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Conformément au règlement (CEE, Euratom) n° 354/83 du Conseil du 1er février 1983 concernant l'ouverture au public des archives historiques de la Communauté économique européenne et de la Communauté européenne de l'énergie atomique (JO L 43 du 15.2.1983, p. 1), tel que modifié par le règlement (CE, Euratom) n° 1700/2003 du 22 septembre 2003 (JO L 243 du 27.9.2003, p. 1), ce dossier est ouvert au public. Le cas échéant, les documents classifiés présents dans ce dossier ont été déclassifiés conformément à l'article 5 dudit règlement.

In accordance with Council Regulation (EEC, Euratom) No 354/83 of 1 February 1983 concerning the opening to the public of the historical archives of the European Economic Community and the European Atomic Energy Community (OJ L 43, 15.2.1983, p. 1), as amended by Regulation (EC, Euratom) No 1700/2003 of 22 September 2003 (OJ L 243, 27.9.2003, p. 1), this file is open to the public. Where necessary, classified documents in this file have been declassified in conformity with Article 5 of the aforementioned regulation.

In Übereinstimmung mit der Verordnung (EWG, Euratom) Nr. 354/83 des Rates vom 1. Februar 1983 über die Freigabe der historischen Archive der Europäischen Wirtschaftsgemeinschaft und der Europäischen Atomgemeinschaft (ABl. L 43 vom 15.2.1983, S. 1), geändert durch die Verordnung (EG, Euratom) Nr. 1700/2003 vom 22. September 2003 (ABl. L 243 vom 27.9.2003, S. 1), ist diese Datei der Öffentlichkeit zugänglich. Soweit erforderlich, wurden die Verschlusssachen in dieser Datei in Übereinstimmung mit Artikel 5 der genannten Verordnung freigegeben.

COMMISSION OF THE EUROPEAN COMMUNITIES

COM(74) 2096 final
Brussels, 17 December 1974

RECOMMENDATION FOR A
COUNCIL DECISION

on the conclusion of an Agreement between the European Economic Community and the Islamic Republic of Pakistan for the supply of butteroil as food aid

(submitted to the Council by the Commission)

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 in Regulation (EEC)n°530/74 from 4 March 1974 on the supply of butter-oil as food aid decided to make3.000 tonnes of butteroil available to the Islamic Republic of Pakistan.

HAS DECIDED :

Article 1

An Agreement between the European Economic Community and the
for the supply of butteroil as food aid is hereby concluded on behalf of the European Economic Community. The text of the Agreement is annexed to this Decision.

Article 2

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

Done at Brussels,

For the Council

The President

AGREEMENT

BETWEEN THE EUROPEAN ECONOMIC COMMUNITY AND THE ISLAMIC REPUBLIC OF PAKISTAN ON THE SUPPLY OF FOOD AID IN THE FORM OF BUTTEROIL

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN

of the other part

HAVE DECIDED to concluded this Agreement and to this end have designated as their plenipotentiarios :

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN

WHO HAVE AGREED AS FOLLOWS :

ARTICLE I

The European Economic Community shall supply by way of gift to the Islamic Republic of Pakistan (hereafter referred to as "the recipient country") a quantity of 3,000 tonnes of butteroil.

The quality and packaging conditions are specified in Annex I which forms an integral part of the present Agreement.

ARTICLE II

Deliveries shall be effected under the arrangements provided in Annex II which forms an integral part of the present Agreement.

ARTICLE III

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

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

ARTICLE IV

The recipient country undertakes to use the product received as aid for purposes of consumption and to apply, for the sale of the product on its market, the prices normally charged on that market for products of comparable quality. The proceeds from this sale shall be paid into a special account with the Central Bank and allocated to the financing of one or more development projects under arrangements which have been agreed in advance between the recipient country and the European Economic Community.

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ARTICLE V

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

ARTICLE VI

The recipient country shall take all steps required to prevent :

(i) the re-export of the product received as aid and also of any products resulting therefrom;

(ii) the export, commercially or otherwise, within a period of six months commencing from the final delivery, either of any product procured locally of the same nature as that received as aid, or of any products resulting therefrom.

ARTICLE VII

The recipient country undertakes to inform the EEC of how this Agreement is implemented. To this end it shall provide the Commission of the European Communities with the following details :

(i) Immediately after the unloading of each cargo : ports and dates of arrival of vessel; nature, quantity and any observations as to the quality of the products unloaded; date on which unloading was completed; costs of sea transport and of insurance relating thereto;

(ii) Every three months until the quantities received as aid have been fully used : quantities sold; manner of sale;actual selling prices;normal selling costs on the recipient country's market; costs of insurance (and of transport if applicable) from the port of unloading to the places of destination;

(iii) On 15 January every year until the special account has been fully expended :

a) Summary of the account (incomings and outgoings) to 31 December of the previous year;

b) Stage of progress of the project or projects, indicating the total resources expended to that stage.

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ARTICLE VIII

The Contracting Parties shall at the request of either consult each other on any questions concerning the implementation of this Agreement.

ARTICLE IX

This Agreement is drawn up in duplicate in the Danish, Dutch, English, French, German and Italian languages, each of these texts having equal force.

ANNEX I

BUTTEROIL

I. QUALITY

(A) Product characteristics :

Concentrated milk fats containing not less than 99.8% of pure fats;

(B) Standard composition :

(Analysis made at time of manufacture and packing)

- Moisture and non-fat milk substances-not more than 0.2%
- Fats - not less than 99.9%
- Free fatty acids - not more than 0.5% (expressed as oleic acid)
- Peroxide level/kg - not more than 1 unit (in milli-equivalents of active oxygen per kg)
- Taste - pure
- Smell - absence of smell extraneous to butteroil

II. CONDITIONS OF PACKAGING

a) Metal cans of 20 kg - 1 can per carton.

b) Marked the packaging in English :

BUTTEROIL

GIFT OF THE EUROPEAN ECONOMIC COMMUNITY

TO THE Islamic Republic of Pakistan

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General provisions

Article 1

Delivery shall be effected and risks shall pass from the European Economic Community, hereinafter referred to as the EEC, to the recipient country 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 recipient country 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 up to delivery and the recipient country those beyond such delivery.

Article 2

The EEC shall appoint an agent to implement the provisions of the present Annex- or for each consignment- whose name and address it shall make known to the recipient country immediately following his appointment.

The recipient country shall appoint an agent in the port or ports of shipment, whose name and address it shall make known to the EEC with all despatch and if possible before the appointment of agent of the EEC.

Article 3

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

Obligations of the European Economic Community

Article 4

Should the EEC not be in a position to carry out delivery on the date and (if applicable) on the schedule as provided in Article 6, all costs arising for the recipient country- for example demurrage void freight and dead freight- shall be borne by the EEC.

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The charges and the arrangements relating to demurrage laid down in the contract between the recipient country and the carrier must have been agreed in advance by the recipient country and the agent of the EEC.

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

Article 5

Should it prove impossible for the EEC to supply all or part of the goods on the date and within the time-limits provided for in Article 6 and without prejudice to the provisions of Article 4, a new date and a new time-limit shall be agreed between the agents of the EEC and of the recipient country for the delivery of all the goods or of the undelivered part thereof.

Obligations of the recipient country

Article 6

After contacting the EEC, the recipient country shall procure one or more vessels to transport all the quantities provided for in Article 1 of the Agreement, of dimensions corresponding to the normal capacity of the port of shipment; these vessels must be ready for loading on a date falling within the period referred to in Article 3.

The agent of the recipient country shall inform the EEC of this date immediately on learning it, and also that for commencement of delivery, if possible twenty days in advance and in any case ten days before the date for commencement of delivery.

He shall establish with the agent of the EEC the schedule on which delivery shall take place.

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Article 7

Should the recipient country be unable to begin loading on the date provided for in Article 6, paragraph 1, the agent of the recipient country shall inform the agent of the EEC without delay.

In this event a new date for the commencement of delivery and (if applicable) a new schedule may be agreed between the agents of the EEC and of the recipient country. The costs arising from this delay shall in all cases except force majeure be borne by the recipient country.

Should the new date provided for in paragraph 2 be more than 30 clear days after the date for loading provided for in Article 6, paragraph 1, the EEC may dispose of the goods without prejudice to its commitment under Article 1 of this Agreement.

Article 8

If the quantity made available for loading on a vessel cannot be put on board in its entirety, the recipient country shall inform the EEC as soon as possible and no later than fifteen clear days after loading has been completed whether it intends to accept or to renounce the balance.

In the former case the provisions of Article 7, paragraphs 2 and 3, shall apply to the balance, if delivery has not yet taken place.

In the latter case the EEC may consider that it has discharged its commitment to the recipient country under Article 1 of this Agreement and shall bear the costs resulting from such renunciation.

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

Article 9

Upon delivery of the goods, the recipient country shall hand to the agent of the EEC a certificate of acceptance stating the port of shipment, date of acceptance, the nature and quantity of the goods accepted and including any comments on the quality of the goods.

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