

# COMMISSION OF THE EUROPEAN COMMUNITIES

COM(74) 1908 final

Brussels, 22 November 1974

Recommendation for a

## COUNCIL DECISION

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

(submitted to the Council by the Commission)

COM(74) 1908 final

EXPLANATORY MEMORANDUM

The draft agreement annexed hereto concerns the supply by the Community to the International Committee of the Red Cross of food aid of:

- : 15 000 metric tons of cereals under the 1973/74 food aid programme (cereals);
- 1 000 metric tons of butteroil, a quantity provided for by Council Regulation (EEC) No 530/74 of 4 March 1974;
- 3 000 metric tons of skimmed-milk powder, a quantity provided for by Council Regulation (EEC) No 1826/74 of 11 July 1974.

The text calls for the following comments to be made:

(1) Delivery arrangements

During the negotiations, the ICRC asked for the costs of transport to the place of distribution to be borne by the Community. The Commission pointed out that such a solution would, if generally adopted, come up against serious difficulties, either technical (difficulties of mobilizing small quantities) or financial. It was therefore agreed with the ICRC that, as a general rule, deliveries would be carried out cif or "free frontier", with the possibility, in certain special cases, of deliveries "to destination" once

the Commission was satisfied that the difficulties referred to above could be removed. This is why the Agreement annexed hereto provides for the more general formula of "delivery to destination".

(2) Decision-making and implementation procedures in cases of aid for extreme emergencies

The ICRC emphasized that "the period elapsing between its extraordinary request to the EEC for the allocation of aid and the arrival of the goods in the disaster area generally varies from between three to six months", and consequently called for the procedures leading to delivery of the goods to be accelerated. To meet this request the Council, since this concerned application of the previous Agreement concluded with the ICRC, had authorized the Commission to decide on behalf of the Community upon emergency programmes provided that these did not involve more than 500 metric tons of cereal products and/or 50 metric tons of skimmed-milk powder. This authorization has been used once before for the benefit of displaced persons in Cyprus and enabled speedy action to be carried out involving the delivery of 50 metric tons of skimmed-milk powder (request by the ICRC of 23 August 1974, Commission Decision of 29 August 1974, and Management Committee decision taken the same day).

The Commission considers that the ICRC's request could be met in a more satisfactory manner by increasing the quantities referred to above to 1 000 tons of cereal products, 100 metric tons of skimmed-milk powder and 100 metric tons of butteroil (see Article IV of the Agreement) and by authorizing it to decide on the appropriate transport arrangements, including air transport (although this would be reserved in exceptional cases for skimmed-milk powder and butteroil).

(3) Decision-making procedures for other programmes

For programmes which would not be decided upon in keeping with Article IV, third paragraph, of the draft Agreement, the Commission recommends the Council to adopt an accelerated decision-making procedure so as to reduce the time required to reach a decision.

(4) Flexibility in carrying out the Agreement

To introduce a certain degree of flexibility in carrying out the Agreement concluded with the ICRC on 22 October 1973, the Council, had under the previous Agreement with the ICRC, authorized the Commission to reply to requests for modifications of programmes underway not involving more than 500 metric tons of cereal products and/or 50 metric tons of milk powder.

The Commission considers that with the same aim in mind the arrangements made under the previous Agreement should stand, while the quantities should be increased to 1 000 metric tons of cereal products and/or 100 metric tons of butteroil and/or 100 metric tons of skimmed-milk powder.

PROPOSAL FOR A  
COUNCIL DECISION

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

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The Council of the European Communities,

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

Having regard to the proposal from the Commission;

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

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

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

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

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

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<sup>1</sup>OJ No L 65, 7 March 1974, p. 1.

<sup>2</sup>OJ No L 190, 13 July 1974, p. 20.

HAS DECIDED AS FOLLOWS:

Article 1

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

Article 2

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

Article 3

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

Article 4

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

Done at

For the Council

The President

AGREEMENT  
BETWEEN THE EUROPEAN ECONOMIC COMMUNITY  
AND  
THE INTERNATIONAL COMMITTEE OF THE RED  
CROSS  
ON THE SUPPLY OF CEREALS, BUTTEROIL AND  
SKIMMED-MILK POWDER AS FOOD AID

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THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE INTERNATIONAL COMMITTEE OF THE RED CROSS,

of the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE INTERNATIONAL COMMITTEE OF THE RED CROSS:

WHO HAVE AGREED AS FOLLOWS:

Article I

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

Article II

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

Article III

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

Article IV

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

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

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

Article V

The obligations and responsibilities of the Community and the recipient body with particular reference to delivery and taking on charge cif or "delivered to the place of destination" are set out in Annex II, which forms an integral part of this Agreement.

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

Article X

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

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

Article XI

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

ANNEX I

Provisions laid down in Article III of the Agreement

I. CEREALS

Packaging:

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

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

II. BUTTEROIL

A. Quality

- (a) Characteristics of the product:

Concentrate of milk fats with a pure fat content of not less than 99.8%.

- (b) Standard composition:

(Analysis carried out during manufacture and packaging)

- Moisture content and non-fat components of the milk: not exceeding 0.2%
- Fats: not less than 99.8%
- Free fatty acids: not exceeding 0.5% (expressed in oleic acid)
- Peroxide index per kg: not more than 1 unit (in milli-equivalents of active oxygen per kg)
- Taste: fresh
- Smell: no smells foreign to butteroil.

B. Packaging:

- (a) 20 kg metal tins - 1 tin per box
- (b) Marking on the outside with a red cross 10 cm by 10 cm and specifications in French, English or Spanish according to the countries of destination as follows:

BUTTEROIL

GIFT FROM THE EUROPEAN ECONOMIC COMMUNITY

ACTION OF THE INTERNATIONAL COMMITTEE OF THE RED CROSS

II. SKIMMED-MILK POWDER

A. Quality requirements:

- |                                   |  |
|-----------------------------------|--|
| (a) fat content:                  | 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) phosphatase test:             | 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) colon bacillus count:         | negative in 0.1 g  |
| (l) taste and smell:              | fresh  |
| (m) appearance:                   | white or slightly yellowish colour, no impurities or coloured patches. |

B. Packaging:

- (a) New bags containing 25 kg net weight:
- (b) Composition:
- (aa) 4 Kraft paper bags of a strength representing at least 70 g/m<sup>2</sup>;  
1 intercalated bag of tar-lined paper of a strength representing at least 140 g/m<sup>2</sup>;  
1 polyethylene inner bag at least 0.06 mm thick, welded or double-bound;  
or
- (bb) 1 bag of clubpak-poly-duplo-paper of a strength representing at least 50/20/50 g/m<sup>2</sup>;  
2 Kraft paper bags of a strength representing at least 70/75 g/m<sup>2</sup>;  
1 polyethylene inner bag at least 0.10 mm thick, welded or double-bound;  
or
- (cc) 1 Kraft paper bag of a strength representing at least 70 g/m<sup>2</sup>;  
3 Kraft paper bags of a strength representing at least 70 g/m<sup>2</sup>;  
1 Kraft paper bag lined with polyethylene of a strength representing at least 80 g + 15 g/m<sup>2</sup>;  
1 polyethylene inner bag at least 0.06 mm thick, welded or double-bound;
- (c) Marking on the outside with a red cross 15 cm by 15 cm and specifications in French, English, or Spanish according to the countries of destination as follows: SKIMMED-MILK POWDER/GIFT OF THE EUROPEAN ECONOMIC COMMUNITY/ACTION OF THE INTERNATIONAL COMMITTEE OF THE RED CROSS.

ANNEX II

Provisions laid down in Article V of the Agreement

Article 1

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

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

Article 2

The recipient body shall bear all costs subsequent to delivery including the costs of reception of the goods and, in the case of delivery to destination, the costs of unloading.

Article 3

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

In the case of delivery to destination, any costs resulting from delays in taking delivery of the goods which are attributable to the recipient body shall be borne by that body.

Article 4

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

Article 5

In the case of cif delivery, the Community shall inform the recipient body of the estimated date of arrival of the vessel at the port of unloading at least ten clear days before that date. It shall insert in the charter-party a clause requiring the captain to inform the recipient body at least 72 hours in advance of the probable date of arrival of the vessel in port. Where delivery is made to destination, the Community shall without delay inform the recipient body of the date on which goods will arrive at the port of unloading and shall in any case notify the recipient ten clear days in advance of the estimated date of arrival at the place of destination.

Article 6

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

Article 7

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

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

Article 8

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