to inform the Community at least 72 hours in advance of the vessel's estimated date of arrival in port.

Article 9

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

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

Information on the signing of the Agreement between the European Economic Community and the Hashemite Kingdom of Jordan on the supply of food aid

The Agreement between the European Economic Community and Jordan on the supply of flour of common wheat as food aid, which the Council decided to conclude on 15 October 1973, was signed in Brussels on 12 November 1973, on behalf of the European Communities by :

Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

Mr Hans-Broder Krohn, Director-General for Development Cooperation of the Commission of the European Communities, and on behalf of the Government of Jordan by :

Mr Dajani, Ambassador and Head of the Jordanian Mission to the European Communities.

COUNCIL DECISION**of 6 November 1973****concluding the Agreement between the European Economic Community and the Republic of Sri Lanka on the supply of flour of common wheat as food aid**

(74/26/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the recommendation from the Commission;

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

Whereas by its letter of 18 October 1972, the Republic of Sri Lanka has requested food aid;

Whereas in view of the cereal supply situation in Sri Lanka, that country should be accorded, by way of gift, 10 000 metric tons of common wheat in the form of 6 623 metric tons of flour of common wheat under the Community Food Aid Programme for 1972/73,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Sri Lanka on the supply of flour of common wheat as food aid, the text of which is annexed to this decision is concluded on behalf of the Community.

Article 2

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

Done at Brussels, 6 November 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

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

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

THE GOVERNMENT OF THE REPUBLIC OF SRI LANKA,
of the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE REPUBLIC OF SRI LANKA :

WHO HAVE AGREED AS FOLLOWS :

Article I

As part of its Food Aid Programme (Cereals) for 1972/73, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Republic of Sri Lanka, hereinafter referred to as the 'recipient country', by way of a gift with 10 000 metric tons of common wheat in the form of 6 623 metric tons of flour of common wheat.

Article II

Deliveries will be made fob to Community ports, in new cotton sacks each weighing 68 038 kilogrammes (150 lbs) net.

Article III

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

Article IV

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

of the product from ports of shipment to places of destination.

It undertakes to exercise the greatest possible care to ensure that the tendering arrangements for the transport by sea shall not be prejudicial to the free play of fair competition. Any problems arising in this connection shall be the subject of consultations under Article 9.

Article V

The recipient country undertakes to use the product received as aid for purposes of consumption and to apply, for the sale of the product on its market, the prices normally charged on that market for products of comparable quality.

The proceeds from this sale, less the costs of sea transport, of insurance and the normal cost of selling the product on the recipient country's market, shall be paid into a special account at the Central Bank of that country and allocated to the financing of one or more development schemes

proposed by the recipient country and approved by the Community.

Article VI

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies. In particular, the recipient country undertakes to import commercially from whatever source between 1 July 1973 and 30 June 1974 a minimum quantity of 50 000 metric tons of flour of common wheat or its equivalent in common wheat.

Article VII

The recipient country shall take all appropriate measure to prevent :

- the re-export of the product received as aid and of products and by-products resulting from such supplies ;
- the export, commercially or otherwise, within six months of the last delivery, either of common wheat produced locally and of the same nature as that used to produce the flour received as aid or of any by-products resulting from it.

Article VIII

The recipient country undertakes to inform the Community of the mode of implementation of this

Agreement. To this end it shall provide the Commission of the European Communities with the following information :

1. not later than 30 days after the unloading of each cargo : port and date of arrival of the vessel ; nature, quantity and quality of the products unloaded ; date on which unloading was completed ;
2. every three months until the quantities received as aid have been fully used : quantities sold, how they have been sold, selling prices ; normal selling costs on the recipient country's market ;
3. on 15 January every year until the special account has been fully used :
 - (a) state of this account (lodgments and withdrawals) on 31 December of the preceding year ;
 - (b) progress achieved in the project or projects, with an indication of the total amount of financing carried out at that stage.

Article IX

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

Article X

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

ANNEX

Provisions laid down in Article III of the Agreement

Article 1

Delivery shall be effected and all risk shall pass from the Community to the country of destination at the moment at which the goods have been placed in the ship's hold at the port of shipment.

The country of destination shall bear all costs subsequent to delivery of the goods, including costs of stowage and, where appropriate, of trimming and bagging.

Any demurrage or dispatch money at the port of shipment shall be a charge on or for the benefit of the Community and shall be determined before the vessel sails. The rates and detailed arrangements relating thereto laid down in the contract between the country of destination and the carrier must have been agreed upon in advance by the agent of the country of destination and the authorized agent of the Community referred to in Article 9.

Article 2

The Community shall notify the country of destination in good time of the port or ports of shipment, the quantities to be delivered at each port, the period within which loading must begin, and the daily loading rate.

Article 3

The Community must be prepared to load the goods on the date resulting from the instructions in Article 8, whereon the vessel should be ready for loading.

Article 4

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

Article 5

Once the goods are on board the vessel, the Community shall notify the country of destination of the date of loading, together with the quantity and quality of the goods as recorded on loading.

Article 6

The country of destination shall supply the Community, within the period referred to in Article 2, with a vessel of dimensions corresponding to the normal loading potential of the port of shipment.

Should it prove impossible for the vessel to begin loading within the period referred to in Article 2 and should the country of destination not have notified the Community of this fact in writing at the latest by the date on which the vessel should be ready for loading in accordance with Article 8, the goods shall be at the disposal of the Community.

Whatever the circumstances, the goods shall be held at the expense, risk and peril of the country of destination.

Article 7

Should the country of destination fail to provide a vessel of suitable tonnage or if the quantity made available for

loading on a vessel of suitable tonnage cannot be put on board in its entirety because of circumstances beyond the control of the Community, the balance shall be loaded onto the next vessel under the conditions laid down in this Annex.

In this event, until the date of loading of the balance or until the country of destination gives notice in writing that it gives up the balance, the goods shall be held at the expense, risk and peril of the country of destination.

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

If this obligation is not respected, the Community may consider that it has discharged its commitment to the country of destination under Article I of the Agreement.

Article 8

The country of destination shall name for the Community the vessel that is to ship the goods at least 10 clear days prior to the estimated date of arrival of the vessel in port or where possible 20 clear days prior to this date, and shall at the same time indicate how soon after that date the vessel will be ready for loading.

The country of destination shall insert in the charter party a clause requiring the captain to inform the Community at least 72 hours in advance of the vessel's estimated date of arrival in port.

Article 9

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

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

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

The Agreement between the European Economic Community and Sri Lanka on the supply of common wheat as food aid which the Council decided to conclude on 6 November 1973 was signed in Brussels on 6 November 1973, on behalf of the Council of the European Communities by :

Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

Mr Hans-Broder Krohn, Director-General for Development and Cooperation of the Commission of the European Communities, and on behalf of the Government of Sri Lanka by :

Dr Gamani Corea, Ambassador.

COUNCIL DECISION**of 9 November 1973****on the conclusion of an Agreement between the European Economic Community and the Republic of Mali on the supply of skimmed-milk powder as food aid**

(74/27/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the recommendation from the Commission;

Whereas by Council Regulation (EEC) No 1264/73⁽¹⁾ of 14 May 1973 on the supply of skimmed-milk powder as food aid to the countries of the Sahel, it was decided to make 2 100 metric tons of skimmed-milk powder available to the Republic of Mali;

Whereas the procedure for fixing the place of destination, referred to in Article II of the Agreement should be specified,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Mali on the supply of skimmed-milk powder as food aid, the text of which is annexed hereto, is hereby concluded on behalf of the Community.

Article 2

The acceptance referred to in Article II of the Agreement shall be given for the Community by the Commission.

Article 3

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

Done at Brussels, 9 November 1973.

*For the Council**The President*

Per HÆKKERUP

⁽¹⁾ OJ No L 129, 16. 5. 1973, p. 27.

AGREEMENT

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

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

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

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE REPUBLIC OF MALI :

WHO HAVE AGREED AS FOLLOWS :

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply as a gift to the Republic of Mali, hereinafter referred to as the 'country of destination', 2 100 metric tons of skimmed-milk powder of the quality and with the packaging specified in Annex I, which forms an integral part of this Agreement.

Article II

Deliveries shall be made to the place of destination proposed by the country of destination and accepted by the Community.

Article III

The obligations and responsibilities of the Community and of the country of destination, in particular as regards delivery and the taking of delivery are defined in Annex II, which forms an integral part of this Agreement.

Article IV

The country of destination undertakes to make all the necessary arrangements for the transport and insurance of the delivered products from the ports of discharge to their places of destination.

Article V

The recipient country undertakes to use the products received as aid for consumption and to distribute them free of charge to the needy populations.

Article VI

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end, they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies.

Article VII

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

- the re-export of the products received as aid and of products derived from them ;
- the export, commercially or otherwise, within six months from the date of the last delivery, either of the skimmed-milk powder produced locally which should be of the same kind as that received as aid or of processed products derived from it.

Article VIII

The country of destination undertakes to inform the Community of the circumstances surrounding the implementation of this Agreement. For this purpose, it shall communicate to the Commission of the European Communities the following information :

1. not more than 30 days after the unloading of each consignment : port and date of ship's arrival ; kind, quantity and quality of products

unloaded ; date on which discharge was completed ;

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

Article IX

The country of destination shall take all appropriate measures to enable those persons duly authorized by the Community to make on the spot observations of the operations connected with the implementation of the Agreement.

Article X

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

Article XI

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

ANNEX I

Quality and conditions of packaging of the skimmed-milk powder

I. Quality requirements

(a) fat content :	not exceeding 1.5 %
(b) water content :	not exceeding 4.0 %
(c) total acidity (lactic acid) :	not exceeding 0.15 % (18° Dornic)
(d) test for neutralizing agents :	negative
(e) permitted additives :	none
(f) test for phosphatase :	negative
(g) solubility :	not exceeding 0.5 ml (not less than 99 %)
(h) degree of purity :	not less than disc B (15.0 mg)
(i) germ content :	not exceeding 50 000/g
(k) strength of colon bacillus :	negative in 0.1 g
(l) flavour and smell :	fresh
(m) appearance :	white or slightly yellowish, absence of impurities and coloured particles

II. Packaging

- (a) containing 25 kilogrammes net weight ;
- (b) composition :
 - (aa) 4 Kraft paper bags of a strength representing at least 70 g/m² ;
 - 1 intercalated bag of tar-lined paper of a strength representing at least 140 g/m² ;
 - 1 polyethylene inner bag at least 0.06 mm thick, welded or double-bound ;
 - or (bb) 1 bag of clubpack-poly-duplo-paper of a strength representing at least 50/20/50 g/m² ;
 - 2 Kraft paper bags of a strength representing at least 70/75 g/m² ;
 - 1 polyethylene inner bag at least 0.10 mm thick, welded or double-bound ;
- (c) marking on the packaging (in French) :

LAIT ÉCRÉMÉ EN POUDRE DON DE LA COMMUNAUTÉ ÉCONOMIQUE EURO-
PÉENNE À LA RÉPUBLIQUE DU MALI

ANNEX II

Provisions laid down in Article III of the Agreement

Article 1

Delivery shall be effected and all risk shall pass from the Community to the country of destination at the moment at which the goods actually arrive at the place of destination.

The country of destination shall pay all costs for taking delivery of the goods, any transshipment costs and all costs subsequent to delivery.

Any costs resulting from delays in taking delivery which are attributable to the country of destination shall be borne by the latter.

Article 2

The Community shall notify the country of destination as soon as possible of the means of transport to be used to carry the goods to the place of destination, the means of shipment to be used during the intermediary phases, the date of loading and the quantity and quality of the goods as recorded on shipment from the Community.

Article 3

The Community shall inform the country of destination of the expected date of arrival of the goods at the place of destination in good time before that date. It shall confirm that date at least two days in advance.

Article 4

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

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

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

The Agreement between the European Economic Community and Mali on the supply of skimmed-milk powder as food aid which the Council decided to conclude on 9 November 1973 was signed in Brussels on 12 November 1973 on behalf of the Council of the European Communities by :

Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

Mr Hans-Broder Krohn, Director-General for Development and Cooperation of the Commission of the European Communities, and on behalf of the Government of Mali by :

Mr Alioune Sissiko, Ambassador, its Representative to the European Communities.

COUNCIL DECISION**of 9 November 1973****concluding the Agreement between the European Economic Community and the Democratic Republic of the Sudan on the supply of common wheat as food aid**

(74/28/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the recommendation from the Commission;

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

Whereas by its telegram of 30 March 1973, the Democratic Republic of the Sudan has requested food aid;

Whereas in view of the cereal supply situation in the Sudan, that country should be accorded, by way of gift, 5 000 metric tons of common wheat under the Community Food Aid Programme for 1972/73,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Democratic Republic of the Sudan on the supply of common wheat as food aid, the text of which is annexed to this Decision is concluded on behalf of the Community.

Article 2

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

Done at Brussels, 9 November 1973.

*For the Council**The President*

Per HÆKKERUP

AGREEMENT

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN,

of the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN :

WHO HAVE AGREED AS FOLLOWS :

Article I

As part of its Food Aid Programme (Cereals) for 1972/73, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Democratic Republic of the Sudan, hereinafter referred to as the 'recipient country', by way of a gift with 5 000 metric tons of common wheat.

Article II

Deliveries will be made in bulk fob to Community ports.

Article III

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

Article IV

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

of the products from ports of shipment to places of destination.

It undertakes to exercise the greatest possible care to ensure that the tendering arrangements for the transport by sea shall not be prejudicial to the free play of fair competition. Any problems arising in this connection shall be the subject of consultations under Article IX.

Article V

The recipient country undertakes to use the product received as aid for purposes of consumption and to apply, for the sale of the product on its market, the prices normally charged on that market for products of comparable quality.

The proceeds from this sale, less the costs of sea transport, of insurance and the normal cost of selling the product on the recipient country's market, shall be paid into a special account at the Central Bank of that country and allocated to the financing of one or more development schemes

proposed by the recipient country and approved by the Community.

Article VI

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies. In particular, the recipient country undertakes to import commercially from whatever source between 1 July 1973 and 30 June 1974 a minimum quantity of 146 000 metric tons of common wheat or its equivalent in flour of common wheat.

Article VII

The recipient country shall take all appropriate measures to prevent :

- the re-export of the product received as aid and of products and by-products resulting from such applies ;
- the export, commercially or otherwise, within 6 months of the last delivery, either of local produce of the same nature as that received as aid or of any by-products resulting from it.

Article VIII

The recipient country undertakes to inform the Community of the mode of implementation of this Agreement. To this end it shall provide the Commis-

sion of the European Communities with the following information :

1. not later than 30 days after the unloading of each cargo : port and date of arrival of the vessel ; nature, quantity and quality of the products unloaded ; date on which unloading was completed ;
2. every three months until the quantities received as aid have been fully used : quantities sold, how they have been sold, selling prices ; normal selling costs on the recipient country's market ;
3. on 15 January every year until the special account has been fully used :
 - (a) state of this account (lodgments and withdrawals) on 31 December of the preceding year ;
 - (b) progress achieved in the project or projects, with an indication of the total amount of financing carried out at that stage.

Article IX

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

Article X

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

ANNEX

Provisions laid down in Article III of the Agreement

Article 1

Delivery shall be effected and all risk shall pass from the Community to the recipient country at the moment at which the goods have been placed in the ship's hold at the port of shipment.

The recipient country shall bear all costs subsequent to delivery of the goods, including costs of stowage and, where appropriate, of trimming and bagging.

Any demurrage or dispatch money at the port of shipment shall be a charge on or for the benefit of the Community and shall be determined before the vessel sails. The rates and detailed arrangements relating thereto laid down in the contract between the recipient country and the carrier must have been agreed upon in advance by the agent of the recipient country and the authorized agent of the Community referred to in Article 9.

Article 2

The Community shall notify the recipient country in good time of the port or ports of shipment, the quantities to be delivered at each port, the period within which loading must begin, and the daily loading rate.

Article 3

The Community must be prepared to load the goods on the date resulting from the instructions in Article 8, whereon the vessel should be ready for loading.

Article 4

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

Article 5

Once the goods are on board the vessel, the Community shall notify the recipient country of the date of loading, together with the quantity and quality of the goods as recorded on loading.

Article 6

The recipient country shall supply the Community, within the period referred to in Article 2, with a vessel of dimensions corresponding to the normal loading potential of the port of shipment.

Should it prove impossible for the vessel to begin loading within the period referred to in Article 2 and should the recipient country not have notified the Community of this fact in writing at the latest by the date on which the vessel should be ready for loading in accordance with Article 8, the goods shall be at the disposal of the Community.

Whatever the circumstances, the goods shall be held at the expense, risk and peril of the recipient country.

Article 7

Should the recipient country fail to provide a vessel of suitable tonnage or if the quantity made available for

loading on a vessel of suitable tonnage cannot be put on board in its entirety because of circumstances beyond the control of the Community, the balance shall be loaded onto the next vessel under the conditions laid down in this Annex.

In this event, until the date of loading of the balance or until the recipient country gives notice in writing that it gives up the balance, the goods shall be held at the expense, risk and peril of the recipient country.

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

If this obligation is not respected, the Community may consider that it has discharged its commitment to the recipient country under Article I of the Agreement.

Article 8

The recipient country shall name for the Community the vessel that is to ship the goods at least 10 clear days prior to the estimated date of arrival of the vessel in port or where possible 20 clear days prior to this date; it shall at the same time indicate how soon after that date the vessel will be ready for loading.

The recipient country shall insert in the charter party a clause requiring the captain to inform the Community at least 72 hours in advance of the vessel's estimated date of arrival in port.

Article 9

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

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

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

The Agreement between the European Economic Community and the Sudan on the supply of common wheat as food aid which the Council decided to conclude on 9 November 1973 was signed in Brussels on 12 November 1973 on behalf of the Council of the European Communities by :

Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

Mr Hans-Broder Krohn, Director-General for Development and Cooperation of the Commission of the European Communities, and on behalf of the Government of the Sudan by :

Mr S. O. Hashim, its Ambassador Extraordinary and Plenipotentiary in Paris.

COUNCIL DECISION**of 19 November 1973****concluding the Agreement between the European Economic Community and the Republic of Mali on the supply of flour of common wheat and sorghum as food aid**

(74/29/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the Recommendation from the Commission;

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

Whereas, by its letter of 29 December 1971, the Republic of Mali has requested food aid;

Whereas in view of the cereal supply situation in Mali that country should be accorded, by way of gift, 5 000 metric tons of common wheat in the form of 3 311 metric tons of flour of common wheat and 5 000 metric tons of sorghum under the Community Food Aid Programme for 1971/72,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Mali for the supply of flour of common wheat and sorghum as food aid, the text whereof is annexed hereto, is hereby concluded on behalf of the Community.

Article 2

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

Done at Brussels, 19 November 1973.

*For the Council**The President*

Ib FREDERIKSEN

AGREEMENT

between the European Economic Community and the Republic of Mali concerning
the supply of flour of common wheat and sorghum as food aid

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

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

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE REPUBLIC OF MALI :

WHO HAVE DECIDED AS FOLLOWS :

Article I

As part of its Food Aid Programme (Cereals) for 1971/72, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Republic of Mali, hereinafter referred to as the 'recipient country', by way of gift, with 5 000 metric tons of common wheat in the form of 3 311 metric tons of flour of common wheat and 5 000 metric tons of sorghum.

Article II

Deliveries will be made at the frontier of the recipient country in new cotton sacks in the case of the flour of common wheat and new jute sacks in the case of the sorghum, the sacks each weighing 50 kilogrammes net.

Article III

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

Article IV

The recipient country undertakes to make all necessary arrangements for the transport and insurance of the product as from the place of destination.

Article V

The recipient country undertakes to use the product received as aid for purpose of consumption and for the sale of the product on its market, to apply the prices normally obtaining on that market for goods of comparable quality.

The proceeds from this sale, less the normal cost of selling the product on the market of the recipient country shall be paid into a special account at the Central Bank of that country, or at a bank controlled by the State, and allocated to the financing of one or more development schemes which shall have been proposed by the recipient country and approved by the Community.

Article VI

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

dice to the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transaction which might reasonably be expected in the absence of such supplies.

Article VII

The recipient country shall take all appropriate measures to prevent :

- the re-export of the product received as aid and of products and by-products resulting from such supplies ;
- the export, commercially or otherwise, within six months of the last delivery, either of the product obtained locally and of the same nature as the product received as aid or of any products or by-products resulting from it.

Article VIII

The recipient country undertakes to inform the Community of the mode of application of this Agreement. To this end it shall provide the Commission of the European Communities with the following information :

1. not later than 30 days after delivery is taken of each cargo : place and date of taking delivery ;

nature, quantity and quality of the goods of which delivery has been taken ;

2. every three months until the quantities received as aid have been fully used : quantities sold, how they have been sold, selling prices ; normal selling costs on the recipient country's market ;
3. on 15 January every year until the special account has been fully used :
 - (a) state of this account (deposits and withdrawals) on 31 December of the preceding year ;
 - (b) progress achieved in the project or projects, with an indication of the total amount of financing carried out at that stage.

Article IX

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

Article X

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

ANNEX

Provisions laid down in Article III of the Agreement

Article 1

Delivery shall be effected and all risk shall pass from the Community to the recipient country at the moment at which the goods actually cross the frontier of the recipient country.

The recipient country shall pay all costs for taking delivery of the goods, any transshipment costs and all other costs subsequent to delivery.

Any costs resulting from delays in taking delivery which are not attributable to the Community shall be borne by the recipient country.

Article 2

The Community shall notify the recipient country, as soon as possible after the goods have left the port of loading, of the date of loading, the quantity and quality of the goods as

recorded at loading, the port of unloading and the means of land transport used to transfer the goods to the place of delivery.

Article 3

The Community shall inform the recipient country at least 10 clear days in advance of the expected date of arrival of the goods at the place of delivery. It shall confirm that date at least two days in advance.

Article 4

On delivery, a tolerance of 5 % less than the quantity laid down under Article I of the Agreement is permitted.

Article 5

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

The recipient country shall appoint a receiving agent at each place of delivery, whose name and address it shall make known to the Community before the Agreement is implemented.

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

The Agreement between the European Economic Community and Mali on the supply of flour of common wheat and sorghum as food aid which the Council decided to conclude on 19 November 1973 was signed in Brussels on 22 November 1973 on behalf of the Council of the European Communities by :

Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

Mr Hans-Broder Krohn, Director-General for Development and Cooperation of the Commission of the European Communities, and on behalf of the Government of Mali by :

Mr Alioune Sissoko, Ambassador, its Representative to the European Communities.

COUNCIL DECISION**of 10 December 1973****on the conclusion of the Agreement between the European Economic Community and the Republic of Niger on the supply of maize as food aid**

(74/30/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the recommendation from the Commission;

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

Whereas by its letter of 24 November 1972, the Republic of Niger has requested food aid;

Whereas in view of the grain supply situation in Niger that country should be accorded, by way of gift, 7 500 metric tons of maize under the Community Food Aid Programme (Cereals) for 1972/73,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Niger on the supply of maize as food aid, the text whereof is annexed hereto, is hereby concluded on behalf of the Community.

Article 2

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

Done at Brussels, 10 December 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

between the European Economic Community and the Republic of Niger on the supply of maize as food aid

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

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

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE REPUBLIC OF NIGER :

WHO HAVE AGREED AS FOLLOWS :

Article I

As part of its Food Aid Programme (Cereals) for 1972/73, the European Economic Community hereinafter called the 'Community' shall supply 7 500 metric tons of maize as a gift to the Republic of Niger, hereinafter referred to as the 'country of destination'.

Article II

Deliveries shall be made to a place of destination to be determined by agreement between the country of destination and the Community.

Article III

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

Article IV

The country of destination undertakes to make all necessary arrangements for the transport and insurance of the goods as from the place of destination.

Article V

The country of destination undertakes to use the product received as aid for purposes of consumption and for its sale on the local market, to apply prices normally obtaining on that market for goods of comparable quality.

The proceeds from this sale, less the cost of the normal cost of selling the product on the local market excluding the cost of local transport will be paid into a special account at the Central Bank of that country or at a bank controlled by the State and allocated :

- in respect of 5 000 metric tons, for the purchase of sorghum at the most favourable prices ruling on the local market, for free distribution ;
- in respect of 2 500 metric tons, for the financing of one or several development projects proposed by the country of destination and approved by the Community.

Article VI

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies.

Article VII

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

- the re-export of the product received as aid and of products resulting from such supplies ;
- the export, commercially or otherwise, within six months of the last delivery, either of the products obtained locally and of the same nature as the product received as aid or of any products resulting from it.

Article VIII

The country of destination undertakes to inform the Community how this Agreement is being implemented. To this end it shall provide the Commission of the European Communities with the following information :

1. not later than 30 days after delivery is taken of each consignment: port and date of taking delivery ; nature, quantity and quality of the goods of which delivery has been taken ;
2. every three months until the quantities received as aid have been fully used :

(a) the quantities distributed, the number and type of recipients and the places, the rate and the method of distribution ;

(b) quantities sold, how they have been sold, selling prices ; normal selling costs on the country of destination's market ;

3. on the completion of the sorghum operation : the financial results of this operation ;

4. on 15 January every year until the special account has been fully used :

(a) state of this account (deposits and withdrawals) as at 31 December of the preceding year ;

(b) progress achieved in the project or projects, with an indication of the total amount of financing carried out at that stage.

Article IX

The country of destination shall take all measures necessary to enable persons duly authorized by the Community to follow the progress of operations carried out in pursuance of this Agreement on the spot.

Article X

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

Article XI

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

*ANNEX**Provisions laid down in Article III of the Agreement**Article 1*

Delivery shall be effected and all risk shall pass from the Community to the country of destination at the moment at which the goods actually arrive at the place of destination.

The country of destination shall pay all costs for taking delivery of the goods, any transshipment costs and all costs subsequent to delivery.

Any costs resulting from delays in taking delivery which are attributable to the country of destination shall be borne by the latter.

Article 2

The Community shall notify the country of destination as soon as possible of the means of transport to be used to carry the goods to the place of destination, the means of shipment to be used during the intermediary phases, the date of loading and the quantity and quality of the goods as recorded on shipment from the Community.

Article 3

The Community shall inform the country of destination of the expected date of arrival of the goods at the place of destination in good time before that date. It shall confirm that date at least two days in advance.

Article 4

On delivery, a tolerance of 5 % less than the quantity laid down under Article 1 of the Agreement is permitted.

Article 5

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

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

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

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

Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

Mr Hans-Broder Krohn, Director-General for Development and Cooperation, of the Commission of the European Communities and on behalf of the Government of Nigeria by :

Mr Jean Poisson, Ambassador, Representative of the Government of Nigeria to the European Communities.

COUNCIL DECISION**of 10 December 1973****concluding the Agreement between the European Economic Community and the Republic of Indonesia on the supply of common wheat as food aid**

(74/31/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the Recommendation from the Commission;

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

Whereas the Republic of Indonesia, by its letters of 5 November 1971 and 12 December 1972, has requested food aid;

Whereas in view of the cereal supply situation in Indonesia that country should be accorded, by way of gift, 24 000 metric tons of common wheat, whereof 17 000 metric tons should be accorded under the Community Food Aid Programme (Cereals) for 1971/72, and 7 000 metric tons under the 1972/73 programme,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Indonesia on the supply of common wheat as food aid, the text whereof is annexed hereto, is hereby concluded on behalf of the Community.

Article 2

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

Done at Brussels, 10 December 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

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

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

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

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA :

WHO HAVE AGREED AS FOLLOWS :

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply the Republic of Indonesia, hereinafter referred to as the 'recipient country', with 24 000 metric tons of common wheat, whereof 17 000 metric tons shall be supplied as a part of its Food Aid Programme (Cereals) for 1971/72, and 7 000 metric tons under the 1972/73 programme.

Article II

Deliveries will be made in bulk fob to Community ports.

Article III

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

Article IV

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

of the product from ports of shipment to places of destination.

It undertakes to exercise the greatest possible care to ensure that the tendering arrangements for the transport by sea are not prejudicial to the free play of fair competition. Any problems arising in this connection shall be the subject of consultations under Article IX.

Article V

The recipient country undertakes to use the product received as aid for purposes of consumption and to apply, for the sale of the product on its market, the prices normally charged on that market for products of comparable quality.

The proceeds from this sale, less the cost of sea transport and insurance and the normal cost of selling the product on the recipient country's market, shall be paid into a special account at the Central Bank of that country until the entire quantity of the aid received shall have been sold. The proceeds from this sale shall then be transferred to

the Development Budget of the recipient country for the financing of development schemes.

Article VI

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies.

Article VII

The recipient country shall take all appropriate measures to prevent :

- the re-export of the product received as aid and of products and by-products resulting from such supplies ;
- the export, commercially or otherwise, within six months of the last delivery, either of the product obtained locally and of the same nature as the product received as aid or of any products or by-products resulting from it.

Article VIII

The recipient country undertakes to inform the Community how this Agreement is being implemented. To this end it shall provide the Commission of the European Communities with the following information :

1. not later than 30 days after the unloading of each cargo : port and date of arrival of the vessel ; nature, quantity and quality of the product unloaded ; date on which unloading was completed ;
2. every three months until the quantities received as aid have been fully used : quantities sold, how they have been sold, selling prices ; normal selling costs on the recipient country's market ;
3. As from the transfer of the proceeds of the sale to the Development Budget of the recipient country, the progress and degree of completion of the development project or projects undertaken with the aid of the Member States and appearing on the 1972/73 list of projects furnished by the recipient country. The cost of such project or projects shall be approximately the same as the proceeds of sale of the quantities received as aid.

Article IX

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

Article X

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

ANNEX

Provisions laid down in Article III of the Agreement

Article 1

Delivery shall be effected and all risk shall pass from the Community to the country of destination at the moment at which the goods have been placed in the ship's hold at the port of shipment.

The country of destination shall bear all costs subsequent to delivery of the goods, including costs of stowage and, where appropriate, of trimming and bagging.

Any demurrage or dispatch money at the port of shipment shall be a charge on or for the benefit of the

Community and shall be determined before the vessel sails. The rates and detailed arrangements relating thereto laid down in the contract between the country of destination and the carrier must have been agreed upon in advance by the agent of the country of destination and the authorized agent of the Community referred to in Article 9.

Article 2

The Community shall notify the country of destination in good time of the port or ports of shipment, the quanti-

ties to be delivered at each port, the period within which loading must begin, and the daily loading rate.

Article 3

The Community shall be prepared to load the goods on the date resulting from the instructions in Article 8, whereon the vessel shall be ready for loading.

Article 4

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

Article 5

Once the goods are on board the vessel, the Community shall notify the country of destination of the date of loading, together with the quantity and quality of the goods as recorded on loading.

Article 6

The country of destination shall supply the Community, within the period referred to in Article 2, with a vessel of dimensions corresponding to the normal loading potential of the port of shipment.

Should it prove impossible for the vessel to begin loading within the period referred to in Article 2 and should the country of destination not have notified the Community of this fact in writing at the latest by the date on which the vessel should have been ready for loading in accordance with Article 8, the goods shall be at the disposal of the Community.

Whatever the circumstances, the goods shall be held at the expense, risk and peril of the country of destination.

Article 7

Should the country of destination fail to provide a vessel of suitable tonnage or if the quantity made available for loading on a vessel of suitable tonnage cannot be put on board in its entirety because of circumstances beyond the

control of the Community, the balance shall be loaded onto the next vessel under the conditions laid down in this Annex.

In this event, until the date of loading of this balance or until the country of destination gives notice in writing that it gives up this balance, the goods shall be held at the expense, risk and peril of the country of destination.

The country of destination must notify the Community within a maximum period of 30 clear days from the date upon which loading of these goods should have begun, of the date on which loading of this balance is due to begin or of its renunciation of this balance.

If this obligation is not respected, the Community may consider that it has discharged its commitment to the country of destination under Article I of the Agreement.

Article 8

The country of destination shall name for the Community the vessel that is to ship the goods at least 10 clear days prior to the estimated date of arrival of the vessel in port or, where possible, 20 clear days prior to this date, and shall at the same time indicate how soon after that date the vessel will be ready for loading.

The country of destination shall insert in the charter party a clause requiring the captain to inform the Community at least 72 hours in advance of the vessel's estimated date of arrival in port.

Article 9

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

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

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

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

Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

Mr Hans-Broder Krohn, Director-General for Development and Cooperation, of the Commission of the European Communities, and on behalf of the Government of Indonesia by :

Mr F. X. Seda, Ambassador Extraordinary and Plenipotentiary, Head of the Mission of Indonesia to the European Communities.

COUNCIL DECISION**of 10 December 1973****on the conclusion of the Agreement between the European Economic Community and the Islamic Republic of Mauritania on the supply of common wheat and maize as food aid**

(74/32/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the recommendation from the Commission;

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

Whereas by letter of 7 December 1972 the Islamic Republic of Mauritania submitted a request for food aid;

Whereas in view of the cereal supply situation in Mauritania, it is opportune to grant, as a gift, to that country, 5 000 metric tons of cereals, consisting of 3 000 metric tons as common wheat and 2 000 tons as maize under the 1972/73 Community Food Aid Programme,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Islamic Republic of Mauritania on the supply of sorghum and common wheat as food aid, the text of which is annexed hereto, is hereby concluded on behalf of the Community.

Article 2

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

Done at Brussels, 10 December 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

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

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

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF MAURITANIA,
on the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF MAURITANIA :

WHO HAVE AGREED AS FOLLOWS :

Article I

As part of its Food Aid Programme (Cereals) for the year 1972/73, the European Economic Community, hereinafter referred to as the 'Community', shall supply as a gift to the Islamic Republic of Mauritania, hereinafter referred to as the 'country of destination', 5 000 metric tons of cereals, consisting of 3 000 metric tons of common wheat and 2 000 metric tons of maize.

Article II

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

Article III

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

Article IV

The country of destination undertakes to make all necessary arrangements for the transport and insur-

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

Article V

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

Article VI

The Community shall grant the country of destination a lump sum as its share of the costs incurred by that country for the transport of the delivered products from the ports of discharge to the places of destination.

This amount shall amount to 30 units of account per metric ton of goods delivered.

The Community undertakes to pay this as soon as possible after receipt by the Commission of the European Communities of the information referred to in the first indent of Article 9

Article VII

The Contracting Parties undertake to implement this Agreement in such manner as to avoid any prejudice to the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected to take place in the absence of such supplies.

Article VIII

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

- the re-export of the product received as aid and of products and by-products derived from it ;
- the export, commercially or otherwise, within six months of the last delivery, either of the products obtained locally, of the same nature as the products received as aid, or of any products or by-products derived from them.

Article IX

The country of destination undertakes to inform the Community as to how this Agreement is imple-

mented. To this end, it shall provide the Commission of the European Communities with the following information :

- not more than 30 days after discharge of each consignment : port and date of vessel's arrival ; nature, quantity and quality of the products discharged ; date on which discharge was completed ;
- every three months until the quantities received as aid have been fully used : the quantities distributed, the number and type of recipient, place and method of distribution.

Article X

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

Article XI

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

*ANNEX**Provisions laid down in Article III of the Agreement**Article 1*

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

The country of destination shall pay all costs subsequent to delivery of the goods, including the costs of unloading (breaking bulk, hoisting, taking delivery, for example) as well as any lighterage costs.

Any demurrage or dispatch money at the port of unloading shall be borne by or paid to the country of destination. The rates and conditions of payment laid down in the contract between the authorized agent of the Community referred to in Article 5 and the carrier must have been agreed in advance between that agent and the receiving agent of the country of destination referred to in Article 5.

Article 2

The Community shall forward to the country of destination, as soon as possible after the goods have been shipped, a notice giving the name of the ship, the date of loading, the quantity and quality of the goods on loading and the port of discharge.

Article 3

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

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

Article 4

On delivery of the cargo, a tolerance of 5 % less than the quantity laid down under Article I of the Agreement shall be permitted.

Article 5

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

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

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

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

Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

Mr Hans-Broder Krohn, Director-General for Development and Cooperation, of the Commission of the European Communities, and on behalf of the Government of Mauritania by :

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

COUNCIL DECISION**of 10 December 1973****concluding the Agreement between the European Economic Community and the Republic of Senegal on the supply of common wheat as food aid**

(74/33/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the recommendation from the Commission;

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

Whereas the Republic of Senegal, by its letter of 7 December 1972, has requested food aid;

Whereas in view of the cereal supply situation in Senegal that country should be accorded, by way of gift, 10 000 metric tons of common wheat under the Community Food Aid Programme for 1972/73,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Senegal on the supply of common wheat as food aid, the text whereof is annexed hereto, is hereby concluded on behalf of the Community.

Article 2

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

Done at Brussels, 10 December 1973.

*For the Council**The President*

I. NØRGAARD

AGREEMENT

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

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

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

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE REPUBLIC OF SENEGAL :

WHO HAVE AGREED AS FOLLOWS :

Article I

As part of its Food Aid Programme (Cereals) for 1972/73, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Republic of Senegal, hereinafter referred to as the 'recipient country', with 10 000 metric tons of common wheat.

Article II

Deliveries will be made in bulk cif to ports of discharge of the recipient country.

Article III

The obligations and responsibilities of the Community and of the recipient country relating in particular to delivery and the taking of delivery respectively are defined in the Annex, which forms integral part of this Agreement.

Article IV

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

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

Article V

The recipient country undertakes to use the product received as aid for purposes of consumption and to apply, for the sale of the product on its market, the prices normally charged on that market for products of comparable quality.

The proceeds from this sale, less the normal cost of selling the product on the recipient country's market, shall be paid into a special account at the Central Bank of that country and allocated to the financing of one more development schemes proposed by the recipient country and approved by the Community.

Article VI

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

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

Article VII

The recipient country shall take all appropriate measures to prevent :

- The re-export of the product received as aid and of products and by-products resulting from such supplies ;
- the export, commercially or otherwise, within six months of the last delivery, either of the product obtained locally and of the same nature as the products received as aid or of any products or by-products resulting from it.

Article VIII

The recipient country undertakes to inform the Community of the mode of implementation of this Agreement. To this end it shall provide the Commission of the European Communities with the following information :

1. not later than 30 days after the unloading of each cargo : port and date of arrival of the

vessel; nature, quantity and quality of the products unloaded; date on which unloading was completed ;

2. every three months until the quantities received as aid have been fully used : quantities sold, how they have been sold, selling prices ; normal selling costs on the recipient country's market ;
3. on 15 January every year until the special account has been fully used :
 - (a) state of this account (lodgments and withdrawals) on 31 December of the preceding year ;
 - (b) progress achieved in the project or projects, with an indication of the total amount of financing carried out at that stage.

Article IX

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

Article X

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

ANNEX

Provisions laid down in Article III of the Agreement

Article 1

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

The country of destination shall pay all costs subsequent to delivery of the goods, including the costs of unloading (breaking bulk, hoisting, taking delivery, for example) as well as any lighterage costs.

Any demurrage or dispatch money at the port of unloading shall be borne by or paid to the country of destination. The rates and conditions of payment laid down in the contract between the authorized agent of the Community referred to in Article 5 and the carrier must have been agreed in advance between that agent and the receiving agent of the country of destination referred to in Article 5.

Article 2

The Community shall forward to the country of destination, as soon as possible after the goods have been shipped, a notice giving the name of the ship, the date of loading, the quantity and quality of the goods on loading and the port of unloading.

Article 3

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

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

Article 4

On delivery of the goods, a tolerance of 5 % less than the quantity laid down under Article 1 of the Agreement shall be permitted.

Article 5

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

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

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

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

Mr Niels Ersbøll, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

Mr Hans-Broder Krohn, Director-General for Development and Cooperation, of the Commission of the European Communities and on behalf of the Government of Senegal by :

Mr Seydina Oumar Sy, Ambassador, Representative of the Government of Senegal to the European Communities.
