

COMMISSION OF THE EUROPEAN COMMUNITIES

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Brussels, 28 February 1975

Recommendation for a

COUNCIL DECISION

on the conclusion of an agreement between the European
Economic Community and the World Food Programme on the
supply of skimmed milk powder to developing countries
as food aid.

(submitted to the Council by the Commission)

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**RECOMMENDATION
FOR A COUNCIL DECISION**

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

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 Council by Regulation (EEC) No 1327/74¹ of 11 July 1974 on the supply of skimmed milk powder as food aid to certain developing countries and international organizations, decided to make 20 000 metric tons of skimmed milk powder available to the World Food Programme;

Whereas the object of the World Food Programme is to use contributions received under the Programme to meet emergency food requirements and to carry out projects involving the use of foodstuffs to promote economic and social development;

Whereas it may happen in certain cases that delivery is made at a stage corresponding to the fob stage; whereas in such cases the arrangements for delivery and acceptance of delivery at this stage will have to be determined rapidly;

HAS DECIDED AS FOLLOWS:

¹OJ No L 190, 13 July 1974, p. 22.

Article 1

An Agreement between the European Economic Community and the World Food Programme on the supply of skimmed milk powder to developing countries, as food aid, 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 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

For the Council

The President

AGREEMENT

BETWEEN THE EUROPEAN ECONOMIC COMMUNITY

AND

THE WORLD FOOD PROGRAMME ON THE SUPPLY

OF SKIMMED MILK POWDER TO

DEVELOPING COUNTRIES AS FOOD AID

AGREEMENT

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE WORLD FOOD PROGRAMME,

a programme undertaken jointly by the United Nations Organization and the United Nations Food and Agriculture Organization,

of the other part,

Whereas the object of the World Food Programme is to use contributions received under the Programme to meet emergency food requirements and to carry out projects involving the use of foodstuffs to promote economic and social development;

Whereas there are stocks of skimmed milk powder in the European Economic Community; whereas, to enable the World Food Programme to achieve its aims, it has been decided to place at the disposal of the Programme a certain quantity of the skimmed milk powder available;

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE WORLD FOOD PROGRAMME:

WHO HAVE AGREED AS FOLLOWS:

Article I

The European Economic Community, hereinafter referred to as the "EEC", shall supply as a gift to the World Food Programme, hereinafter referred to as the "WFP", 20 000 metric tons of skimmed milk powder.

Article II

The EEC shall ensure that the skimmed milk powder delivered meets, as a minimum, the requirements as to quality and packaging set out in Annex I, which forms an integral part of this Agreement.

Article III

Deliveries shall be made fob in accordance with the procedure laid down in Annex II, which forms an integral part of this Agreement, or at a corresponding stage in accordance with a procedure to be determined.

Article IV

1. The WFP undertakes to make all necessary arrangements for the transport and insurance of the goods from point of delivery to place of destination and for their distribution.
2. The EEC shall pay the WFP a contribution of 80 u.a. per metric ton of skimmed milk powder delivered towards costs incurred under paragraph 1. It shall be paid within thirty days of acceptance by the WFP of each delivery of skimmed milk powder and after receipt by the EEC of the letter of acceptance provided for in Article 9 of Annex II.

Article V

The WFP undertakes to use the skimmed milk powder received as aid for emergency measures or for economic and social development and food aid projects previously authorized by the EEC.

Article VI

The WFP undertakes to inform the EEC of the mode of implementation of this Agreement. To this end it shall provide the EEC with the following information:

- (a) within a reasonable period following unloading: port and date of arrival of vessel; nature, quantity and any comments regarding the quality of the goods unloaded; date on which unloading was completed;
- (b) at regular intervals until the milk products have been used up: information concerning the state of progress of the projects for which EEC aid was supplied, in particular quantities distributed, number and nature of recipients and places, rate and method of distribution.

Article VII

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

Article VIII

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

SKIMMED MILK POWDER1. Quality

(a) fat content	not exceeding 1.5%
(b) moisture 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) bacteria content	not exceeding 50 000 per g
(j) test for colon bacillus	negative in 0.1 g
(k) flavour and smell	fresh
(l) appearance	white or slightly yellowish, absence of impurities and coloured particles

2. Packaging

Containing 25 kilogrammes net weight and made up in one of the following ways:

- (a) 4 Kraft paper bags of a strength representing at least 70 g/m^2 ;
 1 intercalated bag of tar-lined paper, of a strength representing at least 140 g/m^2 ;
 1 polyethylene inner bag at least 0.06 mm thick, welded or double-bound;
- (b) 1 Kraft paper bag of a strength representing at least 70 g/m^2 ;
 1 Kraft paper bag with a polyethylene lining, of a strength representing at least $80 \text{ g} + 15 \text{ g/m}^2$;

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- 3 Kraft paper bags of a strength representing at least 70 g/m^2 ;
- 1 polyethylene inner bag at least 0.06 mm thick, welded or double-bound;
- (c) 1 Kraft paper outer bag of a strength representing at least 85 g/m^2 ;
- 1 Kraft paper bag with a polyethylene lining, of a strength representing at least $70 \text{ g} + 15 \text{ g/m}^2$;
- 2 Kraft paper bags of a strength representing at least 70 g/m^2 ;
- 1 polyethylene inner bag at least 0.12 mm thick, welded or double-bound.

GENERAL PROVISIONSArticle 1

Delivery shall be effected and oil risk shall pass from the EEC to the WFP 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 WFP or its agent referred to in Article 2 and under the terms specified in the following articles. Without prejudice to Articles 7 and 8 the EEC shall bear all costs prior to delivery and those after delivery.

Article 2

For the purpose of implementing the provisions of this Annex the EEC shall appoint, if necessary for each consignment, an agent whose name and address it shall make known to the WFP immediately following his appointment together with the port or ports of loading. Only ports which are accessible to ocean-going vessels and used for international freight may be named. The WFP shall appoint in each port of shipment an agent whose name and address it shall make known to the EEC with all dispatch and if possible before the appointment of the EEC agent.

Article 3

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

EEC OBLIGATIONSArticle 4

If the EEC is unable to effect delivery on the date and, if applicable, according to the schedule referred to in Article 6 all costs arising for the WFP and, for

example, any demurrage, void freight or dead freight, being costs charged at the normal rate, shall be borne by the EEC.

Article 5

If the EEC is unable to supply all or part of the goods on the date and within the time limit agreed pursuant to Article 6 and without prejudice to the provisions of Article 4, it shall so inform the WFP in writing without delay and in any case within eight days, and the agents of the EEC and the WFP shall agree on a new date and a new time limit for delivery of all the goods or of the undelivered part thereof.

WFP OBLIGATIONS

Article 6

After contacting the EEC, the WFP shall procure 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 WFP agent shall inform the EEC of this date and of the date for commencement of delivery as soon as he knows them, if possible twenty days and in any case ten clear days before the date for commencement of delivery.

He shall establish with the EEC agent the schedule according to which delivery is to be effected.

Article 7

If the WFP is unable to commence loading on the date referred to in the first paragraph of Article 6, its agent shall so inform the EEC agent in writing without delay and in any case within eight days.

In such case a new date for the commencement of delivery and, if applicable, a new schedule may be agreed on by the agents of the EEC and the WFP. At all events, the costs arising from such delay shall, except in cases of force majeure, be borne by the WFP.

If the new date referred to in the preceding paragraph is more than thirty clear days after the date of loading referred to in the first paragraph of Article 6, the EEC may dispose of the goods without prejudice to its commitment under Article I of this Agreement.

Article 3

If the quantity scheduled for loading aboard a vessel cannot be taken on board in its entirety, the WFP shall inform the EEC as soon as possible and not later than fifteen clear days following the completion of loading whether it intends to accept or to forego the balance.

In the first case, the second and third paragraphs of Article 7 shall apply to such balance if it has not already been delivered.

In the second case, the EEC may regard itself as having discharged its commitment to the WFP under Article I of the Agreement and shall bear any costs resulting from such decision to forego the balance.

In any event, if the WFP does not make known its intentions within the period of fifteen clear days it shall be deemed to forego the balance.

Article 9

Upon delivery of the goods, the WFP agent shall hand the EEC agent a letter of acceptance, indicating the port of shipment, the date of acceptance and the nature and quantity of the goods delivered together with any comments regarding their quality.