

COMMISSION OF THE EUROPEAN COMMUNITIES

COM(75) 284 final

Brussels, 13 June 1975

RECOMMENDATION FOR A COUNCIL DECISION

on the conclusion of an Agreement between the
European Economic Community and the Republic of Niger for the
supply of skimmed milk powder as food aid.

COM(75) 284 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 proposal from the Commission;

Whereas the Council in Regulation (EEC) no. 3234/74 of 17.12.1974⁽¹⁾ and in Regulation (EEC) n° 3235/74 of 17.12.1974⁽¹⁾ on the supply of skimmed milk powder as food aid decided to make 1,500 metric tons of skimmed milk powder available to the Republic of Niger,

HAS DECIDED :

Article 1

An Agreement between the European Economic Community and the Republic of Niger for the supply of skimmed milk powder 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

(1) O.J. no L 346 of 24.12.1974, p. 2 and 4

AGREEMENT

**BETWEEN THE EUROPEAN ECONOMIC COMMUNITY
AND THE REPUBLIC OF NIGER FOR THE SUPPLY OF
SKIMMED MILK POWDER AS FOOD AID.**

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

on the one hand,

THE GOVERNMENT OF THE REPUBLIC OF NIGER

on the other hand,

HAVE DECIDED to conclude this Agreement, and for this purpose have designated as their plenipotentiaries:

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE GOVERNMENT OF THE REPUBLIC OF NIGER :

WHO HAVE AGREED AS FOLLOWS:

.../...

Article I

The European Economic Community shall supply as a gift to the Republic of Niger hereinafter referred to as the "recipient country", 1,500 metric tons skimmed milk powder of which 750 metric tons are attributable to the 1974 skimmed milk powder programme and 750 metric tons to that of 1975, and which satisfy, as to quality and packing, the requirements laid down in Annex I which forms an integral part of this Agreement.

Article II

The deliveries shall be made to the place of distribution to be fixed by the recipient country and the European Economic Community by mutual consent.

Article III

The obligations and responsibilities of the European Economic Community and of the recipient country, in particular as regards delivery and acceptance, are defined in Annex II, which forms an integral part of this Agreement.

Article IV

The recipient country undertakes to make all the necessary arrangements for the transport and insurance of the deliveries from the place of distribution to the places of destination.

Article V

The recipient country undertakes to use the product received as aid for human consumption and to distribute it free to the needy populations.

Article VI

The European Economic Community shall grant the country of destination a lump-sum contribution towards the transport costs incurred by that country within the African continent from the places of distribution referred to in Article II.

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The amount of the contribution fixed on the basis of an allocation scheme proposed by the recipient country shall not exceed 43,200 u.a.

The European Economic Community undertakes to pay this amount into a special account to be opened for this purpose in the name of the authority responsible for the operation as follows :

- 30 % after the goods have been loaded and at the request of the recipient country to enable the operation to commence;
- 40 % as soon as 3/5 of the first instalment has been used up, provided documents proving that the goods have been transported to this stage have been submitted by the competent authority to the resident of the Commission who after having checked such documents shall forward to the Commission the appropriate call for funds,
- the balance calculated in proportion to the quantities actually transported and by reference to the places of destination, to be paid on completion of the operation after receipt by the Commission of a report together with documents duly endorsed by the resident of the Commission proving that the goods have been transported.

Article VII

The contracting parties undertake to implement this Agreement in such a way as to avoid any damage to the normal structure of national production and international trade. For this purpose, they shall take the necessary steps to ensure that the supplies of aid are additional to and are not in lieu of trading operations which could reasonably be expected in the absence of such supplies.

Article VIII

The recipient country shall take the appropriate steps to prevent:

- reexport of the product received as aid and any products derived therefrom;
- the export for trade or otherwise, within six months from the date of the last delivery, both of locally-produced merchandise of the same kind as that received as aid and of processed products derived therefrom.

Article IX

The recipient country undertakes to inform the European Economic Community of the circumstances surrounding the implementation of this Agreement. For this purpose, it shall communicate to the Commission of the European Communities every three months until the quantities received as aid have been used up the following information: quantities distributed, number and nature of the beneficiaries, places, rate and manner of distribution.

Article X

The recipient country shall take all appropriate steps to enable those persons duly authorized by the European Economic Community to make on the spot observations of the operations connected with the implementation of the Agreement.

Article XI

At the request of either party, the contracting parties shall consult one another on all questions concerning the application of this Agreement.

Article XII

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

SKIMMED MILK POWDER

I. Quality requirements

(a) fat content	not exceeding 1,5 %
(b) moisture content	not exceeding 4,0 %
(c) total acidity (lactic acid)	not exceeding 0,15 % (10° 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 99,5 (25,0 mg)
(i) bacteria content	not exceeding 50 000 per g
(k) strength of colon bacillus	negative in 0,1 g
(l) flavour and smell	fresh
(m) appearance	white or slightly yellowish, absence of impurities and colored particles

II. Packaging

(a) containing 25 kilograms net weight

(b) composition of packing:

aa) 4 Kraft paper bags of a strength representing at least 70 g/m^2 ;

1 interposed tar-lined paper bag, of a strength representing at least 140 g/m^2 ;

1 polyethylene inner bag at least 0.06 mm thick, welded or double bound;

bb) 1 Kraft paper bag of a strength representing at least 70 g/m^2 ;

1 Kraft paper bag with a polyethylene layer of a strength representing at least 80 $\text{g} + 15 \text{ g/m}^2$;

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;

cc) 1 Kraft paper outer bag of a strength representing at least 85 g/m^2 ;

1 Kraft paper bag with a polyethylene layer of a strength representing at least 70 $\text{g} + 15 \text{ g/m}^2$;

1 polyethylene inner bag at least 0.12 mm thick, welded or double bound.

(c) marking on the packaging in French

SKIMMED MILK POWDER

GIFT OF THE EUROPEAN ECONOMIC COMMUNITY TO THE REPUBLIC OF NIGER
TO DISTRIBUTE FREE OF CHARGE

ANNEX TO ARTICLE III OF THE AGREEMENT

Article 1

Delivery shall be completed and the risks shall pass from the European Economic Community to the recipient country as soon as the goods actually reach the place of distribution, and have been unloaded.

The recipient country shall bear all costs incurred in taking delivery of the goods, any transshipment costs and all other costs subsequent to delivery.

Any costs resulting from delay in taking delivery of the goods, which are attributable to the recipient country, shall be borne by that country.

Article 2

The European Economic Community shall, at the earliest opportunity, give to the recipient country the information relating to the consignment of the goods to the place of destination, the means of transport used, the details of the route to be followed over the intermediate stages, the date of loading, and the quantity and quality of the goods on their departure from the Community.

Article 3

The European Economic Community shall inform the recipient country in good time of the goods' presumed date of arrival at the place of distribution. The European Economic Community shall be under an obligation to inform the recipient country at least two days in advance (of the date) of the goods' arrival at the place of distribution.

Article 4

The European Economic Community shall appoint an agent to implement the provisions of this Annex, and shall in good time, forward the latter's name and address to the recipient country.

The recipient country shall appoint an agent in each place of distribution and shall forward the latter's name and address to the European Economic Community prior to implementation of the Agreement.

Article 5

On delivery of the goods the country of destination shall hand to the authorized agent of the European Economic Community a taking-over certificate, stating the place and date of taking over, the nature and the quantity as well as contingent observations about the quality of these goods and shall send a copy thereof to the Commission of the European Communities.