

# COMMISSION OF THE EUROPEAN COMMUNITIES

COM (79) 522 final

Brussels, 22 October 1979

## Recommendation for a Council Decision on the signature and conclusion of the International Olive Oil Agreement, 1979

(Submitted to the Council by the Commission)

COM (79) 522 final

## Explanatory Memorandum

1. The text of the 1979 International Olive Oil Agreement was established by the United Nations Conference on Olive Oil, which was held in Geneva from 20 to 30 March 1979 and at which the Commission, assisted by the Article 113 Committee, negotiated on the basis of the directives (1) approved by the Council on 19 March 1979.  
The negotiated text <sup>(2)</sup> conforms in every respect with these directives.
2. The Agreement is due to enter into force on 1 January 1980 for a period of five years.
3. It is open for signature in Madrid, with the Government of Spain, the depositary, from 1 July to 16 November 1979 inclusive.  
If such signature is subject to ratification, acceptance or approval, the appropriate instrument should be deposited with the depositary not later than 31 December 1979 or, if this is not possible, a declaration of provisional application should be deposited before that date.
4. The old Agreement, which is currently in force, was conceived in 1963, before a common market organisation for olive oil had been established. It was formulated in terms which specifically envisaged the separate participation of individual Member States of the Community and provided only for the eventual possibility of membership by the Community as such. For the purposes of this possibility the Agreement provided for the Community's voting rights and its obligations to contribute to the administrative budget of the Olive Oil Council to be derived from the aggregate of the voting rights and financial obligations of those of its Member States who became Contracting Parties. In all circumstances, the Community was excluded from participation in that part of the Agreement relating to the Publicity Fund.
5. In contrast, the new Agreement reflects the fact that its content is wholly within the scope of the common commercial policy and, since the product in question is subject to a common market organisation, also within that of the common agricultural policy. It is therefore expressed in terms of membership of the whole Agreement by the Community as a whole; the votes which are attributed to each member of the Agreement for the purposes of decisions by the International Olive Oil Council are attributed directly to the Community and not to its Member States; and the financial obligations arising out of the Agreement

---

(1) See Annex to Report No 5543/79 of the Permanent Representatives Committee dated 14 March 1979.

(2) A résumé of the provisions of the Agreement is attached at Annex I.

are placed directly on the Community as such. In these circumstances it is clear that the Agreement should be signed and concluded by the Community alone.

#### Financial implications

6. The Community contribution to the administrative budget of the International Olive Oil Council will continue to be paid as in 1978 and 1979 from the Community Budget (Item 2981) and will be of the same order of magnitude; the Community contribution to the Publicity Fund, which is a new element, will be financed in accordance with the rules laid down in Article 11(3) of Council Regulation No 136/66/EEC of 22 September 1966 (1), as amended by Council Regulation (EEC) No 1562/78 of 29 June 1978 (2).

This contribution will be of the order of USD 100 000.

#### Recommendation

The Council is requested

- to decide in favour of = the signature of the 1979 International Olive Oil Agreement by 16 November 1979 at the latest;  
= the conclusion of the Agreement by 31 December 1979 at the latest;
- to designate the person empowered to sign and conclude the Agreement.

The draft legal text is attached at Annex II.

The text of the International Olive Oil Agreement, 1979 is attached at Annex III.

---

(1) OJ No 172, 30.9.1966.

(2) OJ No L 171, 28.6.1978.

International Olive Oil Agreement 1979

Résumé of provisions

1. The Agreement provides an administrative framework for international cooperation in olive oil matters through :
  - (a) a continuing review of the world market for olive oil and table olives;
  - (b) the promotion of technical improvements in olive oil production;
  - (c) the definition and respect of olive oil quality standards;
  - (d) the constitution and operation of a Publicity Fund to promote market outlets for olive oil.
2. It contains no provisions relating to price levels or stocks. For this reason, it will not qualify for participation in the Common Fund first window. The possibility of benefit from the second window of the Common Fund remains open for examination and recommendation by the International Olive Oil Council (see para 4 below).
3. The Community figures in the Agreement as a single entity, with the dual status of mainly producing member and mainly importing member.
4. The governing body of the Agreement is the International Olive Oil Council. Council decisions will require a four-fifths majority of votes cast as well as a majority of members voting. The Community will have one-third of the votes in the Council; therefore, while it cannot impose a decision in its own favour, it can never have a decision forced upon it.
5. All the expenses of the Agreement, except the Publicity Fund, are financed through members' contributions to the Council administrative budget. (Community contribution of the order of 300 000 dollars US).
6. The Publicity Fund is financed by contributions from producer members only (Community contribution of the order of 100 000 dollars US, equal to one-third of total contributions). Decisions regarding expenditure from the Fund are taken by majority vote of contributing members, each member having votes proportionate to its financial contribution. Majority vote is defined in the same way as for votes in the full Council. (See para 4 above)

Recommendation for a Council Decision on the signature and  
conclusion of the International Olive Oil Agreement, 1979

---

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community,  
and in particular Article 113 thereof,

Having regard to the Recommendation from the Commission,

Whereas the International Olive Oil Agreement, 1979 is concerned in general  
with the promotion of international cooperation and contributes to the attainment  
of the objectives of the Community commercial and common agricultural policy,

HAS DECIDED AS FOLLOWS :

Article 1

The International Olive Oil Agreement, 1979, is hereby approved in the name of the  
Community.

The text of the Agreement is annexed to this Decision.

Article 2

The President of the Council is hereby authorised to designate the person  
empowered to sign the International Olive Oil Agreement, 1979, in order to  
bind the Community.

Article 3

This Decision is published in the Official Journal of the European Communities.

Done at Brussels,

For the Council

INTERNATIONAL OLIVE OIL AGREEMENT, 1979

CONTENTS

PREAMBLE

CHAPTER I - GENERAL OBJECTIVES

Article 1

CHAPTER II - MEMBERS

Article 2

CHAPTER III - DEFINITIONS

Article 3

CHAPTER IV - GENERAL OBLIGATIONS

Article 4

Article 5

Article 6

Article 7

CHAPTER V - TECHNICAL MEASURES

Article 8

Article 9

CHAPTER VI - DESIGNATIONS AND DEFINITIONS OF OLIVE OILS AND OLIVE-RESIDUE OILS.  
INDICATIONS OF SOURCE AND APPELLATIONS OF ORIGIN

Article 10

Article 11

Article 12

Article 13

Article 14

CHAPTER VII - WORLD PUBLICITY TO PROMOTE OLIVE OIL CONSUMPTION

Publicity campaigns

Article 15

Article 16

Article 17

Publicity Fund

Article 18

Article 19

Article 20

CHAPTER VIII - ECONOMIC MEASURES

Article 21

Article 22

Article 23

CHAPTER IX - OTHER PRODUCTS OF THE OLIVE TREE

Article 24

Article 25

Article 26

CHAPTER X - ADMINISTRATION

International Olive Oil Council

Article 27

Functions of the Council

Article 28

Article 29

Composition of the Council

Article 30

Meetings of the Council

Article 31

Article 32

Article 33

Article 34

Decisions of the Council

Article 35

Secretariat

Article 36

CHAPTER XI - PRIVILEGES AND IMMUNITIES

Article 37

CHAPTER XII - FINANCIAL PROVISIONS

Article 38

CHAPTER XIII - CO-OPERATION WITH OTHER ORGANIZATIONS AND ADMISSION OF OBSERVERS

Article 39



CHAPTER XIV - DISPUTES AND COMPLAINTS

Article 40

CHAPTER XV - FINAL PROVISIONS

Participation in the Agreement

Article 41

Signature

Article 42

Ratification, acceptance or approval

Article 43

Accession

Article 44

Notification of provisional application

Article 45

Entry into force

Article 46

Amendment

Article 47

Withdrawal

Article 48

Duration, prolongation, extension or renewal, and expiry

Article 49

Authentic texts

Article 50

INTERNATIONAL OLIVE OIL AGREEMENT, 1979

PREAMBLE

Bearing in mind that the olive tree:

- is a plant not only indispensable for the maintenance and conservation of soils, but one which makes it possible to develop land that will not yield other crops and which, even under non-intensive farming conditions, which account for the essential part of present production, responds favourably to any improvement in cultivation,

- is a perennial fruit tree that with appropriate techniques, which should be available to olive-growing countries and particularly to developing olive-growing countries, permits a return on what is invested in its cultivation,

Emphasizing that its cultivation governs the existence and level of living of millions of families which are wholly dependent on the measures taken to maintain and expand the consumption of its products, both in the producing countries themselves and in non-producing consumer countries,

Mindful that olive oil forms an essential basic commodity in the regions where olive-growing is established,

Bearing in mind that the essential feature of the olive oil market lies in irregular harvests and in the irregularity with which supplies reach the market, and that this results in fluctuations in the value of production, instability of prices and export earnings, and considerable differences in producers' incomes.

Bearing in mind that these circumstances give rise to special difficulties which may seriously harm the interests of producers and consumers and jeopardize general policies of economic expansion in countries in the regions where olive-growing is established,

Emphasizing in this connexion the major importance of the products in question for the economies of many countries, particularly developing olive-growing countries,

Mindful that the measures to be taken in the light of the very particular characteristics of olive-growing and the olive oil market transcend the national sphere, and that international action is essential,

Considering the International Olive Oil Agreement, 1963, as extended and amended by the successive Protocols of 30 March 1967, 7 March 1969, 23 March 1973 and 7 April 1978, including the amendments which entered into force on 1 November 1971 by virtue of the provisions of article 38 of the Agreement (all of which instruments are hereinafter referred to as "the International Olive Oil Agreement, 1963"),

Considering that in principle that Agreement will expire on 31 December 1979,

Being of the view that it is essential to continue and develop the work undertaken within the framework of that Agreement, and that it is desirable to conclude a new agreement,

The Parties to this Agreement have agreed as follows:

CHAPTER I

GENERAL OBJECTIVES

Article 1

The objectives of this Agreement, which take account of the provisions of resolution 93 (IV) of the United Nations Conference on Trade and Development, are as follows:

(a) To foster international co-operation on problems relating to the world olive oil economy in general;

(b) To foster research and development and the elaboration of all possible means of applying techniques relevant to the problems facing olive oil and the olive oil sector generally in the fields of production and processing, and conducive to the modernization of olive husbandry and the olive oil industry through technical and scientific planning, with a view to encouraging the transfer of technology, improving olive husbandry and the quality of the products obtained therefrom and reducing their cost of production, thus improving the position of olive oil in the total market for edible fluid vegetable oils;

(c) To facilitate the study and application of measures for expanding the international olive oil trade, in order to increase the resources which producer countries, and especially developing producer countries, derive from their exports and to enable their economic growth and social development to be hastened, while taking consumer interests into account;

(d) To facilitate the study and application of measures for balancing production and consumption through the introduction of the appropriate arrangements, including arrangements to expand consumption;

(e) To lessen the drawbacks associated with fluctuations in the supplies available on the market, in order in particular:

(i) to prevent excessive fluctuations in prices, which must be at levels that are remunerative and just to producers and equitable to consumers;

(ii) to create conditions which allow production, consumption and international trade to expand harmoniously, having regard to the ways in which they are interrelated;

(f) To forestall and, where appropriate, combat any practices of unfair competition in the international olive oil trade and ensure the delivery of merchandise which complies fully with the terms of the contracts that are concluded;

(g) To foster the co-ordination of production policies and marketing policies for olive oil and the organization of the olive oil market;

(h) To improve market access and reliability of supply, market structures, and marketing, distribution and transport systems;

(i) To improve procedures for information and consultation in order, among other things, to enhance the transparency of the olive oil market;

(j) To study and facilitate the application of the necessary measures for other products of the olive tree;

(k) To study the situation of the olive oil industry as far as the environment is concerned and, where appropriate, recommend suitable action in conformity with the recommendations of the United Nations Conference on the Human Environment, 1972 to abate any nuisances;

(l) To continue and extend the work done under the previous International Olive Oil Agreements.

CHAPTER II

MEMBERS

Article 2

Each Contracting Party shall constitute a single Member of the Council.

CHAPTER III

DEFINITIONS

Article 3

1. For the purposes of this Agreement:

(a) "Council" means the International Olive Oil Council referred to in article 27;

(b) "olive crop year" means the period from 1 November of each year to 31 October of the following year;

(c) "mainly producing Member" means a Member whose production of olive oil in the olive crop years 1972/73-1977/78 inclusive exceeded its imports for the calendar years 1973 to 1978 inclusive;

(d) "mainly importing Member" means a Member whose production of olive oil in the olive crop years 1972/73-1977/78 inclusive was less than its imports for the calendar years 1973 to 1978 inclusive, or for which no production of olive oil was recorded during those crop years;

(e) "Member" means a Contracting Party to this Agreement.

2. Any reference in this Agreement to a "Government" or "Governments" shall be construed as including a reference to the European Economic Community (hereinafter referred to as "the EEC") or any intergovernmental organization having responsibilities in respect of the negotiation, conclusion and application of international commodity agreements. Accordingly, any reference in this Agreement to "signature" or to the "deposit of instruments of ratification, acceptance or approval" or "an instrument of accession" or to a "notification of provisional application" by a Government shall, in the case of the EEC, be construed as including signature or notification of provisional application on behalf of the EEC by its competent authority, and the deposit of the instrument required by the institutional procedures of the EEC to be deposited for the conclusion of an international agreement. It shall also, in the case of an intergovernmental organization having responsibilities in respect of the negotiation, conclusion and application of international commodity agreements, be construed as including signature or notification of provisional application on behalf of the intergovernmental organization concerned by its competent authority, and the deposit of the instrument required by its institutional procedures for the conclusion of an international agreement.

3. Notwithstanding the provisions of paragraph 1 (c) and (d) of this article, the EEC shall be considered both as a "mainly producing Member" and as a "mainly importing Member".

4. If an intergovernmental organization other than the EEC having responsibilities in respect of the negotiation, conclusion and application of international commodity agreements contemplates becoming a Contracting Party, the modalities of its participation in this Agreement shall be decided by agreement between the Council and that intergovernmental organization before commencement of the procedure which the organization has to follow to become a Contracting Party.

#### CHAPTER IV

#### GENERAL OBLIGATIONS

#### Article 4

The Members undertake not to adopt any measure that conflicts with their obligations under this Agreement and with the general objectives set forth in article 1.

Article 5

Both the producing and consuming Members undertake to adopt all appropriate measures to facilitate trade, encourage olive oil consumption and ensure the proper development of the international olive oil trade. To that end, they undertake to conform to the principles, rules and guidelines they have approved in the competent international forums. They also undertake to adopt measures to encourage the sale of olive oil at prices which are competitive at the consumer level, including measures for determining assistance and narrowing the price differential between olive oil and other edible vegetable oils, in order to encourage olive oil consumption.

Article 6

The Members declare that, in order to raise the level of living of their populations, they will endeavour to maintain fair standards in working conditions throughout the olive-growing and olive oil industry and activities deriving from it.

Article 7

The Members undertake to make available and furnish to the Council all the statistics, data and documentation which it needs to discharge its functions under this Agreement, and in particular any information it requires in order to establish the olive oil balance and acquire a knowledge of Members' national olive oil policies.



CHAPTER V

TECHNICAL MEASURES

Article 8

1. In order to achieve the general objectives set forth in article 1 with regard to technical improvements in olive cultivation and oil extraction, the Council shall foster and promote related activities and programmes.
2. It shall in particular:
  - (a) collect technical information and circulate it to all Members;
  - (b) promote action to co-ordinate technical improvement activities among Members, including action within the framework of interregional or regional planning;
  - (c) assist national planning relating to technical improvements in olive cultivation and oil extraction and to research, research application, dissemination of know-how, experimentation and demonstration, in particular in the developing olive-growing countries;
  - (d) undertake the necessary studies on the economic returns which can be expected from the application of research;
  - (e) foster appropriate action to train high-level and specialized staff;
  - (f) convene or foster the holding of international meetings;
  - (g) encourage the transfer of technology to developing olive-growing countries from countries highly advanced in olive cultivation and oil extraction techniques;
  - (h) promote bilateral or multilateral co-operation which can assist the Council in achieving the objectives of this Agreement.

Article 9

1. The Council shall, in support of measures to improve olive cultivation and oil extraction techniques, include in its administrative budget a special section of a maximum annual amount of 100,000 United States dollars; any sums not used under this section in any financial year may be carried over to subsequent financial years but may in no circumstances be transferred to other sections of the administrative budget.
2. The Council will in addition, as part of the development of international co-operation, endeavour to procure such essential financial and/or technical assistance as may be obtainable from the competent international, regional or national organizations, whether financial or of some other kind.
3. The provisions of paragraph 1 of this article will be applicable, as the case may be, with the international financial assistance given to activities or projects submitted to the Council for improvements in olive cultivation and oil extraction techniques.

CHAPTER VI

DESIGNATIONS AND DEFINITIONS OF OLIVE OILS AND OLIVE-RESIDUE OILS.  
INDICATIONS OF SOURCE AND APPELLATIONS OF ORIGIN

Article 10

1. The designation "olive oil" shall be restricted to oil obtained solely from the olive, to the exclusion of oil obtained by solvent or re-esterification processes and any mixture with oils of other kinds.
2. The Members undertake to suppress in both internal and international trade, with the least possible delay and at the latest before the expiry of this Agreement, any use of the designation "olive oil" alone or in combination with other words which is not in conformity with this article.
3. In no case shall the designation "olive oil" be used alone to refer to olive residue oils.

Article 11

1. The designations of olive oils and olive-residue oils of the different qualities are given below with the definition corresponding to each designation:

A. Virgin olive oil: oil which is obtained from the fruit of the olive tree solely by mechanical or other physical means under conditions, and particularly thermal conditions, that do not lead to deterioration of the oil, and which has not undergone any treatment other than washing, decantation, centrifugation and filtration, to the exclusion of oil obtained by solvent or re-esterification processes and any mixture with oils of other kinds. Virgin olive oil shall be classified and designated as follows:

(a) Virgin olive oil<sup>1/</sup> fit for consumption as it is:

(i) Virgin olive oil extra: virgin olive oil of absolutely perfect flavour having a maximum acidity, in terms of oleic acid, of 1 gram per 100 grams;

(ii) Virgin olive oil fine: virgin olive oil complying with the conditions for virgin olive oil extra, except as regards acidity, which in terms of oleic acid shall not exceed 1.5 grams per 100 grams;

(iii) Virgin olive oil semi-fine (or virgin olive oil ordinary): virgin olive oil of good flavour having a maximum acidity, in terms of oleic acid, of 3 grams per 100 grams with a margin of tolerance of 10 per cent of the acidity indicated.

---

<sup>1/</sup> It shall be permissible to use the term "natural" for any virgin olive oil which is fit for consumption as it is.

(b) Virgin olive oil not fit for consumption as it is:

Virgin olive oil lampante (lamp oil): off-flavour olive oil or olive oil having an acidity, in terms of oleic acid, of more than 3.3 grams per 100 grams.

B. Refined olive oil: oil obtained by refining virgin olive oil.

C. Olive oil or pure olive oil: oil consisting of a blend of virgin olive oil and refined olive oil.

D. Olive-residue oil: crude oil obtained by treating olive residues with solvent and intended for subsequent refining for human consumption, or for technical use. Olive-residue oil shall be classified and designated as follows:

(a) Refined olive-residue oil: oil intended for food use and obtained by refining crude olive-residue oil. (Note: Blends of refined olive-residue oil and virgin olive oil - habitually destined for internal consumption in certain producing countries - shall be designated "refined olive-residue oil and olive oil". These blends shall not, under any circumstances, be termed simply "olive oil", and it shall be obligatory for the packagings to bear the words "refined olive-residue oil and olive oil".)

(b) Olive-residue oil for technical use: all other crude olive-residue oils.

The Council shall undertake and submit, before the end of the second year following the entry into force of this Agreement, a comprehensive study of the market for olive-residue oil, including blends of olive-residue oil and olive oil, with special reference to the repercussions of the marketing of these products on the olive oil economy as a whole.

2. Each of the above designations for the various qualities of olive oil and olive-residue oil shall comply with quality criteria laid down in conformity with the recommendations made under article 28, paragraph 2 in regard to standards for the physical and chemical characteristics of olive oil and olive-residue oil.

3. The designations prescribed in paragraph 1 of this article shall be compulsory in international trade and shall be used for each quality of olive oil and olive-residue oil; they shall appear in clearly legible characters on all packagings.

4. In the matter of quality criteria, as indicated in article 28, paragraph 2, the Council will determine uniform standards applicable to the international trade. Until these standards are determined, reference shall be made to the standards customarily used in that trade, and in particular to such standards as are recommended by the Council within the framework of its activities.

#### Article 12

1. The Members undertake to adopt at the earliest possible date, and at the latest before the expiry of this Agreement, all necessary measures in the form prescribed by their respective legislations to ensure the application of the principles and provisions set forth in articles 11 and 13, and will endeavour to apply them in their internal trade.

2. They undertake in particular to prohibit and repress the use in their territories, for purposes of international trade, of such indications of source, appellations of origin and designations of olive oil and olive-residue oil as conflict with those principles. This undertaking shall apply to all inscriptions placed on packagings, invoices, consignment notes and commercial documents or used in advertising, and to trade marks, registered names and illustrations connected with the international marketing of olive oil and olive-residue oil, in so far as such inscriptions might constitute false statements or give rise to confusion as to the origin, source or quality of the olive oil or olive-residue oil concerned.

#### Article 13

1. Indications of source, when given, may only be applied to virgin olive oil produced and originating exclusively in the country, region or locality mentioned. Appellations of origin, when given, may only be applied to virgin olive oil extra produced and originating exclusively in the country, region or locality mentioned. Moreover, indications of source and appellations of origin may not be used except in conformity with the conditions prescribed by the law of the country of origin.

2. Blends of virgin olive oil and refined olive oil may constitute types whose characteristics may be determined by agreement between buyers and sellers. Whatever their origin, these may only bear the indication of source of the exporting country. Nevertheless, when the oil has been packed and exported by the country supplying the virgin olive oil extra used in the blend, it may be identified by the appellation of origin of that virgin olive oil. Where use is made of the generic designation "Riviera", well known in the international olive oil trade as a blend of virgin olive oil extra and refined olive oil, this designation shall in every case be followed by the word "type". The word "type" must appear on all packagings in printed characters of the same size and appearance as the word "Riviera".

#### Article 14

1. Any dispute concerning indications of source and appellations of origin which arises from the interpretation of the provisions of the present chapter or from difficulties of application shall, if the dispute has not been settled by direct negotiation, be examined by the Council.

2. The Council shall endeavour to reconcile the dispute, after seeking the opinion of an advisory panel as provided for in article 40, paragraph 1 and after consultation with the World Intellectual Property Organization, the International Federation of Olive Growers and a competent professional organization of a mainly importing Member, and if necessary with the International Chamber of Commerce and the specialized international institutions for analytical chemistry; if this is unsuccessful, and after every means has been employed to reach agreement, the Members concerned shall have the right of recourse in the final instance to the International Court of Justice.

CHAPTER VII

WORLD PUBLICITY TO PROMOTE OLIVE OIL CONSUMPTION

Publicity campaigns

Article 15

1. The Members contributing to the Publicity Fund referred to in paragraph 3 of this article undertake to conduct general olive oil publicity activities jointly, with a view to maintaining and increasing world olive oil consumption, on the basis of the use of the designation "olive oil" as defined in article 10.
2. These activities shall take the form of educational and advertising campaigns and deal with the organoleptic and chemical characteristics of olive oil, and if necessary with its nutritive, therapeutic and other properties, but they shall not be concerned with any indication of quality, origin or source.
3. The resources of the Publicity Fund shall be used in the light of the following criteria:
  - (a) the volume of consumption, with a view to maintaining and if possible expanding existing outlets;
  - (b) the creation of new outlets for olive oil;
  - (c) the return obtainable on the advertising expenditure.

Article 16

The general and specific publicity campaigns to be undertaken under article 15 shall be decided on by the Council in the light of the resources made available to it for the purpose and of the following considerations:

- (a) priority shall be given to action in the mainly consuming countries and in countries in which the consumption of olive oil is likely to increase;
- (b) consultations with appropriate organizations and institutions.

Article 17

The Council shall administer the funds allocated for joint publicity purposes. It shall prepare an annual estimate of receipts and expenditure relating to this publicity as an annex to its budget.

Publicity Fund

Article 18

1. The mainly producing Members undertake to place at the disposal of the Council for each calendar year, for joint publicity purposes, a sum of money equivalent to 300,000 United States dollars and payable in that currency. The Council may nevertheless decide what proportion of its contribution each Member may be permitted to pay in other freely convertible currencies. The above sum of \$ 300,000 may be increased by the Council, but not in excess of \$ 500,000, on condition, on the one hand, that no Member's contribution may be increased without that Member's consent and, on the other, that any alteration occurring in this connexion in the coefficients referred to in paragraph 3 of this article shall require a unanimous decision of the mainly producing Members. The above sum of \$ 300,000 may be reduced if the aggregate production of the Members represents less than 80 per cent of the world production of olive oil in the reference period contemplated in article 3, paragraph 1 (c) and (d). In this case, the sum of \$ 300,000 shall be reduced to an amount proportionate to the share of world production represented by the aggregate production of the mainly producing Members.

2. Mainly importing Members may pay contributions to the Publicity Fund by special agreement with the Council. These contributions shall be added to the moneys constituting the Fund, as determined by the application of paragraph 1 of this article.

3. Subject to the provisions of paragraph 4 of this article, the mainly producing Members shall contribute to the Publicity Fund in proportion to their importance in the world olive oil economy, in accordance with a coefficient determined for each of them on the basis of the average production and average net exports or imports of olive oil of each of the Members in the olive crop years and calendar years specified in article 3, paragraph 1 (c) and (d), in the proportion of 20 per cent for production and 80 per cent for net exports or imports.



4. In the case of the EEC, net exports or imports of olive oil in the calendar years specified in article 3, paragraph 1 (c) and (d) shall be determined after deduction of intra-EEC trade.

5. Contributions to the Publicity Fund shall be payable for the whole of a calendar year. The annual contribution of each mainly producing Member shall become payable for the first time when it becomes a Member provisionally or definitively, and subsequently on 1 January each year.

6. The provisions of article 38, paragraph 5 shall apply as regards the collection of contributions to the Publicity Fund and in the event of delay in their payment.

7. On the expiry of this Agreement, and unless it is prolonged, extended or renewed, any funds not used for publicity shall be repaid to the Members proportionately to their total contributions for publicity during the periods of validity of the International Agreement on Olive Oil, 1956, the International Olive Oil Agreement, 1963 and this Agreement.

8. (a) In regard to all decisions relating to publicity, each mainly producing Member shall have a number of votes proportionate to its contribution to the Publicity Fund under this article. Any fraction of a vote resulting from the application of the coefficient determined under paragraph 3 of this article shall be counted as a whole vote.

(b) When, under paragraph 2 of this article, a Member concludes a special agreement with the Council to pay a contribution to the Publicity Fund, it shall acquire a number of votes proportionate to its contribution, on condition that the agreement in question covers the period which is to elapse before this Agreement expires.

(c) Decisions relating to publicity shall be taken by a majority of four fifths of the votes cast by the Members contributing to the Publicity Fund, which shall include the votes of a majority of the Members so contributing that are entitled to vote.

#### Article 19

The technical execution of publicity campaigns may be entrusted by the Council to specialized bodies of its own choice which are representative of the olive-growing and olive oil industries, including the International Federation of Olive Growers.

Article 20

The Council may receive donations from Governments or from other sources for the joint publicity in question. Such occasional resources shall be added to the moneys constituting the Publicity Fund, as determined by the application of article 18.

CHAPTER VIII

ECONOMIC MEASURES

Article 21

1. Within the framework of the general objectives set forth in article 1, and with a view to contributing towards the normalization of the olive oil market and correcting any imbalance between international supply and demand due to irregularity of harvests or to other factors, the Council shall at the beginning of each olive crop year make a detailed examination of olive oil balances and an over-all estimate of olive oil supplies and requirements, on the basis of the information furnished by each member under article 7 and any information communicated to the Council by Governments of States not parties to this Agreement but interested in the international olive oil trade, and any other relevant statistical material available to the Council.
2. Not later than 31 May each year the Council shall, taking into account all the information available to it on that date, make a further examination of the market situation and a further over-all estimate of olive oil supplies and requirements, and may propose to the Members such measures as it considers desirable.
3. An Economic Committee shall be set up and meet at regular intervals to exchange viewpoints on the world situation in the olive oil market, with the aim of finding solutions to problems liable to disrupt the international olive oil trade.

Article 22

1. The Council shall undertake studies with a view to making recommendations to the Members that are designed to achieve a balance between production and consumption, and, more generally, normalization of the olive oil market over the long term through the application of appropriate measures, including measures to encourage the sale of olive oil at prices which are competitive at the consumer level, so as to narrow the price differential between olive oil and other edible vegetable oils, particularly through the granting of assistance.

2. With a view to such normalization, the Council shall also provide suitable solutions to the problems which may arise as regards the evolution of the international olive oil market, through appropriate modalities, account being taken of market imbalances resulting from fluctuations in production or from other causes.

#### Article 23

When the Common Fund which is envisaged in resolution 93 (IV) of the United Nations Conference on Trade and Development, and whose fundamental elements are identified in resolution 1 (III) adopted on 19 March 1979 by the United Nations Negotiating Conference on a Common Fund, becomes operational under the Integrated Programme for Commodities, the Council shall, in the light of those resolutions, consider measures through which it might take full advantage of any financial arrangements available under the said Fund, and may make appropriate recommendations on the matter.

#### CHAPTER IX

#### OTHER PRODUCTS OF THE OLIVE TREE

#### Article 24

1. Within the framework of the general objectives set forth in article 1, the Council shall request the close co-operation of all its Members in the communication of the necessary statistical information on table olives and other products of the olive tree.

2. The Council shall at the beginning of each olive crop year make a detailed examination of quantitative and qualitative table olive balances, on the basis of the above information and any information transmitted to it by Governments of States not parties to this Agreement but interested in the international trade in table olives, and any other statistical material available to the Council on the subject.

3. Not later than 31 May each year the Council shall, taking account of all the information available to it on that date, make a further examination of the market situation and an over-all estimate of table olive supplies and requirements, and may propose to the Members such measures as it considers desirable.

Article 25

The Council will pursue the appropriate studies concerning:

- (a) the adoption and use of an international standard contract for table olive transactions;
- (b) arrangements with regard to conciliation and international arbitration for any disputes relating to international table olive transactions;
- (c) the adoption of uniform qualitative standards for table olives;
- (d) the biological value of table olives, with particular reference to their specific qualities and properties.

Article 26

1. The Council shall promote such market surveys as are thought conducive to stimulating the growth of table olive consumption. It will submit them to the Members for the purposes which they consider appropriate.
2. In this connexion, the Council will endeavour to obtain for all Members, or for those of its Members as may require it, such assistance of various kinds, including financial assistance, as international or other competent bodies may grant.

CHAPTER X

ADMINISTRATION

International Olive Oil Council

Article 27

The International Olive Oil Council shall administer this Agreement.

Functions of the Council

Article 28

1. Within the framework of its functions of administration under this Agreement, the Council shall:

- (a) exercise all such powers and perform or cause to be performed all such functions as are necessary for executing the express provisions of this Agreement and generally administering it;
- (b) promote all activities conducive to the harmonious expansion of the world olive oil economy by every means and encouragement in its power in the fields of production, consumption and international trade, having regard to the ways in which they are interrelated.

2. The Council shall examine ways and means of ensuring the expansion of international trade and an increase in olive oil consumption. In particular, it shall make appropriate recommendations to the Members concerning:

- (a) the adoption and use of a standard international contract for transactions in olive oil and olive-residue oil;
- (b) the constitution and functioning of an international conciliation and arbitration office to deal with any disputes relating to transactions in olive oil and olive-residue oil;
- (c) the establishment of uniform standards for the physical and chemical characteristics of olive oil and olive-residue oil;
- (d) the establishment of uniform methods of analysis.

3. The Council shall take all appropriate measures to bring about the preparation of a code of standard fair trade practices for the international trade in olive oil and olive-residue oil, with particular reference to margins of tolerance.

4. The Council shall take any measures it considers useful for the suppression of unfair competition at the international level, including such competition by States which are not parties to this Agreement or by persons who are nationals of such States.

5. The Council may also undertake studies on the activities mentioned in paragraph 1 (b) of this article. It is furthermore authorized to undertake or arrange for the undertaking of other work, including the collection of detailed information on special assistance in different forms to the olive-growing and olive oil industries, so as to enable it to formulate any recommendations and suggestions it may consider appropriate for achieving the general objectives set forth in article 1. Any such studies and work shall, in particular, cover as many countries or groups of countries as possible and take into account the general social and economic conditions of the countries concerned.

6. The Council shall establish procedures under which the Members shall inform it of the conclusions they reach after considering the recommendations and suggestions mentioned in this article or arising from the application of this Agreement.

#### Article 29

1. The Council shall draw up rules of procedure consistent with the provisions of this Agreement. It shall keep up to date such records as it requires to perform its functions under this Agreement and such other records as it considers desirable. In the event of inconsistency between the rules of procedure it adopts and the provisions of this Agreement, the Agreement shall prevail.

2. The Council shall draw up, prepare and publish such reports, studies, charts, surveys or other documents as it considers useful and necessary.

3. The Council shall, at least once a year, publish a report on its activities and on the operation of this Agreement.

4. The Council may appoint such special committees as it deems useful for assisting it in the exercise of its functions under this Agreement.

5. The Council shall exercise all other functions that are necessary for the execution of the provisions of this Agreement.

#### Composition of the Council

#### Article 30

1. Each Member shall have the right to vote. It shall have the right to be represented on the Council by a delegate and may appoint alternates. The delegate and alternates may be accompanied at the meetings of the Council by as many advisers as each Member deems necessary.

2. The Council shall elect, from among the delegations of the Members, a chairman who shall not have the right to vote and who shall hold office for one olive crop year. In the event of the Chairman being a voting delegate, his right to vote shall be exercised by another member of his delegation. The Chairman shall receive no remuneration.

3. The Council shall also elect a deputy chairman from among the delegations of the Members. In the event of the Deputy Chairman being a voting delegate, he shall have the right to vote except when acting as Chairman, in which case he shall transfer his right to vote to another member of his delegation. He shall hold office for one olive crop year and shall receive no remuneration.

### Meetings of the Council

#### Article 31

1. The seat of the Council shall be at Madrid unless the Council decides otherwise. It shall hold its sessions there unless it decides exceptionally to hold a particular session elsewhere. If a Member invites the Council to meet elsewhere than at its seat and the Council agrees to do so, that Member shall bear the extra expenditure which this entails for the budget of the Council.

2. The Council shall meet at least twice a year, having regard in particular to the provisions of article 21.

3. The Council may be convened at any time at the discretion of its Chairman. The Chairman shall also convene the Council if this is so requested:

(a) by five Members;

(b) by one or more Members holding at least 10 per cent of the total votes.

4. Notice of the sessions provided for in paragraph 2 of this article shall be given at least 30 days before the date of the first meeting of each such session. Notice of the session provided for in paragraph 3 of this article shall be given at least 15 days before the date of the first meeting of each such session.

Article 32

1. The quorum required for every meeting of the Council shall be the presence of the representative of a majority of the Members holding at least two thirds of the total votes.
2. If this quorum does not exist, the meeting shall be postponed for 24 hours and the quorum required shall be the presence of the representatives of a majority of the Members holding at least 50 per cent of the total votes.

Article 33

The Council may take decisions by an exchange of correspondence between the Chairman and the Members without holding a meeting, provided that no member objects. Any such decision shall be communicated as quickly as possible to all the Members and be entered in the record of the following meeting of the Council.

Article 34

1. The number of votes allotted to each Member shall be determined for the duration of this Agreement by the formula  $n = p + i + 5$ , but it may not exceed 450.

In this formula:

- n shall be the number of votes allotted to the Member;
- p shall be the average annual olive oil production in thousands of metric tons in the olive crop years 1972/73 - 1977/78, any fraction of 1,000 metric tons above a whole number being disregarded;
- i shall be the average annual net imports of olive oil in thousands of metric tons in the calendar years 1973 to 1978, any fraction of 1,000 metric tons above a whole number being disregarded;
- 5 shall be the basic number of votes allotted to each Member in each group of Members.



2. Notwithstanding the provisions of paragraph 1 of this article, since the EEC is considered under article 3, paragraph 3 as both a mainly producing Member and a mainly importing Member, the number of votes allotted to it in each group of Members shall be determined as follows:

- firstly, as a mainly producing Member, by the formula  $n = p + 5$ ;
- secondly, as a mainly importing Member, by the formula  $n = i + 5$ ,  $i$  being calculated after deducting intra-EEC trade;

but the number of votes allotted to the EEC in either group of Members may not exceed 450.

#### Decisions of the Council

##### Article 35

1. Unless otherwise provided in this Agreement, and subject to any arrangements under article 47, paragraph 5, decisions of the Council shall be taken by a majority of four fifths of the votes cast, including the votes of a majority of the Members having the right to vote. The votes of abstaining Members shall not be counted.

2. Any Member may authorize the voting delegate of another Member to represent its interests and to exercise its right to vote at one or more meetings of the Council. Evidence of such authorization acceptable to the Council shall be submitted to the Council.

3. The voting delegate of a Member may not, in addition to the powers and the right to vote held by that Member, represent the interests and exercise the right to vote of more than one other Member.

Secretariat

Article 36

1. The Council shall have a secretariat composed of a Director and such staff as are required for the work of the Council and its committees. The Council shall appoint the Director and determine his functions. The staff shall be appointed in accordance with regulations which are established by the Council and take account of the regulations applicable to the staffs of similar intergovernmental organizations; members of the staff shall not hold any office outside the organization or accept any other employment.
2. It shall be a condition of employment of the Director and the staff of the secretariat that they do not possess or shall cease to possess any direct or indirect commercial or financial interest in any of the various sectors of the olive-growing and olive oil industry.
3. The functions of the Director and of the members of the secretariat shall be exclusively international. In the discharge of their duties, they shall not seek or receive instructions from any Government or from any authority other than the organization. They shall refrain from any action incompatible with their position as international officials.
4. The Members shall respect the international character of the responsibilities of the members of the secretariat and shall not seek to influence them in the discharge of their duties.

CHAPTER XI

PRIVILEGES AND IMMUNITIES

Article 37

1. In the territory of each Member, and in so far as that Member's legislation allows, the Council shall have the legal capacity necessary for the performance of the functions conferred upon it by this Agreement.

2. The Government of the State in which the seat of the Council is situated shall, in so far as that State's legislation allows, exempt the funds of the Council and the salaries paid by the Council to its staff from taxation.
3. The Council, the Director and the staff of the secretariat shall enjoy the privileges, immunities and facilities set out in the Headquarters Agreement between the Council and the Government of the State in which the seat of the Council is situated.
4. The Council may conclude with one or more Members agreements to be approved by the Council concerning the privileges and immunities required to ensure the proper application of this Agreement.

## CHAPTER XII

### FINANCIAL PROVISIONS

#### Article 38

1. Except for the expenses of the Chairman, which shall be borne by the Council, the expenses of delegations to the Council shall be met by the Members concerned. The contribution of each Member to the administrative budget for each calendar year shall be proportionate to the number of votes which that Member possesses when the budget for the year in question is approved.
2. At its first session the Council will approve an administrative budget for the first calendar year and assess the contribution to be paid by each Member. Each year thereafter, at the autumn session, the Council shall approve its administrative budget for the following calendar year and assess the contribution to be paid by each Member for the calendar year in question.
3. The initial contribution of any Member which becomes a Party to this Agreement after its entry into force shall be assessed by the Council on the basis of the number of votes allotted to that Member and of the unexpired portion of the year in question, but the assessments made upon the other Members for that calendar year shall not be altered.
4. The contributions provided for in this article shall become payable upon their approval by the Council for the calendar year for which they are assessed. They shall be determined in United States dollars and be payable in that currency or in the equivalent amount of another freely convertible currency.

5. If a Member does not pay its contribution to the administrative budget in full within the six months commencing at the beginning of the financial year, the Director shall request it to make payment as quickly as possible. If the Member in question does not settle its contribution within the three months following the end of that six-month period, its rights to vote at Council sessions and meetings of committees and to hold elective office in the Council and its committees shall be suspended until its contribution has been paid in full. It shall not however, unless the Council so decides by vote, be deprived of any of its other rights or be released from any of its obligations under this Agreement. It may not be relieved by vote from its financial obligations under the Agreement.

6. Any Member whose participation in this Agreement ceases through its withdrawal or exclusion or for any other reason during the period of validity of the Agreement shall make the payments which it is due to make to the Council, and shall perform all the undertakings which it entered into before the date on which the cessation of its participation in this Agreement took effect. No such Member may claim any share in the proceeds of liquidation of the assets of the Council upon the expiry of the Agreement.

7. After the spring session the Council shall publish a certified statement of its receipts and expenditure in the previous calendar year.

8. The Council shall, if dissolved, first take the necessary steps to settle its liabilities, to place its records in safe keeping and to dispose of any balance standing to its credit at the date of expiry of this Agreement.

#### CHAPTER XIII

#### CO-OPERATION WITH OTHER ORGANIZATIONS AND ADMISSION OF OBSERVERS

##### Article 39

1. The Council may make any arrangements that are appropriate for consultation or co-operation with the United Nations and its organs, in particular the United Nations Conference on Trade and Development (UNCTAD), with the Food and Agriculture Organization of the United Nations (FAO) and with other specialized agencies of the United Nations and intergovernmental organizations where necessary. It may also make whatever arrangements it considers suitable for co-operating with governmental and non-governmental organizations and agencies. It may in addition invite any organization referred to in this article to attend any of its meetings as an observer.

2. In view of the particular role of UNCTAD in international commodity trade, the Council shall keep UNCTAD suitably informed of its activities and programmes of work. The same shall apply as regards FAO.

3. The Council may also invite any member of the United Nations or of any of its specialized agencies or of the International Atomic Energy Agency that is not a party to this Agreement to attend any of its meetings as an observer.

#### CHAPTER XIV

#### DISPUTES AND COMPLAINTS

##### Article 40

1. Any dispute which concerns the interpretation or application of this Agreement, other than a dispute under article 14, and which is not settled by negotiation shall, at the request of any Member which is a party to the dispute, be referred to the Council for decision after it has sought an opinion, where appropriate, from an advisory panel, the composition of which shall be laid down in the Council's rules of procedure.

2. A substantiated opinion by the advisory panel shall be submitted to the Council, which shall in all circumstances settle the dispute after considering all the relevant facts.

3. Any complaint that a Member has failed to fulfil its obligations under this Agreement shall, at the request of the Member making the complaint, be referred to the Council, which shall take a decision on the matter after consulting the Members concerned and, where appropriate, seeking an opinion from the advisory panel referred to in paragraph 1 of this article.

4. A Member may, by vote of the Council, be found in breach of this Agreement.

5. If the Council finds that a Member has committed a breach of this Agreement, it may either impose sanctions on that Member, ranging from a simple warning to the suspension of the Member's right to vote until it has met its obligations, or exclude the Member from participation in the Agreement.

CHAPTER XV

FINAL PROVISIONS

Participation in the Agreement

Article 41

1. The Government of any State invited to the United Nations Conference on Olive Oil, 1979 may become a Party to this Agreement in accordance with its constitutional or institutional procedures:

(a) by signing it; or

(b) by ratifying, accepting or approving it, after having signed it subject to ratification, acceptance or approval; or

(c) by acceding to it.

2. Every signatory Government shall on signing this Agreement state whether, according to its constitutional or institutional procedures, its signature is or is not subject to ratification, acceptance or approval.

Signature

Article 42

This Agreement shall be open for signature at Madrid with the Government of Spain (hereinafter referred to as "the depositary") from 1 July 1979 until and including 16 November 1979.

Ratification, acceptance or approval

Article 43

1. If ratification, acceptance or approval is required, the corresponding instrument shall be deposited with the depositary not later than 31 December 1979, but the Council may grant an extension or extensions of this time-limit to any signatory Government which has not deposited the instrument in question by that date.

2. Ratification, acceptance or approval shall take effect from the date on which the instrument in question is deposited or on which this Agreement enters into force, whichever is the later.

Accession

Article 44

1. The Government of any non-signatory State may accede to this Agreement.
2. Accession shall be effected by the deposit of an instrument of accession with the depositary and shall take effect from the date on which such instrument is deposited or on which this Agreement enters into force, whichever is the later.
3. Any non-signatory Government entitled to accede to this Agreement under paragraph 1 of this article may notify the depositary that it undertakes to comply as rapidly as possible with the constitutional or institutional procedures required for its accession to this Agreement.

Notification of provisional application

Article 45

1. Any signatory Government whose signature is subject to ratification, acceptance or approval or any non-signatory Government which has made a notification under paragraph 3 of article 44 may at any time notify the depositary that it will apply this Agreement provisionally either when it enters into force under article 46 or, if it is already in force, on a date specified in the notification. If no date is specified in the notification of provisional application, such notification shall take effect from the date on which it is made or on which this Agreement enters into force, whichever is the later.
2. During the entire period for which this Agreement is in force either provisionally or definitively, a signatory Government or a non-signatory Government which has made a notification under paragraph 1 of this article shall be a provisional Member, with all the rights and obligations of a Member, until the date on which its instrument of ratification, acceptance, approval or accession is deposited.

Entry into force

Article 46

1. This Agreement shall enter into force definitively on 1 January 1980, or on any date within the 12 months thereafter, between the Governments which have signed it and, where their constitutional or institutional procedures so require, have ratified, accepted or approved it, or have acceded to it, if these Governments include those of six countries together accounting for at least 60 per cent of world olive oil production in the reference period stipulated in article 3, paragraph 1 (c) and (d). If this Agreement has not entered into force definitively in accordance with the above conditions, it shall enter into force definitively at any time after its provisional entry into force at which the requirements of the present paragraph as to number of Governments and percentage of world olive oil production are met by the deposit of instruments of ratification, acceptance, approval or accession.
2. This Agreement shall enter into force provisionally on 1 January 1980, or on any date within the 12 months thereafter, between the Governments which have signed it and, where their constitutional or institutional procedures so require, have ratified, accepted or approved it, or have acceded to it or notified that they will apply it provisionally, if these Governments include those of six countries together accounting for at least 60 per cent of world olive oil production in the reference period stipulated in article 3, paragraph 1 (c) and (d).
3. If on 1 January 1980 this Agreement has not entered into force either provisionally or definitively in accordance with paragraphs 1 and 2 of this article, but has received the number of signatures required for it to enter into force after ratification, acceptance or approval, the International Olive Oil Agreement, 1963 shall continue in force beyond 1 January 1980 until the date of the provisional or definitive entry into force of this Agreement, but the period of such prolongation shall not exceed 12 months.
4. If on 1 January 1980 this Agreement has not received the number of signatures required for it to enter into force after ratification, acceptance or approval, or if on 31 December 1980 it has not entered into force either provisionally or definitively in accordance with paragraphs 1 and 2 of this article, the Governments which have signed it and, where their constitutional or institutional procedures so require, have ratified, accepted or approved it, or acceded to it or notified that they will apply it provisionally, may decide by mutual agreement that this Agreement shall enter into force in whole or in part with regard to themselves, or may take whatever other decision they consider the circumstances require.



Amendment

Article 47

1. The Council may recommend to the Members an amendment to this Agreement.
2. The Council shall prescribe the period within which each Member shall notify the depositary whether or not it accepts the amendment.
3. If, on the date on which the period prescribed under paragraph 2 of this article expires, the amendment has been accepted by Members which together hold at least four fifths of the total number of votes of the Members having the right to vote and include at least three quarters of the Members, it shall enter into force on that date or on such later date as the Council shall determine. If not, it shall be deemed withdrawn.
4. Any Member on whose behalf no notification of acceptance of an amendment has been made by the date on which the amendment takes effect shall cease from that date to participate in this Agreement, unless such Member satisfies the Council that it was unable to have the amendment accepted in time owing to difficulties in completing its constitutional or institutional procedures, and the Council decides to extend the period of acceptance for that Member. The Member in question shall not be bound by the amendment until it has notified the depositary of its acceptance of the amendment.
5. Any Member which, during the period of validity of this Agreement, becomes a State member of the EEC or of any other intergovernmental organization referred to in article 3, paragraph 2 shall so notify the Council as soon as the decision on the matter has been taken, and in any event before the date on which its membership of the EEC or intergovernmental organization in question takes effect. The Council shall examine the question at its earliest succeeding session in order to negotiate with that Member and the EEC or intergovernmental organization in question such appropriate adjustments as may ensue therefrom as regards the provisions of article 18, paragraphs 3, 4 and 8 (c), article 34 and article 35, paragraph 1. The Council may in such a case recommend an amendment pursuant to the provisions of this article.

Withdrawal

Article 48

1. If any Member considers that its interests are prejudiced, either by the fact that a signatory Government whose signature is subject to ratification, acceptance or approval and which has not made a notification of provisional application of this Agreement fails to deposit its instrument of ratification, acceptance or approval, or else by the operation of the Agreement, it shall so inform the Council which shall consider the matter at its first session following the notification of the matter by the Member in question. If, after the Council has examined the matter, the Member concerned continues to consider that its interests are prejudiced, it may withdraw from this Agreement by giving written notice of withdrawal to the depositary.
2. Notwithstanding the provisions of paragraph 1 of this article, any Member may withdraw from this Agreement at any time after the Agreement has entered into force by giving written notice of withdrawal to the depositary.
3. Withdrawal under this article shall take effect at the end of the calendar year in which the notification is made to the depositary.

Duration, prolongation, extension or renewal, and expiry

Article 49

1. This Agreement shall remain in force until 31 December 1984 unless it is prolonged or extended pursuant to paragraphs 2 or 4 of this article.
2. Before the end of 1984 the Council may, by unanimous decision of the Members, prolong this Agreement for a period not exceeding two calendar years. Such prolongation shall be notified by the Council to the depositary, and by the depositary to the Secretary-General of the United Nations.
3. Before the expiry of this Agreement on the date provided for in paragraph 1 of this article or, if the Agreement is prolonged, on the date resulting from the provisions of paragraph 2 of this article, the Council shall, at such time as it sees fit, make its recommendations to the Members with regard to the extension or renewal of the Agreement.

4. If, before the expiry of this Agreement, a new agreement or a protocol for the extension of this Agreement has been negotiated and that new agreement or protocol has received the number of signatures required for it to enter into force upon deposit of the instruments of ratification, acceptance or approval, or the requisite number of notifications of provisional application, and if that new agreement or protocol has not entered into force provisionally or definitively, this Agreement shall remain in force beyond its expiry date until the new agreement or protocol enters into force, but the period of such prolongation shall not exceed 12 months.

5. On the expiry of this Agreement and unless it is prolonged, extended or renewed, the operations for which the Council is responsible and the funds it administers shall be liquidated on terms to be established by the Council, having regard to the provisions of this Agreement. For the purposes of the application of these provisions and other conditions concerning liquidation, the Council shall continue in being as long as required and exercise the powers and functions given it under this Agreement to the full extent necessary for completing its tasks:

Authentic texts

Article 50

The texts of this Agreement in the Arabic, English, French, Italian and Spanish languages shall all be equally authentic; the originals shall be deposited with the Government of Spain.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments, have signed this Agreement on the dates appearing opposite their signatures.

DONE at Geneva, on the thirtieth day of March one thousand nine hundred and seventy-nine.