

COMMISSION OF THE EUROPEAN COMMUNITIES

COM(75) 265 final

Brussels, 9 June 1975

RECOMMENDATION FOR A COUNCIL DECISION

on the conclusion of an agreement between the
European Economic Community and the Republic of Zambia
for the supply of cereals as food aid

(submitted to the Council by the Commission)

COM(75) 265 final

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the Recommendation from the Commission;

Whereas the European Economic Community has concluded the second Convention
relating to food aid⁽¹⁾,

Whereas the Republic of Zambia has requested food aid;

Whereas in view of the cereal supply situation in Zambia that country
should be accorded, by way of gift, 5 000 metric tons of common wheat under the
Community Food Aid Programme for 1972/73;

DECIDES :

Article 1

On behalf of the European Economic Community an Agreement, the text whereof
is annexed hereto, shall be concluded between the European Economic Community
and the Republic of Zambia for supply of common wheat as food aid.

Article 2

The President of the Council is hereby authorized to designate those who
are to sign the Agreement and to confer on them the requisite powers to
bind the Community.

Done at Brussels,

19

For the Council

The President

(1) J.O. L 219 du 9.8.74, p.36

AGREEMENT

**BETWEEN THE EUROPEAN ECONOMIC COMMUNITY
AND THE REPUBLIC OF ZAMBIA
ON THE SUPPLY OF FOOD AID IN THE FORM OF
CEREALS.**

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

on the one hand,

THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

on the other hand,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA :

WHO HAVE AGREED AS FOLLOWS:

.../...

Article I

As a part of its Food Aid Programme (Cereals) for 1972/73, the European Economic Community shall supply, by way of gift, the Republic of Zambia hereinafter referred to as the "recipient country", with 5 000 metric tons of common wheat.

Article II

Deliveries will be made in new jute sacs with a net weight of 50 kg each cif to African ports of unloading.

Article III

The obligations and responsibilities of the European Economic Community and of the recipient country relating to delivery and the taking of delivery are defined in the Annex which forms an integral part of this Agreement.

Article IV

The recipient country undertakes to make all necessary arrangements for the transport and insurance of the product from ports of unloading to places of destination.

Article V

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, less the normal cost of selling the product on the recipient country's market and costs of internal transport and insurance will be paid into a special account in the Central Bank and allocated to the financing of one or more development projects which have already been proposed by the recipient country and approved by the European Economic Community.

Article VI

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace business transactions which might reasonably be expected in the absence of such supplies. In particular, the recipient country undertakes to import commercially from whatever source between 1 July 1974 and 30 June 1975 a minimum quantity of 87.000 metric tons of common wheat or its equivalent in flour of common wheat.

Article VII

The recipient country shall take any measures required to prevent:

- (i) The re-export of the product received as aid and of products and by-products resulting from such supplies;
- (ii) The export, commercially or otherwise, within six months of the last delivery, either of the product obtained locally and of the same nature as the product received as aid or of any products or by-products resulting from it.

Article VIII

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

- (i) Not later than thirty days after the unloading of each cargo: ports and dates of arrival of the vessel; nature, quantity and quality of the products unloaded; date on which unloading was completed;
- (ii) Every three months until the quantities received as aid have been fully used: quantities sold, how they have been sold, selling prices; normal selling costs on the recipient country's market;

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

(a) State of this account (incomings and outgoings on 31 December of the preceding year;

(b) Progress achieved in the project of projects, with an indication of the total amount of financing undertaken at that stage.

Article IX

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

Article X

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

ANNEX REFERRED TO IN ARTICLE III OF THE AGREEMENT

Article 1

Delivery shall be effected and risks shall pass from the European Economic Community to the recipient country at the moment when the goods are actually removed from the ship's hold at the port of unloading. The recipient country shall bear all costs subsequent to delivery of the goods, including unloading costs (such as unstowing, hoisting and reception) and any lighterage costs. Any demurrage costs or dispatch money at the port of unloading shall be a charge on or for the benefit of the recipient country. The rates and detailed arrangements relating thereto laid down in the contract between the authorized agent of the Community referred to in Article 5 and the carrier must have been agreed upon in advance by the authorized agent and the receiving agent of the recipient country referred to in Article 5.

Article 2

The European Economic Community shall, as soon as possible after the goods have been loaded, notify the recipient country of the ship's name, the date of loading, the quantity and quality of the goods as recorded at time of loading, and the port of unloading.

Article 3

The European Economic Community shall inform the recipient country of the vessel's expected date of arrival at the port of unloading at least ten clear days before that date.

The European Economic Community shall insert in the charter party a clause requiring the captain to inform the recipient country at least 72 hours in advance of the vessel's estimated date of arrival in port.

Article 4

On delivery of the goods, a tolerance shall be allowed of 5 % less than the quantity to be supplied under Article 1 of the Agreement.

Article 5

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

The recipient country shall appoint a receiving agent in each port of unloading whose name and address shall be made known to the European Economic Community before the Agreement is implemented.
