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II

(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DECISION

of 2 October 1974

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

(74/520/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

HAS DECIDED AS FOLLOWS:

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

Having regard to the recommendation from the Commission;

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

Whereas by its letter of 5 June 1973, the Republic of Cyprus has requested food aid;

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

Article 1

The Agreement between the European Economic Community and the Republic of Cyprus 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 Luxembourg, 2 October 1974.

For the Council

The President

Ch. BONNET

AGREEMENT

between the European Economic Community and the Republic of Cyprus 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 CYPRUS,
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 CYPRUS:

WHO HAVE AGREED AS FOLLOWS:

Article I

As part of its food-aid programme (cereals) for 1973/74, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Republic of Cyprus, hereinafter referred to as the 'country of destination', by way of gift, with 5 000 metric tons of common wheat.

Article II

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

Article III

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

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

Article IV

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

The proceeds from this sale shall be paid into a special account at the central bank of that country and allocated to the financing of one or more development schemes in accordance with the procedure to be agreed between the recipient country and the Community.

Article V

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies. In particular, the country of destination undertakes to import commercially from whatever source between 1 July 1974 and 30 June 1975 a minimum quantity of

33 400 metric tons of common wheat, or its equivalent in flour of common wheat.

Article VI

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

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

Article VII

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

1. immediately after the discharge of each cargo: port and date of arrival of vessel; nature, quantity and any observations as to the quality of the product discharged; date on which discharge was completed; costs of sea transport and of insurance relating thereto;

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

Article VIII

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

Article IX

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

ANNEX

DELIVERY PROCEDURES

CHAPTER I

General provisions

Article 1

Delivery shall be effected and all risk shall pass from the Community to the country of destination at the moment at which the goods are put down at the point of exportation named by the Commission of the European Communities at the berth specified by the country of destination or its agent referred to in Article 3 and under the terms specified in this Annex. Without prejudice to Articles 8 and 9 the Community shall bear all costs prior to delivery and the country of destination 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 paragraph shall be refunded by the Community only if they have been paid by the country of destination with the approval of the Community.

Article 6

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

CHAPTER III

Obligations of the country of destination

Article 7

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

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

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

Article 8

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

In this event the agents of the Community and of the country of destination may agree on a new date for the commencement of delivery and, if applicable, a new schedule. 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 paragraph be more than 30 clear days after the date for loading provided for in the first paragraph of Article 7, the Community may dispose of the goods without prejudice to its commitment under Article I of this Agreement.

Article 9

Where the quantity 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 paragraphs of Article 8 shall apply to the balance, if delivery has not yet taken place.

In the latter case the Community may consider that it has discharged its commitment to the country of destination under Article I of this Agreement and shall bear the costs resulting from renunciation.

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

Article 10

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

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

The Agreement between the European Economic Community and Cyprus on the supply of common wheat as food aid, which the Council decided to conclude on 2 October 1974, was signed in Brussels on 3 October 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 of the Commission of the European Communities,

and on behalf of the Government of Cyprus by:

Mr Titos Phanos, Ambassador Extraordinary and Plenipotentiary, Permanent Representative of Cyprus accredited to the European Economic Community.

COUNCIL DECISION

of 2 October 1974

on the conclusion of the Agreement between the European Economic Community
and the Republic of Cyprus on the supply of butteroil as food aid

(74/521/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 250 metric
tons of butteroil available to the Republic of Cyprus,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of
Cyprus on the supply of butteroil 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 powers necessary to bind the
Community.

Done at Luxembourg, 2 October 1974.

*For the Council**The President*

Ch. BONNET

⁽¹⁾ OJ No L 65, 7. 3. 1974, p. 1.

AGREEMENT

between the European Economic Community and the Republic of Cyprus on the supply of butteroil as food aid

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

THE GOVERNMENT OF THE REPUBLIC OF CYPRUS,
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 CYPRUS:

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 Cyprus, hereinafter referred to as the 'country of destination', 250 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 purposes of consumption and to apply, for the sale of the product on its market, the prices normally charged on that market for products of comparable quality.

The proceeds from this sale shall be paid into a special account at the central bank of that country and allocated to the financing of one or more development schemes in accordance with the procedure to be agreed between the recipient country and the Community.

Article V

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

Article VI

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

- the re-export of the product received as aid and of products derived therefrom;
- the export, commercially or otherwise, within six months from the date of the last delivery, either of a product obtained locally of the same kind as that received as aid or of any products derived therefrom.

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:

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 market of the country of destination; insurance costs and, where appropriate, transport costs from the port of discharge to the places of destination;

3. on 15 January every year until the special account has been fully used:
 - (a) state of this account (deposits and withdrawals) on 31 December of the preceding year;
 - (b) progress achieved in the project or projects, with an indication of the total amount of financing carried out at that stage.

Article VIII

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

Article IX

This Agreement 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 one unit (in milli equivalents of active oxygen per kg);
- taste: pure;
- smell: absence of smell extraneous to butteroil.

II. Conditions of packaging

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

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

‘Butteroil — Gift of the European Economic Community to the Republic of Cyprus.’

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

Article 3

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

CHAPTER II

Obligations of the Community

Article 4

Where the Community is not in a position to carry out delivery on the date, and, if applicable, according to the schedule laid down in Article 6, all costs arising for the country of destination — 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 between the European Economic Community and the Republic of Cyprus on the supply of food aid

The Agreement between the European Economic Community and Cyprus on the supply of butteroil as food aid, which the Council decided to conclude on 2 October 1974, was signed in Brussels on 3 October 1974, on behalf of the Council of the European Communities by:

Mr Etienne Burin des Roziers, 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 Cyprus by:

Mr Titos Phanos, Ambassador Extraordinary and Plenipotentiary, Permanent Representative accredited to the European Economic Community.

COUNCIL DECISION

of 2 October 1974

on the conclusion of the Agreement between the European Economic Community
and the People's Republic of Bangladesh on the supply of butteroil as food aid

(74/522/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 6 500 metric
tons of butteroil 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 butteroil 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 powers necessary to bind the
Community.

Done at Luxembourg, 2 October 1974.

For the Council
The President
Ch. BONNET

⁽¹⁾ OJ No L 65, 7. 3. 1974, p. 1.

AGREEMENT

**between the European Economic Community and the People's Republic of Bangladesh
on the supply of butteroil 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 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', 6 500 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 point 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 purposes of consumption and to apply, for the sale of the product on its market, the prices normally charged on that market for products of comparable quality.

The proceeds from this sale shall be paid into a special account at the central bank of that country and allocated to the financing of one or more development schemes in accordance with the procedure to be agreed between the recipient country and the Community.

Article V

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

Article VI

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

- the re-export of the product received as aid and of products 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.

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:

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 market of the country of destination; insurance costs and, where appropriate, transport costs from the port of discharge to the places of destination.

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

- (a) state of this account (deposits and withdrawals) on 31 December of the preceding year;
- (b) progress achieved in the project or projects, with an indication of the total amount of financing carried out at that stage.

Article VIII

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

Article IX

This Agreement 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 one unit (in milli equivalents of active oxygen per kg);
- taste: pure;
- smell: absence of smell extraneous to butteroil.

II. Conditions of packaging

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

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

'Butteroil — Gift of the European Economic Community to the People's Republic of Bangladesh.'

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

Article 3

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

CHAPTER II

Obligations of the Community

Article 4

Where the Community is not in a position to carry out delivery on the date, and, if applicable, according to the schedule laid down in Article 6, all costs arising for the country of destination — 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 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 butteroil as food aid, which the Council decided to conclude on 2 October 1974, was signed in Brussels on 3 October 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 of the Commission of the European Communities,

and on behalf of the Government of the People's Republic of Bangladesh by:

Mr A. M. Sanaul Huq, Ambassador Extraordinary and Plenipotentiary, Head of the Mission of Bangladesh to the European Economic Community.

COUNCIL DECISION

of 2 October 1974

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

(74/523/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the recommendation from the Commission;

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

Whereas by its letter of 23 July 1973, the People's Republic of Bangladesh has requested food aid;

Whereas in view of the cereal supply situation in Bangladesh, that country should be accorded, by way of gift, 115 000 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 People's Republic of Bangladesh 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 Luxembourg, 2 October 1974.

For the Council

The President

Ch. BONNET

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 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 People's Republic of Bangladesh, hereinafter referred to as the 'country of destination', by way of gift, with 115 000 metric tons of common wheat.

Article II

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

Article III

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

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

this connection shall be the subject of consultations under Article VIII.

Article IV

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

The proceeds from this sale shall be paid into a special account at the central bank of that country and allocated to the financing of one or more development schemes in accordance with the procedure to be agreed between the recipient country and the Community.

Article V

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

Article VI

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

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

Article VII

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

1. immediately after the discharge of each cargo: port and date of arrival of vessel; nature, quantity and any observations as to the quality of the product discharged; date on which discharge was completed; costs of sea transport and of insurance relating thereto;

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

Article VIII

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

Article IX

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

*ANNEX***DELIVERY PROCEDURES****CHAPTER I****General provisions***Article 1*

Delivery shall be effected and all risk shall pass from the Community to the country of destination at the moment at which the goods are put down at the point of exportation named by the Commission of the European Communities at the berth specified by the country of destination or its agent referred to in Article 3 and under the terms specified in this Annex. Without prejudice to Articles 8 and 9 the Community shall bear all costs prior to delivery and the country of destination 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 despatch and if possible before the appointment of the agent of the Community.

Article 4

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

CHAPTER II

Obligations of the Community

Article 5

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

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

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

Article 6

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

CHAPTER III

Obligations of the country of destination

Article 7

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

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

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

Article 8

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

In this event the agents of the Community and of the country of destination may agree on a new date for the commencement of delivery and, if applicable, a new schedule. 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 paragraph be more than 30 clear days after the date for loading provided for in the first paragraph of Article 7, the Community may dispose of the goods without prejudice to its commitment under Article I of this Agreement.

Article 9

Where the quantity 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 paragraphs of Article 8 shall apply to the balance, if delivery has not yet taken place.

In the latter case the Community may consider that it has discharged its commitment to the country of destination under Article I of this Agreement and shall bear the costs resulting from renunciation.

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

Article 10

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

Information on the signing of the Agreement between the European Economic Community and the 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 2 October 1974, was signed in Brussels on 3 October 1974, on behalf of the Council of the European Communities by:

Mr Etienne Burin des Roziers, 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 People's Republic of Bangladesh by:

Mr A. M. Sanaul Hug, Ambassador Extraordinary and Plenipotentiary, Head of the Mission of Bangladesh to the European Economic Community.

COUNCIL DECISION

of 3 October 1974

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

(74/524/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 Regulations (EEC) No 3582/73 ⁽¹⁾ and (EEC) No 3583/73 ⁽²⁾, it was decided to make 2 600 metric tons of skimmed-milk powder and 1 800 metric tons of butteroil available to the Republic of Upper Volta,

HAS DECIDED AS FOLLOWS:

Article 1

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

Done at Luxembourg, 3 October 1974.

*For the Council**The President*

P. ABELIN

⁽¹⁾ OJ No L 359, 28. 12. 1973, p. 50.

⁽²⁾ OJ No L 359, 28. 12. 1973, p. 51.

AGREEMENT

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

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

THE GOVERNMENT OF THE REPUBLIC OF UPPER VOLTA,
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 UPPER VOLTA:

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 Upper Volta, hereinafter referred to as the 'country of destination', 2 600 metric tons of skimmed-milk powder and 1 800 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 to the place of destination, to be fixed by the country of destination and the Community by mutual consent.

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 place 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 products obtained locally which should be of the same kind as that received as aid or of processed products derived from them.

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, every three months until the quantities received as aid have been fully used, the quantities distributed, number and nature of the beneficiaries and the 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 duplicate in the Danish, Dutch, English, French, German and Italian languages, each of these texts being authentic.

ANNEX I

QUALITY AND CONDITIONS OF PACKAGING

A. 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. Conditions of packaging

- (a) containing 25 kg net weight;
- (b) composition:
 - (aa) four Kraft paper bags of a strength representing at least 70 g/m²;
 - one intercalated bag of tar-lined paper of a strength representing at least 140 g/m²;
 - one polyethylene inner bag at least 0.06 mm thick, welded or double-bound;

or

(bb) one bag of clubpack-poly-duplo-paper of a strength representing at least 50/20/50 g/m²;

two Kraft paper bags of a strength representing at least 70/75 g/m²;

one polyethylene inner bag at least 0.10 mm thick, welded or double-bound;

(c) marking on the packaging (in French):

'Lait écrémé en poudre — Don de la Communauté économique européenne à la République de Haute-Volta — à distribuer gratuitement.'

B. Butteroil

I. Quality requirements

(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. Conditions of packaging

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

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

'Butteroil — Don de la Communauté économique européenne à la République de Haute-Volta — à distribuer gratuitement.'

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.

Article 5

On delivery of the goods the country of destination shall hand to the authorized agent of the Community a taking-over certificate, stating the place and date of taking over, the nature and the quantity as well as any observations about the quality of the goods. It shall send a copy thereof to the Commission of the European Communities.

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

The Agreement between the European Economic Community and Upper Volta on the supply of skimmed-milk powder and butteroil as food aid, which the Council decided to conclude on 3 October 1974, was signed in Brussels on 7 October 1974, on behalf of the Council of the European Communities by:

Mr Etienne Burin des Roziers, 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 Upper Volta by:

Mr Piere Ilboudo, Ambassador, Representative of Upper Volta accredited to the European Economic Community.
