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(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DECISION

of 27 June 1974

on the conclusion of an Agreement between the European Economic Community and the Hashemite Kingdom of Jordan on the supply of butteroil as food aid

(74/437/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the recommendation from the Commission;

Whereas by Regulation (EEC) No 530/74 ⁽¹⁾ the Council decided to make 1 000 metric tons of butteroil 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 butteroil 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, 27 June 1974.

For the Council

The President

K. GSCHEIDLE

⁽¹⁾ OJ No L 65, 7. 3. 1974, p. 1.

AGREEMENT

between the European Economic Community and the Hashemite Kingdom of Jordan
on the supply of butteroil as food aid

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

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

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN:

WHO HAVE AGREED AS FOLLOWS:

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply as a gift to the Hashemite Kingdom of Jordan, hereinafter referred to as the 'country of destination', 1 000 metric tons of butteroil 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 in accordance with the arrangements set out in Annex II which forms an integral part of this Agreement.

Article III

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

It undertakes to exercise the greatest care to ensure that the tendering arrangements for sea transport do not prejudice the free play of competition. Any problems arising in this connection shall be the subject of consultations under Article VIII of this Agreement.

Article IV

The country of destination undertakes to use the product received as aid for consumption and to distribute it free of charge to the refugee population.

Article V

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

Article VI

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

— the re-export of the product received as aid and of products derived from them;

- the export, commercially or otherwise, within six months from the date of the last delivery, either of the product obtained locally which should be of the same kind as that received as aid or of any products derived from them.
- every three months until the quantities received as aid have been fully used: quantities distributed; number and nature of beneficiaries; places, rates and method of distribution.

Article VII

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

- immediately after the unloading of each cargo: port and date of arrival of vessel; nature, quantity and any observations as to the quality of the products unloaded; date on which unloading was completed; costs of sea transport and of insurance relating thereto;

Article VIII

At the request of either of them, the Contracting Parties shall consult each other on any 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 I

BUTTEROIL

QUALITY AND PACKAGING REQUIREMENTS

I. Quality

(a) *Product characteristics:*

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

(b) *Standard composition:*

(Analysis made at time of manufacture and packing)

- Moisture and non-fat ingredients of milk: not more than 0.2% ;
- fats: not less than 99.8% ;
- free fatty acids: not more than 0.5% (expressed as oleic acid);
- peroxide level/kg: not more than 1 unit (in milli equivalents of active oxygen per kg);
- taste: pure;
- smell: absence of smell extraneous to butteroil.

II. Conditions of packaging

(a) Metal cans of 20 kg — 1 can per carton

(b) Marking on the packaging (in English):

'BUTTEROIL — GIFT OF THE EUROPEAN ECONOMIC COMMUNITY TO THE HASHEMITE KINGDOM OF JORDAN FOR FREE DISTRIBUTION'.

ANNEX II

ARRANGEMENTS REFERRED TO IN ARTICLE II OF THE AGREEMENT

CHAPTER I

General Provisions

Article 1

Delivery shall be effected and all risk shall pass from the Community to the country of destination at the moment at which the goods are put down at the point of exportation named by the Commission of the European Communities at the berth specified by the country of destination or its agent referred to in Article 2 and under the terms specified in this Annex. Without prejudice to Articles 7 and 8 the Community shall bear all costs prior to delivery and the country of destination those after delivery.

Article 2

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

Article 3

Before implementing the procedure for appointing the agent of the Community referred to in Article 2, the Commission of the European Communities and the country of destination shall establish by joint agreement the period during which delivery must begin.

CHAPTER II

Obligations of the Community

Article 4

Where the Community is not in a position to carry out delivery on the date, and, if applicable, according to the schedule laid down in Article 6, all costs arising for the country of destination — in particular demurrage void freight and dead freight — shall be borne by the Community.

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

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

Article 5

Where it is impossible for the Community to supply all or part of the goods on the date and within the time limits provided for in Article 6 the agents of the Community and of the country of destination may, without prejudice to Article 4, agree on a new date and a new time limit for the delivery of all the goods or of the undelivered part thereof.

CHAPTER III

Obligations of the country of destination

Article 6

After contacting the Community, the country of destination shall procure to transport all the quantities provided for in Article I of the Agreement one or more vessels of dimensions corresponding to the normal capacity of the port of shipment; these vessels must be ready for loading on a date falling within the period referred to in Article 3.

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

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

Article 7

Where the country of destination is unable to begin loading on the date provided for in the first subparagraph of Article 6, the agent of the country of destination shall inform the agent of the Community without delay.

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

Should the new date provided for in the second subparagraph be more than 30 clear days after the date for loading provided for in the first subparagraph of Article 6, the Community may dispose of the goods without

prejudice to its commitment under Article I of this Agreement.

Article 8

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

In the former case the second and third subparagraphs of Article 7 shall apply to the balance, if delivery has not yet taken place.

In the latter case the Community may consider that it has discharged its commitment to the country of

destination under Article I of this Agreement and shall bear the costs resulting from renunciation.

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

Article 9

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

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

The Agreement between the European Economic Community and Jordan on the supply of butteroil as food aid, which the Council decided to conclude on 27 June 1974, was signed in Brussels on 28 June 1974 on behalf of the Council of the European Communities by:

Mr Ulrich Lebsanft, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee, and

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

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

COUNCIL DECISION

of 27 June 1974

on the conclusion of the Agreement between the European Economic Community and the World Food Programme on the supply of cereals as food aid to developing countries

(74/438/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 filed a declaration of provisional application of the 1971 Food Aid Convention; whereas that Convention has been applicable since 1 July 1971;

Whereas the World Food Programme has given notice of its requirements in cereals for the purpose of meeting emergency food requirements and of carrying out projects for economic and social development in developing countries, and whereas for that purpose a quantity of products equivalent to 10 000 metric tons of unprocessed cereals should be made available to the World Food Programme, under the 1971/72 Community Food Aid Programme, and 5 000 metric tons under the 1972/73 programme,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the World Food Programme on the supply of cereals as food aid to developing countries, the text of which is annexed to this Decision, is hereby concluded on behalf of the European Economic Community.

Article 2

The President of the Council is authorized to designate the persons empowered to sign the Agreement and to confer upon them the powers required in order to bind the Community.

Done at Luxembourg, 27 June 1974.

*For the Council**The President*

K. GSCHIEDLE

AGREEMENT

between the European Economic Community and the World Food Programme on the supply of cereals as food aid to developing countries

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

THE WORLD FOOD PROGRAMME, a Programme undertaken jointly by the United Nations and the Food and Agriculture Organization of the United Nations,
of the other part,

WHEREAS the aim of the World Food Programme is to make use of contributions received under the Programme to meet emergency food requirements and carry out projects involving the use of foodstuffs for economic and social development;

WHEREAS the European Economic Community filed a declaration of provisional application of the 1971 Food Aid Convention; whereas that Convention has been applicable since 1 July 1971;

HAVE DECIDED to conclude this Agreement and have appointed as their representatives for this purpose:

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE WORLD FOOD PROGRAMME:

WHO HAVE AGREED AS FOLLOWS:

Article I

Under its Food Aid Programme (cereals), the European Economic Community (hereinafter called 'the Community') shall supply to the World Food Programme (hereinafter called 'the WFP') by way of gift for the benefit of developing countries the equivalent of 15 000 metric tons of unprocessed cereals, of which 10 000 metric tons shall be under the 1971/72 programme and 5 000 metric tons under the 1972/73 programme.

Article II

The WFP undertakes to use the cereals supplied as aid for emergency or for economic and social development and food projects which shall be subject to prior approval by the Community.

Article III

1. For each delivery, the Community, taking into account the information received from the WFP, shall notify the latter in good time of the port or ports of shipment and the dates of availability at the said port or ports.

2. Only seaports accessible to ocean-going vessels and utilized for international freight may be named as ports of shipment.

Article IV

The 15 000 metric tons of unprocessed cereals shall be supplied in the natural state or in the form of products of the first processing stage, as requested by the WFP and agreed by the Community. Deliv-

eries shall be made in bulk or packed in new jute or cotton sacks with a gross content of 50 kg net, in accordance with the requirements of the projects.

Article V

1. The Community shall arrange for delivery fob port of shipment. The responsibilities of the Community and the WFP with regard respectively to delivery fob and to taking delivery are laid down in the Annex which forms an integral part of this Agreement.

2. The WFP shall take delivery of the goods delivered and be responsible, in accordance with its general rules, for their transport, insurance and distribution in the country of destination.

3. For the expenses referred to in paragraph 2, the Community shall make to the WFP a contribution of 16 units of account per metric ton of unprocessed cereals or for the equivalent amount of products of the first processing stage. The Community undertakes to pay this contribution within 30 days following each acceptance of delivery of goods by the WFP.

Article VI

The WFP undertakes to inform the Community of the conditions under which this Agreement is implemented. To this end it shall make available to the Commission of the European Communities:

- (a) with regard to transport: within a reasonable period after discharge, reports indicating the dates

of arrival of the vessels at the ports of destination, quantities and qualities of products discharged, and the dates on which discharge was completed;

- (b) with regard to the use made of products: periodic information on the progress of projects for which Community assistance has been provided, on the use made of the products, on the quantity distributed and on the number of beneficiaries, together with details of the methods used for distributing the products, and in particular of the measures taken to prevent the products from being drawn into commercial channels.

Article VII

In the event of fresh circumstances arising, the WFP and the Community shall together decide on any amendments to be made to this Agreement.

Article VIII

This Agreement shall enter into force 30 days after the date of signature.

Article IX

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

ANNEX

PROVIDED FOR IN ARTICLE 5 (1) OF THE AGREEMENT

Procedure for delivery

- on the basis of information received from the WFP concerning transport, the Community shall notify the WFP, for each delivery, of the supplier or suppliers and shall indicate a period of 15 days within which the WFP may fix the date of delivery;
- not less than 15 days before the date laid down for each delivery, the WFP shall notify the Community of the estimated date of arrival of the vessel in port;
- the WFP shall also notify the supplier or suppliers, not less than five days in advance, of the exact date of arrival of the vessel in the designated port of shipment;
- the goods shall be delivered by the Community to the place of shipment and on the date of availability indicated pursuant to Article 3 of the Agreement;

- delivery shall be deemed to have been effected once the goods effectively pass the ship's rail at the port of shipment, all costs of stowage being borne by the WFP;
 - at the moment of delivery, risks shall pass from the Community to the WFP, all costs prior to delivery being borne by the Community and all costs after delivery being borne by the WFP;
 - should the Community fail to deliver the goods at the place and date indicated, where the WFP has made it possible, any consequences resulting from this shall be borne by the Community;
 - should the WFP fail to take delivery of the goods at the place and date indicated, where the Community has made it possible, any consequences resulting therefrom shall be borne by the WFP;
 - the Community and the WFP reserve the right to nominate one or more agents to implement the Agreement. To deal with any eventualities, the WFP shall nominate a representative in each port of shipment.
-

Information on the signing of the Agreement on the supply of food aid between the European Economic Community and the World Food Programme (WFP)

The Agreement between the European Economic Community and the WFP on the supply of cereals as food aid to developing countries, which the Council decided to conclude on 27 June 1974, was signed in Brussels on 3 July 1974 on behalf of the Council of the European Communities by:

Mr Louis Rabot, Director-General for Agriculture, Commission of the European Communities, and on behalf of the WFP by:

Mr F. M. Ustün, Director of the Resources Management Division of that body.

COUNCIL DECISION

of 15 July 1974

concluding the Agreement between the European Economic Community and the United Nations Relief and Works Agency for Palestinian refugees on the supply of butteroil as food aid

(74/439/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 Regulation (EEC) No 530/74 ⁽¹⁾, the Council decided to place at the disposal of the United Nations Relief and Works Agency for Palestinian refugees 2 000 metric tons of butteroil,

HAS DECIDED AS FOLLOWS:

Article 1

On behalf of the Community, the Agreement between the European Economic Community and the United Nations Relief and Works Agency for Palestinian refugees on the supply of butteroil 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 upon them the necessary powers to bind the Community.

Done at Brussels, 15 July 1974.

*For the Council**The President*

Christian BONNET

⁽¹⁾ OJ No L 65, 7. 3. 1974, p. 1.

AGREEMENT

between the European Economic Community and the United Nations Relief and Works Agency for Palestinian refugees on the supply of butteroil as food aid

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

THE UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINIAN REFUGEES
of the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINIAN REFUGEES:

WHO HAVE AGREED AS FOLLOWS:

Article I

The European Economic Community, hereinafter referred to as the 'Community', shall supply as a gift to the United Nations Relief and Works Agency for Palestinian refugees, hereinafter referred to as 'the recipient body', 2 000 metric tons of butteroil fulfilling the quality and packing requirements specified in Annex I, which forms an integral part of this Agreement.

Article II

Deliveries shall be made cif to ports of unloading in Lebanon or Israel.

Article III

The obligations and responsibilities of the Community and the recipient body, 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 recipient body shall undertake to make all the necessary arrangements for the transport of the delivered product from the ports of unloading to their places of destination.

Article V

The recipient body shall undertake to distribute the product received as aid for purposes of consumption and to distribute it to Palestinian refugees free of charge.

Article VI

The Community shall make a contribution to the recipient body to cover the costs incurred in carrying out the operations provided for in Articles IV and V.

This contribution shall be 15 units of account per metric ton of delivered product.

The Community shall undertake to pay this contribution as soon as possible after receipt by the Commission of the European Communities of the information provided for in Article VII.

Article VII

The recipient body shall undertake to notify the Community of the manner in which this Agreement is implemented. It shall in particular send the following information to the Commission of the European Communities every three months until the quantities received have been fully used up: number

of recipients; quantities distributed; places, rate and manner of distribution.

Article VIII

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

Article IX

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

ANNEX I

QUALITY AND CONDITIONS OF PACKING

I. Quality

(a) Characteristics of the product:

Concentrated milk fat containing no less than 99.8% of pure fat;

(b) Standard ingredients:

(Analysis made at time of manufacture and packing)

- moisture and non-fat ingredients of milk: not more than 0.20%;
- fat: not less than 99.8%;
- free fatty acids: not more than 0.5% (expressed as oleic acid);
- peroxide level/kg: not more than one unit (in milli equivalents of active oxygen per kg);
- taste: pure;
- smell: absence of smell extraneous to butteroil.

II. Packing

Metal drums of 200 kg each.

ANNEX II

PROVISIONS REFERRED TO IN ARTICLE III OF THE AGREEMENT

Article 1

Delivery shall be effected and all liability shall pass from the Community to the recipient body at the moment when the goods are either fully unloaded on quayside or else on siloboard at port of unloading, or on lighter.

The recipient body shall pay all subsequent delivery costs, including costs of taking delivery.

Any demurrage costs at the port of unloading, due to delay attributable to the recipient body, shall be borne by the latter. 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 recipient body referred to in the same Article.

Article 2

The Community shall forward to the recipient body, 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, the port of unloading and the daily unloading capacity of that port.

Article 3

The Community shall inform the recipient 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 recipient body at least 72 hours' notice of the probable date of the ship's arrival in the port of unloading.

Article 4

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 body.

The recipient body 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.

Article 5

On delivery of the goods the recipient body shall hand to the authorized agent of the Community a receipt for the goods stating the place and date of their receipt, their nature and quantity and any observations regarding their quality. It shall send a copy thereof to the Commission of the European Communities.

Information on the signing of the Agreement on the supply of food aid between the European Economic Community and the United Nations Relief and Works Agency for Palestinian refugees (UNRWA)

The Agreement between the European Economic Community and the UNRWA on the supply of butteroil as food aid, which the Council decided to conclude on 15 July 1974, was signed in Brussels on 17 July 1974 on behalf of the Council of the European Communities by:

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

Mr Durieux, Director, Directorate-General for Development and Cooperation at the Commission of the European Communities, and on behalf of the UNRWA by:

Mr Ralph Owren, representative of this body in Europe.

COUNCIL DECISION

of 22 July 1974

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

(74/440/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 6 September 1973, the Eastern Republic of Uruguay has requested food aid;

Whereas in view of the cereals supply situation in Uruguay, that country should be accorded, by way of gift, 6 000 metric tons of common wheat under the Community Food Aid Programme for 1973/74,

HAS DECIDED AS FOLLOWS:

Article 1

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

Article 2

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

Done at Brussels, 22 July 1974.

*For the Council**The President*

J. SAUVAGNARGUES

AGREEMENT

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

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

THE GOVERNMENT OF THE EASTERN REPUBLIC OF URUGUAY,
of the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

Mr Etienne BURIN des ROZIERES,
Chairman of the Permanent Representatives Committee;

Mr Hans-Broder KROHN,
Director-General of Development Cooperation at the Commission of the European Communities,

THE GOVERNMENT OF THE EASTERN REPUBLIC OF URUGUAY:

Mr Federico GRÜNWALDT-RAMASSO,
Ambassador Extraordinary and Plenipotentiary,
Head of the Mission of Uruguay to the European Communities;

WHO HAVE AGREED AS FOLLOWS:

Article I

As part of its Food Aid Programme (Cereals) for 1973/74, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Eastern Republic of Uruguay, hereinafter referred to as the 'recipient country', by way of a gift, with 6 000 metric tons of common wheat.

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

Article II

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

Article IV

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.

Article III

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

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

Article V

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies. In particular, the recipient country undertakes to import commercially from whatever source between 1 January 1974 and 31 December 1974 a minimum quantity of 12 800 metric tons of common wheat or its equivalent in flour of common wheat.

Article VI

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 four months of the last delivery, either of local produce of the same nature as that received as aid or of any products and by-products resulting from it.

Article VII

The 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. immediately after the unloading of each cargo: port and date of arrival of vessel; nature, quantity and any observations as to the quality of the products unloaded; date on which unloading was completed; costs of sea transport and of insurance relating thereto;
2. every three months until the quantities received as aid have been fully used: quantities sold, how they have been sold, selling prices; normal selling costs on the recipient country's market; insurance costs and, where appropriate, transport costs from the port of unloading to the places of destination;
3. on 15 January every year until the special account had been fully used:
 - (a) state of this account (deposits and withdrawals) on 31 December of the preceding year;
 - (b) progress achieved in the project or projects, with an indication of the total amount of financing carried out at that stage.

Article VIII

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

Article IX

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

ANNEX

ARRANGEMENTS REFERRED TO IN ARTICLE II OF THE AGREEMENT

CHAPTER I

General Provisions

Article 1

Delivery shall be effected and all risk shall pass from the Community to the country of destination at the

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

Article 2

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

Article 3

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

Article 4

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

CHAPTER II

Obligations of the Community

Article 5

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

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

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

Article 6

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

CHAPTER III

Obligations of the country of destination

Article 7

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

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

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

Article 8

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

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

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

Article 9

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

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

In the latter case the Community may consider that it has discharged its commitment to the country of

destination under Article I of this Agreement and shall bear the costs resulting from renunciation.

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

Article 10

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

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

The Agreement between the European Economic Community and Uruguay on the supply of common wheat as food aid, which the Council decided to conclude on 22 July 1974, was signed in Brussels on 23 July 1974 on behalf of the Council of the European Communities by:

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

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

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

COMMISSION

COMMISSION DECISION

of 25 July 1974

relating to the setting-up of a Joint Committee on Social Problems in Sea Fishing

(74/441/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community and in particular Article 118 thereof;

Whereas the Heads of State or Government stated in their Declaration of 21 October 1972 that the first aim of economic expansion should be to enable disparities in living conditions to be reduced and that this aim should express itself in a better quality and in a higher standard of living;

Whereas in this association of ideas they considered it indispensable that both employers and employees should be increasingly involved in the economic and social decisions of the Community;

Whereas amongst the priority matters contained in the Community's 'Social Action Programme' the Commission has recommended that dialogue and conciliation between employers and employees be promoted at Community level;

Whereas the European Parliament in its Resolution of 13 June 1972 ⁽¹⁾ has stated that the participation of employers and employees in the elaboration of a Community social policy should be achieved during the first stage of economic and monetary union;

Whereas the Economic and Social Committee, in its Opinion of 24 November 1971, expressed a similar view;

Whereas the situation in the Member States clearly demonstrates the need for the two sides of the fishing industry to participate actively in the improvement and harmonization of living and working conditions in sea fishing; whereas a Joint Committee attached to the Commission is the most appropriate means of ensuring such participation by creating at Community level a forum for interlocutors who represent the socio-economic elements involved,

HAS DECIDED AS FOLLOWS:

Article 1

The Commission hereby creates a Joint Committee on Social Problems in Sea Fishing (hereinafter called the 'Committee').

Article 2

The Committee shall assist the Commission in the formulation and implementation of the Community social policy aimed at improving and harmonizing the living and working conditions in sea fishing.

Article 3

1. In order to attain the objectives laid down in Article 2, the Committee shall:

- (a) issue opinions and submit reports to the Commission, either at the latter's request or on its own initiative,
and
- (b) in respect of matters falling within the competence of the employers' and employees' associations listed in Article 4;

⁽¹⁾ OJ No C 70, 1. 7. 1972, p. 11.

- promote dialogue and conciliation and facilitate negotiation between these associations;
- arrange for studies to be carried out;
- participate in discussions and seminars.

2. The Committee shall ensure that all interested parties are informed of its activities.

3. Upon requesting an opinion or report of the Committee the Commission may fix a time limit within which the opinion or report shall be given.

Article 4

1. The Committee shall consist of 42 members.
2. The members of the Committee shall be appointed by the Commission on a proposal from the following associations of employers in sea fishing and associations of fishermen:

Employers' Associations:

- Association of National Organizations of Fishing Enterprises in the EEC (EUROPECHE);
- Specialized Committee for Fishing Cooperatives in the EEC (COGECA).

Employees' Associations:

- The Committee of Transport Unions in the Community (ITF);
- The European Transport Committee (ETC—WCL);
- The CGT—CGIL European Committee for the Coordination of Fishermen's Trade Unions.

3. Seats shall be attributed as follow:

- (a) to representatives of the employers' associations, 21;
- (b) to representatives of the employees' associations, 21.

Article 5

1. An alternate shall be appointed for each member of the Committee under the same conditions as laid down in Article 4.

2. Without prejudice to the provisions of Article 10 an alternate shall not attend meetings of the Com-

mittee or a working group provided for in Article 10, nor participate in its works, unless the member for whom he is the alternate is prevented from doing so.

Article 6

A list of members and their alternates shall be published for information by the Commission in the *Official Journal of the European Communities*.

Article 7

1. Committee members and their alternates shall hold office for a term of four years; appointments shall be renewable.

2. Members and their alternates whose term of office has expired shall remain in office until they have been replaced or their term of office has been renewed.

3. A member's or alternate's term of office shall cease before the expiration of the period of four years upon his resignation or death or if the association which nominated him requests his replacement. The vacancy thereby caused shall be filled in the manner prescribed in Article 4 by a person appointed for the remainder of the term of office.

4. There shall be no payment for duties performed.

Article 8

1. The Committee shall, by a two-thirds majority of members present, elect from among its members a Chairman and Vice-Chairman who shall hold office for a term of two years. The Chairman and the Vice-Chairman shall be chosen alternately, and in reverse order, from amongst the two groups of associations listed in Article 4. The Chairman or Vice-Chairman whose term of office has expired shall remain in office until he has been replaced.

2. Should the Chairman or Vice-Chairman cease to hold office before expiry of its term, he shall be replaced for the remainder of the term by a person appointed in the manner prescribed in paragraph 1 of this Article upon a proposal from the group to which his association belongs.

Article 9

The Committee may create a bureau consisting of the Chairman, Vice-Chairman and Rapporteurs of the working groups provided for in the following Article 10 to plan and coordinate its work.

Article 10

The Committee may:

- (a) set up *ad hoc* or permanent working groups to facilitate its work. It may authorize a member to delegate another representative of his association, who shall be named, to take his place in a working group; such delegate shall enjoy the same rights at meetings of the working group as the member he replaces;
- (b) ask the Commission to appoint experts to assist it in specific tasks. It shall be its duty to do so if one of the associations listed in Article 4 requests this.
- (c) ask for the attendance at Committee meetings, as an expert, of any person who is specially qualified in any particular subject on the agenda. The expert shall be present only for the discussion of the particular subject for which his attendance is required.

Article 11

The Committee shall be convened by the secretary at the request of the Commission, the bureau or of one-third of the Committee's members. In the latter case, the Committee shall meet within 30 days.

Article 12

1. No opinion of the Committee shall be valid unless two-thirds of the members or their alternates are present.
2. The Committee shall submit its opinions or reports to the Commission. If an opinion or report

is not unanimous, the Committee shall submit to the Commission the dissenting opinions delivered.

Article 13

1. The Commission shall provide a secretariat for the Committee, the bureau and the working groups.
2. Representatives of the services of the Commission shall attend the meetings of the Committee, the bureau and the working groups.
3. A representative of the secretariat of each of the associations listed in Article 4 shall attend the meetings of the Committee as observer.

Article 14

If the Commission has informed the Committee that an opinion requested relates to a matter of a confidential nature, members of the Committee shall be bound, without prejudice to the provisions of Article 214 of the Treaty, not to disclose any information acquired at the meetings of the Committee or the working groups. In this event, only the members of the Committee and the representatives of the services of the Commission shall be present at the meetings.

Article 15

This Decision shall enter into force on 25 July 1974.

Done at Brussels, 25 July 1974.

For the Commission

The President

François-Xavier ORTOLI

COMMISSION DECISION

of 25 July 1974

relating to the setting-up of a Joint Committee on Social Problems of Agricultural Workers

(74/442/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community and in particular Article 118 thereof;

Whereas the Heads of State or Government stated in their Declaration of 21 October 1972 that the first aim of economic expansion should be to enable disparities in living conditions to be reduced and that this aim should express itself in a better quality and in a higher standard of living; whereas in this association of ideas they considered it indispensable that both employers and employees should be increasingly involved in the economic and social decisions of the Community;

Whereas amongst the priority matters contained in the Community's 'Social Action Programme' the Commission has recommended that dialogue and conciliation between employers and employees be promoted at Community level;

Whereas the European Parliament in its Resolution of 13 June 1972 ⁽¹⁾ has stated that the participation of employers and employees in the elaboration of a Community social policy should be achieved during the first stage of economic and monetary union;

Whereas the Economic and Social Committee, in its Opinion of 24 November 1971, expressed a similar view;

Whereas the situation in the Member States clearly demonstrates the need for the two sides of agriculture to participate actively in the improvement and harmonization of living and working conditions of agricultural workers; whereas a Joint Committee attached to the Commission is the most appropriate means of ensuring such participation by creating

at Community level a forum for interlocutors who represent the socio-economic elements involved,

HAS DECIDED AS FOLLOWS:

Article 1

The Commission hereby creates a Joint Committee on Social Problems of Agricultural Workers (hereinafter called the 'Committee').

Article 2

The Committee shall assist the Commission in the formulation and implementation of the Community social policy aimed at improving and harmonizing the living and working conditions of agricultural workers.

Article 3

1. In order to attain the objectives laid down in Article 2, the Committee shall:

(a) issue opinions and submit reports to the Commission, either at the latter's request or on its own initiative,

and

(b) in respect of matters falling within the competence of the employers' and employees' associations listed in Article 4:

- promote dialogue and conciliation and facilitate negotiation between these associations;
- arrange for studies to be carried out;
- participate in discussions and seminars.

2. The Committee shall ensure that all interested parties are informed of its activities.

⁽¹⁾ OJ No C 70, 1. 7. 1972, p. 11.

3. Upon requesting an opinion or report of the Committee, the Commission may fix a time limit within which the opinion or report shall be given.

Article 4

1. The Committee shall consist of 50 members.

2. The members of the Committee shall be appointed by the Commission on a proposal from the following association of agricultural employers and associations of agricultural employees:

Employers' Association:

the Committee of Agricultural Trade Organizations of the European Economic Community (COPA);

Employees' Associations:

the European Federation of Agricultural Workers (CESL) in the Community (EFA);

the European Federation of Agriculture of the World Confederation of Labour (EUROFEDAG);

the CGT-CGIL European Committee for the coordination of Agricultural Workers' Trade Unions.

3. Seats shall be attributed as follows:

- (a) to representatives of the employers' association, 25;
- (b) to representatives of the employees' associations, 25.

Article 5

1. An alternate shall be appointed for each member of the Committee under the same conditions as laid down in Article 4.

2. Without prejudice to the provisions of Article 10 an alternate shall not attend meetings of the Committee or a working group provided for in Article 10, nor participate in its work, unless the member for whom he is the alternate is prevented from doing so.

Article 6

A list of members and their alternates shall be published for information by the Commission in the *Official Journal of the European Communities*.

Article 7

1. Committee members and their alternates shall hold office for a term of four years; appointments shall be renewable.

2. Members and their alternates whose term of office has expired shall remain in office until they have been replaced or their term of office has been renewed.

3. A member's or alternate's term of office shall cease before the expiration of the period of four years upon his resignation or death or if the association which nominated him requests his replacement. The vacancy thereby caused shall be filled in the manner prescribed in Article 4 by a person appointed for the remainder of the term of office.

4. There shall be no payment for duties performed.

Article 8

1. The Committee shall, by a two-thirds' majority of members present, elect from among its members a Chairman and Vice-Chairman who shall hold office for a term of two years. The Chairman and the Vice-Chairman, shall be chosen alternately, and in reverse order, from amongst the two groups of associations listed in Article 4. The Chairman or Vice-Chairman whose term of office has expired shall remain in office until he has been replaced.

2. Should the Chairman or Vice-Chairman cease to hold office before expiry of its term, he shall be replaced for the remainder of the term by a person appointed in the manner prescribed in paragraph 1 of this Article upon a proposal from the group to which his association belongs.

Article 9

The Committee may create a bureau consisting of the Chairman, Vice-Chairman and Rapporteurs of the working groups provided for in the following Article 10 to plan and coordinate its work.

Article 10

The Committee may:

- (a) set up *ad hoc* or permanent working groups to facilitate its work. It may authorize a member to delegate another representative of his association, who shall be named, to take his place in a working group; such delegate shall enjoy the same rights at meetings of the working group as the member he replaces;
- (b) asks the Commission to appoint experts to assist it in specific tasks. It shall be its duty to do so if one of the associations listed in Article 4 requests this.
- (c) ask for the attendance at Committee meetings, as an expert, of any person who is specially

qualified in any particular subject on the agenda. The expert shall be present only for the discussion of the particular subject for which his attendance is required.

Article 11

The Committee shall be convened by the secretary at the request of the Commission, the bureau or of one third of the Committee's members. In the latter case, the Committee shall meet within 30 days.

Article 12

1. No opinion of the Committee shall be valid unless two-thirds of the members, or their alternates, are present.

2. The Committee shall submit its opinions or reports to the Commission. If an opinion or report is not unanimous, the Committee shall submit to the Commission the dissenting opinions delivered.

Article 13

1. The Commission shall provide a secretariat for the Committee, the bureau and the working groups.

2. Representatives of the services of the Commission shall attend the meetings of the Committee, the bureau and the working groups.

3. A representative of the secretariat of each of the associations listed in Article 4 shall attend the meetings of the Committee as observer.

Article 14

If the Commission has informed the Committee that an opinion requested relates to a matter of a confidential nature, members of the Committee shall be bound, without prejudice to the provisions of Article 214 of the Treaty, not to disclose any information acquired at the meetings of the Committee or the working groups. In this event, only the members of the Committee and the representatives of the services of the Commission shall be present at the meetings.

Article 15

This Decision shall enter into force on 25 July 1974.

Done at Brussels, 25 July 1974.

For the Commission

The President

François-Xavier ORTOLI

COMMISSION DECISION

of 26 July 1974

authorizing the Federal Republic of Germany to apply special intervention measures for barley

(Only the German text is authentic)

(74/443/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community;

Having regard to Council Regulation No 120/67/EEC⁽¹⁾ of 13 June 1967 on the common organization of the market in cereals, as last amended by Regulation (EEC) No 1125/74⁽²⁾ and in particular the second paragraph of Article 8 and Article 24 thereof;

Having regard to Council Regulation No 174/67/EEC⁽³⁾ of 27 June 1967 on special intervention measures for cereals, as last amended by Regulation (EEC) No 445/68⁽⁴⁾, and in particular Article 1 thereof;

Having regard to the communication from the Federal Republic of Germany, which reached the Commission on 13 July 1974, stating the particularly difficult situation for holders of barley and including a request for special intervention measures covering 250 000 metric tons of barley;

Whereas as a result of the price relationship between cereals during previous marketing years quantities of barley amounting to about 300 000 metric tons have regularly been placed in intervention in Germany; whereas the market situation may give rise to the fear of renewed deliveries of this product into intervention immediately after the harvest;

Whereas measures suited to the circumstances described above should be taken in order to avoid the German intervention agency being obliged to make large purchases of barley; whereas the market should therefore be eased by removing from it for a fixed period a quantity of this product; whereas a quantity of 150 000 metric tons would seem to

be sufficient to attain that objective; whereas to this end contracts should be established between the holders and the German intervention agency and the detailed rules for this system should be laid down;

Whereas in order to attain the objectives referred to, the holders of barley should be given an allowance for the storage costs which they will incur and which would have been automatically and wholly at the expense of intervention agency if they had offered their stocks to it;

Whereas in case of any disturbance on the Community market, the possibility should remain for the intervention agencies concerned to authorize the termination of storage for the quantities in question, under the procedure laid down in Article 26 of Regulation No 120/67/EEC;

Whereas the measures provided for in this Decision are in accordance with the Opinion of the Management Committee for Cereals,

HAS ADOPTED THIS DECISION:

Article 1

The Federal Republic of Germany is authorized to have its intervention agency carry out special intervention operations for 150 000 metric tons of barley within the framework of the undermentioned provisions.

These operations shall involve the conclusion before 29 August 1974 of contracts, between the intervention agency and holders of barley, in terms of which:

- (a) the holders shall undertake to keep in store from 12 August to 31 December 1974 a given quantity of barley;
- (b) the intervention agency shall grant to the holders of that quantity, at the end of the period laid down in (a), a monthly premium, intended to cover storage and credit costs, fixed contractually at 0.70 unit of account per metric ton.

⁽¹⁾ OJ No 117. 19. 6. 1967, p. 2269/67.

⁽²⁾ OJ No L 128, 10. 5. 1974, p. 12.

⁽³⁾ OJ No 130, 28. 6. 1967, p. 2609/67.

⁽⁴⁾ OJ No L 91, 12. 4. 1968, p. 3.

Article 2

Holders who wish to enter such an undertaking must make a written application amount to a firm undertaking to the intervention agency before 12 August 1974, indicating the quantity in question, which may not be less than 300 metric tons.

Should the total quantity in respect of which the holders wish to contract exceed the quantity given in the first paragraph of Article 1, the intervention agency shall allocate the quantity which will be contracted in proportion to the quantity offered by each holder.

The competent agency shall communicate to the holder, before 22 August 1974, the quantity which will be subject to the undertaking.

Article 3

The operations referred to in Article 1 may only relate to barley from the 1974 crop which fulfils the conditions laid down for acceptability for intervention.

The intervention agency shall verify the existence of the claimants' stocks before signature of the contract and at the end of the period of storage. Moreover it shall carry out all necessary control measures to confirm that the undertaking is respected.

Article 4

The Member States concerned may be authorized, according to the procedure laid down in Article 26

of Regulation No 120/67/EEC, to terminate the undertaking provided for in Article 1 (a).

In this case the monthly premium referred to in Article 1 (b) shall be granted up to the day fixed for termination of the undertaking at the end of the actual period of storage.

If the date fixed for the termination of the undertaking is not the last day of a month, the premium relating to that month shall be reduced in proportion to the number of days which separate that date from the end of the month.

For the remainder of the period from that day until 31 December 1974, a forfeit at a rate of 0.008 unit of account per metric ton per day shall be paid.

Article 5

The Member States concerned shall keep the Commission informed as to the development of the operations provided for in this Decision.

Article 6

This Decision is addressed to the Federal Republic of Germany.

Done at Brussels, 26 July 1974

For the Commission

The President

François-Xavier ORTOLI

COMMISSION DECISION

of 26 July 1974

relating to the urgent supply of skimmed-milk powder free at airport to be delivered to the Niger as food aid

(Only the French and Dutch texts are authentic)

(74/444/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community;

Having regard to Council Regulation (EEC) No 804/68 ⁽¹⁾ of 27 June 1968 on the common organization of the market in milk and milk products, as last amended by Regulation (EEC) No 662/74 ⁽²⁾, and in particular to Articles 7 ⁽⁵⁾ and 28 thereof;

Whereas Council Regulation (EEC) No 3582/73 ⁽³⁾ of 28 December 1973, establishing the general rules regarding the supply of skimmed-milk powder as food aid to the countries of the Sahel and Ethiopia, provides for the supply to these countries of 14 000 metric tons of skimmed-milk powder;

Whereas the same Regulation laid down in Article 2 that the transport of the skimmed-milk powder to distribution points should be financed by the Community; whereas Article 3 lays down that the transportation to the distribution points should normally be covered by a tendering procedure or in exceptional cases by recourse to a procedure of mutual agreement;

Whereas Commission Regulation (EEC) No 192/74 ⁽⁴⁾ of 18 January 1974 on the supply of skimmed-milk powder as food aid to the countries of the Sahel and Ethiopia, has provided certain rules for the supply;

Whereas the current food situation in the Niger necessitates an action allowing speedy delivery of certain quantities, which, taking into account the stocks at the disposal of the intervention agencies, can be delivered by the Belgian intervention agency, to the more remote areas of the country; whereas

as a consequence it is preferable to take advantage of the possibility of transporting the powder which the Belgian Government has set aside by air and to a procedure of mutual agreement for the transportation to the airport of embarkation;

Whereas moreover the handling of the air-lift by the Belgian Government means that the intervention agency concerned is responsible only for the transport of the skimmed-milk powder to the airport of embarkation;

Whereas, for a successful operation, it is necessary that the Belgian intervention agency notifies the Commission of the costs incurred;

Whereas the measures provided for in this Decision are in accordance with the Opinion of the Management Committee for Milk and Milk Products,

HAS ADOPTED THIS DECISION:

Article 1

1. According to the provisions of Article 1 (1), (3) and (5) of Regulation (EEC) No 192/74, 172 metric tons of skimmed-milk powder are to be delivered to the Niger, pursuant to Regulation (EEC) No 3582/73.
2. The skimmed-milk powder to be delivered shall be taken from the Belgian intervention agency.
3. The skimmed-milk powder shall as regards quality and packaging satisfy the requirements laid down in Annex I of Commission Regulation (EEC) No 1108/68 ⁽⁵⁾ of 27 July 1968 concerning the methods of public storage of skimmed-milk powder, as last amended by Regulation (EEC) No 1636/74 ⁽⁶⁾.

⁽¹⁾ OJ No L 148, 28. 6. 1968, p. 13.

⁽²⁾ OJ No L 85, 29. 3. 1974, p. 51.

⁽³⁾ OJ No L 359, 28. 12. 1973, p. 50.

⁽⁴⁾ OJ No L 21, 25. 1. 1974, p. 33.

⁽⁵⁾ OJ No L 184, 29. 7. 1968, p. 34.

⁽⁶⁾ OJ No L 173, 28. 6. 1974, p. 60.

The packaging of the skimmed-milk powder shall be marked in letters at least 2 cm high:

‘Lait écrémé en poudre

Don de la Communauté économique européenne
au Niger

A distribuer gratuitement’.

Article 2

The delivery is to be effected on the days and from the Belgian airports communicated to the intervention agency concerned by the Commission.

Article 3

The costs of transport of the skimmed-milk powder to the airports referred to in Article 2 shall be

determined by the intervention agency concerned by a procedure of mutual agreement under the least onerous conditions, taking into account the availability of transport.

Article 4

This Decision is addressed to the Kingdom of Belgium.

Done at Brussels, 26 July 1974.

For the Commission

The President

François-Xavier ORTOLI

COMMISSION DECISION

of 29 July 1974

fixing the minimum selling price for butter for the 49th individual invitation to tender under the standing invitation to tender provided for by Regulation (EEC) No 1259/72

(74/445/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community;

Having regard to Council Regulation (EEC) No 804/68 ⁽¹⁾ of 27 June 1968 on the common organization of the market in milk and milk products, as last amended by Regulation (EEC) No 662/74 ⁽²⁾, and in particular Article 6 ⁽⁷⁾ thereof;

Having regard to Council Regulation (EEC) No 985/68 ⁽³⁾ of 15 July 1968 laying down general rules for intervention on the market in butter and cream, as last amended by Regulation (EEC) No 2714/72 ⁽⁴⁾, and in particular Article 7a thereof;

Whereas, pursuant to Commission Regulation (EEC) No 1259/72 ⁽⁵⁾ of 16 June 1972 on the disposal of butter at a reduced price to certain Community processing undertakings, as last amended by Regulation (EEC) No 324/74 ⁽⁶⁾, intervention agencies have put up for sale by standing invitation to tender certain quantities of butter held by them;

Whereas Article 9 of that Regulation provides that, in the light of the tenders received, a minimum selling price must be fixed which may vary with the fat content of the butter; whereas alternatively a decision may be taken not to proceed with the invitation to tender; whereas the amount of the processing security must be fixed in the light of the difference between the minimum selling price and the market price of the butter;

Whereas, in the light of the tenders received in response to the 49th individual invitation to tender, the minimum selling price should be fixed at the level specified below and the processing security determined accordingly;

Whereas the measures provided for in this Decision are in accordance with the Opinion of the Management Committee for Milk and Milk Products,

HAS ADOPTED THIS DECISION:

Article 1

For the 49th individual invitation to tender under Regulation (EEC) No 1259/72, in respect of which the time limit for the submission of tenders expires on 23 July 1974,

- (a) the minimum selling price to be considered when awarding contracts shall be 90 units of account per 100 kg butter with a fat content of 82% or more,
- (b) the processing security shall be 99 units of account per 100 kg butter without prejudice to the provisions of the second and third subparagraphs of Article 12 (1) of Regulation (EEC) No 1259/72.

Article 2

This Decision is addressed to the Member States.

Done at Brussels, 29 July 1974.

For the Commission

The President

François-Xavier ORTOLI

⁽¹⁾ OJ No L 148, 28. 6. 1968, p. 13.

⁽²⁾ OJ No L 85, 29. 3. 1974, p. 51.

⁽³⁾ OJ No L 169, 18. 7. 1968, p. 1.

⁽⁴⁾ OJ No L 291, 28. 12. 1972, p. 15.

⁽⁵⁾ OJ No L 139, 17. 6. 1972, p. 18.

⁽⁶⁾ OJ No L 35, 8. 2. 1974, p. 28.

COMMISSION DECISION

of 2 August 1974

amending the Commission Decision of 4 March 1974 relating to the urgent supply of skimmed-milk powder free at airport to be delivered to the Niger as food aid

(Only the French and Dutch texts are authentic)

(74/446/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community;

Having regard to Council Regulation (EEC) No 804/68 ⁽¹⁾ of 27 June 1968 on the common organization of the market in milk and milk products, as last amended by Regulation (EEC) No 662/74 ⁽²⁾, and in particular Article 7 (5) thereof;

Whereas the Commission Decision of 4 March 1974 ⁽³⁾ relating to the urgent supply of skimmed-milk powder free at airport to be delivered to the Niger as food aid provides for the supply by air of 300 metric tons of skimmed-milk powder to the Niger; whereas this quantity is to be delivered free at airport in consignments of 100 metric tons each by the Belgian, German and French intervention agencies;

Whereas it was possible for the Belgian intervention agency to transport a further 20 metric tons and the French intervention agency eight metric tons; whereas in view of the urgency of the situation it seemed appropriate to make use of such opportunities; whereas the aforementioned Decision must therefore be adapted;

Whereas the measures provided for in this Decision are in accordance with the Opinion of the Management Committee for Milk and Milk Products,

HAS ADOPTED THIS DECISION:

Article 1

In Article 1 (2) of the Commission Decision of 4 March 1974 the quantity '100 metric tons' appearing in the first and third indents are replaced by '120 metric tons' and '108 metric tons' respectively.

Article 2

This Decision is addressed to the Kingdom of Belgium and the French Republic.

Done at Brussels, 2 August 1974.

For the Commission

The President

François-Xavier ORTOLI

⁽¹⁾ OJ No L 148, 28. 6. 1968, p. 13.

⁽²⁾ OJ No L 85, 29. 3. 1974, p. 51.

⁽³⁾ OJ No L 87, 30. 3. 1974, p. 27.

COMMISSION DECISION

of 2 August 1974

fixing the maximum amount for private storage aid for beef and veal

(74/447/EEC)

THE COMMISSION OF THE EUROPEAN
COMMUNITIES,

Having regard to the Treaty establishing the
European Economic Community;

Having regard to Council Regulation (EEC)
No 805/68 ⁽¹⁾ of 27 June 1968 on the common
organization of the market in beef and veal, as last
amended by Regulation (EEC) No 1855/74 ⁽²⁾, and
in particular Article 8 (2) thereof;

Whereas, by Commission Regulation (EEC) No
1824/74 ⁽³⁾ of 12 July 1974 determining the
commencement of measures concerning private
storage aid for beef and veal, two tenders to
determine the amounts of private storage aid were
opened, in conformity with the provisions of Com-
mission Regulation (EEC) No 275/74 ⁽⁴⁾ of
31 January 1974 laying down detailed rules for the
grant by tender of private storage aid for beef and
veal; whereas Article 8 (1) of Regulation (EEC) No
275/74 provides that either a maximum amount for
aid shall be fixed or a decision shall be taken to
discontinue the invitation to tender;

Whereas, on the basis of the tenders received and in
view of, *inter alia*, the requirements of the fourth
subparagraph of Article 4 (2) of Council Regulation
(EEC) No 989/68 ⁽⁵⁾ of 15 July 1968 laying down
general rules for granting private storage aid for beef
and veal, the amount of aid should be fixed for
each tender;

Whereas the measures provided for in this
Decision are in accordance with the Opinion of the
Management Committee for Beef and Veal,

HAS ADOPTED THIS DECISION:

Article 1

The maximum amount for private storage aid for
the tenders opened by Regulation (EEC) No 1824/74
per 100 kilogrammes of the following meat products
shall be as follows:

- (a) 44.50 units of account for products falling within
subheading 02.01 A II a) 1 bb) 22 of the
Common Customs Tariff;
- (b) 38.30 units of account for products falling within
subheading 02.01 A II a) 1 cc) 22 of the
Common Customs Tariff, of which the weight
per piece is not below three kilogrammes.

Article 2

This Decision is addressed to the Member States.

Done at Brussels, 2 August 1974.

For the Commission

The President

François-Xavier ORTOLI

⁽¹⁾ OJ No L 148, 28. 6. 1968, p. 24.

⁽²⁾ OJ No L 195, 18. 7. 1974, p. 14.

⁽³⁾ OJ No L 190, 13. 7. 1974, p. 17.

⁽⁴⁾ OJ No L 28, 1. 2. 1974, p. 61.

⁽⁵⁾ OJ No L 169, 18. 7. 1968, p. 10.