Collection of the Agreements concluded by the European Communities

Volume 5

Bilateral agreements
EAEC, ECSC

Multilateral agreements
EEC, EAEC, ECSC

1952–1975

EUROPEAN COMMUNITIES

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ABBREVIATIONS

ECSC	European Coal and Steel Community (Treaty of Paris, signed 18.4.1951) Member States: The Kingdom of Belgium, The Federal Republic of Germany, The French Republic, The Italian Republic, The Grand Duchy of Luxembourg, The Kingdom of the Netherlands
EEC	European Economic Community (Treaty of Rome, signed 25.3.1957) Member States: The Kingdom of Belgium, The Federal Republic of Germany, The French Republic, The Italian Republic, The Grand Duchy of Luxembourg, The Kingdom of the Netherlands
Euratom	European Atomic Energy Community (Treaty of Rome, signed 25.3.1957) Member States: The Kingdom of Belgium, The Federal Republic of Germany, The French Republic, The Italian Republic, The Grand Duchy of Luxembourg, The Kingdom of the Netherlands
	*
	By the Treaty of Brussels of 22 January 1972, The Kingdom of Denmark, Ireland and The United Kingdom of Great Britain and Northern Ireland became members of the European Communities.
	*
ACP	African, Caribbean and Pacific States
AASM	Associated African States and Madagascar
ESTAF	East African Federation
GATT	General Agreement on Tariffs and Trade
MFA	Arrangement regarding international trade in textiles (Multifibre Arrangement)

COST	European Cooperation in the field of Scientific and Technical Research.
OJ ECSC	Official Journal of the European Coal and Steel Community
OJ	Official Journal of the European Communities
IEA	International Energy Agency
IAEA	International Atomic Energy Agency
OECD	Organization for Economic Cooperation and Development
ILO	International Labour Organization
UNRWA	United Nations Relief and Works Agency for Palestine Refugees in the Near-East
d. (1)	deposit of instruments of ratification, acceptance, approval etc.
e. (1)	exchange of instruments of ratification, acceptance, approval etc.
n. (1)	notification of instruments of ratification, acceptance, approval etc.

(1) Where the column 'Date of exchange, deposit or notification of instruments of ratification, acceptance, approval etc.' is left blank, this means that the agreement in question makes no provision on the matter.

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Agreement
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AGREEMENT

between the Government of Canada and the European Atomic Energy Community (Euratom) for cooperation in the peaceful uses of atomic energy[1]

PREAMBLE

The Government of Canada and the European Atomic Energy Community (Euratom), acting through its Commission (hereinafter referred to as 'the Commission');

CONSIDERING that the Community has been established by the Kingdom of Belgium, the Federal Republic of Germany, the French Republic, the Italian Republic, the Grand Duchy of Luxembourg and the Kingdom of the Netherlands in the Treaty signed at Rome on 25 March 1957, with the aim of contributing to the raising of the standard of living in the Member States and to the development of exchanges with other countries by the creation of conditions necessary for the speedy establishment and growth of nuclear industries;

CONSIDERING that the Government of Canada and the Community have expressed their mutual desire for the development of close cooperation in the peaceful uses of atomic energy;

DESIRING to collaborate with each other in order to promote and enlarge the contribution which the development of the peaceful uses of atomic energy can make to welfare and prosperity in Canada and within the Community;

RECOGNIZING in particular that it would be to their mutual benefit to cooperate by establishing a joint programme of research and development;

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[1] OJ No 60, 24.11.1959.

CONSIDERING that an arrangement providing for cooperation in the peaceful uses of atomic energy would initiate a fruitful exchange of experience, provide opportunities for mutually beneficial action and reinforce solidarity within Europe and across the Atlantic;

HAVE AGREED as follows:

Article I

1. The cooperation intended by this Agreement relates to the peaceful uses of atomic energy and includes:

(a) the supply of information, including that relating to:

(i) research and development,

(ii) problems of health and safety,

(iii) equipment, facilities and devices (including the supply of designs, drawings, and specifications), and

(iv) uses of equipment, facilities, devices and material;

(b) the supply of material;

(c) the procurement of equipment and devices;

(d) the use of patent rights;

(e) access to and use of equipment and facilities.

2. The cooperation provided for in this Agreement shall be affected on terms and conditions to be agreed and in accordance with the applicable laws, regulations and other licensing requirements in force in Canada and within the Community.

3. Each Contracting Party shall be responsible toward the other for ensuring that the provisions of this Agreement are accepted and complied with as to Canada by all of its governmental enterprises and by all persons under its jurisdiction, and as to the Community, in accordance with the provisions of the abovementioned Treaty, by all persons

within the Community to whom authorization has been granted pursuant to this Agreement.

Article II

Without limiting the generality of Article I, the cooperation envisaged in this Agreement will include a joint programme of research and development connected with the natural uranium fuelled heavy water moderated type of nuclear reactor.

Article III

1. (a) The Contracting Parties may make available to each other and to persons within the Community or under the jurisdiction of the Government of Canada, information at their disposal on matters within the scope of this Agreement.

   (b) The supply of information received from any third party under terms preventing such supply shall be excluded from the scope of this Agreement.

   (c) Information regarded by the supplying Contracting Party as being of commercial value shall be supplied only under terms and conditions specified by the said Contracting Party.

2. (a) The Contracting Parties shall encourage and facilitate the exchange of information between persons under the jurisdiction of the Government of Canada on the one hand and persons within the Community on the other hand on matters within the scope of this Agreement.

   (b) Information owned by such persons shall be supplied only with the consent of and under terms and conditions to be specified by those persons.

Article IV

1. (a) The Contracting Parties shall grant or cause to be granted, to each other or to persons within the Community or under

the jurisdiction of the Government of Canada, on terms and conditions to be agreed, licences or sublicences under patents owned by either Contracting Party, or as to which either has the right to grant licences or sublicences on matters within the scope of this Agreement.

(b) The granting of licences or sublicences under patents or licences received from any third party under terms preventing such grants shall be excluded from the scope of this Agreement.

2. (a) The Contracting Parties shall encourage and facilitate the granting to persons within the Community or under the jurisdiction of the Government of Canada, of licences under patents, on matters within the scope of this Agreement, owned by persons under the jurisdiction of the Government of Canada or within the Community, respectively.

(b) Licences or sublicences under patents or licences owned by such persons shall be granted only with the consent of, and under terms and conditions to be specified by, those persons.

Article V

1. The Contracting Parties shall to such extent as is practicable provide technical advice to each other or to persons within the Community or under the jurisdiction of the Government of Canada by the secondment of experts or in such other ways as may be agreed.

2. Each Contracting Party shall, wherever possible, provide in its own schools or facilities, and assist in obtaining elsewhere in Canada or within the Community, training in subjects relevant to the peaceful uses of atomic energy for students and trainees recommended by the other.

Article VI

The Contracting Parties agree that with the general or specific authorization of the Government of Canada or, when required by the Treaty

establishing the European Atomic Energy Community (Euratom), of the Commission, source material and special nuclear material may be supplied or received under this Agreement on commercial terms or as otherwise agreed, by the Governmental enterprises of Canada, by the Supply Agency of the Community, or by persons under the jurisdiction of the Government of Canada or within the Community.

Article VII

The Contracting Parties shall, to such extent as is practicable, assist persons within the Community or under the jurisdiction of the Government of Canada in obtaining research and power reactors and in obtaining assistance in the design, construction and operation of such reactors.

Article VIII

The Contracting Parties shall, to such extent as is practicable, assist each other in the procurement, by either Contracting Party or by persons within the Community or under the jurisdiction of the Government of Canada, of material, equipment and other requisites for atomic energy research, development and production within the Community or in Canada.

Article IX

1. The Government of Canada and the Community each undertakes that material or equipment obtained pursuant to the present Agreement, and source material or special nuclear material derived from the use of any material or equipment so obtained, shall be employed solely for the promotion and development of the peaceful uses of atomic energy and not for any military purpose; and that to this end no material or equipment obtained pursuant to the present Agreement, or source or special nuclear material derived from the use of any material or equipment so obtained, shall be transferred to unauthorized persons or be-

yond its control except with the prior consent in writing of the Community or the Government of Canada, respectively.

2. The continuation of the cooperation envisaged in the present Agreement shall be contingent upon the mutually satisfactory application, for the purposes of Paragraph 1 of this Article, of the system for safeguards and control established by the Community in accordance with the Treaty establishing the European Atomic Energy Community (Euratom) and of the measures for accounting for the use of material or equipment established by the Government of Canada.

3. Consultation and exchange of visits between the Contracting Parties shall take place to give an assurance to both of them that the Community's safeguards and control system and the measures for accounting for the use of material or equipment established by the Government of Canada are satisfactory and effective for the purposes of the present Agreement. In implementing these systems, the Contracting Parties are prepared to consult with and exchange experiences with the International Atomic Energy Agency with the objective of establishing a system reasonably compatible with that of the International Atomic Energy Agency.

4. In recognition of the importance of the International Atomic Energy Agency, the Government of Canada and the Community shall consult from time to time to determine whether there are any areas of responsibility with regard to safeguards and control in which this Agency might be asked to assist.

Article X

1. Except as otherwise agreed, the application or use of any information (including designs, drawings and specifications) and any material, equipment, and devices, exchanged or transferred between the Contracting Parties under this Agreement, shall be the responsibility of the Contracting Party receiving it, and the other Contracting Party does not warrant the accuracy or completeness of such information, nor the suitability of such information, material, equipment, and devices for any particular use or application.

2. The Contracting Parties recognize that adequate measures in respect of third party liability are necessary for the carrying out of the objects of this Agreement. The Contracting Parties will cooperate in developing and securing the adoption of mutually satisfactory general arrangements in respect of third party liability by the earliest possible date. If there is a delay in concluding such general arrangements, the Contracting Parties shall consult with a view to making mutually satisfactory *ad hoc* arrangements for the furtherance of specific transactions.

Article XI

1. Article 106 of the Treaty signed at Rome on 25 March 1957, establishing the European Atomic Energy Community (Euratom) provides that Member States which before the date of entry into force of that Treaty have concluded Agreements with third countries for cooperation in the field of nuclear energy shall jointly with the Commission enter into the necessary negotiations with such third countries in order as far as possible to cause the rights and obligations arising out of such Agreements to be assumed by the Community.

2. The Government of Canada is prepared to enter into such negotiations with reference to any Agreement to which it is a party.

Article XII

The Contracting Parties reaffirm their common interest in fostering the peaceful uses of atomic energy through the International Atomic Energy Agency and intend that the results of their cooperation shall benefit this Agency and its Members.

Article XIII

1. At the request of either Contracting Party, representatives of the Contracting Parties shall meet from time to consult with each other on matters arising out of the application of the present Agreement, to

supervise its operation and to discuss arrangements for cooperation additional to those provided in the present Agreement.

2. The Contracting Parties may by mutual consent invite other countries to take part in the joint programme mentioned in Article II.

Article XIV

For the purpose of this Agreement, except as otherwise specified therein.

(a) 'Contracting Parties' means the Government of Canada and the Governmental enterprises of Canada as defined in Paragraph (b) of this Article on the one hand and the European Atomic Energy Community (Euratom) on the other hand;

(b) 'Governmental enterprises of Canada' means Atomic Energy of Canada Limited and Eldorado Mining and Refining Limited, and such other enterprises under the jurisdiction of the Government of Canada as may be agreed between the Contracting Parties;

(c) 'persons' means individuals, firms, corporations, companies, partnerships, associations, Government agencies or Government corporations and other entities, private or governmental; but the term 'persons' shall not include the Contracting Parties as defined in Paragraph (a) of this Article;

(d) 'equipment' means items of machinery or plant, or major components thereof, specially suitable for use in atomic energy projects;

(e) 'material' means source material, special nuclear material, heavy water, graphite of nuclear quality, and any other substance which by reason of its nature or purity is specially suitable for use in nuclear reactors;

(f) 'source material' means uranium containing the mixture of isotopes occurring in nature; uranium depleted in the isotope 235; thorium; any of the foregoing in the form of metal, alloy, chemical compound, or concentrate; any other material containing one or more of the

foregoing in such concentration as may be agreed between the Contracting Parties; and such other material as may be agreed between the Contracting Parties;

(g) 'special nuclear material' means plutonium; uranium 233; uranium 235; uranium enriched in the isotopes 233 or 235; any substance containing one or more of the foregoing; and such other substance as may be agreed between the Contracting Parties; but the term 'special nuclear material' shall not include 'source material';

(h) 'derived' means derived by one or more processes, whether successive or not;

(i) 'within the Community' means within the territories to which the Treaty establishing the European Atomic Energy Community (Euratom) applies or shall apply.

Article XV

1. The present Agreement shall be brought into force through an exchange of notes between the Government of Canada and the Community to that effect.

2. It shall remain in force for a period of ten years, and thereafter until six months after notice of termination has been given by either the Government of Canada or the Community, unless such notice has been given six months prior to the expiry of the said period of ten years.

In witness whereof the undersigned, duly authorized for this purpose by the Government of Canada and the Commission respectively, have signed the present Agreement and have affixed thereto their seals.

Done at Brussels, this sixth day of October, 1959, in the English, French, German, Italian and Dutch languages, all five texts being equally authentic.

For the European Atomic Energy Community (Euratom):

E. HIRSCH
E. MEDI
P. DE GROOTE
H. KREKELER
E. M. J. A. SASSEN

For the Government of Canada:

S. D. PIERCE

Exchange of letters between the Government of Canada and the European Atomic Energy Community (Euratom)

No 1

Mr S. D. Pierce to Mr E. Hirsch

Brussels, 6 October 1959

Mr President,

I have the honour to refer to the Agreement of today's date between the Government of Canada and the European Atomic Energy Community (Euratom) for cooperation in the peaceful uses of atomic energy, and in particular to Article IX, Paragraph 1, dealing with re-exports.

It is our understanding that the consent in writing mentioned therein is contingent upon such re-exports being subject to a mutually satisfactory system of safeguards.

It is our expectation that the control systems of the International Atomic Energy Agency and the European Nuclear Energy Agency, when established, will prove to be satisfactory in this respect.

Accept, etc.

S. D. PIERCE
Ambassador

No 2

Mr E. Hirsch to Mr S. D. Pierce

Brussels, 6 October 1959

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's note of today's date which reads as follows;

'Mr President,

I have the honour to refer to the Agreement of today's date between the Government of Canada and the European Atomic Energy Community (Euratom) for cooperation in the peaceful uses of atomic energy, and in particular to Article IX, Paragraph 1 dealing with re-exports.

It is our understanding that the consent in writing mentioned therein is contingent upon such re-exports being subject to a mutually satisfactory system of safeguards.

It is our expectation that the control systems of the International Atomic Energy Agency and European Nuclear Energy Agency, when established, will prove to be satisfactory in this respect.

Accept, etc.'

I have the honour to confirm that the above is also the understanding of the Euratom Commission.

Accept, etc.

E. HIRSCH
President
Euratom Commission

INFORMATION CONCERNING

the AGREEMENT between the Government of Canada and the European Atomic Energy Community (Euratom) for cooperation in the peaceful uses of atomic energy (1)

Contracting Parties	Date of signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force	Duration
EAEC CANADA	6.10.1959	e. 18.11.1959	18.11.1959	10 years, thereafter tacit renewal

(1) OJ No 60, 24.11.1959.

Agreements between the EAEC and the United States of America

AGREEMENT

between the European Atomic Energy Community (Euratom) and the Government of the United States of America[1]

WHEREAS the European Atomic Energy Community (Euratom) has been established by the Kingdom of Belgium, the Federal Republic of Germany, the French Republic, the Italian Republic, the Grand Duchy of Luxembourg, and the Kingdom of the Netherlands, in the Treaty of Rome signed on 25 March 1957, with the aim of contributing to the raising of the standard of living in Member States and to the development of commercial exchanges with other countries by the creation of conditions necessary for the speedy establishment and growth of nuclear industries;

WHEREAS the Government of the United States of America has instituted a programme of international cooperation to make available to cooperating nations the benefits of peaceful applications of atomic energy as widely as expanding technology and considerations of the common defence and security will permit;

WHEREAS the European Atomic Energy Community (Euratom) and the Government of the United States of America have expressed their mutual desire for close cooperation in the peaceful applications of atomic energy, and the European Atomic Energy Community (Euratom) intends to foster an extensive programme which promises to redound to their common benefit;

WHEREAS an arrangement providing for cooperation in the peaceful applications of atomic energy would initiate a fruitful exchange of experience and technical development, open a new era for mutually

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(1) OJ No 17, 19.3.1959.

beneficial action on both the governmental and industrial level, and reinforce solidarity within Europe and across the Atlantic;

The Parties agree as follows:

Article I

The Parties will cooperate in programmes for the advancement of the peaceful applications of atomic energy. Such cooperation will be undertaken from time to time pursuant to such terms and conditions as may be agreed and shall be subject to all provisions of law respectively applicable to the Parties. Specifically it is understood that under existing law the cooperation extended by the Government of the United States of America will be undertaken pursuant to an Agreement for Cooperation entered into in accordance with Section 123 of the Atomic Energy Act of 1954, as amended.

Article II

As used in this Agreement, 'Parties' means the European Atomic Energy Community (Euratom), acting through its Commission and the Government of the United States of America. 'Party' means one of the Parties.

Article III

This Agreement shall enter into force on the day on which each Party shall have received from the other Party written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement.

In witness whereof, the undersigned representatives duly authorized thereto have signed this Agreement.

Done at Brussels on 29 May 1958, and at Washington on 19 June 1958, in duplicate, in the English, French, German, Italian and Dutch languages, each language being equally authentic.

For the Government of the United States of America:

John Foster DULLES
Lewis L. STRAUSS

For the European Atomic Energy Community (Euratom):

Louis ARMAND
Enrico MEDI
Paul DE GROOTE
Heinz KREKELER
E. M. J. A. SASSEN

AGREEMENT FOR COOPERATION

between the Government of the United States of America and the European Atomic Energy Community (Euratom) concerning peaceful uses of atomic energy [1]

WHEREAS the Government of the United States of America and the European Atomic Energy Community (Euratom) on 29 May and 18 June 1958 signed an agreement which provides a basis for cooperation in programmes for the advancement of the peaceful applications of atomic energy;

WHEREAS the Government of the United States of America and the European Atomic Energy Community (Euratom) recognize that it would be to their mutual benefit to cooperate by establishing a joint programme:

(a) To bring into operation within the European Atomic Energy Community (Euratom) large-scale power plants using nuclear reactors of types on which research and development have been carried to an advanced stage in the United States, having a total installed capacity of approximately one million kilowatts of electricity by 31 December 1963 (except that two reactors may be selected to be in operation by 31 December 1965), and under conditions which would approach the competitive range of conventional energy costs in Europe;

(b) To initiate immediately a joint research and development programme centred on these types of reactors.

The Parties agree as follows:

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[1] OJ No 17, 19.3.1959.

Article I

A. Under the joint programme, reactor projects may be proposed, constructed and operated by private or governmental organizations in the Community engaged in the power industry or in the nuclear energy field. Such projects will be selected in accordance with technical standards, criteria (including those relating to radiation protection and reactor safety), and procedures developed by the United States Atomic Energy Commission (hereinafter referred to as the 'United States Commission') and the Commission of the European Atomic Energy Community (hereinafter referred to as the 'Euratom Commission'). In the evaluation and selection of such reactor projects, the technical and economic features will be considered and approved jointly by the United States Commission and the Euratom Commission. Other features of such reactor projects will be considered and approved by the Euratom Commission. Reactors now being planned or constructed in Member States of the Community will be eligible for, and will receive, early consideration under the criteria established pursuant to this paragraph.

B. The total capital cost, exclusive of the fuel inventory, of the nuclear power plants with an installed capacity of approximately one million kilowatts of electricity to be constructed under the programme is estimated not to exceed the equivalent of $350 000 000 to be financed as follows:

1. Approximately $215 000 000 to be provided by the participating utilities and other European sources of capital, such financing to be arranged with the appropriate assistance of the Community; and

2. Up to $135 000 000 to be provided by the Government of the United States of America to the Community in the form of a long-term line of credit on terms and conditions to be agreed, including terms and conditions satisfactory to the Parties regarding security for such loan, such funds to be re-lent by the Community for the construction of facilities under this programme.

C. The United States Commission and the Euratom Commission will enter into special arrangements with respect to the fuel cycle of reactors to be constructed and operated under the joint programme according to the principles set forth in Annex A to this Agreement.

Article II

A. The United States Commission and the Euratom Commission under mutually agreed arrangements intend to initiate a programme of research and development to be conducted both in the United States and in Europe on the types of reactors to be constructed under the joint programme. This research and development programme will be aimed primarily at the improvement of the performance of these reactors, and at lowering fuel cycle costs. It will also deal with plutonium recycling and other problems relevant to these reactors.

B. The research and development programme will be established for a ten (10) year period. During the first five (5) years the financial contribution of the Government of the United States of America and the Community will amount to about $50 000 000 each. Prior to the completion of the first five-year period the Parties will determine the financial requirements for the remaining five-year period and will undertake to procure funds necessary to carry out the programme. Funds for the second five-year period may be in the same order of magnitude.

C. The administration of this programme will be conducted under arrangements to be mutually agreed.

Article III

A. The United States Commission will sell to the Community uranium enriched in the isotope U-235 for use in projects designated by the Parties pursuant to the joint programme up to a net amount of thirty thousand (30 000) kilograms of contained U-235 in uranium. This net amount shall be the gross quantity of contained U-235 in uranium sold

to the Community less the quantity of contained U-235 in recoverable uranium which has been resold or otherwise returned to the Government of the United States of America or transferred to any other nation or international organization with the approval of the Government of the United States of America. The United States Commission will also from time to time sell the Community such quantities of special nuclear material, in addition to the quantities of enriched uranium set forth above, as may be agreed.

B. Contracts for the sale of special nuclear materials will specify the quantities to be supplied, composition of material, compensation for material, delivery schedules and other necessary terms and conditions. Such contracts for the sale of enriched uranium for fuelling power reactors under the joint programme may also provide, under terms and conditions to be agreed, that payment for such enriched uranium may be made on a deferred basis. Such terms and conditions will include an obligation that the Community return to the United States Commission enriched uranium to the extent that there is default in payment. The Community will grant no rights to third parties that may be inconsistent with such obligation. The uranium supplied hereunder for use in reactors designed for production of electric power may be enriched up to twenty per cent (20%) by weight in the isotope U-235. The United States Commission, however, may, upon request and in its discretion, make a portion of the foregoing enriched uranium available as material enriched up to ninety per cent (90%) for use in materials testing reactors and research reactors, each capable of operating with a fuel load not to exceed eight (8) kilograms of contained U-235 in uranium, and as highly enriched material for use for research purposes.

C. It is agreed that the Community may distribute special nuclear material to authorized users in the Community; the Community will retain, pursuant to the Treaty establishing the European Atomic Energy

Community, title to any special nuclear material which is purchased from the United States Commission.

D. The United States Commission is prepared to perform while such services are available from the Commission to its licensees in the United States, and on terms and conditions to be agreed, chemical reprocessing services with respect to any source or special nuclear material received by the Community from the United States under this programme. It is agreed that such reprocessing will be performed at established United States domestic prices in effect upon delivery of such material. It is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel elements shall not be altered after their removal from reactors and prior to delivery to the United States Commission or to other facilities. Special nuclear material and other material recoverable from material returned to the United States for reprocessing will be returned to the Community unless otherwise agreed. It is anticipated that any withdrawal by the United States Commission of chemical reprocessing services will be based upon the availability of commercial facilities to meet requirements for such services at reasonable prices, including the requirements of projects in the joint programme. The United States Commission will give written notice to the Community of non-availability of its chemical reprocessing services twelve (12) months prior to such non-availability.

E. With respect to any special nuclear material produced in reactors fuelled with materials obtained from the United States under this Agreement which is in excess of the need of the Community for such material for the peaceful uses of atomic energy, the International Atomic Energy Agency is granted the right of first option to purchase such material at the announced fuel value price in effect in the United States at the time of purchase. In the event this option is not exercised by the International Atomic Energy Agency, the Government of the United States of America is prepared to purchase such material at the United States announced fuel value price in effect at the time of purchase. However,

with respect to plutonium produced in any reactor constructed under the joint programme, no purchase commitment shall extend for a period beyond ten (10) years of operation of such reactor, or 31 December 1973 (or 31 December 1975 for not more than two reactors selected under Article I(A)), whichever is earlier. Extension of such period will be the subject of negotiation on the request of either Party.

Article IV

The United States Commission will assist the Euratom Commission in obtaining reactor materials other than special nuclear material from private organizations located in the United States if the Euratom Commission desires such assistance. If no commercial sources are available, specific arrangements may be made by the Parties, from time to time, under terms and conditions to be agreed, for the transfer of such materials.

Article V

Persons under the jurisdiction of the Government of the United States of America or within the Community will be permitted to make arrangements to transfer and export material, including equipment and devices, to, and perform services for, the other Party and such persons under the jurisdiction of the Government of the United States of America or within the Community (as the case may be) as are authorized by the appropriate Party to receive and possess such material and utilize such services, subject to applicable laws, directives, regulations and licence requirements of the Government of the United States of America, the Community and the Member States of the Community.

Article VI

A. 1. Under mutually agreed arrangements, all non-patentable information developed in connection with the joint programme of research and development, and all non-patentable information developed in con-

nection with the selected projects, concerning designs, plans and specifications, construction costs, operations and economics, will be delivered currently to the Parties as developed and may be used, disseminated, or published by each Party for any and all purposes as it sees fit without further obligation or payment. There will be no discrimination in the dissemination or use of such information for the reason that the proposed recipient or user is a national of the United States or of any Member State of the Community.

2. Both Parties shall have access to the records of the participating contractors pertaining to their participation in research and development projects under the joint research and development programme, or pertaining to the performance of fuel elements that are the subject of United States guarantees.

B. The United States Commission and the Euratom Commission shall also exchange other unclassified information in fields related to the peaceful uses of atomic energy to further the joint programme. Such exchange of information shall include technical advice in the design and construction of future reprocessing plants which the Community may decide to design and construct or sponsor.

C. The Parties will expedite prompt exchange of information through symposia, exchange of personnel, setting up of combined teams, and other methods as may be mutually agreed.

D. Except as otherwise agreed, the application or use of any information (including designs, drawings and specifications) and any material, equipment, and devices, exchanged or transferred between the Parties under this Agreement, shall be the responsibility of the Party receiving it, and the other Party does not warrant the accuracy or completeness of such information, nor the suitability of such information, materials, equipment, and devices for any particular use or application.

Article VII

A. As to any invention made or conceived in the course of or under the joint programme of research and development:

1. The Government of the United States of America shall without further obligation or payment be entitled to assignment of the title and rights in and to the invention and the patents in the United States subject to a non-exclusive, irrevocable, and royalty-free licence, with the right to grant sublicences, to the Community for all purposes.

2. The Community shall without further obligation or payment be entitled to assignment of the title and rights in and to the invention and the patents in the Community subject to a non-exclusive, irrevocable, and royalty-free licence, with the right to grant sub-licences, to the Government of the United States of America for all purposes.

3. With respect to title and rights in and to the invention and patents in third countries:

   (a) The Government of the United States of America, if the invention is made or conceived within the United States, or the Community, if the invention is made or conceived within the Community, shall be entitled to assignment of such title and rights, subject to a non-exclusive, irrevocable, and royalty-free licence, with the right to grant sublicences, to the other Party for all purposes.

   (b) If the invention is made or conceived elsewhere, the Party contracting for the work shall be entitled to assignment of such title and rights, subject to a non-exclusive, irrevocable, and royalty-free licence, with the right to grant sublicences, to the other Party for all purposes.

B. As to inventions and patents under paragraph A of this Article neither Party shall discriminate in the granting of any licence or sub-licence for the reason that the proposed licensee or sublicensee is a national of the United States or of any Member State of the Community.

C. As to patents used in the work of the joint programme, other than those under paragraph A, which the Government of the United States of America owns or as to which it has the right to grant licences or sub-licences, the Government of the United States of America will agree to grant licences or sublicences, covering use either in or outside the joint programme, on a non-discriminatory basis to a Member State and to industry of a Member State, if the Member State has agreed to grant licences or sublicences as to patents used in the work of the joint programme which it owns or as to which it has the right to grant licences or sublicences, on a non-discriminatory basis to the Government of the United States of America and to industry of the United States, covering use either in or outside the joint programme.

D. The respective contractual arrangements of the Parties with third parties shall contain provisions that will enable each Party to effectuate the provisions of paragraphs A and B of this Article as to patentable information.

E. It is recognized that detailed procedures shall be jointly established to effectuate the foregoing provisions and that all situations not covered shall be settled by mutual agreement governed by the basic principle of equivalent benefits to both Parties.

Article VIII

The United States Commission and the Euratom Commission will work closely together to develop training programmes to satisfy requirements of the joint programme. The Parties may under mutually agreeable terms and conditions make available their facilities for use by the other, including facilities to satisfy training needs.

Article IX

The Government of the United States of America and the Community recognize that adequate measures to protect equipment manufacturers and other suppliers as well as the participating utilities against now

uninsurable risks are necessary to the implementation of the joint programme. The Euratom Commission will seek to develop and to secure the adoption, by the earliest practicable date, of suitable measures which will provide adequate financial protection against third party liability. Such measures could involve suitable indemnification guarantees national legislation, international convention, or a combination of such measures.

Article X

The Euratom Commission will take all action open to it under the Treaty establishing the European Atomic Energy Community to minimize the impact of customs duties on goods and products imported under the joint programme.

Article XI

The Community guarantees that:

1. No material, including equipment and devices, transferred pursuant to this Agreement to the Community or to persons within the Community, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose;

2. No such material will be transferred to unauthorized persons or beyond the control of the Community, except as the Government of the United States of America may agree to such transfer and then only if the transfer of the material is within the scope of an Agreement for Cooperation between the Government of the United States of America and another nation or group of nations;

3. No source or special nuclear material utilized in, recovered from, or produced as a result of the use of materials, equipment or devices transferred pursuant to this Agreement to the Community or to persons within the Community will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose;

4. The Community will establish and maintain a mutually satisfactory system of safeguards and control as provided in Article XII, to be applied to materials, equipment and devices subject to the guarantees set forth in paragraphs 1 to 3 of this Article.

Article XII

A. The Community undertakes the responsibility for establishing and implementing a safeguards and control system designed to give maximum assurance that any material, equipment or devices made available pursuant to this Agreement and any source or special nuclear material derived from the use of such material, equipment and devices, shall be utilized solely for peaceful purposes. In establishing and implementing its safeguards and control system, the Community is prepared to consult with and exchange experiences with the International Atomic Energy Agency with the objective of establishing a system reasonably compatible with that of the International Atomic Energy Agency. The Government of the United States of America and the Community agree that the principles which will govern the establishment and operation by the Community of a mutually satisfactory safeguards and control system under this Agreement are those which are set forth in Annex B to this Agreement. The Community shall be responsible for establishing and maintaining a mutually satisfactory and effective safeguards and control system which is in accord with the principles set forth in Annex B to this Agreement.

B. As has been requested by the Community, the Government of the United States of America will provide assistance in establishing the Community's safeguards and control system, and will provide continuing assistance in the operation of the system.

C. The Parties agree that there will be frequent consultations and exchanges of visits between the Parties to give assurance to both Parties that the Community's safeguards and control system effectively meets the responsibility and principles stated in paragraph A of this Article and that the standards of the materials accountability systems of the Government of the United States of America and the Community are kept reasonably comparable.

D. In recognition of the importance of the International Atomic Energy Agency, the Government of the United States of America and

the Community will consult with each other from time to time to determine whether there are any areas of responsibility with regard to safeguards and control and matters relating to health and safety in which the Agency might be asked to assist.

E. It is understood by the Parties that a continuation of the cooperative programme between the Government of the United States of America and the Community will be contingent upon the Community's establishing and maintaining a mutually satisfactory and effective safeguards and control system which is in accord with the principles set forth in Annex B to this Agreement.

Article XIII

The Government of the United States of America and the Community reaffirm their common interest in fostering the peaceful applications of atomic energy through the International Atomic Energy Agency and intend that the results of the joint programme will benefit the Agency and the nations participating in it.

Article XIV

A. The Parties anticipate that from time to time they may enter into further agreements providing for cooperation in the peaceful aspects of atomic energy.

B. Article 106 of the Treaty establishing the European Atomic Energy Community contemplates that Member States which before the date of entry into force of that Treaty have concluded agreements with third countries for cooperation in the field of nuclear energy shall jointly with the Euratom Commission enter into the necessary negotiations with third countries in order as far as possible to cause the rights and obligations arising out of such agreements to be assumed by the Community. The Government of the United States of America is prepared to enter into such negotiations with reference to any agreement to which it is a party.

C. Existing agreements for cooperation in the field of nuclear energy between Member States and the Government of the United States of America are not modified by the joint programme. Modifications may be

made as necessary by mutual agreement between the Member States concerned and the United States to permit transfers of reactor projects now contemplated under existing agreements that qualify for and are accepted under the joint programme.

Article XV

For the purposes of this Agreement:

(a) 'Person' means any individual, enterprise, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency, or government corporation, but does not include the Parties to this Agreement.

(b) 'Special nuclear material' means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which either Party determines to be special nuclear material; or (2) any material artificially enriched by any of the foregoing.

(c) 'Source material' means (1) uranium, thorium, or any other material which is determined by either Party to be source material; or (2) ores containing one or more of the foregoing materials, in such concentration as either Party may determine from time to time.

(d) 'Parties' means the Government of the United States of America, including the United States Atomic Energy Commission on behalf of the Government of the United States of America, and the European Atomic Energy Community (Euratom), acting through its Commission. 'Party' means one of the Parties.

Article XVI

A. The Parties agree that the establishment and initiation of the joint programme and the undertakings of the Parties under this Agreement are subject to appropriate statutory steps, including authorization by competent bodies of the Government of the United States of America and the Community, and the provisions of applicable laws, regulations and licence requirements in effect in the United States and in the Community and within the Member States.

B. This Agreement shall enter into force on the day on which each Party shall have received from the other party written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement and shall remain in force a period of twenty-five (25) years.

In witness whereof, the undersigned representatives duly authorized thereto have signed this Agreement.

Done at Brussels on 8 November 1958, in duplicate, in the English, French, German, Italian and Dutch languages, each language being equally authentic.

For the Government of the United States of America:
Pour le gouvernement des États-Unis d'Amérique:
Für die Regierung der Vereinigten Staaten von Amerika:
Per il Governo degli Stati Uniti d'America:
Voor de Regering van de Verenigde Staten van Amerika:

W. Walton BUTTERWORTH
John A. McCONE

For the European Atomic Energy Community (Euratom):
Pour la Communauté Européenne de l'Énergie Atomique (Euratom):
Für die Europäische Atomgemeinschaft (Euratom):
Per la Comunità Europeà dell'Energia Atomica (Euratom):
Voor de Europese Gemeenschap voor Atoomenergie (Euratom):

Louis ARMAND
Enrico MEDI
Paul DE GROOTE
Heinz KREKELER
E. M. J. A. SASSEN

ANNEX A

With the objective of assuring the success of the joint programme, the United States Commission will offer guarantees designed to limit certain financial risks associated with the fuel cycle.

These guarantees will be extended in the form of maximum charges for fabrication of the fuel elements and minimum integrity of the fuel elements under irradiation. They will be offered only to the extent that equivalent or better guarantees are not available commercially.

The liability of the United States Commission under these guarantees will be limited to meeting guaranteed maximum charges for fabricated fuel elements and to the adjustment of charges for fabrication, chemical reprocessing, and transportation of fuel elements when required by failure to meet guaranteed integrity.

The guarantees will provide for equitable sharing of decreases in costs realized through fuel performance in excess of guaranteed levels, the United States share not to exceed costs experienced by the United States Commission under these guarantees.

The guarantees provided by the United States Commission will be applicable to all loadings made in reactors under the joint programme during ten (10) years of operation or prior to 31 December 1973 (or 31 December 1975, for not more than two reactors selected under Article I(A) of this Agreement for Cooperation), whichever is earlier.

ANNEX B

Principles for establishing the safeguards and control system under this agreement

The principles which will govern the establishment and operation of the safeguards and control system are as follows:

The Euratom Commission will:

1. Examine the design of equipment, devices and facilities, including nuclear reactors, and approve it for the purpose of assuring that it will not further any military purpose and that it will permit the effective application of safeguards, if such equipment, devices and facilities:

   (a) are made available pursuant to this Agreement; or

   (b) use, process or fabricate any of the following materials received from the United States: source or special nuclear material, moderator material or any other material relevant to the effective application of safeguards; or

   (c) use any special nuclear material produced as the result of the use of equipment or material referred to in subparagraphs (a) and (b).

2. Require the maintenance and production of operating records to assure accountability for source or special nuclear material made available, or source or special nuclear material used, recovered, or produced as a result of the use of source or special nuclear material, moderator material or any other material relevant to the effective application of safeguards, or as a result of equipment, devices and facilities made available pursuant to this Agreement.

3. Require that progress reports be prepared and delivered to the Euratom Commission with respect to projects utilizing material, equipment, devices and facilities referred to in paragraph 2 of this Annex.

4. Establish and require the deposit and storage, under continuing safeguards, in Euratom facilities of any special nuclear material referred to in paragraph 2 of this Annex which is not currently

being utilized for peaceful purposes in the Community or otherwise transferred as provided in the Agreement for Cooperation between the Government of the United States of America and the Community.

5. Establish an inspection organization which will have access at all times:

   (a) to all places and data, and

   (b) to any person who by reason of his occupation deals with materials, equipment, devices or facilities safeguarded under this Agreement,

necessary to assure accounting for source or special nuclear material subject to paragraph 2 of this Annex and to determine whether there is compliance with the guarantees of the Community. The inspection organization will also be in a position to make and will make such independent measurements as are necessary to assure compliance with the provisions of this Annex and the Agreement for Cooperation.

It is the understanding of the Parties that the above principles applicable to the establishment of the Community's inspection and control system are compatible with and are based on Article XII of the Statute of the International Atomic Energy Agency, Chapter VII of Title Two of the Treaty establishing the European Atomic Energy Community, and those adopted by the Government of the United States of America in its comprehensive Agreements for Cooperation.

ADDITIONAL AGREEMENT FOR COOPERATION

between the United States of America and the European Atomic Energy Community (Euratom) concerning peaceful uses of atomic energy [1]

WHEREAS the Government of the United States of America and the European Atomic Energy Community (Euratom), signed an Agreement for Cooperation on 8 November 1958, concerning peaceful uses of atomic energy as a basis for cooperation in programmes for the advancement of peaceful applications of atomic energy; and

WHEREAS such Agreement contemplates that from time to time the Parties may enter into further Agreements for Cooperation in the peaceful aspects of atomic energy;

WHEREAS current programmes within the Community require additional quantities of special nuclear material that are not provided for by existing Agreements for Cooperation;

WHEREAS the Government of the United States of America has indicated its readiness to supply these supplementary requirements for special nuclear materials;

The Parties have agreed as follows:

Article I

A. 1. The United States will sell or lease, as the Parties may agree, to the Community for use in an organic-moderated reactor experiment, an organic-cooled, heavy-water-moderated reactor experiment, and an experimental plant for the chemical processing or fabrication of special nuclear materials:

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[1] OJ No 31, 29.4.1961.

(a) up to a net amount of 140 kilograms of U-235 contained in uranium;

(b) up to a net amount of 30 kilograms of the isotope U-233 and 200 kilograms of the isotope U-235 contained in unseparated, irradiated, fuel elements, the transfer of such U-233 and U-235 being subject to the availability of appropriate elements.

A. 2. The net amount of each of the types of special nuclear materials specified above shall be its gross quantity, sold or leased to the Community, less the recoverable quantity thereof which has been resold or otherwise returned to the Government of the United States of America or transferred to any other nation or international organization with the approval of the Government of the United States of America. The net amount of uranium 235 transferred under this Article will be charged against the net amount of 30 000 kilograms of uranium 235 to be delivered under Article III of the Agreement for Cooperation signed on 8 November 1958 between the Parties.

B. The uranium supplied hereunder may be enriched up to ninety per cent (90%) by weight in the isotope U-235.

C. Contracts for the sale or lease of special nuclear material by the United States Commission to the Community will specify the maximum quantities to be supplied, composition of material, charges for material, delivery schedules and other necessary terms and conditions. It is understood and agreed that title to leased special nuclear material shall remain in the United States of America as Lessor of such materials, it being represented by the Community that retention of such title by the United States of America is not inconsistent with the Treaty establishing the European Atomic Energy Community. It is further understood and agreed that subject to the retention of such title by the United States of America, and not in derogation of it, the Community shall have power and authority, pursuant to the Treaty establishing the European Atomic Energy Community, over special nuclear material leased by the United States Commission to the Community while such material is in the Community, and that the Community may exercise

and enforce rights, powers and authority conferred upon the Community by the Treaty, and particularly Chapter VIII thereof, against Member States, enterprises and persons within the Community, provided, however, that such rights, powers and authority of the Community shall not be asserted against or in any way infringe upon the right, title and interest of the Government of the United States of America or of the United States Commission as Lessor of such materials.

D. It is agreed that the Community may distribute to authorized users in the Community special nuclear material which it purchases hereunder; the Community will retain, pursuant to the Treaty establishing the European Atomic Energy Community, title to any special nuclear material which is purchased from the United States Commission. Title to special nuclear materials produced in any part of fuel sold or leased hereunder to the Community shall be in the Community.

E. 1. The United States Commission agrees to accept from the Community irradiated fuel elements containing special nuclear material sold or leased to the Community by the Commission hereunder and will either process such material or will make financial and material settlements thereof, on terms and conditions to be agreed. The provision of such chemical processing services to the Community will be at the same charges as are provided by the United States Commission to its domestic licencees at the time of delivery of such material to the United States Commission.

E. 2. At such time as the United States Commission determines that chemical processing services for fuels from the Community are commercially available, it may, upon no less than twelve months' notice to the Community discontinue furnishing such services.

F. With respect to any special nuclear material produced in any part of fuel sold or leased hereunder which is in excess of the need of the

Community for such material for the peaceful uses of atomic energy, the International Atomic Energy Agency is granted the right of first option to purchase such material at the United States announced fuel value price in effect at the time of purchase.

However, if the Agency's option is not exercised within a reasonable period of time, the United States shall have and is hereby granted an option to purchase such material at the United States announced fuel value price in effect at the time of purchase.

G. With respect to special nuclear materials produced in any part of fuel sold or leased hereunder which is sent to the United States for reprocessing or other treatment, the United States shall acquire title without compensation and shall after such reprocessing or treatment return equal quantities of materials to the Community, less process losses, at which time title to such materials shall be reinvested in the Community without compensation, unless the Government of the United States of America exercises the option provided for in Paragraph F of this Article.

H. 1. Some atomic energy materials which the Community may request the Commission to provide in accordance with the Agreement are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Community, the Community shall bear all responsibility, in so far as the Government of the United States of America is concerned for the safe handling and use of such materials. With respect to any special nuclear materials which the United States Commission may, pursuant to this Agreement, lease to the Community, the Community shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production, fabrication, ownership, lease, possession and use of such special nuclear materials after delivery by the Commission to the Community.

H. 2. The Parties recognize that certain nuclear liability which could arise out of the implementation of this Agreement is expected to be

covered by the proposed Organization for European Economic Co-operation Convention on Liability in the Nuclear Field and a proposed supplementary Convention, to which the Member States of the Community would be Parties, as well as by corresponding legislation existing in the Member States.

Article II

Materials of interest in connection with defined research uses other than those concerned with the fuelling of reactors and reactor experiments, including source materials, special nuclear materials, by-product materials, other radioisotopes, and stable isotopes, will be sold or otherwise transferred in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially.

Article III

A. Subject to the provisions of this Agreement, the availability of personnel and material, and the applicable laws, regulations, and licence requirements in force in the United States and in the Member States of the Community, the Parties shall assist each other in the achievement of the use of atomic energy for peaceful purposes.

B. Unclassified information will be exchanged between the Parties with respect to the application of atomic energy to peaceful uses.

C. Restricted data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred, and no services shall be furnished, under this Agreement, if the transfer of any such material or equipment and devices or the furnishing of any such service involves the communication of restricted data.

D. The communication of information received from any third party under terms preventing such communication shall be excluded from the scope of this Agreement.

Article IV

The Government of the United States of America and the Community reaffirm their common interest in fostering the peaceful applications of atomic energy through the International Atomic Energy Agency and intend that the results of the cooperation envisaged by this Agreement will benefit the Agency and the nations participating in it.

Article V

The provisions of Articles IV, V, VI (D), XI, XII, XV and Annex B of the Agreement for Cooperation between the Government of the United States of America and the European Atomic Energy Community signed at Brussels on 8 November 1958 also shall apply to this Agreement and are hereby incorporated in this Agreement by reference with the same force and effect as if set forth herein verbatim.

Article VI

A. This Agreement shall enter into force on the first day on which each Party shall have received from the other Party written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement and shall remain in force for a period of ten (10) years.

B. The Parties agree that their undertakings under this Agreement are subject to appropriate statutory steps, including authorization by competent bodies of the Government of the United States of America and the Community, and the provisions of applicable laws, regulations and licence requirements in effect in the United States, in the Community and within the Member States.

In witness whereof, the undersigned representatives duly authorized have signed this Agreement.

Done at Washington and New York, this eleventh day of June 1960, in duplicate.

For the European Atomic Energy Community (Euratom):

Heinz L. KREKELER
SASSEN

For the Government of the United States of America:

Foy D. KOHLER
John A. McCONE

Exchange of letters concerning the authenticity of the five versions of the Additional Agreement

Brussels, 29 November 1960

Your Excellency,

I have the honour to transmit herewith translations of the text of the Additional Agreement in the French, German, Italian and Dutch languages. These translations, which have been mutually established by experts of Euratom and the United States Government, are transmitted with the Commission's understanding that the translations enclosed shall be regarded by the parties to the Agreement of 11 June 1960, as being of equal authenticity with the signed English text.

I have the honour to request the concurrence of the United States Government in this understanding.

Yours sincerely,

É. HIRSCH

His Excellency

Ambassador W. Walton Butterworth
United States Mission to the
European Communities

13, rue de la Loi
Brussels

Brussels, 17 January 1961

Excellency,

I have the honour to refer to your note of 29 November 1960, which transmitted translations in the French, German, Italian and Dutch languages of the text of the Additional Agreement for Cooperation between the United States of America and the European Atomic Energy Community (Euratom) concerning peaceful uses of atomic energy. These translations were mutually established by experts of Euratom and the United States Government.

I have now been advised by my Government that they have compared the French, German, Italian and Dutch translations with the signed English text and that these translations are considered by the United States Government to be of equal authenticity.

Accept, Excellency, the renewed assurances of my highest consideration.

W. Walton BUTTERWORTH

His Excellency

Étienne Hirsch
The President of the Commission
of the European Atomic Energy Community

51-53, rue Belliard
Bruxelles

AMENDMENT TO THE AGREEMENT FOR COOPERATION

of 8 November 1958 between the European Atomic Energy Community (Euratom) and the Government of the United States of America (1)

WHEREAS the European Atomic Energy Community (Euratom) and the Government of the United States of America signed an Agreement for Cooperation on November 8, 1958 (hereinafter referred to as the 'Agreement for Cooperation') as a basis for cooperation in programmes for the advancement of peaceful applications of atomic energy;

WHEREAS the Agreement for Cooperation provides for the sale of special nuclear materials to the Community;

WHEREAS the Government of the United States of America was prepared at the outset to make special nuclear materials available not only on the basis of sale but on a lease basis and would be willing to consider appropriate modifications to the said Agreement should the Community's policy permit;

WHEREAS the Euratom Cooperation Act of 1958 authorizes in Section 5 thereof sale or lease of special nuclear material to the Community;

WHEREAS the Community has informed the Government of the United States of America that it may desire to acquire special nuclear materials on a lease basis;

WHEREAS the Parties have agreed to provide for the lease of special nuclear materials to the Community,

The Parties agree to amend the Agreement for Cooperation as follows:

1. Article III of the Agreement for Cooperation is amended to read as follows:

A. The United States Commission will either sell or lease, as the Euratom Commission may request, to the Community uranium

(1) OJ No 72, 8.8.1962.

enriched in the isotope U-235 for use in projects designated by the Parties pursuant to the joint programme up to a net amount of thirty thousand (30 000) kilograms of contained U-235 in uranium provided that lease of such enriched uranium for research and development purposes shall be subject to the mutual agreement of the Parties. This net amount shall be the gross quantity of contained U-235 in uranium sold or leased to the Community less the quantity of contained U-235 in recoverable uranium which has been resold or otherwise returned to the Government of the United States of America or transferred to any other nation or group of nations with the approval of the Government of the United States of America. The United States Commission will also from time to time sell or lease to the Community such quantities of special nuclear material, in addition to the quantities of enriched uranium set forth above, as may be agreed.

Any lease by the United States Commission of special nuclear material hereunder may upon request of the Euratom Commission be converted to a sale of such materials if such sale is, at the time the request is made, consistent with the applicable laws in the United States and the policy of the United States Commission with respect to the distribution of special nuclear materials outside the United States, it being understood that any such sale will not be on a deferred payment basis unless otherwise agreed.

In the event that the licensee of any power reactor brought into operation in the United States prior to 31 December 1963, is required by the United States Commission to purchase uranium enriched in the isotope U-235 to fuel such power reactor, the United States Commission will thereupon have the right to convert any lease arrangement made hereunder to a sale arrangement, provided however, that:

(1) Euratom will be given advance notice of such change to the same extent as United States lessees;

(2) such sales may be on a deferred payment basis, provided however, that payments on principal must be completed:

(a) for reactors to be brought into operation by 31 December 1963, within twenty years after the reactor for which such material is provided is brought into operation or by 31 December 1983, whichever occurs earlier;

(b) for reactors to be brought into operation by 31 December 1965, within twenty years after the reactor for which such material is provided is brought into operation or by 31 December 1985, whichever occurs earlier,

and will consist of ten consecutive equal annual instalments or such lesser number as there are years remaining for payment, and

(3) the Parties will consult on ways to minimize the impact of such conversion.

The uranium supplied hereunder for use in reactors designed for production of electric power may be enriched up to twenty per cent (20%) by weight in the isotope U-235. The United States Commission, however, may, upon request and in its discretion, make a portion of the foregoing enriched uranium available as material enriched up to ninety per cent (90%) for use in materials testing reactors and research reactors, each capable of operating with a fuel load not to exceed eight (8) kilograms of contained U-235 in uranium and as highly enriched material for use for research purposes.

B. Contracts for the sale of special nuclear materials will be concluded between the Euratom Supply Agency and the United States Commission and will specify the maximum quantities to be supplied, composition of material, charges for material, delivery schedules and other necessary terms and conditions. Such contracts for the sale of enriched uranium for fuelling power reactors under the joint programme may also provide, under terms and conditions to be agreed, that payment for such enriched uranium may be made on a

deferred basis. Such terms and conditions will include an obligation that the Community return to the United States Commission enriched uranium to the extent that there is default in payment. The Community will grant no rights to third parties that may be inconsistent with such obligation.

C. Contracts for lease of special nuclear material by the United States Commission to the Community will be concluded between the Euratom Supply Agency and the United States Commission and will specify the maximum quantities to be supplied, composition of material, charges for material, delivery schedules and other necessary terms and conditions. It is understood and agreed that title to leased special nuclear material shall remain in the United States of America, as lessor of such material, it being represented by Euratom that retention of such title by the United States of America is not inconsistent with the Treaty establishing the European Atomic Energy Community. It is further understood and agreed that subject to the retention of such title by the United States of America, and not in derogation of it, the Community shall have power and authority, pursuant to the Treaty establishing the European Atomic Energy Community, over special nuclear material leased by the United States Commission to the Community while such material is within the Community, and that the Community may exercise and enforce rights, powers and authority conferred upon the Community by the Treaty, and particularly Chapter VIII thereof, against Member States, enterprises and persons within the Community, provided, however, that such rights, powers and authority of the Community shall not be asserted against or in any way infringe upon the right, title and interest of the Government of the United States of America or of the United States Commission as lessor of such materials.

D. It is agreed that the Community may distribute special nuclear materials to authorized users in the Community; the Community will retain, pursuant to the Treaty establishing the European Atomic Energy Community, title to any special nuclear material which is

purchased from the United States Commission. Title to special nuclear material produced in any part of fuel sold or leased hereunder shall be in the Community.

E. The United States Commission is prepared to perform while such services are available from the Commission to its licensees in the United States, and on terms and conditions to be agreed, chemical reprocessing services with respect to any source or special nuclear material purchased by the Community from the United States under this programme. When any source or special nuclear material leased under this programme from the United States requires reprocessing, such reprocessing shall be performed at the discretion of the United States Commission either by the United States Commission or in other facilities acceptable to it on terms and conditions to be agreed. It is further agreed that any reprocessing by the United States Commission under this Agreement will be performed at established United States domestic prices in effect upon delivery of such material. It is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel elements shall not be altered after their removal from reactors and prior to delivery to the United States Commisssion or other facilities. Special nuclear material recoverable from material returned to the United States Commission for reprocessing will be returned to the Community unless otherwise agreed. It is anticipated that any withdrawal by the United States Commisssion of chemical reprocessing services will be based upon the availability of commercial facilities to meet requirements for such services at reasonable prices, including the requirements of projects in the joint programme. The United States Commission will give written notice to the Community of non-availability of its chemical reprocessing services twelve (12) months prior to such non-availability.

F. With respect to any special nuclear material produced in reactors fuelled with material obtained from the United States under this

Agreement which is in excess of the need within the Community for such material for the peaceful uses of atomic energy, the International Atomic Energy Agency is granted the right of first option to purchase such material at the announced fuel value price in effect in the United States at the time of purchase. In the event this option is not exercised by the International Atomic Energy Agency, the Government of the United States of America is prepared to purchase such material at the United States announced fuel value price in effect at the time of purchase. However, with respect to plutonium produced in any reactor constructed under the joint programme, no purchase commitment shall extend for a period beyond ten (10) years of operation of such reactor, or 31 December 1973 (or 31 December 1975 for not more than two reactors selected under Article I (A)), whichever is earlier. Extension of such period will be the subject of negotiation on the request of either Party.

2. Article VII of the Agreement for Cooperation is amended as follows:

(a) The words 'for all purposes' which appear at the end of paragraphs A(1), A(2), A(3)(a), and A(3)(b), respectively, are deleted and the words 'for use in the production or utilization of special nuclear material or atomic energy' are in each case substituted in lieu thereof.

(b) The words 'covering use' which appear in two places in paragraph C are deleted and the words 'for use in the production or utilization of special nuclear material or atomic energy' are substituted in lieu thereof.

3. Article XIV *bis* is added to the Agreement for Cooperation to read as follows:

A. Euratom shall indemnify and save harmless the Government of the United States of America against any damages or third party liability arising out of or resulting from the joint programme except those arising from arrangements made by the United States Commission under a research and development programme authorized in Section 3 of the Euratom Cooperation Act of 1958, as amended,

provided, however, that nothing in this paragraph shall deprive Euratom or any other person of any rights under Section 170 of the Atomic Energy Act of 1954 as amended.

B. The Parties recognize that certain nuclear liability which could arise out of the implementation of the cooperative programme established by this Agreement is expected to be covered by the Paris Convention of 29 July 1960, on third party liability in the field of nuclear energy and a proposed supplementary Convention to which the Member States of the Community would be parties, as well as by corresponding legislation existing in the Member States.

4. A new section (e) is added to Article XV to read as follows:

(e) 'Euratom Supply Agency' means the Agency established pursuant to Chapter VI of the Treaty establishing the European Atomic Energy Community.

5. Article XVI(B) of the Agreement for Cooperation is amended as follows:

The words 'for a period of twenty-five (25) years' are deleted and the words 'until 31 December 1985' are substituted in lieu thereof,

6. This Amendment, which shall be regarded as an integral part of the Agreement for Cooperation, shall enter into force on the day on which each Party shall have received from the other Party written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Amendment.

In witness whereof, the undersigned representatives duly authorized thereto have signed this Amendment.

Done at Brussels and Washington on 21 May and 22 May 1962, in duplicate, in the English, French, German, Italian and Dutch languages, each language being equally authentic.

For the European Atomic Energy Community (Euratom):

H. L. KREKELER
E. M. J. A. SASSEN

For the Government of the United States of America:

W. Walton BUTTERWORTH
Glenn T. SEABORG

AMENDMENT TO THE ADDITIONAL AGREEMENT FOR COOPERATION

of 11 June 1960 between the European Atomic Energy Community (Euratom) and the Government of the United States of America [1]

WHEREAS the European Atomic Energy Community (Euratom) and the Government of the United States of America signed an Agreement for Cooperation on 8 November 1958, concerning peaceful uses of atomic energy, as a basis for cooperation in programmes for the advancement of peaceful applications of atomic energy;

WHEREAS such Agreement contemplates that from time to time the Parties may enter into further agreements for cooperation in the peaceful aspects of atomic energy;

WHEREAS said Parties signed an additional agreement (hereinafter referred to as the 'Additional Agreement') on 11 June 1960, to provide for further cooperation;

WHEREAS additional programmes within the Community require quantities of special nuclear material that are not provided for by existing Agreements for Cooperation;

WHEREAS the Government of the United States of America has indicated its readiness to supply these supplementary requirements for special nuclear materials;

The Parties agree to amend the Additional Agreement as follows:

1. Paragraphs A, B, C, D and E of Article 1 are amended to read as follows:

A. 1. The United States will sell or lease, as the Parties may agree, to the Community for use in:

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(1) OJ No 72, 8.8.1962.

(a) defined research applications in the Community, including experimental plants for the chemical processing or fabrication of special nuclear materials, and research and materials testing reactors and

(b) defined power (including propulsion) applications in the Community, including experimental and demonstration projects

up to a net amount of uranium 235 contained in uranium which when added to the net amount of uranium 235 required for the execution of the joint programme as established by the Agreement for Co-operation signed on 8 November 1958, between the Parties will not exceed 30 000 kilograms of uranium 235. The net amount of uranium 235 supplied hereunder will be charged against the net amount to be delivered under said Agreement of 8 November 1958.

2. Up to a net amount of 3 000 kilograms of uranium 235 will be made available for use in defined projects pursuant to paragraph A (1)(a) of this Article. Additional quantities of uranium 235 for the same purposes may be made available in excess of the quantity of 3 000 kilograms as may be agreed.

3. The supply of uranium 235 for defined power applications pursuant to paragraph A (1)(b) will take place pursuant to specific contracts entered into within five years of the effective date of this Agreement. After that period quantities of uranium 235 not already sold or leased for power applications may be allocated by mutual agreement to uses in the Community within the scope of this Agreement or will cease to be available for the Community unless otherwise agreed.

4. The net amount of special nuclear material shall be its gross quantity, sold or leased to the Community, less the recoverable quantity thereof which has been resold or otherwise returned to the

Government of the United States of America or transferred to any other nation or group of nations with the approval of the Government of the United States of America.

B. The uranium supplied hereunder may contain up to twenty per cent (20%) by weight of the isotope U-235. The United States Commission, however, may, upon request, make available a portion of the enriched uranium supplied hereunder as material containing more than twenty per cent (20%) by weight of the isotope U-235 when there is a technical or economic justification for such a transfer.

C. Contracts for the sale or lease of special nuclear material will be concluded between the Euratom Supply Agency (the Agency established pursuant to Chapter VI of the Treaty establishing the European Atomic Energy Community) and the United States Commission and will specify the maximum quantities to be supplied, composition of material, charges for material, delivery schedules and other necessary terms and conditions. It is understood and agreed that title to leased special nuclear material shall remain in the United States of America as lessor of such materials, it being represented by the Community that retention of such title by the United States of America is not inconsistent with the Treaty establishing the European Atomic Energy Community. It is further understood and agreed that subject to the retention of such title by the United States of America, and not in derogation of it, the Community shall have power and authority, pursuant to the Treaty establishing the European Atomic Energy Community, over special nuclear material leased by the United States Commission to the Community while such material is within the Community, and that the Community may exercise and enforce rights, powers, and authority conferred upon the Community by the Treaty and particularly Chapter VIII thereof, against Member States, enterprises and persons within the Community provided, however, that such rights, powers, and authority of the

Community shall not be asserted against or in any way infringe upon the right, title and interest of the Government of the United States of America or of the United States Commission as lessor of such materials.

D. It is agreed that the Community may distribute special nuclear material to authorized users in the Community; the Community will retain, pursuant to the Treaty establishing the European Atomic Energy Community, title to any special nuclear material which is purchased from the United States Commission. Title to special nuclear materials produced in any part of fuel sold or leased hereunder to the Community shall be in the Community.

E. 1. The United States Commission agrees to accept from the Community irradiated fuel elements containing special nuclear material sold or leased to the Community by the Commission hereunder and will either process such material or will make settlements therefor, on terms and conditions to be agreed. Processing charges for material so accepted, whether processed or accepted for settlement, shall be calculated on the same basis as processing charges for domestic licensees at the time of delivery of such material to the United States Commission.

2. At such time as the United States Commission determines that chemical processing services for fuels from the Community are commercially available, it may, upon no less than twelve months' notice to the Community, discontinue furnishing such services.

2. A new Article I *bis* is added to read as follows:

'*Article I bis*

In addition to transfers for the purposes provided under Article I, the United States may transfer to the Community, under such terms and conditions as may be agreed by the Parties and within the limit of

the amount authorized for transfer to the Community under said Article I, an amount of uranium enriched in the isotope U-235 for performance in the Community of conversion, or fabrication services, or both, and subsequent transfer to a nation or group of nations with which the Government of the United States has an agreement for cooperation within the scope of which the subsequent transfer falls. In addition, within the limits of the amount of special nuclear material authorized for transfer to the Community, irradiated special nuclear material may be transferred to the Community under terms and conditions to be agreed by the Parties for chemical reprocessing and subsequent transfer, as specified above, or retention by the Community. It is understood that the net amount concept as described in paragraph A(4) of Article I shall also apply to such transfers for conversion, fabrication and reprocessing services.'

3. Article II is amended to read as follows:

'*Article II*

Materials of interest in connection with defined research applications (other than uranium enriched in the isotope U-235 and other special nuclear materials to be used in the fuelling of reactors and reactor experiments), including up to a net amount of 30 kilograms of the isotope U-233 contained in unseparated, irradiated fuel elements (the transfer of such U-233 being subject to the availability of appropriate elements) together with such additional amounts of U-233 and plutonium as may be agreed and authorized, source material, by-product material, other radioisotopes and stable isotopes, will be sold or otherwise transferred in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially.

The United States Commission will also from time to time sell or lease to the Community for additional applications other than those

set forth above such net amounts of U-233 and plutonium (as such net amounts concept is described in paragraph A(4) of Article I) as may be agreed and authorized.'

4. Article VI(A) is amended as follows:

the words 'for a period of ten (10) years' are deleted and the words 'until 31 December 1985' are substituted in lieu thereof.

5. This Amendment, which shall be regarded as an integral part of the Additional Agreement, shall enter into force on the day on which each Party shall have received from the other Party written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Amendment.

In witness whereof, the undersigned representatives duly authorized thereto have signed this Amendment.

Done at Brussels and Washington on 21 May and 22 May 1962 in duplicate, in the English, French, German, Italian and Dutch languages, each language being equally authentic.

For the European Atomic Energy Community (Euratom):

E. M. J. A. SASSEN
H. L. KREKELER

For the Government of the United States of America:

W. Walton BUTTERWORTH
Glenn T. SEABORG

Exchange of letters concerning the entry into force of the amendments to the United States/Euratom Agreements

Brussels, 9 July 1962

His Excellency
Pierre Chatenet,
President of the Commission of the
European Atomic Energy Community,
Brussels

Excellency:

I have the honour to refer to the amendment to the Agreement for Cooperation of 8 November 1958 between the Government of the United States of America and the European Atomic Energy Community (Euratom) and to the amendment to the Additional Agreement for Cooperation of 11 June 1960 between the United States of America and the European Atomic Energy Community (Euratom), signed on 21 and 22 May 1962.

I am pleased to inform you that the United States has now complied with all statutory and constitutional requirements for the entry into force of such amendments.

Accept, Excellency, the assurance of my highest consideration.

W. Walton BUTTERWORTH

His Excellency
W. Walton Butterworth
Ambassador
Head of the United States Mission
to the European Communities
Brussels

Excellency,

I have the honour to refer to your note of today's date in which you inform me that all statutory and constitutional requirements of the United States for the entry into force of the amendment to the Agreement for Cooperation of 8 November 1958, between the Government of the United States of America and the European Atomic Energy Community (Euratom) and of the amendment to the Additional Agreement for Cooperation of 11 June 1960, between the Government of the United States of America and the European Atomic Energy Community (Euratom), signed on 21 and 22 May 1962, have been complied with.

I am pleased to notify you that all statutory and constitutional requirements of the European Atomic Energy Community (Euratom) have been complied with and that, consequently, in accordance with Section 6 of the amendment to the Agreement for Cooperation of 8 November 1958, and with Section 5 of the amendment to the Additional Agreement for Cooperation of 11 June 1960, these amendments shall enter into force on today's date.

Accept, Excellency, the assurance of my highest consideration.

Pierre CHATENET

AMENDMENT TO THE ADDITIONAL AGREEMENT FOR COOPERATION

of 11 June 1960, as amended between the United States of America and the European Atomic Energy Community (Euratom) [1]
(64/50/Euratom)

WHEREAS the Government of the United States of America and the European Atomic Energy Community (Euratom) signed an Agreement for Cooperation on 8 November 1958, concerning peaceful uses of atomic energy, as a basis for cooperation in programmes for the advancement of peaceful applications of atomic energy;

WHEREAS such Agreement contemplates that from time to time the Parties may enter into further agreements for cooperation in the peaceful aspects of atomic energy;

WHEREAS said Parties signed an additional agreement, hereinafter referred to as the Additional Agreement, on 11 June 1960[2], to provide for further cooperation, which was amended by the Agreement signed on 21 and 22 May 1962 [3] to provide supplementary requirements for special nuclear materials;

WHEREAS programmes within the Community require additional quantities of uranium 235 that are not provided for by existing Agreements for Cooperation; and

WHEREAS the Government of the United States of America has indicated its readiness to supply supplementary quantities of uranium 235,

The Parties agree to amend the Additional Agreement as follows:

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[1] OJ No 163, 21.10.1964.
[2] OJ No 31, 29.4.1961.
[3] OJ No 72, 8.8.1962.

1. Paragraph A. of Article I is amended to read as follows:

A.1. The United States will sell or lease, as the Parties may agree, to the Community for use in:

(a) defined research applications in the Community, including experimental plants for the chemical processing or fabrication of special nuclear materials, and research and materials testing reactors, and

(b) defined power (including propulsion) applications in the Community, including experimental and demonstration projects

up to a net amount of uranium 235 contained in uranium which when added to the net amount of uranium 235 required for the execution of the joint programme as established by the Agreement for Cooperation signed on 8 November 1958, between the Parties will not exceed 30 000 kilograms of uranium 235. Additional quantities of uranium 235 for the same purposes will be made available as may be authorized pursuant to United States law and agreed by the Parties.

2. Up to a net amount of 3 000 kilograms of uranium 235 will be made available for use in defined projects pursuant to paragraph A(1)(a) of this Article. Additional quantities of uranium 235 for the same purposes may be made available in excess of the quantity of 3 000 kilograms as may be agreed.

3. The supply of uranium 235 for defined power applications pursuant to paragraph A(1)(b) will take place pursuant to specific contracts entered into within five years of the date each particular amount is agreed upon pursuant to Paragraph A(1). Any such amount of uranium 235 not already sold or leased within that period for power applications may be allocated by mutual agreement to uses in the Community within the scope of this Agreement or will cease to be available for the Community unless otherwise agreed.

4. The net amount of special nuclear material shall be its gross quantity, sold or leased to the Community, less the recoverable quantity thereof which has been resold or otherwise returned to the Government of the United States of America or transferred to any other nation or group of nations with the approval of the Government of the United States of America.

2. Paragraph A of Article VI is amended to read as follows:

A. This Agreement shall enter into force on the first day on which each Party shall have received from the other Party written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement and shall remain in force until 31 December 1995.

3. This Amendment, which shall be regarded as an integral part of the Additional Agreement, shall enter into force on the day on which each Party shall have received from the other Party written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Amendment.

In witness whereof, the undersigned representatives duly authorized thereto have signed this Amendment.

Done at Brussels and Washington this twenty-second and twenty-seventh day of August 1963, in duplicate in the English, French, German, Italian and Dutch languages, each language being equally authentic.

For the Government of the United States of America:

Russell FESSENDEN
Glenn T. SEABORG

For the European Atomic Energy Community (Euratom):

Heinz L. KREKELER

AMENDMENT TO THE ADDITIONAL AGREEMENT FOR COOPERATION

of 11 June 1960 between the European Atomic Energy Community (Euratom) and the Government of the United States of America [1]

(74/254/Euratom)

PREAMBLE

WHEREAS the European Atomic Energy Community (Euratom) and the Government of the United States of America signed an Agreement for Cooperation on 8 November 1958 (hereinafter referred to as the 'Joint Programme Agreement') which was amended by the Agreement signed on 21 and 22 May 1962;

WHEREAS the Parties signed an Additional Agreement on 11 June 1960 (hereinafter referred to as the 'Additional Agreement'), to provide for further cooperation, which was amended by the Agreements signed on 21 and 22 May 1962, and 22 and 27 August 1963, to provide supplementary requirements for special nuclear material;

WHEREAS the Parties wish to bring up to date the provisions of the Additional Agreement concerning transfers of special nuclear material, as well as the performance of services with respect to special nuclear material;

The Parties agree to amend the Additional Agreement as follows:

Article I

Article I of the Additional Agreement, as amended, is amended to read as follows:

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[1] OJ No L 139, 22.5.1974.

'A. Subject to the availability of capacity in United States Commission facilities for uranium enrichment and within such quantities as may be authorized for transfer, contracts with Euratom, or with authorized persons within the Community, may be entered into by the United States Commission as herein set forth for the production or enrichment of uranium enriched in the isotope U-235 for use as fuel in power applications undertaken within the Community. It is understood by the Parties that, at such times as Euratom, or such authorized persons, have requirements for such services and are prepared to execute firm contracts under the United States Commission's standard terms which set forth the agreed delivery schedules and other conditions for supply of such services, Euratom, or such authorized persons, will have access on an equitable basis with other purchasers of such services to uranium enrichment capacity then available to the United States Commission and not already allocated, or to other means of supply in accordance with existing United States Commission policy. Contracts for supply of such services will be negotiated and executed on a timely basis.

B. Additionally, upon request by Euratom or authorized persons within the Community, the United States Commission may, at its option and under such terms and conditions as may be agreed, sell uranium enriched in the isotope U-235 in such amounts as are within quantities authorized for transfer for use as fuel in power applications undertaken within the Community.

C. Under such terms and conditions as may be agreed and within such quantities as may be authorized for transfer, the United States Commission may transfer (including, *inter alia*, supply through enrichment services contracts) to Euratom or authorized persons within the Community uranium enriched in the isotope U-235 for use in research applications, including, *inter alia*, fuel for research, materials testing, and experimental reactors and reactor experiments. The principle of equitable treatment among its foreign customers will govern the United States Commission in its decisions on the

situations under which such uranium will be supplied and on the type of transfer to be employed.

D. Special nuclear material may also be transferred (including, *inter alia*, supply through enrichment services contracts) to either Party, or to persons authorized by it to receive such material, under such terms and conditions as may be agreed and within such quantities as may be authorized for transfer, for the performance within the territory of the receiving Party of conversion of fabrication services, or both, and for subsequent return to the territory of the Party from which it was transferred, or for subsequent transfer to any other nation or group of nations pursuant, in case of the performance of the conversion or fabrication services within the Community, to Article XI of the Joint Programme Agreement.

E. Irradiated special nuclear material of United States origin may be transferred to Euratom, or to authorized persons within the Community, under such terms and conditions as the Parties may agree and within such quantities as may be authorized for transfer, for chemical reprocessing and subsequent retention within the Community for applications within the scope of this Agreement, or subsequent transfer to a nation outside the Community or another group of nations pursuant to Article XI of the Joint Programme Agreement.

F. Special nuclear material other than uranium enriched in the isotope U-235 may be transferred to Euratom, or to authorized persons within the Community, for use as fuel in reactors and reactor experiments and for other peaceful applications, provided that the net amount of material so transferred by the United States Commission shall not exceed such quantities as may be authorized for transfer, and that the terms and conditions of each such transfer shall be agreed upon in advance.'

Article II

Article I *bis* of the Additional Agreement is amended to read as follows:

'A. The enriched uranium supplied under this Agreement may contain up to twenty per cent (20%) in the isotope U-235. A portion of the uranium enriched in the isotope U-235 so supplied may be made available as material containing more than twenty per cent (20%) in the isotope U-235 when the use of such material is technically or economically justified.

B. Subject to the provisions of Article II *bis*, the quantity of uranium enriched in the isotope U-235 transferred under Article I or Article II to the Community or to authorized persons within the Community for purposes authorized in this Agreement may include such amounts as are mutually agreed are necessary for the accomplishment of such purposes, including the fuelling of reactors or reactor experiments within the Community and their efficient and continuous operation.

C. Special nuclear material produced as a result of irradiation processes in any part of the fuel that may be leased by the United States Commission under this Agreement shall be for the account of the lessee and, after reprocessing, title to such produced material shall be in the lessee unless the United States Commission and the lessee otherwise agree.

D. Special nuclear material produced through the use of material transferred to the Community or to authorized persons within the Community pursuant to this Agreement may be transferred to any nation outside the Community or any other group of nations, provided that such nation or group of nations has an appropriate agreement for cooperation with the Government of the United States of America or guarantees the use of such material for peaceful purposes under safeguards acceptable to the Parties.

E. 1. Special nuclear material of non-United States origin which is exported from the Community to the United States of America shall not, if re-exported from the United States of America to the Community, be charged against the quantity authorized for transfer to the Community and, if not improved while in the United States of

America, shall be exempt from the safeguards required pursuant to this Agreement.

2. The material shall be deemed to be improved and therefore subject to the safeguards required pursuant to this Agreement when:

(a) the concentration of fissionable isotopes in it has been increased,

(b) the amount of chemically separable fissionable isotopes in it has been increased, or

(c) its chemical or physical form has been changed so as to facilitate further use or processing.

F. Some atomic energy materials which may be provided in accordance with this Agreement are harmful to persons and property unless handled and used carefully. After delivery of such materials, the Community shall bear all responsibility, in so far as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any special nuclear material which the United States Commission may, pursuant to this Agreement, lease to the Community, or to authorized persons within the Community, the Community shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production, fabrication, ownership, lease, possession and use of such special nuclear material after delivery by the United States Commission.'

Article III

Article II of the Additional Agreement, as amended, is amended to read as follows:

'A. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of special nuclear material and for the performance of services with respect thereto for the uses specified in Article I and subject to the relevant provisions of Article I *bis* and to the provisions of Article II *bis*.

B. The Parties agree that the activities referred to in paragraph A of this Article shall be subject to the limitations in Article III and, on a non-discriminatory basis, to the export policies of the Community and the Government of the United States of America with regard to transactions involving the authorized persons referred to in Paragraph A of this Article.'

Article IV

A new Article II *bis* is added to read as follows:

Article II bis

'A. The total quantity of U-235 in enriched uranium transferred by the Government of the United States of America or persons authorized by it under Articles I and II of this Agreement shall not exceed the quantity authorized for transfer by the United States Commission pursuant to United States law.

B. The net amounts of special nuclear material other than U-235 in enriched uranium which may be transferred by the United States Commission under Article I, paragraph F of this Agreement shall not exceed the quantities authorized for transfer by United States law. The net amounts of such material shall be the gross quantity of each such special nuclear material transferred less the quantity thereof which has been returned to the United States of America or transferred to any other nation or group of nations pursuant to Article XI of the Joint Programme Agreement.'

Article V

The definition of 'person' in paragraph (a) of Article XV of the Joint Programme Agreement, incorporated by reference in Article V of the Additional Agreement, is changed to read as follows:

' "Person" means any individual, enterprise, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency, government corporation, or national,

regional or local government, but does not include the Parties to this Agreement.'

Article VI

Paragraph B of Article VI of the Additional Agreement, as amended, is amended to read as follows:

'B. The Parties agree that their undertakings under this Agreement are subject to appropriate statutory steps, including authorization by competent bodies of the Community and the Government of the United States of America, and the provisions of applicable laws, treaties, regulations and licence requirements in effect in the Community, in the United States and within the Member States.'

Article VII

This Amendment shall enter into force on the date on which each Party shall have received from the other Party written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Amendment and shall remain in force for the period of the Additional Agreement, as amended.

In witness whereof, the undersigned, duly authorized, have signed this Amendment.

Done at Washington, in duplicate, this twentieth day of September 1972.

For the Government of the United States of America:

Walter J. STOESSEL Jr.
James R. SCHLESINGER

For the European Atomic Energy Community (Euratom):

A. M. MAZIO

Contracting Parties	Date of signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force	Duration

— the AGREEMENT between the European Atomic Energy Community (Euratom) and the Government of the United States of America (1)

EAEC UNITED STATES	29.5.1958 and 19.6.1958	n. 27.8.1958	27.8.1958	indefinite

— the AGREEMENT for Cooperation between the Government of the United States of America and the European Atomic Energy Community (Euratom) concerning peaceful uses of atomic energy (1)

EAEC UNITED STATES	8.11.1958	n. 18.2.1959	18.2.1959	until 31.12.1985 (2)

— the ADDITIONAL AGREEMENT for Cooperation between the United States of America and the European Atomic Energy Community (Euratom) concerning peaceful uses of atomic energy (3)

EAEC UNITED STATES	11.6.1960	n. 25.7.1960	25.7.1960	until 31.12.1995 (4)

— the AMENDMENT to the AGREEMENT for Cooperation of 8 November 1958 between the European Atomic Energy Community (Euratom) and the Government of the United States of America (5)

EAEC UNITED STATES	21 and 22.5.1962	n. 9.7.1962	9.7.1962	until 31.12.1985

— the AMENDMENT to the ADDITIONAL AGREEMENT for Cooperation of 11 June 1960 between the European Atomic Energy Community (Euratom) and the Government of the United States of America [5]

EAEC UNITED STATES	21 and 22.5.1962	n. 9.7.1962	9.7.1962	until 31.12.1995 [4]

— the AMENDMENT to the ADDITIONAL AGREEMENT for Cooperation of 11 June 1960 as amended between the United States of America and the European Atomic Energy Community (Euratom) [6]

EAEC UNITED STATES	22 and 27.8.1963	n. 15.10.1963	15.10.1963	until 31.12.1995

— the AMENDMENT to the ADDITIONAL AGREEMENT for Cooperation of 11 June 1960 between the European Atomic Energy Community (Euratom) and the Government of the United States of America [7]

EAEC UNITED STATES	20.9.1972	n. 28.2.1973	28.2.1973	31.12.1995

[1] OJ No 17, 19.3.1959.
[2] OJ No 72, 8.8.1962. Initially planned duration: 25 years.
[3] OJ No 31, 29.4.1961.
[4] OJ No 163, 21.10.1964. Initially planned duration: 10 years.
[5] OJ No 72, 8.8.1962.
[6] OJ No 163, 21.10.1964.
[7] OJ No L 139, 22.5.1974.

Agreement
between the EAEC and the United States of Brazil

AGREEMENT

between the European Atomic Energy Community (Euratom) and the Government of the United States of Brazil for cooperation concerning the peaceful uses of atomic energy[1]

(69/95/Euratom)

—Agreement signed in the four languages of the Community and in Portuguese.

—Date of the Decision to conclude the Agreement: Euratom Council, 20 and 21 May 1961.

—Date of signature of the Agreement: 9 June 1961.

—Date of ratification of the Agreement by the Parties:
—Euratom: 9 June 1961.
—Brazil: Brazilian legislative decree No 42 of 21 May 1965, published in the Official Journal of Brazil, 24 May 1965.

—Date of entry into force of the Agreement: 24 June 1965.

THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM),

acting through its Commission (hereinafter called the 'Euratom Commission');

THE GOVERNMENT OF THE UNITED STATES OF BRAZIL,

acting through the 'Comissao nacional de energia nuclear' (hereinafter called the 'National Commission');

Considering that by the Treaty signed at Rome on 25 March 1957 the Kingdom of Belgium, the Federal Republic of Germany, the French

(1) OJ No L 79, 31.3.1969. English version appears in OJ Special Edition, Second Series V (September 1974).

Republic, the Italian Republic, the Grand Duchy of Luxembourg and the Kingdom of the Netherlands established a Community with the purpose of contributing to the raising of the standard of living in the Member States and to the development of relations with other countries by creating the conditions necessary for the speedy establishment and growth of nuclear industries;

Considering that the Community and the Government of the United States of Brazil have expressed their desire to establish close collaboration concerning the peaceful uses of atomic energy;

Having regard to the cooperation between the Government of the Italian Republic, a Member State of the Community, and the Government of the United States of Brazil in the field of the peaceful uses of atomic energy,

HAVE AGREED AS FOLLOWS:

Article I

The Contracting Parties shall render each other aid and assistance in encouraging and developing peaceful uses of atomic energy.

In view of the exclusively peaceful functions of the European Atomic Energy Community (Euratom), cooperation between the Contracting Parties shall not extend to activities unconnected with peaceful uses of atomic energy.

Article II

The cooperation envisaged in Article I of this Agreement may include:

(a) the supply of information relating in particular to:

(i) research and development;

(ii) health and safety;

(iii) installations and equipment (including projects, designs and descriptions);

(iv) the use of installations and equipment, ores, source materials, special fissile materials, irradiated fuels and radioisotopes;

(b) the granting of licences or sublicences under patents;

(c) the exchange of students, technicians and teaching personnel;

(d) the improvement of techniques in prospecting for and investigating mineral deposits;

(e) the construction of installations and equipment;

(f) the supply of ores, source materials, special fissile materials and radioisotopes;

(g) the processing of ores and source materials and the chemical processing of fuels.

Article III

Arrangements for the cooperation envisaged in this Agreement shall be agreed in each case. Such cooperation shall not, however, be in contravention of laws or regulations in force in the Community or in the United States of Brazil, or of international agreements to which the Community or the United States of Brazil are parties at the date of the entry into force of this Agreement.

Article IV

1. The Euratom Commission and the National Commission may make available to each other and to persons established in the United States of Brazil or in the Community information at their disposal on matters within the scope of this Agreement.

2. This Agreement shall not extend to the supply of information received from a third party on terms or conditions precluding such supply.

3. Information regarded by the supplying Contracting Party as being of commercial value shall be supplied only under terms and conditions determined by that Contracting Party.

Article V

1. The Contracting Parties shall encourage and facilitate the exchange of information between persons established in the Community and persons established in the United States of Brazil on matters within the scope of this Agreement.

2. Information owned by such persons shall be supplied only with their consent and under conditions specified by them.

Article VI

1. (a) The Contracting Parties may, on commercial terms, grant to each other or to persons established in the United States of Brazil or in the Community licences or sublicences under patents owned by them or for which they have the right to grant licences or sublicences and which relate to matters within the scope of this Agreement.

   (b) This Agreement shall not extend to the granting of licences or sublicences under patents or licences received from third parties under conditions precluding such grants.

2. The Contracting Parties shall encourage and facilitate the granting to persons established in the Community or in the United States of Brazil of licences and sublicences under patents owned by persons established in the Community or in the United States of Brazil on matters within the scope of this Agreement. Licences and sublicences shall be granted only with the consent of such persons and under conditions specified by them.

Article VII

The Contracting Parties shall encourage and promote the exchange of students, technicians and teaching personnel. They shall, in particular, so far as possible assist trainees to attend research establishments in the

Community or in the United States of Brazil for the purpose of completing their training.

Article VIII

1. At the request of the National Commission the Euratom Commission shall encourage persons established in the Community to cooperate in prospecting for, and investigating, deposits of uranium and other ores of nuclear interest in Brazilian territory.

2. The form and the conditions of cooperation in this field shall be laid down by agreement between the National Commission and persons established in the Community.

3. If cooperation in this field yields positive results, the Contracting Parties shall consult each other on the way in which the deposits discovered might be used in conformity with Brazilian law, the Treaty establishing the European Atomic Community (Euratom), the national laws of the Member States of the Community and international obligations in force.

Article IX

1. The Contracting Parties shall, so far as possible, assist each other in the acquisition or construction by either Contracting Party or by persons established in the United States of Brazil or in the Community of equipment and other requisites for atomic energy research, development and production in the United States of Brazil or in the Community.

2. The Contracting Parties shall endeavour to encourage the supply and exchange of radioisotopes between the countries of the Community and the United States of Brazil.

Article X

The Contracting Parties agree that, with the general or specific authorization of the Government of the United States of Brazil or, where so required by the Treaty establishing the European Atomic Energy

Community (Euratom), of the Euratom Commission, ores, source materials and special fissile materials may be supplied or received under this Agreement on Commercial terms or as otherwise agreed by the Supply Agency of the Community, or by persons established in the United States of Brazil or in the Community.

Article XI

The Euratom Commission shall endeavour to ensure favourable consideration for applications for processing of irradiated fuels made by the National Commission under conditions to be determined in each case.

Article XII

1. Agreements or contracts drawn up under this Agreement may contain guarantees which will be agreed case by case. Subject to the provisions of such agreements or contracts, no provision of this Agreement may be interpreted as imposing any liability whatsoever on either Contracting Party with regard to :

(a) The accuracy or completeness of any information supplied under this Agreement;

(b) The consequences of the use made of any information or of materials or equipment supplied under this Agreement;

(c) The suitability of such information, materials or equipment for any particular use or application.

2. The Contracting Parties recognize that the full implementation of this Agreement calls for measures for solving the problem of civil liability risks which at present are uninsurable. The Contracting Parties agree to cooperate in preparing and securing the earliest possible adoption of measures for ensuring adequate financial protection in respect of civil liability.

Article XIII

1. The Contracting Parties undertake to ensure that:

(a) Materials or equipment obtained under this Agreement, and source materials or special fissile materials derived from the use of any materials or equipment so obtained, shall be employed solely for the promotion and development of peaceful uses of atomic energy and not for any military purpose.

(b) To this end, no materials and no equipment obtained under this Agreement, or any source materials or special fissile materials derived from any materials or equipment so obtained, shall be transferred to unauthorized persons or beyond the control of a Contracting Party without the prior consent in writing of the other Party.

2. Before supplying materials or equipment under this Agreement, the Contracting Parties shall consult each other in order to apply, at the appropriate time, a system of safeguards which will ensure that the use of such materials or equipment is in accordance with the objectives of this Agreement.

Such consultation shall take into account the system of safeguards set up by the Community under the Treaty establishing the European Atomic Energy Community (Euratom) and the measures adopted to the same end by the Government of Brazil.

3. In recognition of the importance of the International Atomic Energy Agency, the Euratom Commission and the Government of the United States of Brazil shall consult each other from time to time to determine whether that Agency could be asked to provide technical assistance with regard to safeguards.

Article XIV

1. At the request of either Contracting Party, their representatives shall meet from time to time to consult each other on questions arising from

the application of this Agreement, to supervise its operation and to study measures of cooperation additional to those provided in the Agreement.

2. Such consultation may relate, in particular, to questions of common concern affecting peaceful uses of atomic energy bearing on research, production technology, health and safety and economic questions.

Article XV

(a) 'Contracting Parties' means the European Atomic Energy Community (Euratom) and the Government of Brazil;

(b) 'Installations' means factories, buildings or structures enclosing or comprising equipment within the meaning of paragraph (c) of this Article or which are specially suitable for or are used for nuclear purposes;

(c) 'equipment' means items of machinery or plant, or major components therof, specially suitable for use in atomic energy projects;

(d) 'fuel' means any substance or combination of substances, prepared for use in a reactor for the purpose of initiating and maintaining a selfsustaining fission chain reaction;

(e) 'ores' means ores or ore concentrates containing substances from which the source materials defined below may be obtained by the appropriate chemical and physical processing;

(f) 'source material' means uranium containing the mixture of isotopes occurring in nature; uranium depleted in the isotope 235; thorium; any of the foregoing in the form of metal, alloy or chemical compound, such other material as may be mutually agreed by the Contracting Parties;

(g) 'special fissile material' means plutonium; uranium 233; uranium 235; uranium enriched in the isotope 235 or 233; any substance containing one or more of the foregoing, or any other substance as may be agreed between the Contracting Parties. The term 'special fissile material' does not include 'source material';

(h) 'person' means any natural or legal person, any association of persons whether or not having legal personality, any body governed by public or private law or any Government body or undertaking, other than the Contracting Parties;

(i) 'in the Community' means in the territories to which the Treaty establishing the European Atomic Energy Community (Euratom) applies or will apply.

Article XVI

This Agreement shall be submitted for approval to the Congress of the United States of Brazil.

Article XVII

(a) This Agreement shall enter into force on the day on which each of the Parties receives from the other Party notification in writing that all the legal and constitutional formalities required for the entry into force of such an Agreement have been completed. It shall remain in force for 20 years.

(b) Either Contracting Party may terminate this Agreement subject to six months' notice to the other Party.

(c) Should this Agreement be denounced, agreements or contracts concluded within its field of application shall remain in force for the full periods for which they were concluded, unless otherwise agreed between the Contracting Parties.

In witness whereof, the undersigned Representatives, duly authorized, have signed this Agreement.

Done at Brasilia, 9 June 1961, in two copies in the Dutch, French, German, Italian and Portuguese languages, each of these texts being equally authentic.

Heinz KREKELER
E. M. J. A. SASSEN
Marcello Damy DE SOUZA SANTOS

INFORMATION CONCERNING

the AGREEMENT for cooperation between the European Atomic Energy Community (Euratom) and the Government of the United States of Brazil concerning peaceful uses of atomic energy(1)

Contracting Parties	Date of signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force	Duration
EAEC BRAZIL	9.6.1961	EAEC 9.6.1961 n. BRAZIL 21.5.1965	24.6.1965	20 years

(1) OJ No L 79, 31.3.1969. English version appears in OJ Special Edition, Second Series V (September 1974).

Agreement
between the EAEC and the Argentine Republic

AGREEMENT

between the European Atomic Energy Community (Euratom) and the Government of the Argentine Republic for cooperation concerning the peaceful uses of nuclear energy[1]

(63/68/Euratom)

The European Atomic Energy Community (Euratom), acting through its Commission (hereinafter called the 'Commission'), and the Government of the Argentine Republic (hereinafter called the 'Government'),

DESIRING to collaborate with each other in order to promote and enlarge the contribution which the development of peaceful uses of nuclear energy can make to welfare and prosperity in the Community and in the Argentine Republic;

CONSIDERING their common desire to establish close cooperation concerning the peaceful uses of nuclear energy,

HAVE AGREED AS FOLLOWS:

Article I

1. The Contracting Parties shall render each other aid and assistance in encouraging and developing peaceful uses of nuclear energy in the Community and in the Argentine Republic.

2. In view of the exclusive peaceful functions of the European Atomic Energy Community (Euratom), cooperation between the Contracting Parties shall not extend to activities unconnected with the peaceful uses of nuclear energy. Arrangements for such cooperation shall be agreed

[1] OJ No 186, 21.12.1963. English version appears in OJ Special Edition, Second Series V (September 1974).

in each case; such arrangements shall be consistent with the laws and regulations in force in the Community and in the Argentine Republic and with the international agreements to which the Community or the Argentine Republic are parties at the date of entry into force of this Agreement.

Article II

1. The Contracting Parties may make available to each other and to persons established in the Argentine Republic or in the Community information at their disposal on peaceful uses of nuclear energy.

2. The Contracting Parties shall encourage and facilitate the exchange of information in this field between persons established in the Community and persons established in the Argentine Republic.

3. The information referred to in paragraphs 1 and 2 shall, in particular, relate to:

(a) research and development;

(b) health and safety;

(c) installations and equipment;

(d) the use of installations and equipment, ores, source materials, special fissile materials, irradiated fuels and radioisotopes.

4. Information regarded by the supplying Contracting Parties as being of commercial value shall be supplied only under terms and conditions determined by that Contracting Party.

5. The Contracting Parties may not supply information which has been acquired subject to restrictions on its use or dissemination unless they can ensure that those restrictions will be observed.

Article III

1. The Contracting Parties may, on commercial terms, grant to each other or to persons established in the Argentine Republic or in the Community, licences or sublicences under patents for which they have

the right to grant licences or sublicences and which relate to peaceful uses of nuclear energy.

2. The Contracting Parties shall encourage and facilitate the granting to persons established in the Argentine Republic or in the Community of licences and sublicences under patents owned by persons established in the Community or in the Argentine Republic which relate to peaceful uses of nuclear energy.

3. The Contracting Parties shall encourage and promote the exchange of students, technicians and teaching personnel. They shall, in particular, so far as possible assist trainees to attend research establishments in the Community or in the Argentine Republic for the purpose of completing their training.

Article IV

1. At the request of the Government, the Commission shall encourage persons established in the Community to cooperate in prospecting for and investigating deposits of uranium and other nuclear materials in Argentine territory.

2. The form and the conditions of cooperation in this field may be laid down by agreement between the Government and persons established in the Community.

3. If cooperation in this field yields positive results, the Contracting Parties shall consult each other to determine to what extent the Community and the persons established therein may, under Argentine law, benefit from such results.

Article V

The Contracting Parties agree that, with the general or specific authorization of the Government or, where so required by the Treaty establishing the European Atomic Energy Community (Euratom), of the Commission, ores, source materials and special fissile materials may be supplied or received under this Agreement on commercial terms or as

otherwise agreed by the Supply Agency of the Community, or by persons established in the Argentine Republic or in the Community.

Article VI

The Contracting Parties shall, so far as possible, assist each other and persons established in the Argentine Republic or in the Community in acquiring or constructing installations, equipment and other requisites for nuclear energy research, development and production in the Argentine Republic or in the Community.

Article VII

1. The liability of each Contracting Party resulting from the implementation of this Agreement shall be limited to guarantees, which will be agreed case by case.

2. The Contracting Parties recognize that the full implementation of this Agreement calls for measures for solving the problem of civil liability risks which at present are uninsurable. The Contracting Parties agree to cooperate in preparing and securing the earliest possible adoption of measures for ensuring adequate financial protection in respect of civil liability.

Article VIII

1. The Contracting Parties undertake to ensure that materials or equipment obtained under this Agreement, and source materials or special fissile materials derived from the use of any materials or equipment so obtained, shall be employed solely for the promotion and development of peaceful uses of nuclear energy and not for any military purpose.

2. Before supplying materials or equipment under this Agreement, the Contracting Parties shall consult each other in order to apply a system of safeguards which will ensure that the use of such materials or equipment is in accordance with the objectives of this Agreement.

Such consultation shall be based upon the system of safeguards set up by the Community under the Treaty establishing the European Atomic Energy Community (Euratom) and the measures adopted to the same end by the Government.

Article IX

1. The Contracting Parties shall regularly consult each other on questions arising from the application of this Agreement. They shall supervise its operation and shall study measures of cooperation additional to those provided in this Agreement.

2. Such consultation shall relate, in particular, to questions of common concern affecting peaceful uses of atomic energy, bearing on research, production, technology, health and safety and economic questions.

Article X

In this Agreement:

(a) 'Contracting Parties' means the European Atomic Energy Community (Euratom) and the Government of the Argentine Republic;

(b) 'installations' means factories, buildings or structures enclosing or comprising equipment within the meaning of subparagraph (c) or which are specially suitable for or are used for nuclear purposes;

(c) 'equipment' means items of machinery or plant, or major components thereof, specially suitable for use in nuclear energy projects;

(d) 'fuel' means any substance, or combination of substances, prepared for use in a reactor for the purpose of initiating and maintaining a self-sustaining fission chain reaction;

(e) 'ores' means ores containing substances from which the source materials defined below may be obtained by the appropriate chemical and physical processing;

(f) 'source material' means uranium containing the mixture of isotopes occurring in nature; uranium depleted in the isotope 235; thorium;

any of the foregoing in the form of metal, alloy, concentrate or chemical compound; or such other material as may be mutually agreed by the Contracting Parties;

(g) 'special fissile material' means plutonium; uranium 233; uranium 235; uranium enriched in the isotopes 233 or 235; any substances as may be agreed between the Contracting Parties. The term 'special fissile material' does not include 'source material';

(h) 'person' means any natural or legal person, any association of persons whether or not having legal personality, any body governed by public or private law or any Government body or undertaking, other than the Contracting Parties;

(i) 'in the Community' means in the territories to which the Treaty establishing the European Atomic Energy Community (Euratom) applies or will apply.

Article XI

This Agreement will be ratified by the Argentine Republic in accordance with its constitutional and legal requirements.

Article XII

1. This Agreement shall enter into force on the day on which each of the Contracting Parties receives from the other Party notification in writing that all legal and constitutional formalities required for the entry into force of such an Agreement have been completed. It shall remain in force for 20 years.

2. Either Contracting Party may terminate this Agreement subject to six months' notice to the other Party.

3. On the expiry of this Agreement or in the event of its denunciation, agreements or contracts concluded within its field of application shall remain in force for the full periods for which they were concluded,

unless otherwise agreed between the parties to those agreements or contracts.

In witness whereof, the undersigned Representatives, duly authorized, have signed this Agreement.

Done at Buenos Aires, this fourth day of September in the year one thousand nine hundred and sixty-two, in two copies in the Dutch, French, German, Italian and Spanish languages, each of these texts being equally authentic.

Bonifacio del CARRIL

Enrico MEDI
SASSEN

This agreement entered into force on 6 November 1963.

INFORMATION CONCERNING

the AGREEMENT between the European Atomic Energy Community (Euratom) and the Government of the Argentine Republic for cooperation concerning the peaceful uses of atomic energy(1)

Contracting Parties	Date of signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force	Duration
EAEC ARGENTINA	4.9.1962	n. 6.11.1963	6.11.1963	20 years

(1) OJ No 186, 21.12.1963. English version appears in OJ Special Edition, Second Series V (September 1974).

PART THREE

Bilateral agreements concluded by the European Coal and Steel Community

Agreement

between the ECSC and the Republic of Austria

AGREEMENT

between the Austrian Federal Government, of the one part, and the Governments of the Member States of the European Coal and Steel Community and the High Authority of the European Coal and Steel Community, of the other part, on the introduction of through international railway tariffs for the carriage of coal and steel through the territory of the Republic of Austria[1]

The Federal Government of the Republic of Austria (hereinafter called the 'Austrian Federal Government'),

of the one part, and

The Governments of the Member States of the European Coal and Steel Community (hereinafter called the 'Community') and the High Authority of the European Coal and Steel Community (hereinafter called the 'High Authority'),

of the other part,

Convinced that the establishment of closer economic relations between the Republic of Austria and the Community is in the interests of Europe;

Desiring

— to deal with problems of rail transport of mutual concern,

— to introduce through international railway tariffs for the carriage of coal and steel between Member States over the lines of the Austrian Federal Railways,

Have agreed as follows:

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(1) OJ ECSC No 6, 20.2.1958. English version appears in OJ Special Edition, Second Series VIII (September 1974).

Article 1

In this Agreement, 'through international tariffs' means the rates and conditions published and applied for the carriage by rail of coal and steel, under a single contract of carriage, between the territories of the Member States of the Community (hereinafter called the 'Member States') over the lines of the Austrian Federal Railways from a point on the Austro-German frontier to a point on the Austro-Italian frontier or vice versa.

In this Agreement:

(a) 'Coal and steel' means the products listed in Annex I to the Treaty of 18 April 1951 establishing the European Coal and Steel Community;

(b) 'Territories of the Member States of the Community' means the territories to which the above-mentioned Treaty applies.

Article 2

In this Agreement the charge for carriage under through international tariffs shall consist of the sum of the portions accruing to the railways of the Member States and of the portion accruing to the Austrian Federal Railways.

The portion accruing to the railways of each Member State shall be related to the total distance of carriage, including the Austrian section, and shall be subject to the same rules, and in particular to the same rules of degressivity, as those applied by Member States to comparable uninterrupted carriage by rail transport through two or more Member States.

The portion accruing to the Austrian Federal Railways for the Austrian section shall be calculated, as described in Annex I to this Agreement, by reduction of the internal goods rates applied to the same route by the Austrian Federal Railways.

Notwithstanding the two preceding paragraphs, the portions accruing to the railways of Member States and Austria which relate to tariffs fixed to meet competition, or under an equivalent rate system, shall be determined only after consultation between the railway authorities of all the Member States and of Austria, duly authorized, as necessary, by their respective Governments. The railway authorities shall be responsible for the equitable settlement of questions concerning competition or equivalence of rates. Any difficulties may be referred to the Transport Committee provided for in Article 6 of this Agreement.

Article 3

The through international tariffs referred to in this Agreement shall apply to all coal and steel traffic between Member States crossing the frontiers mentioned in the first paragraph of Article 1, save for cases covered by the special regulations set out in Annex II.

The through international tariffs referred to in this Agreement shall also apply to the products listed in the standard nomenclature adapted to transport needs to which the Community's through international tariffs apply in the case of uninterrupted carriage by rail through two or more Member States.

Article 4

As regards coal and steel traffic between Member States over the lines of the Austrian Federal Railways, the Austrian Federal Government and the Governments of the Member States shall, in respect of rates and conditions of carriage of every kind, refrain from discrimination based on the country of origin or destination of products.

Article 5

The Austrian Federal Government, the Governments of the Member States and the High Authority shall, in the Transport Committee provided for in Article 6 of this Agreement, consider the possibility of extending to the through international tariffs referred to in this Agreement the measures of harmonization which have been, or will be, achieved within the Community.

Article 6

From the entry into force of this Agreement a Transport Committee (hereinafter called the 'Committee') shall be established to look into questions arising from its implementation.

The Committee shall consist of representatives of the Austrian Federal Government, of the Government of each of the Member States of the Community and of the High Authority.

The Committee shall, by mutual agreement, adopt its rules of procedure and, in accordance with those rules, appoint its Chairman who shall hold office for one year.

The Committee shall be assisted by two secretaries, one appointed by the Austrian Federal Government and the other by the High Authority.

Article 7

The Committee shall be convened by its Chairman.

The Committee shall meet once a year in ordinary session and draw up a report on its work for submission to the Austrian Federal Government, to the Governments of the Member States and to the High Authority.

If the Austrian Federal Government, the Government of one of the Member States or the High Authority so requests, the Chairman shall, within two weeks, convene an extraordinary meeting of the Committee, in particular if unforeseen difficulties or a radical change in economic or technical conditions are seriously affecting the operation of this Agreement.

The Committee shall look into the questions put to it and shall submit to the Austrian Federal Government, to the Governments of the Member States and to the High Authority agreed proposals for dealing with them. Failing agreement within two weeks from the date of the first meeting, the Committee shall submit a report on the matter to the Austrian Federal Government, to the Governments of the Member States and to the High Authority.

Article 8

Any contemplated change:

1. in the rules for calculating the through international tariffs for the uninterrupted carriage by rail through two or more Member States of coal and steel between Member States, or

2. either in the internal tariff rates of the Austrian Federal Railways, without a corresponding change at the same time in the rates for carriage over the Austrian section in accordance with Annex I to this Agreement, or in the latter rates without a corresponding change at the same time in the internal tariff rates of the Austrian Federal railways,

shall be notified to the Governments which are parties to the Agreement and to the High Authority as early as possible and at least one month before the intended date of application. The purpose, nature and extent of the change shall be stated at the time of notification.

If the Austrian Federal Government, the Government of one of the Member States or the High Authority considers that the contemplated change may give rise to serious difficulties, it may call for an extraordinary meeting of the Committee before the change is put into effect.

If the Committee cannot agree on the advisability of the contemplated change, it may not be put into effect until two months after the date of dispatch of the report provided for in Article 7 of this Agreement.

In urgent cases the one-month period provided for in the first paragraph of this Article may be reduced to two weeks and the contemplated change may take effect on expiration of that period if no objection is raised by any of the Contracting Parties.

This Article shall not apply to the introduction of, or change in, tariffs fixed to meet competition or under an equivalent rates system, which shall remain subject to the provisions of the last paragraph of Article 2.

Article 9

The High Authority accepts this Agreement as binding by virtue of its signature.

The Government of each Member State shall, through diplomatic channels, notify the Austrian Federal Government that the conditions necessary for the entry into force of this Agreement have been fulfilled in accordance with the provisions of its national laws. The Austrian Federal Government shall inform the other Contracting Parties of the notifications received.

This Agreement shall enter into force one month after the date on which the Austrian Federal Government has informed the other Contracting Parties that the Agreement is applicable in the territories of all the Member States and in the territory of the Republic of Austria.

The through international tariffs for traffic over the lines of the Austrian Federal Railways shall be introduced within two months following the date of entry into force of this Agreement.

Article 10

This Agreement is concluded for an unlimited period.

It may be denounced by the Austrian Federal Government or by the High Authority, authorized to that end by the Governments of the Member States parties to the Agreement, subject to six months' notice. This period may be reduced to two months if the Committee fails to agree on a question put to it. This reduced period shall commence on the day on which the failure to agree is established.

Article 11

This Agreement shall be deposited in the archives of the Austrian Federal Government. The Austrian Federal Government shall transmit certified copies thereof to the High Authority and to the Governments of the Member States.

In witness whereof, the undersigned Representatives of the Austrian Federal Government, of the Governments of the Member States and of the High Authority, duly authorized, have signed this Agreement.

Done at Luxembourg, 26 July 1957, in a single original in the Dutch, French, German and Italian languages, all four texts being equally authentic.

For the Austrian Federal Government,
Dr. Carl H. BOBLETER

For the High Authority,
D. P. SPIERENBURG

For the Governments of the Member States:

For the Government of the Federal Republic of Germany,
SPRETI

For the Government of the Italian Republic,
V. BOLASCO

For the Government of the Kingdom of Belgium,
R. TAYMANS

For the Government of the Grand Duchy of Luxembourg,
V. BODSON

For the Government of the French Republic,
P. A. SAFFROY

For the Government of the Kingdom of the Netherlands,
C. G. DE ROO VAN ALDERWERELT

ANNEX I

to the Agreement of 26 July 1957 between the Austrian Federal Government, of the one part, and the Governments of the Member States of the European Coal and Steel Community and the High Authority of the European Coal and Steel Community, of the other part, on the establishment of through international railway tariffs for the carriage of coal and steel through the territory of the Republic of Austria

PORTION ACCRUING TO THE AUSTRIAN FEDERAL RAILWAYS

The portion accruing to the Austrian Federal Railways, referred to in the third paragraph of Article 2 of the Agreement, shall be calculated as follows:

1. The standard tonnage rates (for 15 tonnes) of the Austrian internal tariff in force at a given time shall be reduced by amounts determined for the following categories of goods: coal, coke, ore, pig-iron, crude steel, semi-finished products, finished products and scrap.

   The rates thus obtained shall be accepted as the standard tonnage rates (20 tonnes)(1).

   The subsidiary tonnage rates for scrap and for iron and steel products shall be obtained by multiplying the standard tonnage rates by the following coefficients: 1.05 for 15 tonnes, 1.20 for 10 tonnes, 1.60 for 5 tonnes.

2. The reductions in the rates of the Austrian internal tariff in force on 8 February 1957, provided for in paragraph 1, shall be as follows:

(1) 15 tonnes for coke.

Goods	Reduction per tonne (in Austrian schillings)
Coal	4·80
Coke	4·80
Ore	3·00
Crude steel, pig-iron	3·60
Semi-finished products	3·60
Finished products	5·40
Scrap (route Kufstein – Brennero/Brenner	6·00
Scrap (route Salzburg Hbf. – Tarvisio Centrale	10·70
Scrap (route Lindau – Reutin – Brennero/Brenner	11·50
Scrap (route Simbach (Inn) – Tarvisio Centrale	13·20
Scrap (route Passau Hbf. – Tarvisio Centrale	15·60

3. The portions determined in accordance with the above rules shall be published in the 'International Tariff for the Carriage of Goods between the Member States of the European Coal and Steel Community'.

ANNEX II

to the Agreement of 26 July 1957 between the Austrian Federal Government, of the one part, and the Governments of the Member States of the European Coal and Steel Community and the High Authority of the European Coal and Steel Community, of the other part, on the establishment of through international railway tariffs for the carriage of coal and steel through the territory of the Republic of Austria

Chapter I

SPECIAL PROVISIONS FOR CONSIGNMENTS OF COKE

Article 1

Notwithstanding the provisions of the second paragraph of Article 2 of this Agreement, the charges for the carriage of coke from a Member State to Italy or vice versa through Austrian territory shall be determined as follows:

1. For the calculation of the charge for the Italian section, the Italian coefficient of degressivity corresponding to the length of the Italian section shall be applied;

2. For the calculation of the charge for a section in any of the other Member States, the national coefficient of degressivity corresponding to the total distance (including the Austrian section), less the Italian, sectional distance shall be applied;

3. The portion accruing to the Austrian Federal Railways shall be calculated at the rates provided for in the third paragraph of Article 2 of the Agreement.

Article 2

The provisions of Article 1 above shall remain in force for the period of application of the Special Regulation drawn up between Member States on the carriage of coke from France to Italy and vice versa, which was published in the *Official Journal of the European Coal and Steel Community* No 9 of 19 April 1955.

If the Member States should amend the Special Regulations on the carriage of coke from France to Italy and vice versa, the provisions of Article 1 above should be adjusted to such amendments, if one of the Contracting Parties so requests.

Chapter II

SPECIAL PROVISIONS FOR THE CARRIAGE OF COAL AND STEEL FROM OR TO A STATE WHICH IS NOT A MEMBER OF THE EUROPEAN COAL AND STEEL COMMUNITY

Sole Article

The carriage of coal and steel over the lines of the Austrian Federal Railways from a point on the Austro-German frontier to a point on the Austro-Italian frontier or vice versa.

— from a State which is not a Member State to a Member State,

— from a Member State to a State which is not a Member State,

— from a State which is not a Member State to a State which is not a Member State,

shall in respect of the Austrian Section and sections in the Member States be covered by Article 2 of the Agreement.

INFORMATION

NEW TEXT OF ANNEX I TO THE AGREEMENT OF 26 JULY 1957

between the Austrian Federal Government, of the one part, and the Governments of the Member States of the European Coal and Steel Community and the High Authority of the European Coal and Steel Community, of the other part, on the introduction of through international railway tariffs for the carriage of coal and steel through the territory of the Republic of Austria(1)

Following the changes in the internal goods tariff of the Austrian Federal Railways made on 1 August 1966 and notified by the Federal Ministry of Transport and Communications in a letter dated 29 September 1966, to the Member States and the High Authority of the European Coal and Steel Community, and pursuant to paragraph 4 of Annex I to the Agreement of 26 July 1957 (*Official Journal of the European Coal and Steel Community* of 20 February 1958, p. 78/58), as amended by the Supplementary Agreement of 29 November 1960 (*Official Journal of the European Communities* of 19 October 1961, p. 1237/61, and 11 November 1961, p. 1281/61), the said Annex I shall be amended with effect from 1 January 1967.

The new text is worded as follows:

PORTION ACCRUING TO THE AUSTRIAN FEDERAL RAILWAYS

The portion accruing to the Austrian Federal Railways, referred to in the third paragraph of Article 2 of the Agreement, shall be calculated as follows:

1. The standard tonnage rates for 20 tonnes(2) of the Austrian internal tariff in force at a given time shall be reduced by amounts determined for the following categories of goods: coal, coke, ore, blast-furnace dust, crude steel, pig-iron, semi-finished products, hot-rolled coils

(1) OJ No 229, 10.12.1966. English version has not been published in the OJ.
(2) 15 tonnes for coke.

intended for re-rolling, of a width exceeding 500 mm, finished products and scrap.

The subsidiary tonnage rates (15 tonnes) for scrap and for iron and steel products shall be obtained by multiplying the standard tonnage rates by the coefficient of increase of 1.05.

2. The amounts of the reductions in the rates of the Austrian internal tariff in force since 1 August 1966, referred to in point 1, shall be as follows:

Goods	Reduction per tonne (in Austrian schillings)
Coal	6·20
Coke	6·20
Ore	5·30
Blast-furnace dust	5·30
Crude steel, pig-iron	5·30
Semi-finished products	5·30
Hot-rolled coils for steel	6·20
Finished products	7·10
Scrap – route Kufstein – Brennero/Brenner	12·20
Scrap – route Salzburg Hbf. – Tarvisio Centrale	23·20
Scrap – route Lindau – Reutin – Brennero/Brenner	27·20
Scrap – route Simbach/Inn – Tarvisio Centrale	30·20
Scrap – route Passau Hbf. – Tarvisio Centrale	—

3. Any amendment envisaged in the rules for calculating the portions referred to in point 1 or in the amounts of the reductions fixed in point 2 above and which is subject to the procedure laid down in Article 8 of the Agreement, must be adopted, by mutual agreement, by the Austrian Federal Government, the Governments of the Member States and the High Authority and shall be published in the *Official Journal of the European Communities.*

4. Any amendment envisaged in the rules for calculating the portions referred to in point 1 or in the amounts of the reductions fixed in point 2 above, in conjunction with a change in the internal tariff rates of the Austrian Federal Railways, shall, if not subject to the

procedure laid down in Article 8 of the Agreement, be notified to the Governments which are Parties to the Agreement and to the High Authority at least fifteen days before the proposed date of entry into force; such amendments shall be published in the *Official Journal of the European Communities.*

5. The portions determined in accordance with the above rules shall be published in the 'International Tariff for the Carriage of Goods between the Member States of the European Coal and Steel Community'.

SUPPLEMENTARY AGREEMENT TO THE AGREEMENT OF 26 JULY 1957 [1] [2] [3]

between the Austrian Federal Government, of the one part, and the Governments of the Member States of the European Coal and Steel Community and the High Authority of the European Coal and Steel Community, of the other part, on the establishment of through international railway tariffs for the carriage of coal and steel through the territory of the Republic of Austria

The Federal Government of the Republic of Austria (hereinafter called the 'Austrian Federal Government'),

of the one part, and

The Governments of the Member States of the European Coal and Steel Community (hereinafter called the 'Community') and the High Authority of the European Coal and Steel Community (hereinafter called the 'High Authority'),

of the other part,

Having regard to the Agreement of 26 July 1957, on the establishment of through international railway tariffs for the carriage of coal and steel through the territory of the Republic of Austria;

Having regard, in particular, to Annex I to that Agreement on the calculation of the portion accruing to the Austrian Federal Railways;

Having regard to the proposed amendments drawn up by the Transport Committee established in accordance with the abovementioned Agreement,

Have agreed as follows:

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(1) OJ No 68, 19.10.1961.
(2) OJ ECSC No 6, 20.2.1958.
(3) English version appears in OJ Special Edition, Second Series VIII (September 1974).

Article 1

Annex I to the Agreement shall be amended as follows:

(a) Paragraph 3 of that Annex shall be renumbered paragraph 5;

(b) The following provisions shall be inserted as new paragraphs 3 and 4:

'3. Any amendment to the rules for the calculation of the portion laid down in paragraph 1 of the reductions set out in paragraph 2, to which the procedure laid down in Article 8 of the Agreement applies, must be agreed between the Austrian Federal Government, the Governments of the Member States and the High Authority and be published in the *Official Journal of the European Communities.*

4. Any amendment to the rules for the calculation of the portion laid down in paragraph 1 or of the reductions set out in paragraph 2 which is related to an adjustment of the internal tariff rates of the Austrian Federal Railways and to which the procedure laid down in Article 8 of the Agreement does not apply shall be brought to the attention of the Governments parties to the Agreement and to the High Authority at least 15 days before the proposed date of application; the amendment shall be published in the *Official Journal of the European Communities.*'

Article 2

The High Authority accepts this Supplementary Agreement as binding by virtue of its signature.

The Government of each Member State shall, through diplomatic channels, notify the Austrian Federal Government that the conditions necessary for the entry into force of this Supplementary Agreement have been fulfilled in accordance with the provisions of its national laws. The Austrian Federal Government shall inform the other Contracting Parties of the notifications received.

This Supplementary Agreement shall enter into force one month after the date on which the Austrian Federal Government has informed the other Contracting Parties that the Agreement is applicable in the

territories of all the Member States and in the territory of the Republic of Austria.

Article 3

This Supplementary Agreement shall be deposited in the Archives of the Austrian Federal Government. The Austrian Federal Government shall transmit certified copies thereof to the High Authority and to the Governments of the Member States.

In witness whereof, the undersigned Representatives of the Austrian Federal Government, of the Governments of the Member States and of the High Authority, duly authorized, have signed this Agreement.

Done at Luxembourg, 29 November 1960, in a single original in the Dutch, French, German and Italian languages, all four texts being equally authentic.

For the Austrian Federal Government,
LEMBERGER

For the High Authority,
SPIERENBURG
WEHRER

For the Governments of the Member States:

For the Government of the Federal Republic of Germany,
Bernd MUMM VON SCHWARZENSTEIN

For the Government of the Italian Republic,
A. VENTURINI

For the Government of the Kingdom of Belgium,
R. TAYMANS

For the Government of the Grand Duchy of Luxembourg,
GREGOIRE

For the Government of the French Republic,
E. GUYON

For the Government of the Kingdom of the Netherlands,
O. REUCHLIN

AGREEMENT

between the Member States of the European Coal and Steel Community and the European Coal and Steel Community, of the one part, and the Republic of Austria, of the other part[1]

THE KINGDOM OF BELGIUM,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE FRENCH REPUBLIC,

IRELAND,

THE ITALIAN REPUBLIC,

THE GRAND DUCHY OF LUXEMBOURG,

THE KINGDOM OF THE NETHERLANDS,

THE KINGDOM OF NORWAY, and

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

being members of the European Coal and Steel Community, and

THE EUROPEAN COAL AND STEEL COMMUNITY,

of the one part, and

THE REPUBLIC OF AUSTRIA,

of the other part,

---

[1] OJ No L 350, 19.12.1973.

WHEREAS the European Economic Community and the Republic of Austria are concluding an Agreement concerning the sectors covered by that Community,

PURSUING the same objectives and desiring to find like solutions for the sector covered by the European Coal and Steel Community,

HAVE DECIDED, in pursuit of these objectives and considering that no provision of this Agreement may be interpreted as exempting the Contracting Parties from the obligations which are incumbent upon them under other international agreements,

TO CONCLUDE THIS AGREEMENT:

Article 1

1. This Agreement shall apply to products covered by the European Coal and Steel Community which are specified in the Annex and originate in that Community or the Republic of Austria.

2. The Agreement shall replace the Interim Agreement between the Member States of the European Coal and Steel Community and the Republic of Austria signed this same day.

Article 2

1. No new customs duty on imports shall be introduced in trade between the Community and Austria.

2. Without prejudice to the tariff reductions made under Article 2(2) of the Interim Agreement between the Member States of the European Coal and Steel Community and the Republic of Austria signed this same day, customs duties on imports shall be progressively abolished in accordance with the following timetable:

(a) on 1 January 1974 each duty shall be reduced to 60% of the basic duty;

(b) three further reductions of 20% each shall be made on:

1 January 1975,

1 January 1976,

1 July 1977.

As regards trade between Ireland and Austria, an initial reduction shall be made on 1 April 1973 to reduce each customs duty on imports to 80% of the basic duty.

Article 3

1. The provisions concerning the progressive abolition of customs duties on imports shall also apply to customs duties of a fiscal nature.

The Contracting Parties may replace a customs duty of a fiscal nature or the fiscal element of a customs duty by an internal tax.

2. Denmark, Ireland, Norway and the United Kingdom may retain until 1 January 1976 a customs duty of a fiscal nature or the fiscal element of a customs duty in the event of implementation of Article 38 of the 'Act concerning the Conditions of Accession and the Adjustments to the Treaties' drawn up and adopted within the Conference between the European Communities and the Kingdom of Denmark, Ireland, the Kingdom of Norway and the United Kingdom of Great Britain and Northern Ireland.

Article 4

1. The basic duty to which the successive reductions provided for in Article 2 and in Protocol No 1 are to be applied shall, for each product, be the duty actually applied on 1 January 1972.

2. The reduced duties calculated in accordance with Article 2 and Protocol No 1 shall be applied rounded to the first decimal place.

Subject to the application by the Community of Article 39 (5) of the 'Act concerning the Conditions of Accession and the Adjustments to the Treaties' drawn up and adopted within the Conference between the European Communities and the Kingdom of Denmark, Ireland, the Kingdom of Norway and the United Kingdom of Great Britain and Northern Ireland, as regards the specific duties or the specific part of the mixed duties in the Irish Customs Tariff, Article 2 and Protocol No 1 shall be applied, with rounding to the fourth decimal place.

Article 5

1. No new charge having an effect equivalent to a customs duty on imports shall be introduced in trade between the Community and Austria.

2. Charges having an effect equivalent to customs duties on imports introduced on or after 1 January 1972 in trade between the Community and Austria shall be abolished upon the entry into force of the Agreement.

Any charge having an effect equivalent to a customs duty on imports, the rate of which on 31 December 1972 is higher than that actually applied on 1 January 1972, shall be reduced to the latter rate upon the entry into force of the Agreement.

3. Without prejudice to the reductions made under Article 2 (2) of the Interim Agreement between the Member States of the European Coal and Steel Community and the Republic of Austria signed this same day, charges having an effect equivalent to customs duties on imports shall be progressively abolished in accordance with the following timetable:

(a) by 1 January 1974 at the latest each charge shall be reduced to 60% of the rate applied on 1 January 1972;

(b) three further reductions of 20% each shall be made on:
1 January 1975,
1 January 1976,
1 July 1977.

As regards trade between Ireland and Austria, an initial reduction shall be made on 1 April 1973 to reduce each charge having an effect equivalent to a customs duty on imports to 80% of the basic duty.

Article 6

No customs duty on exports or charge having equivalent effect shall be introduced in trade between the Community and Austria.

Customs duties on exports and charges having equivalent effect shall be abolished not later than 1 January 1974.

Article 7

Protocol No 1 lays down the tariff treatment and arrangements applicable to certain products.

Article 8

The provisions determining the rules of origin for the application of the Agreement between the European Economic Community and the Republic of Austria signed this same day shall also be applicable to this Agreement.

Article 9

A Contracting Party which is considering the reduction of the effective level of its duties or charges having equivalent effect applicable to third countries benefiting from most-favoured-nation treatment, or which is considering the suspension of their application, shall, as far as may be practicable, notify the Joint Committee not less than thirty days before such reduction or suspension comes into effect: It shall take note of any representations by the other Contracting Party regarding any distortions which might result therefrom.

Article 10

1. No new quantitative restriction on imports or measure having equivalent effect shall be introduced in trade between the Community and Austria.

2. Quantitative restrictions on imports shall be abolished on 1 January 1973 and any measures having an effect equivalent to quantitative restrictions on imports shall be abolished not later than 1 January 1975.

Article 11

From 1 July 1977 products originating in Austria may not enjoy more favourable treatment when imported into the Community than that applied by the Member States of the Community between themselves.

Article 12

The Agreement shall not modify the provisions of the Treaty establishing the European Coal and Steel Community or the powers and jurisdiction deriving therefrom.

Article 13

The Agreement shall not preclude the maintenance or establishment of customs unions, free trade areas or arrangements for frontier trade, except in so far as they alter the trade arrangements provided for in the Agreement, in particular the provisions concerning the rules of origin.

Article 14

The Contracting Parties shall refrain from any measure or practice of an internal fiscal nature establishing, whether directly or indirectly, discrimination between the products of one Contracting Party and like products originating in the territory of the other Contracting Party.

Products exported to the territory of one of the Contracting Parties may not benefit from repayment of internal taxation in excess of the amount of direct or indirect taxation imposed on them.

Article 15

Payments relating to trade in goods and the transfer of such payments to the Member States of the Community in which the creditor is resident or to Austria shall be free from any restrictions.

The Contracting Parties shall refrain from any exchange or administrative restriction on the grant, repayment or acceptance of short- and medium-term credits covering commercial transactions in which a resident participates.

Article 16

The Agreement shall not preclude prohibitions or restrictions on imports, exports or goods in transit justified on grounds of public morality, law and order or public security, the protection of life and health of humans, animals or plants, the protection of national treasures of artistic, historic or archaeological value, or the protection of industrial and commercial property. Such prohibitions or restrictions must not,

however, constitute a means of arbitrary discrimination or a disguised restriction on trade between the Contracting Parties.

Article 17

Nothing in the Agreement shall prevent a Contracting Party from taking any measures:

(a) which it considers necessary to prevent the disclosure of information contrary to its essential security interests;

(b) which relate to trade in arms, munitions or war materials or to research, development or production indispensable for defence purposes, provided that such measures do not impair the conditions of competition in respect of products not intended for specifically military purposes;

(c) which it considers essential to its own security in time of war or serious international tension.

Article 18

1. The Contracting Parties shall refrain from any measure likely to jeopardize the fulfilment of the objectives of the Agreement.

2. They shall take any general or specific measures required to fulfil their obligations under the Agreement.

If either Contracting Party considers that the other Contracting Party has failed to fulfil an obligation under the Agreement, it may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 19

1. The following are incompatible with the proper functioning of the Agreement in so far as they may affect trade between the Community and Austria:

(i) all agreements between undertakings, decisions by associations of undertakings and concerted practices between undertakings which

have as their object or effect the prevention, restriction or distortion of competition as regards the production of or trade in goods;

(ii) abuse by one or more undertakings of a dominant position in the territories of the Contracting Parties as a whole or in a substantial part thereof;

(iii) any public aid which distorts or threatens to distort competition by favouring certain undertakings or the production of certain goods.

2. Should a Contracting Party consider that a given practice is incompatible with this Article, it may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 20

1. The Community shall extend, for products of Chapter 73 of the Brussels Nomenclature covered by the Agreement, the application of Article 60 of the Treaty establishing the European Coal and Steel Community and of the implementing decisions thereto to sales of undertakings falling within its jurisdiction to the territory of Austria, while ensuring to this end adequate transparency of freight rates for deliveries to the territory of Austria.

2. In the matter of prices, Austria shall ensure for deliveries of products of Chapter 73 of the Brussels Nomenclature covered by this Agreement, by undertakings subject to its jurisdiction, both in the territory of Austria and to the Common Market:

(a) observance of the prohibition on unfair competition,

(b) observance of the principle of non-discrimination,

(c) disclosure of prices ex the chosen basing point and of conditions of sale,

(d) observance of the rules on alignment,

while ensuring to this end adequate transparency of freight rates.

Austria shall take the measures required continually to achieve the same effects as those produced by the implementing decisions taken by the Community in this matter.

As regards deliveries to the Common Market, Austria shall also ensure observance of other decisions by the Community prohibiting alignment on quotations from certain third countries, having regard to the transitional provisions concerning the accession of Denmark and Norway to the Community.

As regards deliveries to the Irish market, Austria shall furthermore ensure observance of the transitional provisions applying to the accession of Ireland to the Community and limiting the possibilities of alignment on this market.

The Community has provided Austria with a list of decisions implementing Article 60 and *ad hoc* decisions concerning the prohibition on alignment and with the text of the transitional provisions concerning the Danish, Irish and Norwegian markets. It will also inform Austria immediately if any change in the decisions referred to above is adopted.

3. If the offers made by Austrian undertakings are detrimental or liable to be so to the proper functioning of the Community market or if the offers made by Community undertakings are detrimental or liable to be so to the proper functioning of the Austrian market and if any such detriment is attributable to differential application of the rules established under paragraphs 1 and 2 or to breach of those rules by the undertakings in question, the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 21

Where an increase in imports of a given product is or is likely to be seriously detrimental to any production activity carried on in the territory of one of the Contracting Parties and where this increase is due to:

(i) the partial or total reduction in the importing Contracting Party, as provided for in the Agreement, of customs duties and charges having equivalent effect levied on the product in question; and

(ii) the fact that the duties or charges having equivalent effect levied by the exporting Contracting Party on imports of raw materials or intermediate products used in the manufacture of the product in

question are significantly lower than the corresponding duties or charges levied by the importing Contracting Party;

the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 22

If one of the Contracting Parties finds that dumping is taking place in trade with the other Contracting Party, it may take appropriate measures against this practice in accordance with the provisions of the Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade, under the conditions and in accordance with the procedures laid down in Article 24.

Article 23

If serious disturbances arise in any sector of the economy or if difficulties arise which could bring about serious deterioration in the economic situation of a region, the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 24

1. In the event of a Contracting Party subjecting imports of products liable to give rise to the difficulties referred to in Articles 21 and 23 to an administrative procedure, the purpose of which is to provide rapid information on the trend of trade flows, it shall inform the other Contracting Party.

2. In the cases specified in Articles 18 to 23, before taking the measures provided for therein or, in cases to which paragraph 3(e) applies, as soon as possible, the Contracting Party in question shall supply the Joint Committee with all relevant information required for a thorough examination of the situation with a view to seeking a solution acceptable to the Contracting Parties.

In the selection of measures, priority must be given to those which least disturb the functioning of the Agreement.

The safeguard measures shall be notified immediately to the Joint Committee and shall be the subject of periodical consultations within the Committee, particularly with a view to their abolition as soon as circumstances permit.

3. For the implementation of paragraph 2, the following provisions shall apply:

(a) As regards Article 19, either Contracting Party may refer the matter to the Joint Committee if it considers that a given practice is incompatible with the proper functioning of the Agreement within the meaning of Article 19(1).

The Contracting Parties shall provide the joint Committee with all relevant information and shall give it the assistance it requires in order to examine the case and, where appropriate, to eliminate the practice objected to.

If the Contracting Party in question fails to put an end to the practice objected to within the period fixed by the Joint Committee, or in the absence of agreement in the Joint Committee within three months of the matter being referred to it, the Contracting Party concerned may adopt any safeguard measures it considers necessary to deal with the serious difficulties resulting from the practices in question; in particular it may withdraw tariff concessions.

(b) As regards Article 20, the Contracting Parties shall provide the Joint Committee with all relevant information and shall give it the assistance it requires in order to examine the case and, where appropriate, to consider an appropriate sanction for the practice in question.

In the absence of agreement within the Joint Committee or, according to the case, if no satisfactory sanction is imposed on the undertaking at fault, the Contracting Party concerned may take the measures it considers necessary to deal both with the difficulties resulting from differences in application or from infringement and with the risk of distortion of competition. These measures may in particular take the form of withdrawal of tariff concessions and release of the undertakings concerned from the commitment to comply with price rules in their dealings on the other Contracting Party's market.

The safeguard measures shall be notified immediately to the Joint Committee and shall be the subject of periodical consultations within that Committee, particularly with a view to their abolition as soon as circumstances permit.

In urgent cases, the Contracting Party concerned may make a direct request to the other Contracting Party:

(i) to put an immediate stop to the practice objected to.

(ii) to take steps to impose a sanction on the undertaking at fault.

If the Contracting Party concerned does not consider that the matter has been settled satisfactorily, it may initiate the procedure provided for within the Joint Committee.

(c) As regards Article 21, the difficulties arising from the situation referred to in that Article shall be referred for examination to the Joint Committee, which may take any decision needed to put an end to such difficulties.

If the Joint Committee or the exporting Contracting Party has not taken a decision putting an end to the difficulties within thirty days of the matter being referred, the importing Contracting Party is authorized to levy a compensatory charge on the product imported.

The compensatory charge shall be calculated according to the incidence on the value of the goods in question of the tariff disparities in respect of the raw materials or intermediate products incorporated therein.

(d) As regards Article 22, consultation in the Joint Committee shall take place before the Contracting Party concerned takes the appropriate measures.

(e) Where exceptional circumstances requiring immediate action make prior examination impossible, the Contracting Party concerned may, in the situations specified in Articles 21, 22 and 23 and also in the case of export aids having a direct and immediate incidence on trade, apply forthwith the precautionary measures strictly necessary to deal with the situation.

Article 25

Where one or more Member States of the Community or Austria is in difficulties or is seriously threatened with difficulties as regards its balance of payments, the Contracting Party concerned may take the necessary safeguard measures. It shall inform the other Contracting Party forthwith.

Article 26

1. A Joint Committee is hereby established, which shall be responsible for the administration of the Agreement and shall ensure its proper implementation. For this purpose, it shall make recommendations and take decisions in the cases provided for in the Agreement. These decisions shall be put into effect by the Contracting Parties in accordance with their own rules.

2. For the purpose of the proper implementation of the Agreement, the Contracting Parties shall exchange information and, at the request of either party, shall hold consultations within the Joint Committee.

3. The Joint Committee shall adopt its own rules of procedure.

Article 27

1. The Joint Committee shall consist of representatives of the Contracting Parties.

2. The Joint Committee shall act by mutual agreement.

Article 28

1. Each Contracting Party shall preside in turn over the Joint Committee, in accordance with the arrangements to be laid down in its rules of procedure.

2. The Chairman shall convene meetings of the Joint Committee at least once a year in order to review the general functioning of the Agreement.

The Joint Committee shall, in addition, meet whenever special circumstances so require, at the request of either Contracting Party, in accordance with the conditions to be laid down in its rules of procedure.

3. The Joint Committee may decide to set up any working party that can assist it in carrying out its duties.

Article 29

1. Where a Contracting Party considers that it would be useful in the interest of the economies of the Contracting Parties to develop the relations established by the Agreement by extending them to fields not covered thereby, it shall submit a reasoned request to the other Contracting Party.

The Contracting Parties may instruct the Joint Committee to examine this request and, where appropriate, to make recommendations to them, particularly with a view to opening negotiations.

2. The agreements resulting from the negotiations referred to in paragraph 1 will be subject to ratification or approval by the Contracting Parties in accordance with their own procedures.

Article 30

The Annex and the Protocols to the Agreement shall form an integral part thereof.

Article 31

Either Contracting Party may denounce the Agreement by notifying the other Contracting Party. The Agreement shall cease to be in force twelve months after the date of such notification.

Article 32

The Agreement shall apply, on the one hand, to the territories to which the Treaty establishing the European Coal and Steel Community applies upon the terms laid down in that Treaty and, on the other, to the territory of the Republic of Austria.

Article 33

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

This Agreement will be approved by the Contracting Parties in accordance with their own procedures.

It shall enter into force on 1 January 1973, provided that the Contracting Parties have notified each other before that date that the procedures necessary to this end have been completed.

In the event of application of Article 2 (3) of the Decision of the Council of the European Communities of 22 January 1972 concerning the accession of the Kingdom of Denmark, Ireland, the Kingdom of Norway and the United Kingdom of Great Britain and Northern Ireland to the European Coal and Steel Community, this Agreement may take effect only for the States that have deposited the instruments specified in that paragraph.

After 1 January 1973, this Agreement shall enter into force on the first day of the second month following the notification referred to in paragraph 3. The final date for such notification shall be 30 November 1973.

The provisions applicable on 1 April 1973 shall be applied upon the entry into force of this Agreement if it enters into force after that date.

Udfærdiget i Bruxelles, den toogtyvende juli nitten hundrede og tooghalvfjerds.

Geschehen zu Brüssel am zweiundzwanzigsten Juli neunzehnhundertzweiundsiebzig.

Done at Brussels on this twenty-second day of July in the year one thousand nine hundred and seventy-two.

Fait à Bruxelles, le vingt-deux juillet mil neuf cent soixante-douze.

Fatto a Bruxelles, il ventidue luglio millenovecentosettantadue.

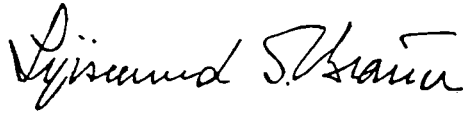
Gedaan te Brussel, de tweeëntwintigste juli negentienhonderdtweënzeventig.

Utferdiget i Brussel, tjueandre juli nitten hundre og syttio.

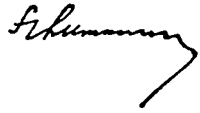
Pour le Royaume de Belgique
Voor het Koninkrijk België

På Kongeriget Danmarks vegne

Für die Bundesrepublik Deutschland



Pour la République française



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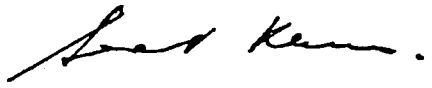
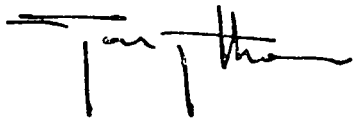


Per la Repubblica italiana

Pour le Grand-Duché de Luxembourg



Voor het Koninkrijk der Nederlanden

For Kongeriket Norge

For the United Kingdom of Great Britain and Northern Ireland

På Kommissionen for De europæiske Fællesskabers vegne

Im Namen der Kommission der Europäischen Gemeinschaften

In the name of the Commission of the European Communities

Au nom de la Commission des Communautés européennes

A nome della Commissione delle Comunità europee

Namens de Commissie der Europese Gemeenschappen

For Kommisjonen for De Europeiske Fellesskap

Für die Republik Österreich

ANNEX

List of products referred to in Article 1 of the Agreement

Brussels Nomenclature heading No	Description
26.01	Metallic ores and concentrates and roasted iron pyrites: A. Iron ores and concentrates and roasted iron pyrites: II. Other B. Manganese ores and concentrates, including manganiferous iron ores and concentrates with a manganese content of 20% or more by weight
26.02	Slag, dross, scalings and similar waste from the manufacture of iron or steel: A. Blast-furnace dust
27.01	Coal; briquettes, ovoids and similar solid fuels manufactured from coal
27.02	Lignite, whether or not agglomerated
27.04	Coke and semi-coke of coal, of lignite or of peat: A. Of coal: II. Other B. Of lignite
73.01	Pig iron, cast iron and spiegeleisen, in pigs, blocks, lumps and similar forms
73.02	Ferro-alloys: A. Ferro-manganese: I. Containing more than 2% by weight of carbon (high-carbon ferro-manganese)
73.03	Waste and scrap-metal of iron or steel
73.05	Iron or steel powders; sponge iron or steel: B. Sponge iron or steel
73.06	Puddled bars and pilings; ingots, blocks, lumps and similar forms, or steel:
73.07	Blooms, billets, slabs and sheet bars (including tinplate bars), of iron or steel; pieces roughly shaped by forging, of iron or steel: A. Blooms and billets: I. Rolled B. Slabs and sheet bars (including tinplate bars): I. Rolled
73.08	Iron or steel coils for re-rolling
73.09	Universal plates of iron or steel
73.10	Bars and rods (including wire rod), of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished (including precision-made); hollow mining-drill steel: A. Not further worked than hot-rolled or extruded D. Clad or surface-worked (for example, polished, coated): I. Not further worked than clad: (a) Hot-rolled or extruded

Brussels Nomenclature heading No	Description
73.11	Angles, shapes and sections, of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished; sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements: A. Angles, shapes and sections: I. Not further worked than hot-rolled or extruded IV. Clad or surface-worked (for example, polished, coated): (a) Not further worked than clad: 1. Hot-rolled or extruded B. Sheet piling
73.12	Hoop and strip, of iron or steel, hot-rolled or cold-rolled: A. Not further worked than hot-rolled B. Not further worked than cold-rolled: I. In coils for the manufacture of tinplate (a) C. Clad, coated or otherwise surface-treated: III. Tinned: (a) Tinplate V. Other (for example, copper-plated, artificially oxidized, lacquered, nickel-plated, varnished, clad, parkerized, printed): (a) Not further worked than clad: 1. Hot-rolled
73.13	Sheets and plates, of iron or steel, hot-rolled or cold-rolled: A. 'Electrical' sheets and plates B. Other sheets and plates: I. Not further worked than hot-rolled II. Not further worked than cold-rolled, of a thickness of: (b) More than 1 mm but less than 3 mm (c) 1 mm or less III. Not further worked than burnished, polished or glazed IV. Clad, coated or otherwise surface-treated: (b) Tinned: 1. Tinplate 2. Other (c) Zinc-coated or lead-coated (d) Other (for example, copper-plated, artificially oxidized, lacquered, nickel-plated, varnished, clad, parkerized, printed) V. Otherwise shaped or worked: (a) Cut into shapes other than rectangular shapes, but not further worked: 2. Other
73.15	Alloy steel and high-carbon steel in the forms mentioned in headings Nos 73.06 to 73.14: A. High-carbon steel: I. Ingots, blooms, billets, slabs and sheet bars: (b) Other

(a) Entry under this subheading is subject to conditions to be determined by the competent authorities.

Brussels Nomenclature heading No	Description
73.15 (*cont'd*)	III. Coils for re-rolling IV. Universal plates V. Bars and rods (including wire rod) and hollow mining-drill steel; angles, shapes and sections: (b) Not further worked than hot-rolled or extruded (d) Clad or surface worked (for example, polished, coated): 1. Not further worked than clad: (aa) Hot-rolled or extruded VI. Hoop and strip: (a) Not further worked than hot-rolled (c) Clad, coated or otherwise surface-treated: 1. Not further worked than clad: (aa) Hot-rolled VII. Sheets and plates: (a) Not further worked than hot-rolled (b) Not further worked than cold-rolled, of a thickness of: 2. Less than 3 mm (c) Polished, clad, coated or otherwise surface-treated (d) Otherwise shaped or worked: 1. Cut into shapes other than rectangular shapes, but not further worked B. Alloy steel: I. Ingots, blooms, billets, slabs and sheet bars: (b) Other III. Coils for re-rolling IV. Universal plates V. Bars and rods (including wire rod) and hollow mining-drill steel; angles, shapes and sections: (b) Not further worked than hot-rolled or extruded (d) Clad or surface-worked (for example, polished, coated): 1. Not further worked than clad: (aa) Hot-rolled or extruded VI. Hoop and strip: (a) Not further worked than hot-rolled (c) Clad, coated or otherwise surface-treated: 1. Not further worked than clad: (aa) Hot-rolled VII. Sheets and plates: (a) 'Electrical' sheets and plates: (b) Other sheets and plates: 1. Not further worked than hot-rolled 2. Not further worked than cold-rolled, of a thickness of: (bb) Less than 3 mm 3. Polished, clad, coated or otherwise surface-treated 4. Otherwise shaped or worked: (aa) Cut into shapes other than rectangular shapes, but not further worked

Brussels Nomenclature heading No	Description
73.16	Railway and tramway track construction material of iron or steel, the following: rails, check-rails, switch blades, crossings (or frogs), crossing pieces, point rods, rack rails, sleepers, fish-plates, chairs, chair wedges, sole plates (base plates), rail clips, bedplates, ties and other material specialized for joining or fixing rails: A. Rails: II. Other B. Check-rails C. Sleepers D. Fish-plates and sole plates: I. Rolled

PROTOCOL No 1

concerning the treatment applicable to certain products

Section A

TREATMENT APPLICABLE TO IMPORTS INTO THE COMMUNITY OF CERTAIN PRODUCTS ORIGINATING IN AUSTRIA

Article 1

1. Without prejudice to the tariff reductions made under Article 1 of the Protocol to the Interim Agreement between the Member States of the European Coal and Steel Community and the Republic of Austria, signed this same day, customs duties on imports into the Community as originally constituted and into Ireland of the products specified in paragraph 2 shall be progressively reduced to the following levels in accordance with the following timetable:

Timetable	Percentage of basic duties applicable
1 January 1974	90
1 January 1975	85
1 January 1976	75
1 January 1977	60
1 January 1978	40
1 January 1979	20
1 January 1980	0

On 1 April 1973 Ireland shall reduce its customs duties on imports to 95% of the basic duties applicable.

2. The products referred to in paragraph 1 are the following:

Common Customs Tariff heading No	Description
ex 73.15	Alloy steel and high carbon steel in the forms mentioned in headings Nos 73.06 to 73.14, except products covered by the EEC Treaty

Article 2

Imports to which the tariff treatment provided for in Article 1 applies shall be subjected to annual indicative ceilings above which the customs duties applicable in respect of third countries may be re-introduced in accordance with the following provisions:

(a) Taking into account that the Community and its Member States have the right to suspend application of ceilings for certain products, the ceilings for 1973 are shown in Annex C to Protocol No 1 to the Agreement between the European Economic Community and the Republic of Austria signed this same day. From 1 January 1974 the level of the ceilings shall be raised annually by 5%.

For products covered by this Protocol but not included in that Annex, the Community and its Member States reserve the right to introduce ceilings of which the levels will be equal to the average amount of imports into the Community over the last four years for which statistics are available, increased by 5%; for the following years the levels of these ceilings shall be raised annually by 5%.

(b) Should, for two successive years, imports of a product subject to a ceiling be less than 90% of the level fixed, the Community and its Member States shall suspend the application of this ceiling.

(c) In the event of short-term economic difficulties, the Community and its Member States reserve the right, after consultation within the Joint Committee, to maintain for a year the level fixed for the preceding year.

(d) On 1 December each year the Community and its Member States shall notify the Joint Committee of the list of products subject to ceilings in the following year and of the levels of the ceilings.

(e) Notwithstanding Article 2 of the Agreement and Article 1 of this Protocol, when a ceiling fixed for imports of a product covered by this Protocol is reached, Common Customs Tariff duties on imports of the product in question may be re-imposed until the end of the calendar year.

In this event, prior to 1 July 1977:

(i) Denmark, Norway and the United Kingdom shall reimpose customs duties as follows:

Years	Percentage of Common Customs Tariff duties applicable
1973	0
1974	40
1975	60
1976	80

(ii) Ireland shall reimpose customs duties applicable to third countries.

The customs duties specified in Article 1 of this Protocol shall be reimposed on 1 January of the following year.

(f) After 1 July 1977 the Contracting Parties shall examine within the Joint Committee the possibility of revising the percentage by which the levels of ceilings are raised, having regard to the trend of consumption and imports in the Community and to experience gained in applying this Article.

(g) The ceilings shall be abolished at the end of the tariff dismantling period provided for in Article 1 of this Protocol.

Section B

TREATMENT APPLICABLE TO IMPORTS INTO AUSTRIA OF CERTAIN PRODUCTS ORIGINATING IN THE COMMUNITY

Article 3

1. Without prejudice to the tariff reductions made under Article 2 of the Protocol to the Interim Agreement between the Member States of the European Coal and Steel Community and the Republic of Austria, signed this same day, customs duties on products originating in the Community as originally constituted and in Ireland imported into Austria, these products being specified in paragraph 2, shall be pro-

gressively reduced to the following levels in accordance with the following timetable:

Timetable	Percentage of basic duties applicable
1 April 1973	90
1 January 1974	80
1 January 1975	70
1 January 1976	70
1 January 1977	60
1 January 1978	40
1 January 1979	20
1 January 1980	0

2. The products referred to in paragraph 1 are the following:

Austrian Customs Tariff heading No	Description
ex 73.15	Alloy steel and high carbon steel in the forms mentioned in headings Nos 73.06 to 73.14, excluding products covered by the EEC Treaty

Article 4

Imports to which the tariff treatment provided for in Article 3 applies shall be subjected to annual indicative ceilings above which the customs duties applicable in respect of third countries may be reintroduced in accordance with the following provisions:

(a) Taking into account Austria's right to suspend application of ceilings for certain products, the ceilings for 1973 are shown in Annex G to Protocol No 1 to the Agreement between the European Economic Community and the Republic of Austria signed this same day. From 1 January 1974 the level of the ceilings shall be raised annually by 5%.

For products covered by this Protocol but not included in that Annex, Austria reserves the right to introduce ceilings of which the levels will be equal to the average amount of imports into Austria over the last four years for which statistics are available, increased by 5%; for the following years, the levels of these ceilings shall be raised annually by 5%.

(b) Should, for two successive years, imports of a product subject to a ceiling be less than 90% of the level fixed, Austria shall suspend the application of this ceiling.

(c) In the event of short-term economic difficulties, Austria reserves the right, after consultation within the Joint Committee, to maintain for a year the level fixed for the preceding year.

(d) Each year Austria shall notify the Joint Committee of the list of products subject to ceilings and of the levels of the ceilings.

(e) Notwithstanding Article 2 of the Agreement and Article 3 of this Protocol, when a ceiling fixed for imports of a product covered by this Protocol is reached, Austrian Customs Tariff duties on imports of the product in question may be reimposed until the end of the calendar year.

In this event, prior to 1 July 1977, Austria shall reimpose customs duties for Denmark, Norway and the United Kingdom as follows:

Years	Percentage of Austrian Customs Tariff duties applicable
1973	0
1974	40
1975	60
1976	80

The customs duties specified in Article 3 of this Protocol shall be reimposed on 1 January of the following year.

(f) After 1 July 1977 the Contracting Parties shall examine within the Joint Committee the possibility of revising the percentage by which the levels of ceilings are raised, having regard to the trend of consumption and imports in Austria and to experience gained in applying this Article.

(g) The ceilings shall be abolished at the end of the tariff dismantling period provided for in Article 3 of this Protocol.

PROTOCOL No 2

concerning quantitative restrictions which Austria may retain

1. Notwithstanding Article 10 of the Agreement, Austria may retain quantitative restrictions on the products below:

Austrian Customs Tariff heading No	Description
27.02	Lignite, whether or not agglomerated

2. The quantitative restrictions which Austria may retain in accordance with paragraph 1 of this Protocol shall be applied in such a way as to make it possible, as regards the products listed in paragraph 1, for Community exporters to compete with other suppliers on fair and equal terms for a reasonable share of the Austrian market, account being taken of the normal development of trade.

FINAL ACT

The representatives of

THE KINGDOM OF BELGIUM,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE FRENCH REPUBLIC,

IRELAND,

THE ITALIAN REPUBLIC,

THE GRAND DUCHY OF LUXEMBOURG,

THE KINGDOM OF THE NETHERLANDS,

THE KINGDOM OF NORWAY, and

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

being members of the European Coal and Steel Community,

of THE EUROPEAN COAL AND STEEL COMMUNITY,

and of THE REPUBLIC OF AUSTRIA,

assembled at Brussels on this twenty-second day of July in the year one thousand nine hundred and seventy-two,

for the signature of the Agreement between the Member States of the European Coal and Steel Community and the European Coal and Steel Community, of the one part, and the Republic of Austria, of the other part,

at the time of signature of this Agreement,

— have adopted the following declaration annexed to this Act:

Interpretative Declaration concerning the meaning of the expression 'Contracting Parties' appearing in the Agreement,

— and have taken note of the declarations listed below and annexed to this Act:

1. Declaration by the European Coal and Steel Community concerning Article 19(1) of the Agreement.

2. Declaration by the Government of the Federal Republic of Germany concerning the application of the Agreement to Berlin.

Udfærdiget i Bruxelles, den toogtyvende juli nitten hundrede og tooghalvfjerds.

Geschehen zu Brüssel am zweiundzwanzigsten Juli neunzehnhundertzweiundsiebzig.

Done at Brussels on this twenty-second day of July in the year one thousand nine hundred and seventy-two.

Fait à Bruxelles, le vingt-deux juillet mil neuf cent soixante-douze.

Fatto a Bruxelles, il ventidue luglio millenovecentosettantadue.

Gedaan te Brussel, de tweeëntwintigste juli negentienhonderdtweeënzeventig.

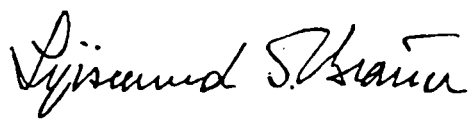
Utferdiget i Brussel, tjueandre juli nitten hundre og syttito.

Pour le Royaume de Belgique

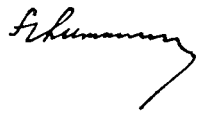
Voor het Koninkrijk België

På Kongeriget Danmarks vegne

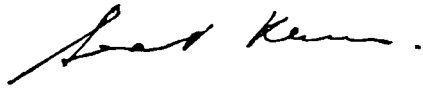
Für die Bundesrepublik Deutschland



Pour la République française

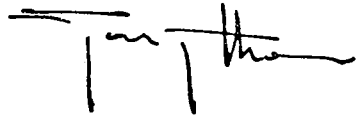


For Ireland



Per la Repubblica italiana

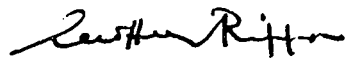
Pour le Grand-Duché de Luxembourg



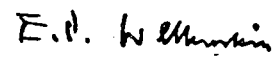
Voor het Koninkrijk der Nederlanden

For Kongeriket Norge

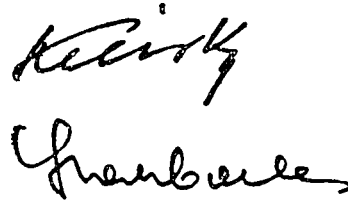
For the United Kingdom of Great Britain and Northern Ireland



På Kommissionen for De europæiske Fællesskabers vegne
Im Namen der Kommission der Europäischen Gemeinschaften
In the name of the Commission of the European Communities
Au nom de la Commission des Communautés européennes
A nome della Commissione delle Comunità europee
Namens de Commissie der Europese Gemeenschappen
For Kommisjonen for De Europeiske Fellesskap



Für die Republik Österreich



DECLARATIONS

Interpretative Declaration concerning the meaning of the expression 'Contracting Parties' appearing in the Agreement

The Contracting Parties agree to interpret the Agreement in the sense that the expression 'Contracting Parties' appearing in the said Agreement means, on the one hand, the Community and the Member States, or solely the Member States or the Community and, on the other hand, Austria. The meaning to be given in each case to this expression will be deduced from the provisions in question of the Agreement and from the corresponding provisions of the Treaty establishing the European Coal and Steel Community.

Declaration by the European Coal and Steel Community concerning Article 19(1) of the Agreement

The European Coal and Steel Community declares that in the context of the autonomous implementation of Article 19(1) of the Agreement it will assess any practices contrary to this Article on the basis of criteria arising from the application of the rules of Articles 4(c), 65, and 66(7) of the Treaty establishing the European Coal and Steel Community.

Declaration by the Government of the Federal Republic of Germany concerning application of the Agreement to Berlin

The Agreement is also applicable to Land Berlin, in so far as the Government of the Federal Republic of Germany does not make a declaration to the contrary within three months of the entry into force of the Agreement.

Contracting Parties	Date of signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force	Duration

— the AGREEMENT between the Austrian Federal Government, of the one part, and the Governments of the Member States of the European Coal and Steel Community and the High Authority of the European Coal and Steel Community, of the other part, on the introduction of through international railway tariffs for the carriage of coal and steel through the territory of the Republic of Austria(1)

ECSC and Member States / AUSTRIA	26.7.1957	n. Austria 1.2.1958(2)	1.3.1958	indefinite

— the SUPPLEMENTARY AGREEMENT to the AGREEMENT of 26 July 1957 between the Austrian Federal Government, of the one part, and the Governments of the Member States of the European Coal and Steel Community and the High Authority of the European Coal and Steel Community, of the other part, on the establishment of through international railway tariffs for the carriage of coal and steel through the territory of the Republic of Austria(3)

ECSC and Member States / AUSTRIA	29.11.1960	n. Austria 6.10.1961(2)	6.11.1961	indefinite

— the AGREEMENT between the Member States of the European Coal and Steel Community and the European Coal and Steel Community, of the one part, and the Republic of Austria, of the other part(4)

ECSC and Member States / AUSTRIA	22.7.1972	n. 29.11.1973	1.1.1974(5)	indefinite

(1) OJ ECSC No 6, 20.2.1958. The text of Annex I to this Agreement was amended with effect from 1.1.1967 (OJ No 229, 10.12.1966). English version appears in OJ Special Edition, Second Series, VIII (September 1974).
(2) The High Authority of the ECSC accepted this Agreement by virtue of its signature (Article 9 of the Agreement).
(3) OJ No 68, 19.10.1961. English version appears in OJ Special Edition, Second Series VIII (September 1974).
(4) OJ No L 350, 19.12.1973.
(5) OJ No L 351, 20.12.1973.

Agreement
between the ECSC and the Portuguese Republic

AGREEMENT

between the Member States of the European Coal and Steel Community and the European Coal and Steel Community, of the one part, and the Portuguese Republic, of the other part[1]

THE KINGDOM OF BELGIUM,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE FRENCH REPUBLIC,

IRELAND,

THE ITALIAN REPUBLIC,

THE GRAND DUCHY OF LUXEMBOURG,

THE KINGDOM OF THE NETHERLANDS,

THE KINDOM OF NORWAY, and

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

being Member States of the European Coal and Steel Community, and

THE EUROPEAN COAL AND STEEL COMMUNITY,

of the one part, and

THE PORTUGUESE REPUBLIC,

of the other part,

---

[1] OJ No L 350, 19.12.1973.

WHEREAS the European Economic Community and the Portuguese Republic are concluding an Agreement concerning the sectors covered by that Community,

PURSUING the same objectives and desiring to find like solutions for the sector covered by the European Coal and Steel Community,

HAVE DECIDED, in pursuit of these objectives and considering that no provision of this Agreement may be interpreted as exempting the Contracting Parties from the obligations which are incumbent upon them under other international agreements,

TO CONCLUDE THIS AGREEMENT:

Article 1

This Agreement shall apply to products covered by the European Coal and Steel Community which are specified in the Annex and originate in that Community or the Portuguese Republic.

Article 2

1. No new customs duty on imports shall be introduced in trade between the Community and Portugal.

2. Customs duties on imports shall be progressively abolished in accordance with the following timetable:

(a) on 1 April 1973 each duty shall be reduced to 80% of the basic duty;

(b) four further reductions of 20% each shall be made on:

1 January 1974,
1 January 1975,
1 January 1976,
1 July 1977.

Article 3

1. The provisions concerning the progressive abolition of customs duties on imports shall also apply to customs duties of a fiscal nature.

The Contracting Parties may replace a customs duty of a fiscal nature or the fiscal element of a customs duty by an internal tax.

2. Denmark, Ireland, Norway and the United Kingdom may retain until 1 January 1976 a customs duty of a fiscal nature or the fiscal element of a customs duty in the event of implementation of Article 38 of the 'Act concerning the Conditions of Accession and the Adjustments to the Treaties' drawn up and adopted within the Conference between the European Communities and the Kingdom of Denmark, Ireland, the Kingdom of Norway and the United Kingdom of Great Britain and Northern Ireland.

Article 4

1. The basic duty to which the successive reductions provided for in Article 2 are to be applied shall, for each product, be the duty actually applied on 1 January 1972.

2. The reduced duties calculated in accordance with Article 2 shall be applied rounded to the first decimal place.

Subject to the application by the Community of Article 39 (5) of the 'Act concerning the Conditions of Accession and the Adjustments to the Treaties' drawn up and adopted within the Conference between the European Communities and the Kingdom of Denmark, Ireland, the Kingdom of Norway and the United Kingdom of Great Britain and Northern Ireland, as regards the specific duties or the specific part of the mixed duties in the Irish Customs Tariff, Article 2 shall be applied, with rounding to the fourth decimal place.

Article 5

1. No new charge having an effect equivalent to a customs duty on imports shall be introduced in trade between the Community and Portugal.

2. Charges having an effect equivalent to customs duties on imports introduced on or after 1 January 1972 in trade between the Community and Portugal shall be abolished upon the entry into force of the Agreement.

Any charge having an effect equivalent to a customs duty on imports, the rate of which on 31 December 1972 is higher than that actually applied

on 1 January 1972, shall be reduced to the latter rate upon the entry into force of the Agreement.

3. Charges having an effect equivalent to customs duties on imports shall be progressively abolished in accordance with the following timetable:

(a) by 1 January 1974 at the latest each charge shall be reduced to 60% of the rate applied on 1 January 1972;

(b) three further reductions of 20% each shall be made on:

1 January 1975,
1 January 1976,
1 July 1977.

Article 6

No customs duty on exports or charge having equivalent effect shall be introduced in trade between the Community and Portugal.

Customs duties on exports and charges having equivalent effect shall be abolished not later than 1 January 1974.

Article 7

Protocols Nos 1 and 2 lay down the special treatment applicable to imports of certain products into Portugal.

Article 8

The provisions determining the rules of origin for the application of the Agreement between the European Economic Community and the Portuguese Republic signed this same day shall also be applicable to this Agreement.

Article 9

A Contracting Party which is considering the reduction of the effective level of its duties or charges having equivalent effect applicable to third countries benefiting from most-favoured-nation treatment, or which is considering the suspension of their application, shall, as far as may be practicable, notify the Joint Committee not less than thirty days before such reduction or suspension comes into effect. It shall take note of any representations by the other Contracting Party regarding any distortions which might result therefrom.

Article 10

1. No new quantitative restriction on imports or measure having equivalent effect shall be introduced in trade between the Community and Portugal.

2. Quantitative restrictions on imports shall be abolished on 1 January 1973 and any measures having an effect equivalent to quantitative restrictions on imports shall be abolished not later than 1 January 1975.

Article 11

From 1 July 1977 products originating in Portugal may not enjoy more favourable treatment when imported into the Community than that applied by the Member States of the Community between themselves.

Article 12

The Agreement shall not modify the provisions of the Treaty establishing the European Coal and Steel Community or the powers and jurisdiction deriving therefrom.

Article 13

The Agreement shall not preclude the maintenance or establishment of customs unions, free-trade areas or arrangements for frontier trade, except in so far as they alter the trade arrangements provided for in the Agreement, in particular the provisions concerning rules of origin.

Article 14

The Contracting Parties shall refrain from any measure or practice of an internal fiscal nature establishing, whether directly or indirectly, discrimination between the products of one Contracting Party and like products originating in the territory of the other Contracting Party.

Products exported to the territory of one of the Contracting Parties may not benefit from repayment of internal taxation in excess of the amount of direct or indirect taxation imposed on them.

Article 15

Payments relating to trade in goods and the transfer of such payments to the Member State of the Community in which the creditor is resident or to Portugal shall be free from any restrictions.

Article 16

The Agreement shall not preclude prohibitions or restrictions on imports, exports or goods in transit justified on grounds of public morality, law and order or public security, the protection of life and health of humans, animals or plants, the protection of national treasures of artistic, historic or archaeological value, or the protection of industrial and commercial property. Such prohibitions or restrictions must not, however, constitute a means of arbitrary discrimination or a disguised restriction on trade between the Contracting Parties.

Article 17

Nothing in the Agreement shall prevent a Contracting Party from taking any measures:

(a) which it considers necessary to prevent the disclosure of information contrary to its essential security interests;

(b) which relate to trade in arms, munitions or war materials or to research, development or production indispensable for defence purposes, provided that such measures do not impair the conditions of competition in respect of products not intended for specifically military purposes;

(c) which it considers essential to its own security in time of war or serious international tension.

Article 18

1. The Contracting Parties shall refrain from any measure likely to jeopardize the fulfilment of the objectives of the Agreement.

2. They shall take any general or specific measures required to fulfil the obligations under the Agreement.

If either Contracting Party considers that the other Contracting Party has failed to fulfil an obligation under the Agreement, it may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 19

1. The following are incompatible with the proper functioning of the Agreement in so far as they may affect trade between the Community and Portugal:

(i) all agreements between undertakings, decisions by associations of undertakings and concerted practices between undertakings which have as their object or effect the prevention, restriction or distortion of competition as regards the production of or trade in goods;

(ii) abuse by one or more undertakings of a dominant position in the territories of the Contracting Parties as a whole or in a substantial part thereof;

(iii) any public aid which distorts or threatens to distort competition by favouring certain undertakings or the production of certain goods.

2. Should a Contracting Party consider that a given practice is incompatible with this Article, it may take the appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 20

1. The Community shall extend, for products of Chapter 73 of the Brussels Nomenclature covered by the Agreement, the application of Article 60 of the Treaty establishing the European Coal and Steel Community and of the implementing decisions thereto to sales of undertakings falling within its jurisdiction to the territory of Portugal, while ensuring to this end adequate transparency of freight rates for deliveries to the territory of Portugal.

2. In the matter of prices, Portugal shall ensure for deliveries, of products of Chapter 73 of the Brussels Nomenclature covered by this Agreement, by undertakings subject to its jurisdiction, both in the territory of Portugal and to the Common Market:

(a) observance of the prohibition on unfair competition;

(b) observance of the principle of non-discrimination;

(c) disclosure of prices ex the chosen basing point and of conditions of sale;

(d) observance of the rules on alignment;

while ensuring to this end adequate transparency of freight rates.

Portugal shall take the measures required continually to achieve the same effects as those produced by the implementing decisions taken by the Community in this matter.

As regards deliveries to the Common Market, Portugal shall also ensure observance of other decisions by the Community prohibiting alignment on quotations from certain third countries, having regard to the transitional provisions concerning the accession of Denmark and Norway to the Community.

As regards deliveries to the Irish market, Portugal shall furthermore ensure observance of the transitional provisions applying to the accession of Ireland to the Community and limiting the possibilities of alignment on this market.

The Community has provided Portugal with a list of decisions implementing Article 60 and *ad hoc* decisions concerning the prohibition on alignment and with the text of the transitional provisions concerning The Danish, Irish and Norwegian markets. It will also inform Portugal immediately if any change in the decisions referred to above is adopted.

3. If the offers made by Portuguese undertakings are detrimental or liable to be so to the proper functioning of the Community market or if the offers made by Community undertakings are detrimental or liable to be so to the proper functioning of the Portuguese market and if any such detriment is attributable to differential application of the rules established under paragraphs 1 and 2 or to breach of those rules by the

undertakings in question, the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 21

Where an increase in imports of a given product is or is likely to be seriously detrimental to any production activity carried on in the territory of one of the Contracting Parties and where this increase is due to:

(i) the partial or total reduction in the importing Contracting Party, as provided for in the Agreement, of customs duties and charges having equivalent effect levied on the product in question; and

(ii) the fact that the duties or charges having equivalent effect levied by the exporting Contracting Party on imports of raw materials or intermediate products used in the manufacture of the product in question are significantly lower than the corresponding duties or charges levied by the importing Contracting Party;

the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 22

If one of the Contracting Parties finds that dumping is taking place in trade with the other Contracting Party, it may take appropriate measures against this practice in accordance with the provisions of the Agreement on Implementation of Article VI of the General Agreement of Tariffs and Trade, under the conditions and in accordance with the procedures laid down in Article 24.

Article 23

If serious disturbances arise in any sector of the economy or if difficulties arise which could bring about serious deterioration in the economic situation of a region, the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

1. In the event of a Contracting Party subjecting imports of products liable to give rise to the difficulties referred to in Articles 21 and 23 to an administrative procedure, the purpose of which is to provide rapid information on the trend of trade flows, it shall inform the other Contracting Party.

2. In the cases specified in Articles 18 to 23, before taking the measures provided for therein or, in cases to which paragraph 3 (e) applies, as soon as possible, the Contracting Party in question shall supply the Joint Committee with all relevant information required for a thorough examination of the situation with a view to seeking a solution acceptable to the Contracting Parties.

In the selection of measures, priority must be given to those which least disturb the functioning of the Agreement.

The safeguard measures shall be notified immediately to the Joint Committee and shall be the subject of periodical consultations within the Committee, particularly with a view to their abolition as soon as circumstances permit.

3. For the implementation of paragraph 2, the following provisions shall apply:

(a) As regards Article 19, either Contracting Party may refer the matter to the Joint Committee if it considers that a given practice is incompatible with the proper functioning of the Agreement within the meaning of Article 19 (1).

The Contracting Parties shall provide the Joint Committee with all relevant information and shall give it the assistance it requires in order to examine the case and, where appropriate, to eliminate the practice objected to.

If the Contracting Party in question fails to put an end to the practice objected to within the period fixed by the Joint Committee, or in the absence of agreement in the Joint Committee within three months of the matter being referred to it, the Contracting Party concerned may adopt any safeguard measures it considers necessary to deal with the serious difficulties resulting from the practices in question; in particular it may withdraw tariff concessions.

(b) As regards Article 20, the Contracting Parties shall provide the Joint Committee with all relevant information and shall give it the assistance it requires in order to examine the case and, where appropriate, to consider an appropriate sanction for the practice in question.

In the absence of agreement within the Joint Committee or, according to the case, if no satisfactory sanction is imposed on the undertaking at fault, the Contracting Party concerned may take the measures it considers necessary to deal both with the difficulties resulting from differences in application or from infringement and with the risk of distortion of competition. These measures may in particular take the form of withdrawal of tariff concessions and release of the undertakings concerned from the commitment to comply with price rules in their dealings on the other Contracting Party's market.

The safeguard measures shall be notified immediately to the Joint Committee and shall be the subject of periodical consultations within that Committee, particularly with a view to their abolition as soon as circumstances permit.

In urgent cases, the Contracting Party concerned may make a direct request to the other contracting Party:

(i) to put an immediate stop to the practice objected to,

(ii) to take steps to impose a sanction on the undertaking at fault.

If the Contracting Party concerned does not consider that the matter has been settled satisfactorily, it may initiate the procedure provided for within the Joint Committee.

(c) As regards Article 21, the difficulties arising from the situation referred to in that Article shall be referred for examination to the Joint Committee, which may take any decision needed to put an end to such difficulties.

If the Joint Committee or the exporting Contracting Party has not taken a decision putting an end to the difficulties within thirty days of the matter being referred, the importing Contracting Party is authorized to levy a compensatory charge on the product imported.

The compensatory charge shall be calculated according to the incidence on the value of the goods in question of the tariff disparities in respect of the raw materials or intermediate products incorporated therein.

(d) As regards Article 22, consultation in the Joint Committee shall take place before the Contracting Party concerned takes the appropriate measures.

(e) Where exceptional circumstances requiring immediate action make prior examination impossible, the Contracting Party concerned may, in the situations specified in Articles 21, 22 and 23 and also in the case of export aids having a direct and immediate incidence on trade, apply forthwith the precautionary measures strictly necessary to deal with the situation.

Article 25

Where one or more Member States of the Community or Portugal is in difficulties or is seriously threatened with difficulties as regards its balance of payments, the Contracting Party concerned may take the necessary safeguard measures. It shall inform the other Contracting Party forthwith.

Article 26

1. A Joint Committee is hereby established, which shall be responsible for the administration of the Agreement and shall ensure its proper implementation. For this purpose, it shall make recommendations and take decisions in the cases provided for in the Agreement. These decisions shall be put into effect by the Contracting Parties in accordance with their own rules.

2. For the purpose of the proper implementation of the Agreement the Contracting Parties shall exchange information and, at the request of either Party, shall hold consultations within the Joint Committee.

3. The Joint Committee shall adopt its own rules of procedure.

Article 27

1. The Joint Committee shall consist of representatives of the Contracting Parties.

2. The Joint Committee shall act by mutual agreement.

Article 28

1. Each Contracting Party shall preside in turn over the Joint Committee, in accordance with the arrangements to be laid down in its rules of procedure.

2. The Chairman shall convene meetings of the Joint Committee at least once a year in order to review the general functioning of the Agreement.

The Joint Committee shall, in addition, meet whenever special circumstances so require, at the request of either Contracting Party, in accordance with the conditions to be laid down in its rules of procedure.

3. The Joint Committee may decide to set up any working party that can assist it in carrying out its duties.

Article 29

1. Where a Contracting Party considers that it would be useful in the common interest of the Contracting Parties to develop the relations established by the Agreement by extending them to fields not covered thereby, it shall submit a reasoned request to the other Contracting Party.

The Contracting Parties may instruct the Joint Committee to examine this request and, where appropriate, to make recommendations to them, particularly with a view to opening negotiations. These recommendations may, where appropriate, aim at the attainment of a concerted harmonization, provided that the autonomy of decision of the Contracting Parties is not impaired.

2. The agreements resulting from the negotiations referred to in paragraph 1 will be subject to ratification or approval by the Contracting Parties in accordance with their own procedures.

Article 30

The Annex and the Protocol to the Agreement shall form an integral part thereof.

Article 31

Any Contracting Party may denounce the Agreement by notifying the other Contracting Party. The Agreement shall cease to be in force twelve months after the date of such notification.

Article 32

The Agreement shall apply, on the one hand, to the territories to which the Treaty establishing the European Coal and Steel Community applies upon the terms laid down in that Treaty and, on the other, to the European territory of the Portuguese Republic.

Article 33

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

This Agreement will be approved by the Contracting Parties in accordance with their own procedures.

It shall enter into force on 1 January 1973 provided that the Contracting Parties have notified each other before that date that the procedures necessary to this end have been completed.

In the event of application of Article 2 (3) of the Decision of the Council of the European Communities of 22 January 1972 concerning the Accession of the Kingdom of Denmark, Ireland, the Kingdom of Norway and the United Kingdom of Great Britain and Northern Ireland to the European Coal and Steel Community, this Agreement may take effect only for the States that have deposited the instruments specified in that paragraph.

After 1 January 1973, this Agreement shall enter into force on the first day of the second month following the notification referred to in paragraph 3. The final date for such notification shall be 30 November 1973.

The provisions applicable on 1 April 1973 shall be applied upon the entry into force of this Agreement if it enters into force after that date.

Udfærdiget i Bruxelles, den toogtyvende juli nitten hundrede og tooghalvfjerds.

Geschehen zu Brüssel am zweiundzwanzigsten Juli neunzehnhundertzweiundsiebzig.

Done at Brussels on this twenty-second day of July in the year one thousand nine hundred and seventy-two.

Fait à Bruxelles, le vingt-deux juillet mil neuf cent soixante-douze.

Fatto a Bruxelles, il ventidue luglio millenovecentosettantadue.

Gedaan te Brussel, de tweeëntwintigste juli negentienhonderdtweeënzeventig.

Utferdiget i Brussel, tjueandre juli nitten hundre og syttito.

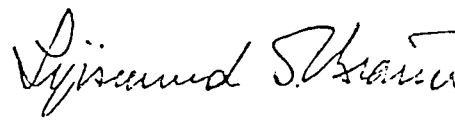
Feito em Bruxelas, aos vinte e dois de Julho de mil novecentos e setenta e dois.

Pour le Royaume de Belgique

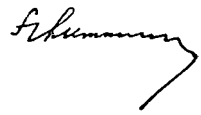
Voor het Koninkrijk België

På Kongeriget Danmarks vegne

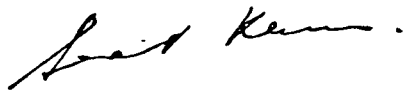
Für die Bundesrepublik Deutschland



Pour la République française

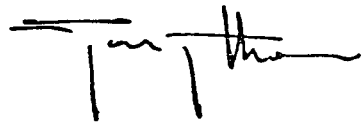


For Ireland



Per la Repubblica italiana

Pour le Grand-Duché de Luxembourg

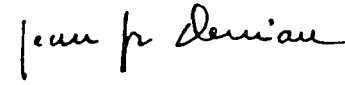


Voor het Koninkrijk der Nederlanden

For Kongeriket Norge

For the United Kingdom of Great Britain and Northern Ireland

På Kommissionen for De europæiske Fællesskabers vegne
Im Namen der Kommission der Europäischen Gemeinschaften
In the name of the Commission of the European Communities
Au nom de la Commission des Communautés européennes
A nome della Commissione delle Comunità Europee
Namens de Commissie der Europese Gemeenschappen
For Kommisjonen for De Europeiske Fellesskap



Pela República Portuguesa

ANNEX

List of products referred to in Article 1 of the Agreement

Brussels Nomenclature heading No	Description
26.01	Metallic ores and concentrates and roasted iron pyrites: A. Iron ores and concentrates and roasted iron pyrites: II. Other B. Manganese ores and concentrates, including manganiferous iron ores and concentrates with a manganese content of 20% or more by weight
26.02	Slag, dross, scalings and similar waste from the manufacture of iron or steel: A. Blast-furnace dust
27.01	Coal; briquettes, ovoids and similar solid fuels manufactured from coal
27.02	Lignite, whether or not agglomerated
27.04	Coke and semi-coke of coal, of lignite or of peat: A. Of coal II. Other B. Of lignite
73.01	Pig iron, cast iron and spiegeleisen, in pigs, blocks, lumps and similar forms
73.02	Ferro-alloys: A. Ferro-manganese: I. Containing more than 2% by weight of carbon (high-carbon ferro-manganese)
73.03	Waste and scrap-metal of iron or steel
73.05	Iron or steel powders; sponge iron or steel: B. Sponge iron or steel
73.06	Puddled bars and pilings; ingots, blocks, lumps and similar forms, of iron or steel
73.07	Blooms, billets, slabs and sheet bars (including tinplate bars), of iron or steel; pieces roughly shaped by forging, of iron or steel: A. Blooms and billets: I. Rolled B. Slabs and sheet bars (including tinplate bars): I. Rolled
73.08	Iron or steel coils for re-rolling
73.09	Universal plates of iron or steel
73.10	Bars and rods (including wire rod), of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished (including precision-made); hollow mining drill steel:

Brussels Nomenclature heading No	Description
73.10 (*cont'd*)	A. Not further worked than hot-rolled or extruded D. Clad or surface-worked (for example, polished, coated): I. Not further worked than clad: (a) Hot-rolled or extruded
73.11	Angles, shapes and sections, of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished; sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements: A. Angles, shapes and sections: I. Not further worked than hot-rolled or extruded IV. Clad or surface-worked (for example, polished, coated): (a) Not further worked than clad: 1. Hot-rolled or extruded B. Sheet piling
73.12	Hoop and strip, of iron or steel, hot-rolled or cold-rolled: A. Not further worked than hot-rolled B. Not further worked than cold-rolled: I. In coils for the manufacture of tinplate (a) C. Clad, coated or otherwise surface-treated: III. Tinned: (a) Tinplate V. Other (for example, copper-plated, artificially oxidized, lacquered, nickel-plated, varnished, clad, parkerized, printed): (a) Not further worked than clad: 1. Hot-rolled
73.13	Sheets and plates, of iron or steel, hot-rolled or cold-rolled: A. 'Electrical' sheets and plates: B. Other sheets and plates: I. Not further worked than hot-rolled II. Not further worked than cold-rolled, of a thickness of: (b) More than 1 mm but less than 3 mm (c) 1 mm or less III. Not further worked than burnished, polished or glazed IV. Clad, coated or otherwise surface-treated: (b) Tinned: 1. Tinplate 2. Other (c) Zinc-coated or lead-coated (d) Other (for example, copper-plated, artificially oxidized, lacquered, nickel-plated, varnished, clad, parkerized, printed) V. Otherwise shaped or worked: (a) Cut into shapes other than rectangular shapes, but not further worked: 2. Other

(a) Entry under this subheading is subject to conditions to be determined by the competent authorities.

Brussels Nomenclature heading No	Description
73.15	Alloy steel and high-carbon steel in the forms mentioned in headings Nos 73.06 to 73.14: A. High-carbon steel: I. Ingots, blooms, billets, slabs and sheet bars: (b) Other III. Coils for re-rolling IV. Universal plates V. Bars and rods (including wire rod) and hollow mining drill steel; angles, shapes and sections: (b) Not further worked than hot-rolled or extruded (d) Clad or surface-worked (for example, polished, coated): 1. Not further worked than clad: (aa) Hot-rolled or extruded VI. Hoop and strip: (a) Not further worked than hot-rolled (c) Clad, coated or otherwise surface-treated: 1. Not further worked than clad: (aa) Hot-rolled VII. Sheets and plates: (a) Not further worked than hot-rolled (b) Not further worked than cold-rolled, of a thickness of: 2. Less than 3 mm (c) Polished, clad, coated or otherwise surface-treated (d) Otherwise shaped or worked: 1. Cut into shapes other than rectangular shapes, but not further worked B. Alloy steel: I. Ingots, blooms, billets, slabs and sheet bars: (b) Other III. Coils for re-rolling IV. Universal plates V. Bars and rods (including wire rod) and hollow mining drill steel; angles, shapes and sections: (b) Not further worked than hot-rolled or extruded (d) Clad or surface-worked (for example, polished, coated): 1. Not further worked than clad: (aa) Hot-rolled or extruded VI. Hoop and strip: (a) Not further worked than hot-rolled (c) Clad, coated or otherwise surface-treated: 1. Not further worked than clad: (aa) Hot-rolled VII. Sheets and plates: (a) 'Electrical' sheets and plates (b) Other sheets and plates: 1. Not further worked than hot-rolled 2. Not further worked than cold-rolled, of a thickness of: (bb) Less than 3 mm 3. Polished, clad, coated or otherwise surface-treated

Brussels Nomenclature heading No	Description
73.15 (*cont'd*)	4. Otherwise shaped or worked: (aa) Cut into shapes other than rectangular shapes, but not further worked
73.16	Railway and tramway track construction material of iron or steel, the following: rails, check-rails, switch blades, crossings (or frogs), crossing pieces, point rods, rack rails, sleepers, fish-plates, chairs, chair wedges, sole plates (base plates), rail clips, bedplates, ties and other material specialized for joining or fixing rails: A. Rails: II. Other B. Check-rails C. Sleepers D. Fish-plates and sole plates: I. Rolled

PROTOCOL No 1

Concerning the tariff treatment applicable by Portugal to certain products

Article 1

1. Notwithstanding Article 2 of the Agreement, customs duties on imports into Portugal of products originating in the Community as originally constituted and in Ireland, specified in the annexed list, shall be progressively abolished in the proportions and in accordance with the timetable given below:

Timetable	Rates of reduction – percentage
1 April 1973	20
1 January 1974	30
1 January 1975	50
1 January 1976	60
1 July 1977	80
1 January 1980	100

2. For products originating in Denmark, Norway and the United Kingdom, and specified in this same list, customs duties on imports into Portugal shall be progressively abolished in the proportions and in accordance with the timetable given below:

Timetable	Rates of reduction – percentage
1 January 1973	60
1 January 1974	60
1 January 1975	70
1 July 1977	80
1 January 1980	100

3. From 1 July 1977, the most advantageous treatment resulting from the reductions made in accordance with this Article, to the basic duties

referred to in Article 4 of the Agreement, shall be applied by Portugal without discrimination to all the Member States of the Community.

Article 2

Notwithstanding Article 2 of the Agreement and Article 1 of this Protocol, and in so far as its industrialization and development necessitate protective measures, Portugal may until 31 December 1979 introduce, increase or reimpose *ad valorem* customs duties in accordance with the conditions and limits laid down in Article 6 of Protocol No 1 of the Agreement between the European Economic Community and the Portuguese Republic, signed this same day.

ANNEX

List concerning products imported into Portugal and subject to the duties of the Portuguese Customs Tariff, reduced in the proportions and in accordance with the timetables laid down in Article 1

Portuguese Customs Tariff heading No	Description
27.01	Coal; briquettes, ovoids and similar solid fuels manufactured from coal:
	Coal processed:
04	Not specified
27.02	Lignite, whether or not agglomerated:
01	Lignite, unprocessed
	Lignite, processed:
	Agglomerates:
03	Weighing not more than 1 kg
04	Not specified
73.09	Universal plates of iron or steel:
01	not exceeding 300 mm in width, and 60 mm or less in thickness
73.10	Bars and rods (including wire rod), of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished (including precision-made); hollow mining drill steel:
01	Wire rod in coils
ex 03	Solid twisted bars and rods for use in concrete or reinforced-cement structures, not further worked than hot-rolled or extruded
ex 04	Solid round bars and rods of a diameter not exceeding 170 mm, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
ex 05	Solid square bars and rods not exceeding 170 mm in side, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
ex 06	Solid rectangular bars and rods of a width not exceeding 300 mm and a thickness not exceeding 60 mm, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
ex 07	Other solid bars and rods the cross-section of which can be inscribed in a circle of a diameter of 170 mm, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
73.11	Angles, shapes and sections, of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished; sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements:

Portuguese Customs Tariff heading No	Description
73.11 (*cont'd*)	
ex 02	Twisted angles, shapes and sections for use in concrete or reinforced-cement structures, not further worked than hot-rolled or extruded
ex 03	Angles with equal or unequal limbs, with a limb width not exceeding 200 mm, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
ex 04	T sections of a height not exceeding 180 mm, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
ex 05	I and H sections of a height not exceeding 340 mm, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
ex 06	U sections of a height not exceeding 320 mm, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
ex 07	Other angles, shapes and sections, of a weight not exceeding 15 kg per metre, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
73.12	Hoop and strip, of iron or steel, hot-rolled or cold-rolled:
ex 01	Hoop and strip, tinned (tinplate); hoop and strip, not further worked than clad, hot-rolled
ex 03	Hoop and strip, not further worked than hot-rolled; hoop and strip, not further worked than cold-rolled, in coils, for the manufacture of tinplate
73.13	Sheets and plates, of iron or steel, hot-rolled or cold-rolled:
ex 01	Sheets and plates, tinned, zinc-coated, lead-coated and those coated with other metals by any process, excluding silvered, gilded and platinum-plated sheets and plates; sheets and plates, cut into shapes other than rectangular shapes, but not further worked, coated with other metals by any process, excluding silvered, gilded and platinum-plated sheets and plates
ex 02	Sheets and plates, printed, varnished, painted or coated with plastic materials and sheets and plates of a similar kind, cut into shapes other than rectangular shapes, but not further worked
ex 03	'Electrical' sheets and plates; other sheets and plates, cold-rolled, either not further worked than rolled and of a thickness of less than 3 mm, not further worked than burnished, polished or glazed, artificially oxidized, lacquered, parkerized, etc. or cut into shapes other than rectangular shapes, but not further worked
04	Sheets and plates, hot-rolled, of a thickness not exceeding 3 mm, not further worked than rolled, or coated or otherwise surface-coated, not specified, or cut into shapes other than rectangular shapes, but not further worked, not specified
05	Sheets and plates, hot-rolled, of a thickness exceeding 3 mm, not further worked than rolled, or coated or otherwise surface-coated, not specified, or cut into shapes other than rectangular shapes, but not further worked, not specified
73.15	Alloy steel and high carbon steel in the forms mentioned in headings Nos 73.06 to 73.14:
ex 02	High carbon steel and products referred to in subparagraph (b) of the Note: ingots, excluding forged ingots

Portuguese Customs Tariff heading No	Description
73.15 (*cont'd*)	
09	High carbon steel and products referred to in subparagraph (b) of the Note: universal plates, of a width not exceeding 300 mm and a thickness of 60 mm or less
ex 11	Products referred to in subparagraph (a) of the Note: wire in coils, including wire rod, not further worked than hot-rolled or extruded
ex 12	High carbon steel and products referred to in subparagraph (b) of the Note: wire in coils, including wire rod, not further worked than hot-rolled or extruded
ex 15	High carbon steel and products referred to in subparagraph (b) of the Note: twisted bars and rods for use in concrete or reinforced-cement structures, not further worked than hot-rolled or extruded
ex 17	High carbon steel and products referred to in subparagraph (b) of the Note: round bars and rods of a diameter not exceeding 179 mm, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
ex 19	High carbon steel and products referred to in subparagraph (b) of the Note: square bars and rods not exceeding 170 mm in side, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
ex 21	High carbon steel and products referred to in subparagraph (b) of the Note: rectangular bars and rods of a width not exceeding 300 mm and a thickness of 60 mm or less, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
ex 23	High carbon steel and products referred to in subparagraph (b) of the Note: other bars and rods the cross-section of which can be inscribed in a circle of a diameter of 170 mm or less, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
ex 27	High carbon steel and products referred to in subparagraph (b) of the Note: twisted angles, shapes and sections for use in concrete or reinforced-cement structures, not further worked than hot-rolled or extruded
ex 29	High carbon steel and products referred to in subparagraph (b) of the Note: angles with equal or unequal limbs, of a limb width not exceeding 200 mm, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
ex 31	High carbon steel and products referred to in subparagraph (b) of the Note: T sections of a height not exceeding 180 mm, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
ex 33	High carbon steel and products referred to in subparagraph (b) of the Note: I and H sections of a height not exceeding 340 mm, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
ex 35	High carbon steel and products referred to in subparagraph (b) of the Note: U sections of a height not exceeding 320 mm, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded
ex 37	High carbon steel and products referred to in subparagraph (b) of the Note: other angles, shapes and sections, of a weight not exceeding 15 kg per metre, either not further worked than hot-rolled or extruded or not further worked than clad, hot-rolled or extruded

Portuguese Customs Tariff heading No	Description
73.15 (*cont'd*)	
ex 45	High carbon steel and products referred to in subparagraph (b) of the Note: hoop and strip, not further worked than hot-rolled or extruded
ex 46	Products referred to in sub-paragraph (a) of the Note: sheets and plates, clad with other metals by any process, including those shaped or worked, cut into shapes other than rectangular shapes, but not further worked
ex 47	High carbon steel and products referred to in subparagraph (b) of the Note: sheets and plates, clad with other metals by any process, including those shaped or worked, cut into shapes other than rectangular shapes, but not further worked
ex 48	Products referred to in subparagraph (a) of the Note: sheets and plates, printed, varnished, painted, enamelled or coated with plastic materials, including those shaped or worked, cut into shapes other than rectangular shapes, but not further worked
ex 49	High carbon steel and products referred to in subparagraph (b) of the Note: sheets and plates, printed, varnished, painted, enamelled or coated with plastic materials, including those shaped or worked, cut into shapes other than rectangular shapes, but not further worked
ex 51	High carbon steel and products referred to in subparagraph (b) of the Note: 'electrical' sheets and plates; other sheets and plates, cold-rolled, of a thickness of less than 3 mm, either not further worked than rolled or polished, including those otherwise shaped or worked, cut into shapes other than rectangular shapes, but not further worked
ex 52	High carbon steel and products referred to in subparagraph (b) of the Note: sheets and plates, hot-rolled, of a thickness not exceeding 3 mm, either not further worked than rolled or polished, including those otherwise shaped or worked, cut into shapes other than rectangular shapes, but not further worked
73.16	Railway and tramway track construction material of iron or steel, the following: rails, check-rails, switch blades, crossings (or frogs), crossing pieces, point rods, rack rails, sleepers, fishplates, chairs, chair wedges, sole plates (base plates), rail clips, bedplates, ties and other material specialized for joining or fixing rails:
ex 01	Rails, new or used, excluding those that are current-conducting, with parts of non-ferrous metal; check-rails
ex 02	Sleepers; fish plates and sole-plates, rolled

NOTE

For the purpose of applying duty rates, alloy steels shall be deemed to be divided into two categories:

(a) alloy steels containing by weight one or more of the following elements in the proportions given below:

2% or more of silicon
2% or more of manganese
2% or more of chromium
2% or more of nickel
0·3% or more of molybdenum
0·3% or more of vanadium
0·5% or more of tungsten
0·5% or more of cobalt
0·3% or more of aluminium or
1% or more of copper; and

(b) other alloy steels.

Alloy steels (No 73.15), for which categories have been indicated, are the same as those referred to in Note 1 (d) of Chapter 73 of the Common Customs Tariff.

PROTOCOL No 2

concerning the removal of certain quantitative restrictions in force in Portugal

Notwithstanding Article 10 of the Agreement, for products originating in the Community and specified in the list annexed to this Protocol, Portugal shall open, upon the entry into force of the Agreement, annual quotas for which the initial level and timetable of increases are indicated in that list. Imports into Portugal of these products will be free from restriction from 1 July 1977.

Where, for two consecutive years, imports into Portugal of the products originating in the Community and specified in the said list are less than the quotas opened, imports of these products shall be free from restriction.

ANNEX

Portuguese Customs Tariff heading No	Description	Annual quotas laid down for the period from 1 January 1973 to 1 July 1977 (in metric tons)				
		1973	1974	1975	1976	1977
73.10	Bars and rods (including wire rod), of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished (including precision-made); hollow mining drill steel:					
03	Twisted bars and rods for use in concrete or reinforced-cement structures					
ex 04	Round bars and rods for use in concrete, of a diameter not exceeding 170 mm					
ex 05	Square bars and rods for use in concrete, not exceeding 170 mm in side	500	600	750	900	550
ex 06	Rectangular bars and rods for use in concrete, of a width not exceeding 300 mm and a thickness of 60 mm or less					
ex 07	Other bars and rods for use in concrete, the cross-section of which can be inscribed in a circle of a diameter of 170 mm or less					
ex 08	Not specified, for use in concrete					
73.13	Sheets and plates, of iron or steel, hot-rolled or cold-rolled:					
ex 01	Clad with other metals by any process: galvanized	4 000	4 440	4 840	5 320	2 930

FINAL ACT

The representatives of

THE KINGDOM OF BELGIUM,
THE KINGDOM OF DENMARK,
THE FEDERAL REPUBLIC OF GERMANY,
THE FRENCH REPUBLIC,
IRELAND,
THE ITALIAN REPUBLIC,
THE GRAND DUCHY OF LUXEMBOURG,
THE KINGDOM OF THE NETHERLANDS,
THE KINGDOM OF NORWAY, and
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

being Member States of the European Coal and Steel Community,

OF THE EUROPEAN COAL AND STEEL COMMUNITY

and of

THE PORTUGUESE REPUBLIC,

assembled at Brussels on this twenty-second day of July in the year one thousand nine hundred and seventy-two,

for the signature of the Agreement between the Member States of the European Coal and Steel Community, and the European Coal and Steel Community, of the one part, and the Portuguese Republic, of the other part,

at the time of signature of this Agreement,

— have adopted the following declaration annexed to this Act:
Interpretative Declaration concerning the meaning of the expression 'Contracting Parties' appearing in the Agreement,

— and have taken note of the declarations listed below and annexed to this Act:

1. Declaration by the European Coal and Steel Community concerning Article 19 (1) of the Agreement.
2. Declaration by the Government of the Federal Republic of Germany concerning the application of the Agreement to Berlin.

Udfærdiget i Bruxelles, den toogtyvende juli nitten hundrede og tooghalvfjerds.

Geschehen zu Brüssel am zweiundzwanzigsten Juli neunzehnhundertzweiundsiebzig.

Done at Brussels on this twenty-second day of July in the year one thousand nine hundred and seventy-two.

Fait à Bruxelles, le vingt-deux juillet mil neuf cent soixante-douze.

Fatto a Bruxelles, il ventidue luglio millenovecentosettantadue.

Gedaan te Brussel, de tweeëntwintigste juli negentienhonderdtweeënzeventig.

Utferdiget i Brussel, tjueandre juli nitten hundre og syttito.

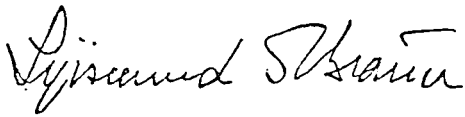
Feito em Bruxelas, aos vinte e dois de Julho de mil novecentos e setenta e dois.

Pour le Royaume de Belgique

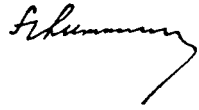
Voor het Koninkrijk België

På Kongeriget Danmarks vegne

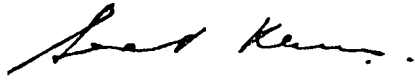
Für die Bundesrepublik Deutschland



Pour la République française

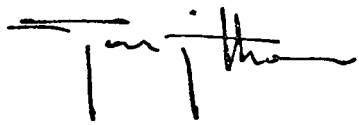


For Ireland

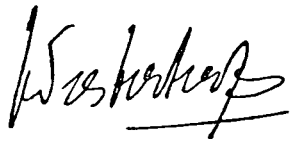


Per la Repubblica italiana

Pour le Grand-Duché de Luxembourg

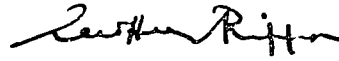


Voor het Koninkrijk der Nederlanden

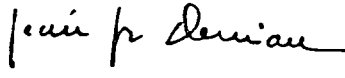


For Kongeriket Norge

For the United Kingdom of Great Britain and Northern Ireland



På Kommissionen for De europæiske Fællesskabers vegne
Im Namen der Kommission der Europäischen Gemeinschaften
In the name of the Commission of the European Communities
Au nom de la Commission des Communautés européenes
A nome della Commissione delle Comunità Europee
Namens de Commissie der Europese Gemeenschappen
For Kommisjonen for De Europeiske Fellesskap



Pela República Portuguesa

DECLARATIONS

Interpretative declaration concerning the meaning of the expression 'Contracting Parties' appearing in the Agreement

The Contracting Parties agree to interpret the Agreement in the sense that the expression 'Contracting Parties' appearing in the said Agreement means, on the one hand, the Community and the Member States, or solely the Member States or the Community and, on the other hand, Portugal. The meaning to be given in each case to this expression will be deduced from the provisions in question of the Agreement and from the corresponding provisions of the Treaty establishing the European Coal and Steel Community.

Declaration by the European Coal and Steel Community concerning Article 19 (1) of the Agreement

The European Coal and Steel Community declares that in the context of the autonomous implementation of Article 19 (1) of the Agreement it will assess any practices contrary to this Article on the basis of criteria arising from the application of the rules of Articles 4 (c), 65 and 66 (7) of the Treaty establishing the European Coal and Steel Community.

Declaration by the Government of the Federal Republic of Germany concerning the application of the Agreement to Berlin

The Agreement is also applicable to Land Berlin, in so far as the Government of the Federal Republic of Germany does not make a declaration to the contrary within three months of the entry into force of the Agreement.

INFORMATION CONCERNING

the AGREEMENT between the Member States of the European Coal and Steel Community and the European Coal and Steel Community, of the one part, and the Portuguese Republic, of the other part (1)

Contracting Parties	Date of signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force	Duration
ECSC and Member States	22.7.1972	n. 29.11.1973	1.1.1974 (2)	indefinite
PORTUGAL				

(1) OJ No L 350, 19.12.1973.
(2) OJ No L 351, 20.12.1973.

Agreement
between the ECSC and the Republic of Finland

AGREEMENT

between the Member States of the European Coal and Steel Community and the European Coal and Steel Community, of the one part, and the Republic of Finland, of the other part[1]

THE KINGDOM OF BELGIUM,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE FRENCH REPUBLIC,

IRELAND,

THE ITALIAN REPUBLIC,

THE GRAND DUCHY OF LUXEMBOURG,

THE KINGDOM OF THE NETHERLANDS,

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

being members of the European Coal and Steel Community, and

THE EUROPEAN COAL AND STEEL COMMUNITY,

of the one part, and

THE REPUBLIC OF FINLAND,

of the other part,

---

(1) OJ No L 348, 27.12.1974.

WHEREAS the European Economic Community and the Republic of Finland are concluding an Agreement concerning the sectors covered by that Community,

PURSUING the same objectives and desiring to find like solutions for the sector covered by the European Coal and Steel Community.

HAVE DECIDED, in pursuit of these objectives and considering that no provision of this Agreement may be interpreted as exempting the Contracting Parties from the obligations which are incumbent upon them under other international agreements,

TO CONCLUDE THIS AGREEMENT:

Article 1

This Agreement shall apply to products covered by the European Coal and Steel Community which are specified in the Annex and originate in that Community or the Republic of Finland.

Article 2

1. No new customs duty on imports shall be introduced in trade between the Community and Finland.

2. Customs duties on imports shall be progressively abolished in accordance with the following timetable:

(a) on 1 April 1973 each duty shall be reduced to 80% of the basic duty;

(b) four further reductions of 20% each shall be made on:

1 January 1974,
1 January 1975,
1 January 1976,
1 July 1977.

Article 3

1. The provisions concerning the progressive abolition of customs duties on imports shall also apply to customs duties of a fiscal nature.

The Contracting Parties may replace a customs duty of a fiscal nature or the fiscal element of a customs duty by an internal tax.

2. Denmark, Ireland, Norway and the United Kingdom may retain until 1 January 1976 a customs duty of a fiscal nature or the fiscal element of a customs duty in the event of implementation of Article 38 of the Act concerning the conditions of accession and the adjustments to the Treaties, drawn up and adopted within the conference between the European Communities and the Kingdom of Denmark, Ireland, the Kingdom of Norway and the United Kingdom of Great Britain and Northern Ireland.

Article 4

1. The basic duty to which the successive reductions provided for in Article 2 are to be applied shall, for each product, be the duty actually applied on 1 January 1972.

2. The reduced duties calculated in accordance with Article 2 shall be applied rounded to the first decimal place.

Subject to the application by the Community of Article 39(5) of the Act concerning the conditions of accession and the adjustments to the Treaties, drawn up and adopted within the conference between the European Communities and the Kingdom of Denmark, Ireland, the Kingdom of Norway and the United Kingdom of Great Britain and Northern Ireland, as regards the specific duties or the specific part of the mixed duties in the Irish Customs Tariff, Article 2 shall be applied, with rounding to the fourth decimal place.

Article 5

1. No new charge having an effect equivalent to a customs duty on imports shall be introduced in trade between the Community and Finland.

2. Charges having an effect equivalent to customs duties on imports introduced on or after 1 January 1972 in trade between the Community and Finland shall be abolished upon the entry into force of the Agreement.

Any charge having an effect equivalent to a customs duty on imports, the rate of which on 31 December 1972 is higher than that actually applied on 1 January 1972, shall be reduced to the latter rate upon the entry into force of the Agreement.

3. Charges having an effect equivalent to customs duties on imports shall be progressively abolished in accordance with the following timetable:

(a) by 1 January 1974 at the latest each charge shall be reduced to 60% of the rate applied on 1 January 1972;

(b) three further reductions of 20% each shall be made on:
1 January 1975,
1 January 1976,
1 July 1977.

Article 6

No customs duty on exports or charge having equivalent effect shall be introduced in trade between the Community and Finland.

Customs duties on exports and charges having equivalent effect shall be abolished not later than 1 January 1974.

Article 7

The provisions determining the rules of origin for the application of the Agreement between the European Economic Community and the Republic of Finland signed this same day shall also be applicable to this Agreement.

Article 8

A Contracting Party which is considering the reduction of the effective level of its duties or charges having equivalent effect applicable to third countries benefiting from most-favoured-nation treatment, or which is considering the suspension of their application, shall, as far as may be practicable, notify the Joint Committee not less than 30 days before such reduction or suspension comes into effect. It shall take note of any representations by the other Contracting Party regarding any distortions which might result therefrom.

Article 9

1. No new quantitative restriction on imports or measure having equivalent effect shall be introduced in trade between the Community and Finland.

2. Quantitative restrictions on imports shall be abolished on 1 January 1973 and any measures having an effect equivalent to quantitative restrictions on imports shall be abolished not later than 1 January 1975.

Article 10

From 1 July 1977 products originating in Finland may not enjoy more favourable treatment when imported into the Community than that applied by the Member States of the Community between themselves.

Article 11

The Agreement shall not modify the provisions of the Treaty establishing the European Coal and Steel Community or the powers and jurisdiction deriving therefrom.

Article 12

The Agreement shall not preclude the maintenance or establishment of customs unions, free trade areas or arrangements for frontier trade, except in so far as they alter the trade arrangements provided for in the Agreement, in particular the provisions concerning rules of origin.

Article 13

The Contracting Parties shall refrain from any measure or practice of an internal fiscal nature establishing, whether directly or indirectly, discrimination between the products of one Contracting Party and like products originating in the territory of the other Contracting Party.

Products exported to the territory of one of the Contracting Parties may not benefit from repayment of internal taxation in excess of the amount of direct or indirect taxation imposed on them.

Article 14

Payments relating to trade in goods and the transfer of such payments to the Member State of the Community in which the creditor is resident or to Finland shall be free from any restrictions.

The Contracting Parties shall refrain from any exchange or administrative restriction on the grant, repayment or acceptance of short- and medium-term credits covering commercial transactions in which a resident participates.

Article 15

The Agreement shall not preclude prohibitions or restrictions on imports, exports or goods in transit justified on grounds of public morality, law and order or public security, the protection of life and health of humans, animals or plants, the protection of national treasures of artistic, historic or archaeological value, or the protection of industrial and commercial property. Such prohibitions or restrictions must not, however, constitute a means of arbitrary discrimination or a disguised restriction on trade between the Contracting Parties.

Article 16

Nothing in the Agreement shall prevent a Contracting Party from taking any measures:

(a) which it considers necessary to prevent the disclosure of information contrary to its essential security interests;

(b) which relate to trade in arms, munitions or war materials or to research, development or production indispensable for defence purposes, provided that such measures do not impair the conditions of competition in respect of products not intended for specifically military purposes;

(c) which it considers essential to its own security in time of war or serious international tension.

Article 17

1. The Contracting Parties shall refrain from any measure likely to jeopardize the fulfilment of the objectives of the Agreement.

2. They shall take any general or specific measures required to fulfil their obligations under the Agreement.

If either Contracting Party considers that the other Contracting Party has failed to fulfil an obligation under the Agreement, it may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 23.

Article 18

1. The following are incompatible with the proper functioning of the Agreement in so far as they may affect trade between the Community and Finland:

(i) all agreements between undertakings, decisions by associations of undertakings and concerted practices between undertakings which have as their object or effect the prevention, restriction or distortion of competition as regards the production of or trade in goods;

(ii) abuse by one or more undertakings of a dominant position in the territories of the Contracting Parties as a whole or in a substantial part thereof;

(iii) any public aid which distorts or threatens to distort competition by favouring certain undertakings or the production of certain goods.

2. Should a Contracting Party consider that a given practice is incompatible with this Article, it may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 23.

Article 19

1. The Community shall extend, for products of Chapter 73 of the Brussels Nomenclature covered by the Agreement, the application of Article 60 of the Treaty establishing the European Coal and Steel Community and of the implementing decisions thereto to sales of

undertakings falling within its jurisdiction to the territory of Finland, while ensuring to this end adequate transparency of freight rates for deliveries to the territory of Finland.

2. In the matter of prices, Finland shall ensure for deliveries, of products of Chapter 73 of the Brussels Nomenclature covered by the Agreement, by undertakings subject to its jurisdiction, both in the territory of Finland and to the common market:

— observance of the prohibition on unfair competition;

— observance of the principle of non-discrimination;

— disclosure of prices ex the chosen basing point and of conditions of sale;

— observance of the rules on alignment;

while ensuring to this end adequate transparency of freight rates.

Finland shall take the measures required continually to achieve the same effects as those produced by the implementing decisions taken by the Community in this matter.

As regards deliveries to the common market, Finland shall also ensure observance of other decisions by the Community prohibiting alignment on quotations from certain third countries, having regard to the transitional provisions concerning the accession of Denmark and Norway to the Community.

As regards deliveries to the Irish market, Finland shall furthermore ensure observance of the transitional provisions applying to the accession of Ireland to the Community and limiting the possibilities of alignment on this market.

The Community has provided Finland with a list of decisions implementing Article 60 and *ad hoc* decisions concerning the prohibition on alignment and with the text of the transitional provisions concerning the Danish, Irish and Norwegian markets. It will also inform Finland immediately if any change in the decisions referred to above is adopted.

3. If the offers made by Finnish undertakings are detrimental or liable to be so to the proper functioning of the Community market or if the offers made by Community undertakings are detrimental or liable to be

so to the proper functioning of the Finnish market and if any such detriment is attributable to differential application of the rules established under paragraphs 1 and 2 or to breach of those rules by the undertakings in question, the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 23.

Article 20

Where an increase in imports of a given product is or is likely to be seriously detrimental to any production activity carried on in the territory of one of the Contracting Parties and where this increase is due to:

— the partial or total reduction in the importing Contracting Party, as provided for in the Agreement, of customs duties and charges having equivalent effect levied on the product in question; and

— the fact that the duties or charges having equivalent effect levied by the exporting Contracting Party on imports of raw materials or intermediate products used in the manufacture of the product in question are significantly lower than the corresponding duties or charges levied by the importing Contracting Party;

the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 23.

Article 21

If one of the Contracting Parties finds that dumping is taking place in trade with the other Contracting Party, it may take appropriate measures against this practice in accordance with the provisions of the Agreement on implementation of Article VI of the General Agreement on tariffs and trade, under the conditions and in accordance with the procedures laid down in Article 23.

Article 22

If serious disturbances arise in any sector of the economy or if difficulties arise which could bring about serious deterioration in the economic

situation of a region, the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 23.

Article 23

1. In the event of a Contracting Party subjecting imports of products liable to give rise to the difficulties referred to in Articles 20 and 22 to an administrative procedure the purpose of which is to provide rapid information on the trend of trade flows, it shall inform the other Contracting Party.

2. In the cases specified in Articles 17 to 22, before taking the measures provided for therein or, in cases to which paragraph 3 (e) applies, as soon as possible, the Contracting Party in question shall supply the Joint Committee with all relevant information required for a thorough examination of the situation with a view to seeking a solution acceptable to the Contracting Parties.

In the selection of measures, priority must be given to those which least disturb the functioning of the Agreement.

The safeguard measures shall be notified immediately to the Joint Committee and shall be the subject of periodical consultations within the Committee, particularly with a view to their abolition as soon as circumstances permit.

3. For the implementation of paragraph 2, the following provisions shall apply:

(a) As regards Article 18, either Contracting Party may refer the matter to the Joint Committee if it considers that a given practice is incompatible with the proper functioning of the Agreement within the meaning of Article 18(1).

The Contracting Parties shall provide the Joint Committee with all relevant information and shall give it the assistance it requires in order to examine the case and, where appropriate, to eliminate the practice objected to.

If the Contracting Party in question fails to put an end to the practice objected to within the period fixed by the Joint Committee, or in the absence of agreement in the Joint Committee within three months of the matter being referred to it, the Contracting Party concerned may adopt any safeguard measures it

considers necessary to deal with the serious difficulties resulting from the practices in question; in particular it may withdraw tariff concessions.

(b) As regards Article 19, the Contracting Parties shall provide the Joint Committee with all relevant information and shall give it the assistance it requires in order to examine the case and, where appropriate, to consider an appropriate sanction for the practice in question.

In the absence of agreement within the Joint Committee or, according to the case, if no satisfactory sanction is imposed on the undertaking at fault, the Contracting Party concerned may take the measures it considers necessary to deal both with the difficulties resulting from differences in application or from infringement and with the risk of distortion of competition. These measures may in particular take the form of withdrawal of tariff concessions and release of the undertakings concerned from the commitment to comply with price rules in their dealings on the other Contracting Party's market.

The safeguard measures shall be notified immediately to the Joint Committee and shall be the subject of periodical consultations within that Committee, particularly with a view to their abolition as soon as circumstances permit.

In urgent cases, the Contracting Party concerned may make a direct request to the other Contracting Party:

— to put an immediate stop to the practice objected to;

— to take steps to impose a sanction on the undertaking at fault.

If the Contracting Party concerned does not consider that the matter has been settled satisfactorily, it may initiate the procedure provided for within the Joint Committee.

(c) As regards Article 20, the difficulties arising from the situation referred to in that Article shall be referred for examination to the Joint Committee, which may take any decision needed to put an end to such difficulties.

If the Joint Committee or the exporting Contracting Party has not taken a decision putting an end to the difficulties within thirty days

of the matter being referred, the importing Contracting Party is authorized to levy a compensatory charge on the product imported.

The compensatory charge shall be calculated according to the incidence on the value of the goods in question of the tariff disparities in respect of the raw materials or intermediate products incorporated therein.

(d) As regards Article 21, consultation in the Joint Committee shall take place before the Contracting Party concerned takes the appropriate measures.

(e) Where exceptional circumstances requiring immediate action make prior examination impossible, the Contracting Party concerned may, in the situations specified in Articles 20, 21 and 22 and also in the case of export aids having a direct and immediate incidence on trade, apply forthwith the precautionary measures strictly necessary to deal with the situation.

Article 24

Where one or more Member States of the Community or Finland is in difficulties or is seriously threatened with difficulties as regards its balance of payments, the Contracting Party concerned may take the necessary safeguard measures. It shall inform the other Contracting Party forthwith.

Article 25

1. A Joint Committee is hereby established, which shall be responsible for the administration of the Agreement and shall ensure its proper implementation. For this purpose, it shall make recommendations and take decisions in the cases provided for in the Agreement. These decisions shall be put into effect by the Contracting Parties in accordance with their own rules.

2. For the purpose of the proper implementation of the Agreement the Contracting Parties shall exchange information and, at the request of either Party, shall hold consultations within the Joint Committee.

3. The Joint Committee shall adopt its own rules of procedure.

Article 26

1. The Joint Committee shall consist of representatives of the Contracting Parties.

2. The Joint Committee shall act by mutual agreement.

Article 27

1. Each Contracting Party shall preside in turn over the Joint Committee, in accordance with the arrangements to be laid down in its rules of procedure.

2. The Chairman shall convene meetings of the Joint Committee at least once a year in order to review the general functioning of the Agreement.

The Joint Committee shall, in addition, meet whenever special circumstances so require, at the request of either Contracting Party, in accordance with the conditions to be laid down in its rules of procedure.

3. The Joint Committee may decide to set up any working party that can assist it in carrying out its duties.

Article 28

The Annex and the Protocols to the Agreement shall form an integral part thereof.

Article 29

Any Contracting Party may denounce the Agreement by notifying the other Contracting Party. The Agreement shall cease to be in force three months after the date of such notification.

Nevertheless, the Contracting Parties may continue to apply the Agreement for a period not exceeding nine months from the date on which the Agreement actually terminates.

Article 30

The Agreement shall apply, on the one hand, to the territories to which the Treaty establishing the European Coal and Steel Community applies

upon the terms laid down in that Treaty and, on the other, to the territory of the Republic of Finland.

Article 31

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

This Agreement will be approved by the Contracting Parties in accordance with their own procedures.

It shall enter into force on 1 January 1973 provided that the Contracting Parties have notified each other before that date that the procedures necessary to this end have been completed.

In the event of application of Article 2(3) of the Council Decision of the European Communities of 22 January 1972 concerning the accession of the Kingdom of Denmark, Ireland, the Kingdom of Norway and the United Kingdom of Great Britain and Northern Ireland to the European Coal and Steel Community, this Agreement may take effect only for the States that have deposited the instruments specified in that paragraph.

After 1 January 1973, this Agreement shall enter into force on the first day of the second month following the notification referred to in paragraph 3. The final date for such notification shall be 30 November 1974.

The provisions applicable on 1 April 1973 shall be applied upon the entry into force of this Agreement if it enters into force after that date.

Udfærdiget i Bruxelles,

Geschehen zu Brüssel,

Done at Brussels,

Fait à Bruxelles,

Fatto a Bruxelles,

Gedaan te Brussel,

Tehty Brysselissä

Pour le Royaume de Belgique
Voor het Koninkrijk België
J. VAN DER MEULEN

På Kongeriget Danmarks vegne
Niels ERSBØLL

Für die Bundesrepublik Deutschland
Eberhard BOEMKE

Pour la République française
E. BURIN DES ROSIERS

For Ireland
Brendan DILLON

Per la Repubblica italiana
BOMBASSEI DE VETTOR

Pour le Grand-Duché de Luxembourg
J. DONDELINGER

Voor het Koninkrijk der Nederlanden
SASSEN

For the United Kingdom of Great Britain and Northern Ireland
Michael PALLISER

På Kommissionen for De europæiske Fællesskabers vegne
Im Namen der Kommission der Europäischen Gemeinschaften
In the name of the Commission of the European Communities
Au nom de la Commission des Communautés européennes
A nome della Commissione delle Comunità Europee
Namens de Commissie der Europese Gemeenschappen
E. P. WELLENSTEIN

Suomen tasavallan puolesta
Pentti TALVITIE

ANNEX

List of products referred to in Article 1 of the Agreement

Brussels Nomenclature heading No	Description
26.01	Metallic ores and concentrates and roasted iron pyrites: A. Iron ores and concentrates and roasted iron pyrites: II. Other B. Manganese ore and concentrates, including manganiferous iron ores and concentrates with a manganese content of 20% or more by weight
26.02	Slag, dross, scalings and similar waste from the manufacture of iron or steel: A. Blast-furnace dust
27.01	Coal; briquettes, ovoids and similar solid fuels manufactured from coal
27.02	Lignite, whether or not agglomerated
27.04	Coke and semi-coke of coal, of lignite or of peat: A. Of coal: II. Other B. Of lignite
73.01	Pig iron, cast iron and spiegeleisen, in pigs, blocks, lumps and similar forms
73.02	Ferro-alloys: A. Ferro-manganese: I. Containing more than 2% by weight of carbon (high-carbon ferro-manganese)
73.03	Waste and scrap-metal of iron or steel
73.05	Iron or steel powders; sponge iron or steel: B. Sponge iron or steel
73.06	Puddled bars and pilings; ingots, blocks, lumps and similar forms, of iron or steel
73.07	Blooms, billets, slabs and sheet bars (including tinplate bars), of iron or steel; pieces roughly shaped by forging, of iron or steel: A. Blooms and billets: I. Rolled B. Slabs and sheet bars (including tinplate bars): I. Rolled
73.08	Iron or steel coils for re-rolling
73.09	Universal plates of iron or steel
73.10	Bars and rods (including wire rod), of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished (including precision-made); hollow mining-drill steel: A. Not further worked than hot-rolled or extruded D. Clad or surface-worked (for example, polished, coated): I. Not further worked than clad: (a) Hot rolled or extruded

Brussels Nomenclature heading No	Description
73.11	Angles, shapes and sections, of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished; sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements: A. Angles, shapes and sections: I. Not further worked than hot-rolled or extruded IV. Clad or surface-worked (for example, polished, coated): (a) Not further worked than clad: 1. Hot-rolled or extruded B. Sheet piling
73.12	Hoop and strip, of iron or steel, hot-rolled or cold-rolled: A. Not further worked than hot-rolled B. Not further worked than cold-rolled: I. In coils for the manufacture of tinplate (a) C. Clad, coated or otherwise surface-treated: III. Tinned: (a) Tinplate V. Other (for example, copper-plated, artificially oxidized, lacquered, nickel-plated, varnished, clad, parkerized, printed): (a) Not further worked than clad: 1. Hot-rolled
73.13	Sheets and plates, of iron or steel, hot-rolled or cold-rolled: A. 'Electrical' sheets and plates: B. Other sheets and plates: I. Not further worked than hot-rolled II. Not further worked than cold-rolled, of a thickness of: (b) More than 1 mm but less than 3 mm (c) 1 mm or less III. Not further worked than burnished, polished or glazed IV. Clad, coated or otherwise surface-treated: (b) Tinned: 1. Tinplate 2. Other (c) Zinc-coated or lead-coated (d) Other (for example, copper-plated, artificially oxidized, lacquered, nickel-plated, varnished, clad, parkerized, printed) V. Otherwise shaped or worked: (a) Cut into shapes other than rectangular shapes, but not further worked: 2. Other
73.15	Alloy steel and high-carbon steel in the forms mentioned in heading Nos 73.06 to 73.14: A. High-carbon steel: I. Ingots, blooms, billets, slabs and sheet bars: (b) Other III. Coils for re-rolling IV. Universal plates

(a) Entry under this subheading is subject to conditions to be determined by the competent authorities.

Brussels Nomenclature heading No	Description
73.15 (*cont'd*)	V. Bars and rods (including wire rod) and hollow mining-drill steel; angles, shapes and sections: (b) Not further worked than hot-rolled or extruded (d) Clad or surface-worked (for example, polished, coated): 1. Not further worked than clad: (aa) Hot-rolled or extruded VI. Hoop and strip: (a) Not further worked than hot-rolled (c) Clad, coated or otherwise surface-treated: 1. Not further worked than clad: (aa) Hot-rolled VII. Sheets and plates: (a) Not further worked than hot-rolled (b) Not further worked than cold-rolled, of a thickness of: 2. Less than 3 mm (c) Polished, clad, coated or otherwise surface-treated (d) Otherwise shaped or worked: 1. Cut into shapes other than rectangular shapes, but not further worked B. Alloy steel: I. Ingots, blooms, billets, slabs and sheet bars: (b) Other III. Coils for re-rolling IV. Universal plates V. Bars and rods (including wire rod) and hollow mining-drill steel; angles, shapes and sections: (b) Not further worked than hot-rolled or extruded (d) Clad or surface-worked (for example, polished, coated): 1. Not further worked than clad: (aa) Hot-rolled or extruded VI. Hoop and strip: (a) Not further worked than hot-rolled (c) Clad, coated or otherwise surface-treated: 1. Not further worked than clad: (aa) Hot-rolled VII. Sheets and plates: (a) 'Electrical' sheets and plates (b) Other sheets and plates: 1. Not further worked than hot-rolled 2. Not further worked than cold-rolled, of a thickness of: (bb) Less than 3 mm 3. Polished, clad, coated or otherwise surface-treated 4. Otherwise shaped or worked: (aa) Cut into shapes other than rectangular shapes, but not further worked
73.16	Railway and tramway track construction material of iron or steel, the following: rails, check-rails, switch blades, crossings (or frogs), crossing pieces, point rods, rack rails, sleepers, fish-plates, chairs, chair wedges,

Brussels Nomenclature heading No	Description
73.16 (*cont'd*)	sole plates (base plates), rail clips, bedplates, ties and other material specialized for joining or fixing rails: A. Rails: II. Other B. Check-rails C. Sleepers D. Fish-plates and sole plates: I. Rolled

PROTOCOL No 1

concerning quantitative restrictions which Finland may retain

1. Notwithstanding Article 9 of the Agreement, Finland may retain quantitative restrictions on the products listed below:

Brussels Nomenclature heading No	Description
27.01	Coal; briquettes, ovoids and similar solid fuels manufactured from coal
27.04	Coke and semi-coke of coal, of lignite or of peat

2. The quantitative restrictions which Finland may retain in accordance with paragraph 1 of this Protocol shall be applied in such a way as to make it possible, so far as concerns the above products, for Community exporters to compete with other suppliers on fair and equal terms for a reasonable share of the Finnish market, account being taken of the normal development of trade.

PROTOCOL No 2

on provisions concerning commercial payments and credits

1. Notwithstanding Article 14 of the Agreement, Finland may retain in so far as the decision of the OECD Council of 23 July 1968 or any new decision to the same end remains in force, the restrictions concerning:

   — import credits directly related to commercial transactions granted by non-residents to residents for a period of more than six months;

   — credits directly related to commercial transactions granted by Finnish credit establishments to non-residents.

2. These exceptions shall be the subject of consultation within the Joint Committee, in particular if trade difficulties arise therefrom.

FINAL ACT

The representatives of:

THE KINGDOM OF BELGIUM,
THE KINGDOM OF DENMARK,
THE FEDERAL REPUBLIC OF GERMANY,
THE FRENCH REPUBLIC,
IRELAND,
THE ITALIAN REPUBLIC,
THE GRAND DUCHY OF LUXEMBOURG,
THE KINGDOM OF THE NETHERLANDS, and
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

being Member States of the European Coal and Steel Community, and of

THE EUROPEAN COAL AND STEEL COMMUNITY, and
THE REPUBLIC OF FINLAND,

assembled at Brussels,

for the signature of the Agreement between the Member States of the European Coal and Steel Community and the European Coal and Steel Community, of the one part, and the Republic of Finland, of the other part,

at the time of signature of this Agreement:

— have adopted the following declaration annexed to this Act:

interpretative Declaration concerning the meaning of the expression 'Contracting Parties' appearing in the Agreement,

— and have taken note of the declarations listed below and annexed to this Act:

1. declaration by the European Coal and Steel Community concerning Article 18(1) of the Agreement;

2. declaration by the Government of the Federal Republic of Germany concerning the application of the Agreement to Berlin.

Udfærdiget i Bruxelles,
Geschehen zu Brüssel,
Done at Brussels,
Fait à Bruxelles,
Fatto a Bruxelles,
Gedaan te Brussel,
Tehty Brysselissä

Pour le Royaume de Belgique
Voor het Koninkrijk België
J. VAN DER MEULEN

På Kongeriget Danmarks vegne
Niels ERSBØLL

Für die Bundesrepublik Deutschland
Eberhard BOEMKE

Pour la République française
E. BURIN DES ROSIERS

For Ireland
Brendan DILLON

Per la Repubblica italiana
BOMBASSEI DE VETTOR

Pour le Grand-Duché de Luxembourg
J. DONDELINGER

Voor het Koninkrijk der Nederlanden
SASSEN

For the United Kingdom of Great Britain and Northern Ireland
Michael PALLISER

På Kommissionen for De europæiske Fællesskabers vegne

Im Namen der Kommission der Europäischen Gemeinschaften

In the name of the Commission of the European Communities

Au nom de la Commission des Communautés européennes

A nome della Commissione delle Comunità Europee

Namens de Commissie der Europese Gemeenschappen

E. P. WELLENSTEIN

Suomen tasavallan puolesta

Pentti TALVITIE

DECLARATIONS

Interpretative Declaration concerning the meaning of the expression 'Contracting Parties' appearing in the Agreement

The Contracting Parties agree to interpret the Agreement in the sense that the expression 'Contracting Parties' appearing in the said Agreement means, on the one hand, the Community and the Member States, or solely the Member States or the Community and, on the other hand, Finland. The meaning to be given in each case to this expression will be deduced from the provisions in question of the Agreement and from the corresponding provisions of the Treaty establishing the European Coal and Steel Community.

Declaration by the European Coal and Steel Community concerning Article 18 (1) of the Agreement

The European Coal and Steel Community declares that in the context of the autonomous implementation of Article 18 (1) of the Agreement it will assess any practices contrary to this Article on the basis of criteria arising from the application of the rules of Articles 4 (c), 65 and 66 (7) of the Treaty establishing the European Coal and Steel Community.

Declaration by the Government of the Federal Republic of Germany concerning the application of the Agreement to Berlin

The Agreement is also applicable to Land Berlin, in so far as the Government of the Federal Republic of Germany does not make a declaration to the contrary within three months of the entry into force of the Agreement.

the AGREEMENT between the Member States of the European Coal and Steel Community and the European Coal and Steel Community, of the one part, and the Republic of Finland, of the other part (1)

Contracting Parties	Date of signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force	Duration
ECSC and Member States	5.10.1973	n. 29.11.1974	1.1.1975	indefinite
FINLAND				

(1) OJ No L 348, 27.12.1974.

Agreement
between the ECSC and the Kingdom of Norway

AGREEMENT

between the Member States of the European Coal and Steel Community and the European Coal and Steel Community, of the one part, and the Kingdom of Norway, of the other part[1]

THE KINGDOM OF BELGIUM,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE FRENCH REPUBLIC,

IRELAND,

THE ITALIAN REPUBLIC,

THE GRAND DUCHY OF LUXEMBOURG,

THE KINGDOM OF THE NETHERLANDS,

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

being members of the European Coal and Steel Community, and

THE EUROPEAN COAL AND STEEL COMMUNITY,

of the one part, and

THE KINGDOM OF NORWAY,

of the other part,

WHEREAS the European Economic Community and the Kingdom of Norway are concluding an Agreement concerning the sectors covered by that Community,

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[1] OJ No L 348, 27.12.1974.

PURSUING the same objectives and desiring to find like solutions for the sector covered by the European Coal and Steel Community,

HAVE DECIDED, in pursuit of these objectives and considering that no provision of this Agreement may be interpreted as exempting the Contracting Parties from the obligations which are incumbent upon them under other international agreements,

TO CONCLUDE THIS AGREEMENT:

Article 1

This Agreement shall apply to products covered by the European Coal and Steel Community which are specified in the Annex and originate in that Community or the Kingdom of Norway.

Article 2

1. No new customs duty on imports shall be introduced in trade between the Community and Norway.

2. Customs duties on imports shall be progressively abolished in accordance with the following timetable:

(a) on the date of entry into force of the Agreement each duty shall be reduced to 80% of the basic duty;

(b) four further reductions of 20% each shall be made on:

1 January 1974;
1 January 1975;
1 January 1976;
1 July 1977.

Article 3

1. The provisions concerning the progressive abolition of customs duties on imports shall also apply to customs duties of a fiscal nature.

The Contracting Parties may replace a customs duty of a fiscal nature or the fiscal element of a customs duty by an internal tax.

2. Denmark, Ireland and the United Kingdom may retain until 1 January 1976 a customs duty of a fiscal nature or the fiscal element of a customs duty in the event of implementation of Article 38 of the Act concerning the conditions of accession and the adjustments to the Treaties.

Article 4

1. The basic duty to which the successive reductions provided for in Article 2 and the Protocol are to be applied shall, for each product, be the duty actually applied on 1 January 1972.

2. The reduced duties calculated in accordance with Article 2 and the Protocol shall be applied rounded to the first decimal place.

Subject to the application by the Community of Article 39 (5) of the Act concerning the conditions of accession and the adjustments to the Treaties, as regards the specific duties or the specific part of the mixed duties in the Irish Customs Tariff, Article 2 and the Protocol shall be applied, with rounding to the fourth decimal place.

Article 5

1. No new charge having an effect equivalent to a customs duty on imports shall be introduced in trade between the Community and Norway.

2. Charges having an effect equivalent to customs duties on imports introduced on or after 1 January 1972 in trade between the Community and Norway shall be abolished upon the entry into force of the Agreement.

Any charge having an effect equivalent to a customs duty on imports, the rate of which on 31 December 1972 is higher than that actually applied on 1 January 1972, shall be reduced to the latter rate upon the entry into force of the Agreement.

3. Charges having an effect equivalent to customs duties on imports shall be progressively abolished in accordance with the following timetable:

(a) by 1 January 1974 at the latest each charge shall be reduced to 60% of the rate applied on 1 January 1972;

(b) three further reductions of 20% each shall be made on:

1 January 1975;
1 January 1976;
1 July 1977.

Article 6

No customs duty on exports or charge having equivalent effect shall be introduced in trade between the Community and Norway.

Customs duties on exports and charges having equivalent effect shall be abolished not later than 1 January 1974.

Article 7

The Protocol lays down the tariff treatment and arrangements applicable to certain products.

Article 8

The provisions determining the rules of origin for the application of the Agreement between the European Economic Community and the Kingdom of Norway signed this same day shall also be applicable to this Agreement.

Article 9

A Contracting Party which is considering the reduction of the effective level of its duties or charges having equivalent effect applicable to third countries benefiting from most-favoured-nation treatment, or which is considering the suspension of their application, shall, as far as may be practicable, notify the Joint Committee not less than 30 days before such reduction or suspension comes into effect. It shall take note of any representations by the other Contracting Party regarding any distortions which might result therefrom.

Article 10

1. No new quantitative restriction on imports or measure having equivalent effect shall be introduced in trade between the Community and Norway.

2. Quantitative restrictions on imports shall be abolished on the date of entry into force of the Agreement and any measures having an effect equivalent to quantitative restrictions on imports shall be abolished not later than 1 January 1975.

Article 11

From 1 July 1977 products originating in Norway may not enjoy more favourable treatment when imported into the Community than that applied by the Member States of the Community between themselves.

Article 12

The Agreement shall not modify the provisions of the Treaty establishing the European Coal and Steel Community or the powers and jurisdiction deriving therefrom.

Article 13

The Agreement shall not preclude the maintenance or establishment of customs unions, free trade areas or arrangements for frontier trade, except in so far as they alter the trade arrangements provided for in the Agreement, in particular the provisions concerning rules of origin.

Article 14

The Contracting Parties shall refrain from any measure or practice of an internal fiscal nature establishing, whether directly or indirectly, discrimination between the products of one Contracting Party and like products originating in the territory of the other Contracting Party.

Products exported to the territory of one of the Contracting Parties may not benefit from repayment of internal taxation in excess of the amount of direct or indirect taxation imposed on them.

Article 15

Payments relating to trade in goods and the transfer of such payments to the Member State of the Community in which the creditor is resident or to Norway shall be free from any restrictions.

The Contracting Parties shall refrain from any exchange or administrative restriction on the grant, repayment or acceptance of short- and

medium-term credits covering commercial transactions in which a resident participates.

Article 16

The Agreement shall not preclude prohibitions or restrictions on imports, exports or goods in transit justified on grounds of public morality, law and order or public security, the protection of life and health of humans, animals or plants, the protection of national treasures of artistic, historic or archaeological value, or the protection of industrial and commercial property. Such prohibitions or restrictions must not, however, constitute a means of arbitrary discrimination or a disguised restriction on trade between the Contracting Parties.

Article 17

Nothing in the Agreement shall prevent a Contracting Party from taking any measures:

(a) which it considers necessary to prevent the disclosure of information contrary to its essential security interests;

(b) which relate to trade in arms, munitions or war materials or to research, development or production indispensable for defence purposes, provided that such measures do not impair the conditions of competition in respect of products not intended for specifically military purposes;

(c) which it considers essential to its own security in time of war or serious international tension.

Article 18

1. The Contracting Parties shall refrain from any measure likely to jeopardize the fulfilment of the objectives of the Agreement.

2. They shall take any general or specific measures required to fulfil their obligations under the Agreement.

If either Contracting Party considers that the other Contracting Party has failed to fulfil an obligation under the Agreement, it may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 19

1. The following are incompatible with the proper functioning of the Agreement in so far as they may affect trade between the Community and Norway:

(i) all agreements between undertakings, decisions by associations of undertakings and concerted practices between undertakings which have as their object or effect the prevention, restriction or distortion of competition as regards the production of or trade in goods;

(ii) abuse by one or more undertakings of a dominant position in the territories of the Contracting Parties as a whole or in a substantial part thereof;

(iii) any public aid which distorts or threatens to distort competition by favouring certain undertakings or the production of certain goods.

2. Should a Contracting Party consider that a given practice is incompatible with this Article, it may take appropriate measures under the the conditions and in accordance with the procedures laid down in Article 24.

Article 20

1. The Community shall extend, for products of Chapter 73 of the Brussels Nomenclature covered by the Agreement, the application of Article 60 of the Treaty establishing the European Coal and Steel Community and of the implementing decisions thereto to sales of undertakings falling within its jurisdiction to the territory of Norway, while ensuring to this end adequate transparency of freight rates for deliveries to the territory of Norway.

2. In the matter of prices, Norway shall ensure for deliveries of products of Chapter 73 of the Brussels Nomenclature covered by this Agreement,

by undertakings subject to its jurisdiction, both in the territory of Norway and to the common market:

— observance of the prohibition on unfair competition;

— observance of the principles of non-discrimination;

— disclosure of prices ex the chosen basing point and of conditions of sale;

— observance of the rules on alignment;

while ensuring to this end adequate transparency of freight rates.

Norway shall take the measures required continually to achieve the same effects as those produced by the implementing decisions taken by the Community in this matter.

As regards deliveries to the Common Market, Norway shall also ensure observance of decisions by the Community prohibiting alignment on quotations from certain third countries, having regard to the transitional provisions concerning the accession of Denmark to the Community.

As regards deliveries to the Irish market, Norway shall furthermore ensure observance of the transitional provisions applying to the accession of Ireland to the Community and limiting the possibilities of alignment on this market.

The Community has provided Norway with a list of decisions implementing Article 60 and *ad hoc* decisions concerning the prohibition on alignment and with the text of the transitional provisions concerning the Danish and Irish markets. It will also inform Norway immediately if any change in the decisions referred to above is adopted.

3. (a) As regards point (c) in paragraph 2, Norway may, for deliveries made in the territory of Norway, authorize the iron and steel undertakings falling within its jurisdiction to charge delivery prices by destination without reference to the chosen basing point. In this case, Norway shall ensure disclosure by those undertakings of the selling prices by destination and of the conditions of sale.

(b) In observance of the principle of non-discrimination set out in point (b) of paragraph 2, the delivery prices by destination must be compatible with and consistent with the prices ex the chosen basing point for deliveries in the territory of the European Coal and Steel Community.

4. If the offers made by Norwegian undertakings are detrimental or liable to be so to the proper functioning of the Community market or if the offers made by Community undertakings are detrimental or liable to be so to the proper functioning of the Norwegian market and if any such detriment is attributable to differential application of the rules established under paragraphs 1, 2 and 3 or to breach of those rules by the undertakings in question, the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 21

Where an increase in imports of a given product is or is likely to be seriously detrimental to any production activity carried on in the territory of one of the Contracting Parties and where this increase is due to

— the partial or total reduction in the importing Contracting Party, as provided for in the Agreement, of customs duties and charges having equivalent effect levied on the product in question; and

— the fact that the duties or charges having equivalent effect levied by the exporting Contracting Party on imports of raw materials or intermediate products used in the manufacture of the product in question are significantly lower than the corresponding duties or charges levied by the importing Contracting Party;

the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 22

If one of the Contracting Parties finds that dumping is taking place in trade with the other Contracting Party, it may take appropriate measures against this practice in accordance with the provisions of the Agreement

on implementation of Article VI of the General Agreement on tariffs and trade, under the conditions and in accordance with the procedures laid down in Article 24.

Article 23

If scrious disturbances arise in any sector of the economy or if difficulties arise which could bring about serious deterioration in the economic situation of a region, the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 24

1. In the event of a Contracting Party subjecting imports of products liable to give rise to the difficulties referred to in Articles 21 and 23 to an administrative procedure, the purpose of which is to provide rapid information on the trend of trade flows, it shall inform the other Contracting Party.

2. In the cases specified in Articles 18 to 23, before taking the measures provided for therein or, in cases to which paragraph 3 (e) applies, as soon as possible, the Contracting Party in question shall supply the Joint Committee with all relevant information required for a thorough examination of the situation with a view to seeking a solution acceptable to the Contracting Parties.

In the selection of measures, priority must be given to those which least disturb the functioning of the Agreement.

The safeguard measures shall be notified immediately to the Joint Committee and shall be the subject of periodical consultations within the Committee, particularly with a view to their abolition as soon as circumstances permit.

3. For the implementation of paragraph 2, the following provisions shall apply:

(a) As regards Article 19, either Contracting Party may refer the matter to the Joint Committee if it considers that a given practice is incompatible with the proper functioning of the Agreement within the meaning of Article 19 (1).

The Contracting Parties shall provide the Joint Committee with all relevant information and shall give it the assistance it requires in

order to examine the case and, where appropriate, to eliminate the practice objected to.

If the Contracting Party in question fails to put an end to the practice objected to within the period fixed by the Joint Committee, or in the absence of agreement in the Joint Committee within three months of the matter being referred to it, the Contracting Party concerned may adopt any safeguard measures it considers necessary to deal with the serious difficulties resulting from the practice in question; in particular it may withdraw tariff concessions.

(b) As regards Article 20, the Contracting Parties shall provide the Joint Committee with all relevant information and shall give it the assistance it requires in order to examine the case and, where appropriate, to consider an appropriate sanction for the practice in question.

In the absence of agreement within the Joint Committee or, according to the case, if no satisfactory sanction is imposed on the undertaking at fault, the Contracting Party concerned may take the measures it considers necessary to deal both with the difficulties resulting from differences in application or from infringement and with the risk of distortion of competition. These measures may in particular take the form of withdrawal of tariff concessions and release of the undertakings concerned from the commitment to comply with price rules in their dealings on the other Contracting Party's market.

The safeguard measures shall be notified immediately to the Joint Committee and shall be the subject of periodical consultations within that Committee, particularly with a view to their abolition as soon as circumstances permit.

In urgent cases, the Contracting Party concerned may make a direct request to the other Contracting Party:

— to put an immediate stop to the practice objected to,

— to take steps to impose a sanction on the undertaking at fault.

If the Contracting Party concerned does not consider that the matter has been settled satisfactorily, it may initiate the procedure provided for within the Joint Committee.

(c) As regards Article 21, the difficulties arising from the situation referred to in that Article shall be referred for examination to the Joint Committee, which may take any decision needed to put an end to such difficulties.

If the Joint Committee or the exporting Contracting Party has not taken a decision putting an end to the difficulties within thirty days of the matter being referred, the importing Contracting Party is authorized to levy a compensatory charge on the product imported.

The compensatory charge shall be calculated according to the incidence on the value of the goods in question of the tariff disparities in respect of the raw materials or intermediate products incorporated therein.

(d) As regards Article 22, consultation in the Joint Committee shall take place before the Contracting Party concerned takes the appropriate measures.

(e) Where exceptional circumstances requiring immediate action make prior examination impossible, the Contracting Party concerned may, in the situations specified in Articles 21, 22 and 23 and also in the case of export aids having a direct and immediate incidence on trade, apply forthwith the precautionary measures strictly necessary to deal with the situation.

Article 25

Where one or more Member States of the Community or Norway is in difficulties or is seriously threatened with difficulties as regards its balance of payments, the Contracting Party concerned may take the necessary safeguard measures. It shall inform the other Contracting Party forthwith.

Article 26

1. A Joint Committee is hereby established, which shall be responsible for the administration of the Agreement and shall ensure its proper implementation. For this purpose, it shall make recommendations and take decisions in the cases provided for in the Agreement. These decisions shall be put into effect by the Contracting Parties in accordance with their own rules.

2. For the purpose of the proper implementation of the Agreement, the Contracting Parties shall exchange information and, at the request of either Party, shall hold consultations within the Joint Committee.

3. The Joint Committee shall adopt its own rules of procedure.

Article 27

1. The Joint Committee shall consist of representatives of the Contracting Parties.

2. The Joint Committee shall act by mutual agreement.

Article 28

1. Each Contracting Party shall preside in turn over the Joint Committee, in accordance with the arrangements to be laid down in its rules of procedure.

2. The Chairman shall convene meetings of the Joint Committee at least once a year in order to review the general functioning of the Agreement.

The Joint Committee shall, in addition, meet whenever special circumstances so require, at the request of either Contracting Party, in accordance with the conditions to be laid down in its rules of procedure.

3. The Joint Committee may decide to set up any working party that can assist it in carrying out its duties.

Article 29

1. Where a Contracting Party considers that it would be useful in the common interest of the Contracting Parties to develop the relations established by the Agreement by extending them to fields not covered thereby, it shall submit a reasoned request to the other Contracting Party.

The Contracting Parties may instruct the Joint Committee to examine this request and, where appropriate, to make recommendations to them, particularly with a view to opening negotiations.

These recommendations may, where appropriate, aim at the attainment of a concerted harmonization, provided that the autonomy of decision of the Contracting Parties is not impaired.

2. The agreements resulting from the negotiations referred to in paragraph 1 will be subject to ratification or approval by the Contracting Parties in accordance with their own procedures.

Article 30

The Annex and the Protocol to the Agreement shall form an integral part thereof.

Article 31

Any Contracting Party may denounce the Agreement by notifying the other Contracting Party. The Agreement shall cease to be in force twelve months after the date of such notification.

Article 32

The Agreement shall apply, on the one hand, to the territories to which the Treaty establishing the European Coal and Steel Community applies upon the terms laid down in that Treaty and, on the other, to the territory of the Kingdom of Norway.

Article 33

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

This Agreement will be approved by the Contracting Parties in accordance with their own procedures.

It shall enter into force on 1 July 1973, provided that the Contracting Parties have notified each other before that date that the procedures necessary to this end have been completed.

After that date this Agreement shall enter into force on the first day of the second month following such notification. The final date for such notification shall be 30 November 1974.

Udfærdiget i Bruxelles, den fjortende maj nitten hundrede og treoghalvfjerds.

Geschehen zu Brüssel am vierzehnten Mai neunzehnhundertdreiundsiebzig.

Done at Brussels on this fourteenth day of May in the year one thousand nine hundred and seventy-three.

Fait à Bruxelles, le quatorze mai mil neuf cent soixante-treize.

Fatto a Bruxelles, addì quattordici maggio millenovecentosettantatré.

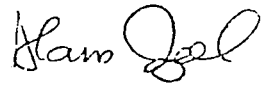
Gedaan te Brussel, veertien mei negentienhonderd drieënzeventig.

Utferdiget i Brussel, fjortende mai nitten hundre og syttitre.

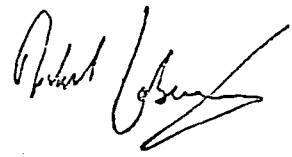
Pour le Royaume de Belgique
Voor het Koninkrijk België

På Kongeriget Danmarks vegne

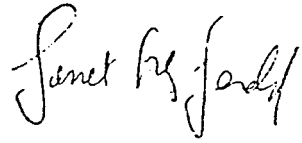
Für die Bundesrepublik Deutschland



Pour la République française



For Ireland



Per la Repubblica italiana

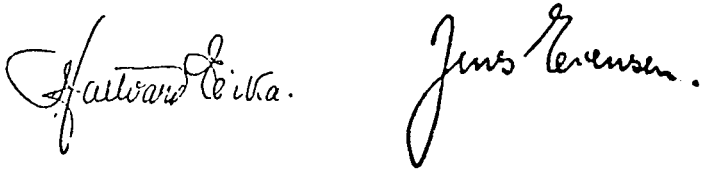
Pour le Grand-Duché de Luxembourg

Voor het Koninkrijk der Nederlanden

For the United Kingdom of Great Britain and Northern Ireland

På Kommissionen for De europæiske Fællesskabers vegne
Im Namen der Kommission der Europäischen Gemeinschaften
In the name of the Commission of the European Communities
Au nom de la Commission des Communautés européennes
A nome della Commissione delle Comunità Europee
Namens de Commissie der Europese Gemeenschappen

For Kongeriket Norge



ANNEX

List of products referred to in Article 1 of the Agreement

Brussels Nomenclature heading No	Description
26.01	Metallic ores and concentrates and roasted iron pyrites: A. Iron ores and concentrates and roasted iron pyrites: II. Other B. Manganese ores and concentrates, including manganiferous iron ores and concentrates with a manganese content of 20% or more by weight
26.02	Slag, dross, scalings and similar waste from the manufacture of iron or steel: A. Blast-furnace dust
27.01	Coal; briquettes, ovoids and similar solid fuels manufactured from coal
27.02	Lignite, whether or not agglomerated
27.04	Coke and semi-coke of coal, of lignite or of peat: A. Of coal: II. Other B. Of lignite
73.01	Pig iron, cast iron and spiegeleisen, in pigs, blocks, lumps and similar forms
73.02	Ferro-alloys: A. Ferro-manganese: I. Containing more than 2% by weight of carbon (high-carbon ferro-manganese)
73.03	Waste and scrap-metal of iron or steel
73.05	Iron or steel powders; sponge iron or steel: B. Sponge iron or steel
73.06	Puddled bars and pilings; ingots, blocks, lumps and similar forms, of iron or steel
73.07	Blooms, billets, slabs and sheet bars (including tinplate bars), of iron or steel; pieces roughly shaped by forging, of iron or steel: A. Blooms and billets: I. Rolled B. Slabs and sheet bars (including tinplate bars): I. Rolled
73.08	Iron or steel coils for re-rolling
73.09	Universal plates of iron or steel
73.10	Bars and rods (including wire rod), of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished (including precision-made); hollow mining-drill steel: A. Not further worked than hot-rolled or extruded

Brussels Nomenclature heading No	Description
73.10 (*cont'd*)	D. Clad or surface-worked (for example, polished, coated): I. Not further worked than clad: (a) Hot-rolled or extruded
73.11	Angles, shapes and sections, of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished; sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements: A. Angles, shapes and sections: I. Not further worked than hot-rolled or extruded IV. Clad or surface-worked (for example, polished, coated): (a) Not further worked than clad: 1. Hot-rolled or extruded B. Sheet piling
73.12	Hoop and strip, of iron or steel, hot-rolled or cold-rolled: A. Not further worked than hot-rolled B. Not further worked than cold-rolled: I. In coils for the manufacture of tinplate (a) C. Clad, coated or otherwise surface-treated: III. Tinned: (a) Tinplate V. Other (for example, copper-plated, artificially oxidized, lacquered, nickel-plated, varnished, clad, parkerized, printed): (a) Not further worked than clad: 1. Hot-rolled
73.13	Sheets and plates, of iron or steel, hot-rolled or cold-rolled: A. 'Electrical' sheets and plates: B. Other sheets and plates: I. Not further worked than hot-rolled II. Not further worked than cold-rolled, of a thickness of: (b) More than 1 mm but less than 3 mm (c) 1 mm or less III. Not further worked than burnished, polished or glazed IV. Clad, coated or otherwise surface-treated: (b) Tinned: 1. Tinplate 2. Other (c) Zinc-coated or lead-coated (d) Other for example, copper-plated, artificially oxidized, lacquered, nickel-plated, varnished, clad, parkerized, printed) V. Otherwise shaped or worked: (a) Cut into shapes other than rectangular shapes, but not further worked: 2. Other

(a) Entry under this subheading is subject to conditions to be determined by the competent authorities.

Brussels Nomenclature heading No	Description
73.15	Alloy steel and high-carbon steel in the forms mentioned in headings Nos 73.06 to 73.14: A. High-carbon steel: I. Ingots, blooms, billets, slabs and sheet bars: (b) Other III. Coils for re-rolling IV. Universal plates V. Bars and rods (including wire rod) and hollow mining-drill steel; angles, shapes and sections: (b) Not further worked than hot-rolled or extruded (d) Clad or surface-worked (for example, polished, coated): 1. Not further worked than clad: (aa) Hot-rolled or extruded VI. Hoop and strip: (a) Not further worked than hot-rolled (c) Clad, coated or otherwise surface-treated: 1. Not further worked than clad: (aa) Hot-rolled VII. Sheets and plates: (a) Not further worked than hot-rolled (b) Not further worked than cold-rolled, of a thickness of: 2. Less than 3 mm (c) Polished, clad, coated or otherwise surface-treated (d) Otherwise shaped or worked: 1. Cut into shapes other than rectangular shapes, but not further worked B. Alloy steel: I. Ingots, blooms, billets, slabs and sheet bars: (b) Other III. Coils for re-rolling IV. Universal plates V. Bars and rods (including wire rod) and hollow mining-drill steel; angles, shapes and sections: (b) Not further worked than hot-rolled or extruded (d) Clad or surface-worked (for example, polished, coated): I. Not further worked than clad: (aa) Hot-rolled or extruded VI. Hoop and strip: (a) Not further worked than hot-rolled (c) Clad, coated or otherwise surface-treated: 1. Not further worked than clad: (aa) Hot rolled VII. Sheets and plates: (a) 'Electrical' sheets and plates (b) Other sheets and plates: 1. Not further worked than hot-rolled 2. Not further worked than cold-rolled, of a thickness of (bb) Less than 3 mm 3. Polished, clad, coated or otherwise surface-treated 4. Otherwise shaped or worked: (aa) Cut into shapes other than rectangular shapes, but not further worked

Brussels Nomenclature heading No	Description
73.16	Railway and tramway track construction material of iron or steel, the following: rails, check-rails, switch blades, crossings (or frogs), crossing pieces, point rods, rack rails, sleepers, fish-plates, chairs, chair wedges, sole plates (base plates), rail clips, bedplates, ties and other material specialized for joining or fixing rails: A. Rails: II. Other B. Check-rails C. Sleepers D. Fish-plates and sole plates: I. Rolled

PROTOCOL

concerning the treatment applicable to certain products

Article 1

Customs duties on imports into the Community as originally constituted and into Ireland of the following product:

CCT heading No	Description
73.02	Ferro-alloys: A. Ferro-manganese: I. Containing more than 2% by weight of carbon (high carbon ferro-manganese)

shall be progressively reduced to the following levels in accordance with the following timetable:

Timetable	Percentage of basic duties applicable
on the date of entry into force of the Agreement	95
1 January 1974	90
1 January 1975	85
1 January 1976	75
1 January 1977	60
1 January 1978	40
1 January 1979	20
1 January 1980	0

Article 2

1. For the product mentioned in Article 1 the Community and its Member States reserve the right to introduce an annual indicative ceiling above which the customs duties applicable in respect of third countries may be re-introduced.

2. Should such a ceiling be introduced the following provisions shall apply:

(a) The levy of the ceiling will be equal to the average amount of imports into the Community over the past four years for which statistics are available, increased by 5%; for the following years, the level of the ceiling shall be raised annually by 5%.

(b) Should, for two successive years, imports of the product subject to a ceiling be less than 90% of the level fixed, the Community and its Member States shall suspend the application of the ceiling.

(c) In the event of short-term economic difficulties, the Community and its Member States reserve the right, after consultation within the Joint Committee, to maintain for a year the level fixed for the preceding year.

(d) On 1 December each year the Community and its Member States shall notify to the Joint Committee the level of the ceiling for the following year.

(e) Notwithstanding Article 2 of the Agreement and Article 1 of this Protocol, when the ceiling fixed for imports of the product covered by this Protocol is reached, Common Customs Tariff duties on imports of the product in question may be reimposed until the end of the calendar year.

In this event, prior to 1 July 1977:

— Denmark and the United Kingdom shall reimpose customs duties as follows:

Years	Percentage of Common Customs Tariff duties applicable
1974	40
1975	60
1976	80

— Ireland shall reimpose customs duties applicable to third countries.

The customs duties specified in Article 1 of this Protocol shall be reimposed on 1 January of the following year.

(f) After 1 July 1977 the Contracting Parties shall examine within the Joint Committee the possibility of revising the percentage by which the level of the ceiling is raised, having regard to the trend of consumption and imports in the Community and to experience gained in applying this Article.

(g) The ceiling shall be abolished at the end of the tariff dismantling periods provided for in Article 1 of this Protocol.

FINAL ACT

The representatives of:

THE KINGDOM OF BELGIUM,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE FRENCH REPUBLIC,

IRELAND,

THE ITALIAN REPUBLIC,

THE GRAND DUCHY OF LUXEMBOURG,

THE KINGDOM OF THE NETHERLANDS, and

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

being Member States of the European Coal and Steel Community, and of

THE EUROPEAN COAL AND STEEL COMMUNITY, and

THE KINGDOM OF NORWAY,

assembled at Brussels on this fourteenth day of May in the year one thousand nine hundred and seventy-three,

for the signature of the Agreement between the Member States of the European Coal and Steel Community and the European Coal and Steel Community, of the one part, and the Kingdom of Norway, of the other part,

at the time of signature of this Agreement:

— have adopted the following declaration annexed to this Act:

Interpretative Declaration concerning the meaning of the expression 'Contracting Parties' appearing in the Agreement,

— and have taken note of the declarations listed below and annexed to this Act:

1. declaration by the European Coal and Steel Community concerning Article 19 (1) of the Agreement;
2. declaration by the Government of the Federal Republic of Germany concerning the application of the Agreement to Berlin.

Udfærdiget i Bruxelles, den fjortende maj nitten hundrede og treoghalvfjerds.

Geschehen zu Brüssel am vierzehnten Mai neunzehnhundertdreiundsiebzig.

Done at Brussels on this fourteenth day of May in the year one thousand nine hundred and seventy-three.

Fait à Bruxelles, le quatorze mai mil neuf cent soixante-treize.

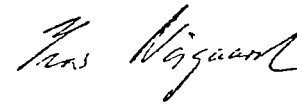
Fatto a Bruxelles, addì quattordici maggio millenovecentosettantatré.

Gedaan te Brussel, veertien mei negentienhonderd drieënzeventig.

Utferdiget i Brussel, fjortende mai nitten hundre og syttitre.

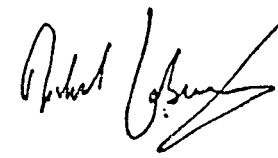
Pour le Royaume de Belgique
Voor het Koninkrijk België

På Kongeriget Danmarks vegne

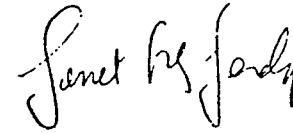


Für die Bundesrepublik Deutschland

Pour la République française



For Ireland



Per la Repubblica italiana

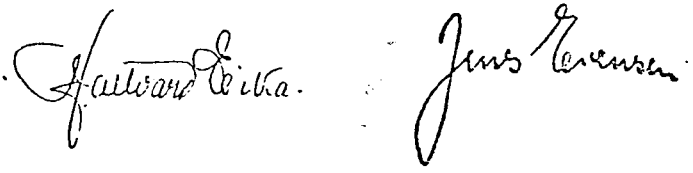
Pour le Grand-Duché de Luxembourg

Voor het Koninkrijk der Nederlanden

For the United Kingdom of Great Britain and Northern Ireland

På Kommissionen for De europæiske Fællesskabers vegne
Im Namen der Kommission der Europäischen Gemeinschaften
In the name of the Commission of the European Communities
Au nom de la Commission des Communautés européennes
A nome della Commissione delle Comunità Europee
Namens de Commissie der Europese Gemeenschappen

For Kongeriket Norge



DECLARATIONS

Interpretative Declaration concerning the meaning of the expression 'Contracting Parties' appearing in the Agreement

The Contracting Parties agree to interpret the Agreement in the sense that the expression 'Contracting Parties' appearing in the said Agreement means, on the one hand, the Community and the Member States, or solely the Member States or the Community and, on the other hand, Norway. The meaning to be given in each case to this expression will be deduced from the provisions in question of the Agreement and from the corresponding provisions of the Treaty establishing the European Coal and Steel Community.

Declaration by the European Coal and Steel Community concerning Article 19 (1) of the Agreement

The European Coal and Steel Community declares that in the context of the autonomous implementation of Article 19 (1) of the Agreement it will assess any practices contrary to this Article on the basis of criteria arising from the application of the rules of Articles 4 (c), 65, and 66 (7) of the Treaty establishing the European Coal and Steel Community.

Declaration by the Government of the Federal Republic of Germany concerning the application of the Agreement to Berlin

The Agreement is also applicable to Land Berlin, in so far as the Government of the Federal Republic of Germany does not make a declaration to the contrary within three months of the entry into force of the Agreement.

INFORMATION CONCERNING

the AGREEMENT between the Member States of the European Coal and Steel Community and the European Coal and Steel Community, of the one part, and the Kingdom of Norway, of the other part (1)

Contracting Parties	Date of signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force	Duration
ECSC and Member States NORWAY	14.5.1973	n. 29.11.1974	1.1.1975	indefinite

(1) OJ No L 348, 27.12.1974.

Agreement
between the ECSC and the Kingdom of Sweden

AGREEMENT

between the Member States of the European Coal and Steel Community and the European Coal and Steel Community, of the one part, and the Kingdom of Sweden, of the other part[1]

THE KINGDOM OF BELGIUM,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE FRENCH REPUBLIC,

IRELAND,

THE ITALIAN REPUBLIC,

THE GRAND DUCHY OF LUXEMBOURG,

THE KINGDOM OF THE NETHERLANDS,

THE KINGDOM OF NORWAY and

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

being members of the European Coal and Steel Community, and

THE EUROPEAN COAL AND STEEL COMMUNITY,

of the one part, and

THE KINGDOM OF SWEDEN,

of the other part,

---

(1) OJ No L 350, 19.12.1973.

WHEREAS the European Economic Community and the Kingdom of Sweden are concluding an Agreement concerning the sectors covered by that Community,

PURSUING the same objectives and desiring to find like solutions for the sector covercd by the European Coal and Steel Community,

HAVE DECIDED, in pursuit of these objectives and considering that no provision of this Agreement may be interpreted as exempting the Contracting Parties from thc obligations which are incumbent upon them under other international agreements,

TO CONCLUDE THIS AGREEMENT:

Article 1

This Agreement shall apply to products covered by the European Coal and Steel Community which are specified in the Annex and originate in that Community or the Kingdom of Sweden.

Article 2

1. No new customs duty on imports shall be introduced in trade between the Community and Sweden.

2. Customs duties on imports shall be progressively abolished in accordance with the following timetable:

(a) on 1 April 1973 each duty shall be reduced to 80% of the basic duty;

(b) four further reductions of 20% each shall be made on:

1 January 1974;
1 January 1975;
1 January 1976;
1 July 1977.

Article 3

1. The provisions concerning the progressive abolition of customs duties on imports shall also apply to customs duties of a fiscal nature.

The Contracting Parties may replace a customs duty of a fiscal nature or the fiscal element of a customs duty by an internal tax.

2. Denmark, Ireland, Norway and the United Kingdom may retain until 1 January 1976 a customs duty of a fiscal nature or the fiscal element of a customs duty in the event of implementation of Article 38 of the 'Act concerning the Conditions of Accession and the Adjustments to the Treaties' drawn up and adopted within the Conference between the European Communities and the Kingdom of Denmark, Ireland, the Kingdom of Norway and the United Kingdom of Great Britain and Northern Ireland.

Article 4

1. The basic duty to which the successive reductions provided for in Article 2 and the Protocol are to be applied shall, for each product, be the duty actually applied on 1 January 1972.

2. The reduced duties calculated in accordance with Article 2 and the Protocol shall be applied rounded to the first decimal place.

Subject to the application by the Community of Article 39(5) of the 'Act concerning the Conditions of Accession and the Adjustments to the Treaties' drawn up and adopted within the Conference between the European Communities and the Kingdom of Denmark, Ireland, the Kingdom of Norway and the United Kingdom of Great Britain and Northern Ireland, as regards the specific duties or the specific part of the mixed duties in the Irish Customs Tariff, Article 2 and the Protocol shall be applied, with rounding to the fourth decimal place.

Article 5

1. No new charge having an effect equivalent to a customs duty on imports shall be introduced in trade between the Community and Sweden.

2. Charges having an effect equivalent to customs duties on imports introduced on or after 1 January 1972 in trade between the Community and Sweden shall be abolished upon the entry into force of the Agreement.

Any charge having an effect equivalent to a customs duty on imports, the rate of which on 31 December 1972 is higher than that actually applied on 1 January 1972, shall be reduced to the latter rate upon the entry into force of the Agreement.

3. Charges having an effect equivalent to customs duties on imports shall be progressively abolished in accordance with the following time-table:

(a) by 1 January 1974 at the latest each charge shall be reduced to 60% of the rate applied on 1 January 1972;

(b) three further reductions of 20% each shall be made on:

1 January 1975;
1 January 1976;
1 July 1977.

Article 6

No customs duty on exports or charge having equivalent effect shall be introduced in trade between the Community and Sweden.

Customs duties on exports and charges having equivalent effect shall be abolished not later than 1 January 1974.

Article 7

The Protocol lays down the tariff treatment and arrangements applicable to certain products.

Article 8

The provisions determining the rules of origin for the application of the Agreement between the European Economic Community and the Kingdom of Sweden signed this same day shall also be applicable to this Agreement.

Article 9

A Contracting Party which is considering the reduction of the effective level of its duties or charges having equivalent effect applicable to third countries benefiting from most-favoured-nation treatment, or which is considering the suspension of their application, shall, as far as may be practicable, notify the Joint Committee not less than thirty days before such reduction or suspension comes into effect. It shall take note of any

representations by the other Contracting Party regarding any distortions which might result therefrom.

Article 10

1. No new quantitative restriction on imports or measure having equivalent effect shall be introduced in trade between the Community and Sweden.

2. Quantitative restrictions on imports shall be abolished on 1 January 1973 and any measures having an effect equivalent to quantitative restrictions on imports shall be abolished not later than 1 January 1975.

Article 11

From 1 July 1977 products originating in Sweden may not enjoy more favourable treatment when imported into the Community than that applied by the Member States of the Community between themselves.

Article 12

The Agreement shall not modify the provisions of the Treaty establishing the European Coal and Steel Community or the powers and jurisdiction deriving therefrom.

Article 13

The Agreement shall not preclude the maintenance or establishment of customs unions, free trade areas or arrangements for frontier trade, except in so far as they alter the trade arrangements provided for in the Agreement, in particular the provisions concerning rules of origin.

Article 14

The Contracting Parties shall refrain from any measure or practice of an internal fiscal nature establishing, whether directly or indirectly, discrimination between the products of one Contracting Party and like products originating in the territory of the other Contracting Party.

Products exported to the territory of one of the Contracting Parties may not benefit from repayment of internal taxation in excess of the amount of direct or indirect taxation imposed on them.

Article 15

Payments relating to trade in goods and the transfer of such payments to the Member State of the Community in which the creditor is resident or to Sweden shall be free from any restrictions.

The Contracting Parties shall refrain from any exchange or administrative restriction on the grant, repayment or acceptance of short- and medium-term credits covering commercial transactions in which a resident participates.

Article 16

The Agreement shall not preclude prohibitions or restrictions on imports, exports or goods in transit justified on grounds of public morality, law and order or public security, the protection of life and health of humans, animals or plants, the protection of national treasures of artistic, historic or archaeological value, or the protection of industrial and commercial property. Such prohibitions or restrictions must not, however, constitute a means of arbitrary discrimination or a disguised restriction on trade between the Contracting Parties.

Article 17

Nothing in the Agreement shall prevent a Contracting Party from taking any measures:

(a) which it considers necessary to prevent the disclosure of information contrary to its essential security interests;

(b) which relate to trade in arms, munitions or war materials or to research, development or production indispensable for defence purposes, provided that such measures do not impair the conditions of competition in respect of products not intended for specifically military purposes;

(c) which it considers essential to its own security in time of war or serious international tension.

Article 18

1. The Contracting Parties shall refrain from any measure likely to jeopardize the fulfilment of the objectives of the Agreement.

2. They shall take any general or specific measures required to fulfil their obligations under the Agreement.

If either Contracting Party considers that the other Contracting Party has failed to fulfil an obligation under the Agreement, it may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 19

1. The following are incompatible with the proper functioning of the Agreement in so far as they may affect trade between the Community and Sweden:

(i) all agreements between undertakings, decisions by associations of undertakings and concerted practices between undertakings which have as their object or effect the prevention, restriction or distortion of competition as regards the production of or trade in goods;

(ii) abuse by one or more undertakings of a dominant position in the territories of the Contracting Parties as a whole or in a substantial part thereof;

(iii) any public aid which distorts or threatens to distort competition by favouring certain undertakings or the production of certain goods.

2. Should a Contracting Party consider that a given practice is incompatible with this Article, it may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 20

1. The Community shall extend, for products of Chapter 73 of the Brussels Nomenclature covered by the Agreement, the application of Article 60 of the Treaty establishing the European Coal and Steel Community and of the implementing decisions thereto to sales of undertakings falling within its jurisdiction to the territory of Sweden, while ensuring to this end adequate transparency of freight rates for deliveries to the territory of Sweden.

2. In the matter of prices, Sweden shall ensure for deliveries of products of Chapter 73 of the Brussels Nomenclature covered by this Agreement, by undertakings subject to its jurisdiction, both in the territory of Sweden and to the Common Market:

(a) observance of the prohibition on unfair competition,

(b) observance of the principle of non-discrimination,

(c) disclosure of prices ex the chosen basing point and of conditions of sale,

(d) observance of the rules on alignment,

while ensuring to this end adequate transparency of freight rates.

Sweden shall take the measures required continually to achieve the same effects as those produced by the implementing decisions taken by the Community in this matter.

As regards deliveries to the Common Market, Sweden shall also ensure observance of decisions by the Community prohibiting alignment on quotations from certain third countries, having regard to the transitional provisions concerning the accession of Denmark and Norway to the Community.

As regards deliveries to the Irish market, Sweden shall furthermore ensure observance of the transitional provisions applying to the accession of Ireland to the Community and limiting the possibilities of alignment on this market.

The Community has provided Sweden with a list of decisions implementing Article 60 and *ad hoc* decisions concerning the prohibition alignment

and with the text of the transitional provisions concerning the Danish, Irish and Norwegian markets. It will also inform Sweden immediately if any change in the decisions referred to above is adopted.

3. If the offers made by Swedish undertakings are detrimental or liable to be so to the proper functioning of the Community market or if the offers made by Community undertakings are detrimental or liable to be so to the proper functioning of the Swedish market and if any such detriment is attributable to differential application of the rules established under paragraphs 1 and 2 or to breach of those rules by the undertakings in question, the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 21

Where an increase in imports of a given product is or is likely to be seriously detrimental to any production activity carried on in the territory of one of the Contracting Parties and where this increase is due to:

(i) the partial or total reduction in the importing Contracting Party, as provided for in the Agreement, of customs duties and charges having equivalent effect levied on the product in question; and

(ii) the fact that the duties or charges having equivalent effect levied by the exporting Contracting Party on imports of raw materials or intermediate products used in the manufacture of the product in question are significantly lower than the corresponding duties or charges levied by the importing Contracting Party;

the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 22

If one of the Contracting Parties finds that dumping is taking place in trade with the other Contracting Party, it may take appropriate measures against this practice in accordance with the provisions of the Agreement on Implementation of Article VI of the General Agreement on Tariffs

and Trade, under the conditions and in accordance with the procedures laid down in Article 24.

Article 23

If serious disturbances arise in any sector of the economy or if difficulties arise which could bring about serious deterioration in the economic situation of a region, the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 24.

Article 24

1 In the event of a Contracting Party subjecting imports of products liable to give rise to the difficulties referred to in Articles 21 and 23 to an administrative procedure, the purpose of which is to provide rapid information on the trend of trade flows, it shall inform the other Contracting Party.

2. In the cases specified in Articles 18 to 23, before taking the measures provided for therein or, in cases to which paragraph 3(e) applies, as soon as possible, the Contracting Party in question shall supply the Joint Committee with all relevant information required for a thorough examination of the situation with a view to seeking a solution acceptable to the Contracting Parties.

In the selection of measures, priority must be given to those which least disturb the functioning of the Agreement.

The safeguard measures shall be notified immediately to the Joint Committee and shall be the subject of periodical consultations within the Committee, particularly with a view to their abolition as soon as circumstances permit.

3. For the implementation of paragraph 2, the following provisions shall apply:

(a) As regards Article 19, either Contracting Party may refer the matter to the Joint Committee if it considers that a given practice is incompatible with the proper functioning of the Agreement within the meaning of Article 19(1).

The Contracting Parties shall provide the Joint Committee with all relevant information and shall give it the assistance it requires in order to examine the case and, where appropriate, to eliminate the practice objected to.

If the Contracting Party in question fails to put an end to the practice objected to within the period fixed by the Joint Committee, or in the absence of agreement in the Joint Committee within three months of the matter being referred to it, the Contracting Party concerned may adopt any safeguard measures it considers necessary to deal with the serious difficulties resulting from the practice in question; in particular it may withdraw tariff concessions.

(b) As regards Article 20, the Contracting Parties shall provide the Joint Committee with all relevant information and shall give it the assistance it requires in order to examine the case and, where appropriate, to consider an appropriate sanction for the practice in question.

In the absence of agreement within the Joint Committee or, according to the case, if no satisfactory sanction is imposed on the undertaking at fault, the Contracting Party concerned may take the measures it considers necessary to deal both with the difficulties resulting from differences in application or from infringement and with the risk of distortion of competition. These measures may in particular take the form of withdrawal of tariff concessions and release of the undertakings concerned from the commitment to comply with price rules in their dealings on the other Contracting Party's market.

The safeguard measures shall be notified immediately to the Joint Committee and shall be the subject of periodical consultations within that Committee, particularly with a view to their abolition as soon as circumstances permit.

In urgent cases, the Contracting Party concerned may make a direct request to the other Contracting Party:

(i) to put an immediate stop to the practice objected to,

(ii) to take steps to impose a sanction on the undertaking at fault.

If the Contracting Party concerned does not consider that the matter has been settled satisfactorily, it may initiate the procedure provided for within the Joint Committee.

(c) As regards Article 21, the difficulties arising from the situation referred to in that Article shall be referred for examination to the Joint Committee, which may take any decision needed to put an end to such difficulties.

If the Joint Committee or the exporting Contracting Party has not taken a decision putting an end to the difficulties within thirty days of the matter being referred, the importing Contracting Party is authorized to levy a compensatory charge on the product imported.

The compensatory charge shall be calculated according to the incidence on the value of the goods in question of the tariff disparities in respect of the raw materials or intermediate products incorporated therein.

(d) As regards Article 22, consultation in the Joint Committee shall take place before the Contracting Party concerned takes the appropriate measures.

(e) Where exceptional circumstances requiring immediate action make prior examination impossible, the Contracting Party concerned may, in the situations specified in Articles 21, 22 and 23 and also in the case of export aids having a direct and immediate incidence on trade, apply forthwith the precautionary measures strictly necessary to deal with the situation.

Article 25

Where one or more Member States of the Community or Sweden is in difficulties or is seriously threatened with difficulties as regards its balance of payments, the Contracting Party concerned may take the necessary safeguard measures. It shall inform the other Contracting Party forthwith.

Article 26

1. A Joint Committee is hereby established, which shall be responsible for the administration of the Agreement and shall ensure its proper implementation. For this purpose, it shall make recommendations and

take decisions in the cases provided for in the Agreement. These decisions shall be put into effect by the Contracting Parties in accordance with their own rules.

2. For the purpose of the proper implementation of the Agreement, the Contracting Parties shall exchange information and, at the request of either Party, shall hold consultations within the Joint Committee.

3. The Joint Committee shall adopt its own rules of procedure.

Article 27

1. The Joint Committee shall consist of representatives of the Contracting Parties.

2. The Joint Committee shall act by mutual agreement.

Article 28

1. Each Contracting Party shall preside in turn over the Joint Committee, in accordance with the arrangements to be laid down in its rules of procedure.

2. The Chairman shall convene meetings of the Joint Committee at least once a year in order to review the general functioning of the Agreement.

The Joint Committee shall, in addition, meet whenever special circumstances so require, at the request of either Contracting Party, in accordance with the conditions to be laid down in its rules of procedure.

3. The Joint Committee may decide to set up any working party that can assist it in carrying out its duties.

Article 29

1. Where a Contracting Party considers that it would be useful in the common interest of the Contracting Parties to develop the relations established by the Agreement by extending them to fields not covered thereby, it shall submit a reasoned request to the other Contracting Party.

The Contracting Parties may instruct the Joint Committee to examine this request and, where appropriate, to make recommendations to them,

particularly with a view to opening negotiations. These recommendations may, where appropriate, aim at the attainment of a concerted harmonization, provided that the autonomy of decision of the Contracting Parties is not impaired.

2. The agreements resulting from the negotiations referred to in paragraph 1 will be subject to ratification or approval by the Contracting Parties in accordance with their own procedures.

Article 30

The Annex and the Protocol to the Agreement shall form an integral part thereof.

Article 31

Either Contracting Party may denounce the Agreement by notifying the other Contracting Party. The Agreement shall cease to be in force twelve months after the date of such notification.

Article 32

The Agreement shall apply, on the one hand, to the territories to which the Treaty establishing the European Coal and Steel Community applies upon the terms laid down in that Treaty and, on the other, to the territory of the Kingdom of Sweden.

Article 33

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

This Agreement will be approved by the Contracting Parties in accordance with their own procedures.

It shall enter into force on 1 January 1973, provided that the Contracting Parties have notified each other before that date that the procedures necessary to this end have been completed.

In the event of application of Article 2(3) of the Decision of the Council of the European Communities of 22 January 1972 concerning the accession of the Kingdom of Denmark, Ireland, the Kingdom of Norway

and the United Kingdom of Great Britain and Northern Ireland to the European Coal and Steel Community, this Agreement may take effect only for the States that have deposited the instruments specified in that paragraph.

After 1 January 1973, this Agreement shall enter into force on the first day of the second month following the notification referred to in paragraph 3. The final date for such notification shall be 30 November 1973.

The provisions applicable on 1 April 1973 shall be applied upon the entry into force of this Agreement if it enters into force after that date.

Udfærdiget i Bruxelles, den toogtyvende juli nitten hundrede og tooghalvfjerds.

Geschehen zu Brüssel am zweiundzwanzigsten Juli neunzehnhundertzweiundsiebzig.

Done at Brussels on this twenty-second day of July in the year one thousand nine hundred and seventy-two.

Fait à Bruxelles, le vingt-deux juillet mil neuf cent soixante-douze.

Fatto a Bruxelles, il ventidue luglio millenovecentosettantadue.

Gedaan te Brussel, de tweeëntwintigste juli negentienhonderdtweeënzeventig.

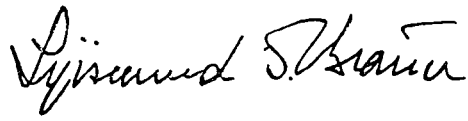
Utferdiget i Brussel, tjueandre juli nitten hundre og syttito.

Som skedde i Bryssel den tjugoandra juli nittonhundrasjuttiotvå.

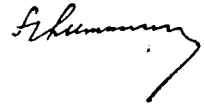
Pour le Royaume de Belgique
Voor het Koninkrijk België

På Kongeriget Danmarks vegne

Für die Bundesrepublik Deutschland



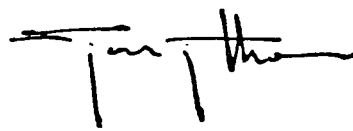
Pour la République française



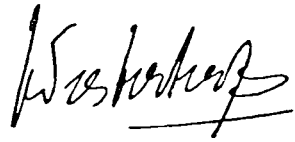
For Ireland

Per la Repubblica italiana

Pour le Grande-Duché de Luxembourg



Voor het Koninkrijk der Nederlanden



For Kongeriket Norge

For the United Kingdom of Great Britain and Northern Ireland

På Kommissionen for De europæiske Fællesskabers vegne
Im Namen der Kommission der Europäischen Gemeinschaften
In the name of the Commission of the European Communities
Au nom de la Commission des Communautés européennes
A nome della Commissione delle Comunità europee
Namens de Commissie der Europese Gemeenschappen
For Kommisjonen for De Europeiske Fellesskap

För Konungariket Sverige

ANNEX

List of products referred to in Article 1 of the Agreement

Brussels Nomenclature heading No	Description
26.01	Metallic ores and concentrates and roasted iron pyrites: A. Iron ores and concentrates and roasted iron pyrites: II. Other B. Manganese ores and concentrates, including manganiferous iron ores and concentrates with a manganese content of 20% or more by weight
26.02	Slag, dross, scalings and similar waste from the manufacture of iron or steel: A. Blast-furnace dust
27.01	Coal; briquettes, ovoids and similar solid fuels manufactured from coal
27.02	Lignite, whether or not agglomerated
27.04	Coke and semi-coke of coal, of lignite or of peat: A. Of coal: II. Other B. Of lignite
73.01	Pig iron, cast iron and spiegeleisen, in pigs, blocks, lumps and similar forms
73.02	Ferro-alloys: A. Ferro-manganese: I. Containing more than 2% by weight of carbon (high-carbon ferro-manganese)
73.03	Waste and scrap-metal of iron or steel
73.05	Iron or steel powders; sponge iron or steel: B. Sponge iron or steel
73.06	Puddled bars and pilings; ingots, blocks, lumps and similar forms, of iron or steel
73.07	Blooms, billets, slabs and sheet bars (including tinplate bars), of iron or steel; pieces roughly shaped by forging, of iron or steel: A. Blooms and billets: I. Rolled B. Slabs and sheet bars (including tinplate bars): I. Rolled
73.08	Iron or steel coils for re-rolling
73.09	Universal plates of iron or steel
73.10	Bars and rods (including wire rod), of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished (including precision-made); hollow mining-drill steel:

Brussels Nomenclature heading No	Description
73.10 (*cont'd*)	A. Not further worked than hot-rolled or extruded D. Clad or surface-worked (for example, polished, coated): I. Not further worked than clad: (a) Hot-rolled or extruded
73.11	Angles, shapes and sections, of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished; sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements: A. Angles, shapes and sections: I. Not further worked than hot-rolled or extruded IV. Clad or surface-worked (for example, polished, coated): (a) Not further worked than clad: 1. Hot-rolled or extruded B. Sheet piling
73.12	Hoop and strip, of iron or steel, hot-rolled or cold-rolled: A. Not further worked than hot-rolled B. Not further worked than cold-rolled: I. In coils for the manufacture of tinplate (a) C. Clad, coated or otherwise surface-treated: III. Tinned: (a) Tinplate V. Other (for example, copper-plated, artificially oxidized, lacquered, nickel-plated, varnished, clad, parkerized, printed): (a) Not further worked than clad: 1. Hot-rolled
73.13	Sheets and plates, of iron or steel, hot-rolled or cold-rolled: A. 'Electrical' sheets and plates B. Other sheets and plates: I. Not further worked than hot-rolled II. Not further worked than cold-rolled, of a thickness of: (b) More than 1 mm but less than 3 mm (c) 1 mm or less III. Not further worked than burnished, polished or glazed IV. Clad, coated or otherwise surface-treated: (b) Tinned: 1. Tinplate 2. Other (c) Zinc-coated or lead-coated (d) Other (for example, copper-plated, artificially oxidized, lacquered, nickel-plated, varnished, clad, parkerized, printed) V. Otherwise shaped or worked: (a) Cut into shapes other than rectangular shapes, but not further worked: 2. Other

(a) Entry under this subheading is subject to conditions to be determined by the competent authorities.

Brussels Nomenclature heading No	Description
73.15	Alloy steel and high-carbon steel in the forms mentioned in headings Nos 73.06 to 73.14: A. High-carbon steel: I. Ingots, blooms, billets, slabs and sheet bars: (b) Other III. Coils for re-rolling IV. Universal plates V. Bars and rods (including wire rod) and hollow mining-drill steel; angles, shapes and sections: (b) Not further worked than hot-rolled or extruded (d) Clad or surface-worked (for example, polished, coated): 1. Not further worked than clad: (aa) Hot-rolled or extruded VI. Hoop and strip: (a) Not further worked than hot-rolled (c) Clad, coated or otherwise surface-treated: 1. Not further worked than clad: (aa) Hot-rolled VII. Sheets and plates: (a) Not further worked than hot-rolled (b) Not further worked than cold-rolled, of a thickness of: 2. Less than 3 mm (c) Polished, clad, coated or otherwise surface-treated (d) Otherwise shaped or worked: 1. Cut into shapes other than rectangular shapes, but not further worked B. Alloy steel: I. Ingots, blooms, billets, slabs and sheet bars: (b) Other III. Coils for re-rolling IV. Universal plates V. Bars and rods (including wire rod) and hollow mining-drill steel; angles, shapes and sections: (b) Not further worked than hot-rolled or extruded (d) Clad or surface-worked (for example, polished, coated): 1. Not further worked than clad: (aa) Hot-rolled or extruded VI. Hoop and strip: (a) Not further worked than hot-rolled (c) Clad, coated or otherwise surface-treated: 1. Not further worked than clad: (aa) Hot-rolled VII. Sheets and plates: (a) 'Electrical' sheets and plates: (b) Other sheets and plates: 1. Not further worked than hot-rolled 2. Not further worked than cold-rolled, of a thickness of: (bb) Less than 3 mm 3. Polished, clad, coated or otherwise surface-treated

Brussels Nomenclature heading No	Description
73.15 (*cont'd*)	4. Otherwise shaped or worked: (aa) Cut into shapes other than rectangular shapes, but not further worked
73.16	Railway and tramway track construction material of iron or steel, the following: rails, check-rails, switch blades, crossings (or frogs), crossing pieces, point rods, rack rails, sleepers, fish-plates, chairs, chair wedges, sole plates (base plates), rail clips, bedplates, ties and other material specialized for joining or fixing rails: A. Rails: II. Other B. Check-rails C. Sleepers D. Fish-plates and sole plates: I. Rolled

PROTOCOL

concerning the treatment applicable to certain products

Section A

TREATMENT APPLICABLE TO IMPORTS INTO THE COMMUNITY OF CERTAIN PRODUCTS ORIGINATING IN SWEDEN

Article 1

1. Customs duties on imports into the Community as originally constituted and into Ireland of the products specified in paragraph 2 shall be progressively reduced to the following levels in accordance with the following timetable:

Timetable	Percentage of basic duties applicable
1 April 1973	95
1 January 1974	90
1 January 1975	85
1 January 1976	75
1 January 1977	60
1 January 1978	40
1 January 1979	20
1 January 1980	0

2. The products referred to in paragraph 1 are the following:

Common Customs Tariff heading No	Description
ex 73.15	Alloy steel and high carbon steel in the forms mentioned in headings Nos 73.06 to 73.14, excluding products covered by the EEC Treaty

Article 2

Imports to which the tariff treatment provided for in Article 1 applies shall be subjected to annual indicative ceilings above which the customs

duties applicable in respect of third countries may be reintroduced in accordance with the following provisions:

(a) Taking into account that the Community and its Member States have the right to suspend application of ceilings for certain products, the ceilings fixed for 1973 are shown in Annex C of Protocol No 1 of the Agreement between the European Economic Community and the Kingdom of Sweden signed this same day. These ceilings, the levels of which are common for the products of heading No 73.15 shown in the aforementioned Annex C and this Protocol, are calculated on the assumption that the Community as originally constituted and Ireland shall make the first tariff reduction on 1 April 1973. For 1974 the levels of the ceilings shall correspond to those of 1973 readjusted on an annual basis for the Community and raised by 5%. From 1 January 1975 the levels of these ceilings shall be raised annually by 5%.

For products covered by this Protocol, the Community and its Member States reserve the right to introduce ceilings of which the levels will be equal to the average amounts of imports into the Community over the last four years for which statistics are available, increased by 5%; for the following years, the levels of these ceilings shall be raised annually by 5%.

(b) Should, for two successive years, imports of a product subject to a ceiling be less than 90% of the level fixed, the Community and its Member States shall suspend the application of this ceiling.

(c) In the event of short-term economic difficulties, the Community and its Member States reserve the right, after consultation within the Joint Committee, to maintain for a year the level fixed for the preceding year.

(d) On 1 December each year the Community and its Member States shall notify the Joint Committee of the list of products subject to ceilings in the following year and of the levels of the ceilings.

(e) Notwithstanding Article 2 of the Agreement and Article 1 of this Protocol, when a ceiling fixed for imports of a product covered by this Protocol is reached, Common Customs Tariff duties on imports

of the product in question may be reimposed until the end of the calendar year.

In this event, prior to 1 July 1977:

(i) Denmark, Norway and the United Kingdom shall reimpose customs duties as follows:

Years	Percentage of Common Customs Tariff duties applicable
1973	0
1974	40
1975	60
1976	80

(ii) Ireland shall reimpose customs duties applicable to third countries.

The customs duties specified in Article 1 of this Protocol shall be reimposed on 1 January of the following year.

(f) After 1 July 1977 the Contracting Parties shall examine within the Joint Committee the possibility of revising the percentage by which the levels of ceilings are raised, having regard to the trend of consumption and imports in the Community and to experience gained in applying this Article.

(g) The ceilings shall be abolished at the end of the tariff dismantling period provided for in Article 1 of this Protocol.

Section B

TREATMENT APPLICABLE TO IMPORTS INTO SWEDEN OF CERTAIN PRODUCTS ORIGINATING IN THE COMMUNITY

Article 3

1. Customs duties on imports into Sweden of the products specified in paragraph 2 shall be progressively reduced to the following levels and in accordance with the following timetable:

Timetable	Percentage of basic duties applicable
1 April 1973	95
1 January 1974	90
1 January 1975	85
1 January 1976	75
1 January 1977	60
1 January 1978	40
1 January 1979	20
1 January 1980	0

2. The products referred to in paragraph 1 are the following:

Swedish Customs Tariff heading No	Description
ex 73.12	Hoop and strip, of iron or steel, hot-rolled or cold-rolled, excluding products covered by the EEC Treaty: — other than those clad with aluminium, lead or tin
ex 73.13	Sheets and plates, of iron or steel, hot-rolled or cold-rolled, excluding products covered by the EEC Treaty: — other than those clad with aluminium, lead or tin — clad with zinc: — of a thickness of less than 3 mm — other: — of a thickness of less than 3 mm, but of at least 0·9 mm
ex 73.15	Alloy steel and high-carbon steel in the forms mentioned in heading Nos 73.06 to 73.14, excluding products covered by the EEC Treaty

Article 4

For products covered by Section B of this Protocol, with the exception of those falling within Tariff headings Nos 73.12 and 73.13, Sweden reserves the right, in the event of it becoming absolutely necessary at a later stage and following consultations within the Joint Committee, to introduce

indicative ceilings as defined in Section A of this Protocol, the methods applied to which will be the same as those mentioned therein. For imports exceeding the ceilings, customs duties not exceeding those applicable in respect of third countries may be reintroduced.

FINAL ACT

The representatives of

THE KINGDOM OF BELGIUM
THE KINGDOM OF DENMARK,
THE FEDERAL REPUBLIC OF GERMANY,
THE FRENCH REPUBLIC,
IRELAND,
THE ITALIAN REPUBLIC,
THE GRAND DUCHY OF LUXEMBOURG,
THE KINGDOM OF THE NETHERLANDS,
THE KINGDOM OF NORWAY, and
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

being members of the European Coal and Steel Community

of THE EUROPEAN COAL AND STEEL COMMUNITY

and of THE KINGDOM OF SWEDEN

assembled at Brussels on this twenty-second day of July in the year one thousand nine hundred and seventy-two.

for the signature of the Agreement between the Member States of the European Coal and Steel Community and the European Coal and Steel Community, of the one part, and the Kingdom of Sweden, of the other part,

at the time of signature of this Agreement,

— have adopted the following declaration annexed to this Act:

Interpretative Declaration concerning the meaning of the expression 'Contracting Parties' appearing in the Agreement,

— and have taken note of the declarations listed below and annexed to this Act:

1. Declaration by the European Coal and Steel Community concerning Article 19(1) of the Agreement.

2. Declaration by the Government of the Federal Republic of Germany concerning the application of the Agreement to Berlin.

Udfærdiget i Bruxelles, den toogtyvende juli nitten hundrede og tooghalvfjerds.

Geschehen zu Brüssel am zweiundzwanzigsten Juli neunzehnhundertzweiundsiebzig.

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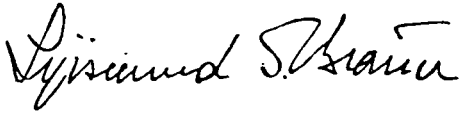
Som skedde i Bryssel den tjugoandra juli nittonhundrasjuttiotvå.

Pour le Royaume de Belgique
Voor het Koninkrijk België

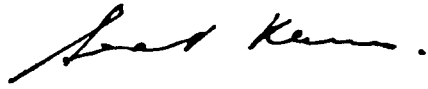
På Kongeriget Danmarks vegne

Für die Bundesrepublik Deutschland



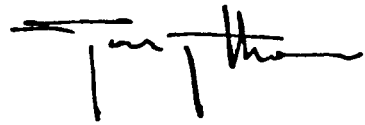
Pour la République française

For Ireland

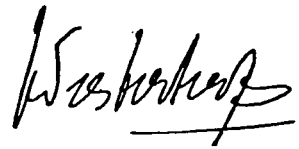


Per la Repubblica italiana

Pour le Grand-Duché de Luxembourg



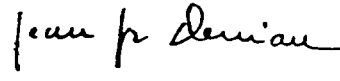
Voor het Koninkrijk der Nederlanden



For Kongeriket Norge

For the United Kingdom of Great Britain and Northern Ireland

På Kommissionen for De europæiske Fællesskabers vegne
Im Namen der Kommission der Europäischen Gemeinschaften
In the name of the Commission of the European Communities
Au nom de la Commission des Communautés européennes
A nome della Commissione delle Comunità europee
Namens de Commissie der Europese Gemeenschappen
For Kommisjonen for De Europeiske Fellesskap



För Konungariket Sverige

DECLARATIONS

Interpretative Declaration concerning the meaning of the expression 'Contracting Parties' appearing in the Agreement

The Contracting Parties agree to interpret the Agreement in the sense that the expression 'Contracting Parties' appearing in the said Agreement means, on the one hand, the Community and the Member States, or solely the Member States or the Community and, on the other hand, Sweden. The meaning to be given in each case to this expression will be deduced from the provisions in question of the Agreement and from the corresponding provisions of the Treaty establishing the European Coal and Steel Community.

Declaration by the European Coal and Steel Community concerning Article 19(1) of the Agreement

The European Coal and Steel Community declares that in the context of the autonomous implementation of Article 19(1) of the Agreement it will assess any practices contrary to this Article on the basis of criteria arising from the application of the rules of Articles 4(c), 65, and 66(7) of the Treaty establishing the European Coal and Steel Community.

Declaration by the Government of the Federal Republic of Germany concerning the application of the Agreement to Berlin

The Agreement is also applicable to Land Berlin, in so far as the Government of the Federal Republic of Germany does not make a declaration to the contrary within three months of the entry into force of the Agreement.

INFORMATION CONCERNING

the AGREEMENT between the Member States of the European Coal and Steel Community and the European Coal and Steel Community, of the one part, and the Kingdom of Sweden, of the other part (1)

Contracting Parties	Date of signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force	Duration
ECSC and Member States SWEDEN	22.7.1972	n. 29.11.1973	1.1.1974(2)	indefinite

(1) OJ No L 350, 19.12.1973.
(2) OJ No L 351, 20.12.1973.

Agreement
between the ECSC and the Republic of Iceland

AGREEMENT

between the Member States of the European Coal and Steel Community and the Republic of Iceland[1]

THE KINGDOM OF BELGIUM,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE FRENCH REPUBLIC,

IRELAND,

THE ITALIAN REPUBLIC,

THE GRAND DUCHY OF LUXEMBOURG,

THE KINGDOM OF THE NETHERLANDS,

THE KINGDOM OF NORWAY, and

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

being Member States of the European Coal and Steel Community,

of the one part, and

THE REPUBLIC OF ICELAND,

of the other part,

WHEREAS the European Economic Community and the Republic of Iceland are concluding an Agreement concerning the sectors covered by that Community,

PURSUING the same objectives and desiring to find appropriate solutions for the sector covered by the European Coal and Steel Community,

---

(1) OJ No L 350, 19.12.1973.

HAVE DECIDED, in pursuit of these objectives and considering that no provision of this Agreement may be interpreted as exempting the Contracting Parties from the obligations which are incumbent upon them under other international agreements,

TO CONCLUDE THIS AGREEMENT:

Article 1

Imports into Iceland of products covered by the European Coal and Steel Community specified in the Annex and originating in the Member States of that Community shall be free of customs duties and charges having an effect equivalent to such duties and of quantitative restrictions and measures having equivalent effect under like conditions to those contained in Articles 19, 20, 21 and 22 and in Protocol No 3 to the Agreement between the European Economic Community and the Republic of Iceland signed this same day.

Article 2

In the event of difficulties or serious threat of difficulties as regards its balance of payments, Iceland may take the necessary safeguard measures.

Article 3

1. The provisions concerning customs duties on imports shall apply to customs duties of a fiscal nature.

Iceland may replace a customs duty of a fiscal nature or the fiscal element of a customs duty by an internal tax.

2. Iceland may retain customs duties of a fiscal nature on imports of products specified in Annex II to the Agreement between the European Economic Community and the Republic of Iceland signed this same day, under the conditions laid down in Article 5 (2) of that Agreement.

Article 4

Consultations shall be held between the Contracting Parties whenever one of them considers that implementation of the above provisions necessitates such consultations.

Article 5

Should production of a product covered by the European Coal and Steel Community be developed on Icelandic territory, the Contracting Parties shall, at the request of one of them, examine the new situation with a view to revision of the Agreement.

Article 6

Either Contracting Party may denounce the Agreement by notifying the other Contracting Party. The Agreement shall cease to be in force twelve months after the date of such notification.

Article 7

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

This Agreement will be approved by the Contracting Parties according to their own procedures.

It shall enter into force on 1 January 1973 provided that the Contracting Parties have notified each other before that date that the procedures necessary to this end have been completed.

In the event of application of Article 2 (3) of the Decision of the Council of the European Communities of 22 January 1972 concerning the accession of the Kingdom of Denmark, Ireland, the Kingdom of Norway and the United Kingdom of Great Britain and Northern Ireland to the European Coal and Steel Community, this Agreement may take effect only for the States that have deposited the instruments specified in that paragraph.

After 1 January 1973, this Agreement shall enter into force on the first day of the second month following the notification referred to in paragraph 3. The final date for such notification shall be 30 November 1973.

The provisions applicable on 1 April 1973 shall be applied upon the entry into force of this Agreement if it enters into force after that date.

Udfærdiget i Bruxelles, den toogtyvende juli nitten hundrede og tooghalvfjerds.

Geschehen zu Brüssel am zweiundzwanzigsten Juli neunzehnhundertzweiundsiebzig.

Done at Brussels on this twenty-second day of July in the year one thousand nine hundred and seventy-two.

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Gedaan te Brussel, de tweeëntwintigste juli negentienhonderdtweeënzeventig.

Utferdiget i Brussel, tjueandre juli nitten hundre og syttito.

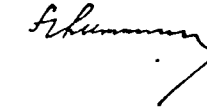
Gjört i Bruxelles, tuttugasta og annan dag júlímánaðar nítjánhundruð sjötíu og tvö.

Pour le Royaume de Belgique
Voor het Koninkrijk België

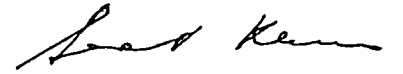
På Kongeriget Danmarks vegne

Für die Bundesrepublik Deutschland

Pour la République française

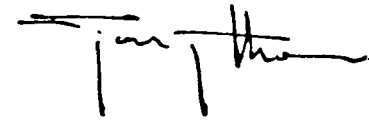


For Ireland

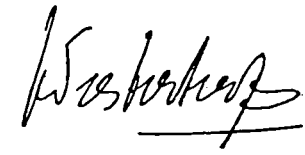


Per la Repubblica italiana

Pour le Grand-Duché de Luxembourg



Voor het Koninkrijk der Nederlanden



For Kongeriket Norge

For the United Kingdom of Great Britain and Northern Ireland

Fyrir hönd Lyðveldisins Islands

ANNEX

List of products referred to in Article 1 of the Agreement

Brussels Nomenclature heading No	Description
26.01	Metallic ores and concentrates and roasted iron pyrites: A. Iron ores and concentrates and roasted iron pyrites: II. Other B. Manganese ores and concentrates, including manganiferous iron ores and concentrates with a manganese content of 20% or more by weight
26.02	Slag, dross, scalings and similar waste from the manufacture of iron or steel: A. Blast-furnace dust
27.01	Coal; briquettes, ovoids and similar solid fuels manufactured from coal
27.02	Lignite, whether or not agglomerated
27.04	Coke and semi-coke of coal, of lignite or of peat: A. Of coal: II. Other B. Of lignite
73.01	Pig iron, cast iron and spiegeleisen, in pigs, blocks, lumps and similar forms
73.02	Ferro-alloys: A. Ferro-manganese: I. Containing more than 2% by weight of carbon (high-carbon ferro-manganese)
73.03	Waste and scrap-metal of iron or steel
73.05	Iron or steel powders; sponge iron or steel: B. Sponge iron or steel
73.06	Puddled bars and pilings; ingots, blocks, lumps and similar forms, of iron or steel
73.07	Blooms, billets, slabs and sheet bars (including tinplate bars), of iron or steel; pieces roughly shaped by forging, of iron or steel: A. Blooms and billets: I. Rolled B. Slabs and sheet bars (including tinplate bars): I. Rolled
73.08	Iron or steel coils for re-rolling
73.09	Universal plates of iron or steel
73.10	Bars and rods (including wire rod), of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished (including precision-made); hollow mining drill steel:

Brussels Nomenclature heading No	Description
73.10 (*cont'd*)	A. Not further worked than hot-rolled or extruded D. Clad or surface-worked (for example, polished, coated): I. Not further worked than clad: (a) Hot-rolled or extruded
73.11	Angles, shapes and sections, of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished; sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements: A. Angles, shapes and sections: I. Not further worked than hot-rolled or extruded IV. Clad or surface-worked (for example, polished, coated): (a) Not further worked than clad: 1. Hot-rolled or extruded B. Sheet piling
73.12	Hoop and strip, of iron or steel, hot-rolled or cold-rolled: A. Not further worked than hot-rolled B. Not further worked than cold-rolled: I. In coils for the manufacture of tinplate (a) C. Clad, coated or otherwise surface-treated: III. Tinned: (a) Tinplate V. Other (for example, copper-plated, artificially oxidized, lacquered, nickel-plated, varnished, clad, parkerized, printed): (a) Not further worked than clad: 1. Hot-rolled
73.13	Sheets and plates, of iron or steel, hot-rolled or cold-rolled: A. 'Electrical' sheets and plates: B. Other sheets and plates: I. Not further worked than hot-rolled II. Not further worked than cold-rolled, of a thickness of: (b) More than 1 mm but less than 3 mm (c) 1 mm or less III. Not further worked than burnished, polished or glazed IV. Clad, coated or otherwise surface-treated: (b) Tinned: 1. Tinplate 2. Other (c) Zinc-coated or lead-coated (d) Other (for example, copper-plated, artificially oxidized, lacquered, nickel-plated, varnished, clad, parkerized, printed) V. Otherwise shaped or worked: (a) Cut into shapes other than rectangular shapes, but not further worked: 2. Other

(a) Entry under this subheading is subject to conditions to be determined by the competent authorities.

Brussels Nomenclature heading No	Description
73.15	Alloy steel and high-carbon steel in the forms mentioned in headings Nos 73.06 to 73.14: A. High-carbon steel: I. Ingots, blooms, billets, slabs and sheet bars: (b) Other III. Coils for re-rolling IV. Universal plates V. Bars and rods (including wire rod) and hollow mining drill steel; angles, shapes and sections: (b) Not further worked than hot-rolled or extruded (d) Clad or surface-worked (for example, polished, coated): 1. Not further worked than clad: (aa) Hot-rolled or extruded VI. Hoop and strip: (a) Not further worked than hot-rolled (c) Clad, coated or otherwise surface-treated: 1. Not further worked than clad: (aa) Hot-rolled VII. Sheets and plates: (a) Not further worked than hot-rolled (b) Not further worked than cold-rolled, of a thickness of: 2. Less than 3 mm (c) Polished, clad, coated or otherwise surface-treated (d) Otherwise shaped or worked: 1. Cut into shapes other than rectangular shapes, but not further worked B. Alloy steel: I. Ingots, blooms, billets, slabs and sheet bars: (b) Other III. Coils for re-rolling IV. Universal plates V. Bars and rods (including wire rod) and hollow mining drill steel; angles, shapes and sections: (b) Not further worked than hot-rolled or extruded (d) Clad or surface-worked (for example, polished, coated): 1. Not further worked than clad: (aa) Hot-rolled or extruded VI. Hoop and strip: (a) Not further worked than hot-rolled (c) Clad, coated or otherwise surface-treated: 1. Not further worked than clad: (aa) Hot-rolled VII. Sheets and plates: (a) 'Electrical' sheets and plates (b) Other sheets and plates: 1. Not further worked than hot-rolled 2. Not further worked than cold-rolled, of a thickness of: (bb) Less than 3 mm 3. Polished, clad, coated or otherwise surface-treated

Brussels Nomenclature heading No	Description
73.15 (*cont'd*)	4. Otherwise shaped or worked: (aa) Cut into shapes other than rectangular shapes but not further worked
73.16	Railway and tramway track construction material of iron or steel, the following: rails, check-rails, switch blades, crossings (or frogs), crossing pieces, point rods, rack rails, sleepers, fish-plates, chairs, chair wedges, sole plates (base plates), rail clips, bedplates, ties and other material specialized for joining or fixing rails: A. Rails: II. Other B. Check-rails C. Sleepers D. Fish-plates and sole plates: I. Rolled

FINAL ACT

The representatives of

THE KINGDOM OF BELGIUM,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE FRENCH REPUBLIC,

IRELAND,

THE ITALIAN REPUBLIC,

THE GRAND DUCHY OF LUXEMBOURG,

THE KINGDOM OF THE NETHERLANDS,

THE KINGDOM OF NORWAY, and

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

being Member States of the European Coal and Steel Community,

and of

THE REPUBLIC OF ICELAND,

assembled at Brussels on this twenty-second day of July in the year one thousand nine hundred and seventy-two,

for the signature of the Agreement between the Member States of the European Coal and Steel Community and the Republic of Iceland,

at the time of signature of this Agreement,

— have adopted the following declaration annexed to this Act:

Joint Declaration by the Contracting Parties on a possible revision of the Agreement,

— and have taken note of the following declaration annexed to this Act:

Declaration by the Government of the Federal Republic of Germany concerning the application of the Agreement to Berlin.

Udfærdiget i Bruxelles, den toogtyvende juli nitten hundrede og tooghalvfjerds.

Geschehen zu Brüssel am zweiundzwanzigsten Juli neunzehnhundertzweiundsiebzig.

Done at Brussels on this twenty-second day of July in the year one thousand nine hundred and seventy-two

Fait à Bruxelles, le vingt-deux juillet mil neuf cent soixante-douze.

Fatto a Bruxelles, il ventidue luglio millenovecentosettantadue.

Gedaan te Brussel, de tweeëntwintigste juli negentienhonderdtweeënzeventig.

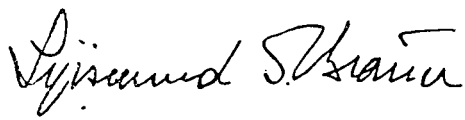
Utferdiget i Brussel, tjueandre juli nitten hundre og syttito.

Gjört í Bruxelles, tuttugasta og annan dag júlímánaðar nítjánhundruð sjötíu og tvö.

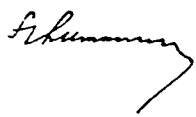
Pour le Royaume de Belgique
Voor het Koninkrijk België

På Kongeriget Danmarks vegne

Für die Bundesrepublik Deutschland



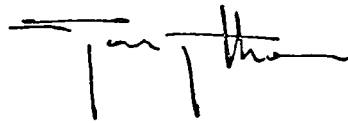
Pour la République française



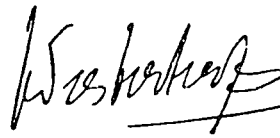
For Ireland

Per la Repubblica italiana

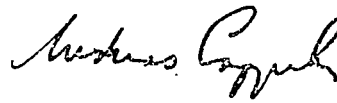
Pour le Grand-Duché de Luxembourg



Voor het Koninkrijk der Nederlanden



For Kongeriket Norge



For the United Kingdom of Great Britain and Northern Ireland

Fyrir hönd Lyðveldisins Islands

DECLARATIONS

Joint Declaration by the Contracting Parties on a possible revision of the Agreement

The Contracting Parties declare that if the examination provided for in Article 5 of the Agreement leads them to revise the Agreement, they will draw on the provisions as a whole of the Agreement between the European Economic Community and the Republic of Iceland, particularly those designed to ensure that it functions properly.

As regards the products of Chapter 73 of the Brussels Nomenclature covered by the European Coal and Steel Community, a special safeguard clause will be provided for to enable the Member States of that Community to deal with any distortions or difficulties which might result from the absence in Iceland of the same regulation of prices as is imposed on Community undertakings.

Should Iceland impose on its producers rules similar to those contained in Article 60 of the Treaty establishing the European Coal and Steel Community, account being taken of those in Article 70 of that Treaty, in respect of their transactions on the Icelandic and Community markets, the Community will extend the application of the said rules to sales effected by its own producers on Icelandic territory. The special clause in favour of the Community could then be reciprocal. In this case, the Agreement would be open to accession on the part of the European Coal and Steel Community.

Declaration by the Government of the Federal Republic of Germany concerning the application of the Agreement to Berlin

The Agreement is also applicable to Land Berlin, in so far as the Government of the Federal Republic of Germany does not make a declaration to the contrary within three months of the entry into force of the Agreement.

INFORMATION CONCERNING

the AGREEMENT between the Member States of the European Coal and Steel Community and the Republic of Iceland (1)

Contracting Parties	Date of signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force	Duration
Member States of ECSC ICELAND	22.7.1972	n. 29.11.1973	1.1.1974(2)	indefinite

(1) OJ No L 350, 19.12.1973.
(2) OJ No L 351, 20.12.1973.

Agreements
between the ECSC and the Swiss Confederation

AGREEMENT

on the introduction of through international railway tariffs for the carriage of coal and steel through Swiss territory[1]

The Federal Council of the Swiss Confederation (hereinafter called the 'Federal Council'),

of the one part, and

The Governments of the Member States of the European Coal and Steel Community (hereinafter called the 'Community') and the High Authority of the European Coal and Steel Community (hereinafter called the 'High Authority'),

of the other part,

Desiring

— to develop the relations existing between the Swiss Confederation and the Community,

— to deal with problems of rail transport of mutual concern,

— to introduce through international railway tariffs for the carriage of coal and steel between Member States over the lines of the Swiss Railways,

HAVE AGREED AS FOLLOWS:

Article 1

In this Agreement, 'through international tariffs' means the rates and conditions published and applied for the carriage by rail of coal and

(1) OJ ECSC No 17, 29.5.1957. English version appears in OJ Special Edition, Second Series VIII (September 1974).

steel under a single contract of carriage between the territories of the Member States of the Community over the lines of the Swiss Railways.

In this Agreement, 'territories of the Member States of the Community' means the territories to which the Treaty establishing the European Coal and Steel Community applies.

Article 2

In this Agreement, the charge for carriage under through international tariffs shall consist of the sum of the portions accruing to the railways of the Member States of the Community and of the portion accruing to the Swiss Railways.

The portion accruing to the railways of each Member State shall be related to the total distance of carriage, including the Swiss section, and shall be subject to the same rules, and in particular to the same rules of degressivity, as those applied by Member States to comparable uninterrupted carriage by rail through two or more Member States.

The portion accruing to the Swiss Railways shall be calculated at the rate shown in the published Swiss transit tariffs.

Notwithstanding the two preceding paragraphs, the portions accruing to the railways of Member States and Switzerland which relate to tariffs fixed to meet competition or under an equivalent rate system shall be determined only after consultation between the railway authorities of all the Member States of the Community and of Switzerland, duly authorized, as necessary, by their respective Governments. The railway authorities shall be responsible for the equitable settlement of questions concerning competition of equivalence of rates. Any difficulties may be referred to the Committee provided for in Article 6 of this Agreement.

Article 3

The through international tariffs referred to in this Agreement shall apply to all coal and steel traffic between Member States of the Com-

munity passing through Swiss territory, save for cases covered by the special regulations set out in the Annex.

The through international tariffs referred to in this Agreement shall apply also to the products listed in the standard nomenclature adapted to transport needs to which the Community's through international tariffs apply in the case of uninterrupted carriage by rail through two or more Member States.

Article 4

As regards coal and steel traffic between Member States of the Community over the lines of the Swiss Railways, the Federal Council and the Governments of the Member States shall, in respect of rates and conditions of carriage of every kind, refrain from discrimination based on the country of origin or destination of products.

Article 5

The Contracting Parties shall consult each other in the Committee provided for in Article 6 of this Agreement on the extension to the through international tariffs referred to in this Agreement of the measures of harmonization which have been, or will be, achieved within the Community.

Article 6

From the entry into force of this Agreement, a Transport Committee (hereinafter called the 'Committee') shall be established to look into questions arising from its implementation.

The Committee shall consist of representatives of the Federal Council, of the Governments of each of the Member States of the Community and of the High Authority.

The Committee shall adopt its rules of procedure and shall appoint its Chairman. The Committee shall be assisted by two secretaries, one appointed by the High Authority and the other by the Federal Council.

Article 7

The Committee shall be convened by its Chairman.

The Committee shall meet once a year in ordinary session. A report on its work shall be submitted to the Federal Council, to the Governments of the Member States and to the High Authority.

If the Federal Council, the Government of one of the Member States of the Community or the High Authority so requests, the Chairman shall, within two weeks, convene an extraordinary meeting of the Committee, in particular if unforeseen difficulties or a radical change in economic or technical conditions are seriously affecting the operation of this Agreement. The Committee shall seek appropriate means to deal with the situation and report without delay to the Federal Council, to the Governments of the Member States and to the High Authority.

Article 8

Any contemplated change:

(a) in the rules for calculating the rates and conditions of through international tariffs for the uninterrupted carriage by rail through two or more Member States of coal and steel between Member States of the Community, or

(b) in the rates or conditions of the published transit tariffs of the Swiss Railways, without a corresponding change at the same time in their internal tariffs.

shall be notified to the Governments which are parties to the Agreement and to the High Authority as early as possible and at least one month before the intended date of application. The purpose, nature and extent of the change shall be stated at the time of notification.

If the Federal Council, the Government of one of the Member States of the Community or the High Authority considers that the contemplated change may give rise to serious difficulties, the Committee shall, at the request of the party concerned, meet in extraordinary session, in accordance with the procedure laid down in the last paragraph of Article 7,

for consultation before the change is put into effect. If the Committee cannot agree on the advisability of the contemplated change, it may not be put into effect until three months after the date of dispatch to the Federal Council, to the Governments of the Member States and to the High Authority, of the report provided for in Article 7 of this Agreement.

In urgent cases the one-month period of notice provided for in the first paragraph of this Article may be reduced to two weeks and the contemplated change may take effect on expiration of that period if no objection is raised by any of the other Contracting Parties.

This Article shall not apply to changes in tariffs fixed to meet competition or under an equivalent rate system.

This Article shall not apply to general changes in the railways tariffs of individual Member States or of Switzerland; these tariffs shall remain subject to the provisions of the laws or regulations of each of those States.

Article 9

The provisions adopted by mutual agreement between the railway authorities of the Member States of the Community and of Switzerland, duly authorized, as necessary, by their respective Governments, shall govern the conditions of application of this Agreement.

In case of difficulty the matter may be referred to the Committee provided for in Article 6 of this Agreement.

Article 10

The High Authority accepts this Agreement as binding by virtue of its signature.

The Government of each Member State of the Community shall notify the Federal Council that the conditions necessary for the entry into force of this Agreement have been fulfilled in accordance with the provisions of its national laws. The Federal Council shall inform the other Contracting Parties of the notifications received.

This Agreement shall enter into force one month after the date on which the Federal Council has informed the other Contracting Parties that the Agreement is applicable in the territories of all the Member States of the Community and in the territory of the Swiss Confederation.

The through international tariffs for traffic over the lines of the Swiss Railways shall be introduced within two months following the date of entry into force of this Agreement.

Article 11

This Agreement is concluded for an indefinite period.

It may be denounced by the Federal Council or by the High Authority, authorized to that end by the Governments of the Member States of the Community parties to the agreement, subject to six months' notice. This period may be reduced to two months if the Committee fails to agree on an important question, especially in the circumstances referred to in the second paragraph of Article 8. This reduced period shall commence on the day on which the failure to agree is established.

Article 12

This Agreement shall be deposited in the Federal archives The Federal Council shall transmit certified copies thereof to the High Authority and to the Governments of the Member States of the Community.

In witness whereof, the undersigned Representatives of the Federal Council, of the Governments of the Member States of the Community and of the High Authority, duly authorized, have signed this Agreement.

Done at Luxembourg, 28 July 1956, in a single original in the Dutch, French, German and Italian languages, all four texts being equally authentic.

For the Federal Council,
G. BAUER

For the High Authority,
SPIERENBURG

For the Governments of the Member States:

For the Government of the Federal Republic of Germany,
SPRETI

For the Government of the Italian Republic,
VENTURINI

For the Government of the Kingdom of Belgium,
R. DOOREMAN

For the Government of the Grand Duchy of Luxembourg,
V. BODSON

For the Government of the French Republic,
P. A. SAFFROY

For the Government of the Kingdom of the Netherlands,
DE ROO VAN ALDERWERELT

ANNEX

to the Agreement of 28 July 1956 on the establishment of through international railway tariffs for the carriage of coal and steel through Swiss territory

Special Regulations

Chapter I

SPECIAL PROVISIONS FOR CONSIGNMENTS OF COKE

Article 1

Charges for the carriage of coke from a Member State to Italy, or vice versa, through Swiss territory, shall be determined in accordance with the following Special Regulations which supersede the provisions of the second and third paragraphs of Article 2 of the Agreement:

1. For the calculation of the charge for the Italian section, the Italian coefficient of degressivity corresponding to the length of the Italian section shall be applied;

2. For the calculation of the charge for a section in any of the other Member States of the Community, the national coefficient of degressivity corresponding to the total distance (including the Swiss section), less the Italian sectional distance, shall be applied;

3. The portion accruing to the Swiss Railways shall be calculated at the rate shown in the published Swiss transit tariffs.

Article 2

This Special Regulation shall remain in force for the period of application of the Special Regulation drawn up between Member States of the Community on the carriage of coke from France to Italy and vice versa, not passing through Swiss territory, which was published in the

Official Journal of the European Coal and Steel Community, No 9 of 19 April 1955.

As the two Special Regulations provide only for exceptional arrangements, they should lapse, if at all, on the same date.

If the Member States consider it necessary to draw up another Special Regulation on the carriage of coke from France to Italy and vice versa, not passing through Swiss territory, the provisions of Article 1 of this Chapter shall, at the request of one of the Contracting Parties, be amended so that the exceptional arrangements provided by the two Special Regulations should remain identical.

Chapter II

SPECIAL PROVISIONS FOR CONSIGNMENT OF COAL AND STEEL RECEIVED AT CHIASSO STATION

Sole Article

Consignments of coal and steel which are dispatched from a station in the territory of a Member State of the European Coal and Steel Community, received at the joint railway station at Chiasso (Switzerland) and forwarded by rail to a station in Italian territory, shall be covered by the Agreement in respect of the sections between the station of dispatch and Chiasso station.

Chapter III

SPECIAL PROVISIONS FOR CONSIGNMENTS OF COAL AND STEEL THROUGH VALLORBE STATION

Article 1

For the consignment of a product included in the table below over the lines of the Swiss Railways through Vallorbe Station (Switzerland):

— from a station in Italian territory

— to a French station south or west of the line Delle – Morvillars – Montbéliard – Belfort – Lure – Vesoul – Port d'Atelier – Cullmont-Chalindrez – Langres – Chaumont – Bar-sur-Aube – Vitry-le-François – Châlons-sur-Marne – Reims – Laon – Amiens – Abbeville – Le Tréport, and vice versa,

the portion accruing to the Swiss Railways, determined in accordance with the third paragraph of Article 2 of the Agreement, may be subject to a reduction in comparison with the portion accruing to the Swiss Railways in respect of a like consignment over the same route through Swiss territory:

— from a station in Italian territory

— to a station in the territory of a Member State of the Community, either along the line indicated above, or to the north or east of that line, and vice versa.

The amount of the reduction, expressed as a percentage, must not exceed the rates set out in the table below.

Goods	Reduction %
Fuels Scrap	26
Pig-iron, crude steel Semi-finished products	30
Finished products	37

Article 2

This Special Regulation is the outcome of an agreement between Swiss railway authorities on the apportionment between them of the traffic in Swiss territory which is embodied in the provisions on rates and conditions contained in the 'Through-tariffs goods consigned by wagon-

load between Italy and Switzerland, via Gotthard or Simplon — Part III, Appendix (1 May 1954 edition)'.

This Special Regulation will remain in force for the period of application of the abovementioned agreement, and, since it provides only for exceptional arrangements, it will lapse on the same date as that agreement.

If the Swiss railway authorities should consider it necessary to conclude a new agreement on the apportionment between them of the traffic over Swiss territory, the provisions of Article 1 of this Chapter should, on request by one of the Contracting Parties, be amended, subject to the restriction that no such amendment may result in an increase in the rates of reduction set out in the table above.

Chapter IV

SPECIAL PROVISIONS FOR THE CARRIAGE OF COAL AND STEEL FROM OR TO A STATE WHICH IS NOT A MEMBER OF THE EUROPEAN COAL AND STEEL COMMUNITY

Sole Article

The carriage of coal and steel over the lines of the Swiss Railways:

— from a State which is not a Member State of the Community to a Member State of the Community,

— from a Member State of the Community to a State which is not a Member State of the Community,

— from a State which is not a Member State of the Community to a State which is not a Member State of the Community

shall in respect of the Swiss section and sections in the Member States of the Community be covered by Article 2 of the Agreement.

AGREEMENT

between the Member States of the European Coal and Steel Community and the Swiss Confederation[1]

THE KINGDOM OF BELGIUM,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE FRENCH REPUBLIC,

IRELAND,

THE ITALIAN REPUBLIC,

THE GRAND DUCHY OF LUXEMBOURG,

THE KINGDOM OF THE NETHERLANDS,

THE KINGDOM OF NORWAY, and

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

being members of the European Coal and Steel Community, and

THE EUROPEAN COAL AND STEEL COMMUNITY,

of the one part, and

THE SWISS CONFEDERATION

of the other part,

WHEREAS the European Economic Community and the Swiss Confederation are concluding an Agreement concerning the sectors covered by that Community,

---

[1] OJ No L 350, 19.12.1973.

PURSUING the same objectives and desiring to find like solutions for the sector covered by the European Coal and Steel Community,

HAVE DECIDED, in pursuit of these objectives and considering that no provision of this Agreement may be interpreted as exempting the Contracting Parties from the obligations which are incumbent upon them under other international agreements,

TO CONCLUDE THIS AGREEMENT:

Article 1

This Agreement shall apply to products covered by the European Coal and Steel Community which are specified in the Annex and originate in that Community or the Swiss Confederation.

Article 2

1. No new customs duty on imports shall be introduced in trade between the Community and Switzerland.

2. Customs duties on imports shall be progressively abolished in accordance with the following timetable:

(a) on 1 April 1973 each duty shall be reduced to 80% of the basic duty;

(b) four further reductions of 20% each shall be made on:
1 January 1974,
1 January 1975,
1 January 1976,
1 July 1977.

Article 3

1. The provisions concerning the progressive abolition of customs duties on imports shall also apply to customs duties of a fiscal nature.

The Contracting Parties may replace a customs duty of a fiscal nature or the fiscal element of a customs duty by an internal tax.

2. Denmark, Ireland, Norway and the United Kingdom may retain until 1 January 1976 a customs duty of a fiscal nature or the fiscal element of a customs duty in the event of implementation of Article 38 of the 'Act concerning the Conditions of Accession and the Adjustments to the Treaties' drawn up and adopted within the Conference between the European Communities and the Kingdom of Denmark, Ireland, the Kingdom of Norway and the United Kingdom of Great Britain and Northern Ireland.

Article 4

1. The basic duty to which the successive reductions provided for in Article 2 are to be applied shall, for each product, be the duty actually applied on 1 January 1972.

2. The reduced duties calculated in accordance with Article 2 shall be applied rounded to the first decimal place.

Subject to the application by the Community of Article 39 (5) of the 'Act concerning the Conditions of Accession and the Adjustments to the Treaties' drawn up and adopted within the Conference between the European Communities and the Kingdom of Denmark, Ireland, the Kingdom of Norway and the United Kingdom of Great Britain and Northern Ireland, as regards the specific duties or the specific part of the mixed duties in the Irish Customs Tariff, Article 2 shall be applied, with rounding to the fourth decimal place.

Article 5

1. No new charge having an effect equivalent to a customs duty on imports shall be introduced in trade between the Community and Switzerland.

2. Charges having an effect equivalent to customs duties on imports introduced on or after 1 January 1972 in trade between the Community and Switzerland shall be abolished upon the entry into force of the Agreement.

Any charge having an effect equivalent to a customs duty on imports, the rate of which on 31 December 1972 is higher than that actually applied on 1 January 1972, shall be reduced to the latter rate upon the entry into force of the Agreement.

3. Charges having an effect equivalent to customs duties on imports shall be progesssively abolished in accordance with the following timetable:

(a) by 1 January 1974 at the latest each charge shall be reduced to 60% of the rate applied on 1 January 1972;

(b) three further reductions of 20% each shall be made on:

1 January 1975,
1 January 1976,
1 July 1977.

Article 6

No customs duty on exports or charge having equivalent effect shall be introduced in trade between the Community and Switzerland.

Customs duties on exports and charges having equivalent effect shall be abolished not later than 1 January 1974.

Article 7

The provisions determining the rules of origin for the application of the Agreement between the European Economic Community and the Swiss Confederation signed this same day shall also be applicable to this Agreement.

Article 8

A Contracting Party which is considering the reduction of the effective level of its duties or charges having equivalent effect applicable to third countries benefiting from most-favoured-nation treatment, or which is considering the suspension of their application, shall, as far as may be practicable, notify the Joint Committee not less than thirty days before such reduction or suspension comes into effect. It shall take note of any representations by the other Contracting Party regarding any distortions which might result therefrom.

Article 9

1. No new quantitative restriction on imports or measure having equivalent effect shall be introduced in trade between the Community and Switzerland.

2. Quantitative restrictions on imports shall be abolished on 1 January 1973 and any measures having an effect equivalent to quantitative restrictions on imports shall be abolished not later than 1 January 1975.

Article 10

From 1 July 1977 products originating in Switzerland may not enjoy more favourable treatment when imported into the Community than that applied by the Member States of the Community between themselves.

Article 11

The Agreement shall not modify the provisions of the Treaty establishing the European Coal and Steel Community or the powers and jurisdiction deriving therefrom.

Article 12

The Agreement shall not preclude the maintenance or establishment of customs unions, free trade areas or arrangements for frontier trade, except in so far as they alter the trade arrangements provided for in the Agreement, in particular the provisions concerning rules of origin.

Article 13

The Contracting Parties shall refrain from any measure or practice of an internal fiscal nature establishing, whether directly or indirectly, discrimination between the products of one Contracting Party and like products originating in the territory of the other Contracting Party.

Products exported to the territory of one of the Contracting Parties may not benefit from repayment of internal taxation in excess of the amount of direct or indirect taxation imposed on them.

Article 14

Payments relating to trade in goods and the transfer of such payments to the Member State of the Community in which the creditor is resident or to Switzerland shall be free from any restrictions.

The Contracting Parties shall refrain from any exchange or administrative restriction on the grant, repayment or acceptance of short- and medium-term credits covering commercial transactions in which a resident participates.

Article 15

The Agreement shall not preclude prohibitions or restrictions on imports, exports or goods in transit justified on grounds of public morality, law and order or public security, the protection of life and health of humans, animals or plants, the protection of national treasures of artistic, historic or archaeological value, or the protection of industrial and commercial property. Such prohibitions or restrictions must not, however, constitute a means of arbitrary discrimination or a disguised restriction on trade between the Contracting Parties.

Article 16

Nothing in the Agreement shall prevent a Contracting Party from taking any measures:

(a) which it considers necessary to prevent the disclosure of information contrary to its essential security interests;

(b) which relate to trade in arms, munitions or war materials or to research, development or production indispensable for defence purposes, provided that such measures do not impair the conditions of competition in respect of products not intended for specifically military purposes;

(c) which it considers essential to its own security in time of war or serious international tension.

Article 17

1. The Contracting Parties shall refrain from any measure likely to jeopardize the fulfilment of the objectives of the Agreement.

2. They shall take any general or specific measures required to fulfil their obligations under the Agreement.

If either Contracting Party considers that the other Contracting Party has failed to fulfil an obligation under the Agreement, it may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 23.

Article 18

1. The following are incompatible with the proper functioning of the Agreement in so far as they may affect trade between the Community and Switzerland:

(i) all agreements between undertakings, decisions by associations of undertakings and concerted practices between undertakings which have as their object or effect the prevention, restriction or distortion of competition as regards the production of or trade in goods;

(ii) abuse by one or more undertakings of a dominant position in the territories of the Contracting Parties as a whole or in a substantial part thereof;

(iii) any public aid which distorts or threatens to distort competition by favouring certain undertakings or the production of certain goods.

2. Should a Contracting Party consider that a given practice is incompatible with this Article, it may take the appropriate measures under the conditions and in accordance with the procedures laid down in Article 23.

Article 19

If the offers made by Swiss undertakings are likely to be detrimental to the functioning of the Common Market and if any such detriment is attributable to a difference in the conditions of competition as regards prices, Member States may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 23.

Article 20

Where an increase in imports of a given product is or is likely to be seriously detrimental to any production activity carried on in the

territory of one of the Contracting Parties and where this increase is due to:

(i) the partial or total reduction in the importing Contracting Party, as provided for in the Agreement, of customs duties and charges having equivalent effect levied on the product in question; and

(ii) the fact that the duties or charges having equivalent effect levied by the exporting Contracting Party on imports of raw materials or intermediate products used in the manufacture of the product in question are significantly lower than the corresponding duties or charges levied by the importing Contracting Party;

the Contracting Party concerned may take the appropriate measures under the conditions and in accordance with the procedures laid down in Article 23.

Article 21

If one of the Contracting Parties finds that dumping is taking place in trade with the other Contracting Party, it may take appropriate measures against this practice in accordance with the provisions of the Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade, under the conditions and in accordance with the procedures laid down in Article 23.

Article 22

If serious disturbances arise in any sector of the economy or if difficulties arise which could bring about serious deterioration in the economic situation of a region, the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 23.

Article 23

1. In the event of a Contracting Party subjecting imports of products liable to give rise to the difficulties referred to in Articles 20 and 22 to an administrative procedure, the purpose of which is to provide rapid information on the trend of trade flows, it shall inform the other Contracting Party.

2. In the cases specified in Articles 17 to 22, before taking the measures provided for therein or, in cases to which paragraph 3 (e) applies, as

soon as possible, the Contracting Party in question shall supply the Joint Committee with all relevant information required for a thorough examination of the situation with a view to seeking a solution acceptable to the Contracting Parties.

In the selection of measures, priority must be given to those which least disturb the functioning of the Agreement.

The safeguard measures shall be notified immediately to the Joint Committee and shall be the subject of periodical consultations within the Committee, particularly with a view to their abolition as soon as circumstances permit.

3. For the implementation of paragraph 2, the following provisions shall apply:

(a) As regards Article 18, either Contracting Party may refer the matter to the Joint Committee if it considers that a given practice is incompatible with the proper functioning of the Agreement within the meaning of Article 18 (1).

The Contracting Parties shall provide the Joint Committee with all relevant information and shall give it the assistance it requires in order to examine the case and, where appropriate, to eliminate the practice objected to.

If the Contracting Party in question fails to put an end to the practice objected to within the period fixed by the Joint Committee, or in the absence of agreement in the Joint Committee within three months of the matter being referred to it, the Contracting Party concerned may adopt any safeguard measures it considers necessary to deal with the serious difficulties resulting from the practices in question; in particular it may withdraw tariff concessions.

(b) As regards Article 19, the Contracting Parties shall provide the Joint Committee with all relevant information and shall give it the assistance it requires in order to examine the case and, where necessary, to consider appropriate measures.

If Switzerland fails to put an end to the practice objected to within the period fixed by the Joint Committee, or in the absence of agreement in the Joint Committee, the Member States may adopt the safeguard measures they consider necessary to avoid, or put an

end to, any detriment to the functioning of the common market; in particular they may withdraw tariff concessions.

(c) As regards Article 20, the difficulties arising from the situation referred to in that Article shall be referred for examination to the Joint Committee, which may take any decision needed to put an end to such difficulties.

If the Joint Committee or the exporting Contracting Party has not taken a decision putting an end to the difficulties within thirty days of the matter being referred, the importing Contracting Party is authorized to levy a compensatory charge on the product imported.

The compensatory charge shall be calculated according to the incidence on the value of the goods in question of the tariff disparities in respect of the raw materials or intermediate products incorporated therein.

(d) As regards Article 21, consultation in the Joint Committee shall take place before the Contracting Party concerned takes the appropriate measures.

(e) Where exceptional circumstances requiring immediate action make prior examination impossible, the Contracting Party concerned may, in the situations specified in Articles 20, 21 and 22 and also in the case of export aids having a direct and immediate incidence on trade, apply forthwith the precautionary measures strictly necessary to deal with the situation.

Article 24

Where one or more Member States of the Community or Switzerland is in difficulties or is seriously threatened with difficulties as regards its balance of payments, the Contracting Party concerned may take the necessary safeguard measures. It shall inform the other Contracting Party forthwith.

Article 25

1. A Joint Committee is hereby established, which shall be responsible for the administration of the Agreement and shall ensure its proper

implementation. For this purpose, it shall make recommendations and take decisions in the cases provided for in the Agreement. These decisions shall be put into effect by the Contracting Parties in accordance with their own rules.

2. For the purpose of the proper implementation of the Agreement, the Contracting Parties shall exchange information and, at the request of either Party, shall hold consultations within the Joint Committee.

3. The Joint Committee shall adopt its own rules of procedure.

Article 26

1. The Joint Committee shall consist of representatives of the Contracting Parties.

2. The Joint Committee shall act by mutual agreement.

Article 27

1. Each Contracting Party shall preside in turn over the Joint Committee, in accordance with the arrangements to be laid down in its rules of procedure.

2. The Chairman shall convene meetings of the Joint Committee at least once a year in order to review the general functioning of the Agreement.

The Joint Committee shall, in addition, meet whenever special circumstances so require, at the request of either Contracting Party, in accordance with the conditions to be laid down in its rules of procedure.

3. The Joint Committee may decide to set up any working party that can assist it in carrying out its duties.

Article 28

The Annex to the Agreement shall form an integral part thereof.

Article 29

Either Contracting Party may denounce the Agreement by notifying the other Contracting Party. The Agreement shall cease to be in force twelve months after the date of such notification.

Article 30

The Agreement shall apply, on the one hand, to the territories to which the Treaty establishing the European Coal and Steel Community applies upon the terms laid down in that Treaty and, on the other, to the territory of the Swiss Confederation.

Article 31

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

This Agreement will be approved by the Contracting Parties in accordance with their own procedures.

It shall enter into force on 1 January 1973, provided that the Contracting Parties have notified each other before that date that the procedures necessary to this end have been completed.

In the event of application of Article 2 (3) of the Decision of the Council of the European Communities of 22 January 1972 concerning the accession of the Kingdom of Denmark, Ireland, the Kingdom of Norway and the United Kingdom of Great Britain and Northern Ireland to the European Coal and Steel Community, this Agreement may take effect only for the States that have deposited the instruments specified in that paragraph.

After 1 January 1973, this Agreement shall enter into force on the first day of the second month following the notification referred to in paragraph 3. The final date for such notification shall be 30 November 1973.

The provisions applicable on 1 April 1973 shall be applied upon the entry into force of this Agreement if it enters into force after that date.

Udfærdiget i Bruxelles, den toogtyvende juli nitten hundrede og tooghalvfjerds.

Geschehen zu Brüssel am zweiundzwanzigsten Juli neunzehnhundertzweiundsiebzig.

Done at Brussels on this twenty-second day of July in the year one thousand nine hundred and seventy-two.

Fait à Bruxelles, le vingt-deux juillet mil neuf cent soixante-douze.

Fatto a Bruxelles, il ventidue luglio millenovecentosettantadue.

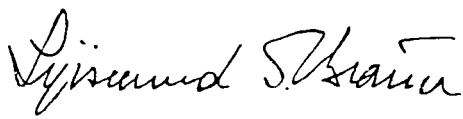
Gedaan te Brussel, de tweeëntwintigste juli negentienhonderdtweeënzeventig.

Utferdiget i Brussel, tjueandre juli nitten hundre og syttito.

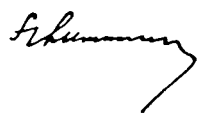
Pour le Royaume de Belgique
Voor het Koninkrijk België

På Kongeriget Danmarks vegne

Für die Bundesrepublik Deutschland



Pour la République française



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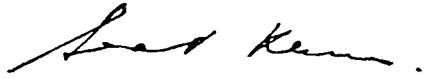
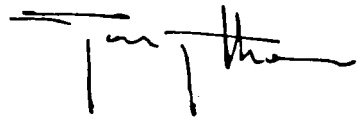


Per la Repubblica italiana

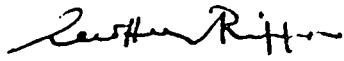
Pour le Grand-Duché de Luxembourg



Voor het Koninkrijk der Nederlanden

For Kongeriket Norge

For the United Kingdom of Great Britain and Northern Ireland



Für die Schweizerische Eidgenossenschaft
Pour la Confédération suisse
Per la Confederazione svizzera

ANNEX

List of products referred to in Article 1 of the Agreement

Brussels Nomenclature heading No	Description
26.01	Metallic ores and concentrates and roasted iron pyrites: A. Iron ores and concentrates and roasted iron pyrites: II. Other B. Manganese ores and concentrates, including manganiferous iron ores and concentrates with a manganese content of 20% or more by weight
26.02	Slag, dross, scalings and similar waste from the manufacture of iron or steel: A. Blast-furnace dust
27.01	Coal; briquettes, ovoids and similar solid fuels manufactured from coal
27.02	Lignite, whether or not agglomerated
27.04	Coke and semi-coke of coal, of lignite or of peat: A. Of coal: II. Other B. Of lignite
73.01	Pig iron, cast iron and spiegeleisen, in pigs, blocks, lumps and similar forms
73.02	Ferro-alloys: A. Ferro-manganese: I. Containing more than 2% by weight of carbon (high-carbon ferro-manganese)
73.03	Waste and scrap-metal of iron or steel
73.05	Iron or steel powders; sponge iron or steel: B. Sponge iron or steel
73.06	Puddled bars and pilings; ingots, blocks, lumps and similar forms, of iron or steel
73.07	Blooms, billets, slabs and sheet bars (including tinplate bars), of iron or steel; pieces roughly shaped by forging, of iron or steel: A. Blooms and billets: I. Rolled B. Slabs and sheet bars (including tinplate bars): I. Rolled
73.08	Iron or steel coils for re-rolling
73.09	Universal plates of iron or steel

Brussels Nomenclature heading No	Description
73.10	Bars and rods (including wire rod), of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished (including precision-made); hollow mining-drill steel: A. Not further worked than hot-rolled or extruded D. Clad or surface-worked (for example, polished, coated): I. Not further worked than clad: (a) Hot-rolled or extruded
73.11	Angles, shapes and sections, of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished; sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements: A. Angles, shapes and sections: I. Not further worked than hot-rolled or extruded IV. Clad or surface-worked (for example, polished, coated): (a) Not further worked than clad: 1. Hot-rolled or extruded B. Sheet piling
73.12	Hoop and strip, of iron or steel, hot-rolled or cold-rolled: A. Not further worked than hot-rolled B. Not further worked than cold-rolled: I. In coils for the manufacture of tinplate (a) C. Clad, coated or otherwise surface-treated: III. Tinned: (a) Tinplate V. Other (for example, copper-plated, artificially oxidized, lacquered, nickel-plated, varnished, clad, parkerized, printed): (a) Not further worked than clad: 1. Hot-rolled
73.13	Sheets and plates, of iron or steel, hot-rolled or cold-rolled: A. 'Electrical' sheets and plates B. Other sheets and plates: I. Not further worked than hot-rolled II. Not further worked than cold-rolled, of a thickness of: (b) More than 1 mm but less than 3 mm (c) 1 mm or less III. Not further worked than burnished, polished or glazed IV. Clad, coated or otherwise surface-treated: (b) Tinned: 1. Tinplate 2. Other (c) Zinc-coated or lead-coated (d) Other (for example, copper-plated, artificially oxidized, lacquered, nickel-plated, varnished, clad, parkerized, printed) V. Otherwise shaped or worked: (a) Cut into shapes other than rectangular shapes, but not further worked: 2. Other

(a) Entry under this subheading is subject to conditions to be determined by the competent authorities.

Brussels Nomenclature heading No	Description
73.15	Alloy steel and high-carbon steel in the forms mentioned in headings Nos 73.06 to 73.14: A. High-carbon steel: I. Ingots, blooms, billets, slabs and sheet bars: (b) Other III. Coils for re-rolling IV. Universal plates V. Bars and rods (including wire rod) and hollow mining-drill steel; angles, shapes and sections: (b) Not further worked than hot-rolled or extruded (d) Clad or surface-worked (for example, polished, coated): 1. Not further worked than clad: (aa) Hot-rolled or extruded VI. Hoop and strip: (a) Not further worked than hot-rolled (c) Clad, coated or otherwise surface-treated: 1. Not further worked than clad: (aa) Hot-rolled VII. Sheets and plates: (a) Not further worked than hot-rolled (b) Not further worked than cold-rolled, of a thickness of: 2. Less than 3 mm (c) Polished, clad, coated or otherwise surface-treated (d) Otherwise shaped or worked: 1. Cut into shapes other than rectangular shapes, but not further worked B. Alloy steel: I. Ingots, blooms, billets, slabs and sheet bars: (b) Other III. Coils for re-rolling IV. Universal plates V. Bars and rods (including wire rod) and hollow mining-drill steel; angles, shapes and sections: (b) Not further worked than hot-rolled or extruded (d) Clad or surface-worked (for example, polished, coated): 1. Not further worked than clad: (aa) Hot-rolled or extruded VI. Hoop and strip: (a) Not further worked than hot-rolled (c) Clad, coated or otherwise surface-treated: 1. Not further worked than clad: (aa) Hot-rolled VII. Sheets and plates: (a) 'Electrical' sheets and plates: (b) Other sheets and plates: 1. Not further worked than hot-rolled 2. Not further worked than cold-rolled, of a thickness of: (bb) Less than 3 mm 3. Polished, clad, coated or otherwise surface-treated 4. Otherwise shaped or worked: (aa) Cut into shapes other than rectangular shapes, but not further worked

Brussels Nomenclature heading No	Description
73.16	Railway and tramway track construction material of iron or steel, the following: rails, check-rails, switch blades, crossings (or frogs), crossing pieces, point rods, rack rails, sleepers, fish-plates, chairs, chair wedges, sole plates (base plates), rail clips, bedplates, ties and other material specialized for joining or fixing rails: A. Rails: II. Other B. Check-rails C. Sleepers D. Fish-plates and sole plates: I. Rolled

FINAL ACT

The representatives of

THE KINGDOM OF BELGIUM,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE FRENCH REPUBLIC,

IRELAND,

THE ITALIAN REPUBLIC,

THE GRAND DUCHY OF LUXEMBOURG,

THE KINGDOM OF THE NETHERLANDS,

THE KINGDOM OF NORWAY, and

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

being members of the European Coal and Steel Community,

and of THE SWISS CONFEDERATION,

assembled at Brussels on this twenty-second day of July in the year one thousand nine hundred and seventy-two,

for the signature of the Agreement between the Member States of the European Coal and Steel Community and the Swiss Confederation,

at the time of signature of this Agreement, have taken note of the following declaration annexed to this Act:

Declaration by the Government of the Federal Republic of Germany concerning application of the Agreement to Berlin.

The abovementioned representatives

and the representative of the

PRINCIPALITY OF LIECHTENSTEIN,

have signed the Additional Agreement concerning the validity, for the Principality of Liechtenstein, of the Agreement between the Member States of the European Coal and Steel Community and the Swiss Confederation of 22 July 1972.

Udfærdiget i Bruxelles, den toogtyvende juli nitten hundrede og tooghalvfjerds.

Geschehen zu Brüssel am zweiundzwanzigsten Juli neunzehnhundertzweiundsiebzig.

Done at Brussels on this twenty-second day of July in the year one thousand nine hundred and seventy-two.

Fait à Bruxelles, le vingt-deux juillet mil neuf cent soixante-douze.

Fatto a Bruxelles, il ventidue luglio millenovecentosettantadue.

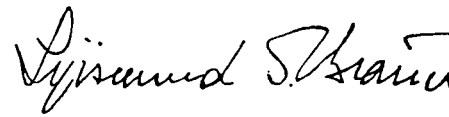
Gedaan te Brussel, de tweeëntwintigste juli negentienhonderdtweeënzeventig.

Utferdiget i Brussel, tjueandre juli nitten hundre og syttito.

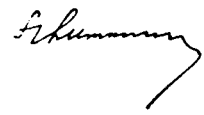
Pour le Royaume de Belgique
Voor het Koninkrijk België

På Kongeriget Danmarks vegne

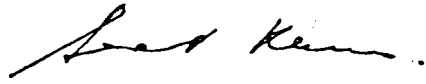
Für die Bundesrepublik Deutschland



Pour la République française

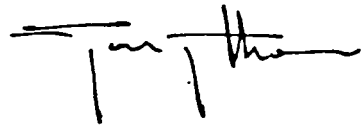


For Ireland

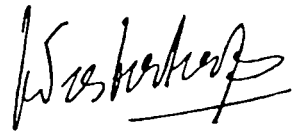


Per la Repubblica italiana

Pour le Grand-Duché de Luxembourg



Voor het Koninkrijk der Nederlanden



For Kongeriket Norge

For the United Kingdom of Great Britain and Northern Ireland

Für die Schweizerische Eidgenossenschaft
Pour la Confédération suisse
Per la Confederazione svizzera

DECLARATION

Declaration by the Government of the Federal Republic of Germany concerning application of the Agreement to Berlin

The Agreement is also applicable to Land Berlin, in so far as the Government of the Federal Republic of Germany does not make a declaration to the contrary within three months of the entry into force of the Agreement.

ADDITIONAL AGREEMENT

concerning the validity, for the Principality of Liechtenstein, of the Agreement between the Members States of the European Coal and Steel Community and the Swiss Confederation of 22 July 1972(1)

THE KINGDOM OF BELGIUM,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE FRENCH REPUBLIC,

IRELAND,

THE ITALIAN REPUBLIC,

THE GRAND DUCHY OF LUXEMBOURG,

THE KINGDOM OF THE NETHERLANDS,

THE KINGDOM OF NORWAY, and

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

being members of the European Coal and Steel Community,

THE SWISS CONFEDERATION, and

THE PRINCIPALITY OF LIECHTENSTEIN,

WHEREAS by the Treaty of 29 March 1923 the Principality of Liechtenstein and Switzerland constitute a customs union and whereas that Treaty does not confer validity for the Principality of Liechtenstein on all the provisions of the Agreement between the Member States of the European Coal and Steel Community and the Swiss Confederation signed on 22 July 1972;

---

(1) OJ No L 350, 19.12.1973.

WHEREAS the Principality of Liechtenstein has expressed the desire that all the provisions of that Agreement should apply to it,

HAVE AGREED AS FOLLOWS:

Article 1

The Agreement between the Member States of the European Coal and Steel Community and the Swiss Confederation signed on 22 July 1972 shall likewise apply to the Principality of Liechtenstein.

Article 2

For the purpose of applying the Agreement referred to in Article 1 and without modifying its bilateral nature between the Member States of the Community and Switzerland, the Principality of Liechtenstein may cause its interests to be represented through a representative within the Swiss delegation to the Joint Committee.

Article 3

This additional Agreement will be approved by Switzerland, the Principality of Liechtenstein and the Member States of the Community in accordance with their own procedures. It shall enter into force at the same time as the Agreement referred to in Article 1 and shall continue to apply for so long as the Treaty of 29 March 1923 remains in force.

Udfærdiget i Bruxelles, den toogtyvende juli nitten hundrede og tooghalvfjerds.

Geschehen zu Brüssel am zweiundzwanzigsten Juli neunzehnhundertzweiundsiebzig.

Done at Brussels on this twenty-second day of July in the year one thousand nine hundred and seventy-two.

Fait à Bruxelles, le vingt-deux juillet mil neuf cent soixante-douze.

Fatto a Bruxelles, il ventidue luglio millenovecentosettantadue.

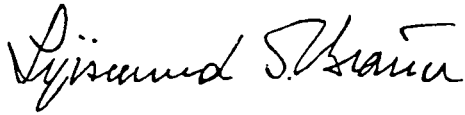
Gedaan te Brussel, de tweeëntwintigste juli negentienhonderdtweeënzeventig.

Utferdiget i Brussel, tjueandre juli nitten hundre og syttito.

Pour le Royaume de Belgique
Voor het Koninkrijk België

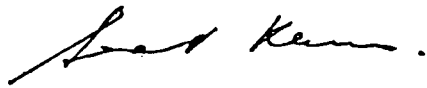
På Kongeriget Danmarks vegne

Für die Bundesrepublik Deutschland



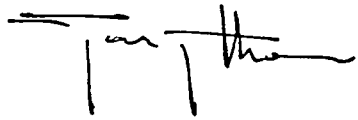
Pour la République française

For Ireland

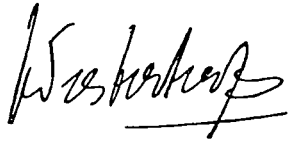


Per la Repubblica italiana

Pour le Grand-Duché de Luxembourg

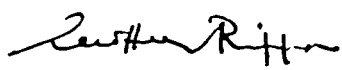


Voor het Koninkrijk der Nederlanden



For Kongeriket Norge

For the United Kingdom of Great Britain and Northern Ireland



Für die Schweizerische Eidgenossenschaft
Pour la Confédération suisse
Per la Confederazione svizzera

Für das Fürstentum Liechtenstein

Contracting Parties	Date of Signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force	Duration

— the AGREEMENT on the introduction of through international railway tariffs for the carriage of coal and steel through Swiss territory (1)

ECSC and Member States / SWITZERLAND	28.7.1956	n. Switzerland 1.5.1957(2)	1.6.1957(1)	indefinite

— the AGREEMENT between the Member States of the European Coal and Steel Community and the Swiss Confederation (3)

Member States of ECSC / SWITZERLAND	22.7.1972	n. 29.11.1973	1.1.1974(4)	indefinite

— the Additional AGREEMENT concerning the validity, for the Principality of LIECHTENSTEIN, of the AGREEMENT between the Member States of the European Coal and Steel Community and the Swiss Confederation of 22 July 1972 (3)

Member States of ECSC				
SWITZERLAND LIECHTENSTEIN	22.7.1972	29.11.1973	1.1.1974(4)	indefinite

(1) OJ ECSC No 17, 29.5.1957. English version appears in OJ Special Edition, Second Series VIII (September 1974).
(2) The High Authority of the ECSC accepted this Agreement by virtue of its signature (Article 10 of the Agreement).
(3) OJ No L 350, 19.12.1973.
(4) OJ No L 351, 20.12.1973.

Agreement
between the ECSC and Turkey

AGREEMENT

on products within the province of the European Coal and Steel Community(1)

HIS MAJESTY THE KING OF THE BELGIANS,

THE PRESIDENT OF THE FEDERAL REPUBLIC OF GERMANY,

THE PRESIDENT OF THE FRENCH REPUBLIC,

THE PRESIDENT OF THE ITALIAN REPUBLIC,

HIS ROYAL HIGHNESS THE GRAND DUKE OF LUXEMBOURG,

HER MAJESTY THE QUEEN OF THE NETHERLANDS,

Contracting Parties to the Treaty establishing the European Coal and Steel Community, signed in Paris on 17 April 1951, whose States are hereinafter referred to as 'the Member States',

of the one part, and

THE PRESIDENT OF THE TURKISH REPUBLIC,

of the other part,

CONSIDERING that the abovementioned Member States have concluded among themselves the Treaty establishing the European Coal and Steel Community;

CONSIDERING that they have also concluded the Treaty establishing the European Economic Community, Article 232 of which lays down that the provisions of that Treaty shall not affect the provisions of the Treaty establishing the European Coal and Steel Community, in particular as regards the rights and obligations of Member States;

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(1) OJ No L 293, 29.12.1972. No English version had yet been published in the OJ as at 31.12.1975.

CONSIDERING that the Agreement establishing an Association between the European Economic Community and Turkey does not apply to products within the province of the European Coal and Steel Community;

DESIRING nevertheless to maintain and increase trade in those products between the Member States and Turkey;

HAVE DESIGNATED as their Plenipotentiaries:

His Majesty the King of the Belgians:

Mr Pierre HARMEL,
Minister for Foreign Affairs;

The President of the Federal Republic of Germany:

Mr Walter SCHEEL,
Minister for Foreign Affairs;

The President of the French Republic:

Mr Maurice SCHUMANN,
Minister for Foreign Affairs;

The President of the Italian Republic:

Mr Mario PEDINI,
Under-Secretary of State for Foreign Affairs;

His Royal Highness the Grand Duke of Luxembourg:

Mr Gaston THORN,
Minister for Foreign Affairs;

Her Majesty the Queen of the Netherlands:

Mr J. M. A. H. LUNS,
Minister for Foreign Affairs;

The President of the Turkish Republic:

Mr Ihsan Sabri ÇAĞLAYANGİL,
Minister for Foreign Affairs;

WHO, having exchanged their Full Powers, found in good and due form,

HAVE AGREED AS FOLLOWS:

Article 1

In respect of products which come from Member States or Turkey which are within the province of the European Coal and Steel Community, customs duties and charges having equivalent effect and also quantitative restrictions and measures having equivalent effect in force between Member States and Turkey shall, save where measures are taken pursuant to Chapter X of the Treaty establishing the European Coal and Steel Community, be progressively abolished in accordance with the conditions laid down in Article 2 of this Agreement.

Article 2

1. Trade barriers shall be abolished by Member States and by Turkey in accordance with a timetable adopted by mutual agreement of the Contracting Parties.

2. The Contracting Parties shall also determine the terms on which the products referred to in this Agreement shall be eligible for preferential treatment.

Article 3

Turkey shall not, in the fields covered by this Agreement, receive treatment more favourable than that which Member States extend to each other pursuant to the Treaty establishing the European Coal and Steel Community.

Article 4

Consultations shall take place between the Parties concerned in all cases where, in the opinion of one of them, the implementation of the above provisions calls for such consultations.

Article 5

This Agreement shall not affect the provisions of the Treaty establishing the European Coal and Steel Community, or the powers or jurisdiction conferred by that Treaty.

Article 6

The Annex on German internal trade and connected problems shall form an integral part of this Agreement.

Article 7

1. This Agreement shall be ratified by the Signatory States in accordance with their respective constitutional requirements.

The instruments of ratification shall be exchanged at Brussels.

2. This Agreement shall enter into force on the first day of the month following the date on which the instruments of ratification have been exchanged.

Article 8

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

In witness whereof, the undersigned Plenipotentiaries have signed this Agreement.

Done at Brussels this twenty-third day of November in the year one thousand nine hundred and seventy.

For His Majesty the King of the Belgians,
Pierre HARMEL

For the President of the Federal Republic of Germany,
Walter SCHEEL

For the President of the French Republic,
Maurice SCHUMANN

For the President of the Italian Republic,
Mario PEDINI

For His Royal Highness the Grand Duke of Luxembourg,
Gaston THORN

For Her Majesty the Queen of the Netherlands,
J. M. A. H. LUNS

For the President of the Republic of Turkey,
Ihsan Sabri ÇAĞLAYANGİL

ANNEX

on German internal trade and connected problems

THE HIGH CONTRACTING PARTIES,

Taking into consideration the conditions at present existing by reason of the division of Germany,

HAVE AGREED AS FOLLOWS:

1. Since trade between the German territories subject to the Basic Law for the Federal Republic of Germany and the German territories in which the Basic Law does not apply is a part of German internal trade, the application of the Agreement on products within the province of the European Coal and Steel Community requiries no change in the treatment currently accorded to this trade.

2. Each Contracting Party shall inform the other Contracting Party of any agreements relating to trade with the German territories in which the Basic Law for the Federal Republic of Germany does not apply, and of any implementing provisions. Each Contracting Party shall ensure that the implementation of such agreements does not conflict with the principles of the Agreement on products within the province of the European Coal and Steel Community, and shall in particular take appropriate measures to avoid harming the economy of the other Contracting Party.

3. Each Contracting Party may take appropriate measures to prevent any difficulties arising for it from trade between the other Contracting Party and the German territories in which the Basic Law for the Federal Republic of Germany does not apply.

DECLARATIONS

by the Government of the Federal Republic of Germany on the Agreement relating to products within the province of the European Coal and Steel Community

1. *Declaration on the definition of the expression 'German national'*

   All Germans as defined in the Basic Law for the Federal Republic of Germany shall be considered nationals of the Federal Republic of Germany.

2. *Declaration on the application to Berlin of the Agreement in respect of products within the province of the European Coal and Steel Community*

   The Agreement on products within the province of the European Coal and Steel Community shall apply equally to Land Berlin unless the Government of the Federal Republic of Germany makes a declaration to the contrary to the other Contracting Parties within three months.

INFORMATION CONCERNING

the AGREEMENT on products within the province of the European Coal and Steel Community (concluded between the Member States of that Community and Turkey)(1)

Contracting Parties	Date of signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force	Duration
Member States of ECSC / TURKEY	23.11.1970	e. 29.12.1972	1.1.1973	indefinite

(1) OJ No L 293, 29.12.1972. No English version had yet been published in the OJ as at 31.12.1975.

Agreement
between the ECSC and the International Labour Organization

AGREEMENT

concerning cooperation between the International Labour Organization and the European Coal and Steel Community[1]

The European Coal and Steel Community and the International Labour Organization, desiring to provide a satisfactory basis for the further development of the already existing collaboration between them with a view to making a maximum contribution to economic expansion, the development of employment and the improvement of the standard of living; and having recognized that in view of the supra-national character of the European Coal and Steel Community such collaboration presents problems of a new character for which solutions must be found progressively in the light of experience, have agreed to put into force on an experimental basis the present agreement dealing with mutual consultation and cooperation between the International Labour Organization and the European Coal and Steel Community:

Mutual consultation

1. The International Labour Organization and the High Authority of the European Coal and Steel Community will consult regularly on matters of mutual interest for the purpose of realizing their objectives in the social and labour fields and eliminating all unnecessary duplication of work.

Consultation with organs of the International Labour Organization and of the Community

2. The Governing Council of the International Labour Office may invite the High Authority of the European Coal and Steel Community

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(1) OJ ECSC No 11, 14.8.1953. English version has not been published in the OJ.

to appoint a representative to consult with the Governing Council of the International Labour Office or any other appropriate organ or meeting of the International Labour Organization on any matter of mutual interest.

The High Authority may likewise invite a representative of the International Labour Organization to consult with the High Authority or any other appropriate organ or meeting of the European Coal and Steel Community on any matter of mutual interest.

Statistical and legislative information

3. The International Labour Organization and the High Authority will combine their efforts to make the best use of statistical and legislative information and to ensure the most effective utilization of their resources in the collection, analysis, publication and dissemination of such information, subject to such arrangements as may be necessary for safeguarding the confidential character of any part of this information, with a view to reducing the burden on the governments and other organizations from which such information is collected.

Exchange of information and documents

4. Subject to such arrangements as may be necessary for the safeguarding of confidential material, the fullest and promptest exchange of information and documents concerning matters of mutual interest shall be made between the International Labour Organization and the European Coal and Steel Community.

5. The High Authority of the European Coal and Steel Community will be kept informed by the International Labour Organization of developments in the work of the Organization which are of interest to the Community.

6. The International Labour Organization will be kept informed by the High Authority of developments in the work of the Community which are of interest to the International Labour Organization.

Industrial committees

7. The Governing Council of the International Labour Office will invite the High Authority to appoint a representative to attend as an observer meetings of the Coal Mines Committee and of the Iron and Steel Committee of the International Labour Organization and will communicate to the High Authority for its information resolutions and conclusions adopted by these Committees which the Governing Council has decided to communicate to the Members of the Organization.

The High Authority will take into consideration the possible effect on its activities of such resolutions and conclusions communicated to it for its information.

Consultative meetings

8. In the event of the need for such meetings arising, the High Authority may consult the International Labour Organization concerning the procedure of their cooperation in respect of any tripartite meetings of governments, employers and workers which it may be desirable to convene to consider certain European problems of interest to the European Coal and Steel Community.

Technical assistance

9. Whenever desirable for the development of its activities, the High Authority of the European Coal and Steel Community may ask the International Labour Organization for technical assistance on matters within the sphere of the International Labour Organization, including for instance the improvement of living and working conditions of the labour force in the coal and steel industries, wages policy, vocational training, re-employment of workers displaced by the evolution of the market or by technological developments, industrial safety, social security and labour statistics, and on any other questions of mutual interest to the two organizations.

10. The International Labour Organization will make every effort to give all appropriate technical assistance to the European Coal and Steel Community with regard to such matters in a manner to be agreed in such cases as may arise.

Financing of special services

11. If compliance with a request for technical assistance made to the International Labour Organization by the High Authority of the European Coal and Steel Community would involve substantial expenditure for the International Labour Organization, the High Authority of the European Coal and Steel Community will be prepared to reimburse such expenditure on a basis to be mutually agreed in each case.

Administrative arrangements

12. The Director-General of the International Labour Office and the President of the High Authority of the European Coal and Steel Community will make appropriate administrative arrangements to ensure effective collaboration and liaison between the staffs of the two organizations.

Supplementary arrangements

13. The International Labour Organization and the High Authority of the European Coal and Steel Community will, through their respective representatives, from time to time review the progress made in establishing effective cooperation between the International Labour Organization and the European Coal and Steel Community.

They will examine such supplementary arrangements as may be found desirable in the light of the operating experience of the two organizations as well as any amendments to be made to the present agreement, in accordance with evolving circumstances and the practical needs of the two organizations.

Any proposals for amendment or supplementary arrangements will be submitted to the Governing Council of the International Labour Office and to the High Authority of the European Coal and Steel Community.

Entry into force

14. The present agreement will enter into force as soon as the Director-General of the International Labour Office and the Chairman of the High Authority of the European Coal and Steel Community have notified each other of the approval of the agreement by the Governing Council of the International Labour Office and the High Authority of the Community.

Jean MONNET
Chairman
of the
High Authority of the European
Coal and Steel Community

David A. MORSE
Director-General
of the
International Labour Office

INFORMATION CONCERNING

the AGREEMENT concerning cooperation between the International Labour Organization and the European Coal and Steel Community (1)

Contracting Parties	Date of signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force	Duration
ECSC	16.7.1953	n. 16.7.1953	16.7.1953	indefinite
ILO	4.7.1953			

(1) OJ ECSC No 11, 14.8.1953. English version has not been published in the OJ.

PART FOUR

Multilateral agreements concluded by the European Economic Community, the European Atomic Energy Community and the European Coal and Steel Community

The information in the tables at the end of each agreement was supplied in the main by the depositaries or by the bodies responsible for the agreement.

CHAPTER 1

Multilateral agreements concluded by the European Economic Community

Association agreements – Commodities agreements – Other agreements

Association agreements

CONVENTION OF ASSOCIATION

between the European Community and the African States and Madagascar associated with the Community[1]

COUNCIL DECISION

of 29 September 1970

on the conclusion of the Convention of Association between the European Economic Community and the African States and Madagascar associated with the Community

(70/539/EEC)

(Only the Dutch, French, German and Italian texts of this Convention are authentic)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community;

Having regard to the Convention of Association between the European Economic Community and the African States and Madagascar associated with that Community, signed at Yaoundé on 29 July 1969;

Having consulted the European Parliament on 9 December 1969,[2]

HAS DECIDED:

Article 1

The Convention of Association between the European Economic Community and the African States and Madagascar associated with that

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[1] OJ No L 282, 28.12.1970. Engish version appears in OJ Special Edition, Second Series, I. External Relations (January 1974).
[2] OJ No C 2, 8.1.1970.

Community, the 10 Protocols attached thereto and the annexes to the Final Act, signed at Yaoundé on 29 July 1969, are concluded, approved and confirmed on behalf of the Community.

Article 2

The President of the Council shall notify this Decision in accordance with Article 58 of the Convention.

Done at Brussels, 29 September 1970.

For the Council
The President
S. von BRAUN

CONVENTION OF ASSOCIATION

between the European Community and the African States and Madagascar associated with the Community

(70/540/EEC)

TABLE OF CONTENTS

PREAMBLE

His Majesty the King of the Belgians,
The President of the Federal Republic of Germany,
The President of the French Republic,
The President of the Italian Republic,
His Royal Highness the Grand Duke of Luxembourg,
Her Majesty the Queen of the Netherlands,

contracting Parties to the Treaty establishing the European Economic Community signed at Rome on 25 March 1957 (hereinafter called the 'Treaty'), whose States are hereinafter called 'Member States', and

The Council of the European Communities,
of the one part, and
The President of the Republic of Burundi,
The President of the Federal Republic of Cameroon,
The President of the Central African Republic,
The President of the Republic of Chad,
The President of the Democratic Republic of the Congo,
The President of the Republic of the Congo (Brazzaville), Head of State,
The President of the Republic of Dahomey,
The President of the Gabonese Republic,
The President of the Republic of the Ivory Coast,
The President of the Malagasy Republic,
The Head of State of the Republic of Mali,
The President of the Islamic Republic of Mauritania,
The President of the Republic of Niger,
The President of the Republic of Rwanda,
The President of the Republic of Senegal,
The President of the Somali Republic,
The President of the Republic of Togo,
The President of the Republic of Upper Volta,

whose States are hereinafter called 'Associated States',

of the other part,

Having regard to the Treaty establishing the European Economic Community;

Reaffirming accordingly their desire to maintain their association;

Desiring to demonstrate their common desire for cooperation on the basis of complete equality and friendly relations while respecting the principles of the United Nations Charter;

Resolved to develop economic relations between the Associated States and the Community;

Resolved to pursue their efforts together for the economic, social and cultural progress of their countries;

Anxious to diversify the economies and to further the industrialization of the Associated States to enable them to strengthen their economic stability and independence;

Conscious of the importance of the development of intra-African cooperation and trade and of international economic relations;

Noting that the Convention of Association signed at Yaoundé on 20 July 1963 has expired;

Have decided to conclude a new Convention of Association between the Community and the Associated States;

and to this end have designated as Plenipotentiaries:

HIS MAJESTY THE KING OF THE BELGIANS:
Mr Charles Hanin, Minister for Middle Class Affairs;

THE PRESIDENT OF THE FEDERAL REPUBLIC OF GERMANY:
Mr Gerhard Jahn, Parliamentary Secretary of State, Ministry for Foreign Affairs;

THE PRESIDENT OF THE FRENCH REPUBLIC:
Mr Yvon Bourges, Secretary of State for Foreign Affairs;

THE PRESIDENT OF THE ITALIAN REPUBLIC:
Mr Mario Pedini, Under-Secretary of State for Foreign Affairs;

HIS ROYAL HIGHNESS THE GRAND DUKE OF LUXEMBOURG:
Mr Albert Borschette, Ambassador Extraordinary and Plenipotentiary;

HER MAJESTY THE QUEEN OF THE NETHERLANDS:
Mr Joseph M. A. H. Luns, Minister for Foreign Affairs;

THE COUNCIL OF THE EUROPEAN COMMUNITIES:
Mr Joseph M. A. H. Luns, President-in-Office of the Council of the European Communities;
Mr Jean Rey, President of the Commission of the European Communities;

THE PRESIDENT OF THE REPUBLIC OF BURUNDI:
Mr Lazare Ntawurishira, Minister for Foreign Affairs and Cooperation;

THE PRESIDENT OF THE FEDERAL REPUBLIC OF CAMEROON:
Mr Vincent Efon, Minister for Planning and Development;

THE PRESIDENT OF THE CENTRAL AFRICAN REPUBLIC:
Mr Louis Alazoula, Minister for Industry, Mining and Geology;

THE PRESIDENT OF THE REPUBLIC OF CHAD:
Mr Abdoulaye Lamana, Minister for Economic Affairs, Finance and Transport;

THE PRESIDENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO:
Mr Crispin Kasasa, Deputy Minister for Foreign Affairs, responsible for External Trade;

THE PRESIDENT OF THE REPUBLIC OF THE CONGO (BRAZZAVILLE), HEAD OF STATE:

Mr Charles Sianard, Minister for Finance and Economic Affairs;

THE PRESIDENT OF THE REPUBLIC OF DAHOMEY:

Mr Daouda Badarou, Minister for Foreign Affairs;

THE PRESIDENT OF THE GABONESE REPUBLIC:

Mr Emile Kassa Mapsi, Minister of State in charge of the Gabonese Embassy to the Benelux countries and to the European Communities;

THE PRESIDENT OF THE REPUBLIC OF THE IVORY COAST:

Mr Konan Bedie, Minister for Economic and Financial Affairs;

THE PRESIDENT OF THE MALAGASY REPUBLIC:

Mr Jacques Rabemananjara, Minister of State for Foreign Affairs;

THE HEAD OF STATE OF THE REPUBLIC OF MALI:

Mr Jean-Marie Kone, Minister of State for Foreign Affairs and Cooperation;

THE PRESIDENT OF THE ISLAMIC REPUBLIC OF MAURITANIA:

Mr Mokhtar Ould Haiba, Minister for Planning;

THE PRESIDENT OF THE REPUBLIC OF NIGER:

Mr Alidou Barkire, Minister for Economic Affairs, Trade and Industry;

THE PRESIDENT OF THE REPUBLIC OF RWANDA:

Mr Sylvestre Nsanzimana, Minister for Trade, Mining and Industry;

THE PRESIDENT OF THE REPUBLIC OF SENEGAL:
Mr Jean Collin, Minister of Finance;

THE PRESIDENT OF THE SOMALI REPUBLIC:
Mr Elmi Ahmed Duale, Minister of State for Foreign Affairs;

THE PRESIDENT OF THE REPUBLIC OF TOGO:
Mr Paulin Eklou, Minister for Trade, Industry, Tourism and Planning;

THE PRESIDENT OF THE REPUBLIC OF UPPER VOLTA:
Mr Pierre-Claver Damiba, Minister for Planning and Public Works;

Who, having exchanged their Full Powers, found in good and due form,

HAVE AGREED AS FOLLOWS:

Article 1

The object of the provisions of this Convention is to promote cooperation between the Contracting Parties so as to further the economic and social development of the Associated States by increasing their trade and by implementing measures of financial intervention and technical cooperation.

By means of these provisions the Contracting Parties intend to expand their economic relations, strengthen the economic structure and economic independence of the Associated States and promote their industrialization, encourage African regional cooperation and contribute to the advancement of international trade.

Title I

TRADE

Chapter I

Customs duties and quantitative restrictions

Article 2

1. Products originating in the Associated States shall, on importation into the Community, be admitted free of customs duties and charges having equivalent effect, but the treatment applied to these products shall not be more favourable than that applied by the Member States among themselves.

2. Paragraph 1 shall not, however, prejudice the import treatment applied to:

— such products listed in Annex II to the Treaty as come under a common organization of the market within the meaning of Article 40 of the Treaty;

— products subject, on importation into the Community, to specific rules as a consequence of the implementation of the common agricultural policy.

Protocol No 1 to this Convention sets out the conditions under which the Community, notwithstanding the general treatment in force in relation to third countries, shall determine the treatment to be applied to the products referred to above, when such products originate in the Associated States.

3. Consultations may be held within the Council of Association regarding the conditions of application of this Article.

Article 3

1. Imports of products originating in the Community shall be admitted into each Associated State free of customs duties and charges having equivalent effect.

2. Each Associated State may, however, maintain or introduce, in accordance with Protocol No 2 to this Convention, customs duties and

charges having equivalent effect required to meet their development needs or intended to contribute to their budgets.

3. Each Associated State shall grant the same treatment to products originating in each of the Member States.

4. At the request of the Community, consultations shall be held within the Council of Association regarding the conditions of application of this Article.

Article 4

1. Where an Associated State levies duties on exports of its products to Member States, these duties may not give rise, in law or in fact, to any direct or indirect discrimination between Member States.

2. If the application of such duties leads to serious disturbances in the conditions of competition, consultations shall be held within the Council of Association without prejudice to the application of Article 16(2).

Article 5

Without prejudice to the special provisions laid down in this Convention, each Contracting Party shall refrain from any internal fiscal measure or practice that directly or indirectly leads to discrimination between its own products and like products originating in the territory of the other Contracting Parties.

Artilce 6

1. The Community shall not apply to imports of products originating in the Associated States any quantitative restrictions or measures having equivalent effect other than those that the Member States apply among themselves.

2. Paragraph 1 shall not, however, prejudice the import treatment accorded to the products referred to in the first indent of Article 2(2).

3. At the request of an Associated State, there shall be consultations within the Council of Association regarding the conditions of application of this Article.

Article 7

1. Subject to the provisions of this Article, the Associated States shall refrain from applying any quantitative restrictions or measures having equivalent effect to imports of products originating in Member States.

2. The Associated States may, in accordance with the procedure laid down in Protocol No 3 to this Convention, maintain or introduce quantitative restrictions or measures having equivalent effect on imports of products originating in Member States in order to meet their development needs or in the event of difficulties in their balance of payments.

Quantitative restrictions or measures having equivalent effect may be applied, if necessary, at the same time as the tariff measures referred to in Article 3(2).

3. Application of the quantitative restrictions or measures having equivalent effect provided for in paragraph 2 shall not give rise, in law or in fact, to discrimination between Member States.

4. Associated States in which imports come within the province of a State monopoly of a commercial character or of any public body which, in law or in fact, directly or indirectly limits imports, shall take any steps necessary to attain the objective defined in this Title, and in particular that of non-discrimination between Member States.

5. At the request of the Community, there shall be consultations within the Council of Association regarding the conditions of application of this Article.

Article 8

Articles 6 and 7 shall not prejudice the treatment which a Contracting Party signatory to a world agreement applies to any product under such an agreement.

Article 9

Articles 6, 7 and 8 shall not preclude prohibitions or restrictions on imports, exports or goods in transit justified on grounds of public morality, public policy or public security; the protection of health and life of humans, animals or plants; the protection of national treasures possessing artistic, historic or archaeological value; or the protection of industrial and commercial property.

Such prohibitions or restrictions shall not, however, constitute a means of arbitrary discrimination or a disguised restriction on trade.

Article 10

1. For the purposes of implementing this Title, the concept of 'originating products', and the methods of administrative cooperation relating thereto, defined pursuant to the Convention of Association signed at Yaoundé on 2 July 1963, shall continue to apply.

2. The Council of Association may adopt any amendment to the texts referred to in paragraph 1.

3. If for any product the concept of 'originating products' has not been defined pursuant to one of the preceding paragraphs, each Contracting Party shall continue to apply its own rules.

Chapter II

Provisions concerning commercial policy

Article 11

Subject to the special provisions for frontier-zone traffic and without prejudice to Articles 12 and 13:

— the treatment applied in Associated States by virtue of this Title to products originating in the Community shall not be less favourable than that applied to products originating in the most-favoured third State;

— the treatment applied in Associated States by virtue of this Title to their products and destined for the Community shall not be less favourable than that applied to products destined for the most-favoured third State.

Article 12

The Associated States may maintain or establish among themselves customs unions or free-trade areas or conclude among themselves economic cooperation agreements.

The Associated States concerned shall keep the Council of Association informed.

Article 13

1. Each Associated State may maintain or establish customs unions or free-trade areas or conclude economic cooperation agreements with one or more African third countries at a comparable stage of development provided that provisions on origin relating to the application of this Convention are not thereby affected.

The Associated State or States concerned shall keep the Council of Association informed.

2. At the request of the Community there shall be consultations within the Council of Association.

3. If these consultations reveal any incompatibility between the undertakings given by the Associated States referred to in paragraph 1 and the principles or provisions of this Convention, the Council of Association shall, if need be, take any measures necessary for the proper functioning of the Association. It may also make any necessary recommendations.

Article 14

Each Associated State may likewise maintain or establish customs unions or free-trade areas or conclude economic cooperation agreements with one or more other third countries, if they are compatible with this Convention, and in particular with Article 11 thereof, and with provisions adopted for the application of Article 10.

The Associated State or States concerned shall keep the Council of Association informed.

At the request of the Community there shall be consultations within the Council of Association.

Article 15

1. With regard to commercial policy the Contracting Parties shall inform each other of any measures they propose to take regarding trade with third countries if such measures are likely to be prejudicial to the interests of one or more of the Contracting Parties.

2. At the request of the Community or of an Associated State there shall be consultations within the Council of Association.

3. The Council of Association shall determine the procedure for providing information and holding consultations regarding the application of this Chapter.

Chapter III

Protective clauses

Article 16

1. If serious disturbances occur in a sector of the economy of one or more Associated States or prejudice their external stability, or if difficulties arise which adversely affect the economic situation of a given area in one or more Associated States, the Associated State or States concerned may take the necessary protective measures.

Such measures and the rules for their application shall be notified without delay to the Council of Association.

2. If serious disturbances occur in a sector of the economy of the Community or of one or more of its Member States, or prejudice their external financial stability, or if difficulties arise which adversely affect the economic situation of a given area of the Community, the latter may take, or may authorize the Member State or States concerned to take, the necessary protective measures.

Such measures and the rules for their application shall be notified without delay to the Council of Association.

3. In the application of paragraphs 1 and 2, preference shall be given to such measures as will least disturb the functioning of the Association. The scope of these measures must not exceed what is strictly necessary to remedy the difficulties that have arisen.

4. There may be consultations within the Council of Association regarding the measures taken in the application of paragraphs 1 or 2.

Title II

FINANCIAL AND TECHNICAL COOPERATION

Article 17

In accordance with the provisions of this Title and of Protocol No 6 to this Convention, the Community shall participate in measures, complementary to the action taken by the Associated States, to promote their economic and social development.

Article 18

For the purposes set out in Article 17, and for the duration of this Convention, an aggregate amount of 918 million units of account shall be supplied with a view to covering the whole of the Community's aid, as follows:

(a) 828 million units of account by the Member States. This amount shall be paid into the European Development Fund (hereinafter called the 'Fund') as follows:

— 748 million units of account shall be used in the form of non-reimbursable grants;

— 80 million units of account shall be used in the form of loans on special terms and of contributions to the creation of risk capital, in particular by participating in it.

(b) up to 90 million units of account by the European Investment Bank (hereinafter called the 'Bank') in the form of loans extended on the terms set out in Protocol No 6 to this Convention and in the Statute of the Bank. These loans may carry a rebate on the interest. The aggregate cost of the interest rebates on loans granted to the Associated States after 1 June 1964 shall be charged against the total of non-reimbursable grants.

Article 19

1. Without prejudice to Articles 20 and 21, the amount fixed in Article 18 shall be used for the financing of projects and programmes adopted as

far as possible within the framework of a development programme or plan and relating to:

— investment in production and in economic and social infrastructure, in particular with a view to diversifying the economic structure of the Associated States and, especially, to promoting their industrialization and their agricultural development;

— measures of general technical cooperation, or technical cooperation linked with investments;

— measures to promote the marketing and sale of products exported by the Associated States.

2. Decisions on the various measures provided for in paragraph 1 shall take into account:

— the desirability of achieving integrated schemes by means of harmonized application of such measures;

— the development difficulties peculiar to each Associated State owing to the natural conditions prevailing therein;

— the desirability of promoting regional cooperation between Associated States and, where appropriate, between them and one or more neighbouring States.

Article 20

1. In addition, a reserve fund is hereby established which shall be financed from aid in the form of non-reimbursable grants provided for in Article 18 to assist the Associated States to deal with particular or unusual occurrences which lead to an exceptional situation having serious repercussions on their economic potential due to a fall in world prices or to natural disasters such as famine or floods.

In the event of such an exceptional situation occurring the Community may grant aid. Such aid shall be allocated case by case. It shall either take the form of a cash payment or, according to the circumstances, any other form.

2. The fund provided for in paragraph 1 shall receive an initial appropriation of 20 million units of account.

At the beginning of the second, third, fourth and fifth years of the application of this Convention the balance not used during the preceding year shall automatically be made up to the full amount of the initial appropriation.

The aggregate of the additional amounts paid in, apart from the initial appropriation, shall not exceed 45 million units of account.

However, if at the end of the third year and due to the extent of the occurrences referred to in paragraph 1, the amounts provided for are obviously insufficient, the Council of Association may decide to levy for the aid provided for in this Article an amount of not more than 15 million units of account on the amount of non-reimbursable grants provided for in Article 18.

Article 21

The Community may grant advances from the liquid assets of the Fund up to a total amount of up to 50 million units of account in order to alleviate the consequences of temporary fluctuations in world prices.

Article 22

1. The Associated States shall, if possible upon the entry into force of this Convention, inform the Commission of their development plans and programmes and of any measures for which they wish to seek financial aid from the Community.

They shall communicate any subsequent modifications of such plans or programmes.

2. Documentation shall be transmitted to the Community for each project or programme for which financing is requested pursuant to Article 19 or for each advance requested pursuant to Article 21, either by the Associated State or group of Associated States concerned or, with the latter's agreement, by the undertaking or the regional or inter-State agency concerned.

However, the Community may put forward proposals for projects and programmes for technical cooperation. It shall first secure the consent of the Associated State or group of Associated States concerned on the broad outlines of such projects or programmes.

Article 23

The Community shall examine requests for financing referred to it pursuant to Article 22. It shall maintain such contacts with the Associated States concerned as it may require in order that its decisions on the project or programmes submitted to it may be taken in full knowledge of the facts, and in order to be able to contribute to the promotion of a harmonious and balanced development of the Associated States as a whole. In examining these requests the Community shall take into account the particular problems facing the countries which are at the greatest disadvantage in order to ensure that they receive appropriate financial and technical aid. The Associated State or group of Associated States concerned shall be informed of the decision taken on its request.

Article 24

Aid contributed by the Community for the execution of certain projects or programmes may, with the consent of the Associated State or group of Associated States concerned, take the form of co-financing in which, in particular, credit and development bodies and institutions of the Associated States, Member States, third States or international finance organizations may take part.

Article 25

1. In accordance with Articles 22 and 24, the following may be recipients of the various forms of Community aid provided for in Article 19: Associated States; legal persons in the Member States or Associated States, which are not primarily profit-making, if their work is in the general interest and they are subject to government control in those States; producer groups or similar bodies approved by the Community and by the Associated States or, in their absence and exceptionally, individual producers themselves; regional or inter-State bodies in which the Associated States take part.

In addition, the following may be recipients:

(a) of non-reimbursable grants for general technical cooperation: specialist bodies and institutions or, exceptionally, undertakings whose business is the training of specialists for others; and scholarship holders, trainees or persons following training courses;

(b) of loans from the Bank and rebates on interest thereon, loans on special terms, contributions to the creation of risk capital and any non-reimbursable grants made for technical cooperation linked with investments: undertakings applying industrial and commercial management methods and formed in an Associated State as companies or firms within the meaning of the second paragraph of Article 35.

2. The recipients of the aid referred to in Article 20 shall be the Associated States. The procedure for distributing this aid shall be laid down by common accord between the Community and the recipient Associated State or States.

Article 26

1. As regards measures financed by the Community, participation in tendering procedures and other procedures for the award of contracts shall be open, on equal terms, to all natural and legal persons of the Member States and Associated States.

2. The provisions of paragraph 1 shall be without prejudice to measures intended to assist construction or large or small-scale production undertakings of the Associated State concerned, or of another Associated State in the same area, to take part in the execution of public works contracts of limited scope or of contracts for the supply of locally produced goods.

Article 27

The fiscal and customs arrangements applicable in the Associated States to contracts financed by the Community shall be laid down by a

decision of the Council of Association taken at the first meeting following the date of entry into force of this Convention.

Article 28

1. The amounts allocated for financing projects or programmes under this Title shall be expended in accordance with the agreed allocations and to the best economic advantage.

2. The management and upkeep of the economic and social infrastructure and of the production plant provided through Community aid shall be the responsibility of the recipients.

Article 29

The Council of Association shall lay down the general pattern for financial and technical cooperation within the framework of the Association on the basis of an annual report submitted to it by the Commission on the administration of the Community's financial and technical aid. That report shall take into account the experience gained and the contacts made with the Associated States provided for in Article 23. It shall be drawn up in collaboration with the Bank as regards the parts concerning the latter and shall, in particular, set out the position as regards the commitment, implementation and utilization of the aid, specifying the type of financing and the recipient State; it shall also give details of any disparities and other irregularities noted, particularly in respect of the principles set out in Article 19 (2).

Article 30

Should an Associated State fail to ratify the Convention in accordance with Article 59, or denounce the Convention in accordance with Article 64, the Contracting Parties shall adjust the amounts of the financial aid provided for in this Convention.

Title III

RIGHT OF ESTABLISHMENT, SERVICES, PAYMENTS AND CAPITAL MOVEMENTS

Article 31

The rules applied in each Associated State as regards the right of establishment or the provision of services shall not, in law or in fact, constitute, either directly or indirectly, discrimination between nationals, companies or firms of individual Member States.

Nevertheless, nationals. companies or firms of a Member State, may avail themselves of the first paragraph in respect of a given activity in an Associated State only in so far as the State to which they belong grants similar advantages for the same activity to nationals, companies or firms of the Associated State concerned.

Article 32

Where, in an Associated State, nationals, companies or firms of a State which is neither a Member State nor an Associated State within the meaning of this Convention receive treatment more favourable than that accorded under this Title to nationals, companies or firms of Member States, the same treatment shall be extended to nationals, companies or firms of the Member States, save where it arises from regional agreements.

Article 33

Subject to the provisions relating to capital movements, the right of establishment shall, for the purposes of this Convention, include the right to take up and pursue activities as self-employed persons; to set up and manage undertakings, in particular companies or firms; and to set up agencies, branches or subsidiaries.

Article 34

Services shall be considered to be 'services' within the meaning of this Convention where they are normally provided for remuneration, in so far as they are not governed by the provisions relating to trade, the right of establishment or capital movements. Services shall in particular include activities of an industrial, commercial, craft or professional nature but not those of employed persons.

Article 35

For the purpose of this Convention, 'companies or firms' means companies or firms constituted under civil or commercial law, including cooperative societies and other legal persons governed by public or private law, save for those which are non-profit-making.

'Companies or firms of a Member State or of an Associated State' means companies or firms formed in accordance with the law of a Member State or Associated State and whose registered office, central administration or principal place of business is in a Member State or Associated State; however, a company or firm having only its registered office in a Member State or Associated State must be engaged in an activity which has an effective and continuous link with the economy of that Member State or Associated State.

Article 36

At the request of the Community or of the Associated States the Council of Association shall examine problems raised by the application of Articles 31 to 35. It shall also take any decision or make any recommendation required for the application thereof.

Article 37

Each Signatory State undertakes, in so far as it has powers in such matters, to authorize any payments connected with movements of goods,

services or capital, and with earnings, and the transfer of such payments to the Member State or Associated State in which the creditor or the beneficiary resides, to the extent that the movement of goods, services, capital and persons has been liberalized pursuant to this Convention.

Article 38

Throughout the period of subsistence of the loans and participations provided for in Articles 6, 7, 8, 9 and 11 of Protocol No 6 to this Convention, the Associated States undertake:

— to make available to debtors the currency necessary for the payment of interest and commission on and amortization of loans granted for the execution of projects in their territory and for the repayment of advances or loans granted to the bodies responsible for the alleviation of the consequences of fluctuations in the prices of products;

— to make available to the Bank the currency necessary for the transfer of all the sums representing the revenue and proceeds from transactions contributing to the creation of risk capital of undertakings.

Article 39

1. The Associated States shall endeavour to apply liberal exchange arrangements to investments and current payments connected with capital movements resulting therefrom, where these are made by persons residing in the Member States.

2. The Associated States shall treat nationals and companies and firms of Member States on an equal footing in respect of their investments and the capital movements resulting therefrom.

Article 40

The Council of Association shall formulate such recommendations to the Contracting Parties as may be necessary concerning the application of Articles 37, 38 and 39.

Title IV

THE INSTITUTIONS OF THE ASSOCIATION

Article 41

The institutions of the Association shall be:

— a Council of Association, assisted by a Committee of Association;

— a Parliamentary Conference of the Association;

— an Arbitration Court of the Association.

Article 42

The Council of Association shall consist of the members of the Council and of members of the Commission of the European Communities on the one hand, and of a member of the Government of each Associated State on the other.

Any member of the Council of Association unable to attend a meeting may be represented. Such representative shall excerise all the rights of the member.

The proceedings of the Council of Association shall be valid only if half the members of the Council of the European Communities, one member of the Commission and half the members representing the Governments of the Associated States are present.

Article 43

The office of President of the Council of Association shall be held alternately by a member of the Council of the European Communities and a member of the Government of an Associated State.

Article 44

The Council of Association shall meet once a year on the initiative of its President.

The Council of Association shall also meet whenever necessary in accordance with its rules of procedure.

Article 45

The Council of Association shall act by mutual agreement between the Community and the Associated States.

The Community on the one hand, and the Associated States on the other, shall each determine by an internal protocol the procedure for arriving at their respective positions.

Article 46

The Council of Association shall have the power to take decisions in the circumstances referred to in this Convention; such decisions shall be binding on the Contracting Parties, who shall take the necessary measures to implement the decisions.

The Council of Association may likewise formulate such resolutions, recommendations or opinions as it may consider necessary to achieve the common objectives and to ensure the smooth functioning of the Association arrangements.

The Council of Association shall periodically review the results of the Association arrangements, account being taken of the objectives of this Association.

The Council of Association shall adopt its rules of procedure.

Article 47

The Council of Association shall be assisted in the performance of its tasks by a Committee of Association consisting, on the one hand, of a representative of each Member State and a representative of the Commission and, on the other, of a representative of each Associated State.

Article 48

The chairman of the Committee of Association shall be a representative of State which is in office as President of the Council of Association.

The Committee of Association shall adopt its rules of procedure, which shall be submitted to the Council of Association for approval.

Article 49

1. In its rules of procedure the Council of Association shall lay down the functions and powers of the Committee of Association, with the

object of ensuring the continuity of cooperation necessary for the smooth functioning of the Association.

2. The Council of Association may, where necessary and on the terms and within the limits laid down by the Council, delegate to the Committee of Association the powers entrusted to it by this Convention.

In that event, the Committee of Association shall act as provided for in Article 45.

Article 50

The Committee of Association shall report to the Council of Association, particularly as regards matters which have been the subject of delegated powers.

It shall also submit any pertinent proposals to the Council of Association.

Article 51

The secretariat of the Council of Association and of the Committee of Association shall be provided on an equal basis; it shall operate in accordance with the rules of procedure of the Council of Association.

Article 52

The Parliamentary Conference of the Association shall meet once a year. It shall consist of an equal number of members of the European Parliament and of members of the Parliaments of the Associated States.

The Council of Association shall submit annually a report on its activities to the Parliamentary Conference.

The Parliamentary Conference may pass resolutions on matters concerning the Association. It shall appoint its President and its officers and shall adopt its rules of procedure.

The Parliamentary Conference shall be prepared by a Joint Committee set up on an equal basis.

Article 53

1. Any dispute arising between one Member State, several Member States or the Community on the one hand, and one or more Associated

States on the other, concerning the interpretation or application of this Convention, shall be submitted by one of the parties to the dispute to the Council of Association, which shall seek an amicable settlement thereof at its next meeting. If the Council of Association cannot settle the dispute or if the parties to the dispute fail to agree upon an appropriate method of settlement, the dispute shall, at the request of either party, be submitted to the Arbitration Court of the Association.

2. The Arbitration Court shall consist of five members: a President who shall be appointed by the Council of Association and four judges chosen from persons of recognized independence and competence. The judges shall be appointed by the Council of Association within three months from the entry into force of the Convention and for the duration thereof. Two of the judges shall be appointed on the proposal of the Council of the European Communities and the other two on the proposal of the Associated States. Following the same procedure, the Council of Association shall, for each judge, appoint an alternate who shall sit in the event of the judge being unable to do so.

3. The Arbitration Court shall decide by a majority of the votes cast.

4. The decisions of the Arbitration Court shall be binding on the parties to the dispute who shall take all necessary measures to carry them out.

5. The Statute of the Arbitration Court is set out in Protocol No 8 to this Convention. On the proposal of the Arbitration Court, the Council of Association may amend that Statute.

6. The Arbitration Court shall, at its first session, adopt its rules of procedure.

Article 54

The Council of Association may make any appropriate recommendation in order to facilitate contacts between the Community and representatives of the various trades and professions of the Associated States.

Article 55

The operating expenditure of the institutions of the Association shall be met as provided in Protocol No 10 to this Convention.

Title V

GENERAL AND FINAL PROVISIONS

Article 56

No treaty, convention, agreement or arrangement of any kind between one or more Member States and one or more Associated States shall preclude the application of this Convention.

Article 57

This Convention shall apply to the European territories of the Member States and to the territories of the Associated States.

Title I of this Convention shall also apply to relations between the French overseas departments and the Associated States.

Article 58

As regards the Community, this Convention shall be validly concluded by a decision of the Council of the European Communities taken in conformity with the Treaty and notified to the Parties. It shall be ratified by the Signatory States in conformity with their respective constitutional requirements.

The instruments of ratification and the act of notification of the conclusion of the Convention shall be deposited with the Secretariat of the Council of the European Communities who shall advise the Signatory States of the deposit thereof.

Article 59

1. This Convention shall enter into force on the first day of the month following the deposit of the instruments of ratification of the Member States and of at least 15 of the Associated States, and of the act of notification of the conclusion of the Convention by the Community.

2. An Associated State which has not ratified the Convention by the date of its entry into force as provided for in paragraph 1 shall be able to do so only within 12 months following such entry into force, unless before the expiry of that period it gives notice to the Council of Association of its intention to ratify the Convention not later than six months following that period, and on condition that it deposits its instruments of ratification within that time.

3. As regards those States which have not ratified the Convention by the date of its entry into force as provided for in paragraph 1, the provisions of the Convention shall become applicable on the first day of the month following the deposit of their respective instruments of ratification.

The Signatory States which ratify the Convention in accordance with paragraph 2 shall recognize the validity of all measures taken in implementation of that Convention between the date of its entry into force and the date when its provisions become applicable to them. Without prejudice to any extension which might be granted to them by the Council of Association, they shall, not later than six months following the deposit of their instruments of ratification, carry out all the obligations devolving upon them under this Convention or under implementing decisions adopted by the Council of Association.

4. The rules of procedure of the institutions of the Association determine whether and under what conditions the representatives of the Signatory States which, on the date of entry into force of the Convention have not yet ratified it, may attend meetings of the institutions of the Association as observers. The provisions thus adopted shall be effective only until the date on which the Convention becomes applicable to those States; at all events, they shall cease to apply on the date on which, pursuant to paragraph 2, the State concerned may no longer ratify the Convention.

Article 60

1. The Council of Association shall be informed of any request by a State for membership of, or association with, the Community.

2. Any request for association with the Community by a State whose economic structure and production are comparable with those of the

Associated States, and which, after examination by the Community, has been referred by the latter to the Council of Association, shall be the subject of consultations within the Council of Association.

3. An Agreement of Association between the Community and a State covered by paragraph 2 may provide for the accession of that State to this Convention. That State shall then enjoy the same rights and be subject to the same obligations as the Associated States. However, the Agreement which associates that State with the Community may determine the date on which certain of those rights and obligations shall become applicable to it.

Such accession shall not adversely affect the benefits accruing to the Associated States signatories to this Convention from the provisions on financial and technical cooperation.

Article 61

This Convention is concluded for a period of five years from the date of its entry into force and shall expire on 31 January 1975 at the latest.

Article 62

Eighteen months before the expiry of this Convention the Contracting Parties shall examine any provisions which might be made for a further period.

The Council of Association shall take any transitional measures required until the new Convention enters into force.

Article 63

The Community and the Member States shall assume the obligations laid down in Articles 2 and 6 in respect of Associated States which, owing to international obligations applying at the time of the entry into force of the Treaty and making them subject to a special customs treatment, consider themselves not yet able to offer the Community the reciprocity provided for by Article 3(1).

The Contracting Parties concerned shall re-examine the situation not later than three years after the entry into force of the Convention.

Article 64

This Convention may be denounced by the Community in respect of any Associated State, and by any Associated State in respect of the Community, subject to six months' notice.

Article 65

The Protocols annexed to this Convention shall form an integral part thereof.

Article 66

This Convention, drawn up in a single original in the Dutch, French, German and Italian languages, each of these texts being equally authentic, shall be deposited in the archives of the Secretariat of the Council of the European Communities, which shall transmit a certified copy thereof to the Government of each of the Signatory States.

In witness whereof the undersigned plenipotentiaries have hereunto set their hands.

Done at Yaoundé, this twenty-ninth day of July in the year one thousand nine hundred and sixty-nine.

For His Majesty the King of the Belgians:
Charles HANIN

For the President of the Federal Republic of Germany:
Gerhard JAHN

For the President of the French Republic:
Yvon BOURGES

For the President of the Italian Republic:
Mario PEDINI

For His Royal Highness the Grand Duke of Luxembourg:
Albert BORSCHETTE

For Her Majesty the Queen of the Netherlands:
Joseph M. A. H. LUNS

For the Council of the European Communities
Joseph M. A. H. LUNS Jean REY

Subject to the reservation that the European Economic Community shall not be finally bound until notification has been given to the other Contracting Parties of the completion of the procedures required by the Treaty establishing the European Economic Community.

For the President of the Republic of Burundi:
Lazare NTAWURISHIRA

For the President of the Federal Republic of Cameroon:
Vincent EFON

For the President of the Central African Republic:
Louis ALAZOULA

For the President of the Republic of Chad:
Abdoulay LAMANA

For the President of the Democratic Republic of the Congo:
Crispin KASASA

For the President of the Republic of the Congo (Brazzaville), Head of State:
Charles SIANARD

For the President of the Republic of Dahomey:
Daouda BADAROU

For the President of the Gabonese Republic:
Emile KASSA MAPSI

For the President of the Republic of the Ivory Coast:
Konan BEDIE

For the President of the Malagasy Republic:
Jacques RABEMANANJARA

For the Head of State of the Republic of Mali:
Jean-Marie KONE

For the President of the Islamic Republic of Mauritania:
Mokhtar Ould HAIBA

For the President of the Republic of Niger:
Alidou BARKIRE

For the President of the Republic of Rwanda:
Sylvestre NSANZIMANA

For the President of the Republic of Senegal:
Jean COLLIN

For the President of the Somali Republic:
Ahmed DUALE

For the President of the Republic of Togo:
Paulin EKLOU

For the President of the Republic of Upper Volta:
Pierre Claver DAMIBA

PROTOCOLS

PROTOCOL No 1

on the application of Article 2 (2) of the Convention of Association

THE HIGH CONTRACTING PARTIES,

HAVE AGREED upon the following provisions, which shall be annexed to the Convention:

Article 1

1. After consultation within the Council of Association, the Community shall determine, case by case, what treatment is to be applied to imports of each of the products or groups of products referred to in Article 2 (2) of the Convention and originating in the Associated States where the latter have an economic interest in exporting such products.

The treatment which the Community applies to these products shall be more favourable than the general treatment applied to like products originating in third countries.

2. However, the Community may, exceptionally, refrain from applying special treatment to a particular product from the Associated States if the economic situation in the Community in respect of that product so justifies.

Article 2

If products originating in the Associated States and specified in the first indent of Article 2 (2) of the Convention are liable to customs duties on importation into the Community and if under the common agricultural policy there is no provision for trade in those products with third countries, their importation into the Community shall, notwithstanding Article 1, be governed by Article 2 (1) of the Convention.

Article 3

1. The treatment laid down for the various products on the basis of this Protocol shall apply until the expiry of the Convention.

2. However, in the event of a change in the Community organization of markets, the Community reserves the right to modify the treatment laid down, after consultation within the Council of Association.

In that event, the Community undertakes to extend to the Associated States under the new treatment advantages comparable to those which they enjoyed previously.

PROTOCOL No 2

on the application of Article 3 of the Convention of Association

THE HIGH CONTRACTING PARTIES,

HAVE AGREED upon the following provisions, which shall be annexed to the Convention:

Article 1

The development needs of the Associated States referred to in Article 3 (2) of the Convention are those arising from:

— the implementation of economic development programmes aimed at raising the general standard of living in the country in question;

— their requirements for economic development, in particular for promoting new branches of production with a view to raising the country's general standard of living;

— their need to balance their payments and to counter difficulties arising mainly from their efforts to expand their domestic markets but also from instability in their terms of trade;

— the need to achieve a rapid and sustained increase in export earnings.

Article 2

1. Each Associated State shall communicate to the Council of Association, within three months following the entry into force of this Convention, the customs tariff or the complete list of customs duties and charges having equivalent effect which the Associated State levies on imports of products originating in the Community and in third countries.

In the communication each Associated State shall specify the customs duties and charges having equivalent effect which, by virtue of Article 3 (2) of the Convention, will continue to apply to products originating in the Community.

2. At the request of the Community, consultations shall be held within the Council of Association on the customs tariffs or lists mentioned in paragraph 1.

Article 3

1. Each Associated State shall inform the Council of Association in good time of any customs duties or charges having equivalent effect which it is proposed to introduce or increase pursuant to Article 3 (2) of the Convention.

The communication shall give the economic and financial information which is required in order to assess whether such measures should be introduced or maintained.

2. At the request of the Community consultations shall be held within the Council of Association on the measures mentioned in paragraph 1 before their entry into force. If such consultations have not been held within two months following the date of the communication, the Associated State concerned may apply the proposed measures.

In justifiable cases of urgency these measures may be put into force provisionally even before consultation on condition that the Council of Association is simultaneously informed thereof.

Article 4

1. For the purpose of levying customs duties and charges having equivalent effect, which have been maintained or introduced pursuant to Article 3 (2) of the Convention, the customs value of the goods shall be the price that they would actually fetch, at the place and time of their introduction into the customs territory, in a sale in the open market between a buyer and a seller who are independent of each other.

2. At the request of the Community, consultations shall be held within the Council of Association on the application of this Article.

PROTOCOL No 3

on the application of Article 7 of the Convention of Association

THE HIGH CONTRACTING PARTIES,

HAVE AGREED upon the following provisions, which shall be annexed to the Convention:

Article 1

The development needs mentioned in Article 7 (2) of the Convention are those listed in Article 1 of Protocol No 2.

Article 2

1. Quantitative restrictions and measures having equivalent effect, which were in force on the date of the entry into force of the Convention and which have been maintained by the Associated States by virtue of Article 7 (2) of the Convention, shall be notified to the Council of Association not later than three months after the entry into force of the Convention, together with all the explanations required in order to assess whether they should be introduced.

At the request of the Community consultations shall be held within the Council of Association on these measures.

2. The Associated States shall inform the Council of Association in good time of any quantitative restrictions and measures having equivalent effect which they intend to introduce in pursuance of Article 7 (2) of the Convention, together with all the explanations required in order to assess whether they should be introduced.

At the request of the Community, consultations on the measures shall be held within the Council of Association within one month.

In justifiable cases of urgency, in particular in respect of the agricultural products of the Associated States, the measures may be put into force provisionally even before consultation on condition that the Council of Association is simultaneously informed thereof.

3. The Council of Association shall hold the consultations referred to in paragraphs 1 and 2 within two months following the date of the communication. If consultations do not take place within that period, the Associated State concerned may maintain or introduce the measures in question.

Article 3

The measures mentioned in Article 2 shall be applied subject to the condition that the Associated State concerned maintains import possibilities without discrimination in respect of products originating in the Community.

These measures must be progressively relaxed so as to be eliminated as far as possible by the end of a period to be determined in each case.

Article 4

Where difficulties arise in the marketing of a particular product on the domestic market of an Associated State, that State may, notwithstanding Article 3 and on condition that prior consultations have been held within the Council of Association, suspend imports of that product for a limited period to be determined case by case, if it can show that such difficulties exist and supplies all the explanations required in order to assess whether imports of that product should be prohibited.

PROTOCOL No 4

on the application of the Convention of Association and the conclusion of international agreements on the granting of generalized preferences

THE HIGH CONTRACTING PARTIES,

Desiring to define their position on the compatibility of the preferences which are granted by the Associated States to the European Economic Community, with the generalized preferences within the framework of the United Nations Conference on Trade and Development;

HAVE AGREED upon the following provisions, which shall be annexed to the Convention:

The provisions of the Convention, in particular Article 3 thereof, do not conflict with the introduction of a generalized system of preferences and do not prevent the Associated States from participating therein.

PROTOCOL No 5

on measures to be taken by the High Contracting Parties concerning their mutual interests, in particular in respect of tropical products

THE HIGH CONTRACTING PARTIES,

HAVE AGREED upon the following provisions, which shall be annexed to the Convention:

1. The Contracting Parties agree to take account of their mutual interests at international level in accordance with the principles which are the basis of the Convention.

2. To that end, they shall ensure the necessary cooperation, particularly through consultations within the Council of Association, and shall assist each other in every way possible.

3. Such consultations shall be held particularly for the purpose of carrying out, by common consent and at international level, appropriate measures to solve problems arising from the disposal and marketing of tropical products.

PROTOCOL No 6

on the administration of Community aid

THE HIGH CONTRACTING PARTIES,

HAVE AGREED upon the following provisions, which shall be annexed to the Convention:

Chapter 1

NATURE OF OPERATIONS

Article 1

The investments provided for in Article 19 of the Convention shall comprise:

(a) directly productive investments, especially in industry and tourism;

(b) development measures for the economy of rural areas, in particular measures to improve the structure of production, to diversify output and to increase productivity, in particular through short-term measures. These development measures may include specific applied research forming part of integrated projects;

(c) investments in economic and social infrastructure, including infrastructure designed to stimulate the local development of industry and crafts.

Article 2

The technical cooperation linked with investments provided for in Article 19 of the Convention includes:

(a) planning and special and regional development studies;

(b) technical, economic and commercial studies, and research and advance planning required to prepare projects;

(c) aid in the preparation of documentation;

(d) aid in the execution and supervision of work;

(e) temporary aid for establishment, launching and operation of a specific investment or of installations, including where necessary the

training of personnel for the operation and maintenance of the investment or installations;

(f) temporary responsibility for the cost of technicians and of the provision of consumer goods necessary to the proper execution of an investment project.

Article 3

The general technical cooperation provided for in Article 19 of the Convention includes:

(a) the grant of scholarships for studies, training courses and postal tuition to provide, as a general rule in the Associated States, for the vocational training of the nationals thereof;

(b) the organization of specific training programmes in the Associated States, in particular for the staff of public services and institutions of the Associated States or of undertakings therein;

(c) at the request of the Associated States, the provision of experts, advisers, technicians and instructors of the Member States or the Associated States, for specific missions and for limited periods;

(d) the supply of experimental and demonstration equipment;

(e) the organization of short training courses for nationals of the Associated States and advanced training courses for civil servants of those States;

(f) sectoral studies;

(g) studies of the prospects and opportunities for economic development and diversification in the Associated States, and of problems of interest to the Associated States as a whole;

(h) general information and documentation to promote the economic and social development of the Associated States, the development of trade between those States and the Community, and the achievement of the aims of financial and technical cooperation.

Article 4

The purposes of the marketing and sales promotion aid provided for in Article 19 of the Convention are:

(a) to improve the structure and working methods of organizations, services or undertakings contributing to the development of the external trade of the Associated States or to promote the creation of such organizations, services or undertakings;

(b) to promote participation by the Associated States in international trade fairs and exhibitions;

(c) to train external trade and sales promotion specialists;

(d) to undertake market surveys and market research and to encourage use of their results;

(e) to improve the dissemination of information in the Community and the Associated States with a view to developing trade.

Chapter II

METHODS OF FINANCING

Article 5

1. Projects and programmes may be financed by non-reimbursable grants, by loans on special terms, by loans from the Bank with or without interest rebates or by several of these methods in combination.

Furthermore, undertakings applying industrial and commercial management methods may, in respect of their investments, receive contributions to the creation of their risk capital.

2. The technical cooperation provided for in Articles 2, 3 and 4 of this Protocol and the aid provided for in Article 20 of the Convention shall, however, be financed through non-reimbursable grants.

Article 6

Loans for the financing of economic investment projects shall be granted either direct to the recipient, or, where appropriate, through the State concerned or through a national or multinational organization undertaking the financing of development measures.

The terms and conditions according to which the ultimate recipient receives the loans through the intermediary borrower shall be drawn up simultaneously and by common accord between the intermediary borrower and the Community institutions responsible for granting the loan.

Article 7

1. Investment projects of general benefit to the economy of the Associated State in which they are executed may be financed wholly or partly by means of loans on special terms where the financial viability of such projects and the economic situation of the Associated State concerned so allow.

2. Such loans may be granted for a period of up to 40 years and for a redemption-free period of up to 10 years. It shall be granted on favourable interest terms.

3. The Community shall lay down the terms for these loans and the rules for payment and repayment.

Article 8

1. Scrutiny by the Bank of the eligibility of projects and the granting of loans from its own resources shall be effected in accordance with the rules, conditions and procedures provided for in its Statute, consideration being given to the economic situation of the State concerned.

2. The redemption period of each loan from the Bank shall be determined on the basis of the economic and financial characteristics of the project: that period may not exceed 25 years.

3. The rate of interest shall be the rate charged by the Bank at the time of signature of the loan. Interest rebates on these loans may not reduce

to less than 3 % the rate of interest which the recipients will actually bear. However, in the case of loans granted through State-controlled development financing institutions, the minimum rate to be borne by the intermediary borrower may not be less than 2%.

4. The total value of interest rebates at the time of signature of the loan, calculated at a rate and according to rules to be laid down by the Community, shall be paid direct to the Bank.

Article 9

In order to encourage the execution of projects of general interest to the economy of the Associated State in which they are to be executed, the Community may contribute to the formation of risk capital by participating in it or by other appropriate methods, in such a way as to increase the resources of the recipients referred to in Article 25 of the Convention.

These contributions shall be of minority nature. They may be made in conjunction with a loan from the Bank, or, exceptionally, with a loan on special terms.

Article 10

Requests relating to the aid provided for in Article 20 of the Convention shall, on submission to the Community, be accompanied by all the economic and financial information required to enable an assessment to be made of the consequences for the economy of the State concerned of the particular and unusual occurrences justifying grant of exceptional aid by the Community.

Specifically, where these difficulties result from a fall in world prices, account shall be taken, when giving consideration to the grant of such aid, to the importance of the product or products concerned to the economy of the State in question and the economic situation in that State.

Article 11

1. Requests for advances provided for in Article 21 of the Convention shall be submitted either by the national on inter-State institutions responsible for alleviating the consequences of fluctuations in the price of products or, with the consent of the Associated State or States concerned, by producer groups.

2. Advances shall be for a maximum of three years irrespective of the period of application of the Convention. Advances shall be free of interest for the period of repayment specified.

3. The repayment of advances and the payment of any compensation in respect of delayed payments shall be guaranteed by the Associated State or States concerned.

Chapter III

USE OF AID

Article 12

1. The documentation prepared in accordance with Article 22 (2) of the Convention shall be submitted to the Community through the Commission.

However, projects for which either a loan from the Bank, with or without interest rebates, or a contribution to the creation of risk capital is requested shall be submitted to the Bank.

2. The method of financing indicated in the request shall not prejudge the method of financing to be adopted by the Community.

Article 13

1. Financial aid may be used to cover import expenses and the local expenditure necessary for the execution of approved investment projects.

2. Such aid may not be used to cover current administrative, maintenance and operating expenses.

Article 14

The provisions relating to monopolies and quantitative restrictions retained or introduced pursuant to Article 7 of the Convention and Protocol No 3 shall not apply to imports into an Associated State where such imports are financed out of Community aid.

Article 15

The Community and the Associated States shall collaborate in all measures necessary to ensure that the amounts allocated by the Community are used in accordance with Articles 26 and 28 of the Convention.

Article 16

The general clauses and conditions applicable to the award and execution of public works contracts financed by the Fund shall be the subject of joint rules adopted, on a proposal of the Commission, by a decision of the Council of Association at its first meeting following the entry into force of the Convention.

Article 17

1. The competent authorities of the Associated States shall be responsible for the execution of the projects submitted by their respective Governments and financed by the Community. Furthermore, undertakings and regional or inter-State institutions shall be responsible for executing the projects which they submitted.

2. The Governments of the Associated States and, where appropriate, the institutions or other specialized organizations of the Member States or of the Associated States shall be responsible for the execution of technical cooperation measures submitted by their Governments.

Article 18

The financial and administrative expenses of the Fund and the cost of supervising projects and programmes shall be charged to the funds allocated to non-reimbursable grants.

Article 19

A representative of the Bank shall attend the meetings of the Council of Association and of the Committee of Association whenever items relating to fields with which it is concerned are on the agenda.

PROTOCOL No 7

on the value of the unit of account

THE HIGH CONTRACTING PARTIES,

HAVE AGREED upon the following provisions, which shall be annexed to the Convention:

Article 1

The value of the unit of account used to express amounts mentioned in the Convention of Association or in the provisions made in implementation thereof shall be 0·88867088 grams of fine gold.

Article 2

The parity of the currency of a Member State in relation to the unit of account defined in Article 1 shall be the relation between the weight of fine gold contained in the unit of account and the weight of fine gold corresponding to the par value of that currency communicated to the International Monetary Fund. If no par value has been communicated or exchange rates differing from the parity by a margin exceeding that authorized by the International Monetary Fund are applied to current payments, the weight of fine gold corresponding to the parity of the currency shall be calculated on the basis of the exchange rate for a currency directly or indirectly expressed in and convertible into gold which is applied in the Member State to current payments on the day of the calculation, and on the basis of the par value communicated to the International Monetary Fund for that convertible currency.

Article 3

The unit of account defined in Article 1 shall remain unchanged throughout the period of application of the Convention. If, however, before the end of that period a uniform proportionate change in the par values of all currencies in relation to gold should be decided by the International Monetary Fund under Article IV, Section 7, of its Articles of Agreement, the weight of fine gold contained in the unit of account shall alter in inverse ratio to that change.

If one or more Member States do not apply the Decision taken by the International Monetary Fund referred to in the preceding subparagraph, the weight of fine gold contained in the unit of account shall alter in inverse ratio to the change decided by the International Monetary Fund. However, the Council shall examine the situation thus created and shall take the necessary measures acting by a qualified majority after receiving a proposal from the Commission and the opinion of the Monetary Committee.

PROTOCOL No 8

on the Statute of the Arbitration Court of the Association

THE HIGH CONTRACTING PARTIES,

HAVE AGREED upon the following provisions, which shall be annexed to the Convention:

Article 1

The Court established under Article 41 of the Convention shall be constituted and shall perform its duties in accordance with the provisions of the Convention and of this Statute.

Chapter I

MEMBERS OF THE COURT

Article 2

The judges and alternate judges shall be appointed for the period of the Convention. In the event of the death or resignation of a judge or of an alternate judge, the President of the Court shall notify the Council of Association which shall immediately appoint a new judge or alternate judge on the recommendation of the Council of the European Communities or the Associated States, as the case may be.

Judges and alternate judges who have resigned shall continue to hold office until their successor has been appointed.

Article 3

Members or alternate members of the Court shall, in open court, take an oath to perform their duties conscientiously and with complete impartiality and to preserve the secrecy of the deliberations. This oath shall be taken at the first public sitting following their appointment, in the manner prescribed by the national laws of the member or alternate member concerned.

Article 4

The President of the Court shall be appointed for the period of the Convention. In the event of the death or resignation or the President, the Court shall inform the Council of Association, which shall immediately appoint a new President.

Where the President resigns, he shall continue to hold office until his successor has been appointed.

Article 5

If, for some special reason, one of the members of the Court considers that he should not sit in a particular case, that member shall so inform the Court, which shall give a ruling on the question.

If, for some special reason, the President considers that one of the judges of the Court should not sit in a particular case, he shall put the question to the Court, which shall give a ruling thereon.

Article 6

In the event of a judge being unable to attend, his alternate shall replace him temporarily under the conditions laid down in Article 11 (3); should this alternate likewise be unable to attend, the alternate of the other judge appointed on the same list of nominees shall replace him under the same conditions.

Article 7

In the event of the President being unable to attend, for any reason other than death, the Council of Association may assign a person to replace him provisionally in respect of all or part of his functions.

Article 8

The members of the Court shall, to enable them to perform their duties, be entitled to the privileges, immunities and facilities normally accorded to members of international law courts or international arbitration tribunals.

In this connection they shall be entitled to legal immunity in respect of acts performed by them in their official capacity. They shall retain this immunity after the expiry of their term of office.

The Court may suspend the immunities provided for in this Article with the exception of immunity in respect of acts mentioned in the preceding paragraph.

Chapter II

ORGANIZATION AND SERVICES OF THE COURT

Article 9

The Court shall sit at the place where the Court of Justice of the European Community sits.

Article 10

The services for the Court shall be provided by the Registry of the Court of Justice of the European Communities; in particular, the functions of Registrar of the Court shall be exercised by the Registrar of the Court of Justice of the European Communities.

Chapter III

FUNCTIONING OF THE COURT

Article 11

The President shall convene the Court whenever this is required.

The sessions and deliberations of the Court shall be valid only when the President and four judges are present.

An alternate judge who is called upon to sit in a case shall continue to do so until the dispute is settled.

Article 12

The parties shall be represented by one or more agents appointed for the purpose. The agent may be assisted by a lawyer entitled to practise before a Court of a Member State or of an Associated State, or by a university teacher being a national of a Member State or Associated State whose internal law accords him a right of audience.

Article 13

Such agents, advisers and lawyers shall, when they appear before the Court enjoy the customary privileges and immunities throughout the performance of their task, including the time spent travelling in this connection.

They shall in particular enjoy immunity from legal proceedings in respect of their words, both spoken and written, relating to the case.

The Court may waive the privileges and immunities provided for in the first paragraph where it considers that such waiver would not be detrimental to the case.

Article 14

The proceedings shall be based on argument on both sides; the details thereof shall be established by this Statute and the Rules of Procedure of the Court.

Article 15

A case shall be brought before the Court by submission of a written application to which the defendant shall be given the opportunity to reply within a time-limit to be set by the President.

The application shall contain:

— the subject-matter of the dispute;

— a brief statement of the facts establishing that an amicable settlement has not been reached by the Council of Association and that the parties have not agreed on a suitable mode of settlement;

— the plaintiff's submissions;

— a brief statement of the grounds on which the application is based.

Article 16

The Registry shall submit a copy of the application to the Council of Association, which shall communicate it to the Member States, to the Community and to the Associated States who may, until the completion of the written proceedings provided for in the Rules of Procedure, submit their observations, in writing, to the Court without thereby being considered as becoming parties to the dispute.

Where this Statute provides for the opening of oral proceedings, States which have submitted written observations may be represented in Court. This provision shall also apply to the Community.

Article 17

The deliberations of the Court shall be and shall remain secret.

Article 18

The awards of the Court shall state the reasons on which they are based; they shall contain the names of the judges who took part in the deliberations.

They shall be read in open court.

In matters of costs, the Court shall rule *ex aequo et bono.*

Article 19

Any of the four languages mentioned in Article 66 of the Convention may be used before the Court, in both written and oral proceedings. Whenever one of the parties or a Member State or Associated State, availing itself of the provisions of Article 16, requests the translation of documents or pleadings, such translations shall be undertaken by the Registry.

Article 20

The Court may institute preparatory inquiries, or order such inquiries to be made.

Witnesses duly summoned to appear before the Court shall comply with such summons and be present at the hearing.

The Court may report to the national authorities any cases of perjury, defaulting witnesses or attempts to suborn witnesses.

Article 21

The Court may require the parties to produce all documents and to supply all information which the Court considers necessary.

The Court may also require the Council of Association, the Community, Member States or Associated States not being parties to the dispute to supply all information which the Court considers necessary for the settlement of the dispute.

Article 22

Whenever the Court decides, either at the request of one of the parties or of its own motion, to institute a special inquiry it shall order the parties or one of the parties to deposit in a special account the amount of money which it considers will be required in order to carry out such inquiries.

When deciding on costs, the Court shall also rule on the apportionment of that amount.

Article 23

Recoverable costs shall include the actual expenditure incurred by the parties in defending their rights, including the cost of their travel and subsistence and the remuneration of an agent or a lawyer representing or assisting them in Court, and also costs in respect of any special inquiry within the meaning of Article 22.

Chapter IV

OPERATING EXPENDITURE OF THE COURT

Article 24

The travel and subsistence expenditure incurred by the members of the Court, for which provision is made in Article 3 (2) of Protocol No 10, shall be met by advances provided by the Court of Justice of the European Communities.

At the end of each year the President of the Arbitration Court shall forward an account of sums paid out for this purpose, together with a special report on expenditure incurred and all documentary evidence of accounts relating thereto, to the Council of Association.

This account shall be approved by the Council of Association, which shall order the repayment within two months of its decision. The Community shall pay one half of the account and the other half shall be borne by the Associated States.

PROTOCOL No 9

on privileges and immunities

THE HIGH CONTRACTING PARTIES,

Desiring, by the conclusion of a Protocol on privileges and immunities, to facilitate the smooth functioning of the Association, the preparation of its work and the implementation of the measures adopted for its application;

Whereas it is therefore necessary to specify the prvileges and immunities which may be claimed by persons participating in work relating to the application of the Convention and to the arrangements applicable to official communications connected with such work, without prejudice to the provisions of the Protocol on the privileges and immunities of the European Communities, signed at Brussels on 8 April 1965;

Whereas it is also necessary to lay down the treatment to be accorded to the property, funds and assets of the Coordinating Council and its staff;

Whereas the Protocol concerning the measures to be taken for the application of Article 45 of the Convention, signed this day by the Associated States, has established as a coordinating body for the Associated States a Coordinating Council, composed of the African and Malagasy members of the Council of Association set up by the Convention of Association, assisted by a Coordinating Committee composed of the African and Malagasy members of the Committee of Association set up by the said Convention; whereas that Council and that Committee are to be assisted by a Coordinating Secretariat; and whereas Article 2 of the said Internal Protocol recognized the Coordinating Council as having legal personality,

HAVE AGREED upon the following provisions, which shall be annexed to the Convention:

Chapter I

PERSONS TAKING PART IN THE WORK OF THE ASSOCIATION

Article 1

The Representatives of the Governments of the Member States and of the Associated States and the Representatives of the institutions of the European Communities, as also their advisers and experts and the members of the staff at the Coordinating Secretariat taking part, in the territory of the Member States or of the Associated States, in the work either of the institutions of the Association or of the coordinating bodies, or in work connected with the application of the Convention, shall enjoy the customary privileges, immunities and facilities while carrying out their duties and while travelling to or from the place at which they are required to carry out such duties.

The provisions of the preceding paragraph shall also apply to members of the Parliamentary Conference of the Association, members of the Arbitration Court of the Association, officials and employees of these institutions, and also to the members of the agencies of the European Investment Bank and its staff.

Chapter II

PROPERTY, FUNDS AND ASSETS OF THE COORDINATING COUNCIL

Article 2

The premises and buildings occupied by the Coordinating Council for official purposes shall be inviolable. They shall be exempt from search, requisition, confiscation or expropriation.

Except when required for the purpose of investigating an accident caused by a motor vehicle belonging to the said Council or being used on its account, or in the event of an infringement of road traffic regulations or of an accident caused by such a vehicle, the property and assets of the Coordinating Council shall not be the subject of any administrative or

legal measure of constraint without the authorization of the Arbitration Court of the Association.

Article 3

The archives of the Coordinating Council shall be inviolable.

Article 4

The Coordinating Council, its assets, income and other property shall be exempt from all direct taxes.

The host State shall, wherever possible, take the appropriate measures to remit or refund the amount of indirect taxes or sales taxes included in the price of movable or immovable property, where the coordinating Council makes, strictly for its official use, substantial purchases the price of which includes taxes of this kind.

No exemption shall be granted in respect of taxes, charges, duties or fees which represent charges for services rendered.

Article 5

The Coordinating Council shall be exempt from all customs duties, prohibitions and restrictions on imports and exports in respect of articles intended for its official use; articles so imported may not be sold or otherwise disposed of, whether or not in return for payment, in the territory of the country into which they have been imported, except under conditions approved by the Government of that country.

Chapter III

OFFICIAL COMMUNICATIONS

Article 6

For their official communications and the transmission of all their documents, the European Economic Community, the institutions of the Association and the coordinating bodies shall enjoy in the territory of the Signatory States the treatment accorded to international organizations.

Official correspondence and other official communications of the European Economic Community, the institutions of the Association and the coordinating bodies shall not be subject to censorship.

Chapter IV

STAFF OF THE COORDINATING SECRETARIAT

Article 7

The Secretary and Deputy Secretary of the Coordinating Council shall enjoy, in the State in which the Coordinating Council is established, under the responsibility of the Chairman-in-Office of the Coordinating Committee, the advantages accorded to the diplomatic staff of diplomatic missions. Their spouses and their children under age living in their household shall be entitled, under the same conditions, to the advantages accorded to the spouses and children under age of such diplomatic staff.

Article 8

The State in which the Coordinating Council is established shall grant immunity from legal proceedings to permanent members of the staff of the Coordinating Secretariat, apart from those referred to in Article 7, only in respect of acts done by them in the performance of their official duties. Such immunity shall not, however, apply to infringements of road traffic regulations by a permanent member of the staff of the Coordinating Secretariat or to damage caused by a motor vehicle belonging to, or driven by, him.

Article 9

The names, positions and addresses of the Chairman-in-Office of the Coordinating Committee, the Secretary and Deputy Secretary of the Coordinating Council and of the permanent members of the staff of the Coordinating Secretariat shall be communicated periodically by the President of the Coordinating Council to the Government of the State in whose territory the Coordinating Council is established.

Chapter V

GENERAL PROVISIONS

Article 10

The privileges, immunities and facilities provided for in this Protocol shall be accorded to those concerned solely in the interests of the proper execution of their official duties.

Each institution or body referred to in this Protocol shall be required to waive immunity wherever it considers that the waiver of such immunity is not contrary to its own interests.

Article 11

Article 53 of the Convention shall apply to disputes relating to this Protocol.

The Coordinating Council and the European Investment Bank may be party to proceedings before the Arbitration Court of the Association.

PROTOCOL No 10

on the operating expenditure of the institutions of the Association

THE HIGH CONTRACTING PARTIES,

HAVE AGREED upon the following provisions, which shall be annexed to the Convention:

Article 1

The Member States and the Community on the one hand, and the Associated States on the other, shall be responsible for such expenditure as they shall incur by reason of their participation in the meetings of the Council of Association and its dependent bodies, both with regard to staff, travel and subsistence expenditure and to postal and telecommunications expenses.

Expenditure in connection with interpreting at meetings, translation and reproduction of documents, and the practical arrangements for meetings (premises, equipment, messengers, etc.) shall be borne by the Community or by the Associated States, according to whether the meetings take place in the territory of a Member State or in that of an Associated State.

Article 2

The Community and the Associated States shall be severally responsible for the travel and subsistence expenditure of their respective participants at the meetings of the Parliamentary Conference of the Association and of the Joint Committee.

They shall likewise be responsible for the travel and subsistence expenditure of the personnel required for such meetings and for postal and telecommunications charges.

Expenditure in connection with interpreting at meetings, translation and reproduction of documents, and the organization of meetings (premises, equipment, messengers, etc.) shall be borne by the Community or by the Associated States, according to whether the meetings take place in the territory of a Member State or in that of an Associated State.

Article 3

Members of the Arbitration Court shall be entitled to a refund of their travel and subsistence expenditure. The latter shall be 20 units of account for each day during which members of the Arbitration Court sit. Payment shall be made to them by the Arbitration Court.

One half of the travel and subsistence expenditure incurred by the members of the Arbitration Court shall be borne by the Community and the other half by the Associated States.

Expenditure relating to the Registry of the Arbitration Court, to preparatory inquiries into disputes and to the organization of hearings (premises, personnel, interpreting, etc.) shall be borne by the Community.

Expenditure relating to special inquiries shall be settled by the Arbitration Court together with the other costs, in accordance with its Statute; to cover such expenditure, the parties shall deposit advances as determined by an Order of the Arbitration Court, or of its President, in which such measures are prescribed.

In witness whereof, the Plenipotentiaries of the High Contracting Parties have signed the above 10 Protocols.

Done at Yaoundé, this twenty-ninth day of July in the year one thousand nine hundred and sixty-nine.

J. M. A. H. LUNS	L. NTAWURISHIRA	J. RABEMANANJARA
J. REY	V. EFON	J. M. KONE
	L. ALAZOULA	M. O. HAIBA
C. HANIN	C. KASASA	A. BARKIRE
G. JAHN	C. SIANARD	S. NSANZIMANA
Y. BOURGES	K. BEDIE	J. COLLIN
M. PEDINI	D. BADAROU	A. DUALE
A. BORSCHETTE	E. KASSA MAPSI	A. LAMANA
J. M. A. H. LUNS	P. C. DAMIBA	P. EKLOU

FINAL ACT
(70/542/EEC)

The Plenipotentiaries of
His Majesty the King of the Belgians,
The President of the Federal Republic of Germany,
The President of the French Republic,
The President of the Italian Republic,
His Royal Highness the Grand Duke of Luxembourg,
Her Majesty the Queen of the Netherlands,
and of the Council of the European Communities,

of the one part, and

The President of the Republic of Burundi,
The President of the Federal Republic of Cameroon,
The President of the Central African Republic,
The President of the Republic of Chad,
The President of the Democratic Republic of the Congo,
The President of the Republic of the Congo (Brazzaville), Head of State,
The President of the Republic of Dahomey,
The President of the Gabonese Republic,
The President of the Republic of the Ivory Coast,
The President of the Malagasy Republic,
The Head of State of the Republic of Mali,
The President of the Islamic Republic of Mauritania,
The President of the Republic of Niger,
The President of the Republic of Rwanda,
The President of the Republic of Senegal,
The President of the Somali Republic,
The President of the Republic of Togo,
The President of the Republic of Upper Volta,

of the other part,

Meeting at Yaoundé this twenty-ninth of July in the year one thousand nine hundred and sixty-nine for the purpose of signing the Convention of Association between the European Economic Community and the African States and Madagascar associated with the Community, have adopted the following texts:

The Convention of Association between the European Economic Community and the African States and Madagascar associated with that Community,

and the following Protocols:

Protocol No 1 on the application of Article 2 (2) of the Convention of Association

Protocol No 2 on the application of Article 3 of the Convention of Association

Protocol No 3 on the application of Article 7 of the Convention of Association

Protocol No 4 on the application of the Convention of Association and the conclusion of international agreements on the granting of generalized preferences

Protocol No 5 on measures to be taken by the High Contracting Parties concerning their mutual interests, in particular in respect of tropical products

Protocol No 6 on the administration of Community aid

Protocol No 7 on the value of the unit of account

Protocol No 8 on the Statute of the Arbitration Court of the Association

Protocol No 9 on privileges and immunities

Protocol No 10 on the operating expenditure of the institutions of the Association

The Plenipotentiaries of the Member States and the Plenipotentiaries of the Associated African States and Madagascar have also adopted the

text of the Agreement on products within the province of the European Coal and Steel Community.(1)

The Plenipotentiaries of the Member States and the Plenipotentiaries of the Associated African States and Madagascar have also adopted the texts of the Declarations listed below and annexed to this Final Act:

1. Declaration by the Contracting Parties on Article 10 of the Convention of Association (Annex I)

2. Declaration by the Contracting Parties on petroleum products (Annex II)

3. Declaration by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States on the fiscal and customs arrangements applicable to contracts financed by the Community (Annex III)

4. Declaration by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States confirming the Resolutions of the Council of Association on financial and technical cooperation (Annex IV)

5. Declaration by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States on the liberalization of payments (Annex V)

6. Declaration by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States on non-discrimination between Member States in the matter of investments (Annex VI)

7. Declarations by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States on Article I of Protocol No 9 on privileges and immunities (Annex VII)

8. Declaration by the Contracting Parties on a good offices procedure (Annex VIII)

9. Declaration by the Representatives of the Governments of the Member States and the Representatives of the Governments of the

(1) This Agreement expired on 31.1.1975. Thereafter the products covered by the Agreement were the subject of autonomous measures (OJ No L 26, 31.1.1975).

Associated States on the Statute of the Arbitration Court of the Association (Annex IX)

The Plenipotentiaries of the Associated African States and Madagascar have also taken note of the Declarations listed below and annexed to this Final Act:

1. Declaration by the Representatives of the Governments of the Member States on nuclear products (Annex X)

2. Declaration by the Representatives of the Governments of the Member States on the tariff quota for the importation of bananas (Annex XI)

3. Declaration by the Community on Article 25 of the Convention of Association and Article 9 of Protocol No 6 on the administration of Community aid (Annex XII)

4. Declaration by the Representative of the Government of the Federal Republic of Germany on the definition of the expression 'German national' (Annex XII)

5. Declaration by the Representative of the Government of the Federal Republic of Germany on the application to Berlin of the Convention of Association (Annex XIV)

In witness whereof, the undersigned Plenipotentiaries have signed this Final Act.

Done at Yaoundé, this twenty-ninth day of July in the year one thousand nine hundred and sixty-nine.

For His Majesty the King of the Belgians,
Charles HANIN

For the President of the Federal Republic of Germany,
Gerhard JAHN

For the President of the French Republic,
Yvon BOURGES

For the President of the Italian Republic,
Mario PEDINI

For His Royal Highness the Grand Duke of Luxembourg,
Albert BORSCHETTE

For Her Majesty the Queen of the Netherlands,
Joseph M. A. H. LUNS

For the Council of the European Communities,
Joseph M. A. H. LUNS
Jean REY

For the President of the Republic of Burundi,
Lazare NTAWURISHIRA

For the President of the Federal Republic of Cameroon,
Vincent EFON

For the President of the Central African Republic,
Louis ALAZOULA

For the President of the Republic of Chad,
Abdoulaye LAMANA

For the President of the Democratic Republic of the Congo,
Crispin KASASA

For the President of the Republic of the Congo (Brazzaville), Head of State,
Charles SIANARD

For the President of the Republic of Dahomey,
Daouda BADAROU

For the President of the Gabonese Republic,
Emile KASSA MAPSI

For the President of the Republic of the Ivory Coast,
Konan BEDIE

For the President of the Malagasy Republic,
Jacques RABEMANANJARA

For the Head of State of the Republic of Mali,
Jean-Marie KONE

For the President of the Islamic Republic of Mauritania,
Mokhtar Ould HAIBA

For the President of the Republic of Niger,
Alidou BARKIRE

For the President of the Republic of Rwanda,
Sylvestre NSANZIMANA

For the President of the Republic of Senegal,
Jean COLLIN

For the President of the Somali Republic,
Ahmed DUALE

For the President of the Republic of Togo,
Paulin EKLOU

For the President of the Republic of Upper Volta,
Pierre-Calver DAMIBA

ANNEX I

Declaration by the Contracting Parties on Article 10 of the Convention of Association

THE HIGH CONTRACTING PARTIES,

Having decided to extend the period of validity of the texts on the concept of 'originating products' adopted pursuant to the Convention of Association signed at Yaoundé on 20 July 1963,

Conscious that a sole text containing all those provisions would be useful for the proper implementation of the Convention of Association,

Have agreed to instruct the Commission of the European Communities to prepare a draft for a sole text as soon as possible in order that it may be examined as early as possible after the entry into force of the said Convention.

ANNEX II

Declaration by the Contracting Parties on petroleum products

Regarding petroleum products, the Community reserves the right, when a common policy has been determined, to alter the arrangements provided for in Title I, Chapter I, of the Convention of Association.

In that event, the Community shall accord to imports of such products originating in the Associated States advantages comparable with those laid down in the said Convention.

ANNEX III

Declaration by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States on the fiscal and customs arrangements applicable to contracts financed by the Community

The arrangements in force in each Associated State on 31 May 1969 shall continue to be applied until implementation of the decision provided for in Article 27 of the Convention of Association.

ANNEX IV

Declaration by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States confirming the Resolutions of the Council of Association on financial and technical cooperation

The Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States will renew the Resolutions on the general guidelines for financial and technical cooperation adopted by the Council of Association on the basis of Article 27 of the Convention of Association signed at Yaoundé on 20 July 1963, as necessary and where they relate to the implementation of the provisions set out in the new Convention.

ANNEX V

Declaration by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States on the liberalization of payments

The Governments of the Member States and the Governments of the Associated States will endeavour, within the limits of their relevant powers, and in so far as their economic situation in general and the

state of their balance of payments in particular permit them to do so, to liberalize the payments covered by Article 37 of the Convention further than provided for in that Article.

ANNEX VI

Declaration by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States on non-discrimination between Member States in the matter of investments

In order to take account, in respect of certain Associated States, of the effects resulting from their membership of regional monetary groupings, it is agreed that the equality mentioned in Article 39 (2) of the Convention of Association — even if it does not fully exclude possible differences in some of the administrative formalities to which the transactions referred to in that Article are subject, depending on whether or not they are effected by nationals of the same monetary zone — must, in practice, ensure that nationals of the various Member States are treated on a completely equal footing.

ANNEX VII

Declarations by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States on Article 1 of Protocol No 9 on privileges and immunities

1. 'Customary privileges, immunities and facilities' means the privileges, immunities and facilities provided for in Article 11 of the Protocol of 8 April 1965 on the privileges and immunities of the European Communities.

2. The Governments of the Member States and the Governments of the Associated States will do their utmost to facilitate the grant under the most favourable conditions of temporary visas required by the persons

referred to in Article 1 of Protocol No 9 on privileges and immunities to enable them to carry out their duties.

ANNEX VIII

Declaration by the Contracting Parties on a good offices procedure

Contracting Parties who are parties to a dispute within the meaning of Article 53 of the Convention of Association are willing, where circumstances permit, and on condition that the Council of Association is informed so that the parties concerned may assert their rights, to have recourse to a good offices procedure before bringing the dispute before the Council of Association.

ANNEX IX

Declaration by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States on the Statute of the Arbitration Court of the Association

The Governments of the Member States and the Governments of the Associated States will endeavour to take all steps necessary to ensure that the offences mentioned in Article 20 (3) of the Statute of the Arbitration Court of the Association are dealt with in the same manner as corresponding offences dealt with by a national court having jurisdiction in civil cases.

ANNEX X

Declaration by the Representatives of the Governments of the Member States on nuclear products

It results from the provisions of the Treaty establishing the European Atomic Energy Community taken in conjunction with those of the Treaty establishing the European Economic Community that Title I of the

Convention of Association applies to the goods and products covered by Article 92 *et seq.* of the Treaty establishing the European Atomic Energy Community.

ANNEX XI

Declaration by the Representatives of the Governments of the Member States on the tariff quota for imports of bananas

If the Federal Republic of Germany should require quantities in excess of the tariff quota granted to her by virtue of the Protocol on the tariff quota for imports of bananas (heading No ex 08.01 of the Brussels Nomenclature), signed by the Member States on 25 March 1957, the exporting Associated States shall be consulted as to their ability to supply all or part of the quantities required by the Federal Republic of Germany.

ANNEX XII

Declaration by the Community on Article 25 of the Convention of Association and Article 9 of Protocol No 6 on the administration of Community aid

Conscious that Article 25 (1) of the Convention of Association does not exclude the possibility of participation by the Associated States in development banks, the Community nevertheless draws the attention of the latter to the fact that such holdings shall be taken up only in exceptional cases and on condition that the Community possesses sufficient guarantees, to be specified if necessary.

ANNEX XIII

Declaration by the Representative of the Government of the Federal Republic of Germany on the definition of the expression 'German national'

All Germans as defined in the Basic Law for the Federal Republic of Germany shall be considered nationals of the Federal Republic of Germany.

ANNEX XIV

Declaration by the Representative of the Government of the Federal Republic of Germany on the application to Berlin of the Convention of Association

The Convention of Association shall apply equally to Land Berlin unless the Government of the Federal Republic of Germany makes a declaration to the contrary to the other Contracting Parties within three months from the entry into force of the Convention.

INTERNAL AGREEMENT

on the measures to be taken and the procedures to be followed in order to implement the Convention of Association between the European Economic Community and the African States and Madagascar associated with the Community(1)

(70/543/EEC)

THE REPRESENTATIVES OF THE GOVERNMENTS OF THE MEMBER STATES OF THE EUROPEAN ECONOMIC COMMUNITY, MEETING WITHIN THE COUNCIL,

Having regard to the Treaty establishing the European Economic Community, hereinafter called the 'Treaty', and the Convention of Association between the European Economic Community and the African States and Madagascar associated with the Community, hereinafter called the 'Convention',

Whereas it is necessary to set out the methods for reaching a joint position to be taken by the representatives of the Community in the Council of Association established by the Convention, and to provide for the implementation of several Articles of that Convention which may require action by the Community, joint action by the Member States, or action by a single Member State;

Whereas it is necessary to adopt rules by which measures implementing the decisions, recommendations and opinions of the Council of Association, shall be taken within the Community;

Whereas moreover, procedures should be laid down whereby the Member States shall settle any disputes which may arise between themselves with regard to the Convention;

After consultation with the Commission of the European Communities,

HAVE AGREED UPON THE FOLLOWING PROVISIONS:

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(1) OJ No L 282, 28.12.1970. English version has not been published in the OJ.

Article 1

The joint position which the representatives of the Community are to take up in the Council of Association shall be adopted in accordance with the following provisions:

(a) when the Council of Association deals with problems on matters relating to trade between the Associated States covered by Title I of the Convention and by Protocols No 1, 2, 3 and 5, the joint position shall be adopted by the Council acting under the conditions subject to which, in accordance with the Treaty, it shall determine the commercial policy of the Community with regard to third countries and the action to be taken by the Community within the framework of international organizations;

(b) for the implementation of Articles 20, 29 and 36 of the Convention, the joint position shall be adopted by the Council, acting unanimously, after the Commission has been invited to deliver its opinion;

(c) in other cases, and in particular when the Council of Association, pursuant to Article 49 of the Convention, intends delegating to the Committee of Association the power to make decisions or recommendations or forward opinions, the joint position shall be adopted by the Council acting unanimously, after consultation with the Commission.

2. The joint position which the representatives of the Community shall take in the Committee of Association shall be adopted under the same conditions as those set out in paragraph 1.

Article 2

1. The Decisions and Recommendations adopted by the Council of Association on matters relating to trade between the Community and the Associated States, covered by Title I of the Convention and by Protocols Nos 1, 2, 3 and 5 shall be applied by means of the measures to be taken by the Council acting under the conditions subject to which, in accordance with the Treaty, it shall determine the commercial policy of the Community with regard to third countries and the action to be taken by the Community within the framework of international organizations.

The Decisions and Recommendations adopted by the Council of Association for the purpose of applying Articles 20, 29 and 36 of the

Convention shall be applied by means of measures to be taken by the Council, acting unanimously after the Commission has been invited to deliver its opinion.

The Decisions and Recommendations adopted by the Council of Association in all other cases shall be applied by means of measures to be taken by the Council, acting unanimously after consultation with the Commission.

2. In cases where the Decisions and Recommendations of the Council of Association concern a sector which, under the terms of the Treaty, does not fall within the jurisdiction of the Community, the Member States shall take such implementing measures as may be necessary.

3. The provisions of paragraphs 1 and 2 shall equally be applicable in the csae of decisions and recommendations made by the Committee of the Association pursuant to Article 49 of the Convention.

Article 3

For the purpose of implementing the provisions of Title I of the Convention and Protocols Nos 1, 2, 3 and 5 which enable the Community to request a consultation, the following procedure shall apply:

(a) the request for consultation presented by a Member State or by the Commission shall automatically involve a discussion by the Council for the purpose of determining the joint position of the Community;

(b) the joint position of the Community shall be that of the requesting Member State or the Commission, save where the Council decides otherwise by a qualified majority. In the latter case, the Council shall examine whether, and under what conditions, the Member State concerned may, by way of exception, itself submit to the Council of Association its reasons for its request for consultation;

(c) the request for consultation shall be forwarded to the Council of Association by the President-in-Office of the Council of the European Communities acting for the European Economic Community.

Article 4

Any treaty, convention, agreement or arrangement and any part of a treaty, convention agreement or arrangement affecting matters dealt with in the Convention, whatever their form or nature which have been

concluded or which shall be concluded between one or more Member States and one or more of the Associated States shall be notified without delay by the Member State or Member States concerned to the other Member States and to the Commission.

At the request of a Member State or of the Commission the texts thus notified shall be debated by the Council.

Article 5

1. For the purposes of the application of Article 16 (2) of the Convention and in order to allow a Member State to deal with the difficulties referred to in that Article, the Commission may authorize that Member State to take the necessary protective measures, including such measures as are intended to cope with a deflection of trade.

2. At the request of any Member State concerned, the Council shall, acting on a qualified majority, decide whether to confirm, abolish or amend any Decision of the Commission.

3. In a case of emergency the Member State concerned may itself take the necessary protective measures. The Member State shall immediately notify the other Member States and the Commission. The Commission may decide whether those measures should be amended or abolished. The provisions of paragraph 2 shall be followed in that case.

4. In cases of serious difficulties in its balance of payments, the Member State may take the necessary measures, in accordance with the provisions of Articles 108 and 109 of the Treaty.

5. Pursuant to this Article, preference must be given to measures which cause the least disturbance to the functioning of the common market.

6. The notification of the Council of Association by the Community laid down in the second subparagraph of Article 16 (2) of the Convention shall be made by the Commission.

Article 6

If a Member State considers it necessary to have recourse to Article 53 of the Convention in those areas which do not fall within the jurisdiction of the Community, it shall first consult the other Member States.

If the Council of Association has to adopt a position with regard to the action taken by a Member State as referred to in the first subparagraph, the position taken by the Community shall be that of the Member State concerned, provided that the representatives of the governments of the Member States, meeting within the Council, shall not have unanimously decided otherwise.

This Article shall also apply where a Member State deems it necessary to have recourse to the good offices procedure laid down in Annex VIII of the Final Act.

Article 7

Disputes arising between Member States, between a Member State and an institution of the Community, or between institutions of the Community concerning the Convention, the Protocols annexed thereto or the Internal Agreements signed for the purpose of implementing the Convention shall, at the request of the earliest petitioner be referred to the Court of Justice of the European Communities, under the conditions laid down in the Treaty and the Protocol on the Statute of the Court of Justice annexed to the Treaty.

Article 8

The Council, acting unanimously, after consultation with the Commission, may, at any time, amend or supplement the provisions of this Convention.

Article 9

This Convention shall be approved by each Member State in accordance with its own constitutional rules. The Government of each Member State shall notify the Secretariat of the Council of the European Communities of the completion of the procedures required for the entry into force of this Convention.

This Agreement shall enter into force, provided that the provisions of the first subparagraph have been complied with, at the same time as the Convention. It shall remain applicable for the duration of that Convention.

Article 10

This Convention, drawn up in a single original in the Dutch, French, German and Italian languages, all four texts being equally authentic,

shall be deposited in the archives of the Secretariat of the Council of the European Communities which will transmit a certified copy to each of the signatory Governments.

Zu Urkund dessen haben die unterzeichneten Bevollmächtigten ihre Unterschriften unter dieses Abkommen gesetzt.

En foi de quoi, les plénipotentiaires soussignés ont apposé leurs signatures au bas du présent accord.

In fede di che, i plenipotenziari sottoscritti hanno apposto le loro firme in calce al presente accordo.

Ten blijke waarvan de ondergetekende gevolmachtigden hun handtekening onder deze Overeenkomst hebben gesteld.

In witness whereof the undersigned plenipotentiaries have hereunto set their hands.

Geschehen zu Jaunde am neunundzwanzigsten Juli neunzehnhundertneunundsechzig.

Fait a Yaoundé, le vingt-neuf juillet mil neuf cent soixante-neuf.

Fatto a Yaoundé, il ventinove luglio millenovecentosessantanove.

Gedaan te Jaoende, de negenentwintigste juli negentienhonderd negenenzestig.

Done at Yaoundé, this twenty-ninth day of July in the year one thousand nine hundred and sixty-nine.

Joseph M. A. H. LUNS

Charles HANIN

Gerhard JAHN

Yvon BOURGES

Mario PEDINI

Albert BORSCHETTE

INTERNAL AGREEMENT

concerning the financing and administration of Community aid [1]

(70/544/EEC)

THE REPRESENTATIVES OF THE GOVERNMENTS OF THE MEMBER STATES OF THE EUROPEAN ECONOMIC COMMUNITY, MEETING WITHIN THE COUNCIL

Having regard to the Treaty establishing the European Economic Community, hereinafter called the 'Treaty';

Whereas the Representatives of the Governments of the Member States, meeting within the Council, on 26 June 1969, fixed the amount of aid for the Associated African States and Madagascar, hereinafter called the 'Associated States', at 918 million units of account and the amount of aid for the Overseas Countries and Territories having special relations with France and the Netherlands, hereinafter called the 'Countries and Territories', and the French Overseas Departments, at 82 million units of account;

Whereas, with regard to the Associated States, a Convention of Association between the European Economic Community and the African States and Madagascar associated with the Community, hereinafter called the 'Convention', was signed this day; whereas this Convention contains a Title II relating to financial and technical cooperation and a Protocol No 6, relating to the administration of Community aid;

Whereas, with regard to the Countries and Territories, their Association with the Community must be the subject of a Decision by the Council of the European Communities, hereinafter called the 'Decision', which will also contain a Title relating to financial and technical cooperation and an Annex relating to the administration of aid;

Whereas, for the purposes of implementing those provisions, it is appropriate to set up a new European Development Fund and to

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[1] OJ No L 282, 28.12.1970. English version has not been published in the OJ.

determine the methods of endowment as well as the contributions of Member States toward the endowment of the Fund;

Whereas, moreover, it is appropriate to determine the procedure for approving the requests for financing and the conditions governing the financial operation and the supervision of the use made of the aid;

After consultation with the Commission of the European Communities,

HAVE AGREED UPON THE FOLLOWING PROVISIONS:

CHAPTER I

Article 1

1. The Member States shall set up a European Development Fund (1969), hereinafter called the 'Fund'.

2. The Member States shall make available to the Commission, which is responsible for administering the Fund, under the conditions laid down in Article 8, the sum of 900 million units of account broken down as follows:

Belgium	80.0 million
Federal Republic of Germany	298.5 million
France	298.5 million
Italy	140.6 million
Luxembourg	2.4 million
Netherlands	80.0 million

3. The amount set out in paragraph 2 shall be allocated as follows:

(a) 828 million units of account for the Associated States, of which:

— 748 million in the form of grants; and

— 80 million in the form of loans on special terms and contributions to the creation of risk capital;

(b) 72 million units of account for the Countries and Territories and the French Overseas Departments, of which:

— 62 million in the form of grants; and

— 10 million in the form of loans on special conditions and contributions to the creation of risk capital.

Article 2

Loans to the value of 100 million units of account to add to the amount fixed in Article 1 (2) shall be granted by the European Investment Bank, hereinafter called 'the Bank' from its own resources, under the terms and conditions laid down by it in accordance with the provisions of its statutes.

These loans are intended for:

(a) financing operations carried out in the Associated States up to the value of 90 million units of account;

(b) financing operations carried out in the Countries and Territories and French Overseas Departments up to the value of 10 million units of account.

Article 3

1. In the month following the entry into force of the Convention, and then annually before 1 September, the Commission shall prepare and forward to the Council a provisional list of commitments for each financial year.

2. Under the same conditions, the Commission shall adopt and communicate to the Council the total amount of payments to be provided for in that year. On the basis of that amount and taking into account the liquid assets requirements, including the funds allocated for payment of advances provided for in Article 21 of the Convention, the Commission shall draw up a timetable relating to the requests for contributions which will determine the days on which the contributions become due and payable; the procedures by which the Member States shall pay those contributions shall be laid down by the Financial Regulation referred to in Article 23 of this Agreement. The Commission shall submit this timetable to the Council which shall decide thereon by a qualified majority as provided for in Article 13 of this Agreement.

If the contributions are not sufficient to meet the actual requirements of the Fund during the financial year under consideration, the Commission shall submit to the Council proposals for additional payments and the Council shall decide thereon within a period of one month.

3. Until such funds are used by the Commission for the financing of projects or programmes adopted in accordance with Articles 9 to 17, the funds shall be kept on deposit in a special account opened by each Member State with its national Treasury or with bodies designated by it, in accordance with the procedures laid down by the Financial Regulation.

4. From the due date such funds may be called upon and for the period they remain thus on deposit the funds shall retain the value corresponding to the parity in force on the day they become payable in relation to the unit of account as defined in Protocol No 7 annexed to the Convention and in the corresponding provisions of the Decision.

Article 4

1. Any remaining balance in the Funds shall, until it is used up, be employed in accordance with the same procedures as those laid down in the Convention, the Decision and this Agreement.

2. The Member States shall undertake to pay in that part of their contributions which has not yet been requested, when the Convention expires and under the conditions laid down in Article 3.

Article 5

All financial operations in favour of the Associated States, Countries and Territories and Overseas French Departments shall be carried out under the conditions laid down in this Agreement and shall, with the exception of loans granted by the Bank from its own resources, be charged to the Fund.

Article 6

1. The Member States shall undertake, on their account and in proportion to their share in the subscribed capital of the Bank, to provide guarantees, whereby they will be liable without the benefit of the right to

preliminary proceedings against the principal debtor, in respect of all financial and pecuniary commitments made to borrowers under the terms of loans made by the Bank out of its own resources and granted pursuant to the Convention and the Decision.

2. This undertaking will take effect as soon as the total principal amount of loans advanced by the Bank in application of the Convention and the Decision exceeds 70 million units of account.

3. This undertaking wili be limited to the difference between 70 million units of account and the total amount of the loans actually advanced by the Bank pursuant to the Convention and the Decision.

4. The undertakings resulting from the provisions of the preceding paragraphs shall be the subject of contracts of guarantee between each of the Member States and the Bank.

Article 7

1. For the purposes of applying Article 8 (3) of Protocol No 6 and the corresponding provisions of the Decision and within the limits fixed therein, the standard rate of interest rebate which may be applied to loans from the Bank shall be established as follows:

(a) 2%, until the end of the fifth year of repayment of the loan, for investments in manufacturing industries made in the zones under the immediate influence of the main industrial development centres in the Associated States;

(b) 3%, for the duration of the loan, for like investments made in other regions, or in countries with little industry or far removed from access to the sea and for investments in the tourist industry;

(c) 2%, for the duration of the loan, for all loans granted through a development financing body.

2. The party requesting a loan from the Bank may, in addition to the cases cited in paragraph 1, request a grant of an interest rebate within the limits fixed in Article 8 (3) of Protocol No 6 and the corresponding provisions of the Decision. Such a grant shall be individually decided upon, on the basis of the financial viability of the schemes, the contribution of such schemes to the development of the national economy of the country concerned and the credit-worthiness of that country.

3. When the Bank's loans are granted through a development financing body, the standard rebate of 2%, laid down in paragraph 1(c) shall accumulate, where appropriate, with the rebates provided for in paragraph 1(a) and (b) or in paragraph 2. The intermediary body must, in that case, grant to the ultimate beneficiary terms of interest which take into account all the rebates which that body received under the provisions of paragraph 1(a) and (b) or paragraph 2, if the loan was granted to that body directly.

Where it becomes necessary to make a reduction in the rate of the total interest rebate in order to comply with the provisions of Article 8 (3) of Protocol No 6, such a reduction shall take priority over the rebate awarded in accordance with paragraph 1(c).

CHAPTER II

Article 8

Subject to the provisions of Articles 13 to 16 and without prejudice to the powers delegated by the Community to the Bank for the administration of certain aids, the Fund shall be administered by the Commission in accordance with the procedures laid down by the Financial Regulation referred to in Article 23.

Article 9

1. The Commission and the Bank shall notify one another, within a maximum period of two weeks, of the requests for financing submitted to them under the conditions laid down in Article 22 of the Convention and Article 12 of Protocol No 6 and the corresponding provisions of the Decision.

They shall, moreover, regularly inform one another of projects which have not yet been submitted and in particular of preliminary approaches which the competent authorities in the Associated States, Countries and Territories have made to them before submitting their requests.

2. In the first instance, the requests are examined jointly by the Commission and the Bank in order to determine the method or methods of financing which seem to be the most appropriate. During that examination, particular account shall be taken of the aim of the project, its

prospects for financial viability and the credit-worthiness of the country concerned.

3. Where no agreement is reached between the Commission and the Bank on the most appropriate method of financing, the problem shall, within the shortest possible time be submitted for consultation to the committee provided for in Article 13 in a brief statement setting out the respective positions of the Commission and the Bank. The guidance which emerges from the committee as to the method of financing the project in question shall not prejudice the proposals or opinions made or delivered by the Commission or the Bank on the outcome of the inquiry, nor the standpoint of the Committee on the financial proposals.

Article 10

1. The Commission shall examine the projects which appear suitable for financing by non-reimbursable grants, the requests for aid as laid down in Article 20 of the Convention as well as the projects, programmes and technical cooperation activities. It shall draw up the necessary finance proposals.

2. The Bank shall examine the projects or requests for loans which appear suitable for financing from its own resources, in accordance with the provisions of its statutes.

3. The Bank shall examine the requests for interest rebates on loans from its own resources, those projects which appear to warrant a contribution to the creation of risk capital and those projects in the industrial sector which seem suitable for financing by a loan on special terms. As regards the projects last referred to, the examination shall be made jointly with the Commission, in accordance with the provisions of Article 11. The Bank shall draw up the proposals for the grant of rebates and the proposals and plans for financing the projects. These proposals and financial plans shall be submitted by the Commission to the Committee provided for in Article 13. The opinion of the Commission shall be attached to the proposals of the Bank.

4. However, if the projects referred to in paragraph 3 form part of an integrated project for the financing of which various methods of intervention by the Fund, and in particular grants, may be used, the

Commission and the Bank, respectively, working in close cooperation, shall establish the finance proposal and the financing plan for the part with which each is concerned. This proposal, together with the financing plan, shall be submitted by the Commission in a single dossier to the Committee provided for in Article 13.

The Commission and the Bank shall fix jointly the examination procedure, which shall state in particular the questions to be examined more specifically by one or other of them.

Where there is a difference of opinion about the methods of financing, the Commission and the Bank shall each submit a finance proposal and a financing plan.

5. The Commission shall examine any other projects or requests which seem suitable for financing by a loan on special terms. It shall seek the opinion of the Bank regarding these projects or requests.

If the Bank is in favour of granting such a loan, it shall submit its opinion to the Commission together with a financing plan. The Commission shall draw up a finance proposal, together with the Bank's opinion and financing plan, which it shall submit to the Committee provided for in Article 13.

If the Bank is of the opinion that the project is not a suitable subject for such a loan, it shall advise the Commission to this effect, which may either maintain this method of financing, or propose that it be financed by a grant, or withdraw the project.

6. The Commission shall examine the applications for advances submitted under the conditions laid down in Article 11 (1) of Protocol No 6 and the corresponding provisions of the Decision. It shall draw up finance proposals for these advances, which shall be examined according to the accelerated procedure provided for in Article 16.

Article 11

The Commission, through its liaison office, and the Bank shall keep each other mutually informed of the progress of examination of finance requests.

That office shall give and receive all information of a general nature conducive to the harmonization of administration procedures and the assessment of applications.

It shall be concerned in particular with the procedures laid down in Article 9 (1) and (2) and Article 10 (4).

Article 12

1. Without prejudice to the Bank's authority referred to in paragraph 2, the Commission shall be responsible, on behalf of the Community, for the financial execution of the projects or programmes financed by the Fund which itself is financed in accordance with Article 1, and shall make payments in accordance with the provisions of the Financial Regulation referred to in Article 23.

2. The Bank shall administer, on the Community's behalf, the loans on special terms and the contributions to the creation of risk capital, on the basis of the provisions of the Convention, the Decision, the present Agreement and the Financial Regulation referred to in Article 23, and by virtue of the authority conferred upon it for each project by the Community on a proposal from the Commission and after an opinion of the Committee provided for in Article 13. These operations shall be carried out in the Community's name and at the Community's risk. The Community shall be vested with all rights arising therefrom, and in particular those of creditor or owner.

3. The receipts of the Bank, both by way of repayment, interest and other payments on the loans on special terms, and by way of income from and repayment or assignment of the contributions to the creation of risk capital, and the receipts from the disposal of those contributions, and the remuneration for the exercise of the company rights attaching to the contributions shall all, after deduction of any commission due to the Bank, be the property of the Community, as long as no steps are taken with regard thereto under the terms of Article 19.

Article 13

1. A Fund Committee shall be set up composed of representatives of the Governments of Member States, hereinafter called the 'Committee'.

This Committee shall be chaired by a representative of the Commission. A representative of the Bank shall take part in its work.

2. The Council shall draw up the Committee's rules of procedure by a majority vote.

The Committee's secretariat shall be provided by the Commission.

3. Within the Committee, Member States' votes shall be weighted as follows:

Belgium	9
Federal Republic of Germany	33
France	33
Italy	15
Luxembourg	1
Netherlands	9

The Committee shall decide by a qualified majority of 67 votes.

Article 14

1. The Committee shall deliver its opinion on the finance proposals submitted to it in accordance with Article 10.

2. These finance proposals shall set out in particular the situation of the project or projects within the framework of development prospects of the associate country or countries concerned; in addition they shall indicate the use which has been made in those countries of previous Community aid.

Furthermore the Committee shall be kept informed, as far as possible, by the Commission, of any other bilateral or multilateral aid granted or proposed in favour of the associate countries concerned.

3. Furthermore the Committee shall deliver its opinion, where appropriate, on:

(a) requests for interest rebates, it being understood that it shall not be authorized to give an opinion on the alteration of the standard rate of these rebates fixed in accordance with Article 7 (1);

(b) the Bank's administrative authority in respect of the finance proposals consisting of a loan on special terms or a contribution to the creation of risk capital;

(c) the application of the provisions of Article 26 of the Convention and the corresponding provisions of the Decision on the project or programme concerned.

4. After discussing a finance proposal the Committee may require either that the proposal be amended without further discussion, or that further examination be carried out on certain specific points.

In such a case the revised or supplemented finance proposal shall be re-submitted to the Committee at one of its subsequent meetings.

Article 15

1. Finance proposals, together with the Committee's opinion, shall be submitted to the Commission for its decision.

2. If the Commission decides to disregard the opinion expressed by the Committee or in the absence of a favourable opinion by the latter, the Commission may withdraw its finance proposal or may place the matter before the Council, which shall decide under the same voting conditions as the Committee.

Article 16

In order that the Community may grant the aid provided for in Article 20 of the Convention and the advances provided for in Article 21 of the Convention and the corresponding Articles of the Decision as well as, where appropriate, for projects or programmes of an urgent nature, an accelerated procedure shall be instituted by the Financial Regulation referred to in Article 23 and by the Committee's Rules of Procedure.

Article 17

With a view to providing the information referred to in Article 14 (2) and to permit the informing of Member States, the Commission shall assemble all useful data on aid to the Associated States, Countries and Territories and the French Overseas Departments which is proposed or has been granted either by Member States or by international institutions or other sources of aid. Each Member State shall forward the necessary information regularly to the Commission.

CHAPTER III

Article 18

Without prejudice to the Bank's authorization referred to in Article 12(2), the Commission shall undertake the financial execution of the projects or programmes financed by the Fund and shall make payments in accordance with the provisions of the Financial Regulation referred to in Article 23.

Article 19

1. For the duration of this Agreement, sums paid to the Bank on account of payments made by the beneficiaries of loans on special terms granted respectively to Associated States and to Countries and Territories subsequent to 1 June 1964 shall be credited to the Fund, after deduction of the commission due to the Bank for administration of the loans on special terms and contributions to the creation of risk capital, financed from the Fund's resources. They shall be added respectively to the amounts fixed in the second indent of Article 18(a) of the Convention and in the corresponding Article of the Decision.

2. Operations involving contribution to the creation of risk capital shall be temporary. They shall be wound up with all speed and on the best terms as soon as the situation of the beneficiary makes it possible.

The amounts accruing from disposal and the income from the above operations shall, for the duration of this Agreement, be credited to the Fund and shall be added respectively to the amounts fixed in the second indent of Article 18(a) of the Convention and the corresponding Article of the Decision.

3. After the termination of this Agreement, the sums referred to in paragraphs 1 and 2, after deduction of the commission referred to in paragraph 1 shall be paid to Member States, in proportion to their contributions to the Fund, by means of which the corresponding projects were financed, unless the Council decides unanimously to allocate them to other operations.

Article 20

The Financial Regulation referred to in Article 23 shall stipulate the conditions under which any revenue received by the Fund other than that referred to in Article 19 shall be allocated.

Article 21

1. The Commission shall ascertain the manner in which Community aid financed by the Fund is utilized by the Associate States, the Countries and Territories or any other beneficiaries.

2. The Commission shall also ascertain the manner in which projects financed by the fund are utilized by beneficiaries.

3. The Commission shall inform the Council at least once a year of their findings under paragraphs 1 and 2. The Council, acting by the qualified majority vote fixed in Article 13, shall take any necessary decisions.

Article 22

1. At the close of each financial year the Commission shall draw up the account for the preceding management period, as well as the balance sheet of the Fund.

2. The Audit Board provided for in Article 206 of the Treaty shall also exercise its powers with regard to the operations of the Fund. The conditions under which that Board exercises its powers shall be laid down in the Financial Regulation referred to in Article 23.

3. The Council, acting by the qualified majority fixed in Article 13, shall give a discharge to the Commission in respect of the financial management of the Fund.

CHAPTER IV

Article 23

Provisions for implementing this Agreement shall be the subject of a Financial Regulation adopted, at the time of entry into force of the Convention, by the Council acting by the qualified majority fixed in

Article 13, on the basis of a draft prepared by the Commission and after the Bank has delivered its opinion regarding the provisions with which it is concerned.

Article 24

Any unexpended balance of the Development Fund for the Overseas Countries and Territories set up by the implementing Convention appended to the Treaty will continue, save only where otherwise provided by the Convention of Association signed at Yaoundé on 29 July 1969, to be administered under the conditions laid down in that implementing Convention and under the rules and regulations in force on 31 December 1962.

Any unexpended balance of the Fund instituted by the Internal Agreement on the financing and administration of Community aid signed at Yaoundé on 20 July 1963 will continue, save only where otherwise provided by the Convention of Association signed at Yaoundé on 29 July 1969, to be administered under the conditions laid down in that Internal Agreement and under the rules and regulations in force on 31 May 1969.

2. If, owing to the fact that the balance has been expended, the due completion of the projects financed within the framework of the Fund, as referred to in paragraph 1, is compromised by a lack of funds, proposals for supplementary financing may be submitted by the Commission under the conditions provided for in Article 13.

Article 25

This Agreement shall be approved by each Member State in accordance with its own constitutional rules. The Government of each Member State shall notify the secretariat of the Council of the European Communities of the completion of the procedures required for its entry into force.

This Agreement shall be concluded for the same period as the Convention. However it shall remain in force in so far as is necessary for the full implementation of all operations financed by the Fund.

Article 26

This Agreement, drawn up in a single original in the Dutch, French, German and Italian languages, the four texts being equally authentic, shall be deposited in the archives of the secretariat of the Council of the

European Communities, which shall transmit one copy, certified to be a copy of the original, to each Government of the signatory States.

Zu Urkund dessen haben die unterzeichneten Bevollmächtigten ihre Unterschriften unter dieses Abkommen gesetzt.

En foi de quoi, les plénipotentiaires soussignés ont apposé leurs signatures au bas du présent accord.

In fede di che, i plenipotenziari sottoscritti hanno apposto le loro firme in calce al presente Accordo.

Ten blijke waarvan de ondergetekende gevolmachtigden hun handtekening onder deze Overeenkomst hebben gesteld.

In witness whereof the undersigned plenipotentiaries have hereunto set their hands.

Geschehen zu Jaunde am neunundzwanzigsten Juli neunzehnhundertneunundsechzig.

Fait à Yaoundé, le vingt-neuf juillet mil neuf cent soixante-neuf.

Fatto a Yaoundé, il ventinove luglio millenovecentosessantanove.

Gedaan te Jaoende, de negenentwintigste juli negentienhonderd negenenzestig.

Done at Yaoundé, this twenty-ninth day of July in the year one thousand nine hundred and sixty-nine.

Joseph M. A. H. LUNS
Charles HANIN
Gerhard JAHN
Yvon BOURGES
Mario PEDINI
Albert BORSCHETTE

ASSOCIATION AGREEMENT

concerning the accession of Mauritius to the Yaoundé Convention (1969)[1]

REGULATION (EEC) No 2798/73 OF THE COUNCIL of 14 May 1973 concluding the Association Agreement with Mauritius

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 238 thereof;

Having regard to the recommendation from the Commission;

Having regard to the Opinion of the European Parliament;

Whereas an Association Agreement concerning the accession of Mauritius to the Convention of Association between the European Economic Community and the African and Malagasy States associated with that Community, hereinafter called 'the Convention of Association', together with a Final Act have been signed at Port Louis (Mauritius) on 12 May 1972;

Whereas in accordance with Article 109 of the Act [2] relating to the conditions of accession and the adjustments to the Treaties, the arrangements resulting from the Convention of Association are not applicable to the relations between the new Member States and the Association of African and Malagasy States;

Whereas it should be ensured that acts of the Institutions of the Community — both those currently in force and those done subsequently —

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[1] OJ No L 288, 15.10.1973.
[2] OJ No L 73, 27.3.1972.

using the expression 'the Associated African and Malagasy States' apply to Mauritius,

HAS ADOPTED THIS REGULATION:

Article 1

The Association Agreement providing for the accession of Mauritius to the Convention of Association between the European Economic Community and the African and Malagasy States associated with that Community, and the Final Act, with the Declarations annexed to it, are hereby concluded, approved and confirmed, on behalf of the European Economic Community.

The arrangements resulting from this Agreement and its Declarations shall not however apply to relations between the new Member States and Mauritius.

The texts of the Agreement and the Final Act are annexed to this Regulation.

Article 2

The President of the Council shall be authorized to designate the person empowered to deposit the act of notification of the conclusion of the Agreement, in accordance with Article 4 of the Association Agreement.

Article 3

Save as otherwise provided, any mention in the acts of the Institutions of the Community of the 'Associated African and Malagasy States' shall apply also to Mauritius. This provision shall apply from the entry into force of the Association Agreement.

Article 4

This Regulation shall enter into force on the third day following its publication in the *Official Journal of the European Communities.*

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 14 May 1973.

For the Council
The President
R. VAN ELSLANDE

ASSOCIATION AGREEMENT

concerning the accession of Mauritius to the Yaoundé Convention (1969)

His Majesty the King of the Belgians,

The President of the Federal Republic of Germany,

The President of the French Republic,

The President of the Italian Republic,

His Royal Highness the Grand Duke of Luxembourg,

Her Majesty the Queen of the Netherlands,

Contracting Parties to the Treaty establishing the European Economic Community signed at Rome on 25 March 1957 and hereinafter called 'the Community', whose States are hereinafter referred to as 'Member States' and

The Council of the European Communities,

on the one hand, and

Her Majesty the Queen of Mauritius,

on the other hand,

Having regard to the Treaty establishing the European Economic Community, hereinafter called 'the Treaty', and in particular Article 238 thereof,

Having regard to the Convention of Association between the European Economic Community and the African and Malagasy States associated with that Community, signed at Yaoundé on 29 July 1969 and hereinafter called 'the Convention of Association', and in particular Article 60 (3) thereof,

Whereas Mauritius has applied to accede to the Convention of Association,

Have decided to conclude an Association Agreement concerning the accession of Mauritius to the Convention of Association, and to this end have designated as their Plenipotentiaries:

HIS MAJESTY THE KING OF THE BELGIANS:
Mr DE COEYER,
Belgian Ambassador in Nairobi;

THE PRESIDENT OF THE FEDERAL REPUBLIC OF GERMANY:
Dr Axel HERBST,
Ambassador;

THE PRESIDENT OF THE FRENCH REPUBLIC:
Mr Yvon BOURGES,
State Secretary, Ministry of Foreign Affairs;

THE PRESIDENT OF THE ITALIAN REPUBLIC:
Mr Mario PEDINI,
Deputy State Secretary, Ministry of Foreign Affairs;

HIS ROYAL HIGHNESS THE GRAND DUKE OF LUXEMBOURG:
Mr Gaston THORN,
Minister for Foreign Affairs;

HER MAJESTY THE QUEEN OF THE NETHERLANDS:
Mr Th. E. WESTERTERP,
State Secretary, Ministry of Foreign Affairs;

THE COUNCIL OF THE EUROPEAN COMMUNITIES:
Mr Gaston THORN,
President-in-Office of the Council;

Mr Jean-François DENIAU,
Member of the Commission;

HER MAJESTY THE QUEEN OF MAURITIUS:
Sir Seewoosagur RAMGOOLAM,
Prime Minister;

WHO, having exchanged their Full Powers, found in good and due form,

HAVE AGREED AS FOLLOWS:

Article 1

1. This Agreement establishes an association between the Community and Mauritius and provides for the accession of the latter to the Convention of Association.

2. Save as otherwise provided in this Agreement, the provisions of the Convention of Association and also the decisions and other implementing measures taken by the institutions of the Association shall apply to Mauritius.

Article 2

1. Customs duties and charges having equivalent effect on imports of products originating in the Community shall be abolished by Mauritius progressively. To this end, products originating in the Community shall, in accordance with the following procedure, be imported into Mauritius at the preferential rate of customs duty applicable to products imported from the Commonwealth:

the difference between the general rate of customs duty applicable on the date of entry into force of this Agreement to products originating in the Community and the preferential rate of customs duty applicable on the same date to products originating in the Commonwealth shall be eliminated on the first day of the month following the date of entry into force of the Agreement if that difference is equal to or less than 10% of the customs value of the imported goods;

if the difference is more than 10% of the customs value of the imported goods, it shall be eliminated according to the following timetable:

(i) on the first day of the month following the date of entry into force of the Agreement, elimination of a part of the difference between the two tariffs equal to at least 10% of the customs value of the imported goods;

(ii) by 31 December 1974 at the latest, elimination of the difference remaining between the two tariffs following the reduction laid down in (i).

2. The amendments to the customs tariff of Mauritius shall apply to all the headings and subheadings of that tariff where there exists a difference between the general rate of customs duty and the preferential rate of customs duty whatever the basis of assessment and the mode of levying the duties may be.

However, amendments affecting headings and subheadings of the tariff which in the general tariff and in the preferential tariff are subject to a specific duty or to an *ad valorem* duty with minimum specific charge, shall be made by 31 December 1974 at the latest.

Article 3

The time limits laid down by the Convention of Association and calculated from the entry into force of the Convention of Association shall for the purpose of application to Mauritius be calculated from the entry into force of this Agreement.

Article 4

As regards the Community, this Agreement shall be validly concluded by a decision of the Council of the European Communities taken in conformity with the provisions of the Treaty and notified to the Parties. It shall be ratified by the Signatory States in conformity with their respective constitutional requirements.

The instruments of ratification and the act of notification of the conclusion of the Agreement shall be deposited with the Secretariat of the Council of the European Communities, which shall give notice thereof to the Signatory States.

Article 5

This Agreement shall enter into force on the first day of the month following the date on which the instruments of ratification of the Member States and of Mauritius, and the act of notification of the conclusion of the Agreement by the Community, have been deposited.

Article 6

The Protocols annexed to this Agreement shall form an integral part thereof.

Article 7

This Agreement, drawn up in a single original in the German, English, French, Italian, and Dutch languages, each of these texts being equally authentic, shall be deposited in the archives of the Secretariat of the Council of the European Communities, which shall transmit a certified copy to the Government of each of the Signatory States.

Zu Urkund dessen haben die unterzeichneten Bevollmächtigten ihre Unterschriften unter dieses Abkommen gesetzt.

In witness whereof, the undersigned Plenipotentiaries have affixed their signature below this Agreement.

En foi de quoi, les plénipotentiaires soussignés ont apposé leurs signatures au bas du présent accord.

In fede di che, i plenipotenziari sottoscritti hanno apposto le loro firme in calce al presente Accordo.

Ten blijke waarvan de ondergetekende gevolmachtigden hun handtekening onder dit Akkoord hebben gesteld.

Geschehen zu Port Louis (Mauritius) am zwölften Mai neunzehnhundertzweiundsiebzig

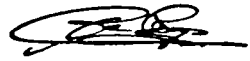
Done at Port Louis (Mauritius) on the twelfth day of May in the year one thousand nine hundred and seventy-two

Fait à Port Louis (Ile Maurice), le douze mai mil neuf cent soixante-douze

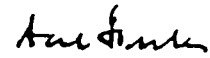
Fatto a Port Louis (Maurizio), il dodici maggio millenovecentosettantadue

Gedaan te Port Louis (Mauritius), de twaalfde mei negentienhonderd tweeënzeventig

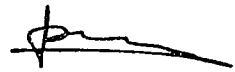
Pour Sa Majesté le roi des Belges,
Voor Zijne Majesteit de Koning der Belgen,



Für den Präsidenten der Bundesrepublik Deutschland,

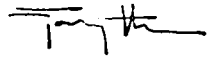


Pour le président de la République française,



Per il Presidente della Repubblica italiana,

Pour Son Altesse Royale le grand-duc de Luxembourg,



Voor Hare Majesteit de Koningin der Nederlanden,

Im Namen des Rates der Europäischen Gemeinschaften,
For the Council of the European Communities,
Pour le Conseil des Communautés européennes,
Per il Consiglio delle Comunità europee,
Voor de Raad der Europese Gemeenschappen,

Mit dem Vorbehalt, daß für die Europäische Wirtschaftsgemeinschaft erst dann endgültig eine Verpflichtung besteht, wenn sie den anderen Vertragsparteien notifiziert hat, daß die durch den Vertrag zur Gründung der Europäischen Wirtschaftsgemeinschaft vorgeschriebenen Verfahren stattgefunden haben.

Provided that the European Economic Community shall be finally bound only after the other Contracting Parties have been notified that the procedures required by the Treaty establishing the European Economic Community have been completed.

Sous réserve que la Communauté économique européenne ne sera définitivement engagée qu'après notification aux autres parties contractantes de l'accomplissement des procédures requises par le traité instituant la Communauté économique européenne.

Con riserva che la Comunità economica europea sarà definitivamente vincolata soltanto dopo notifica alle altre Parti contraenti dell'espletamento delle procedure richieste dal Trattato che istituisce la Comunità Economica Europea.

Onder voorbehoud dat de Europese Economische Gemeenschap eerst definitief gebonden zal zijn na kennisgeving aan de andere Overeenkomstsluitende Partijen van de vervulling der door het Verdrag tot oprichting van de Europese Economische Gemeenschap vereiste procedures.

For Her Majesty the Queen of Mauritius

PROTOCOL No 1

concerning the implementation of Article 2 (2) of the Convention of Association

THE HIGH CONTRACTING PARTIES

Have agreed upon the following provisions, which are annexed to the Association Agreement:

The Community recognizes the importance of the production and export of sugar for the economy of Mauritius and its future development.

On this point, the Contracting Parties are mindful of the terms of Protocol No 22 on relations between the European Economic Community and the Associated African and Malagasy States and also the independent developing Commonwealth countries situated in Africa, the Indian Ocean and the Caribbean, this Protocol being annexed to the Act concerning the Conditions of Accession and the Adjustments to the Treaties. This Act is annexed to the Treaty concerning the accession of the Kingdom of Denmark, Ireland, the Kingdom of Norway and the United Kingdom of Great Britain and Northern Ireland to the European Economic Community and to the European Atomic Energy Community, signed in Brussels on 22 January 1972. The Protocol states, in particular, that the Community will have as its firm purpose the safeguarding of the interests of all the countries referred to therein whose economies depend to a considerable extent on the export of primary products, and particularly of sugar.

The Contracting Parties have further taken note of the provisions of Protocol No 17 on the import of sugar by the United Kingdom from the exporting countries and territories referred to in the Commonwealth Sugar Agreement. This Protocol is also annexed to the above Act and states that the United Kingdom is authorized to import from Mauritius until 28 February 1975, on special terms, the quantity of sugar within the negotiated price quota under the Commonwealth Sugar Agreement.

In consideration of these provisions, it is agreed that the Community shall, while the Convention of Association is in force, refrain from introducing special treatment under Protocol No 1 annexed to the Convention of Association for imports of sugar originating in Mauritius.

PROTOCOL No 2

concerning the transitional arrangements for the issue of certificates of origin

THE HIGH CONTRACTING PARTIES

Have agreed upon the following provisions, which are annexed to the Association Agreement:

Goods which conform to the provisions of the decisions of the Association Council on the concept of 'originating' products and which, on the date of entry into force of the Agreement, are being transported, or are held in a Member State or in Mauritius under temporary warehouse procedure, in bonded warehouses or in free zones (including free ports and free entrepôts) may be allowed to benefit from the provisions of the Agreement, subject to the submission to the Customs authorities of the importing country, within four months of the said date, of:

(a) a certificate A.Y.1 issued retroactively by the Customs authorities of the exporting country, or

(b) a certificate of origin issued by the competent authorities of that country,

and, in either case, any documents that provide supporting evidence of direct transport.

FINAL ACT

The Plenipotentiaries of

His Majesty the King of the Belgians,

The President of the Federal Republic of Germany,

The President of the French Republic,

The President of the Italian Republic,

His Royal Highness the Grand Duke of Luxembourg,

Her Majesty the Queen of the Netherlands,

The Council of the European Communities,

on the one hand, and of

Her Majesty the Queen of Mauritius,

on the other hand,

being assembled on 12 May 1972, at Port Louis (Mauritius) for the purpose of signing an Association Agreement concerning the accession of Mauritius to the Convention of Association between the European Economic Community and the African and Malagasy States associated with that Community, have adopted the following texts:

The Association Agreement concerning the accession of Mauritius to the Convention of Association between the European Economic Community and the African and Malagasy States associated with that Community,

and also the following Protocols:

Protocol No 1 concerning the implementation of Article 2 (2) of the Convention of Association,

Protocol No 2 concerning the transitional arrangements for the issue of certificates of origin.

The Plenipotentiaries have approved the Declarations listed below and appearing in Annexes I to IX to the Final Act of the Convention of Association signed at Yaoundé on 29 July 1969:

1. Declaration by the Contracting Parties concerning Article 10 of the Convention of Association (Annex I).

2. Declaration by the Contracting Parties concerning petroleum products (Annex II).

3. Declaration by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States concerning the fiscal and customs arrangements applicable to contracts financed by the Community (Annex III).

4. Declaration by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States confirming the Resolutions of the Association Council concerning financial and technical cooperation (Annex IV).

5. Declaration by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States concerning the liberalization of payments (Annex V).

6. Declaration by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States concerning non-discrimination between Member States in the matter of investments (Annex VI).

7. Declaration by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States concerning Article 1 of Protocol No 9 on privileges and immunities (Annex VII).

8. Declaration by the Contracting Parties concerning a good offices procedure (Annex VIII).

9. Declaration by the Representatives of the Governments of the Member States and the Representatives of the Governments of the Associated States concerning the Statute of the Court of Arbitration of the Association (Annex IX).

The Plenipotentiary of Mauritius has also taken note of the Declarations listed below and appearing in Annexes X to XIV to the Final Act of the Convention of Association, signed at Yaoundé on 29 July 1969:

1. Declaration by the Representatives of the Governments of the Member States concerning nuclear products (Annex X).

2. Declaration by the Representatives of the Governments of the Member States concerning the tariff quota for imports of bananas (Annex XI).

3. Declaration by the Community concerning Article 25 of the Convention of Association and Article 9 of Protocol No 6 concerning the administration of Community aids (Annex XII).

4. Declaration by the Representative of the Government of the Federal Republic of Germany concerning the definition of German nationals (Annex XIII).

5. Declaration by the Representative of the Government of the Federal Republic of Germany concerning the application of the Convention of Association to Berlin (Annex XIV).

The Plenipotentiaries have also adopted the text of the following Declaration annexed to this Final Act:

Declaration by the Contracting Parties concerning the implementation of the decisions of the Association Council on the rules of origin of the Convention of Association (Annex I).

Furthermore, the Plenipotentiary of Mauritius has taken note of the following Declaration annexed to this Final Act:

Declaration by the Community and by the Representatives of the Governments of the Member States concerning the implementation of Title II of the Convention of Association (Annex II).

Zu Urkund dessen haben die unterzeichneten Bevollmächtigten ihre Unterschriften unter diese Schlußakte gesetzt.

In witness whereof, the undersigned Plenipotentiaries have affixed their signature below this Final Act.

En foi de quoi, les plénipotentiaires soussignés ont apposé leurs signatures au bas du présent acte final.

In fede di che, i plenipotenziari sottoscritti hanno apposto le loro firme in calce al presente Atto finale.

Ten blijke waarvan de ondergetekende gevolmachtigden hun handtekening onder deze Slotakte hebben gesteld.

Geschehen zu Port Louis (Mauritius) am zwölften Mai neunzehnhundertzweiundsiebzig

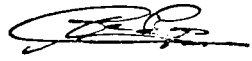
Done at Port Louis (Mauritius) on the twelfth day of May in the year one thousand nine hundred and seventy-two

Fait à Port Louis (Ile Maurice), le douze mai mil neuf cent soixante-douze

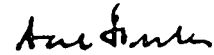
Fatto a Port Louis (Maurizio), il dodici maggio millenovecentosettantadue

Gedaan te Port Louis (Mauritius), de twaalfde mei negentienhonderd tweeënzeventig

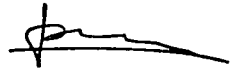
Pour Sa Majesté le roi des Belges,
Voor Zijne Majesteit de Koning der Belgen,



Für den Präsidenten der Bundesrepublik Deutschland,

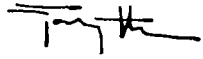


Pour le président de la République française,



Per il Presidente della Repubblica italiana,

Pour Son Altesse Royale le grand-duc de Luxembourg,



Voor Hare Majesteit de Koningin der Nederlanden,

Im Namen des Rates der Europäischen Gemeinschaften,

For the Council of the European Communities,

Pour le Conseil des Communautés européennes,

Per il Consiglio delle Comunità europee,

Voor de Raad der Europese Gemeenschappen,

Mit dem Vorbehalt, daß für die Europäische Wirtschaftsgemeinschaft erst dann endgültig eine Verpflichtung besteht, wenn sie den anderen Vertragsparteien notifiziert hat, daß die durch den Vertrag zur Gründung der Europäischen Wirtschaftsgemeinschaft vorgeschriebenen Verfahren stattgefunden haben.

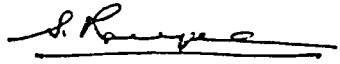
Provided that the European Economic Community shall be finally bound only after the other Contracting Parties have been notified that the procedures required by the Treaty establishing the European Economic Community have been completed.

Sous réserve que la Communauté économique européenne ne sera définitivement engagée qu'après notification aux autres parties contractantes de l'accomplissement des procédures requises par le traité instituant la Communauté économique européenne.

Con riserva che la Comunità economica europea sarà definitivamente vincolata soltanto dopo notifica alle altre Parti contraenti dell'espletamento delle procedure richieste dal Trattato che istituisce la Comunità Economica Europea.

Onder voorbehoud dat de Europese Economische Gemeenschap eerst definitief gebonden zal zijn na kennisgeving aan de andere Overeenkomstsluitende Partijen van de vervulling der door het Verdrag tot oprichting van de Europese Economische Gemeenschap vereiste procedures.

For Her Majesty the Queen of Mauritius,



ANNEX I

Declaration by the Contracting Parties concerning the implementation of the decisions of the Association Council on the rules of origin of the Convention of Association

1. The Contracting Parties are conscious of the importance that the export of industrial products to the Community has for the economic development of Mauritius. On this point, Mauritius, while recalling its agreement to the decisions taken by the Association Council on the definition of the concept of 'originating' products, has drawn attention to the difficulty that it would have in conforming to those decisions in respect of the export of certain such products immediately upon entry into force of the Agreement.

2. The Contracting Parties agree to study, once the Agreement has been signed, the possibility of deciding on an adjustment period, which in any event will not run beyond 31 December 1974, in order to settle those difficulties. They agree to submit the results of their work to the Association Council once the Agreement is in force.

3. The Contracting Parties have also agreed to seek measures that will allow the industries concerned to adapt to the conditions stipulated in the definition of origin with a view to improved access to the Community market for their products. To facilitate such adaptation, the Government of Mauritius may have recourse to the provisions of the Convention of Association concerning financial and technical cooperation, especially in the field of industrialization and promotion of trade.

ANNEX II

Declaration by the Community and by the Representatives of the Governments of the Member States concerning the implementation of Title II of the Convention of Association

With a view to enabling Mauritius, on the entry into force of the Association Agreement, to benefit from the provisions of Title II of the Convention of Association concerning financial and technical cooperation under the same conditions as the Associated African and Malagasy States which are signatory to that Convention, the Community and the Representatives of the Governments of the Member States have agreed as follows:

1. The amount of the European Development Fund will be raised by an increase in the contributions of the Member States laid down in Article 1 (2) of the Internal Agreement on the financing and administration of Community aid, signed at Yaoundé on 29 July 1969. The amounts appearing in Article 1 (3a) will be adjusted in proportion to the increase in the amount of the Fund. The total amount of the European Development Fund thus increased will constitute a ceiling for measures financed by the Community in the Associated African and Malagasy States, including Mauritius, as a whole.

2. As regards the implementation of Article 18 (b) of the Convention of Association, the European Investment Bank has been requested to extend to Mauritius the loan facilities that it grants from its own resources to the Associated African and Malagasy States which are signatory to that Convention of Association.

AGREEMENT

amending the Internal Agreement on the financing and administration of Community aid signed at Yaoundé on 29 July 1969 (1)

THE REPRESENTATIVES OF THE GOVERNMENTS OF THE MEMBER STATES OF THE EUROPEAN COMMUNITY, MEETING IN COUNCIL,

Having regard to the Treaty establishing the European Economic Community (hereinafter called the 'Treaty');

Whereas the Member States of the European Economic Community and the Community on this day signed an Agreement of Association whereby Mauritius accedes to the Convention of Association between the European Economic Community and the African States and Madagascar associated with that Community, signed on 29 July 1969 at Yaoundé (which Agreement is hereinafter called the 'Association Agreement');

Whereas the Member States decided on this occasion to increase the amount at the disposal of the European Development Fund (1969) by 5 million units of account;

Whereas the Internal Agreement on the financing and administration of Community aid, signed at Yaoundé on 29 July 1969, should consequently be amended;

After consulting the Commission of the European Communities;

HAVE AGREED AS FOLLOWS:

Article 1

Article 1 paragraphs 2 and 3 of the Internal Agreement on the financing and administration of Community aid shall be amended as follows:

(1) OJ No L 288, 15.10.1973. Only the Dutch, French, German and Italian texts of this agreement are authentic.

'2. The Member States shall make available to the Commission, which is responsible for administering the Fund in accordance with Article 8, the amount of 905 million units of account, made up as follows:

Belgium	80 444 444.5 u.a.
Federal Republic of Germany	300 158 333.5 u.a.
France	300 158 333.5 u.a.
Italy	141 381 111 u.a.
Luxembourg	2 413 333 u.a.
Netherlands	80 444 444.5 u.a.

3. The amount stated in paragraph 2 shall be allocated as follows:

(a) 833 million units of account to the Associated States, of which:

725.5 million in the form of non-reimbursable grants; and

80.5 million in the form of loans on special terms and of contributions to the formation of risk capital;

(b) 72 million units of account to the Countries and Territories and to the French Overseas Departments, of which:

62 million in the form of non-reimbursable grants; and

10 million in the form of loans on special terms and of contributions to the formation of risk capital.'

Article 2

This Agreement shall be approved by each Member State in accordance with its own constitutional requirements. The Government of each Member State shall notify the Secretariat of the Council of the European Communities that the procedures necessary for its entry into force have been completed.

This Agreement shall enter into force in so far as the provisions of subparagraph 1 are fulfilled at the same time as the Agreement of Association.

Article 3

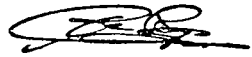
This Agreement, drawn up in a single original in the Dutch, French, German and Italian languages, all four texts being equally authentic,

shall be deposited in the archives of the Secretariat of the Council of the European Communities, which shall transmit a certified copy thereof to each of the Governments of the Signatory States.

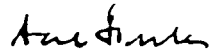
In witness whereof, the undersigned Plenipotentiaries have affixed their signature below this Agreement.

Done at Port Louis (Mauritius) on the twelfth day of May in the year one thousand nine hundred and seventy-two

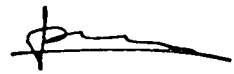
For His Majesty the King of the Belgians,



For the President of the Federal Republic of Germany,

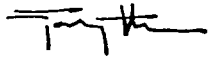


For the President of the French Republic,



For the President of the Italian Republic,

For His Royal Highness the Grand Duke of Luxembourg,



For Her Majesty the Queen of the Netherlands,

DECISION No 47/74 OF THE EEC-AASM ASSOCIATION COUNCIL
of 27 December 1974

derogating from the definition of the concept of 'originating products' in order to take account of the special situation of Mauritius with regard to certain textile products[1]

REGULATION (EEC) No 866/75 OF THE COUNCIL
of 18 March 1975

on the implementation, until the entry into force of the trade provisions of the Convention which is to succeed the Convention of 29 July 1969 and at the latest until 31 December 1975, of Decision No 47/74 of the EEC-AASM Association Council derogating from the definition of the concept of 'originating products' in order to take account of the special situation of Mauritius with regard to certain textile products

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 proposal from the Commission;

Whereas the Association Council set up under the Convention of Association signed in Yaoundé on 29 July 1969 between the European Economic Community and the African and Malagasy States associated with that Community has adopted Decision No 47/74 of 27 December 1974 derogating from the definition of the concept of 'originating

(1) OJ No L 84, 4.4.1975.

products' in order to take account of the special situation of Mauritius with regard to certain textile products;

Whereas it is necessary in accordance with Article 46 of the said Convention to implement this Decision;

Whereas, pursuant to Article 109 of the Act of Accession (1), the arrangements resulting from the abovementioned Convention shall not apply in relations between the new Member States and the Associated States; whereas, pursuant to Article 115 of the Act of Accession, the Council, by Decision No 75/88/EEC (2) has maintained the arrangements provided for in Articles 109 to 114 and 119 of the Act of Accession for the period during which the transitional measures are applied,

HAS ADOPTED THIS REGULATION:

Article 1

For the purpose of implementing the Convention of Association between the European Economic Community and the African and Malagasy States associated with that Community, Decision No 47/74 of the Association Council as annexed to this Regulation shall apply in the Community until the entry into force of the trade provisions of the Convention which is to succeed this Convention of Association and at the latest until 31 December 1975.

Article 2

This Regulation shall enter into force on the third day following its publication in the *Official Journal of the European Communities.*

This Regulation shall apply from 1 January 1975.

(1) OJ No L 73, 27.3.1972.
(2) OJ No L 26, 31.1.1975.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 18 March 1975.

For the Council
The President
R. RYAN

ANNEX

DECISION No 47/74 OF THE EEC-AASM ASSOCIATION COUNCIL

of 27 December 1974

derogating from the definition of the concept of 'originating products' in order to take account of the special situation of Mauritius with regard to certain textile products

THE ASSOCIATION COUNCIL,

Having regard to the Convention of Association between the European Economic Community and the African and Malagasy States associated with the Community, signed on 29 July 1969, and in particular Articles 10 (2) and 62 (2) thereof;

Whereas an Association Agreement concerning the accession of Mauritius to the Convention of Association was signed at Port Louis on 12 May 1972; whereas that Agreement contains the application to Mauritius of Decisions of the Association Council on the definition of the concept of 'originating products', and in particular of Decision No 36/71;

Whereas, however, in order to take into account the special situation of Mauritius, and in order to enable the industries concerned to adapt their production to conditions which comply with the definition of the concept of 'originating products', Decision No 46/73 of the Association Council stipulates that until 31 December 1974 textile products manufactured in Mauritius and falling within Common Customs Tariff heading Nos 60.01, 60.02, 60.04, 60.05, 61.01, 61.02, 61.03, 61.04, 61,07, 61.09, and 61.10 shall be considered as 'originating products', within the limit of certain amounts;

Whereas the Government of Mauritius has presented a request that from 1 January 1975 the definition in Decision No 36/71 in respect of certain textile products manufactured in that Associated State shall be suspended for a maximum period of one year;

Whereas the setting up of spinning-mills in Mauritius has been delayed for reasons connected with the supply of building materials, and whereas

therefore, certain of that Associated State's textile products do not yet meet the criteria laid down by the definition of the concept of 'originating products' in the relations between the EEC and the AASM;

Whereas consequently, the derogation under Decision No 46/73 should be prolonged for a limited period,

HAS DECIDED AS FOLLOWS:

Article 1

In derogation from the special provisions in List A annexed to Decision No 36/71 on the definition of the concept of 'originating products' and on the methods of administrative cooperation, textile products manufactured in Mauritius and falling within Common Customs Tariff heading Nos 60.01, 60.02, 60.04, 60.05, 61.01, 61.02, 61.03, 61.04, 61.07, 61.09 and 61.10 shall be considered as products originating in Mauritius under the conditions set out hereinafter.

Article 2

The derogation shall, for the year 1975, be limited to the amounts specified below in respect of the products concerned:

			Total
60.01	Knitted or crocheted fabric, not elastic or rubberized	260	510 tonnes
60.02	Gloves, mittens and mitts, knitted or crocheted, not elastic or rubberized	50	
60.04	Under garments, knitted or crocheted, not elastic or rubberized	200	
60.05	Outer garments, clothing accessories and other articles, knitted or crocheted, not elastic or rubberized	200	200 tonnes
61.01	Men's and boys' outer garments	120	480 tonnes
61.02	Women's, girls' and infants' outer garments	120	
61.03	Men's and boys' under garments, including collars, shirt-fronts and cuffs	120	
61.04	Women's, girls' and infants' under garments	120	

			Total
61.07	Ties, bow ties and cravats	25	60 tonnes
61.09	Corsets, corset-belts, suspender-belts, brassières, braces, suspenders, garters and the like (including such articles of knitted or crocheted fabric), whether or not elastic	20	
61.10	Gloves, mittens, mitts, stockings, socks and sockettes, not being knitted or crocheted goods	15	
			1 250 tonnes

In addition, if, for one of the tariff headings mentioned in the table in Article 2 of Decision No 46/73, the quantity fixed has not been reached during 1974 the quantities not used up during that year may be used in 1975 to the extent of 20 % of the quantity fixed for the same tariff heading.

Article 3

The necessary measures shall be taken by the Mauritian authorities in order to verify the quality and quantity of exports of the products referred to in Article 2.

Article 4

Movement certificates AY 1 issued pursuant to this Decision shall bear one of the following entries:

'Originating products by virtue of Association Council Decision No 47/74'.

'Marchandises réputés originaires en vertu de la décision n° 47/74 du Conseil d'association'.

'Ursprungserzeugnisse im Sinne des Beschlusses Nr. 47/74 des Assoziationsrats'.

'Merci originarie in virtù della decisione n. 47/74 del Consiglio di associazione'.

'Goederen van oorsprong uit hoofde van besluit nr. 47/74 van de Associatieraad'.

'Varer med oprindelsestatus i henhold til Associeringerådets afgørelse nr. 47/74'.

This entry shall be in red ink under the heading 'Observations'.

Article 5

Should imports under this derogation give rise, or threaten to give rise, to difficulties leading to a change in an economic situation in a region of the Community, the latter may, pursuant to Article 16 (2) of the convention of association, take or authorize the Member State concerned to take the necessary protective measures.

Article 6

The Associated States, the Member States and the Community shall be required, each to the extent to which they are concerned, to take the necessary steps to implement this Decision.

Article 7

This Decision shall enter into force on 1 January 1975.

It shall apply *pro rata temporis*, as far as the quantities are concerned, until the trade provisions of the Convention which is to succeed the Convention of 29 July 1969 are applied, and until 31 December 1975 at the latest.

Done at Brussels, 27 December 1974.

The President
of the Association Council
Doralta DJIRAIBAYE

DECISION OF THE EEC-AASM ASSOCIATION COUNCIL

transitional measures to be applied after 31 January 1975[1]

REGULATION (EEC) No 240/75 OF THE COUNCIL

of 30 January 1975

implementing Decision No 48/75 of the EEC-AASM Association Council and Decision No 3/75 of the EEC-ESTAF Association Council on transitional measures to be applied after 31 January 1975

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community;

Having regard to the proposal from the Commission;

Having regard to the Opinion of the European Parliament;

Whereas in accordance with Article 62 (2) of the Convention of Association [2] between the European Economic Community and the African States and Madagascar associated with that Community, the Association Council set up under this Convention has adopted Decision No 48/75 on transitional measures to be applied after 31 January 1975;

Whereas, in accordance with Article 46 of that Convention, it is necessary to take the measures required to implement that Decision;

Whereas, in accordance with Article 36 (2) of the Agreement [2] establishing an Association between the European Economic Community and the United Republic of Tanzania, the Republic of Uganda and the

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(1) OJ No L 26, 31.1.1975.
(2) OJ No L 282, 28.12.1970. English version appears in OJ Special Edition, Second Series, I. External Relations (January 1974).

Republic of Kenya, the Association Council set up under this Agreement has adopted Decision No 3/75 on transitional measures to be applied after 31 January 1975; (1)

Whereas, in accordance with Article 23 of that Agreement, it is necessary to take the measures required to implement that Decision;

Whereas, pursuant to Article 109 of the Act of Accession, the arrangements resulting from the abovementioned Convention and Agreement do not apply in relations between the new Member States and the Associated States; whereas, pursuant to Article 115 of the Act of Accession, the Council, by Decision No 75/88/EEC has extended the arrangements provided for in Articles 109 to 114 and Article 119 of the Act of Accession for the period during which the transitional measures are being implemented,

HAS ADOPTED THIS REGULATION:

Article 1

Decision No 48/75 of the EEC-AASM Association Council on transitional measures to be applied after 31 January 1975, as contained in Annex I, shall apply in relations between the European Economic Community and the Associated African States and Madagascar.

Article 2

Decision No 3/75 of the EEC-ESTAF Association Council on transitional measures to be applied after 31 January 1975, as contained in Annex II, shall apply in relations between the European Economic Community and to the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya.

Article 3

This Regulation shall enter into force on 1 February 1975.

(1) See page 585 of this volume.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 30 January 1975.

For the Council
The President
G. FITZGERALD

ANNEX I

DECISION OF THE EEC-AASM ASSOCIATION COUNCIL
transitional measures to be applied after 31 January 1975

THE ASSOCIATION COUNCIL,

Having regard to the Convention of Association signed at Yaoundé on 29 July 1969, and in particular Article 62 (2) thereof,

HAS DECIDED AS FOLLOWS:

Article 1

The following shall remain applicable beyond 31 January 1975:

1. the provisions relating to trade contained in Title I of the Convention in Protocol Nos 1 to 5 and in Annexes II, X and XI thereto;
2. the provisions relating to financial and technical cooperation contained in Title II of the Convention, in Protocol Nos 6 and 7 and in Annexes IV and XII thereto;
3. the provisions relating to establishment, services, payments and capital movements contained in Title III of the Convention and in Annexes V and VI thereto;
4. the provisions relating to institutions contained in Title IV of the Convention, in Protocol Nos 8 and 10 and in Annexes VIII and IX thereto;
5. the general and final provisions contained in Articles 56, 57, 60, 62 (2), 64, 65 and 66 of Title V, in Protocol No 9 and in Annexes VII, XIII and XIV;
6. the Decisions adopted by the Association Council for the purpose of implementing the provisions referred to above.

Article 2

This Decision shall apply until the date of entry into force of the new provisions relating to the same fields or until 31 July 1975, whichever is the earlier.

Article 3

The Associated States, the Member States and the Community shall, each to the extent to which it is concerned, take the measures required to implement this Decision.

Article 4

This Decision shall enter into force on 1 February 1975.

Done at Brussels,

The President
of the Association Council

DECISION No 49/75 OF THE EEC-AASM ASSOCIATION COUNCIL

extending and amending Decision No 48/75 on transitional measures to be applied after 31 January 1975 (period following 31 July 1975)[1]

REGULATION (EEC) No 1956/75 OF THE COUNCIL

of 22 July 1975

concerning the application of Decision No 49/75 of the EEC-AASM Association Council and Decision No 4/75 of the EEC-ESTAF Association Council on transitional measures to be applied after 31 January 1975 (period after 31 July 1975)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community;

Having regard to the Opinion of the Commission;

Whereas in accordance with the second paragraph of Article 62 of the Convention of Association between the European Economic Community and the African States and Madagascar associated with that Community [2] signed at Yaoundé on 29 July 1969, hereinafter called the 'Convention' the Association Council set up under the Convention has adopted Decision No 48/75 on transitional measures to be applied after 31 January 1975;

Whereas Decision No 48/75 expires on 31 July 1975;

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[1] OJ No L 201, 31.7.1975.
[2] OJ No L 282, 28.12.1970. English version appears in OJ Special Edition, Second Series, I. External Relations (January 1974).

Whereas, pending the entry into force of the ACP-EEC Lomé Convention signed on 28 February 1975, the EEC-AASM Association Council has adopted Decision No 49/75 on transitional measures to be applied after 31 January 1975 (period after 31 July 1975);

Whereas, in accordance with Article 46 of the Convention, it is necessary to take the measures required to implement that Decision;

Whereas, in accordance with Article 36 (2) of the Agreement establishing an Association between the European Economic Community and the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya, signed at Arusha on 24 September 1969, hereinafter called the 'Agreement', the Association Council set up under this Agreement has adopted Decision No 3/75 on transitional measures to be applied after 31 January 1975;

Whereas Decision No 3/75 expires on 31 July 1975;

Whereas, pending the entry into force of the ACP-EEC Lomé Convention, the EEC-ESTAF Association Council has adopted Decision No 4/75 on transitional measures to be applied after 31 January 1975 (period after 31 July 1975); [1]

Whereas, in accordance with Article 23 of the Agreement, it is necessary to take the measures required to implement that Decision;

Whereas, pursuant to Article 109 (1) of the Act of Accession, [2] the arrangements resulting from the Convention and from the Agreement do not apply in relations between the new Member States and the States associated with the Community; whereas, pursuant to Article 115 of the Act of Accession, the Council, by Decision No 75/462/EEC, has maintained the arrangements provided for in Articles 109 (1), 114 and 119 (1) of the Act of Accession for the period of validity of the transitional measures,

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[1] See page 592 of this volume.
[2] OJ No L 73, 27.3.1972.

HAS ADOPTED THIS REGULATION:

Article 1

Decision No 49/75 of the EEC-AASM Association Council on transitional measures to be applied after 31 January 1975 (period following 31 July 1975), as contained in Annex I, shall apply in relations between the European Economic Community and the Associated African States and Madagascar.

Article 2

Decision No 4/75 of the EEC-ESTAF Association Council on transitional measures to be applied after 31 January 1975 (period following 31 July 1975), as contained in Annex II, shall apply in relations between the European Economic Community and the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya.

Article 3

This Regulation shall enter into force on 1 August 1975.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 22 July 1975.

For the Council
The President
M. RUMOR

ANNEX I

DECISION No 49/75 OF THE EEC-AASM ASSOCIATION COUNCIL

extending and amending Decision No 48/75 on transitional measures to be applied after 31 January 1975 (period following 31 July 1975)

THE ASSOCIATION COUNCIL,

Having regard to the Convention of Association signed at Yaoundé on 29 July 1969, and in particular Article 62 (2) thereof,

Whereas Association Council Decision No 48/75 on transitional measures to be applied after 31 January 1975 expires on 31 July 1975,

HAS DECIDED AS FOLLOWS:

Article 1

The following shall remain applicable after 31 July 1975:

1. the provisions relating to financial and technical cooperation contained in Title II, Protocols 6 and 7 and Annexes IV and XII to the Convention;

2. the provisions relating to establishment, services, payments and capital movements contained in Title III and Annexes V and VI to the Convention;

3. the provisions relating to institutions contained in Title IV, Protocols 8 and 10 and Annexes VIII and IX to the Convention;

4. the general and final provisions contained in Articles 56, 57, 62 (2), 64, 65 and 66 of Title V, Protocol 9 and Annexes VII, XIII and XIV to the Convention;

5. the Decisions adopted by the Association Council for the purpose of implementing the provisions referred to above.

Article 2

This decision shall apply until the entry into force of new provisions relating to the same fields or until 31 July 1976, whichever is the earlier.

Article 3

The Associated States, the Member States and the Community shall, each to the extent to which it is concerned, take the measures required to implement this Decision.

Article 4

This Decision shall enter into force on 1 August 1975.

Done at Brussels, 16 July 1975.

The President
of the Association Council
M. RUMOR

INFORMATION CONCERNING

Contracting Parties	Date of signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force	Duration
— the CONVENTION OF ASSOCIATION between the European Economic Community and the African States and Madagascar associated with the Community (1) (2) Depositary: Secretariat of the Council of the European Communities, Brussels (Belgium)				
EEC and Member States		d. 14.12.1970 (9)		
BURUNDI CAMEROON CENTRAL AFRICAN REPUBLIC (3) CHAD CONGO (Dem. Rep.) (4) CONGO (BRAZZAVILLE) (5) DAHOMEY (6) GABON IVORY COAST MALAGASY REPUBLIC MALI MAURITANIA MAURITIUS (7) NIGER RWANDA SENEGAL SOMALIA TOGO UPPER VOLTA	29.7.1969 (8)	d. 10.9.1970 (10)	1.1.1971	until 31.1.1975 (11)
— the INTERNAL AGREEMENT concerning the measures to be taken and procedures to be followed for the implementation of the Convention of Association between the European Economic Community and the African States and Madagascar associated with the Community (1)				
Member States of EEC	29.7.1969	d. 14.12.1970 (12)	1.1.1971	same as Convention (11)

— the INTERNAL AGREEMENT concerning the financing and administration of Community aid (1)

Member States of EEC	29.7.1969	d. 14.12.1970 (12)	1.1.1971	same as Convention (13)

— the ASSOCIATION AGREEMENT concerning the accession of MAURITIUS to the Yaoundé Convention (1969) (14)

EEC and Member States / MAURITIUS	12.5.1972 (15)	d. 31.5.1973	1.6.1973	same as Convention (11)

— the AGREEMENT amending the Internal Agreement on the financing and administration of Community aid signed at Yaoundé on 29 July 1969 (14)

Member States of EEC	12.5.1972 (15)	d. 31.5.1973	1.6.1973	same as Convention (16)

(1) OJ No L 282, 28.12.1970. English version appears in OJ Special Edition, Second Series I. External Relations (January 1974).

(2) Denmark, Ireland and the United Kingdom, which acceded to the Community on 1.1.1973, have not signed the acts listed in this table.

(3) Now the Central African Empire.

(4) Now Zaire.

(5) Now the People's Republic of the Congo.

(6) Now Benin.

(7) See ASSOCIATION AGREEMENT concerning the accession of Mauritius to the Yaoundé Convention (p. 486) of this volume). To take account of the special situation of Mauritius, a derogation was made from the definition of the concept of originating products in the case of certain textile products by Decision No 47/74 of the EEC-AASM Association Council (OJ No L 84, 4.4.1975) (see p. 512 of this Volume).

(8) In Yaoundé (Cameroon). A first Convention of Association was signed there in 1963.

(9) Deposit of the last instrument of approval (EEC).

(10) Deposit of the last instrument of ratification by an AASM State.

(11) Certain provisions of this Convention were extended by Decision No 48/75 of the EEC-AASM Assocation Council until 31.7.1975 (OJ No L 26, 31.1.1975) and again by Decision No 49/75 of the EEC-AASM Association Council until entry into force of new provisions (Lomé Convention) or until 31.7.1976, whichever was the earlier (OJ No L 201, 31.7.1975) (see p. 517 of this volume).

(12) Deposit of the last instrument of ratification by a Member State of the EEC.

(13) As regards the period of application see Article 25 of this AGREEMENT.

(14) OJ No L 288, 15.10.1973.

(15) In Port Louis (Mauritius).

(16) As regards the period of application see Article 25 of the INTERNAL AGREEMENT of 29.7.1969.

AGREEMENT

establishing an Association between the European Economic Community and the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya[1]

COUNCIL DECISION

of 29 September 1970

on the conclusion of the Agreement establishing an Association between the European Economic Community and the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya

(70/545/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 238 thereof;

Having regard to the Agreement establishing an Association between the European Economic Community and the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya, signed at Arusha on 24 September 1969;

Having consulted the European Parliament,[2]

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement establishing an Association between the European Economic Community and the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya, the five Protocols

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(1) OJ No L 282, 28.12.1970. English version appears in OJ Special Edition, Second Series, I. External Relations (January 1974).
(2) OJ No C 2, 8.1.1970.

attached thereto and the Annexes to the Final Act, signed at Arusha on 24 September 1969, are concluded, approved and confirmed on behalf of the Community.

Article 2

The President of the Council shall notify this Decision in accordance with Article 33 of the Agreement.

Done at Brussels, 29 September 1970.

For the Council
The President
S. von BRAUN

AGREEMENT

establishing an Association between the European Economic Community and the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya

(70/546/EEC)

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TEXT OF THE AGREEMENT

PROTOCOLS

PREAMBLE

His Majesty the King of the Belgians,

The President of the Federal Republic of Germany,

The President of the French Republic,

The President of the Italian Republic,

His Royal Highness the Grand Duke of Luxembourg,

Her Majesty the Queen of the Netherlands,

Contracting Parties to the Treaty establishing the European Economic Community signed at Rome on 25 March 1957, hereinafter referred to as 'the Treaty', whose States are hereinafter referred to as the 'Member States', and

The Council of the European Communities

on the one hand, and

The President of the United Republic of Tanzania,

The President of the Republic of Uganda,

The President of the Republic of Kenya,

Contracting Parties to the Treaty for East African Cooperation establishing the East African Community, signed at Kampala on 6 June 1967, whose States are hereinafter referred to as the 'Partner States of the East African Community',

on the other hand,

Having regard to the Treaty establishing the European Economic Community;

Taking into consideration the Association Agreement signed at Arusha on 26 July 1968;

Wishing to demonstrate their common desire to maintain and strengthen their friendly relations, observing the principles of the Charter of the United Nations;

Resolved to develop economic relations between the Partner States of the East African Community and the European Economic Community;

Conscious of the importance of the development of cooperation and trade and of intra-African international economic relations;

Taking into consideration the Treaty for East African cooperation, establishing the East African Community;

Have decided to conclude an Agreement establishing an Association between the European Economic Community and the Partner States of the East African Community, in accordance with Article 238 of the Treaty establishing the European Economic Community;

and to this end have designated as Plenipotentiaries:

HIS MAJESTY THE KING OF THE BELGIANS:
Mr Joseph Van der Meulen,
Ambassador Extraordinary and Plenipotentiary;

THE PRESIDENT OF THE FEDERAL REPUBLIC OF GERMANY:
Mr Günther Harkort,
State Secretary at the Ministry of Foreign Affairs;

THE PRESIDENT OF THE FRENCH REPUBLIC:
Mr Yvon Bourges,
State Secretary at the Ministry of Foreign Affairs;

THE PRESIDENT OF THE ITALIAN REPUBLIC:
Mr Mario Pedini,
Deputy State Secretary at the Ministry of Foreign Affairs;

HIS ROYAL HIGHNESS
THE GRAND DUKE OF LUXEMBOURG:
Mr Georges Dupong,
Minister of Education, Labour and Social Security;

HER MAJESTY THE QUEEN OF THE NETHERLANDS
Mr H. J. de Koster,
State Secretary at the Ministry of Foreign Affairs;

THE COUNCIL OF THE EUROPEAN COMMUNITIES:
Mr H. J. De Koster,
President-in-Office of the Council of the European Communities;

Mr Henri Rochereau,
Member of the Commission of the European Communities;

THE PRESIDENT OF THE UNITED REPUBLIC OF TANZANIA:
Hon Abdulraman Mohamed Babu,
Minister for Commerce and Industry;

THE PRESIDENT OF THE REPUBLIC OF UGANDA:
Hon William Wilberforce Kalema,
Minister for Commerce and Industry;

THE PRESIDENT OF THE REPUBLIC OF KENYA:
Hon Mwai Kibaki,
Minister for Commerce and Industry;

Who, having exchanged their Full Powers, found in good and due form,

HAVE AGREED UPON THE FOLLOWING PROVISIONS:

Article 1

1. By this Agreement an Association is established between the European Economic Community and the Partner States of the East African Community.

2. The aim of the Association Agreement is to promote an increase of trade between the European Economic Community and the Partner States of the East African Community and thus contribute to the development of international trade.

Title I

TRADE

Article 2

1. Products originating in the Partner States of the East African Community shall on importation into the European Economic Community, be admitted free of customs duties and charges having equivalent effect, but the treatment applied to these products may not be more favourable than that applied by the Member States among themselves.

2. The provisions of paragraph 1 above shall not, however, prejudice the import treatment applied to:

(a) such products listed in Annex II of the Treaty as come under a common organization of the market within the meaning of Article 40 of the Treaty;

(b) products subject, on importation into the European Economic Community, to specific rules as a consequence of the implementation of the common agricultural policy.

The provisions of Protocol No 1 to this Agreement stipulate the conditions under which the European Economic Community shall determine the treatment to be applied, notwithstanding the general treatment in force *vis-à-vis* third countries, to the products referred to above, when such products originate in the Partner States of the East African Community.

With regard to unroasted coffee, cloves (whole fruit, cloves and stems) and tinned pineapple, the special provisions laid down in Protocol No 2 to this Agreement shall apply.

3. At the request of one or more Partner States of the East African Community, there shall be consultations within the Association Council regarding the conditions of application of this Article.

Article 3

1. Products originating in Member States shall, when imported into Partner States of the East African Community, benefit, under the terms of Protocol No 3 to this Agreement, from the elimination of any customs duties and charges having equivalent effect which the Partner States of the East African Community apply to imports of these products into their territories.

2. The Partner States of the East African Community may, however, retain or introduce, under the terms of Protocol No 3 to this Agreement, customs duties and charges having equivalent effect which are necessary to meet their development needs or which are intended to contribute to their budgets.

3. The customs duties and charges having equivalent effect levied by the Partner States of the East African Community in accordance with paragraph 2 above may not give rise, *de jure* or *de facto*, to any direct or indirect discrimination between Member States.

4. At the request of the European Economic Community, there shall be consultations within the Association Council regarding the conditions of application of this Article.

Article 4

1. In so far as the Partner States of the East African Community levy duties on exports of their products to Member States, these duties may not give rise, *de jure* or *de facto*, to any direct or indirect discrimination between Member States.

2. Without prejudice to the application of Article 14 (2), there shall be consultations within the Association Council if the application of such duties leads to serious disturbances in the conditions of competition.

Article 5

1. The European Economic Community shall not apply to imports of products originating in the Partner States of the East African Community any quantitative restrictions or measures having equivalent effect other than those that the Member States apply among themselves.

2. The provisions of paragraph 1 above, however, shall not prejudice the import treatment accorded to the products referred to in Article 2 (2a).

3. At the request of one or more Partner States of the East African Community, there shall be consultations within the Association Council regarding the conditions of application of this Article.

Article 6

1. The Partner States of the East African Community shall not apply any quantitative restrictions or measures having equivalent effect to the importation of products originating in Member States.

2. Notwithstanding the provisions of paragraph 1 above, the Partner States of the East African Community may retain or introduce new quantitative restrictions on the importation of products originating in Member States in order to meet their development needs or in the event of difficulties in their balance of payments or, where agricultural products are concerned, in connection with the development of the East

African Common Market as provided for in the Treaty for East African Cooperation. Development needs are those listed in Article 2 of Protocol No 3 to this Agreement.

Application of such restrictions may not give rise, *de jure* or *de facto*, to discrimination against Member States *vis-à-vis* third countries.

3. Application of the measures referred to in paragraph 2 above shall be subject to the proviso that the Partner States of the East African Community keep opportunities of importation open, without discrimination, to products originating in the European Economic Community.

Nevertheless, where sales of a specific product meet with difficulties on the domestic market of the Partner States of the East African Community, those States may, notwithstanding the preceding subparagraph and subject to prior consultation within the Association Council, suspend imports of that product for a limited period, to be fixed case by case, on condition that they produce evidence of the existence of such difficulties and provide any explanations necessary for an assessment of the need to prohibit imports.

4. On the coming into force of this Agreement, the Partner States of the East African Community shall submit to the Association Council a list of the products subject to quantitative restrictions on imports applied in accordance with the provisions of paragraph 2 above, and any information they possess that may allow the Member States to know what opportunities there are for importing into the Partner States of the East African Community products subject to quantitative restrictions.

At the request of the European Economic Community, there shall be consultations within the Association Council regarding the conditions of application of these restrictions.

5. The Partner States of the East African Community shall, upon the introduction of any new quantitative restrictions in accordance with the provisions of paragraph 2 above, immediately notify the Association Council. As soon as the notification has been given, there shall be consultations within the Association Council, at the request of the European Economic Community.

6. On the coming into force of this Agreement, the Partner States of the East African Community shall notify the Association Council of the foreign trade regulations applicable to Member States.

The Association Council shall be notified of any change in these regulations.

Article 7

The provisions of Articles 5 and 6 shall not prejudice the treatment that any Contracting Party signatory to a world agreement accords to any product under such an agreement.

Article 8

Without prejudice to special provisions for border trade or to Articles 9 and 10:

(a) the treatment that the Partner States of the East African Community apply by virtue of this Title to products originating in Member States shall not be less favourable than that applied to products originating in the most favoured third country;

(b) the treatment that the Partner States of the East African Community apply by virtue of this Title to their products on exportation to the European Economic Community shall not be less favourable than that applied to products exported to the most favoured third country.

Article 9

The Partner States of the East African Community may maintain or establish among themselves customs unions or free trade areas or conclude among themselves economic cooperation agreements.

The Association Council shall be kept informed by the Partner States of the East African Community.

Article 10

1. The Partner States of the East African Community may maintain or establish customs unions or free trade areas or conclude economic cooperation agreements with one or more African third countries at a comparable stage of development, provided that this does not lead to any change in the provisions concerning origin for the purpose of implementing this Agreement.

The Association Council shall be kept informed by the Partner States of the East African Community.

2. At the request of the European Economic Community, there shall be consultations within the Association Council.

3. If these consultations reveal any incompatibility between the undertakings given by the Partner States of the East African Community and the principles or provisions of this Agreement, the Association Council shall, in case of need, take any measures necessary for the smooth functioning of the Association. It may also make any recommendations deemed useful.

Article 11

The Partner States of the East African Community may likewise maintain or establish customs unions or free trade areas or conclude economic cooperation agreements with one or more other third countries, provided that such customs unions, free trade areas or economic cooperation agreements neither are nor prove to be incompatible with the principles or provisions of this Agreement.

The Association Council shall be kept informed by the Partner States of the East African Community.

At the request of the European Economic Community, there shall be consultations within the Association Council.

Article 12

The provisions of Articles 5 and 6 shall not preclude prohibitions or restrictions on imports, exports or transit justified on grounds of public morality, public policy, public security, the protection of human or animal life or health, or plant preservation, the protection of national treasures possessing artistic, historic or archaeological value, or the protection of industrial or commercial property.

However, such prohibitions or restrictions shall not constitute a means of arbitrary discrimination or a disguised restriction on trade.

Article 13

1. On matters of trade policy the Contracting Parties shall keep each other informed and, should one of them so request, shall consult within

the Association Council for the purpose of the proper implementation of this Agreement.

2. The information given and the consultations held shall bear on measures concerning trade with third countries if these measures are likely to harm the interests of any Contracting Party.

Article 14

1. If serious disturbances occur in a sector of the economy of one or more Partner States of the East African Community, or jeopardize their external financial stability, or if difficulties arise which result in a deterioration in the economic situation of a region in the East African Community, the Partner State or States concerned may, notwithstanding the provisions of Articles 3 and 6, take the necessary protective measures.

These measures and the methods of applying them shall be notified immediately to the Association Council.

2. If serious disturbances occur in a sector of the economy of the European Economic Community or of one or more of its Member States or jeopardize their external financial stability, or if difficulties arise which result in a deterioration in the economic situation of a region in the European Economic Community, that Community may take, or may authorize the Member State or States concerned to take, the necessary protective measures, notwithstanding the provisions of Articles 2 and 5.

These measures and the methods of applying them shall be notified immediately to the Association Council.

3. For the purpose of implementing paragraphs 1 and 2 above, priority shall be given to such measures as would least disturb the functioning of the Association. These measures shall not exceed the limits of what is strictly necessary to remedy the difficulties that have arisen.

4. There shall be consultations within the Association Council regarding measures taken in implementation of paragraphs 1 or 2 above. Such consultations shall be held at the request of the European Economic Community in respect of measures under paragraph 1, and at the request of the Partner States of the East African Community in respect of those under paragraph 2.

Article 15

Without prejudice to the special provisions laid down in this Agreement, each Contracting Party shall refrain from any measure or practice of an internal fiscal nature that directly or indirectly leads to discrimination between its own products and like products originating in the territory of the other Contracting Parties.

Title II

RIGHT OF ESTABLISHMENT AND SERVICES

Article 16

The Partner States of the East African Community shall ensure that, in the matter of the right of establishment and the provision of services, there shall be no discriminatory treatment, *de jure* or *de facto*, between nationals or between companies of Member States.

Article 17

Should one or more Partner States of the East African Community grant nationals or companies of a non-Member State more favourable treatment as regards the right of establishment or provision of services, such treatment shall be extended by the Partner State or States concerned to nationals or companies of the Member States, except where it arises out of regional agreements.

Nevertheless, nationals or companies of a Member State may not, for a specific activity, benefit in a Partner State of the East African Community from the provisions of this Article if the Member State to which they belong does not grant the nationals or companies of the Partner State of the East African Community concerned, as regards the right of establishment or provision of services, the same advantages for the activity in question as those obtained by the Partner State of the East African Community through an agreement with a non-Member State referred to in the preceding paragraph.

Article 18

Without prejudice to the provisions relating to movements of capital, the right of establishment within the meaning of this Agreement shall include the right to engage in and to exercise self-employed activities: to set up and manage undertakings and, in particular, companies; and to set up agencies, branches or subsidiaries.

Article 19

Services within the meaning of this Agreement shall be deemed to be services normally provided against remuneration, provided that they are not governed by the provisions relating to trade, the right of establishment or movements of capital. Services shall include in particular activities of an industrial character, activities of a commercial character, artisan activities and activities of the liberal professions, excluding activities of employed persons.

Article 20

1. Companies within the meaning of this Agreement shall be deemed to be companies under civil or commercial law, including cooperative societies and other legal persons under public or private law, but not including non-profit-making bodies.

2. 'Company of a Member State or of a Partner State of the East African Community' shall mean any company constituted in accordance with the law of a Member State or of a Partner State of the East African Community and having its registered office, central administration or main establishment in a Member State or in a Partner State of the East African Community; nevertheless, should it have only its registered office in a Member State or in a Partner State of the East African Community, its business must have an effective and continuous link with the economy of that Member State or of that Partner State of the East African Community.

Title III

PAYMENTS AND CAPITAL

Article 21

The Member States and the Partner States of the East African Community shall authorize payments relating to trade in goods and in services, and also the transfer of such payments to the Partner State of the East African Community or to the Member State in which the creditor or the beneficiary is resident, in so far as the movement of goods and services has been liberalized in pursuance of this Agreement.

Article 22

The Partner States of the East African Community shall treat nationals and companies of Member States on an equal footing in respect of investments made by them, of capital movements and of current payments resulting therefrom, and also of transfers connected with such operations.

Title IV

INSTITUTIONAL PROVISIONS

Article 23

1. For the purpose of attaining the aims set out in this Agreement, there shall be established an Association Council. It shall have the power to take decisions in the cases provided for in this Agreement; such decisions shall be binding on the Contracting Parties, who must take such measures as are required to implement these decisions.

The Association Council may examine all matters relating to the implementation of this Agreement; it may formulate appropriate recommendations, and it shall undertake the consultations provided for by this Agreement.

2. The Association Council shall periodically review the results of the Association arrangements, taking into account the objectives of this Association.

3. The Association Council shall lay down its rules of procedure.

Article 24

1. The Association Council shall be composed, on the one hand, of the members of the Council and of members of the Commission of the European Communities and, on the other hand, of members of the Government of each Partner State of the East African Community and of representatives of the East African Community.

Any member of the Association Council may send a representative in accordance with conditions to be laid down in its rules of procedure. The Association Council shall meet either at the level of ministers or at the level of their representatives.

2. In the case of meetings at ministerial level, decisions of the Association Council may be validly made only if, for the European Economic Community, a member of the Council and a member of the Commission of the European Communities, and, for the Partner States of the East African Community, a member of the Government of each Partner State of the East African Community, are present.

3. The Association Council shall act by mutual agreement between the European Economic Community on the one hand and the Partner States of the East African Community on the other.

Article 25

The office of President of the Association Council shall be held alternately by a member of the Council of the European Communities and a member of the Government of a Partner State of the East African Community.

Article 26

Meetings of the Association Council shall be called once a year by its President.

The Association Council shall, in addition, meet whenever necessary, in accordance with the conditions to be laid down in its rules of procedure.

Article 27

The Association Council may decide to set up a committee to assist the Council in the performance of its task and, in particular, to ensure the

continuity of cooperation necessary for the smooth functioning of the Association.

In its rules of procedure the Association Council shall determine the composition and duties of the committee and how it shall function.

The Association Council may delegate to the committee the exercise of the powers entrusted to it by this Agreement, under the terms and within the limits laid down by the Association Council.

Article 28

1. Any dispute concerning the interpretation or the application of this Agreement which arises between one or more Member States of the European Economic Community on the one hand, and one or more Partner States of the East African Community on the other, may be brought before the Association Council.

2. If the Association Council fails to settle the dispute at its subsequent meeting, either Party may notify the other of the appointment of an arbitrator; the other Party must then appoint a second arbitrator within two months. For the application of this procedure, the European Economic Community and the Member States shall be deemed to be one Party to the dispute.

The Association Council shall appoint a third arbitrator.

The decisions of the arbitrators shall be taken by majority vote.

3. Each Party to the dispute must take the measures required for the implementation of the arbitrators' decision.

Article 29

A Parliamentary Committee of the Association shall meet once a year to discuss matters concerning the Association.

It shall be composed, on a basis of parity, of members of the European Parliament and of members of the Parliaments of the Partner States of the East African Community.

It shall lay down its rules of procedure.

Title V

GENERAL AND FINAL PROVISIONS

Article 30

No treaty, convention, agreement or arrangement of any kind between one or more Member States and one or more Partner States of the East African Community may impede the implementation of the provisions of this Agreement.

Article 31

1. The Association Council shall be informed of any request for membership of or association with the European Economic Community made by any State.

2. Any request for association with the European Economic Community made by a State whose economic structure and production are comparable with those of the Partner States of the East African Community, and which, after examination by the European Economic Community, has been referred by the latter to the Association Council, shall be the subject of consultations within the Association Council.

Article 32

This Agreement shall apply to the European territory of the Member States and to the French Overseas Departments on the one hand, and to the territory of the Partner States of the East African Community on the other.

Article 33

1. As regards the European Economic Community, this Agreement shall be validly concluded by a decision of the Council of the European Communities taken in conformity with the provisions of the Treaty and notified to the Parties to this Agreement. It shall be ratified by the Signatory States in conformity with their respective constitutional requirements.

2. The instruments of ratification of the Signatory States and the act of notification of the conclusion of this Agreement by the European Economic Community shall be exchanged in Brussels.

Article 34

This Agreement shall come into force on the first day of the month following the date on which the instruments of ratification and the act of notification have been exchanged.

Article 35

1. This Agreement shall be concluded for a period of five years from its entry into force and shall expire by 31 January 1975 at the latest.

2. This Agreement may be terminated by the European Economic Community in respect of each Partner State of the East African Community, and by each Partner State of the East African Community in respect of the European Economic Community, upon six months' notice.

Article 36

1. Eighteen months before the expiry of this Agreement, the Contracting parties shall examine the provisions that might be made for a further period.

2. The Association Council shall take any transitional measures required until a new agreement comes into force.

Article 37

The Protocols annexed to this Agreement shall form an integral part thereof.

Article 38

This Agreement shall be drawn up in two copies, in the German, French, Italian, Dutch and English languages, each of these texts being equally authentic.

Zu Urkund dessen haben die unterzeichneten Bevollmächtigten ihre Unterschriften unter dieses Abkommen gesetzt.

En foi de quoi, les plénipotentiaires soussignés ont apposé leurs signatures au bas du présent Accord.

In fede di che, i plenipotenziari sottoscritti hanno apposto le loro firme in calce al presente Accordo.

Ten blijke waarvan de ondergetekende gevolmachtigden hun handtekening onder deze Overeenkomst hebben gesteld.

In witness whereof, the undersigned Plenipotentiaries have affixed their signatures below this Agreement.

Geschehen zu Arusha am 24. September neunzehnhundertneunundsechzig.

Fait à Arusha, le 24 septembre mil neuf cent soixante-neuf.

Fatto a Arusha, il 24 settembre millenovecentosessantanove.

Gedaan te Arusha, de 24 september negentienhonderdnegenenzestig.

Done at Arusha on 24 September in the year one thousand nine hundred and sixty-nine.

Pour Sa Majesté le Roi des Belges,
Voor Zijne Majesteit de Koning der Belgen,
Joseph VAN DER MEULEN

Für den Präsidenten der Bundesrepublik Deutschland,
Günther HARKORT

Pour le Président de la République Française,
Yvon BOURGES

Per il Presidente della Repubblica Italiana,
Mario PEDINI

Pour Son Altesse Royale le Grand-Duc de Luxembourg,
Georges DUPONG

Voor Hare Majesteit de Koningin der Nederlanden,
H. J. de KOSTER

Im Namen des Rates der Europäischen Gemeinschaften,
Pour le Conseil des Communautés Européennes,
Per il Consiglio delle Comunità Europee,
Voor de Raad der Europese Gemeenschappen,

H. J. de KOSTER Henri ROCHEREAU

Mit dem Vorbehalt, dass für die Europäische Wirtschaftsgemeinschaft erst dann endgültig eine Verplflichtung besteht, wenn sie den anderen Vertragsparteien Notifiziert hat, dass die durch den Vertrag zur Gründung der Europäischen Wirtschaftsgemeinschaft vorgeschriebenen Verfahren stattgefunden haben.

Sous réserve que la Communauté Economique Européenne ne sera définitivement engagée qu'après notification aux autres Parties contractantes de l'accomplissement des procédures requises par le Traité instituant la Communauté Economique Européenne.

Con riserva che la Comunità Economica Europea sarà definitivamente vincolata soltanto dopo notifica alle altre Parti Contraenti dell'espletamento delle procedure richieste dal Trattato che istituisce la Comunità Economica Europea.

Onder voorbehoud dat de Europese Economische Gemeenschap eerst definitief gebonden zal zijn na kennisgeving aan de andere Overeenkomstluitende Partijen van de vervulling der door het Verdrag tot oprichting van de Europese Economische Gemeenschap vereiste procedures.

Provided that the Community shall be finally bound only after the other Contracting Parties have been notified that the procedures required by the Treaty establishing the European Economic Community have been completed.

For the President of the United Republic of Tanzania,
Abdulraman Mohamed BABU

For the President of the Republic of Uganda,
William Wilberforce KALEMA

For the President of the Republic of Kenya,
Mwai KIBAKI

PROTOCOLS

PROTOCOL No 1

concerning the implementation of Article 2 (2) of the Association Agreement

THE CONTRACTING PARTIES,

HAVE AGREED upon the following provisions, which are annexed to the Agreement:

Article 1

1. After consultation within the Association Council, the European Economic Community shall determine, case by case, what treatment is to be accorded to imports of each of the products or groups of products referred to in Article 2 (2) of the Agreement, when such products originate in the Partner States of the East African Community, where these States have an economic interest in exporting the said products.

The treatment which the European Economic Community applies to these products shall be more favourable than the general treatment applied to like products originating in third countries.

2. However, if, in respect of a specific product, the economic situation of the European Economic Community so justifies, the latter may, by way of exception, refrain from according special treatment to imports of that product from the Partner States of the East African Community.

Article 2

If the products referred to in Article 2 (2a) of the Agreement are liable to customs duties at the time of importation into the European Economic Community and if no provision concerning trade in those products with third countries is laid down under the common agricultural policy, imports of such products into the European Economic Community shall, notwithstanding the provisions of Article 1 above and provided that these products originate in the Partner States of the East African Community, be governed by the provisions of Article 2 (1) of the Agreement.

Article 3

1. The treatment established for the various products on the basis of this Protocol shall be applied until the expiry of the Agreement.

2. However, in the event of a change in the Community organization of markets, the European Economic Community reserves the right, after consultation within the Association Council, to change the treatment established.

In such an event, the European Economic Community undertakes, in the framework of the new treatment, to maintain advantages for the Partner States of the East African Community comparable with those they enjoyed previously.

PROTOCOL No 2

concerning unroasted coffee, cloves and tinned pineapple

THE CONTRACTING PARTIES

HAVE AGREED upon the following provisions, which are annexed to the Agreement:

Should imports into the European Community of unroasted coffee of heading No 09.01 A I of the Common Customs Tariff of the European Communities, of cloves (whole fruit, cloves and stems) of heading No 09.07 or of tinned pineapple of heading No 20.06 B II, originating in the Partner States of the East African Community, exceed the quantities stipulated below in the course of any given year, the European Economic Community shall be authorized to take, subject to consultation with the Partner States of the East African Community, the necessary measures to avoid serious disturbances in traditional trade flows.

The annual quantities referred to in the first subparagraph of this Protocol shall be:

(a) Unroasted coffee 56 000 tonnes

(b) Cloves 120 tonnes

(c) Tinned pineapple 860 tonnes.

PROTOCOL No 3

concerning the implementation of Article 3 of the Association Agreement

THE CONTRACTING PARTIES,

HAVE AGREED upon the following provisions, which are annexed to the Agreement:

Article 1

For the purpose of implementing the provisions of Article 3 of the Agreement, the Partner States of the East African Community shall, on the date of coming into force of the Agreement, eliminate all customs duties and charges having equivalent effect other than those which are necessary to meet their development needs or which are intended to contribute to their budgets.

Article 2

The development needs of the Partner States of the East African Community referred to in Article 1 above are those arising from:

— the implementation of economic development programmes aimed at raising the general standard of living in the country in question;

— the needs of their economic development, in particular where necessary to encourage the setting-up of branches of production for the purpose of raising the country's general standard of living;

— the need to achieve equilibrium in their balance of payments and to alleviate such difficulties as arise in the main from their efforts to expand their domestic markets and from the instability of their terms of trade;

— the necessity to achieve a rapid and sustained growth of their country's receipts from exports.

Article 3

The Contracting Parties shall take note of the customs duties to be eliminated in accordance with the provisions of Article 1 above in respect of the products listed in the Schedule annexed to this Protocol.

Article 4

On the date of coming into force of the Agreement, the Partner States of the East African Community shall communicate to the Association Council their customs tariff as it stands after application of the foregoing provisions. At the request of the European Economic Community, there shall be consultations within the Association Council on this tariff.

Article 5

The Partner States of the East African Community shall notify the Association Council of any amendment to the tariff so established, in particular of any increase in customs duties or charges having equivalent effect made to meet their development needs or which is intended to contribute to their budgets. At the request of the European Economic Community, there shall be consultations within the Association Council on these amendments.

Article 6

1. The advantages accorded to Member States *vis-à-vis* third countries in respect of the products listed in the Schedule annexed to this Protocol shall not be reduced during the life of the Agreement.

2. The Partner States of the East African Community may, however, make any adjustments in the Schedule of products annexed to this Protocol that are necessary to meet their development needs or are intended to contribute to their budgets, subject to prior consultation within the Association Council and provided that the overall volume of concessions and the balance of concessions among the Member States are maintained.

3. The Partner States of the East African Community shall inform the Association Council in due time of any changes which they contemplate making.

This notification shall be accompanied by information of an economic and/or financial nature whereby the necessity to make the contemplated changes in the Schedule can be assessed.

Article 7

At the request of the Partner States of the East African Community, there shall be consultations within the Association Council regarding the conditions of application of this Protocol.

ANNEX

Schedule of the products to which Article 3 of Protocol No 3 to the Agreement applies

East African Tariff No	Description of goods	Charges		
		Fiscal entry	Customs duty	
			Full	EEC
11.07	Malt, roasted or not	22%	8%	Free
12.06	Hop cones and lupulin	10%	5%	Free
15.07B	Olive oil	48%	2%	Free
16.04	Prepared or preserved fish, including caviar and caviar substitutes	47½%	2½%	Free
17.04	Sugar confectionery, not containing cocoa	47%	3%	Free
18.06	Chocolate and other food preparations containing cocoa	42%	8%	Free
21.06A	Bakers' yeast and household yeast	26%	4%	Free
22.05	Wine of fresh grapes; grape must with fermentation arrested by the addition of alcohol:			
	A. Still wine and grape must: (1) Not in bottle	per gallon Sh 16/– or 66⅔%	Free	Free
	(2) In bottle	per gallon Sh 19/50 or 66⅔%	per gallon Cents 50 (*)	Free
	B. Sparkling wine: (1) Champagne	per gallon Sh 31/30 or 66⅔%	per gallon Sh 2/– (*)	Free
	(2) Other	per gallon Sh 21/90 or 66⅔%	per gallon Sh 1/50 (*)	Free

East African Tariff No	Description of goods	Charges		
		Fiscal entry	Customs duty	
			Full	EEC
22.06	Vermouths, and other wines of fresh grapes flavoured with aromatic extracts:			
	A. Not in bottle	per gallon Sh 16/– or 66⅔%	Free	Free
	B. In bottle	per gallon Sh 19/– or 66⅔%	per gallon Sh 1/– (*)	Free
22.09	Spirits (other than those of heading No 22.08); liqueurs and other spirituous beverages; compound alcoholic preparations (known as 'concentrated extracts') for the manufacture of beverages:			
	B. Brandy	per proof gallon Sh 195/–	per proof gallon Sh 5/– (*)	Free
30.03	Medicaments (including veterinary medicaments):			
	A. Prepared according to the British Pharmacopoeia, the National Pharmacopoeia of any Member State of the EEC, the British Pharmaceutical Codex, the US National Formula or the British Veterinary Codex, but not including any proprietary drugs or medicinal preparations	Free	Free	Free
32.04	Colouring matter of vegetable origin (including dyewood extract and other vegetable dyeing extracts, but excluding indigo) or of animal origin:			
	A. For colouring foodstuffs, beverages, cosmetics or toilet preparations	30½%	7%	Free
32.12	Glaziers' putty; grafting putty; painters' fillings, and stopping, sealing and similar mastics, including resin mastics and cements	21%	9%	Free

East African Tariff No	Description of goods	Charges		
		Fiscal entry	Customs duty	
			Full	EEC
33.01	Essential oils (terpeneless or not); concretes and absolutes; resenoids:			
	A. For use in the manufacture of perfumery, cosmetics or toilet preparations	68%	7%	Free
	B. Other	23%	7%	Free
35.03	Gelatin (including gelatin in rectangles, whether or not coloured or surface-worked) and gelatin derivatives; glues derived from bones, hides, nerves, tendons or from similar products, and fish glues; isinglass:			
	A. Gelatin	22%	8%	Free
37.02	Film in rolls, sensitized, unexposed, perforated or not	27%	3%	Free
37.07	Other cinematograph film, exposed and developed, whether or not incorporating sound track, negative or positive:			
	C. Other: (3) Of a width exceeding 16 mm	per linear foot Cents 23	per linear foot Cents 2 (*)	Free
48.01	Paper and paperboard (including cellulose wadding), machine-made, in rolls or sheets:			
	A. Paper: (1) Cigarette	43%	2%	Free
48.10	Cigarette paper, cut to size, whether or not in the form of booklets or tubes	40%	5%	Free
58.02	Other carpets, carpeting, rugs, mats and matting, and 'Kelem', 'Schumacks' and 'Karamanie' rugs and the like (made up or not)	25%	5%	Free

East African Tariff No	Description of goods	Charges		
		Fiscal entry	Customs duty	
			Full	EEC
70.08	Safety glass consisting of toughened or laminated glass, shaped or not	25%	5%	Free
70.09	Glass mirrors (including rear-view mirrors), unframed, framed or backed	27%	3%	Free
70.13	Glassware (other than articles falling in heading No 70.19) of a kind commonly used for table, kitchen, toilet or office purposes, for indoor decoration, or for similar uses	30%	3½%	Free
73.13	Sheets and plates, of iron or steel, hot-rolled or cold-rolled:			
	C. Flat, uncoated: (1) Of a thickness of 0·014 inches or less	per ft² Cents 3 or 12%	3%	Free
73.27	Gauze, cloth, grill, netting, fencing, reinforcing fabric and similar materials, of iron or steel wire:			
	A. Wire grill	25%	5%	Free
73.36	Stoves (including stoves with subsidiary boilers for central heating), ranges, cookers, grates, fires and other space heaters, gas rings, plate warmers with burners, wash boilers with grates or other heating elements, and similar equipment, of a kind used for domestic purposes, not electrically operated, and parts thereof, of iron or steel:			
	B. Other	25%	5%	Free

East African Tariff No	Description of goods	Charges		
		Fiscal entry	Customs duty	
			Full	EEC
74.17	Cooking and heating apparatus of a kind used for domestic purposes, not electrically operated, and parts thereof, of copper:			
	B. Other	25%	5%	Free
84.17	Machinery, plant and similar laboratory equipment, whether or not electrically heated, for the treatment of materials by a process involving a change of temperature such as heating, cooking, roasting, distilling, rectifying, sterilizing, pasteurizing, steaming, drying, evaporating, vaporizing, condensing or cooling, not being machinery or plant of a kind used for domestic purposes; instantaneous or storage water heaters, non-electrical:			
	A. Instantaneous and storage water heaters	12%	3%	Free
84.20	Weighing machinery (excluding balances of a sensitivity of 5 centigrammes or better), including weight-operated counting and checking machines; weighing machine weights of all kinds:			
	A. Weighing machine weights of all kinds	30%	Free	Free
	B. Other	25%	5%	Free
84.51	Typewriters, other than typewriters incorporating calculating mechanisms; cheque-writing machines	26%	4%	Free
84.52	Calculating machines; accounting machines, cash registers, postage-franking machines, ticket-issuing machines and similar machines incorporating a calculating device	28%	2%	Free
84.54	Other office machines (for example, hectograph or stencil duplicating machines, addressing machines, coin-sorting machines, coin-counting and wrapping machines, pencil-sharpening machines, perforating and stapling machines)	23%	7%	Free

East African Tariff No	Description of goods	Charges		
		Fiscal entry	Customs duty	
			Full	EEC
84.55	Parts and accessories (other than covers, carrying cases and the like) suitable for use solely or principally with machines of a kind falling within heading No 84.51, 84.52, 84.53 or 84.54	21%	9%	Free
85.06	Electro-mechanical domestic appliances, with self-contained electric motor:			
	A. Electric fans	25%	5%	Free
85.15	Radiotelegraphic and radiotelephonic transmission and reception apparatus; radio-broadcasting and television transmission and reception apparatus (including those incorporating gramophones) and television cameras; radio navigational aid apparatus, radar apparatus and radio remote control apparatus:			
	A. Radio and television receiving sets and radiograms	each Sh 50/– or 47%	3%	Free
87.06	Parts and accessories of the motor vehicles falling within heading No 87.01, 87.02, or 87.03:			
	C. Other	28⅛%	5%	Free
90.01	Lenses, prisms, mirrors and other optical elements, of any material, unmounted, other than such elements of glass not optically worked; sheets or plates, of polarizing material:			
	A. Suitable for use with the articles of subheading No 90.05, 90.07 B or or 90.09 B	23%	7%	Free
90.02	Lenses, prisms, mirrors and other optical elements, of any material, mounted, being parts of or fittings for			

East African Tariff No	Description of goods	Charges		
		Fiscal entry	Customs duty	
			Full	EEC
	instruments or apparatus, other than such elements of glass not optically worked:			
	A. Suitable for use with the articles of subheading No 90.05, 90.07 B or 90.09 B	23%	7%	Free
90.05	Refracting telescopes (monocular and binocular), prismatic or not	23%	7%	Free
90.07	Photographic cameras; photographic flashlight apparatus:			
	B. Other	25%	5%	Free
90.08	Cinematographic cameras, projectors, sound recorders and sound reproducers; any combination of these articles	25%	5%	Free
90.09	Image projectors (other than cinematographic projectors); photographic (except cinematographic) enlargers and reducers:			
	B. Other	25%	5%	Free
90.16	Drawing, marking-out and mathematical calculating instruments, drafting machines, pantographs, slide-rules, disc calculators and the like; measuring or checking instruments, appliances and machines, not falling within any other heading of this Chapter (for example, micrometers, callipers, gauges, measuring rods, balancing machines); profile projectors:			
	A. Measuring rods, tape measures, spring rules and the like	23%	7%	Free
91.01	Pocket-watches, wrist-watches and other watches, including stop-watches	27½%	2½%	Free
91.02	Clocks with watch movements (excluding clocks of heading No 91.03)	25%	5%	Free

East African Tariff No	Description of goods	Charges		
		Fiscal entry	Customs duty	
			Full	EEC
91.04	Other clocks:			
	A. Tower clocks	Free	Free	Free
	B. Other	25%	5%	Free
92.01	Pianos (including automatic pianos, whether or not with keyboards); harpsichords and other keyboard stringed instruments; instruments; harps but not including aeolian harps	25%	5%	Free
92.02	Other string musical instruments	25%	5%	Free
92.03	Pipe and reed organs, including harmoniums and the like	25%	5%	Free
92.04	Accordions, concertinas and similar musical instruments; mouth organs	25%	5%	Free
92.05	Other wind musical instruments	25%	5%	Free
92.06	Percussion musical instruments (for example drums, xylophones, cymbals, castanets)	25%	5%	Free
92.07	Electro-magnetic, electrostatic, electronic and similar musical instruments (for example, pianos, organs, accordions)	25%	5%	Free
92.08	Musical instruments not falling within any other heading of this Chapter (for example, fairground organs, mechanical street organs, musical boxes, musical saws); mechanical singing birds; decoy calls and effects of all kinds; mouth-blown sound signalling instruments (for example, whistles and boatswain's pipes)	25%	5%	Free
92.09	Musical instrument strings	25%	5%	Free
92.10	Parts and accessories of musical instruments (other than strings), including perforated music rolls and mechanisms for musical boxes; metronomes, tuning forks and pitch pipes of all kinds	25%	5%	Free

East African Tariff No	Description of goods	Charges		
		Fiscal entry	Customs duty	
			Full	EEC
92.11	Gramophones, dictating machines and other sound recorders and reproducers, including record-players and tape decks, with or without sound heads; television image and sound recorders and reproducers, magnetic	30%	7½%	Free
92.12	Gramophone records and other sound or similar recordings; matrices for the production of records, prepared record blanks, film for mechanical sound recording, prepared tapes, wires, strips and like articles of a kind commonly used for sound or similar recording:			
	C. Gramophone records	each Sh 1/25 or 32½%	5%	Free
	D. Other	25%	5%	Free
92.13	Other parts and accessories of apparatus falling within heading No 92.11	35%	2½%	Free

(*) These concessionary rates will be altered to their metric equivalents on 1 January 1970.

PROTOCOL No 4

concerning the concept of 'originating products' for the purpose of implementing the Association Agreement

THE CONTRACTING PARTIES,

HAVE AGREED upon the following provisions, which are annexed to the Agreement:

Article 1

On the basis of a draft prepared by the Commission of the European Communities, the Association Council shall lay down at its first session the definition of the concept of 'originating products' for the purpose of implementing Title 1 of the Agreement. It shall also determine the methods of administrative cooperation.

Article 2

The Member States and the Partner States of the East African Community shall apply their respective regulations until the provisions referred to in Article 1 become operative.

PROTOCOL No 5

concerning the implementation of the Association Agreement and the establishment of international agreements on the granting of general preferences

THE CONTRACTING PARTIES,

Desirous of stating clearly their position on the compatibility of the preferences granted to the European Economic Community by the Partner States of the East African Community with the generalized preferences in the framework of the United Nations Conference on Trade and Development,

HAVE AGREED on the following provisions, which shall be annexed to the Agreement:

The provisions of the Agreement, and in particular Article 3 thereof, do not conflict with the establishment of a general system of preferences and do not prevent the Partner States of the East African Community from participating therein.

Zu Urkund dessen haben die Bevollmächtigten der Vertragsparteien die fünf vorstehenden Protokolle unterschrieben.

En foi de quoi, les plénipotentiaires des Parties Contractantes ont signé les cinq Protocoles dont le texte précède.

In fede di che, i plenipotenziari delle Parti Contraenti hanno firmato cinque Protocolli il cui testo precede.

Ten blijke waarvan de gevolmachtigden van de Overeenkomstsluitende Partijen de vijf bovenstaande Protocollen hebben ondertekend.

In witness whereof, the Plenipotentiaries of the Contracting Parties have signed the five foregoing Protocols.

Geschehen zu Arusha am 24. September neunzehnhundertneunundsechzig.

Fait à Arusha, le 24 septembre mil neuf cent soixante-neuf.

Fatto a Arusha, il 24 settembre millenovecentosessantanove.

Gedaan te Arusha, 24 september negentienhonderdnegenenzestig.

Done at Arusha on 24 September in the year one thousand nine hundred and sixty-nine.

Pour Sa Majesté le Roi des Belges,
Voor Zijne Majesteit de Koning der Belgen,
Joseph VAN DER MEULEN

Für den Präsidenten der Bundesrepublik Deutschland,
Günther HARKORT

Pour le Président de la République Française,
Yvon BOURGES

Per il Presidente della Repubblica Italiana,
Mario PEDINI

Pour Son Altesse Royale le Grand-Duc de Luxembourg,
Georges DUPONG

Voor Hare Majesteit de Koningin der Nederlanden,
H. J. De KOSTER

Im Namen des Rates der Europäischen Gemeinschaften,
Pour le Conseil des Communautés Européennes,
Per il Consiglio delle Comunità Europee,
Voor de Raad der Europese Gemeenschappen,
H. J. de KOSTER Henri ROCHEREAU

Mit dem Vorbehalt, dass für die Europäische Wirtschaftsgemeinschaft erst dann endgültig eine Verplflichtung besteht, wenn sie den anderen Vertragsparteien notifiziert hat, dass die durch den Vertrag zur Gründung der Europäischen Wirtschaftsgemeinschaft vorgeschriebenen Verfahren stattgefunden haben.

Sous réserve que la Communauté Economique Européenne ne sera définitivement engagée qu'après notification aux autres Parties contractantes de l'accomplissement des procédures requises par le Traité instituant la Communauté Economique Européenne.

Con riserva che la Comunità Economica Europea sarà definitivamente vincolata soltanto dopo notifica alle altre Parti Contraenti dell'espletamento delle procedure richieste dal Trattato che istituisce la Comunità Economica Europea.

Onder voorbehoud dat de Europese Economische Gemeenschap eerst definitief gebonden zal zijn na kennisgeving aan de andere Overeenkomstluitende Partijen van de vervulling der door het Verdag tot oprichting van de Europese Economische Gemeenschap vereiste procedures.

Provided that the Community shall be finally bound only after the other Contracting Parties have been notified that the procedures required by the Treaty establishing the European Community have been completed.

For the President of the United Republic of Tanzania,
Abdulraman Mohamed BABU

For the President of the Republic of Uganda,
William Wilberforce KALEMA

For the President of the Republic of Kenya,
Mwai KIBAKI

FINAL ACT

and Declarations annexed

(70/547/EEC)

The Plenipotentiaries of

His Majesty the King of the Belgians,
The President of the Federal Republic of Germany,
The President of the French Republic,
The President of the Italian Republic,
His Royal Highness the Grand Duke of Luxembourg,
Her Majesty the Queen of the Netherlands, and
The Council of the European Communities,

on the one hand, and of

The President of the United Republic of Tanzania,
The President of the Republic of Uganda,
The President of the Republic of Kenya,

on the other hand,

assembled at Arusha on 24 September nineteen hundred and sixty-nine for the purpose of signing an Agreement establishing an Association between the European Economic Community and the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya, have adopted the following instruments:

— The Agreement establishing an Association between the European Economic Community and the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya,

— The Protocols listed below:

Protocol No 1 concerning the implementation of Article 2 (2) of the Association Agreement;

Protocol No 2 concerning unroasted coffee, cloves and tinned pineapple;

Protocol No 3 concerning the implementation of Article 3 of the Association Agreement;

Protocol No 4 concerning the concept of 'originating products' for the purpose of implementing the Association Agreement;

Protocol No 5 concerning the implementation of the Association Agreement and the establishment of international agreements on the granting of general preferences.

The Plenipotentiaries have equally adopted the declarations which are enumerated below and annexed to this Final Act:

1. Declaration by the Delegation of the European Economic Community concerning nuclear products (Annex I);

2. Declaration by the Delegation of the European Economic Community and by the Delegation of the Partner States of the East African Community concerning Article 2 of the Association Agreement (Annex II);

3. Declaration by the Delegation of the European Economic Community and by the Delegation of the Partner States of the East African Community concerning petroleum products (Annex III);

4. Declaration by the Delegation of the European Economic Community and by the Delegation of the Partner States of the East African Community concerning a good offices procedure (Annex IV).

The Plenipotentiaries have furthermore taken note of the declarations which are enumerated below and annexed to this Final Act:

1. Declaration by the Delegation of the Partner States of the East African Community concerning the implementation of Article 6 (2) of the Association Agreement (Annex V);

2. Declaration by the Delegation of the Partner States of the East African Community concerning the implementation of Articles 6 and 22 of the Association Agreement (Annex VI);

3. Declaration by the Delegation of the European Economic Community concerning the implementation of Protocol No 4 to the Association Agreement (Annex VII);

4. Declaration by the Representative of the Government of the Federal Republic of Germany concerning the definition of 'German nationals' (Annex VIII);
5. Declaration by the Representative of the Government of the Federal Republic of Germany concerning the application of the Association Agreement to Berlin (Annex IX).

Zu Urkund dessen haben die unterzeichneten Bevollmachtigten ihre Unterschriften unter diese Schlußakte gesetzt.

En foi de quoi, les plénipotentiaires soussignés ont apposé leurs signatures au bas du présent Acte final.

In fede di che, i plenipotenziari sottoscritti hanno apposto le loro firme in calce al presente Atto finale.

Ten blijke waarvan de ondergetekende gevolmachtigden hun handtekening onder deze Slotakte hebben gesteld.

In witness whereof, the undersigned Plenipotentiaries have affixed their signatures below this Final Act.

Geschehen zu Arusha am 24. September neunzehnhundertneunundsechzig.

Fait à Arusha, le 24 septembre mil neuf cent soixante-neuf.

Fatto a Arusha, il 24 settembre millenovecentosessantanove.

Gedaan te Arusha, 24 september negentienhonderdnegenenzestig.

Done at Arusha on 24 September in the year one thousand nine hundred and sixty-nine.

Pour Sa Majesté le Roi des Belges,
Voor Zijne Majesteit de Koning der Belgen,
Joseph VAN DER MEULEN

Für den Präsidenten der Bundesrepublik Deutschland,
Günther HARKORT

Pour le Président de la République Française,
Yvon BOURGES

Per il Presidente della Repubblica Italiana,
Mario PEDINI

Pour Son Altesse Royale le Grand-Duc de Luxembourg,
Georges DUPONG

Voor Hare Majesteit de Koningin der Nederlanden,
H. J. de KOSTER

Im Namen des Rates der Europäischen Gemeinschaften,
Pour le Conseil des Communautés Européennes,
Per il Consiglio delle Comunità Europee,
Voor de Raad der Europese Gemeenschappen,
H. J. de KOSTER Henri ROCHEREAU

Mit dem Vorbehalt, dass für die Europäische Wirtschaftsgemeinschaft erst dann endgültig eine Verpflichtung besteht, wenn sie den anderen Vertragsparteien notifiziert hat, dass die durch den Vertrag zur Gründung der Europäischen Wirtschaftsgemeinschaft vorgeschriebenen Verfahren stattgefunden haben.

Sous réserve que la Communauté Economique Européenne ne sera définitivement engagée qu'après notification aux autres Parties Contractantes de l'accomplissement des procédures requises par le Traité instituant la Communauté Economique Européenne.

Con riserva che la Comunità Economica Europea sarà definitivamente vincolata soltanto dopo notifica alle altre Parti Contraenti dell'espletamento delle procedure richieste dal Trattato che istituisce la Comunità Economica Europea.

Onder voorbehoud dat de Europese Economische Gemeenschap eerst definitief gebonden zal zijn na kennisgeving aan de andere Overeenkomstsluitende Partijen van de vervulling der door het Verdrag tot oprichting van de Europese Economische Gemeenschap vereiste procedures.

Provided that the Community shall be finally bound only after the other Contracting Parties have been notified that the procedures required by the Treaty establishing the European Economic Community have been completed.

For the President of the United Republic of Tanzania,
Abdulraman Mohamed BABU

For the President of the Republic of Uganda,
William Wilberforce KALEMA

For the President of the Republic of Kenya,
Mwai KIBAKI

ANNEX I

Declaration by the Delegation of the European Economic Community concerning nuclear products

It follows from the combined provisions of the Treaty establishing the European Atomic Energy Community and the Treaty establishing the European Economic Community that the provisions of Title I of the agreement shall apply to the goods and products covered by Articles 92 onwards of the Treaty establishing the European Atomic Energy Community.

ANNEX II

Declaration by the Delegation of the European Economic Community and by the Delegation of the Partner States of the East African Community concerning Article 2 of the Association Agreement

The Contracting Parties agree to hold consultations within the Association Council as regards any difficulties which may arise in respect of goods and products exported from the Partner States of the East African Community competing with like products originating in the Associated African and Malagasy States or in other Associated States, Countries or Territories whose economic structure and production are comparable with those of the Associated African and Malagasy States.

ANNEX III

Declaration by the Delegation of the European Economic Community and by the Delegation of the Partner States of the East African Community concerning petroleum products

In respect of petroleum products, the European Economic Community reserves the right to change the arrangements stipulated in Title I of the Agreement when a common policy is established.

In this event, the European Economic Community shall accord imports of such products originating in the Partner States of the East African Community advantages comparable with those stipulated in the Agreement.

ANNEX IV

Declaration by the Delegation of the European Economic Community and by the Delegation of the Partner States of the East African Community concerning a good offices procedure

Any Contracting Parties that are parties to a dispute within the meaning of Article 28 of the Agreement are prepared, if circumstances permit, and subject to the Association Council being informed so that any parties concerned may assert their rights, to have recourse, before bringing the dispute before the Association Council, to a good offices procedure.

ANNEX V

Declaration by the Delegation of the Partner States of the East African Community concerning the implementation of Article 6 (2) of the Association Agreement

The Partner States of the East African Community undertake not to apply any quantitative restrictions in such a way as would diminish the effect of the tariff advantages granted to the European Economic Community and set out in the Schedule annexed to Protocol No 3.

ANNEX VI

Declaration by the Delegation of the Partner States of the East African Community concerning the implementation of Articles 6 and 22 of the Association Agreement

The Partner States of the East African Community have noted the anxieties expressed by the Member States of the European Economic Community as regards the implementation of the provisions of Articles 6 and 22 of the Agreement, and hereby undertake not to treat the said Member States or their nationals or companies less favourably than the most favoured third country.

ANNEX VII

Declaration by the Delegation of the European Economic Community concerning the implementation of Protocol No 4 to the Association Agreement

During the negotiations the Delegation of the European Economic Community informed the Delegation of the Partner States of the East African Community that it is important that the definition of the concept of 'originating products' for the purpose of implementing the Agreement should as far as possible be identical with the definition of the concept of 'originating products' for the purpose of implementing the Association Convention signed at Yaoundé on 29 July 1969.

ANNEX VIII

Declaration by the Representative of the Government of the Federal Republic of Germany concerning the definition of 'German nationals'

All Germans within the meaning of the Basic Law for the Federal Republic of Germany shall be deemed to be nationals of the Federal Republic of Germany.

ANNEX IX

Declaration by the Representative of the Government of the Federal Republic of Germany concerning the application of the Association Agreement to Berlin

The Agreement shall also apply to Land Berlin unless the Government of the Federal Republic of Germany makes a declaration to the contrary to the other Contracting Parties within a period of three months from the coming into force of the Agreement.

INTERNAL AGREEMENT

on the measures to be taken and the procedures to be followed in order to implement the Agreement establishing an Association between the European Economic Community and tbe United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya(1)

(70/548/EEC)

THE REPRESENTATIVES OF THE GOVERNMENTS OF THE MEMBER STATES OF THE EUROPEAN ECONOMIC COMMUNITY, MEETING WITHIN THE COUNCIL,

Having regard to the Treaty establishing the European Economic Community, hereinafter called the 'Treaty';

Having regard to the Agreement establishing an Association between the European Economic Community and the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya, hereinafter called the 'Agreement of Association', signed this day;

Whereas it is necessary to set out the methods for reaching a joint position to be taken by the representatives of the Community in the Association Council established by the Agreement of Association, and to provide for the implementation of several Articles of that Agreement which may require action by the Community, joint action by the Member States, or action by a single Member State;

Whereas it is necessary to adopt rules by which measures implementing the decisions and recommendations of the Association Council, shall be taken within the Community,

Whereas moreover, procedures should be laid down whereby the Member States shall settle any disputes which may arise amongst themselves with regard to the Agreement of Association;

After consultation with the Commission of the European Communities,

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(1) OJ No L 282, 28.12.1970. English version has not been published in the OJ.

HAVE AGREED UPON THE FOLLOWING PROVISIONS:

Article 1

The joint position which the representatives of the Community are to take in the Association Council shall be adopted in accordance with the following provisions:

(a) when the Association Council deals with problems on matters relating to trade between the Community and the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya covered by Title I of the Agreement of Association and by Protocols Nos 1, 2 and 3, the joint position shall be adopted by the Council acting under the conditions subject to which, in accordance with the Treaty, it shall determine the commercial policy of the Community with regard to third countries and the action to be taken by the Community within the framework of international organizations;

(b) in other cases, the joint position shall be adopted by the Council, acting on a unanimous vote, after consultation with the Commission.

Article 2

1. The Decisions and Recommendations adopted by the Association Council on matters relating to trade between the Community and the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya, covered by Title 1 of the Agreement of Association and by Protocols Nos 1, 2 and 3 shall be applied by means of the measures to be taken by the Council acting under the conditions subject to which, in accordance with the Treaty, it shall determine the commercial policy of the Community with regard to third countries and the action to be taken by the Community within the framework of international organizations.

The Decisions and Recommendations adopted by the Association Council in all other cases shall be applied by means of measures to be taken by the Council, acting unanimously after consultation with the Commission.

2. In cases where the Decisions and Recommendations of the Association Council concern a sector which, under the terms of the Treaty, does not fall within the jurisdiction of the Community, the Member States shall take such implementing measures as may be necessary.

Article 3

In cases where a request for consultation is submitted by the Community for the purpose of implementing the provisions of Title I of the Agreement of Association and Annex II of the Final Act, the following procedure shall apply:

(a) the request for consultation submitted by a Member State or by the Commission shall automatically involve a discussion by the Council for the purpose of determining the joint position of the Community;

(b) the joint position of the Community shall be that of the requesting Member State or the Commission, save only if the Council decides otherwise by a qualified majority. In the latter case, the Council shall examine whether, and under what conditions, the Member State concerned may, by way of exception, itself put to the Association Council its reasons for its request for consultation;

(c) the request for consultation shall be forwarded to the Association Council by the President-in-Office of the Council of the European Communities acting on behalf of the European Economic Community.

Article 4

Any treaty, convention, agreement or arrangement and any part of a treaty, convention, agreement or arrangement affecting matters dealt with in the Agreement of Association, whatever their form or nature which have been concluded or which shall be concluded between one or more Member States and the United Republic of Tanzania, the Republic of Uganda or the Republic of Kenya shall be notified without delay by the Member State or Member States concerned to the other Member States and to the Commission.

At the request of a Member State or of the Commission the texts thus notified shall be debated by the Council.

Article 5

1. For the purposes of the application of Article 14 (2) of the Agreement of Association and in order to allow a Member State to deal with the difficulties referred to in that Article, the Commission may authorize

that Member State to take the necessary protective measures, including such measures as are intended to cope with a deflection of trade.

2. At the request of any Member State concerned, the Council shall, acting on a qualified majority, decide whether to confirm, abolish or amend any Decision of the Commission.

3. In a case of emergency the Member State concerned may itself take the necessary protective measures. The Member State shall immediately notify the other Member States and the Commission. The Commission may decide whether those measures should be amended or abolished. The provisions of paragraph 2 shall be followed in that case.

4. In cases of serious difficulties in its balance of payments, the Member State may take the necessary measures, in accordance with the provisions of Articles 108 and 109 of the Treaty.

5. Pursuant to this Article, preference must be given to measures which cause the least disturbance to the functioning of the common market.

6. The notification of the Association Council by the Community laid down in the second subparagraph of Article 14 (2) of the Agreement shall be made by the Commission.

Article 6

If a Member State considers it necessary to have recourse to Article 28 of the Agreement of Association in those areas which do not fall within the jurisdiction of the Community, it shall first consult the other Member States.

If the Association Council has to adopt a position with regard to the action taken by a Member State as referred to in the first subparagraph, the position taken by the Community shall be that of the Member State concerned, provided that the representatives of the Governments of the Member States, meeting within the Council, shall not have unanimously decided otherwise.

This Article shall also apply where a Member State deems it necessary to have recourse to the good offices procedure laid down in Annex IV of the Final Act.

Article 7

Disputes arising between Member States, between a Member State and an institution of the Community, or between institutions of the Community concerning the Agreement of Association, the Protocols annexed thereto or this Internal Agreement shall, at the request of the earliest petitioner, be referred to the Court of Justice of the European Communities, under the conditions laid down in the Treaty and the Protocol on the Statute of the Court of Justice annexed to the Treaty.

Article 8

The Council, acting unanimously after consultation with the Commission, may, at any time, amend or supplement the provisions of this Agreement.

Article 9

This Agreement shall be approved by each Member State in accordance with its own constitutional rules. The Government of each Member State shall notify the Secretariat of the Council of the European Communities of the completion of the procedures required for the entry into force of this Agreement.

This agreement shall enter into force, provided that the provisions of the first subparagraph have been complied with, at the same time as the Agreement of Association. It shall remain applicable for the duration of that Agreement.

Article 10

This Agreement, drawn up in a single original in the Dutch, French, German and Italian languages, all four texts being equally authentic, shall be deposited in the archives of the Secretariat of the Council of the European Communities which will transmit a certified copy to each of the signatory Governments.

Zu Urkund dessen haben die unterzeichneten Bevollmachtigten ihre Unterschriften unter dieses Abkommen gesetzt.

En foi de quoi, les plénipotentiaires soussignés ont apposé leurs signatures au bas du présent accord.

In fede di che, i plenipotenziari sottoscritti hanno apposto le loro firme in calce al presente accordo.

Ten blijke waarvan de ondergetekende gevolmachtigden hun handtekening onder deze Overeenkomst hebben gesteld.

In witness whereof the undersigned plenipotentiaries have hereunto set their hands.

Geschehen zu Arusha am 24. September neunzehnhundertneunundsechzig.

Fait à Arusha, le 24 septembre mil neuf cent soixante-neuf.

Fatto a Arusha, il 24 settembre millenovecentosessantanove.

Gedaan te Arusha, 24 september negentienhonderdnegenenzestig.

Done at Arusha, on 24 September in the year one thousand nine hundred and sixty-nine.

Joseph VAN DER MEULEN

Günther HARKORT

Yvon BOURGES

Mario PEDINI

Georges DUPONG

H. J. de KOSTER

DECISION OF THE EEC-ESTAF ASSOCIATION COUNCIL

on transitional measures to be applied after 31 January 1975(1)

REGULATION (EEC) No 240/75 OF THE COUNCIL

of 30 January 1975

implementing Decision No 48/75 of the EEC-AASM Association Council and Decision No 3/75 of the EEC-ESTAF Association Council on transitional measures to be applied after 31 January 1975

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community;

Having regard to the proposal from the Commission;

Having regard to the Opinion of the European Parliament;

Whereas in accordance with Article 62 (2) of the Convention of Association (2) between the European Economic Community and the African States and Madagascar associated with that Community, the Association Council set up under this Convention has adopted Decision No 48/75 on transitional measures to be applied after 31 January 1975;(3)

Whereas, in accordance with Article 46 of that Convention, it is necessary to take the measures required to implement that Decision;

Whereas, in accordance with Article 36 (2) of the Agreement (2) establishing an Association between the European Economic Community and

(1) OJ No L 26, 31.1.1975.
(2) OJ No L 282, 28.12.1970. English version appears in OJ Special Edition, Second Series, I. External Relations (January 1974).
(3) See page 517 of this volume.

the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya, the Association Council set up under this Agreement has adopted Decision No 3/75 on transitional measures to be applied after 31 January 1975;

Whereas, in accordance with Article 23 of that Agreement, it is necessary to take the measures required to implement that Decision;

Whereas, pursuant to Article 109 of the Act of Accession, the arrangements resulting from the abovementioned Convention and Agreement do not apply in relations between the new Member States and the Associated States; whereas, pursuant to Article 115 of the Act of Accession, the Council, by Decision No 75/88/EEC has extended the arrangements provided for in Articles 109 to 114 and Article 119 of the Act of Accession for the period during which the transitional measures are being implemented,

HAS ADOPTED THIS REGULATION:

Article 1

Decision No 48/75 of the EEC-AASM Association Council on transitional measures to be applied after 31 January 1975, as contained in Annex I, shall apply in relations between the European Economic Community and the Associated African States and Madagascar.

Article 2

Decision No 3/75 of the EEC-ESTAF Association Council on transitional measures to be applied after 31 January 1975, as contained in Annex II, shall apply in relations between the European Economic Community and to the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya.

Article 3

This Regulation shall enter into force on 1 February 1975.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 30 January 1975.

For the Council
The President
G. FITZGERALD

ANNEX II

DECISION OF THE EEC-ESTAF ASSOCIATION COUNCIL

on transitional measures to be applied after 31 January 1975

THE ASSOCIATION COUNCIL,

Having regard to the Association Agreement signed at Arusha on 24 September 1969, and in particular Article 36 (2) thereof,

HAS DECIDED AS FOLLOWS:

Article 1

The following shall remain applicable beyond 31 January 1975:

1. the provisions relating to trade contained in Title I of the Agreement, in Protocol Nos 1 to 5 thereto and in Annexes I, II, III, V and VI;
2. the provisions relating to establishment and services contained in Title II of the Agreement;
3. the provisions relating to payments and capital movements contained in Title III and in Annex VI to the Agreement;
4. the provisions relating to institutions contained in Title IV and in Annex IV to the Agreement;
5. the general and final provisions in Articles 30, 31, 32, 35 (2), 36, 37 and 38 and in Annexes VIII and IX;
6. the Decisions adopted by the Association Council for the purpose of implementing the provisions referred to above.

Article 2

This Decision shall apply until the entry into force of the new provisions relating to the same fields or until 31 July 1975, whichever is the earlier.

Article 3

The Associated States, the Member States and the Community shall, each to the extent to which it is convened, take the measures required for the implementation of this Decision.

Article 4

This decision shall enter into force on 1 February 1975.

Done at Brussels,

The President
of the Association Council

DECISION No 4/75 OF THE EEC-ESTAF ASSOCIATION COUNCIL

extending and amending Decision No 3/75 on transitional measures to be applied after 31 January 1975 (period following 31 July 1975)[1]

REGULATION (EEC) No 1956/75 OF THE COUNCIL of 22 July 1975

concerning the application of Decision No 49/75 of the EEC-AASM Association Council and Decision No 4/75 of the EEC-ESTAF Association Council on transitional measures to be applied after 31 January 1975 (period after 31 July 1975)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community;

Having regard to the Opinion of the Commission;

Whereas in accordance with the second paragraph of Article 62 of the Convention of Association between the European Economic Community and the African States and Madagascar associated with that Community [2] signed at Yaoundé on 29 July 1969, hereinafter called the 'Convention', the Association Council set up under the Convention has adopted Decision No 48/75 on transitional measures to be applied after 31 January 1975;

Whereas Decision No 48/75 expires on 31 July 1975;

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[1] OJ No L 201, 31.7.1975.
[2] OJ No L 282, 28.12.1970. English version appears in OJ Special Edition, Second Series, I. External Relations (January 1974).

Whereas, pending the entry into force of the ACP-EEC Lomé Convention signed on 28 February 1975, the EEC-AASM Association Council has adopted Decision No 49/75 on transitional measures to be applied after 31 January 1975 (period after 31 July 1975); (1)

Whereas, in accordance with Article 46 of the Convention, it is necessary to take the measures required to implement that Decision;

Whereas, in accordance with Article 36 (2) of the Agreement establishing an Association between the European Economic Community and the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya, signed at Arusha on 24 September 1969, hereinafter called the 'Agreement', the Association Council set up under this Agreement has adopted Decision No 3/75 on transitional measures to be applied after 31 January 1975;

Whereas Decision No 3/75 expires on 31 July 1975;

Whereas, pending the entry into force of the ACP-EEC Lomé Convention, the EEC-ESTAF Association Council has adopted Decision No 4/75 on transitional measures to be applied after 31 January 1975 (period after 31 July 1975);

Whereas, in accordance with Article 23 of the Agreement, it is necessary to take the measures required to implement that Decision;

Whereas, pursuant to Article 109 (1) of the Act of Accession, (2) the arrangements resulting from the Convention and from the Agreement do not apply in relations between the new Member States and the States associated with the Community: whereas, pursuant to Article 115 of the Act of Accession, the Council, by Decision No 75/462/EEC, has maintained the arrangements provided for in Articles 109 (1), 114 and 119 (1) of the Act of Accession for the period of validity of the transitional measures,

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(1) See page 523 of this volume.
(2) OJ No L 73, 27.3.1972.

HAS ADOPTED THIS REGULATION:

Article 1

Decision No 49/75 of the EEC-AASM Association Council on transitional measures to be applied after 31 January 1975 (period following 31 July 1975), as contained in Annex I, shall apply in relations between the European Economic Community and the Associated African States and Madagascar.

Article 2

Decision No 4/75 of the EEC-ESTAF Association Council on transitional measures to be applied after 31 January 1975 (period following 31 July 1975), as contained in Annex II, shall apply in relations between the European Economic Community and the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya.

Article 3

This Regulation shall enter into force on 1 August 1975.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 22 July 1975.

For the Council
The President
M. RUMOR

ANNEX II

DECISION No 4/75 OF THE EEC-ESTAF ASSOCIATION COUNCIL

extending and amending Decision No 3/75 on transitional measures to be applied after 31 January 1975 (period following 31 July 1975)

THE ASSOCIATION COUNCIL,

Having regard to the Association Agreement signed at Arusha on 24 September 1969, and in particular Article 36 (2) thereof;

Whereas Association Council Decision No 3/75 on transitional measures to be applied after 31 January 1975 expires on 31 July 1975,

HAS DECIDED AS FOLLOWS:

Article 1

The following shall remain applicable beyond 31 July 1975:

1. the provisions relating to establishment and services contained in Title II of the Agreement;
2. the provisions relating to payments and capital movements contained in Title III and in Annex VI to the Agreement;
3. the provisions relating to institutions contained in Title IV and in Annex IV to the Agreement;
4. the general and final provisions in Articles 30, 32, 35 (2), 36, 37 and 38 and in Annexes VIII and IX to the Agreement;
5. the Decisions adopted by the Association Council for the purpose of implementing the provisions referred to above.

Article 2

This Decision shall apply until the entry into force of new provisions relating to the same fields or until 31 July 1976, whichever is the earlier.

Article 3

The Associated States, the Member States and the Community shall, each to the extent to which it is concerned, take the measures required to implement this Decision.

Article 4

This Decision shall enter into force on 1 August 1975.

Done at Brussels, 16 July 1975.

The President
of the Association Council
M. RUMOR

INFORMATION CONCERNING

Contracting Parties	Date of signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force	Duration
— the AGREEMENT establishing an Association between the European Economic Community and the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya (1) (2)				
EEC and Member States TANZANIA UGANDA KENYA	24.9.1969 (3)	e. 21.12.1970	1.1.1971	until 31.1.1975 (4)
— the INTERNAL AGREEMENT on the measures and procedures required for implementation of the AGREEMENT establishing an Association between the European Economic Community and the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya (1)				
Member States of EEC	24.9.1969	d. 14.12.1970 (5)	1.1.1971	same as Association Agreement (4)

(1) OJ No L 282, 28.12.1970. English version appears in OJ Special Edition, Second Series, I. External Relations (January 1974).
(2) Denmark, Ireland and the United Kingdom, which acceded to the Community on 1.1.1973, have not signed the acts listed in this table.
(3) In Arusha (Tanzania).
(4) Certain provisions of this Agreement were extended by Decision No 3/75 of the EEC-ESTAF Association Council until 31.7.1975 (OJ No L 26, 31.1.1975) and again by Decision No 4/75 of the EEC-ESTAF Association Council until entry into force of new provisions (Lomé Convention) or until 31.7.1976, whichever was the earlier (OJ No L 201, 31.7.1975) (see p. 585 of this Volume).
(5) Deposit of the last instrument of ratification by a Member State of the EEC.

Commodities agreements

FOURTH INTERNATIONAL TIN AGREEMENT[1]

COUNCIL DECISION

of 22 March 1972

on the approval of the Fourth International Tin Agreement

(72/155/EEC)

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 on 14 December 1970 the Council decided that the Community would participate in the International Tin Agreement, in accordance with Article 50 thereof;

Whereas that Agreement was signed on behalf of the European Economic Community on 27 January 1971; whereas it is now desirable to approve it,

HAS DECIDED AS FOLLOWS:

Sole Article

The Fourth International Tin Agreement, the text of which is annexed to this Decision, is hereby approved on behalf of the European Economic Community.

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(1) OJ No L 90, 17.4.1972. English version appears in OJ Special Edition, Second Series, I. External Relations (January 1974).

The President of the Council is hereby authorized to designate the person to deposit the instrument of approval.

Done at Brussels, 22 March 1972.

For the Council
The President
G. THORN

FOURTH INTERNATIONAL TIN AGREEMENT

PREAMBLE

THE CONTRACTING GOVERNMENTS,

recognizing:

(a) That commodity agreements, by helping to secure stabilization of prices and steady development of export earnings and of primary commodity markets, can significantly assist economic growth, especially in developing producing countries;

(b) The value of continued cooperation between producing and consuming countries, within the framework of the basic principles and objectives of the United Nations Conference on Trade and Development by means of an international commodity agreement, to help to resolve problems relevant to tin;

(c) The exceptional importance of tin to numerous countries whose economy is heavily dependent upon favourable and equitable conditions for its production, consumption or trade;

(d) The need to protect and foster the health and growth of the tin industry, especially in the developing producing countries, and so to ensure adequate supplies of tin to safeguard the interests of consumers in the importing countries;

(e) The importance to tin-producing countries of maintaining and expanding their import purchasing power; and

(f) The desirability of achieving the expansion of tin consumption in both developing and industrialized countries;

HAVE AGREED AS FOLLOWS:

Chapter I

OBJECTIVES

Article 1

OBJECTIVES

The objectives of this Agreement are:

(a) To provide for adjustment between world production and consumption of tin and to alleviate serious difficulties arising from surplus or shortage of tin;

(b) To prevent excessive fluctuations in the price of tin and in export earnings from tin;

(c) To make arrangements which will help to increase the export earnings from tin, especially those of the developing producing countries, thereby helping to provide such countries with resources for accelerated economic growth and social development, while at the same time taking into account the interests of consumers in importing countries;

(d) To ensure conditions which will help to achieve a dynamic and rising rate of production of tin on the basis of a remunerative return to producers, which will help to secure an adequate supply at prices fair to consumers and to provide a long-term equilibrium between production and consumption;

(e) To prevent widespread unemployment or under-employment and other serious difficulties which may result from maladjustments between the supply of and the demand for tin;

(f) In the event of a shortage of supplies of tin occurring or being expected to occur, to take steps to secure an increase in the production of tin and a fair distribution of tin metal in order to mitigate serious difficulties which consuming countries might encounter;

(g) In the event of a surplus of supplies of tin occurring or being expected to occur, to take steps to mitigate serious difficulties which producing countries might encounter;

(h) To review disposals of non-commercial stocks of tin by Governments and to take steps which would avoid any uncertainties and difficulties which might arise;

(i) To keep under review the need for the development and exploitation of new deposits of tin and for the promotion, through, *inter alia*, the technical and financial assistance resources of the United Nations and other organizations within the United Nations system,

of the most efficient methods of mining, concentration and smelting of tin ores; and

(j) To continue the work of the International Tin Council under the First, Second and Third International Tin Agreements.

Chapter II

DEFINITIONS

Article 2

DEFINITIONS

For the purposes of this Agreement:

Tin means tin metal, any other refined tin or the tin content of concentrates or tin ore which has been extracted from its natural occurrence. For the purposes of this definition, 'ore' shall be deemed to exclude

(a) material which has been extracted from the ore body for a purpose other than that of being dressed and

(b) material which is discarded in the process of dressing.

Tin metal means refined tin of good merchantable quality assaying not less than 99.75%.

Buffer stock means the buffer stock established and operated in accordance with the provisions of Chapter VIII of this Agreement.

Tin metal held means the metal holding of the buffer stock, including metal which has been bought for the buffer stock but not yet received, and excluding metal which has been sold from the buffer stock but not yet delivered, by the Manager of the buffer stock.

Ton means a metric ton, i.e. 1 000 kilograms.

Net exports means the amount exported in the circumstances set out in Part One of Annex C to this Agreement less the amount imported as determined in accordance with Part Two of the same Annex.

Participating country means a country whose Government has ratified, approved or accepted this Agreement, or given notification of intention to ratify, approve or accept it, or acceded to it, or any territory or territories whose separate participation has taken effect under Article 49, or, as the context may require, the Government of such country or of such territory or territories themselves.

Producing country means a participating country which the Council has declared, with the consent of that country, to be a producing country.

Consuming country means a participating country which the Council has declared, with the consent of that country, to be a consuming country.

Contributing country means a participating country which has contributions in the buffer stock.

Simple majority means a majority of the votes cast by participating countries counted together.

Simple distributed majority means a majority of the votes cast by producing countries and a majority of the votes cast by consuming countries, counted separately.

Two-thirds distributed majority means a two-thirds majority of the votes cast by producing countries and a two-thirds majority of the votes cast by consuming countries, counted separately.

Entry into force means, except when qualified, the initial entry into force of this Agreement, whether such entry into force is provisional in accordance with Article 47 or definitive in accordance with Article 46.

Control period means a period which has been so declared by the Council and for which a total permissible export tonnage has been fixed.

Quarter means a calendar quarter beginning on 1 January, 1 April, 1 July or 1 October.

Financial year means a period of one year beginning on 1 July and ending on 30 June of the next year.

Chapter III

MEMBERSHIP IN THE COUNCIL

Article 3

PARTICIPATION IN THE COUNCIL

Each Contracting Government shall constitute a single member of the Council, except as otherwise provided in Article 49.

Article 4

CATEGORIES OF PARTICIPANTS

(a) Each member of the Council shall be declared by the Council, with the consent of the country concerned, to be a producing or a consuming country, as soon as possible after receipt by the Council of notice from the depositary Government that such member has deposited its instrument of ratification, approval, acceptance or accession under Article 45 or 48, or notification of intention to ratify, approve or accept this Agreement under Article 47.

(b) The membership of producing countries and consuming countries shall be based respectively on their domestic mine production and their consumption of tin metal provided that:

  (i) The membership of a producing country which is a substantial consumer of tin metal derived from its own domestic mine production shall with the consent of the country be based on its exports of tin;

  (ii) The membership of a consuming country which produces from its own domestic mines a substantial proportion of the tin it consumes shall with the consent of the country be based on its imports of tin.

(c) In its instrument of ratification, approval, acceptance or accession or in its notification of intention to ratify, approve or accept this Agreement, each Contracting Government may state the category of participating countries to which it considers that it should belong.

(d) At the first meeting of the Council after the entry into force of the Agreement, the Council shall take the decisions necessary for the application of this Article by a majority of votes cast by the participating countries listed in Annex A and by a majority of votes cast by the participating countries listed in Annex B, the votes being counted separately and voting rights being in conformity with Annexes A and B to this Agreement.

Article 5

CHANGE OF CATEGORY

(a) Where the position of a participating country has changed from that of a consuming to that of a producing country, or vice versa, the Council shall, on the request of that country or on its own initiative with the country's consent, consider the new position and determine the tonnages or percentages applicable.

(b) The Council shall determine the date when the tonnages and/or percentages, as the case shall require, which it has arrived at under paragraph (a) of this Article shall come into effect.

(c) From the date of coming into effect determined by the Council under paragraph (b) the Contracting Government concerned shall cease to hold any of the rights and privileges in, or to be bound by any of the obligations under, this Agreement which pertain to countries in its previous category and shall acquire all the rights and privileges in, and shall be bound by all of the obligations under, this Agreement which pertain to countries in its new category:

Provided that:

(i) If the change of category is from a producing country to a consuming country, the country which has changed shall nevertheless retain its rights to the refund at the termination of this Agreement of its share in the liquidation of the buffer stock in accordance with Articles 30, 31 and 32; and

(ii) If the change of category is from a consuming country to a producing country, the conditions laid down by the Council for the country which has changed shall be equitable as between the country and the other producing countries already participating in the Agreement.

Chapter IV

ORGANIZATION AND ADMINISTRATION

Article 6

THE INTERNATIONAL TIN COUNCIL

(a) The International Tin Council (hereinafter called the Council), established by the previous International Tin Agreements, shall continue in being for the purpose of administering the Fourth International Tin Agreement, with the membership, powers and functions provided for in this Agreement.

(b) The seat of the Council shall be in London, unless the Council decides otherwise.

Article 7

COMPOSITION OF THE INTERNATIONAL TIN COUNCIL

(a) The Council shall be composed of all the participating countries.

(b) (i) Each participating country shall be represented in the Council by one delegate. Each country may designate alternates and advisers to attend sessions of the Council.

(ii) An alternate delegate shall be empowered to act and vote on behalf of the delegate during the latter's absence or in other special circumstances.

Article 8

POWERS AND FUNCTIONS OF THE COUNCIL

The Council:

(a) Shall have such powers and perform such duties as may be necessary for the administration and operation of this Agreement;

(b) Shall establish its own rules of procedure;

(c) Shall receive from the Executive Chairman, whenever it may request, such information with regard to the holdings and operations of the buffer stock as it considers necessary to fulfil its functions under this Agreement;

(d) May request participating countries to furnish any necessary data concerning production, consumption, international trade and stocks and any other information necessary for the satisfactory administration of this Agreement not inconsistent with the national security provisions as laid down in Article 41, and the countries shall furnish to the fullest extent possible the information so requested;

(e) Shall, at least once in every quarter, estimate the probable production and consumption of tin during the following quarter, and it may consider the influence of such other factors as are relevant to the total statistical tin position for that period;

(f) Shall make arrangements for the continuing study of the short-term and long-term problems of the world tin industry; to this effect it shall undertake or promote such studies on problems of the tin industry as it deems appropriate;

(g) Shall keep itself informed of new uses of tin and the development of substitute products which might replace tin in its traditional uses;

(h) Shall encourage wider participation in organizations devoted to research aimed at promoting the consumption of tin;

(i) Has the power to borrow for the purposes of the Administrative Account established under Article 15;

(j) (i) Shall publish after the end of each financial year a report of its activities for that year;

(ii) Shall publish after the end of each quarter (but not earlier than three months after the end of that quarter, in the absence of a contrary decision by the Council) a statement showing the tonnage of tin metal held at the end of that quarter;

(k) May appoint such committees as it considers necessary to assist it in the performance of its functions, and may draw up their terms of reference; these committees may, unless the Council otherwise decides, establish their own rules of procedure;

(l) (i) May at any time, by a two-thirds distributed majority, delegate to any committee any power which the Council may exercise by a simple distributed majority, other than those relating to:

— assessment of contributions under Article 16,

— floor and ceiling prices under Articles 19 and 20,

— assessment of export control under Article 33,

— action in the event of a tin shortage under Article 37;

(ii) Shall, by a two-thirds distributed majority, fix the membership and terms of reference of any such committee;

(iii) May by a simple majority revoke at any time any delegation of powers to any such committee or the appointment of any such committee;

(m) Shall make whatever arrangements are appropriate for consultation and cooperation with:

(i) The United Nations, its appropriate organs (particularly the United Nations Conference on Trade and Development), the specialized agencies, other organizations within the United Nations system and appropriate intergovernmental organizations; and

(ii) Non-participating countries which are Members of the United Nations or of its specialized agencies or which were parties to the previous International Tin Agreements.

Article 9

EXECUTIVE CHAIRMAN AND VICE-CHAIRMAN OF THE COUNCIL

(a) The Council shall, by a two-thirds distributed majority and by ballot, appoint an independent Executive Chairman, who may be a national of one of the participating countries. The appointment of the Executive Chairman shall be considered at the first session of the Council after the entry into force of this Agreement.

(b) The Executive Chairman shall not have been actively engaged in the tin industry or in the tin trade during the five years preceding

his appointment and shall comply with the conditions set out in Article 13.

(c) The Executive Chairman shall hold office for such period and on such other terms and conditions as the Council may determine.

(d) The Executive Chairman shall preside over meetings of the Council; he shall have no vote.

(e) The Council shall elect annually a first Vice-Chairman and a second Vice-Chairman, chosen alternately each financial year from among the delegates of the producing countries and the delegates of the consuming countries.

(f) If the Executive Chairman is temporarily absent, he shall be replaced by the first Vice-Chairman, or if necessary by the second Vice-Chairman, who shall only have the duty to preside over meetings unless the Council decides otherwise. If the Executive Chairman resigns or is permanently unable to perform his duties, the Council shall appoint a new Executive Chairman.

(g) When a Vice-Chairman performs the duties of the Executive Chairman he shall have no vote; the right to vote of the country he represents may be exercised in accordance with the provisions of paragraphs (b) (ii) of Article 7 and (c) of Article 12.

Article 10

SESSIONS OF THE COUNCIL

(a) The Council shall hold at least four sessions a year.

(b) The depositary Government shall call the first meeting of the Council under this Agreement in London. This meeting shall begin within eight days after entry into force of the Agreement.

(c) Meetings shall be convened, at the request of any participating country or as may be required by the provisions of this Agreement, by the Executive Chairman or, after consultation with the first Vice-Chairman, and on his behalf, by the Secretary in the event of the incapacity of the Executive Chairman. Meetings may also be convened by the Executive Chairman at his discretion.

(d) Meetings shall, unless otherwise decided by the Council, be held at the seat of the Council. Except in the case of meetings convened under Article 29, at least seven days' notice of each meeting shall be given.

(e) Delegates holding two-thirds of the total votes of all producing countries and two-thirds of the total votes of all consuming countries shall together constitute a quorum at any meeting of the Council. If for any session of the Council, there is not a quorum as defined above, a further session shall be convened after not less than seven days, at which delegates holding more than 1 000 votes shall together constitute a quorum.

Article 11

VOTES

(a) The producing countries shall together hold 1 000 votes which shall be distributed among them so that each producing country receives five initial votes and, in addition, a proportion as nearly as possible equal to the proportion which the percentage of that country as listed in Annex A or as published from time to time in accordance with paragraph (q) of Article 33 bears to the total of the percentages of all producing countries.

(b) The consuming countries shall together hold 1 000 votes, which shall be distributed among them so that each consuming country receives five initial votes and, in addition, a proportion as nearly as possible equal to the proportion which the tonnage of that country as listed in Annex B bears to the total of the tonnages of all consuming countries:

Provided that:

(i) If there are more than thirty consuming countries, the initial vote for each consuming country shall be the highest whole number consistent with the requirement that the total of all initial votes for all consuming countries shall not exceed 150;

(ii) If any country not listed in Annex B ratifies, approves, accepts, gives notification of intention to ratify, approve or accept, or accedes to, this Agreement as a consuming country, or has changed its category from that of a producing country to that of a consuming country in accordance with Article 5 of this

Agreement, the Council shall determine and publish a tonnage for that country; this tonnage shall take effect upon the date decided by the Council for the purposes of this Article as if it were one of the tonnages listed in Annex B;

(iii) The Council may at its first session revise Annex B and shall publish the revised Annex, which shall be effective for the purpose of this Article forthwith; and

(iv) Subsequently, at meetings to be held during the second quarter of each calendar year the Council shall review the figures of the consumption of tin of each consuming country for each of the three preceding calendar years and shall publish revised tonnages for each consuming country on the basis of the averages of such figures of consumption, which tonnages shall take effect on 1 July next following for the purposes of this Article as if they were the tonnages listed in Annex B.

(c) Where, by reason of the failure of one or more of the countries listed in Annex A or Annex B to ratify, approve or accept, or give notification of intention to ratify, approve or accept this Agreement, or by reason of the operation of the provisions of this Agreement, or by reason of a change in the category of a participating country, the total of the votes of the consuming countries or of the producing countries becomes less than 1 000, the balance of votes shall be distributed among other consuming or producing countries, as the case may be, as nearly in proportion to the votes they already hold, less in each case the initial votes, as is consistent with there being no fractional votes.

(d) No participating country shall have more than 450 votes.

(e) There shall be no fractional votes.

Article 12

VOTING PROCEDURE OF THE COUNCIL

(a) Each member of the Council shall be entitled to cast the number of votes it holds in the Council. When voting, a delegate shall not divide his votes. When abstaining, a delegate shall be deemed not to have cast his votes.

(b) Decisions of the Council shall, except when otherwise provided, be taken by a simple distributed majority.

(c) Any participating country may, in a form satisfactory to the Council, authorize any other participating country to represent its interests and to exercise its voting rights at any meeting of the Council.

Article 13

THE STAFF OF THE COUNCIL

(a) The Executive Chairman appointed under Article 9 shall be responsible to the Council for the administration and operation of this Agreement in accordance with the decisions of the Council.

(b) The Executive Chairman shall also be responsible for the administration of the secretariat services and staff at the Council's seat.

(c) The Council shall appoint a Secretary of the Council and a Manager of the Buffer Stock (hereinafter called the Manager) and shall determine the terms and conditions of service of those two officers.

(d) The Council shall give instructions to the Executive Chairman as to the manner in which the Manager is to carry out the duties laid down in this Agreement as well as such additional duties as the Council may determine.

(e) The Executive Chairman shall be assisted by the staff considered necessary by the Council. All staff, including the Secretary of the Council and the Manager, shall be responsible to the Executive Chairman. The method of appointment and the conditions of employment of the staff shall be approved by the Council.

(f) The Executive Chairman and the staff of the Council may not hold, or shall cease to hold, any financial interest in the tin industry or in the tin trade; they shall not seek or receive instructions regarding their work or their duties from any Government or person or authority other than the Council or a person acting on behalf of the Council under the terms of this Agreement.

(g) No information concerning the operation or administration of this Agreement shall be revealed by the Executive Chairman, the Manager or other staff of the Council, except as may be authorized by the Council or as is necessary for the proper discharge of their duties under this Agreement.

Chapter V

PRIVILEGES AND IMMUNITIES

Article 14

PRIVILEGES AND IMMUNITIES

(a) The Council shall be accorded in each participating country such currency exchange facilities as may be necessary for the discharge of its functions under this Agreement.

(b) The Council shall have legal personality. It shall in particular have the capacity to contract, acquire and dispose of movable and immovable property and to institute legal proceedings.

(c) The Council shall have in each participating country, to the extent consistent with its law, such exemption from taxation on the assets, income and other property of the Council as may be necessary for the discharge of its functions under this Agreement.

(d) The member in whose territory the headquarters of the Council is situated (hereinafter referred to as the host member) shall, as soon as possible after the entry into force of the Agreement, conclude with the Council an agreement to be approved by the Council relating to the status, privileges and immunities of the Council, of its Executive Chairman, its staff and experts and of representatives of members while in the territory of the host member for the purpose of exercising their functions.

(e) The agreement envisaged in paragraph (d) of this Article shall be independent of this Agreement and shall prescribe the conditions for its own termination.

(f) The host member shall grant exemption from taxation on remuneration paid by the Council to its employees other than those employees who are its nationals.

Chapter VI

FINANCE

Article 15

FINANCE

(a) (i) There shall be kept two accounts — the Administrative Account and the Buffer Stock Account — for the administration and operation of this Agreement.

(ii) The administrative expenses of the Council, including the remuneration of the Executive Chairman, the Secretary, the Manager and the staff, shall be brought into the Administrative Account.

(iii) Any expenditure which is solely attributable to buffer stock transactions or operations, including expenses for borrowing arrangements, storage, commission and insurance, shall be borne by the buffer stock contributions payable by contributing countries under this Agreement and shall be brought by the Manager into the Buffer Stock Account. The liability on the Buffer Stock Account for any other type of expenditure shall be decided by the Executive Chairman.

(b) The Council shall not be responsible for the expenses of delegates to the Council or the expenses of their alternates and advisers.

Article 16

THE ADMINISTRATIVE ACCOUNT

(a) The Council shall at its first session after the entry into force of this Agreement approve the budget of contributions and expenditure on the Administrative Account for the period between the date of entry into force of the Agreement and the end of the financial year. Thereafter it shall approve a similar annual budget for each financial

year. If at any time during any financial year, because of unforeseen circumstances which have arisen or are likely to arise, the balance remaining in the Administrative Account is likely to be inadequate to meet the administrative expenses of the Council, the Council may approve a necessary supplementary budget for the remainder of that financial year.

(b) Upon the basis of such budgets the Council shall assess in sterling the contribution to the Administrative Account of each participating country, which shall be liable to pay its full contribution to the Council upon notice of assessment. Each participating country shall pay in respect of each vote which it holds in the Council upon the day of assessment one two-thousandth of the total amount required, provided that no country shall contribute less than £200 sterling in any financial year.

Article 17

PAYMENT OF CASH CONTRIBUTIONS

(a) Cash payments to the Administrative Account by participating countries under Articles 16 and 53, cash payments to the Buffer Stock Account by contributing countries under Articles 21, 22 and 23, cash payments from the Administrative Account to participating countries under Article 53 and cash payments from the Buffer Stock Account to contributing countries under Articles 21, 22, 23, 31 and 32 shall be made in sterling or, at the option of the country concerned, in any currency which is freely convertible into sterling on the London foreign exchange market.

(b) Any participating country which fails to pay its contribution on the Administrative Account within six months of the date of notice of assessment may be deprived by the Council of its right to vote. If such a country fails to pay its contribution within twelve months of the date of notice of assessment, the Council may deprive it of any other rights under this Agreement, provided that the Council shall, on receipt of any such outstanding contribution, restore to the country concerned the rights of which it has been deprived under this paragraph.

Article 18

AUDIT AND PUBLICATION OF ACCOUNTS

The Council shall as soon as possible after the end of each financial year publish the independently audited Administrative and Buffer Stock Accounts, provided that such Buffer Stock Accounts shall not be published earlier than three months after the end of the financial year to which they relate.

Chapter VII

FLOOR AND CEILING PRICES

Article 19

FLOOR AND CEILING PRICES

(a) For the purposes of this Agreement there shall be floor and ceiling prices for tin metal.

(b) The initial floor and ceiling prices shall be those which were in force under the Third Agreement at the date of the termination of that Agreement.

(c) The range between the floor and ceiling prices shall be divided into three sectors. The Council may at any meeting decide the extent of each or any of these sectors.

(d) (i) The Council shall at its first session after the entry into force of this Agreement and from time to time thereafter or in accordance with the provisions of Article 29 consider whether the floor and ceiling prices are appropriate for the attainment of the objectives of this Agreement and may revise either or both of them.

(ii) In so doing, the Council shall take into account the short-term developments and medium-term trends of tin production and consumption, the existing capacity for mine production, the adequacy of the current price to maintain sufficient future mine production capacity and other relevant factors.

(e) The Council shall publish as soon as possible any revised floor and ceiling price, including any provisional or revised price determined under Article 29 and any revised division of the range.

Chapter VIII
THE BUFFER STOCK

Article 20
ESTABLISHMENT OF THE BUFFER STOCK

(a) A buffer stock shall be established.

(b) (i) Contributions to the buffer stock shall be made by producing countries in accordance with the provisions of Article 21.

(ii) Any country invited to the United Nations Tin Conference, 1970, may also make a voluntary contribution to the buffer stock in accordance with Article 22.

(c) For the purposes of this Article any part of a contribution made in cash shall be deemed to be equivalent to the quantity of tin metal which could have been purchased at the floor price in effect on the date of entry into force of this Agreement.

Article 21
COMPULSORY CONTRIBUTIONS

(a) (i) Producing countries shall make contributions to the buffer stock amounting in the aggregate to the equivalent of 20 000 tons of tin metal.

(ii) The equivalent of 7 500 tons of this aggregate contribution in sub-paragraph (i) shall be due on the entry into force of the Agreement and, subject to the provisions of sub-paragraph (iii), shall be made on the date of the first meeting of the Council under this Agreement.

(iii) The Council shall decide what portions of the contributions to be made under sub-paragraphs (i) or (ii) shall become due in cash or in tin metal. The producing countries shall make the payment of the cash portion on the date determined by the Council and the payment of the portion in tin metal not later than three months from the date of such decision.

(iv) At any time the Council may determine by which date or dates and in what instalments the whole or part of the balances of the aggregate contribution shall be made. However, the Council may authorize the Executive Chairman to request payment of instalments of these balances at not less than fourteen days' notice.

(v) If at any time the Council holds cash assets in the Buffer Stock Account in excess of the contributions made under sub-paragraph (ii) and of any voluntary contribution made under Article 22 the Council may authorize refunds out of such excess to the producing countries in proportion to the contributions they have made under this article. The balances referred to as due under sub-paragraph (iv) shall be increased by the amount of such refunds. At the request of a producing country, the refund to which it is entitled may be retained in the buffer stock.

(b) Contributions due in accordance with paragraph (a) of this Article may, with the consent of the contributing country concerned, be made by transfer from the buffer stock held under the Third Agreement.

(c) The contributions referred to in paragraph (a) of this Article shall be apportioned among the producing countries according to the percentages in Annex A, as reviewed and re-determined at the first session of the Council in accordance with paragraph (m) of Article 33.

(d) (i) If on or after the entry into force of this Agreement a country listed in Annex A ratifies, approves or accepts, or gives notification of intention to ratify, approve or accept, or accedes to, this Agreement, or if a consuming country has changed its category to that of a producing country in accordance with Article 5, the contribution of that country shall be determined by the Council with reference to its percentage in Annex A.

(ii) Contributions determined under sub-paragraph (i) shall be made on the date of the deposit of the instrument or on the date determined by the Council under paragraph (b) of Article 5.

(iii) The Council may direct refunds, not exceeding in the aggregate the amount of any contribution received under sub-paragraph (i), to be made to the other producing countries or consuming countries. If the Council decides that such refunds or parts of such refunds are to be made in tin metal, it may attach to these refunds such conditions as it deems necessary. At the request of a producing country, the refund to which it is entitled may be retained in the buffer stock.

(e) (i) A producing country which for the purpose of making a contribution under this Article wishes to export tin from stocks lying within that country may apply to the Council to be permitted to export the tonnage so desired in addition to its permissible export tonnage, if any, determined under Article 33.

(ii) The Council shall consider any such application and may approve it subject to such conditions as it deems necessary. Subject to these conditions being satisfied and to the furnishing of such evidence as the Council may require to identify the metal or concentrates exported with the tin metal delivered to the buffer stock, paragraphs (n), (o) and (p) of Article 33 shall not apply to such exports.

(f) Contributions in tin metal may be accepted by the Manager in warehouses officially approved by the London Metal Exchange or at such other place or places as are determined by the Council. The brands of tin so delivered shall be brands registered with and recognized by the London Metal Exchange.

Article 22

VOLUNTARY CONTRIBUTIONS

(a) Any country invited to the United Nations Tin Conference, 1970, may, with the consent of the Council and upon conditions which shall include conditions as to refund, make voluntary contributions to the buffer stock in cash or in tin metal or in both. Such voluntary contributions shall be additional to the contributions shown in paragraph (a) of Article 21.

(b) The Executive Chairman shall notify the participating countries and any non-participating country which has made a contribution

under paragraph (a) of this Article of the receipt of any such voluntary contribution.

(c) Notwithstanding the conditions which shall have been imposed under paragraph (a) of this Article, the Council may refund to any country which has made a voluntary contribution to the buffer stock under paragraph (a) of this Article the whole or any part of such contribution. If such refund or part of such refund is made in tin metal the Council may attach to this refund the conditions which it deems necessary.

Article 23

PENALTIES

(a) The Council shall determine penalties to be applied to countries which fail to meet their obligations under paragraph (a) (iv) of Article 21.

(b) If a producing country does not fulfil its obligations under Article 21 the Council may deprive it of any or all of its rights and privileges under this Agreement and may also require the remaining producing countries to make good the deficit in cash or in tin metal or in both.

(c) If a part of the deficit is to be made good in tin metal, the producing countries which are making good that deficit shall be permitted to export the amounts required of them in addition to any permissible export amounts that may have been determined under Article 33. Subject to the furnishing of such evidence as the Council may require to identify the metal or concentrates exported with the tin metal delivered to the buffer stock, paragraphs (n), (o) and (p) of Article 33 shall not apply to such exports.

(d) The Council may at any time and on such conditions as it may determine:

(i) Declare that the default has been remedied;

(ii) Restore the rights and privileges of the country concerned; and

(iii) Refund the additional contributions made by the other producing countries under paragraph (b) of this Article together with interest at a rate which shall be determined by the Council,

taking into account prevailing international interest rates, provided that, in respect of that part of the additional contribution which has been made in tin metal, such interest shall be calculated on the basis of the cash equivalent at the settlement price for tin metal on the London Metal Exchange on the date of the decision of the Council under paragraph (b) of this Article. If such refunds or parts of such refunds are made in tin metal the Council may attach to these refunds the conditions which it deems necessary.

Article 24

BORROWING FOR THE BUFFER STOCK

(a) The Council may borrow for the purposes of the buffer stock and upon the security of tin warrants held by the buffer stock such sum or sums as it deems necessary provided that the maximum amount of such borrowing and the terms and conditions thereof shall have been approved by the majority of the votes cast by consuming countries and all the votes cast by producing countries.

(b) The Council may by a two-thirds distributed majority make any other arrangements it thinks fit for borrowing for the purposes of the buffer stock.

(c) No obligation shall be laid upon any participating country under this Article without the consent of that country.

Article 25

OPERATION OF THE BUFFER STOCK

(a) The Manager shall, in conformity with Article 13 and within the provisions of the Agreement and the framework of instructions of the Council be responsible to the Executive Chairman for the operation of the buffer stock.

(b) For the purposes of this Article, the market price of tin shall be the price of cash tin on the London Metal Exchange or such other price or prices as the Council may from time to time determine.

(c) If the market price of tin:

(i) Is equal to or greater than the ceiling price the Manager shall, unless otherwise instructed by the Council, if he has tin at his disposal and subject to Articles 26 and 27, offer tin for sale on the London Metal Exchange at the market price, until the market price of tin falls below the ceiling price or the tin at his disposal is exhausted;

(ii) Is in the upper sector of the range between the floor and ceiling prices, the Manager may operate on the London Metal Exchange at the market price if he considers it necessary to prevent the market price from rising too steeply, provided he is a net seller of tin;

(iii) Is in the middle sector of the range between the floor and ceiling prices, the Manager may buy and/or sell tin only on special authorization by the Council;

(iv) Is in the lower sector of the range between the floor and ceiling prices, the Manager may operate on the London Metal Exchange at the market price if he considers it necessary to prevent the market price from falling too steeply, provided he is a net buyer of tin;

(v) Is equal to or less than the floor price, the Manager shall, unless otherwise instructed by the Council, if he has funds at his disposal and subject to Articles 26 and 27, offer to buy tin on the London Metal Exchange at the floor price until the market price of tin is above the floor price or the funds at his disposal are exhausted.

(d) When under the provisions of paragraph (c) of this Article the Manager may buy (or sell, as the case may be) tin on the London Metal Exchange he may buy (or sell, as the case may be) tin on any other established market for tin, provided that he may not engage in forward transactions unless these will be completed before the termination of this Agreement.

Article 26

RESTRICTION OR SUSPENSION OF BUFFER STOCK OPERATIONS:

ACTION BY THE COUNCIL

(a) Notwithstanding the provisions of sub-paragraphs (ii) and (iv) of paragraph (c) of Article 25, the Council may restrict or suspend forward transactions of tin when the Council considers it necessary to achieve the purposes of this Agreement.

(b) Notwithstanding the provisions of sub-paragraphs (i) and (v) of paragraph (c) of Article 25, the Council, if in session, may restrict or suspend the operations of the buffer stock if, in its opinion, the discharge of the obligations laid upon the Manager by those sub-paragraphs will not achieve the purposes of this Agreement.

(c) The Council may confirm any restriction or suspension under paragraph (a) of Article 27 or, where a restriction or suspension has been revoked by the Executive Chairman under paragraph (b) of Article 27, may restore such restriction or suspension. If the Council does not come to a decision, buffer stock operations shall be resumed or continue without restriction, as the case may be.

(d) So long as any restriction or suspension of the operations of the buffer stock determined in accordance with this Article or Article 27 remains in force, the Council shall review this decision at intervals of not longer than six weeks. If at a meeting to make such a review the Council does not come to a decision in favour of the continuation of the restriction or suspension, buffer stock operations shall be resumed.

Article 27

RESTRICTION OR SUSPENSION OF BUFFER STOCK OPERATIONS:

ACTION BY THE EXECUTIVE CHAIRMAN

(a) At such times as the Council is not in session, the power to restrict or suspend operations under paragraph (b) of Article 26 shall be vested in the Executive Chairman.

(b) The Executive Chairman may at any time revoke a restriction or suspension which he has decided by virtue of the power vested in him under paragraph (a) of this Article.

(c) Immediately after a decision by the Executive Chairman to restrict or suspend the operations of the buffer stock under the powers vested in him under paragraph (a) of this Article, he shall convene a meeting of the Council to review such decision. Such meeting shall be held within fourteen days after the date of the restriction or suspension.

Article 28

OTHER OPERATIONS OF THE BUFFER STOCK

(a) The Council may, under given circumstances, authorize the Manager to buy tin from, or sell tin to or for the account of a governmental non-commercial stock in accordance with the provisions of Article 40. The provisions of paragraph (c) of Article 25 shall not apply to tin metal for which such authorization has been given.

(b) Notwithstanding the provisions of Articles 25, 26 and 27 the Council may authorize the Manager, if his funds are inadequate to meet his operational expenses, to sell sufficient quantities of tin at the current price to meet expenses.

Article 29

THE BUFFER STOCK AND CHANGES IN EXCHANGE RATES

(a) The Executive Chairman may convene, or any participating country may request him to convene, a meeting of the Council immediately to review the floor and ceiling prices if the Executive Chairman or the participating country, as the case may be, considers that changes in exchange rates make such a review necessary. Meetings can be convened under this paragraph by less than seven days' notice.

(b) In the circumstances set forth in paragraph (a) of this Article, the Executive Chairman may, pending the meeting of the Council referred to in that paragraph, provisionally restrict or suspend the operations of the buffer stock if such a restriction or suspension is in his opinion necessary to prevent buying or selling of tin by the Manager to an extent likely to prejudice the purposes of this Agreement.

(c) The Council may restrict or suspend or confirm the restriction or suspension of buffer stock operations under this Article. If the Council does not come to a decision, buffer stock operations, if provisionally restricted or suspended, shall be resumed.

(d) Within thirty days of its decision to restrict or suspend or to confirm the restriction or suspension of buffer stock operations under this Article, the Council shall consider the determination of provisional floor and ceiling prices and may determine these prices.

(e) Within ninety days from the establishment of provisional floor and ceiling prices, the Council shall review these prices and may determine new floor and ceiling prices.

(f) If the Council does not determine provisional floor and ceiling prices in accordance with paragraph (d) of this Article, it may at any subsequent meeting determine what the floor and ceiling prices shall be.

(g) Buffer stock operations shall be resumed on the basis of such floor and ceiling prices as are determined in accordance with paragraphs (d), (e) or (f) of this Article, as the case may be.

Article 30

LIQUIDATION OF THE BUFFER STOCK ON THE TERMINATION OF THE AGREEMENT

(a) When fixing the total permissible export tonnage for any control period in accordance with the provisions of Article 33, the Council shall, in the light of consideration given to the renewal of the Agreement under paragraph (c) of Article 53, decide whether there is

need to reduce the tonnage of tin metal currently held in the buffer stock. In such case, the total permissible export tonnage may be fixed at such figure, lower than the figure which the Council would otherwise have fixed as the total permissible export tonnage for that period, as the Council may decide.

(b) Within the framework of instructions of the Council, the Manager may sell from the buffer stock at any price, being the current market price but not less than the floor price, the quantities of tin metal by which the Council has reduced the total permissible export tonnages in accordance with the provisions of paragraph (a) of this Article.

(c) On the termination of this Agreement all buffer stock operations under Articles 25, 26, 27, 28, 29 or paragraph (b) of this Article shall cease. The Manager shall therafter make no further purchase of tin metal and may sell tin metal only as authorized by paragraph (a) of Article 31 and paragraph (c) of Article 32 or by the Council under paragraph (d) of this Article.

(d) Unless the Council from time to time substitutes other arrangements for those contained in Articles 31 and 32, the Manager shall, in connection with the liquidation of the buffer stock, take the steps set out in Articles 31 and 32 and Annex H.

Article 31

LIQUIDATION PROCEDURE

(a) As soon as possible after the termination of this Agreement, the Manager shall make an estimate of the total expenses of liquidation of the buffer stock in accordance with the provisions of this Article and shall set aside from the balance remaining in the Buffer Stock Account a sum which is in his opinion sufficient to meet such expenses. Should the balance remaining in the Buffer Stock Account be inadequate to meet such expenses, the Manager shall sell a sufficient quantity of tin metal to provide the additional sum required.

(b) Subject to and in accordance with the terms of this Agreement, the share of each contributing country in the buffer stock shall be refunded to that country.

(c) (i) The share of each contributing country shall be ascertained in accordance with Annex H.

(ii) Upon the request of all contributing countries, the Council shall revise Annex H.

Article 32

ALLOCATION AND PAYMENT OF PROCEEDS OF LIQUIDATION

(a) Subject to the provisions of paragraph (a) of Article 31 the share of each contributing country in the cash and tin metal available for distribution in accordance with Annex H shall be allocated to it, provided that if any contributing country has forfeited the whole or part of its rights to participate in the proceeds of the liquidation of the buffer stock by virtue of Articles 17, 23, 33, 42, 43 or 52, it shall to that extent be excluded from the refund of its share and the resulting residue shall be apportioned between the other contributing countries in the manner laid down in clause (iv) of Annex H for the apportionment of a deficit.

(b) The ratio of tin metal to cash allocated to each contributing country under the provisions of paragraphs (b) and (c) of Article 31 and (a) of this Article shall be the same.

(c) Each contributing country shall be repaid the cash allocated to it as the result of the procedure set out in Annex H. To this effect, either:

(i) The tin metal so allocated to each contributing country may be transferred in such instalments and over such period as the Council may deem appropriate, but in any case not exceeding twenty-four months; or

(ii) At the option of any contributing country any such instalment may be sold and the net proceeds of such sale paid to that country.

(d) When all the tin metal has been disposed of in accordance with paragraph (c) of this Article, the Manager shall distribute among contributing countries any balance remaining of the sum set aside under paragraph (a) of Article 31 in the proportions allocated to each country in accordance with paragraph (c) of Article 31 and Annex H.

Chapter IX

EXPORT CONTROL

Article 33

ASSESSMENT OF EXPORT CONTROL

(a) In the light of its examination of the estimates of production and consumption made under paragraph (e) of Article 8 and taking account of the quantity of tin metal and cash held in the buffer stock, the quantity, availability and probable trend of other stocks, the trade in tin, the current price of tin metal and any other relevant factors, the Council may from time to time determine the quantities of tin which may be exported from producing countries in accordance with the provisions of this Article and may declare a control period and shall, by the same resolution, fix a total permissible export tonnage for that control period. In fixing such tonnage, it shall be the duty of the Council to adjust supply to demand so as to maintain the price of tin metal between the floor and ceiling prices. The Council shall also aim to maintain available in the buffer stock tin metal and cash adequate to rectify any discrepancies between supply and demand which may arise through unforeseen circumstances.

(b) The control periods shall correspond to the quarters, provided that, on any occasion when the limitation of exports is being introduced for the first time during the currency of this Agreement or is being reintroduced after an interval during which there has been no limitation of exports, the Council may declare as the control period any period not being greater than five months or less than two months, ending on 31 March, 30 June, 30 September or 31 December.

(c) The limitation of exports under this Agreement in each control period shall depend on the decision of the Council, and no such limitation shall operate in any period unless the Council has declared it to be a control period and fixed a total permissible export tonnage in respect of it.

(d) A control period already declared may be revoked before, or terminated during, the currency of that period by the Council and

the period so revoked or terminated shall not be regarded as a control period for the purposes of paragraph (i) and sub-paragraphs (ii), (iii) and (iv) of paragraph (p) of this Article.

(e) The Council shall not declare a control period unless it finds that at least 10 000 tons of tin metal are likely to be held in the buffer stock at the beginning of that period, provided that:

(i) If a control period is declared for the first time after an interval during which no limitation of exports was in force, the figure for the purposes of this paragraph shall be 5 000 tons, applicable from the effective date of the control period already declared or as from and to such date or dates as the Council shall decide; and

(ii) The Council may by a two-thirds distributed majority reduce in respect of any control period the required tonnage of 10 000 tons or 5 000 tons, as the case may be.

(f) A total permissible export tonnage which has become effective shall not cease to be effective during the course of the period to which it relates by reason only of the fact that the buffer stock holding has fallen below the minimum tonnage of tin metal required under paragraph (e) of this Article or any other tonnage substituted therefor under the same paragraph.

(g) The Council may declare control periods and fix total permissible export tonnages, notwithstanding the restriction or suspension of buffer stock operations in accordance with the provisions of Article 26, 27 or 29.

(h) A total permissible export tonnage previously fixed under paragraph (a) of this Article may be revised by the Council, provided, however, that a total permissible export tonnage may not be decreased during the control period to which it relates.

(i) When, under the provisions of paragraph (a) of this Article, the Council has declared a control period and has fixed a total permissible export tonnage in respect of that period the Council may at the same time call upon any country invited to the United Nations Tin Conference, 1970, which is also a producer of tin from mines

within its territory or territories to put into effect for that period such a limitation of its exports of tin derived from such production as may be agreed to be appropriate between the Council and the country concerned.

(j) Notwithstanding the provisions of this Article, if, under the Third International Tin Agreement, a total permissible export tonnage has been fixed in respect of the last quarter of that Agreement and is still effective at the termination of that Agreement:

(i) A control period, commencing upon the entry into force of this Agreement, shall be deemed to have been declared under this Agreement; and

(ii) The total permissible export tonnage for such control period shall be at a rate proportionate to that fixed by the Third Agreement for the last quarter of that Agreement unless and until revised by the Council in accordance with the provisions of this Article:

Provided that, if at the time of the first session of the Council under this Agreement less than 10 000 tons of tin metal are held in the buffer stock, the Council shall consider the position at its first session and, if a decision to continue the limitation of exports is not reached, the period in question shall cease to be a control period.

(k) The total permissible export tonnage for any control period shall be divided among producing countries in proportion to their percentages in Annex A or in proportion to their percentages in any revised table of percentages which may be published in accordance with this Agreement, and the quantity of tin so computed in respect of any country for any control period shall be the permissible export tonnage of that country for that control period.

(l) If, after the entry into force of this Agreement, any country ratifies, approves or accepts, or gives notification of intention to ratify, approve or accept, or accedes to it, as a producing country, or has been approved by the Council for a change in its category from that of a consuming country to that of a producing country in accordance

with Article 5, the Council, having determined the percentage of that country, shall re-determine the percentages of all the other participating countries in proportion to their current percentages.

(m) (i) The Council shall review the percentages of the producing countries and re-determine them in accordance with the rules of Annex G. Except for the first re-determination, which shall take place at the first session of the Council, the percentage of a producing country shall not, during any period of twelve months, be reduced by more than one-tenth of its percentage at the commencement of that period.

(ii) In any action which it may propose to take in accordance with the rules of Annex G, the Council shall give due consideration to any circumstances stated by any producing country as being exceptional and may, by a two-thirds distributed majority, waive or modify the full application of those rules.

(iii) The Council may, from time to time, by a two-thirds distributed majority revise the rules of Annex G, and any such revision shall have effect as if it were included in that Annex.

(iv) The percentages resulting from the procedure set out in this paragraph shall be published and shall take effect upon the first day of the quarter following the date of the Council Decision in replacement of the percentages listed in Annex A.

(n) (i) Notwithstanding the provisions of paragraph (k) of this Article, the Council may, with the consent of a producing country, reduce its share in the total permissible export tonnage and re-distribute the tonnage of the reduction among the other producing countries in proportion to the percentages of those countries or, if circumstances so require, in some other manner.

(ii) The quantity of tin determined according to sub-paragraph (i) of this paragraph for any producing country for any control period shall for the purposes of this Article be deemed to be the permissible export tonnage of that country for that control period.

(o) (i) It shall be the duty of any producing country which believes itself unlikely to be able to export in any control period as much tin as it would be entitled to export in accordance with its permissible export tonnage for that control period to make to the Council, as soon as possible but in any case not later than two calendar months after the date upon which such permissible export tonnage has become effective, a declaration to that effect.

(ii) If the Council has received such a declaration or is of the opinion that any producing country is unlikely to be able to export in any control period as much tin as it would be entitled to export in accordance with its permissible export tonnage, the Council may increase the total permissible export tonnage for that control period by such a tonnage as will in its opinion ensure that the total permissible export tonnage required will in fact be exported.

(p) (i) The net exports of tin from each producing country for each control period shall be limited, except as otherwise provided in this Article, to the permissible export tonnage for that country for that control period.

(ii) If, notwithstanding the provisions of sub-paragraph (i) of this paragraph, the net exports of tin from a producing country in any control period exceed its permissible export tonnage for that control period by more than 5%, the Council may require the country concerned to make an additional contribution to the buffer stock not exceeding the tonnage by which such exports exceed its permissible export tonnage. Such a contribution shall be in tin metal or in cash or in such proportions of tin metal and cash and before such date or dates as the Council may decide. That part, if any, of the contribution which is to be paid in cash shall be calculated at the floor price in effect on the date of entry into force of this Agreement. That part, if any, of the contribution which is to be made in tin metal shall be included in and shall not be additional to the permissible export tonnage of the country in question for the control period in which such contribution is made.

(iii) If, notwithstanding the provisions of sub-paragraph (i) of this paragraph, the aggregate net exports of tin from a producing country in any four successive control periods including, if appropriate, the control period referred to in sub-paragraph (ii) of this paragraph exceed by more than 1% the aggregate of its permissible export tonnages for those periods, the permissible export tonnages of that country during each of the four subsequent control periods may be reduced by one-quarter of the aggregate tonnage so overexported or, if the Council so decides, by any greater fraction not exceeding one-half. Such reduction shall take effect in and from the control period next following that in which the decision was taken by the Council.

(iv) If, after any such four successive control periods (during which the aggregate net exports of tin from a country have exceeded its permissible export tonnage as mentioned in sub-paragraph (iii) of this paragraph), the aggregate net exports of tin from that country in any four further successive control periods (which shall not include any control period covered by sub-paragraph (iii)) exceed the aggregate of the permissible export tonnages for those four control periods, the Council may, in addition to reducing the total permissible export tonnage of that country in accordance with the provisions of sub-paragraph (iii), declare that the country shall forfeit a part, which shall on the first occasion not exceed one-half, of its rights to participation on liquidation of the buffer stock. The Council may at any time restore to the country concerned the portion of its rights so forfeited on such terms and conditions as it may determine.

(v) It shall be the duty of a producing country which has exported a tonnage of tin in excess of its permissible export tonnage and of any tonnage permitted by other provisions of this Article to take effective steps to correct its breach of this Agreement at the earliest possible opportunity. The Council, when deciding the action to be taken under this paragraph, shall take account of any failure to take steps or delay in doing so.

(q) When, by reason of the determination or alteration of the percentage of a producing country or of the withdrawal of a producing country, the total of percentages is no longer one hundred the percentage of each other producing country shall be proportionately adjusted so that the total of percentages is restored to one hundred. The Council shall then publish as soon as possible the revised table of percentages which shall come into force for the purposes of export control with effect from the first day of the control period following that in which the decision to revise percentages was taken.

(r) Each producing country shall take such measures as may be necessary to maintain and enforce the provisions of this Article so that its exports shall correspond as closely as possible to its permissible export tonnage for any control period.

(s) For the purposes of this Article, the Council may decide that exports of tin from any producing country shall include the tin content of any material derived from the mineral production of the country concerned.

(t) Tin shall be deemed to have been exported if, in the case of a country named in Annex C, the formalities set out in that Annex opposite the name of that country have been completed, provided that:

(i) The Council may, from time to time, with the consent of the country concerned, revise Annex C and any such revision shall have effect as if it were included in that Annex;

(ii) If any tin shall be exported from any producing country by any method which is not provided for by Annex C, the Council shall determine whether such tin shall be deemed to have been exported for the purposes of this Agreement and, if so, the time at which such export shall be deemed to have taken place.

(u) For the purposes of sub-paragraphs (ii), (iii) and (iv) of paragraph (p) of this Article, control periods for which total permissible export tonnages have been fixed and penalties imposed under Article VII of the Third Agreement shall be deemed, as from the entry into force of this Agreement, to have been fixed or imposed under this Article.

Article 34

SPECIAL EXPORTS

(a) At any time when it has declared a control period, the Council, if it considers that the conditions in Annex D are satisfied, may by a two-thirds distributed majority permit the export (hereinafter called a special export) of a specified quantity of tin in addition to the permissible export amount referred to in paragraph (k) of Article 33.

(b) The Council may by a two-thirds distributed majority impose such conditions upon a special export as it deems necessary.

(c) If the provisions of Article 36 and the conditions imposed by the Council under paragraph (b) of this Article are fulfilled, a special export shall not be taken into account when the provisions of paragraphs (n), (o) and (p) of Article 33 are being applied.

(d) The Council may by a two-thirds distributed majority at any time revise the conditions in Annex D, provided that any such revision shall be without prejudice to anything done in a country in pursuance of permission given and conditions already imposed under paragraph (b) of this Article.

Article 35

SPECIAL DEPOSITS

(a) A producing country may at any time with the consent of the Council make special deposits of tin metal with the Manager. A special deposit shall not be treated as part of the buffer stock and shall not be at the disposal of the Manager.

(b) A producing country which has informed the Council of its intention of making a special deposit of tin metal originating within that country shall, subject to furnishing such evidence as the Council may require to identify the metal or the concentrates exported with the tin metal which is the subject of the special deposit, be permitted to export such metal or concentrates in addition to any permissible export amount that may have been allocated to that

country under Article 33 and, subject to the compliance by the producing country with the requirements of Article 36, paragraphs (n), (o) and (p) of Article 33 shall not apply to such exports.

(c) Special deposits may be accepted by the Manager only at such place or places as may be convenient to him.

(d) The Executive Chairman shall notify the participating countries of the receipt of any such special deposit, but not sooner than three months after the date of receipt.

(e) A producing country which has made a special deposit of tin metal may withdraw the whole or part of that special deposit in order to fulfil the whole or part of its permissible export amount in any control period. In such a case the amount withdrawn from the special deposit shall be regarded as having been exported for the purposes of Article 33 in the control period in which the withdrawal was made.

(f) In any quarter which has not been declared a control period any special deposit shall be at the disposal of the country which has made the deposit, subject only to the provisions of paragraph (h) of Article 36.

(g) All charges incurred in connection with any special deposit shall be borne by the country making the deposit and no charges shall be borne by the Council.

Chapter X

STOCKS

Article 36

STOCKS IN PRODUCING COUNTRIES

(a) (i) The stocks of tin within any producing country which have not been exported within the definition for that country contained in Annex C shall not at any time during a control period exceed the tonnage shown against that country in Annex E.

(ii) Such stocks shall not include tin in the course of transport between the mine and the point of export as defined in Annex C.

(iii) The Council may revise Annex E, but, if in doing so it has increased the tonnage listed in Annex E against any country, it may impose conditions, including conditions as to period and subsequent export, in relation to any such addition.

(b) Any increase in the proportion approved under paragraph 2 of Article XIV of the Third Agreement and still operative at the termination of that Agreement and any conditions imposed in connection therewith shall be deemed to have been approved or imposed under this Agreement unless the Council otherwise decides within six months after the entry into force of the Agreement.

(c) Any special deposit made under Article 35 shall be deducted from the amount of stocks permitted under this Article to be held during a control period within the producing country concerned.

(d) (i) Where in a producing country mentioned in Annex F tin ore is unavoidably extracted from its natural occurrence in the mining of the other minerals mentioned in that Annex and for that reason the limitation of stocks prescribed in paragraph (a) of this Article would unreasonably restrict the mining of those other minerals, additional stocks of tin-in-concentrates may be held within that country to the extent that these are certified by the Government of that country as having been won exclusively in association with those other minerals and actually retained in that country, provided that the proportion which such additional stocks bear to the total amount of the other minerals mined shall not at any time exceed the proportion stated in Annex F.

(ii) Except with the consent of the Council, the export of such additional stocks shall not commence until after the liquidation of all the tin metal in the buffer stock and the rate of export thereafter shall not exceed one-fortieth of the whole or two hundred and fifty tons, whichever is the greater, in each quarter.

(e) Countries listed in Annex E or Annex F shall, in consultation with the Council, make regulations governing the maintenance, protection and control of such additional stocks.

(f) The Council may, with the consent of the producing country concerned, revise Annex E and Annex F.

(g) Each producing country shall forward to the Council at such intervals as the Council may require statements as to the stocks of tin within its territory which have not been exported in accordance with the definition for that country in Annex C. Such statements shall not include tin in course of transport between the mine and the point of export as defined in Annex C. These statements shall show separately the stocks held under paragraph (d) of this Article.

(h) A country which holds special deposits under Article 35 or is permitted to increase tonnages in accordance with the provisions of paragraph (a) of this Article shall, not later than twelve months before the termination of this Agreement, inform the Council of its plans for the export of such special deposits and of all or part of such increased tonnages (but not including additional stocks whose export is governed by paragraph (d) of this Article) and shall consult with the Council as to the best means of making such export without avoidable disruption of the tin market and in harmony with the provisions for the liquidation of the buffer stock under Article 30. The producing country concerned shall give due consideration to the recommendations of the Council.

Chapter XI

TIN SHORTAGE

Article 37

ACTION IN THE EVENT OF A TIN SHORTAGE

(a) If at any time the Council concludes that a serious shortage of supplies of tin has developed or is likely to develop, the Council shall make whatever enquiries are necessary in order to enable it to estimate total requirements and availability of tin for such periods as it shall determine.

(b) If studies and enquiries, together with pertinent factors, confirm the danger of a tin shortage, the Council:

(i) Shall recommend to the participating countries that they initiate action to ensure as rapid an increase as possible in the amount of tin which they may be able to make available;

(ii) May invite the participating countries to enter into such arrangements with it as may assure consuming countries an equitable distribution of the available supplies of tin; and

(iii) Shall observe the behaviour of the market at all times with a view to preventing any tin shortage.

Chapter XII

MISCELLANEOUS PROVISIONS

Article 38

FAIR LABOUR STANDARDS

The participating countries declare that, in order to avoid the depression of living standards and the introduction of unfair competitive conditions in world trade, they will seek to ensure fair labour standards in the tin industry.

Article 39

GENERAL PROVISIONS

(a) Participating countries shall during the currency of this Agreement use their best endeavours and cooperate to promote the attainment of its objectives.

(b) The participating countries undertake to accept as binding all decisions of the Council under this Agreement.

(c) Without prejudice to the general scope of paragraph (a) of this Article, participating countries shall in particular observe the following:

(i) They shall not, so long as sufficient quantities of tin are available to meet their full requirements, prohibit or limit the use of tin for specified end-uses except in circumstances in which

such prohibition or limitation would not be inconsistent with other international agreements on trade;

(ii) They shall create conditions which would promote the transfer of tin production from less efficient to more efficient enterprises; and

(iii) They shall encourage the conservation of the natural resources of tin by preventing the premature abandonment of deposits.

Article 40

DISPOSAL OF TIN FROM NON-COMMERCIAL STOCKPILES

(a) A participating country desiring to dispose of tin from non-commercial stockpiles shall, at adequate notice, consult with the Council concerning its disposal plans.

(b) At the time a participating country gives notice of a plan to dispose of tin from non-commercial stockpiles, the Council shall promptly enter into official consultations on the plan with that country for the purpose of assuring adequate fulfilment of the provisions of paragraph (d) of this Article.

(c) The Council shall from time to time review the progress of such disposals and may make recommendations to the disposing participating country.

(d) The disposals shall be made with due regard to the protection of producers, processors and consumers against avoidable disruption of their usual markets. Account shall also be taken of the consequences of such disposals on the investment of capital in exploration and development of new supplies and the health and growth of tin mining in the producing countries. The disposals shall be in such amounts and over such periods of time as will not interfere unduly with production and employment in the tin industry in the producing countries and as will avoid creating hardships to the economies of the participating producing countries.

Article 41

NATIONAL SECURITY PROVISIONS

(a) Nothing in this Agreement shall be construed:

(i) To require a participating country to furnish any information the disclosure of which it considers contrary to its essential security interests;

(ii) To prevent a participating country from taking, either singly or with other countries, any action which it considers necessary for the protection of its essential security interests where such action relates to traffic in arms, ammunition or implements of war, or to traffic in other goods and materials carried on directly or indirectly for the purpose of supplying a military establishment of any country, or is taken in time of war or other emergency in international relations;

(iii) To prevent a participating country from entering into or carrying out any inter-governmental agreement (or other agreement on behalf of a country for the purpose specified in this paragraph) made by or for a military establishment for the purpose of meeting essential requirements of the national security of one or more of the countries participating in such agreements; or

(iv) To prevent a participating country from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

(b) Participating countries shall notify the Executive Chairman as soon as possible of any action they take respecting tin in consequence of subparagraph (ii) or (iv) or paragraph (a) of this Article and the Executive Chairman shall so notify other participating countries.

(c) Any participating country which considers its economic interests under this Agreement seriously injured by action taken by any other participating country or countries, other than action taken in

time of war, under the provisions of paragraph (a) of this Article, may complain to the Council.

(d) On receipt of such a complaint the Council shall review the facts of the situation and shall by a majority of the total votes held by all consuming countries and a majority of the total votes held by all the producing countries decide whether the complainant country is justified in its complaint and shall, if it so decides, permit the complainant country to withdraw from this Agreement.

Chapter XIII

COMPLAINTS AND DISPUTES

Article 42

COMPLAINTS

(a) Any complaint that any participating country has committed a breach of this Agreement for which a remedy is not provided elsewhere in this Agreement shall, at the request of the country making the complaint, be referred to the Council for a decision.

(b) Save where otherwise provided in this Agreement, no participating country shall be found to have committed a breach of this Agreement unless a resolution to that effect is passed. Any such finding shall specify the nature and extent of the breach.

(c) If the Council finds under this Article that a participating country has committed a breach of this Agreement, the Council may, unless some other penalty is provided elsewhere in this Agreement, deprive the country concerned of its voting and other rights until it has remedied the breach or has otherwise fulfilled its obligations.

(d) For the purposes of this Article the expression 'breach of this Agreement' shall be deemed to include the breach of any condition imposed by the Council or failure to fulfil any obligation laid upon a participating country in accordance with this Agreement.

DISPUTES

(a) Any dispute concerning the interpretation or application of this Agreement which is not settled by negotiation shall, at the request of any participating country, be referred to the Council for decision.

(b) Where a dispute has been referred to the Council in accordance with this Article a majority of participating countries or any participating countries holding not less than one-third of the votes in the Council may require the Council, after full discussion, to seek the opinion of the advisory panel referred to in paragraph (c) of this Article on the issues in dispute before giving its decision.

(c) (i) Unless the Council, by a unanimous decision of votes cast, agrees otherwise, the panel shall consist of:

Two persons, one having wide experience in matters of the kind in dispute and the other having legal standing and experience, nominated by the producing countries;

Two such persons nominated by the consuming countries; and

A chairman selected unanimously by the four persons nominated above or, if they fail to agree, by the Executive Chairman.

(ii) Persons appointed to the advisory panel shall act in their personal capacity and without instructions from any Government.

(iii) The expenses of the advisory panel shall be paid by the Council.

(d) The opinion of the advisory panel and the reasons therefor shall be submitted to the Council which, after considering all the relevant information, shall decide the dispute.

Chapter XIV

FINAL PROVISIONS

Article 44

SIGNATURE

This Agreement shall be open for signature in London with the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as the depositary Government) from 1 July 1970 to 29 January 1971 inclusive, on behalf of countries participating in the Third International Tin Agreement and on behalf of Governments of independent States represented at the United Nations Tin Conference, 1970.

Article 45

RATIFICATION, APPROVAL, ACCEPTANCE

This Agreement shall be subject to ratification, approval or acceptance by the signatory Governments in accordance with their respective constitutional procedures. Instruments of ratification, approval or acceptance shall be deposited with the depositary Government.

Article 46

DEFINITIVE ENTRY INTO FORCE

(a) This Agreement shall, for the Governments which have deposited instruments of ratification, approval or acceptance, enter into force definitively as soon after 30 June 1971 as such instruments have been deposited on behalf of Governments representing at least six producing countries as set out in Annex A holding together at least 950 of the votes set out in that Annex and at least nine consuming countries as set out in Annex B holding together at least 300 of the votes set out in that Annex.

(b) For the signatory Government which has deposited an instrument of ratification, approval or acceptance after the definitive entry into force of this Agreement, this Agreement shall enter into force definitively on the date of the deposit of such instrument.

(c) If this Agreement has entered into force provisionally under paragraph (a) of Article 47, then as soon as instruments of ratification, approval or acceptance have been deposited on behalf of Governments representing countries satisfying the conditions laid down in paragraph (a) of this Article, it shall enter into force definitively for those Governments.

(d) If this Agreement has entered into force definitively under paragraph (a) or paragraph (c) of this Article, and if any Government which has given a notification of intention to ratify, approve or accept has failed to deposit an instrument of ratification, approval or acceptance within a period of ninety days from the date of definitive entry into force, that Government shall cease to participate in this Agreement, provided that the Council may extend the period aforesaid if so requested by that Government, and further provided that that Government may cease to participate in the Agreement before the expiry of the period aforesaid or any extension thereof by giving to the depositary Government at least thirty days' notice.

Article 47

PROVISIONAL ENTRY INTO FORCE

(a) (i) If the conditions for the definitive entry into force of this Agreement laid down in paragraph (a) of Article 46 have not been satisfied, this Agreement shall, for the Governments which have deposited instruments of ratification, approval or acceptance or have given notification of intention to ratify, approve or accept, enter into force provisionally on the day following the date of termination of the Third Agreement, provided that such instruments or notifications have been deposited with the depositary Government:

— By 30 June 1971 or, if the Third Agreement is extended, by the date of termination of that Agreement; and

— On behalf of Governments representing at least six producing countries as set out in Annex A holding together

at least 950 of the votes set out in that Annex, and at least nine consuming countries as set out in Annex B holding together at least 300 of the votes set out in that Annex.

(ii) For each signatory Government which has deposited an instrument of ratification, approval or acceptance of, or has given notification of intention to ratify, approve or accept, this Agreement while it is provisionally in force, the Agreement shall enter into force provisionally on the date of the deposit of such instrument or notification.

(b) If, within six months after the termination of the Third Agreement, this Agreement has entered into force provisionally but not definitively as laid down in Article 46, the Executive Chairman shall as soon as possible convene a meeting or meetings of the Council to consider the position. If, however, the entry into force remains provisional the Agreement shall be terminated not later than one year after the provisional entry into force.

Article 48

ACCESSION

(a) Any Government represented at the United Nations Tin Conference, 1970, or any participating country in the Third International Tin Agreement shall have the right to accede to this Agreement upon conditions to be determined by the Council.

(b) Any other Government not represented at the United Nations Tin Conference, 1970, which is a Member of the United Nations or a member of its specialized agencies may upon conditions to be determined by the Council accede to this Agreement.

(c) The conditions laid down by the Council shall be equitable, in respect of voting rights and financial obligations, as between the countries seeking to accede and other countries already participating.

(d) Upon the accession of a producing country to this Agreement the Council (i) shall fix, with the consent of that country, the tonnages and proportions to be shown against that country in Annexes E and F where appropriate and (ii) shall also fix the circumstance for the purpose of export control to be shown against the name of that country in Annex C, Part One. The tonnage, proportion or description so fixed shall have effect as though it were included in such Annexes.

(e) Accession shall be effected by the deposit of an instrument of accession with the depositary Government, which shall notify all interested Governments and the Council of such accession.

Article 49

SEPARATE PARTICIPATION

A Contracting Government may, at the time of depositing its instrument of ratification, approval, acceptance or accession, or giving notification of intention to ratify, approve or accept or at any time thereafter, propose the separate participation as a producing or as a consuming country, as may be appropriate, of any territory or territories, interested in the production or consumption of tin, for whose international relations the Contracting Government is responsible and to which the Agreement applies or will apply when the Agreement enters into force. Such separate participation shall be subject to the consent of the Council and to the conditions which the Council may determine.

Article 50

An intergovernmental organization having responsibilities in respect of the negotiation of international Agreements may participate in the International Tin Agreement. Such an organization shall not itself have the right to vote. On matters within its competence the voting rights of its member States may be exercised collectively.

Article 51

AMENDMENT

(a) The Council may, by a two-thirds majority of the total votes held by all producing countries and a two-thirds majority of the total votes held by all consuming countries, recommend to Contracting Governments amendments to this Agreement. The Council shall, in its recommendation, fix the time within which each Contracting Government shall notify the depositary Government whether or not it ratifies, approves or accepts the amendment.

(b) The Council may extend the time fixed by it under paragraph (a) of this Article for notification of ratification, approval or acceptance.

(c) If, within the time fixed under paragraph (a) of this Article or extended under paragraph (b) of this Article, an amendment is ratified, approved or accepted by all participating countries it shall take effect immediately on the receipt by the depositary Government of the last ratification, approval or acceptance.

(d) If, within the time fixed under paragraph (a) of this Article or extended under paragraph (b) of this Article, an amendment is not ratified, approved or accepted by participating countries holding all of the votes of producing countries and by participating countries holding two-thirds of the total votes of all consuming countries, it shall not take effect.

(e) If, by the end of the time fixed under paragraph (a) of this Article or extended under paragraph (b) of this Article, an amendment is ratified, approved or accepted by participating countries holding all of the votes of producing countries and by participating countries holding two-thirds of the total votes of all consuming countries:

(i) The amendment shall, for the participating countries by which ratification, approval or acceptance has been signified, take effect at the end of three months next following the receipt by the depositary Government of the last ratification, approval or acceptance necessary to comprise all of the votes of producing

countries and two-thirds of the total votes of all consuming countries;

(ii) Any Contracting Government which does not ratify, approve or accept an amendment by the date of its coming into effect shall, as of that date cease to participate in the Agreement, unless any such Contracting Government satisfies the Council at its first meeting following the effective date of the amendment that its ratification, approval or acceptance could not be secured in time by reason of constitutional difficulties, and the Council decides to extend for such contracting Government the period fixed for ratification, approval or acceptance until these difficulties have been overcome.

(f) If a consuming country considers that its interests will be adversely affected by an amendment it may, before the date of its coming into effect, give notice to the depositary Government of withdrawal from the Agreement. Withdrawal shall become effective on the effective date of the amendment. The Council may, at any time, on such terms and conditions as it considers equitable, permit such country to withdraw its notice of withdrawal.

(g) Any amendment to this Article shall take effect only if it is ratified, approved or accepted by all participating countries.

(h) The provisions of this Article shall not affect any power under this Agreement to revise any Annex to this Agreement.

Article 52

WITHDRAWAL

A participating country which withdraws from this Agreement during its currency, except

(i) In accordance with the provisions of paragraph (d) of Article 41 or paragraph (f) of Article 51, or

(ii) Upon at least twelve months' notice being given to the depositary Government not earlier than one year after the entry into force of this Agreement,

shall not be entitled to any share of the proceeds of the liquidation of the buffer stock under the terms of Article 31 or 32 nor shall it be entitled to a share of the other assets of the Council under the terms of Article 53 on the termination of this Agreement.

Article 53

DURATION, EXTENSION AND TERMINATION

(a) The duration of this Agreement shall, except as otherwise provided in this Article or in paragraph (b) of Article 47, be five years from the date of entry into force.

(b) The Council may by a two-thirds majority of the total votes held by all producing countries and a two-thirds majority of the total votes held by all consuming countries extend the duration of this Agreement by a period or periods not exceeding twelve months in all.

(c) The Council, in a recommendation to the Contracting Governments, not later than four years after the entry into force of this Agreement, shall inform them whether it is necessary and appropriate that this Agreement should be renewed and, if so, in what form; it shall at the same time consider what the relationship between the supply of and demand for tin is likely to be at the expiration of this Agreement.

(d) (i) A Contracting Government may at any time give notice in writing to the Executive Chairman that it intends to propose at the next meeting of the Council the termination of the Agreement.

(ii) If the Council, by a two-thirds majority of the total votes held by all producing countries and by all consuming countries, adopts the proposal to terminate, it shall recommend to the Contracting Governments that this Agreement shall terminate.

(iii) If Contracting Governments holding two-thirds of the total votes of all producing countries and two-thirds of the total votes of all consuming countries notify the Council that they accept that recommendation, this Agreement shall terminate

on the date the Council shall decide, being a date not later than six months after the receipt by the Council of the last of the notifications from those Contracting Governments.

(e) The Council shall remain in being for as long as may be necessary for the carrying out of paragraph (f) of this Article, for the supervision of the liquidation of the buffer stock and any stocks held in producing countries in accordance with Article 36 and for the supervision of the due performance of conditions imposed under this Agreement by the Council or under the Third Agreement; the Council shall have such of the powers and functions conferred on it by this Agreement as may be necessary for the purpose.

(f) On termination of this Agreement:

(i) The buffer stock shall be liquidated in accordance with the provisions of Articles 30, 31 and 32;

(ii) The Council shall assess the obligations into which it has entered in respect of its staff and shall, if necessary, take steps to ensure that, by means of a supplementary estimate to the Administrative Account raised in accordance with Articles 15 and 16, sufficient funds are made available to meet such obligations;

(iii) After all liabilities incurred by the Council, other than those relating to the buffer stock account, have been met, the remaining assets shall be disposed of in the manner laid down in this Article.

(g) If the Council is continued or if a body is created to succeed the Council, the Council shall transfer its archives, statistical material and such other documents as the Council may determine to such successor body and may by a distributed two-thirds majority transfer all or any of its remaining assets to such successor body.

(h) If the Council is not continued and no successor body is created:

(i) The Council shall transfer its archives, statistical material and any other documents to the Secretary-General of the United

Nations or to any international organization nominated by him or, failing such nomination, as the Council may determine;

(ii) The remaining non-monetary assets of the Council shall be sold or otherwise realized in such a manner as the Council may direct; and

(iii) The proceeds of such realization and any remaining monetary assets shall then be distributed in such a manner that each participating country shall receive a share proportionate to the total of the contributions which it has made to the Administrative Account established under Article 15.

Article 54

NOTIFICATIONS BY THE DEPOSITARY GOVERNMENT

The depositary Government shall notify all Governments represented at the United Nations Tin Conference, 1970, all Governments members of the Third International Tin Agreement, all Governments which have acceded to this Agreement in accordance with the provisions of Article 48, the Secretary of the Council and the Secretary-General of the United Nations of the following:

(i) Signatures, ratifications, approvals, acceptances and notifications of intention to ratify, approve or accept, in accordance with Article 44, 45 or 47;

(ii) The entry into force of this Agreement, both definitive and provisional in accordance with Article 46 or 47;

(iii) Accessions and notifications of separate participation, in accordance respectively with Article 48 or 49;

(iv) Notifications of ratification, approval or acceptance of amendments and dates of their entry into force, in accordance with Article 51;

(v) Notifications of withdrawal and of cessation of participation; and

(vi) Notifications of the termination of this Agreement, in accordance with Article 53.

Article 55

CERTIFIED COPY OF THE AGREEMENT

As soon as possible after the definitive entry into force of this Agreement, the depositary Government shall send a certified copy of this Agreement in each of the languages mentioned in Article 56 to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations. Any amendments to this Agreement shall likewise be communicated.

Article 56

AUTHENTIC TEXTS OF THE AGREEMENT

The texts of this Agreement in the English, French, Russian and Spanish languages are all equally authentic, the originals being deposited with the Government of the United Kingdom of Great Britain and Northern Ireland, which shall transmit a certified copy thereof to each signatory and acceding Government and to the Secretary of the Council.

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.

ANNEX A

Percentages and votes of producing countries

Country	Percentage	Votes		
		Initial	Additional	Total
Australia	2·82	5	27	32
Bolivia	16·98	5	164	169
Congo (Democratic Republic of)	4·51	5	44	49
Indonesia	9·14	5	88	93
Malaysia	45·83	5	442	447
Nigeria (Federal Republic of)	6·36	5	61	66
Thailand	14·36	5	139	144
Total	100·00	35	965	1 000

Note

The countries, percentages and votes listed in this Annex are those arrived at during the United Nations Tin Conference, 1970, at which the Fourth International Tin Agreement was drawn up. The list of names and the figures are subject to revision from time to time in accordance with the operation of the provisions of the Agreement.

ANNEX B

Tonnages and votes of consuming countries

Country	Tonnage metric tons	Votes		
		Initial	Additional	Total
Austria	600	5	3	8
Belgium/Luxembourg	2 770	5	15	20
Bulgaria	254	5	1	6
Canada	4 508	5	24	29
China (Taiwan)	284	5	2	7
Czechoslovakia	3 153	5	17	22
Denmark	737	5	4	9
Federal Republic of Germany	12 010	5	63	68
France	10 430	5	55	60
Hungary	1 151	5	6	11
India	4 234	5	22	27
Italy	6 319	5	33	38
Japan	23 046	5	121	126
Mexico	1 612	5	8	13
Netherlands	4 555	5	24	29
Philippines	630	5	3	8
Poland	3 470	5	18	23
Republic of Korea	265	5	1	6
Spain	1 798	5	9	14
Turkey	914	5	5	10
United Kingdom	17 705	5	93	98
United States	58 970	5	310	315
Union of Soviet Socialist Republics	6 600	5	35	40
Yugoslavia	1 565	5	8	13
Total	167 580	120	880	1 000

Note

The countries, tonnages and votes listed in this Annex are those arrived at during the United Nations Tin Conference, 1970, at which the Fourth International Tin Agreement was drawn up. The list of names and the figures are subject to revision from time to time in accordance with the operation of the provisions of the Agreement.

ANNEX C

Part One

Circumstances in which tin shall be deemed to have been exported for the purposes of export control

The text of Annex C of this Agreement shall be the revised text of Annex C in force at the date of termination of the Third International Tin Agreement.

In the case of Australia tin shall be deemed to be exported on the date of shipment shown in the Restricted Goods Export Permit issued under the Customs (Prohibited Exports) Regulations, provided that actual shipment takes place within fourteen days of that date.

Part Two

Imports into producing countries

For the purpose of determining net exports of tin under Article 33, imports deductible from exports during a control period shall be the amount imported into the producing country concerned during the quarter immediately preceding the declaration of the control period in question, provided that tin imported for smelting and exported shall not be taken into account.

ANNEX D

Conditions for special exports

The conditions referred to in Article 34 are that the proposed special export is destined to form part of a government stockpile and unlikely to be used for any commercial or industrial purpose during the currency of this Agreement.

ANNEX E

Stocks in producing countries under Article 36

Country	Tonnage metric tons
Australia	2 200
Bolivia	7 511
Congo (Democratic Republic of)	2 000
Indonesia	4 126
Malaysia	18 331
Nigeria (Federal Republic of)	2 185
Thailand	5 298

ANNEX F

Additional stocks won unavoidably

Country	Other mineral	Tin content of concentrates permitted to be stocked additionally for each ton of other mineral mined: tons
Australia	Tantalo-columbite	1·5
Congo (Democratic Republic of)	Tantalo-columbite	1·5
Nigeria (Federal Republic of)	Columbite	1·5
Thailand	Wolframite-scheelite	1·5

ANNEX G

Rules for the re-determination of the percentages of the producing countries

Rule 1

The first re-determination of the percentages of the producing countries shall be made at the first meeting of the Council under this Agreement. This re-determination shall be made on the basis of the last four quarters for which figures of the production of tin in each of the producing countries are available.

Rule 2

Further re-determination of the percentages shall be made at yearly intervals following the first re-determination, provided that no period subsequent to the quarters referred to in Rule 1 shall have been declared to be a control period.

Rule 3

Should any period be declared to be a control period, no further re-determination of the percentages shall be made until a further four consecutive quarters have not been declared to be control periods; a further re-determination shall then be made as soon as figures for the production of tin in each of the producing countries in such four consecutive quarters are available; and subsequent re-determinations shall be made at yearly intervals thereafter for as long as no period is declared to be a control period. A similar procedure shall be followed if any subsequent period is declared to be a control period.

Rule 4

For the purpose of Rules 2 and 3 re-determination shall be deemed to have been made at yearly intervals if they are made in the same quarter of the calendar year as were the preceding re-determinations.

Rule 5

At the first re-determination, made under Rule 1, new percentages for the producing countries shall be determined in direct proportion to the production of tin in each of them during the four quarters referred to in Rule 1.

Rule 6

In subsequent re-determinations, made under Rule 2, the new percentages shall be calculated as follows:

(i) The percentages in the second re-determination shall be in direct proportion to the production of tin in each of the producing countries in the latest twenty-four consecutive calendar months for which figures are available; and

(ii) The percentages in the third re-determination, and all later re-determinations, shall be in direct proportion to the production of tin in each of the producing countries in the latest thirty-six consecutive calendar months for which figures are available.

Rule 7

In subsequent re-determinations, made under Rule 3, the new percentages shall be calculated as follows:

(i) The percentages in the first subsequent re-determination shall be in direct proportion to the sum of the production of tin in each of the producing countries in the latest twelve consecutive calendar months for which figures are available and in the four quarters immediately preceding that control period; and

(ii) The percentages in the next following re-determinations, provided that no period shall have been declared to be a control period, shall be in direct proportion to the production of tin in each of the producing countries in the latest periods of twenty-four and thirty-six consecutive calendar months respectively for which figures are available.

Rule 8

For the purposes of the foregoing rules, if any producing country has failed to make available to the Council its production figures for any period of twelve consecutive calendar months within one month of the date by which four producing countries have made their figures available, the production of that country for such period of twelve months shall be calculated by multiplying by twelve the average monthly rate of production during the period as shown by such figures as are available and deducting five per cent from the amount so calculated.

Rule 9

Figures of the production of tin in any producing country for any period earlier than forty-two months before the date of any re-determination shall not be employed in that re-determination.

Rule 10

Notwithstanding the provisions of the foregoing rules, the Council may reduce the percentage of any producing country which has failed to export the whole of its permissible export tonnage as determined under paragraph (k) of Article 33 or any greater amount accepted by it under paragraph (n) of that Article. In considering its decision, the Council shall regard as mitigating circumstances that the producing country concerned surrendered under paragraph (n) of Article 33 a part of its permissible export tonnage in time for effective steps to be taken by the other producing countries to make good the deficit or that the producing country concerned which has failed to export the amount determined under paragraph (o) of Article 33 has exported the whole amount of its permissible export as determined under paragraph (k) or (n) of Article 33.

Rule 11

If a reduction in the percentage of any producing country is made in accordance with Rule 10, the percentage so made available shall be distributed among the other producing countries in proportion to their percentages current at the date of the decision to make the reduction.

Rule 12

If, by the application of the foregoing rules, the percentage of a producing country is reduced to less than the minimum figure permitted by the operation of the proviso to paragraph (m) (i) of Article 33, then the percentage of that country shall be restored to such minimum figure and the percentages of the other producing countries shall be proportionately reduced so that the total of the percentages is restored to one hundred.

Rule 13

For the purposes of paragraph (m) (ii) of Article 33, the following circumstances *inter alia* may be regarded as exceptional: a national disaster, a major strike which has paralysed the tin mining industry for a substantial period, a major breakdown of power supplies or of the main line of transport to the coast.

Rule 14

For the purposes of these rules, the calculation for producing countries which are substantial consumers of tin derived from their domestic mine production shall be based on their exports of tin and not on mine production of tin. In the first re-determination of Annex A under Rule 1 the calculation in the case of Australia shall be on the basis of the last four quarters for which export figures of tin are available provided that the percentage figure arrived at shall be equivalent to a tonnage figure not less than 4 572 tons.

Rule 15

In this Annex the expression 'the production of tin' shall be deemed to refer exclusively to mine production, and smelter production shall accordingly be ignored.

ANNEX H

Procedure for ascertaining shares in the buffer stock

For the purpose of ascertaining the share of each contributing country in the buffer stock, the Manager shall adopt the following procedure:

(i) The contributions of each contributing country to the buffer stock (excluding any voluntary contribution or part of a voluntary contribution which has been made under paragraph (a) of Article 22 and which has been refunded under paragraph (c) of Article 22) shall be evaluated, and for this purpose any contribution or portion of any contribution made by a contributing country in metal shall be calculated at the floor price in effect on the date of entry into force of this Agreement and shall be added to the total contributions made by that country in cash.

(ii) All the tin metal held by the Manager on the date of termination of this Agreement shall be valued on the basis of the settlement price of tin on the London Metal Exchange on that date and an amount to that value shall be added to the total cash held by him at that date after setting aside a sum as required by paragraph (a) of Article 31.

(iii) If the total arrived at under clause (ii) of this Annex is greater than the sum total of all the contributions made to the buffer stock by all the contributing countries (calculated in accordance with clause (i) of this Annex) the surplus shall be apportioned among the contributing countries in proportion to the total contributions to the buffer stock of each contributing country multiplied by the number of days that such contributions have been at the disposal of the Manager up to the termination of this Agreement. For this purpose contributions in tin metal shall be calculated in accordance with clause (i) of this Annex and each individual contribution (in metal or in cash) shall be multiplied by the number of days that it has been at the disposal of the Manager and, for the purpose of calculating the number of days that a contribution has been at the disposal of the Manager, neither the day on which the contribution was received by him nor the day of the termination of this Agreement shall be counted. The amount of surplus so apportioned to each contributing country shall be added to the total of the contributions

of that country (calculated in accordance with clause (i) of this Annex): Provided, however, that in calculating the apportionment of such a surplus a forfeited contribution shall not be regarded as having been at the disposal of the Manager during the period of forfeiture.

(iv) If the total arrived at under clause (ii) of this Annex is less than the sum of all the contributions made to the buffer stock by all the contributing countries, the deficit shall be apportioned among the contributing countries in proportion to their total contribution. The amount of the deficit so apportioned to each contributing country shall be deducted from the total of the contributions of that country. The contribution referred to in this clause shall be calculated in accordance with clause (i) of this Annex.

(v) The result of the foregoing calculation shall in the case of each contributing country be treated as its share of the buffer stock.

DECLARATIONS OR RESERVATIONS

CZECHOSLOVAKIA

On this occasion the Ambassador of the Czechoslovak Socialist Republic has the honour to advise that the Czechoslovak Socialist Republic deems it necessary to state the following:

1. It considers the provisions of Articles 2 and 49 of the Agreement under which a Contracting Party may propose participation for any territory, for whose international relations the Contracting Party is responsible, to be unacceptable since they are in contradiction with the Declaration of the United Nations General Assembly on the granting of independence to colonial countries and peoples, adopted by Resolution 1514/XV on 14 December 1960.

2. It considers the provisions of Articles 44 and 48 of the Agreement which limit the opportunity for the participation in the Agreement by some States as being unacceptable as they are at variance with the universally recognized principle of sovereign equality of States.

3. The reference to China (Taiwan) in Annex B of the Agreement is illegal since there is only one Chinese State – the Chinese People's Republic – which can act on behalf of China.

4. The reference to the so-called Korean Republic in Annex B of the Agreement is illegal since the South Korean authorities cannot act on behalf of Korea.

5. Signing of the Agreement by the Commission of the European Economic Community is in contradiction with the provision of Article 44 of the Agreement which provides that the Agreement shall be open to signature on behalf of countries participating in the Third International Tin Agreement and on behalf of Governments

of independent States represented at the United Nations Tin Conference in 1970, as well as with the provision of Article 50 of the Agreement which allows the participation of an intergovernmental organization in the Agreement but which cannot extend the application of Article 44 of the Agreement and does not authorize such an organization to sign this Agreement.

POLAND

1. The Government of the Polish People's Republic desires to become a party to the Fourth International Tin Agreement as a consuming country.

2. The Government of the Polish People's Republic while declaring its agreement to be bound by the provisions of the Fourth International Tin Agreement in which there is a mention of China (Taiwan), hereby declares that this by no means should be considered as either recognition of the Kuomintang Authority over the territory of Taiwan or recognition of the so-called Chinese Nationalist Government.

HUNGARY

30 December 1970

1. The Hungarian People's Republic, in accordance with the provisions of paragraph (a) of Article 4 of the Agreement, declares that it desires to accede to this Agreement as a consuming country.

2. The Hungarian People's Republic calls attention to the provisions of paragraphs (a) and (b) of Article 48 of the Agreement which for certain States preclude the possibility of participation in the Agreement. The Hungarian People's Republic declares that these pro-

visions are contrary to the fundamental principles of international law regarding universality.

3. The Hungarian People's Republic points out that the provisions of Article 49 of the Agreement run counter to the United Nations General Assembly Resolution of 14 December 1960 on the granting of independence to colonial countries and peoples.

HUNGARY

30 September 1971

The signing of the Fourth International Tin Agreement by the European Economic Community is contrary to Article 44 of the Agreement which says that 'This Agreement shall be open for signature in London with the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as the depositary Government) from 1 July 1970 to 29 January 1971 inclusive, on behalf of countries participating in the Third International Tin Agreement and on behalf of Governments of independent States represented at the United Nations Tin Conference, 1970.'

The signing of the Agreement on behalf of the European Economic Community was made possible by a reference to Article 50, although this provision states that 'An intergovernmental organization having responsibilities in respect of the negotiation of international agreements may participate in the International Tin Agreement. Such an organization shall not itself have the right to vote. On matters within its competence the voting rights of its Member States may be exercised collectively.'

It does not follow from this provision that it would extend the effect of Article 44 to authorize intergovernmental organizations to sign the Agreement in question.

The fact that it was made possible for the European Economic Community to sign the Agreement is a violation of its provisions and of the resolutions of the International Tin Conference as drafter of the Agreement.

The Embassy of the Hungarian People's Republic requests His Excellency to bring the above statement to the notice of all States, Parties to the Fourth International Tin Agreement.

USSR

28 January 1971

In signing the 1970 International Tin Agreement the Union of Soviet Socialist Republics deems it necessary to state the following:

(a) The provisions of Articles 44 and 48 of the Agreement which limit the opportunity for the participation in the Agreement by some States are at variance with the universally recognized principle of sovereign equality of States.

(b) The provisions of Articles 2 and 49 of the Agreement concerning the extension by the Contracting Parties of its operation on the territories, for whose international relations they are responsible, are obsolete and in contradiction with the Declaration by the UN General Assembly on the granting of independence to colonial countries and peoples (Resolution 1514/XV of 14 December 1960).

(c) The reference to China (Taiwan) in Annex B of the Agreement is illegal since the Chiang Kai-shek clique does not represent anybody and is not entitled to act on behalf of China. There is only one Chinese State in the world – the Chinese People's Republic.

(d) The reference to the so-called Korean Republic in Annex B of the Agreement is illegal for the South Korean authorities can by no means act on behalf of Korea.

USSR

London, 19 February 1971

The signature of the International Tin Agreement, 1970, on behalf of the European Economic Community contradicts Article 44 of the Agreement which provides for the signature of the same only 'on behalf of countries participating in the Third International Tin Agreement and on behalf of Governments of independent States represented at the UN Tin Conference, 1970'. As regards Article 50 of the Agreement, it does not follow from its contents that it extends the provisions of Article 44 and accords to intergovernmental organizations the right to sign the Agreement under reference.

In this connection affording the EEC the opportunity to sign the International Tin Agreement, 1970, is a violation of the terms of the Agreement under reference which were drawn up at the Conference.

The Embassy requests that the above statement be brought to the notice of all the countries which are connected with the International Tin Agreement, 1970.

INFORMATION CONCERNING

The Fourth International Tin AGREEMENT (1)

Open for signature: 1 July 1970 – 29 January 1971 in London (United Kingdom)
Depositary: Government of the United Kingdom of Great Britain and Northern Ireland, London (United Kingdom)
Date of entry into force: provisional 1 July 1971 – definitive 23 September 1971 (2)
Duration: 5 years

Contracting Parties	Date of signature	Date of declaration of intention to ratify, approve or accept the Agreement	Date of deposit of instruments		Date of entry into force (4)	Declarations or reservations (5)
			of ratification, approval or acceptance, etc.	of accession		
Producer countries						
AUSTRALIA	28. 1.1971		9. 6.1971			
BOLIVIA	25. 1.1971		28. 6.1971			
INDONESIA	12. 1.1971		29. 6.1971			
MALAYSIA	9.12.1970		27. 5.1971			
NIGERIA	28. 1.1971	25. 6.1971	23. 9.1971			
THAILAND	20. 1.1971		29. 6.1971			
ZAIRE	22. 1.1971	25. 6.1971	28.10.1971		28.10.1971	
Consumer countries						
EEC	27. 1.1971	30. 6.1971	28. 3.1972		28. 3.1972	
BELGIUM/LUXEMBOURG (3)	27. 1.1971	24. 6.1971	24. 7.1973		23. 7.1973	
DENMARK	28. 1.1971		28. 6.1971			

GERMANY (F.R.)	27. 1.1971	28. 6.1971	22.12.1971		22.12.1971	
FRANCE	8.12.1970		28. 6.1971			
IRELAND				6. 7.1973	6. 7.1973	
ITALY	27. 1.1971	30. 6.1971	25. 7.1973		25. 7.1973	
NETHERLANDS	27. 1.1971	29. 6.1971	24. 3.1972		24. 3.1972	
UNITED KINGDOM	10. 9.1970		7. 4.1971			
AUSTRIA	25. 1.1971	30. 6.1971	27. 9.1971		27. 9.1971	
BULGARIA	22.12.1970	30. 6.1971	23. 9.1971			
CANADA	29. 1.1971		13. 5.1971			
CZECHOSLOVAKIA	14. 1.1971		1. 7.1971			Yes
HUNGARY	30.12.1970		10. 3.1971			Yes
INDIA	27. 1.1971	30. 6.1971	30. 7.1971			
JAPAN	26. 1.1971		9. 6.1971			
REPUBLIC OF KOREA	27. 1.1971	21. 6.1971	17. 2.1972		17. 2.1972	
MEXICO	14. 8.1970					
POLAND	15. 1.1971		30. 6.1971			Yes
ROMANIA				4. 1.1973	4. 1.1973	
SPAIN	23.12.1970	7. 6.1971	8. 2.1972		8. 2.1972	
TURKEY						
UNION OF SOVIET SOCIALIST REPUBLICS	28. 1.1971		21. 6.1971			Yes
YUGOSLAVIA	29. 1.1971	30. 6.1971	11. 5.1972		11. 5.1972	

(1) OJ No L 90, 17.4.1972.
(2) See Article 46(a) of the Agreement.
(3) In signing and ratifying the Agreement, Belgium was also acting on behalf of the Grand Duchy of Luxembourg.
(4) This date is only given where it falls after the date of definitive entry into force of the Agreement.
(5) The texts of these declarations or reservations will be found on p. 665.

INTERNATIONAL COCOA AGREEMENT 1972[1]

COUNCIL DECISION

of 26 June 1973

on the notification of the European Economic Community's intention to implement the 1972 International Cocoa Agreement on a provisional basis

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 Council decided on 4 January 1973 that the Community would participate in the 1972 International Cocoa Agreement in accordance with Article 4 thereof;

Whereas the said Agreement was signed on behalf of the Community on 15 January 1973 and whereas pending the completion of the procedures necessary for its approval, the Community has declared its intention to approve this Agreement in accordance with Article 65;

Whereas it is now desirable that the Community should indicate that it will implement the said Agreement on a provisional basis,

HAS ADOPTED THIS DECISION:

Sole Article

1. In accordance with Article 66 of the 1972 International Cocoa Agreement, the European Economic Community shall notify the

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[1] Not published in the OJ.

Secretary-General of the United Nations before 30 June 1973 that it will implement this Agreement on a provisional basis when it enters into force in accordance with Article 67.

2. The President of the Council is hereby authorized to nominate the person empowered to give this notification.

Done at Luxembourg, 26 June 1973.

For the Council
The President
(s.) R. VAN ELSLANDE

Certified copy

A. ZIPCY
Director-General
Secretary-General a.i.

INTERNATIONAL COCOA AGREEMENT, 1972

CONTENTS

INTERNATIONAL COCOA AGREEMENT, 1972

Chapter I

OBJECTIVES

Article 1

OBJECTIVES

The objectives of this Agreement take into account the recommendations as contained in the Final Act of the first session of the United Nations Conference on Trade and Development and are:

(a) to alleviate serious economic difficulties which would persist if adjustment between the production and consumption of cocoa cannot be effected by normal market forces alone as rapidly as circumstances require;

(b) to prevent excessive fluctuations in the price of cocoa which affect adversely the long-term interests of both producers and consumers;

(c) to make arrangements which will help stabilize and increase the export earnings from cocoa of producing countries thereby helping to provide such countries with resources for accelerated economic growth and social development, while at the same time taking into account the interests of consumers in importing countries;

(d) to assure adequate supplies at reasonable prices, equitable to producers and consumers; and

(e) to facilitate expansion of consumption and, if necessary, and in so far as possible, an adjustment of production, so as to secure an equilibrium in the long term between supply and demand.

Chapter II

DEFINITIONS

Article 2

DEFINITIONS

For the purposes of this Agreement:

(a) *Cocoa* means cocoa beans and cocoa products:

(b) *Cocoa products* means products made exclusively from cocoa beans, such as cocoa paste, cocoa butter, unsweetened cocoa powder, cocoa cake and cocoa nibs as well as such other products containing cocoa as the Council may determine if necessary;

(c) *Fine or flavour cocoa* means cocoa produced in the countries listed in Annex C to the extent specified therein;

(d) *Ton* means the metric ton of 1 000 kilograms or 2204.6 pounds; and *pound* means 453.597 grams;

(e) *Crop year* means the period of twelve months from 1 October to 30 September inclusive;

(f) *Quota year* means the period of twelve months from 1 October to 30 September inclusive;

(g) *Basic quota* means the quota referred to in Article 30;

(h) *Annual export quota* means the quota, of each exporting member, as determined under Article 31;

(i) *Export quota in effect* means the quota of each exporting member, at any given time, as determined under Article 31, or as adjusted under Article 34, or as reduced under paragraphs (4), (5) and (6) of Article 35, or as may be affected under the provisions of Article 36;

(j) *Export of cocoa* means any cocoa which leaves the customs territory of any country; and *import of cocoa* means any cocoa which enters the customs territory of any country; provided that for the purposes

of these definitions customs territory shall, in the case of a member which comprises more than one customs territory, be deemed to refer to the combined customs territories of that member;

(k) *Organization* means the International Cocoa Organization established under Article 5;

(l) *Council* means the International Cocoa Council referred to in Article 6;

(m) *Member* means a Contracting Party to this Agreement, including a Contracting Party as referred to in paragraph (2) of Article 3, or a territory or a group of territories in respect of which a notification has been made in accordance with paragraph (2) of Article 70, or an intergovernmental organization as provided for in Article 4;

(n) *Exporting country* or *exporting member* means a country or a member respectively whose exports of cocoa expressed in terms of beans exceed its imports;

(o) *Importing country* or *importing member* means a country or a member respectively whose imports of cocoa expressed in terms of beans exceed its exports;

(p) *Producing country* or *producing member* means a country or member respectively which grows cocoa in commercially significant quantities;

(q) *Simple distributed majority vote* means a majority of the votes cast by exporting members and a majority of the votes cast by importing members, counted separately;

(r) *Special vote* means two-thirds of the votes cast by exporting members and two-thirds of the votes cast by importing members, counted separately, on condition that the number of votes thus expressed represents half the present and voting members;

(s) *Entry into force* means, except when qualified, the date on which this Agreement first enters into force, whether provisionally or definitively.

Chapter III

MEMBERSHIP

Article 3

MEMBERSHIP IN THE ORGANIZATION

1. Each Contracting Party shall constitute a single member of the Organization, except as otherwise provided in paragraph (2).

2. If any Contracting Party, including the territories for whose international relations it is for the time being ultimately responsible and to which this Agreement is extended in accordance with paragraph (1) of Article 70, consists of one or more units that would individually constitute an exporting member and of one or more units that would individually constitute an importing member, there may be either a joint membership for the Contracting Party together with these territories or, where the Contracting Party has made a notification to that effect under paragraph (2) of Article 70, separate membership, singly, all together or in groups for the territories that would individually constitute an exporting member and separate membership singly, all together or in groups for the territories that would individually constitute an importing member.

Article 4

MEMBERSHIP BY INTERGOVERNMENTAL ORGANIZATIONS

1. Any reference in this Agreement to a 'Government invited to the United Nations Cocoa Conference, 1972' shall be construed as including a reference to any intergovernmental organization having responsibilities in respect of the negotiation, conclusion and application of international agreements, in particular commodity agreements. Accordingly, any reference in this Agreement to signature or to deposit of instruments of ratification, acceptance or approval or to notification or to indication

of provisional application or to accession by a Government shall, in the case of such intergovernmental organizations, be construed as including a reference to signature, or to deposit of instruments of ratification, acceptance or approval or to notification or to indication of provisional application or to accession by such intergovernmental organizations.

2. Such intergovernmental organizations shall not themselves have any votes, but in the case of a vote on matters within their competence, they shall be entitled to cast the votes of their Member States and shall cast them collectively. In such cases, the Member States of such intergovernmental organizations shall not be entitled to exercise their individual voting rights.

3. The provisions of paragraph (1) of Article 15 shall not apply to such intergovernmental organizations; but they may participate in the discussions of the Executive Committee on matters within their competence. In the case of a vote on matters within their competence, the votes that their Member States are entitled to cast in the Executive Committee shall be cast collectively by any one of those Member States.

Chapter IV

ORGANIZATION AND ADMINISTRATION

Article 5

ESTABLISHMENT, HEADQUARTERS AND STRUCTURE OF THE INTERNATIONAL COCOA ORGANIZATION

1. The International Cocoa Organization is hereby established to administer the provisions of this Agreement and to supervise its operation.

2. The Organization shall function through:

(a) the International Cocoa Council and the Executive Committee;

(b) the Executive Director and the staff.

3. The Council shall decide at its first session on the location of the headquarters of the Organization.

Article 6

COMPOSITION OF THE INTERNATIONAL COCOA COUNCIL

1. The highest authority of the Organization shall be the International Cocoa Council, which shall consist of all the members of the Organization.

2. Each member shall be represented on the Council by a representative and, if it so desires, by one or more alternates. Each member may also appoint one or more advisers to its representative or alternates.

Article 7

POWERS AND FUNCTIONS OF THE COUNCIL

1. The Council shall exercise all such powers and perform or arrange for the performance of all such functions as are necessary to carry out the express provisions of this Agreement.

2. The Council shall adopt by special vote such rules and regulations as are necessary to carry out the provisions of this Agreement and are consistent therewith, including its rules of procedure and those of its committees, the financial and staff regulations of the Organization and rules for the operation and administration of the buffer stock. The Council may, in its rules of procedure, provide a procedure whereby it may, without meeting, decide specific questions.

3. The Council shall keep such records as are required to perform its functions under this Agreement and such other records as it considers appropriate.

4. The Council shall publish an annual report. This report shall cover the annual review for which provision is made in Article 58. The Council shall also publish such other information as it considers appropriate.

Article 8

CHAIRMAN AND VICE-CHAIRMAN OF THE COUNCIL

1. The Council shall elect a Chairman and a Vice-Chairman for each quota year, who shall not be paid by the Organization.

2. The Chairman and the Vice-Chairman shall be elected, one from among the delegations of the exporting members and the other from among the delegations of the importing members. This distribution shall alternate each quota year.

3. In the temporary absence of both the Chairman and the Vice-Chairman or the permanent absence of one or both, the Council may elect from among the appropriate delegations new officers, temporary or permanent as required.

4. Neither the Chairman nor any other officer presiding at meetings of the Council shall vote. His alternate may exercise the voting rights of the member which he represents.

Article 9

SESSIONS OF THE COUNCIL

1. As a general rule, the Council shall hold one regular session in each half of the quota year.

2. The Council, in addition to meeting in the other circumstances specifically provided for in this Agreement, shall also meet in special session whenever it so decides or on the request of:

(a) any five members; or

(b) a member or members having at least 200 votes; or

(c) the Executive Committee.

3. Notice of sessions shall be given at least 30 days in advance, except in case of emergency or where the provisions of this Agreement require otherwise.

4. Sessions shall be held at the headquarters of the Organization unless by special vote the Council decides otherwise. If on the invitation of any member the Council meets elsewhere than at the headquarters of the Organization, that member shall pay the additional costs involved.

Article 10

Votes

1. The exporting members shall together hold 1 000 votes and the importing members shall together hold 1 000 votes, distributed within

each category of members — that is, exporting and importing members, respectively — in accordance with the following paragraphs of this Article.

2. The votes of exporting members shall be distributed as follows: 100 shall be divided equally among all exporting members to the nearest whole vote for each member. The remaining votes shall be distributed in proportion to the basic quotas.

3. The votes of importing members shall be distributed as follows: 100 shall be divided equally among all importing members to the nearest whole vote for each member. The remaining votes shall be distributed in proportion to their imports as set out in Annex D.

4. No member shall have more than 300 votes. Any votes above this figure arising from the calculations in paragraphs (2) and (3) shall be redistributed among other members on the basis of paragraphs (2) and (3) respectively.

5. When the membership in the Organization changes or when the voting rights of a member are suspended or restored under any provision of this Agreement, the Council shall provide for the redistribution of votes in accordance with this Article.

6. There shall be no fractional votes.

Article 11

VOTING PROCEDURE OF THE COUNCIL

1. Each member shall be entitled to cast the number of votes it holds and cannot divide its votes. It may, however, cast differently from such votes any votes which it is authorized to cast under paragraph (2).

2. By written notification to the Chairman of the Council, any exporting member may authorize any other exporting member, and any importing member may authorize any other importing member, to represent its interests and to cast its votes at any meeting of the Council. In this case the limitation provided for in paragraph (4) of Article 10 shall not apply.

3. Exporting members producing exclusively fine or flavour cocoa shall not take part in voting on matters relating to the establishing and adjustment of quotas and the administration and operation of the buffer stock.

Article 12

DECISIONS OF THE COUNCIL

1. All decisions of the Council shall be taken, and all recommendations shall be made, by a simple distributed majority vote cast by the members of the Council unless this Agreement provides for a special vote.

2. In arriving at the number of votes necessary for any of the decisions or recommendations of the Council, votes of members abstaining shall not be reckoned.

3. The following procedure shall apply with respect to any action by the Council which under this Agreement requires a special vote:

(a) if the required majority is not obtained because of the negative vote of three or less exporting or three or less importing members, the proposal shall, if the Council so decides by a simple distributed majority vote, be put to a vote again within 48 hours;

(b) if the required majority is again not obtained because of the negative vote of two or less importing or two or less exporting members, the proposal shall, if the Council so decides by a simple distributed majority vote, be put to a vote again within 24 hours;

(c) if the required majority is not obtained in the third vote because of the negative vote cast by one exporting member or one importing member, the proposal shall be considered adopted;

(d) if the Council fails to put a proposal to a further vote, it shall be considered rejected.

4. Members undertake to accept as binding all decisions of the Council under the provisions of this Agreement.

Article 13

COOPERATION WITH OTHER ORGANIZATIONS

1. The Council shall make whatever arrangements are appropriate for consultation or cooperation with the United Nations and its organs, in particular the United Nations Conference on Trade and Development and with the Food and Agriculture Organization and such other specialized agencies of the United Nations and intergovernmental organizations as may be appropriate.

2. The Council, bearing in mind the particular role of the United Nations Conference on Trade and Development in international commodity trade, shall as appropriate keep that organization informed of its activities and programmes of work.

3. The Council may also make whatever arrangements are appropriate for maintaining effective contact with international organizations of cocoa producers, traders and manufacturers.

Article 14

ADMISSION OF OBSERVERS

1. The Council may invite any non-member that is a member of the United Nations, its specialized agencies or the International Atomic Energy Agency to attend any of its meetings as an observer.

2. The Council may also invite any of the organizations referred to in Article 13 to attend any of its meetings as an observer.

Article 15

COMPOSITION OF THE EXECUTIVE COMMITTEE

1. The Executive Committee shall consist of eight exporting members and eight importing members, provided that if either the number of exporting members in the Organization or the number of importing members in the Organization is ten or less the Council may, while maintaining parity between the two categories of members, decide by special vote the total number on the Executive Committee. Members of the Executive Committee shall be elected for each quota year in accordance with Article 16 and may be re-elected.

2. Each elected member shall be represented on the Executive Committee by a representative and, if it so desires, by one or more alternates. Each member may also appoint one or more advisers to its representative or alternates.

3. The Chairman of the Executive Committee shall be elected by the Council for each quota year and may be re-elected. In the temporary or permanent absence of the Chairman, the Executive Committee may elect an acting Chairman until the Chairman returns or until a new Chairman is elected by the Council. Neither the Chairman nor the acting Chairman shall vote. If a representative is elected Chairman or acting Chairman, his alternate may vote in his place.

4. The Executive Committee shall meet at the headquarters of the Organization unless by special vote it decides otherwise. If on the invitation of any member the Executive Committee meets elsewhere than at the headquarters of the Organization, that member shall pay the additional costs involved.

Article 16

ELECTION OF THE EXECUTIVE COMMITTEE

1. The exporting and importing members of the Executive Committee shall be elected in the Council by the exporting and importing members of the Organization respectively. The election within each category shall be held in accordance with the following paragraphs of this Article.

2. Each member shall cast all the votes to which it is entitled under Article 10 for a single candidate. A member may cast for another candidate any votes which it is authorized to cast under paragraph (2) of Article 11.

3. The candidates receiving the largest number of votes shall be elected.

Article 17

COMPETENCE OF THE EXECUTIVE COMMITTEE

1. The Executive Committee shall be responsible to and work under the general direction of the Council.

2. The Executive Committee shall keep the market under continuous review and recommend to the Council such measures as it may consider advisable.

3. Without prejudice to the right of the Council to exercise any of its powers the Council may, by a simple distributed majority vote or a special vote depending on whether a decision by the Council on the subject requires a simple distributed majority vote or a special vote, delegate to the Executive Committee the exercise of any of its powers, except the following:

(a) redistribution of votes under Article 10;

(b) approval of the administrative budget and assessment of contributions under Article 23;

(c) revision of the minimum and maximum prices under paragraph (2) of Article 29;

(d) revision of Annex C under paragraph (3) of Article 33;

(e) determination of annual export quotas under Article 31 and quarterly quotas under paragraph (8) of Article 35;

(f) restriction or suspension of purchases by the buffer stock under paragraph (9)(b) of Article 39;

(g) action relating to diversion of cocoa to non-traditional uses under Article 45;

(h) relief from obligations under Article 59;

(i) decision of disputes under Article 61;

(j) suspension of rights under paragraph (3) of Article 62;

(k) establishment of conditions for accession under Article 68;

(l) exclusion of a member under Article 72;

(m) extension or termination of this Agreement under Article 74;

(n) recommendation of amendments to members under Article 75.

4. The Council may at any time, by a simple distributed majority vote, revoke any delegation of powers to the Executive Committee.

Article 18

VOTING PROCEDURE AND DECISIONS OF THE EXECUTIVE COMMITTEE

1. Each member of the Executive Committee shall be entitled to cast the number of votes received by it under the provisions of Article 16 and cannot divide its votes.

2. Without prejudice to the provisions of paragraph (1) and by informing the Chairman in writing, any exporting or importing member which is not a member of the Executive Committee and which has not cast its votes under paragraph (2) of Article 16 for any of the members elected may authorize any exporting or importing member of the Executive Committee as appropriate to represent its interests and to cast its votes in the Executive Committee.

3. In the course of any quota year a member may, after consultation with the member of the Executive Committee for which it voted under Article 16, withdraw its votes from that member. The votes thus withdrawn may be reassigned to another member of the Executive Committee but may not be withdrawn from that member for the remainder of that quota year. The member of the Executive Committee from which the votes have been withdrawn shall nevertheless retain its seat on the Executive Committee for the remainder of that quota year. Any action taken pursuant to the provisions of this paragraph shall become effective after the Chairman has been informed in writing thereof.

4. Any decision taken by the Executive Committee shall require the same majority as that decision would require if taken by the Council.

5. Any member shall have the right of appeal to the Council, under such conditions as the Council shall prescribe in its rules of procedure, against any decision of the Executive Committee.

Article 19

QUORUM FOR THE COUNCIL AND THE EXECUTIVE COMMITTEE

1. The quorum for the opening meeting of any session of the Council shall be constituted by the presence of a majority of exporting members

and a majority of importing members, provided that such members together hold in each category at least two-thirds of the total votes of the members in that category.

2. If there is no quorum in accordance with paragraph (1) on the day appointed for the opening meeting of any session and on the following day, the quorum on the third day and throughout the remainder of the session shall be constituted by the presence of a majority of exporting members and a majority of importing members, provided that such members together hold in each category a simple majority of the total votes of the members in that category.

3. The quorum for meetings subsequent to the opening meeting of any session pursuant to paragraph (1) shall be that prescribed in paragraph (2).

4. Representation in accordance with paragraph (2) of Article 11 shall be considered as presence.

5. The quorum for any meeting of the Executive Committee shall be prescribed by the Council in the rules of procedure of the Executive Committee.

Article 20

THE STAFF OF THE ORGANIZATION

1. The Council, after consulting the Executive Committee, shall appoint the Executive Director by special vote. The terms of appointment of the Executive Director shall be fixed by the Council in the light of those applying to corresponding officials of similar intergovernmental organizations.

2. The Executive Director shall be the chief administrative officer of the Organization and shall be responsible to the Council for the administration and operation of this Agreement in accordance with the decisions of the Council.

3. The Council, after consulting the Executive Committee, shall appoint the Buffer Stock Manager by special vote. The terms of appointment of the Manager shall be fixed by the Council.

4. The Manager shall be responsible to the Council for the functions conferred upon him by this Agreement as well as for such additional functions as the Council may determine. The responsibility for these functions shall be exercised in consultation with the Executive Director.

5. Without prejudice to the provisions of paragraph (4) the staff of the Organization shall be responsible to the Executive Director, who in turn shall be responsible to the Council.

6. The Executive Director shall appoint the staff in accordance with regulations established by the Council. In drawing up such regulations the Council shall have regard to those applying to officials of similar intergovernmental organizations. Staff appointments shall be made in so far as is practicable from nationals of exporting and importing members.

7. Neither the Executive Director, the Manager nor any other member of the staff shall have any financial interest in the cocoa industry, cocoa trade, cocoa transportation or cocoa publicity.

8. In the performance of their duties, the Executive Director, the Manager and the other members of staff shall not seek or receive instructions from any member or from any other authority external to the Organization. They shall refrain from any action which might reflect on their position as international officials responsible only to the Organization. Each member undertakes to respect the exclusively international character of the responsibilities of the Executive Director, the Manager and the staff and not to seek to influence them in the discharge of their responsibilities.

Chapter V

PRIVILEGES AND IMMUNITIES

Article 21

PRIVILEGES AND IMMUNITIES

1. The Organization shall have legal personality. It shall in particular have the capacity to contract, to acquire and dispose of movable and immovable property and to institute legal proceedings.

2. The Government of the country in which the headquarters of the Organization is situated (hereinafter referred to as 'the host Government') shall, as soon as possible after the entry into force of the present Agreement, conclude with the Organization an agreement to be approved by the Council relating to the status, privileges and immunities of the Organization, of its Executive Director, its staff and experts and of representatives of members whilst in the territory of the host Government for the purpose of exercising their functions.

3. The agreement envisaged in paragraph (2) shall be independent of the present Agreement. It shall, however, terminate:

(a) by agreement between the host Government and the Organization, or

(b) in the event of the headquarters of the Organization being moved from the territory of the host Government, or

(c) in the event of the Organization ceasing to exist.

4. Pending the entry into force of the agreement envisaged in paragraph (2) the host Government shall grant exemption from taxation:

(a) on remuneration paid by the Organization to its employees other than those employees who are nationals of the host member, and

(b) on the assets, income and other property of the Organization.

5. Following the approval by the Council of the agreement envisaged in paragraph (2) the Organization may conclude with one or more other members agreements to be approved by the Council relating to such privileges and immunities as may be necessary for the proper functioning of the present Agreement.

Chapter VI

FINANCE

Article 22

FINANCE

1. There shall be kept two accounts — the Administrative Account and the Buffer Stock Account — for the administration and operation of this Agreement.

2. The expenses necessary for the administration and operation of this Agreement excluding those attributable to the operation and maintenance of the buffer stock instituted under Article 37, shall be brought into the Administrative Account and shall be met by annual contributions from members assessed in accordance with Article 23. If, however, a member requests special services, the Council may require that member to pay for them.

3. Any expenditure which is attributable to the operation and maintenance of the buffer stock under paragraph (6) of Article 37 shall be brought into the Buffer Stock Account. The liability of the Buffer Stock Account for any expenditure other than that specified in paragraph (6) of Article 37 shall be decided by the Council.

4. The financial year of the Organization shall be the same as the quota year.

5. The expenses of delegations to the Council, to the Executive Committee and to any of the committees of the Council or of the Executive Committee shall be met by the members concerned.

Article 23

APPROVAL OF THE ADMINISTRATIVE BUDGET AND ASSESSMENT OF CONTRIBUTIONS

1. During the second half of each financial year, the Council shall approve the administrative budget of the Organization for the following financial year, and shall assess the contribution of each member to that budget.

2. The contribution of each member to the administrative budget for each financial year shall be in the proportion which the number of its votes at the time the administrative budget for that financial year is approved bears to the total votes of all the members. In assessing contributions, the votes of each member shall be calculated without regard to the suspension of any member's voting rights or any redistribution of votes resulting therefrom.

3. The initial contribution of any member joining the Organization after the entry into force of this Agreement shall be assessed by the Council on the basis of the number of votes to be held by it and the period remaining in the current financial year, but the assessment made upon other members for the current financial year shall not be altered.

4. If this Agreement comes into force more than eight months before the beginning of the first full financial year, the Council shall at its first session approve an administrative budget covering only the period up to the commencement of the first full financial year. Otherwise the first administrative budget shall cover both the initial period and the first full financial year.

Article 24

PAYMENT OF CONTRIBUTIONS TO THE ADMINISTRATIVE BUDGET

1. Contributions to the administrative budget for each financial year shall be payable in freely convertible currencies, shall be exempt from foreign exchange restrictions, and shall become due on the first day of that financial year.

2. If at the end of five months after the beginning of the financial year a member has not paid its full contribution to the administrative budget, the Executive Director shall request the member to make payment as quickly as possible. If at the expiration of two months after the request of the Executive Director the member has still not paid its contribution, the voting rights of that member in the Council and the Executive Committee shall be suspended until such time as it has made full payment of the contribution.

3. A member whose voting rights have been suspended under paragraph (2) shall not be deprived of any of its other rights or relieved of any of its obligations under this Agreement unless the Council so decides by special vote. It shall remain liable to pay its contribution and to meet any other financial obligations under this Agreement.

Article 25

AUDIT AND PUBLICATION OF ACCOUNTS

1. As soon as possible but not later than six months after the close of each financial year, the statement of the Organization's accounts for that financial year and the balance sheet at the close of that financial year under each of the accounts referred to in paragraph (1) of Article

22 shall be audited. The audit shall be carried out by an independent auditor of recognized standing in cooperation with two qualified auditors from member Governments, one from exporting members and one from importing members to be elected by the Council for each financial year. The auditors from member Governments shall not be paid by the Organization.

2. The terms of appointment of the independent auditor of recognized standing as well as the intentions and objectives of the audit shall be laid down in the financial regulations of the Organization. The audited statement of the Organization's accounts and the audited balance sheet shall be presented to the Council at its next regular session for approval.

3. A summary of the audited accounts and balance sheet shall be published.

Chapter VII

PRICE, QUOTAS, BUFFER STOCK AND DIVERSION TO NON-TRADITIONAL USES

Article 26

OPERATION OF THIS AGREEMENT

1. In furthering the objectives of this Agreement, members shall adopt measures for maintaining the price of cocoa beans between agreed prices, and for that purpose and under the control of the Council an export quota system shall be established, a buffer stock arrangement shall be instituted and arrangements shall be made for the diversion to non-traditional uses, under strict regulation, of cocoa surplus to quotas and of cocoa beans surplus to the buffer stock.

2. Members shall conduct their trade policies so that the objectives of this Agreement may be attained.

Article 27

CONSULTATION AND COOPERATION WITH THE COCOA INDUSTRY

1. The Council shall encourage members to seek the views of experts in cocoa matters.

2. Members shall, in fulfilling their obligations under this Agreement, conduct their activities in a manner consonant with the established channels of trade and shall take due account of the legitimate interests of the cocoa industry.

3. Members shall not interfere with the arbitration of commercial disputes between cocoa buyers and sellers if contracts cannot be fulfilled because of regulations established in order to implement this Agreement, nor place impediments in the way of the conclusion of arbitration proceedings. The requirement of members to comply with the provisions of this Agreement shall not be accepted as grounds for non-fulfilment of contract or as a defence in such cases.

Article 28

DAILY PRICE AND INDICATOR PRICE

1. For the purposes of this Agreement, the price of cocoa beans shall be determined by reference to a daily price and an indicator price.

2. The daily price shall, subject to paragraph (3), be the average taken daily of the quotations for cocoa beans of the nearest three active future trading months on the New York Cocoa Exchange at noon and on the London Cocoa Terminal Market at closing time. The London prices shall be converted to US cents per pound by using the current six months forward rate of exchange published in London at closing time. The Council shall decide the method of calculation to be used when the quotations on only one of these two cocoa markets are available or when the London Exchange Market is closed. The time for shift to the next three months period is the fifteenth of the month immediately preceding the nearest active maturing month.

3. The Council may, by special vote, decide on any other method of determining the daily price if it considers such method to be more satisfactory than that set out in paragraph (2).

4. The indicator price shall be the average of the daily prices over a period of 15 consecutive market days or, for the purposes of paragraph (4) of Article 34, over a period of 22 consecutive market days. Any reference in this Agreement to the indicator price being at, below or

above any figure means that the average of the daily prices over the required period of consecutive market days has been at, below or above that figure; the required period of consecutive market days shall commence on the first day on which the daily price is at, below or above that figure.

Article 29

PRICES

1. For the purpose of this Agreement a minimum price of cocoa beans shall be established at 23 US cents per pound and a maximum price at 32 US cents per pound.

2. Before the end of the second quota year the Council shall review these prices and may, by special vote, revise them, except that the range between the minimum and the maximum prices shall remain the same. The provisions of Article 75 shall not be applicable to the revision of prices under the present paragraph.

Article 30

BASIC QUOTAS

1. For the first quota year each exporting member listed in Annex A shall have the basic quota set out in that Annex. There shall be no basic quota for the exporting members producing less than 10 000 tons of bulk cocoa listed in Annex B.

2. Before the beginning of the second quota year and taking into account the tonnages of cocoa produced by each exporting member in each of the three immediately preceding crop years for which final figures of production have been furnished to the Council, the basic quotas shall be automatically revised and the new basic quotas to apply for the remaining life of this Agreement shall be calculated on the following basis:

(a) Where, for any exporting member, the highest annual production figure during the three preceding crop years aforementioned is higher than the production figure set out in Annex A, the higher

of these two comparative figures shall be adopted in calculating the new basic quota which shall apply in respect of that member for the remaining life of this Agreement.

(b) Where, for any exporting member, the highest annual production figure during the three preceding crop years aforementioned is more than 20% below the production figure set out in Annex A, the lower of these two comparative figures shall be adopted in calculating the new basic quota which shall apply in respect of that member for the remaining life of this Agreement.

(c) Where, for any exporting member, the highest annual production figure during the three preceding crop years aforementioned falls below the production figure set out in Annex A but the shortfall is not more than 20%, the production figure set out in Annex A shall be adopted in calculating the new basic quota which shall apply in respect of that member for the remaining life of this Agreement.

3. The Council shall revise the lists in Annexes A and B if the development of production of an exporting member so requires.

Article 31

ANNUAL EXPORT QUOTAS

1. At least 40 days before the beginning of each quota year, the Council shall, by special vote, and taking into account all the relevant factors such as the past trend of grindings, the long-term trends in consumption, possible sales by the buffer stock, prospective stock variations, the current market price of cocoa and the estimate of production, adopt an estimate of world demand for cocoa in that quota year, together with an estimate of exports not subject to annual export quotas. In the light of these estimates, the Council shall forthwith by special vote determine annual export quotas of exporting members for that quota year in the manner set out in this Article.

2. If, at least 35 days before the beginning of the quota year, the Council is unable to reach agreement on annual export quotas the Executive Director shall submit to the Council his own proposal. The

Council shall immediately proceed to a decision by special vote on the proposal. The Council shall, in any event, determine the annual export quotas at least 30 days before the beginning of the quota year.

3. The annual export quota for each exporting member shall be proportionate to the basic quota as provided in Article 30.

4. On the presentation of such evidence as the Council considers satisfactory it shall authorize an exporting member producing less than 10 000 tons in any quota year to export that year a quantity not greater than its effective production available for exports.

Article 32

SCOPE OF EXPORT QUOTAS

1. Annual export quotas cover:

(a) exports of cocoa from exporting members; and

(b) cocoa from the current crop year registered for export within the limit of the export quota in effect at the end of the quota year but shipped after the quota year, provided that such exports shall be made not later than the end of the first quarter of the succeeding quota year and shall be subject to conditions to be established by the Council.

2. For the purpose of determining the beans equivalent of the exports of cocoa products from exporting members and exporting non-members the following shall be the conversion factors — cocoa butter: 1.33; cocoa cake and powder: 1.18; cocoa paste and nibs: 1.25. The Council may determine if necessary that other products containing cocoa are cocoa products. The conversion factors for cocoa products other than those for which conversion factors are set out in this paragraph shall be fixed by the Council.

3. The Council shall, on the basis of any document referred to in Article 48, keep the exports of cocoa products by exporting members and imports of cocoa products from exporting non-members under continuous observation. If the Council finds that, during the quota year, the difference between exports of cocoa cake and/or cocoa powder by an

exporting country and its exports of cocoa butter has considerably increased at the expense of cocoa cake and/or cocoa powder because, for example, of increased extraction-method processing, the conversion factors to be used for the purpose of determining the beans equivalent of its exports of cocoa products during that quota year, and/or, if the Council so decides, in a subsequent quota year, will be as follows: cocoa butter: 2.15; cocoa paste and nibs: 1.25; cocoa cake and powder: 0.30 with consequential adjustment in the contribution remaining to be collected in accordance with Article 38. However, this provision shall not apply if the decrease in exports of products other than cocoa butter is due to increased domestic human consumption or to other reasons — to be provided by the exporting country — considered as satisfactory and acceptable to the Council.

4. Deliveries to the Buffer Stock Manager by exporting members under paragraphs (2) and (3) of Article 39 and under paragraph (1) of Article 45, as well as diversion of cocoa under paragraph (2) of Article 45, shall not be counted against the export quotas of those members.

5. If the Council is satisfied that cocoa has been exported by exporting members for humanitarian or other non-commercial purposes, such cocoa shall not be counted against the export quotas of those members.

Article 33

FINE OR FLAVOUR COCOA

1. Notwithstanding Articles 31 and 38 the provisions of this Agreement concerning export quotas and contributions for financing the buffer stock shall not apply to fine or flavour cocoa from any exporting member listed in paragraph (1) of Annex C, whose production is exclusively of fine or flavour cocoa.

2. Paragraph (1) shall also apply in the case of any exporting member listed in paragraph (2) of Annex C, part of whose production consists of fine or flavour cocoa to the extent of the proportion of their production stated in paragraph (2) of Annex C. With regard to the remaining

proportion, the provisions of this Agreement concerning export quotas and contributions for financing the buffer stock and other limitations of this Agreement shall apply.

3. The Council may, by special vote, revise Annex C.

4. If the Council finds that the production of, or export from, countries listed in Annex C has risen sharply, it shall take appropriate steps to ensure that no abuse or evasion of this Agreement is taking place.

5. Each exporting member listed in Annex C undertakes to require the presentation of an authorized Council control document before permitting the export of fine or flavour cocoa from its territory. Each importing member undertakes to require the presentation of an authorized Council control document before permitting the import of fine or flavour cocoa into its territory.

Article 34

OPERATION AND ADJUSTMENT OF ANNUAL EXPORT QUOTAS

1. The Council shall keep the market situation under review and shall meet whenever circumstances so require.

2. The following quotas shall have effect unless the Council decides by special vote to increase or reduce them:

(a) When the indicator price is above the minimum price, and below or at the minimum price + 1 US cent per pound, the export quotas in effect shall be 90% of annual export quotas;

(b) When the indicator price is above the minimum price + 1, and below or at the minimum price + 3 US cents per pound, the export quotas in effect shall be 95% of annual export quotas;

(c) When the indicator price is above the minimum price + 3, and below or at the minimum price + 4½ US cents per pound, the export quotas in effect shall be 100% of annual export quotas;

(d) When the indicator price is above the minimum price + $4\frac{1}{2}$, and below or at the minimum price + 6 US cents per pound, the export quotas in effect shall be 105% of annual export quotas.

3. With regard to quota reductions which have been carried out pursuant to paragraph (2), the Council may, by special vote, decide that such reductions shall be restored at price levels higher than those stipulated in that paragraph, provided that such higher price levels shall be within the price zone within which the restored quota shall be in effect.

4. When the indicator price is above the minimum price + 6 US cents per pound the export quotas in effect shall be suspended unless the Council decides otherwise by special vote. In accordance with the provisions of paragraph (4) of Article 28, for the purpose of determining when the indicator price is above the minimum price + 6 US cents per pound, the average of the daily prices shall have been above the minimum price + 6 US cents per pound over a period of 22 consecutive market days. Once export quotas have been suspended, a period of the same duration shall apply for determining when the indicator price has fallen to, or below, the minimum price + 6 US cents per pound.

5. When the indicator price is at the minimum price + 8 US cents per pound, the Buffer Stock Manager shall commence sales from the buffer stock in accordance with the provisions of Article 40 unless the Council decides otherwise by special vote.

6. When the indicator price is at the maximum price, mandatory sales from the buffer stock shall take place under the terms provided for by paragraph (1) of Article 40.

7. When the indicator price is at the minimum price the Council shall meet within four working days to review the market situation and decide by special vote on further measures to defend the minimum price.

8. When the indicator price is above the maximum price the Council shall meet within four working days to review the market situation and decide by special vote on further measures to defend the maximum price.

9. During the last 45 days of the quota year there shall be no introduction of export quotas or reduction of export quotas in effect, unless the Council decides otherwise by special vote.

Article 35

COMPLIANCE WITH EXPORT QUOTAS

1. Members shall adopt the measures required to ensure full compliance with the obligations undertaken by them in this Agreement in respect of export quotas. The Council may call upon members to adopt additional measures, if necessary, for the effective implementation of the export quota system, including the making of regulations by exporting members providing for the registration of all their cocoa to be exported within the limit of the export quota in effect.

2. Exporting members undertake to regulate their sales in such a manner as to make for orderly marketing and to be in a position to comply at all times with their export quotas in effect. In any case, no exporting member shall export more than 85% and 90% of its annual export quota determined under Article 31 during the first two and the first three quarters respectively.

3. Each exporting member undertakes that the volume of its exports of cocoa shall not exceed its export quota in effect.

4. If an exporting member exceeds its export quota in effect by less than 1% of its annual export quota this shall not be considered as being a breach of paragraph (3). However, any such excess shall be deducted from the export quota in effect of the member concerned in the following quota year.

5. If an exporting member exceeds for the first time its export quota in effect beyond the margin of tolerance referred to in paragraph (4), that member shall sell to the buffer stock, unless the Council decides otherwise, an amount equal to the excess within three months of being discovered by the Council. This amount shall be automatically deducted from its export quota in effect for the quota year immediately following the one in which the breach took place. Sales to the buffer stock under this paragraph shall be made in accordance with paragraphs (5) and (6) of Article 39.

6. If an exporting member exceeds for a second or subsequent time its export quota in effect beyond the margin of tolerance referred to in paragraph (4), that member shall sell to the buffer stock, unless the Council decides otherwise, an amount equal to twice the excess within three months of being discovered by the Council. This amount shall be automatically deducted from its export quota in effect for the quota year immediately following the one in which the breach took place. Sales to the buffer stock under this paragraph shall be made in accordance with paragraphs (5) and (6) of Article 39.

7. Any action taken under paragraphs (5) and (6) shall be without prejudice to the provisions of Chapter XV.

8. When the Council determines annual export quotas under Article 31, it may decide by special vote to establish quarterly export quotas. It shall at the same time establish the rules for operating and removing such quarterly export quotas. In establishing such rules the Council shall take into account the production pattern of each exporting member.

9. In the event that an introduction or a reduction of export quotas cannot be fully respected during the current quota year because of the existence of *bona fide* contracts entered into when export quotas were suspended or within export quotas in effect at the time the contracts were made, the adjustment shall be made in the export quotas in effect for the succeeding quota year. The Council may require evidence of such contracts.

10. Members undertake to transmit immediately to the Council any information which they may obtain in relation to any breach of this Agreement or of any rules or regulations established by the Council.

Article 36

REDISTRIBUTION OF SHORTFALLS

1. Each exporting member shall, as soon as possible and in any case before the end of May in each quota year, notify the Council of the extent to which and the reasons why it expects either that it will not use all its quota in effect or that it will have a surplus over that quota. In

the light of such notifications and explanations the Executive Director shall, unless the Council decides otherwise by special vote taking into account market conditions, redistribute shortfalls among exporting members in accordance with rules which the Council shall establish covering the conditions, timing and mode of such redistribution. Such rules shall include provisions regulating the manner in which reductions made under paragraphs (5) and (6) of Article 35 shall be dealt with.

2. For exporting members not in a position to notify the Council of their expected shortfalls or surpluses before the end of May because of the timing of the harvest of their main crop, the time limit for notification of shortfalls or surpluses shall be extended up to the middle of July. The exporting countries which qualify for this extension of time are listed in Annex E.

Article 37

INSTITUTION AND FINANCING OF THE BUFFER STOCK

1. A buffer stock arrangement is hereby instituted.

2. The buffer stock shall purchase and hold only cocoa beans and its maximum capacity shall be 250 000 tons.

3. The Buffer Stock Manager shall, in accordance with rules adopted by the Council, be responsible for the operation of the buffer stock and for buying, selling, and maintaining in good condition stocks of cocoa beans and, without incurring market risks, replacing lots of cocoa beans in accordance with the relevant provisions of this Agreement.

4. In order to finance its operations, the buffer stock shall from the start of the first quota year after the entry into force of this Agreement, receive regular income in the form of contributions charged on cocoa in accordance with the provisions of Article 38. If, however, the Council has other sources of finance it may decide another date on which to implement the contribution.

5. Should the income of the buffer stock through contributions at any time seem likely to be insufficient to finance its operations, the Council may by special vote borrow funds in freely convertible currency from appropriate sources, including the Governments of member countries. Any such loans shall be repaid out of the proceeds of contributions, of the sale of cocoa beans by the buffer stock and of miscellaneous income of the buffer stock, if any. Individual members of the Organization shall not be responsible for the repayment of such loans.

6. The cost of operating and maintaining the buffer stock including

(a) The remuneration of the Manager and the members of the staff who operate and maintain the buffer stock, the cost to the Organization of administering and controlling the collection of contributions and interest or capital charges due on sums borrowed by the Council, and

(b) other costs such as the cost of transportation and insurance from the f.o.b. point into the buffer stock storage point, storage including fumigation, handling charges, insurance, management and inspection and any expenditure incurred in replacing lots of cocoa beans to maintain their condition and value

shall be met out of the regular source of income from contributions or loans under paragraph (5) or the proceeds of resale under paragraph (5) of Article 39.

Article 38

CONTRIBUTIONS FOR FINANCING THE BUFFER STOCK

1. The contribution charged on cocoa either on first export by a member or on first import by a member shall not be more than one US cent per pound of cocoa beans and proportionately on cocoa products in accordance with paragraphs (2) and (3) of Article 32. In any case the contribution shall only be charged once. In the first two quota years for which the contribution is in effect the rate of contribution shall be one US cent per pound of cocoa beans and proportionately on cocoa products in accordance with paragraphs (2) and (3) of Article 32. For the period thereafter the Council may, by special vote, determine a lower rate of contribution in the light of the financial resources and

obligations of the Organization in relation to the buffer stock. If no such determination is made the prevailing rate shall be maintained. If the Council, by special vote, decides that sufficient capital for the operation of the buffer stock and for the fulfilment of the financial obligations of the Organization in relation to the buffer stock has been accumulated, further contribution shall cease.

2. Certificates of contribution shall be issued by the Council in accordance with the rules which it shall establish. Such rules shall take into account the interests of the cocoa trade and shall cover, *inter alia*, the possible use of agents, the issuance of documents against contributions, and the payment of contributions within a given time limit.

3. Contributions under this Article shall be payable in freely convertible currencies and shall be exempt from foreign exchange restrictions.

4. Nothing contained in this Article shall affect the right of any buyer or seller to regulate the terms of payment for supplies of cocoa by agreement between them.

Article 39

PURCHASES BY THE BUFFER STOCK

1. For the purposes of this Article, the maximum capacity of the buffer stock of 250 000 tons shall be divided into individual entitlements for each exporting member in the same proportion as its basic quota under Article 30.

2. If annual export quotas are reduced under Article 34, each exporting member shall forthwith offer to sell to the Buffer Stock Manager and the Manager shall within ten days of the quota reduction enter into a contract to buy from each exporting member an amount of cocoa beans equal to the reduction in its quota.

3. Not later than the end of the crop year, each exporting member shall notify the Manager of any excess of its production over its export quota in effect at the end of the quota year and the quantity of cocoa beans required for domestic consumption. Each exporting member

notifying an excess shall forthwith offer to sell to the Manager and the Manager shall within ten days of the notification enter into a contract to buy from such exporting member, any cocoa beans produced in excess of its export quota in effect at the end of the quota year not already purchased under paragraph (2), after allowing for production required for domestic consumption.

4. The Manager shall purchase only cocoa beans of recognized standard marketable grades and in quantities of not less than 100 tons.

5. In purchasing cocoa beans from exporting members under the provisions of this Article, the Manager shall, subject to the provisions of paragraph (6), make:

(a) an initial payment of 10 US cents per pound f.o.b. on delivery of the cocoa beans; provided that at the end of the quota year concerned the Council, on the recommendation of the Manager, may decide in the light of the current and prospective financial position of the buffer stock that the initial payment shall be increased by an amount not exceeding 5 US cents per pound. The Manager may pay less than the full additional increment for individual parcels of cocoa beans, depending on their quality or condition, in accordance with rules approved under paragraph (3) of Article 37;

(b) a complementary payment on the sale of the cocoa beans by the buffer stock representing the proceeds of the sale less the payment made under (a) above and the cost of transportation and insurance from the f.o.b. point into the buffer stock storage point, storage and handling charges and costs, if any, of replacing lots of cocoa beans as necessary to maintain the condition and value of such lots.

6. Where a member has already sold to the Manager a quantity of cocoa beans equal to its individual entitlement as defined in paragraph (1), the Manager shall for subsequent purchases pay at the time of delivery only such a price as would be realized by the disposal of the cocoa beans for non-traditional uses. If cocoa beans bought under the provisions of this paragraph are subsequently resold under the provisions of Article 40, the Manager shall make a complementary payment to the exporting member concerned representing the proceeds of the re-sale less the payment already made under this paragraph and the cost of

transportation and insurance from the f.o.b. point into the buffer stock storage point, storage and handling charges and costs, if any, of replacing lots of cocoa beans as necessary to maintain the condition and value of such lots.

7. Where cocoa beans are sold to the Manager under paragraph (2), the contract shall contain a clause allowing the exporting member to cancel all or part of the contract before the cocoa beans are delivered:

(a) if subsequently in the same quota year the reduction in quota which gave rise to the sale is restored under the provisions of Article 34: or

(b) to the extent that, after making such sales, production in the same quota year proves to be insufficient to satisfy the member's export quota in effect.

8. Purchase contracts under this Article shall provide for delivery within a period to be stipulated in the contract but at the latest within two months after the end of the quota year.

9. (a) The Manager shall keep the Council informed of the financial position of the buffer stock. If he considers that funds will not be sufficient to pay for the cocoa beans which he believes will be offered to him during the current quota year he shall request the Executive Director to convene a special session of the Council.

(b) If the Council is unable to find any other practicable solution it may by special vote suspend or restrict purchases under paragraphs (2), (3) and (6) until such time as it is able to resolve the financial situation.

10. The Manager shall maintain appropriate records to enable him to fulfil his functions under this Agreement.

Article 40

BUFFER STOCK SALES IN DEFENCE OF THE MAXIMUM PRICE

1. The Buffer Stock Manager shall make sales from the buffer stock pursuant to paragraphs (5) and (6) of Article 34 in accordance with the provisions of this Article:

(a) Sales shall be at current market prices;

(b) When sales from the buffer stock commence pursuant to paragraph (5) of Article 34, the Manager shall continue to offer cocoa beans for sale until:

(i) the indicator price falls to the minimum price + 8 US cents per pound; or

(ii) he has exhausted all the supplies of cocoa beans at his disposal; or

(iii) the Council, when the indicator price is between the minimum price + 8 US cents per pound and the maximum price, decides otherwise by special vote;

(c) When the indicator price is at or above the maximum price, the Manager shall continue to offer cocoa beans for sale until the indicator price falls to the maximum price or until he has exhausted all the cocoa beans at his disposal, whichever is earlier.

2. In making sales in accordance with paragraph (1), the Manager shall sell through normal channels in member countries to firms and organizations engaged in the trade or processing of cocoa for the purpose of future processing in accordance with rules approved by the Council.

3. In making sales in accordance with paragraph (1), the Manager shall, subject to the acceptability of the price bid, give first refusal to purchasers in member countries before accepting bids from purchasers in non-member countries.

Article 41

WITHDRAWAL OF COCOA BEANS FROM THE BUFFER STOCK

1. Notwithstanding the provisions of Article 40, an exporting member which is unable to fulfil its quota during a quota year owing to a shortfall in its crop may apply to the Council for approval to withdraw all or part of its cocoa beans purchased by the Buffer Stock Manager during the preceding quota year and still held in stock unsold to the extent of the amount by which its export quota in effect exceeds production for

the quota year. The exporting member concerned shall pay to the Manager, on release of the cocoa beans, the costs incurred in respect of the cocoa beans covering the initial payment, the cost of transportation and insurance from the f.o.b. point into the buffer stock storage point, storage and handling charges.

2. The Council shall establish the rules for the withdrawal of cocoa beans from the buffer stock under paragraph (1).

Article 42

CHANGES IN THE EXCHANGE RATES OF CURRENCIES

A special session of the Council shall be called by the Executive Director within not more than four working days whenever a change occurs in the par value of either the US dollar or the pound sterling or the exchange rates for either of these currencies are not maintained within internationally prescribed margins of their par value. Pending this special session the Executive Director and the Buffer Stock Manager shall take such interim measures as they consider necessary. In particular, they may, after consultation with the Chairman of the Council, temporarily restrict or suspend the operations of the buffer stock. After consideration of the circumstances, including a review of the interim measures that may have been taken by the Executive Director and the Manager, and the potential effect of a change in the par value of a currency or variations in exchange rates mentioned above on the effective operation of this Agreement, the Council may by special vote take any necessary corrective measures.

Article 43

LIQUIDATION OF THE BUFFER STOCK

1. If this Agreement is to be replaced by a new agreement which includes provisions relating to the buffer stock, the Council shall make such arrangements as it considers appropriate regarding the continued functioning of the buffer stock.

2. If this Agreement terminates without being replaced by a new agreement which includes provisions relating to the buffer stock, the following provisions shall apply:

(a) No further contracts shall be made for the purchase of cocoa beans for the buffer stock. The Buffer Stock Manager shall, in the light of current market conditions, dispose of the buffer stock in accordance with the rules laid down by the Council by special vote on the entry into force of this Agreement, unless, prior to the termination of this Agreement, the Council revises these rules by special vote. The Manager shall retain the right to sell cocoa beans at any time during liquidation to meet the costs thereof.

(b) The proceeds of sales and moneys standing to the account of the buffer stock shall be used to pay, in the following order:

(i) the costs of liquidation;

(ii) any outstanding balance of, plus interest on, any loan incurred by or on behalf of the Organization in respect of the buffer stock;

(iii) any outstanding complementary payments under Article 39.

(c) Any moneys remaining after payments have been made under (b) shall be paid to the exporting members concerned in proportion to the contribution-paid exports of each such exporting member.

Article 44

ASSURANCE OF SUPPLIES

Exporting members undertake to pursue sales and export policies within the context of this Agreement which will not artificially restrict supplies of cocoa and which will ensure the regular supply of cocoa to importers in member countries. In offering cocoa for sale when the price is above the maximum price, exporting members shall give preference to importers in member countries as against importers in non-member countries.

Article 45

DIVERSION TO NON-TRADITIONAL USES

1. If the quantity of cocoa beans held in store by the Buffer Stock Manager under Article 39 exceeds the maximum capacity of the buffer

stock, the Manager shall, under terms and conditions laid down by the Council, dispose of such excess cocoa beans for diversion to non-traditional uses. Such terms and conditions shall, *inter alia*, be designed to ensure that the cocoa does not re-enter the normal cocoa market. Each member shall cooperate with the Council in this respect to the fullest extent possible.

2. Instead of selling cocoa beans to the Manager when the maximum capacity of the buffer stock has been reached, an exporting member may, under the control of the Council, divert internally its surplus cocoa to non-traditional uses.

3. Whenever any case of diversion inconsistent with this Agreement is brought to the attention of the Council, including any case of re-entry into the market of cocoa diverted to non-traditional uses, the Council shall decide at the earliest opportunity what measures should be taken to remedy the situation.

Chapter VIII

REPORTING OF IMPORTS AND EXPORTS, RECORD OF QUOTA PERFORMANCE AND CONTROL MEASURES

Article 46

REPORTING OF EXPORTS AND RECORD OF QUOTA PERFORMANCE

1. In accordance with rules to be established by the Council, the Executive Director shall maintain a record of the annual export quota and its adjustments in the case of each exporting member. Against the quota shall be recorded the exports for quota purposes which are made by that member so that the quota position of each exporting member is kept up to date.

2. For this purpose, each exporting member shall report to the Executive Director at such intervals as the Council may determine the total quantity of exports registered, together with such other data as the Council may prescribe. This information shall be published at the end of each month.

3. Exports for non-quota purposes shall be recorded separately.

Article 47

REPORTING OF IMPORTS AND EXPORTS

1. In accordance with rules to be established by the Council, the Executive Director shall maintain a record of members' imports and of exports from importing members.

2. For this purpose, each member shall report to the Executive Director the total quantities of its imports and each importing member shall report to the Executive Director the total quantities of its exports at such intervals as the Council may determine together with such other data as the Council may prescribe. This information shall be published at the end of each month.

3. Imports which, under this Agreement, do not count against export quotas shall be recorded separately.

Article 48

CONTROL MEASURES

1. Each member exporting cocoa shall require the presentation of a valid certificate of contribution or other authorized Council control document before permitting the shipment of cocoa from its customs territory. Each member importing cocoa shall require the presentation of a valid certificate of contribution or other authorized Council control document before permitting the import of any cocoa into its customs territory whether from a member or a non-member.

2. Certificates of contribution will not be required for cocoa exported under the provisions of paragraphs (4) and (5) of Article 32. The Council shall arrange to issue appropriate control documents to cover such shipments.

3. Certificates of contribution or other authorized Council control documents shall not be issued to cover shipments, in any period, of cocoa in excess of authorized exports for that period.

4. The Council shall by special vote adopt such rules as it considers necessary in respect of certificates of contribution and other authorized Council control documents.

5. For fine or flavour cocoa the Council shall make such rules as it considers necessary in respect of the simplification of the procedure

for authorized Council control documents taking into account all relevant factors.

Chapter IX

PRODUCTION AND STOCKS

Article 49

PRODUCTION AND STOCKS

1. Members recognize the necessity of keeping production in reasonable balance with consumption and shall cooperate with the Council in the attainment of this objective.

2. Each producing member may develop a programme to adjust its production, in order that the objective set forth in paragraph (1) may be attained. Each producing member concerned shall be responsible for the policies and procedures it applies to attain this objective.

3. The Council shall review annually the level of stocks held throughout the world and make any necessary recommendations based on this review.

4. At its first session, the Council shall take measures to develop a programme for the collection of information needed to establish, on a scientific basis, the world's current and potential productive capacity, as well as the world's current and potential consumption. Members shall facilitate the carrying out of this programme.

Chapter X

EXPANSION OF CONSUMPTION

Article 50

OBSTACLES TO THE EXPANSION OF CONSUMPTION

1. Members recognize the importance of ensuring the greatest possible expansion of the cocoa economy and therefore of facilitating the expansion of cocoa consumption in relation to production so as to secure

the best equilibrium in the long term between supply and demand, and in this connection also recognize that it is important to bring about the gradual removal of all possible obstacles to such expansion.

2. The Council shall identify the specific problems related to the obstacles to the expansion of the trade in and consumption of cocoa referred to in paragraph (1) and shall seek mutually acceptable practical measures designed to remove progressively such obstacles.

3. In view of the objectives stated above and the provisions of paragraph (2) members shall endeavour to apply measures to reduce progressively the obstacles to the expansion of consumption and as far as possible eliminate them, or to diminish substantially their impact.

4. The Council may, in order to further the purposes of this Article, make any recommendations to members and shall examine periodically, beginning at its first regular session in the second quota year, the results achieved.

5. Members shall inform the Council of all measures adopted with a view to implementing the provisions of this Article.

Article 51

PROMOTION OF CONSUMPTION

1. The Council may establish a committee whose aim shall be to stimulate the expansion of consumption of cocoa in both exporting and importing countries. The Council shall periodically review the work of the committee.

2. The cost of the promotion programme shall be met by contributions from exporting members. Importing members may also contribute financially. Membership of the committee shall be limited to members contributing to the promotion programme.

3. The committee shall seek the approval of a member before conducting a campaign in the territory of that member.

Article 52

COCOA SUBSTITUTES

1. Members recognize that the use of substitutes may prejudice the expansion of cocoa consumption. In this regard they agree to establish regulations on cocoa products and chocolate or to adapt existing regulations, if necessary, so that the said regulations shall prohibit materials of non-cocoa origin from being used in place of cocoa to mislead the consumer.

2. In preparing or reviewing regulations based on the principles in paragraph (1), members shall take fully into account the recommendations and decisions of competent international bodies such as the Council and the Codex Committee on Cocoa Products and Chocolate.

3. The Council may recommend to a member that it take any measures which the Council considers advisable for assuring the observance of the provisions of this Article.

4. The Executive Director shall present an annual report to the Council on the manner in which the provisions of this Article are being observed.

Chapter XI

PROCESSED COCOA

Article 53

PROCESSED COCOA

1. The needs of developing countries to broaden the base of their economies through, *inter alia*, industrialization and the export of manufactured products — including cocoa processing and the export of cocoa products and chocolate — are recognized. In this connection, the need to avoid serious injury to the cocoa economy of importing and exporting members is also recognized.

2. If any member considers that there is a danger of injury to its interest in any of the above respects, that member may consult with the other member concerned with a view to reaching an understanding

satisfactory to the parties concerned, failing which the member may report to the Council which shall use its good offices in the matter to reach such understanding.

Chapter XII

RELATIONS BETWEEN MEMBERS AND NON-MEMBERS

Article 54

LIMITATION OF IMPORTS FROM NON-MEMBERS

1. Each member shall limit its annual imports of cocoa produced in non-member countries, other than imports of fine or flavour cocoa from exporting countries listed in Annex C, in accordance with the provisions of this Article.

2. Each member undertakes for each quota year:

(a) Not to permit the import of a total quantity of cocoa produced in non-member countries as a group which is in excess of the average quantity imported from them as a group in the three calendar years 1970, 1971 and 1972;

(b) To reduce by half the quantity specified in paragraph (a) when the indicator price falls below the minimum price, and to maintain this reduction until the level of quotas in effect reaches that provided for in paragraph (2)(c) of Article 34.

3. The Council may by special vote suspend in whole or in part the limitations under paragraph (2). The limitations in paragraph (2)(a) shall not in any event apply when the indicator price of cocoa is above the maximum price.

4. The limitations under paragraph (2)(a) shall not apply to cocoa purchased under *bona fide* contracts concluded when the indicator price was above the maximum price, nor those in (2)(b) to cocoa purchased under *bona fide* contracts concluded before the indicator price fell below the minimum price. In such cases the reductions shall, subject to the provisions of paragraph (2)(b), be applied in the following quota year

unless the Council decides to waive the reductions or to apply them in a subsequent quota year.

5. Members shall inform the Council regularly of the quantities of cocoa imported by them from non-members or exported by them to non-members.

6. Any imports by a member from non-members in excess of the quantity which it is permitted to import under this Article shall be deducted from the quantity which such member would otherwise be permitted to import in the next quota year, unless the Council decides otherwise.

7. If a member on more than one occasion fails to comply with the provisions of this Article, the Council may by special vote suspend both its voting rights in the Council and its right to vote or to have its votes cast in the Executive Committee.

8. The obligations set out in this Article shall not prejudice conflicting bilateral or multilateral obligations assumed by members with respect to non-members before the entry into force of this Agreement, provided that any member which has assumed such conflicting obligations shall fulfil them in such a way as to attenuate as much as possible the conflict between those obligations and the obligations set out in this Article, that it shall take steps as promptly as possible to reconcile those obligations and the provisions of this Article, and that it shall describe to the Council in detail the nature of those obligations and the steps it has taken to attenuate or eliminate the conflict.

Article 55

COMMERCIAL TRANSACTIONS WITH NON-MEMBERS

1. Exporting members undertake not to sell cocoa to non-members on terms commercially more favourable than those which they are prepared to offer at the same time to importing members, taking into account normal trade practices.

2. Importing members undertake not to buy cocoa from non-members on terms commercially more favourable than those which they are

prepared to accept at the same time from exporting members, taking into account normal trade practices.

3. The Council shall periodically review the operation of paragraphs (1) and (2) and may require member countries to supply appropriate information in accordance with Article 56.

4. Without prejudice to the provisions of paragraph (8) of Article 54, any member which has reason to believe that another member has not fulfilled the obligation under paragraphs (1) or (2) may so inform the Executive Director and call for consultations under Article 60, or refer the matter to the Council under Article 62.

Chapter XIII

INFORMATION AND STUDIES

Article 56

INFORMATION

1. The Organization shall act as a centre for the collection, exchange and publication of:

(a) statistical information on world production, sales, prices, exports and imports, consumption and stocks of cocoa; and

(b) in so far as is considered appropriate, technical information on the cultivation, processing and utilization of cocoa.

2. In addition to information which members are required to furnish under other Articles of this Agreement, the Council may require members to furnish such information as it considers necessary for its operations, including regular reports on policies for production and consumption, sales, prices, exports and imports, stocks and taxation.

3. If a member fails to supply, or finds difficulty in supplying, within a reasonable time, statistical and other information required by the Council for the proper functioning of the Organization, the Council may require the member concerned to explain the reasons therefor. If it is found that technical assistance is needed in the matter, the Council may take any necessary measures.

Article 57

STUDIES

The Council shall, to the extent it considers necessary, promote studies of the economics of cocoa production and distribution, including trends and projections, the impact of governmental measures in exporting and importing countries on the production and consumption of cocoa, the opportunities for expansion of cocoa consumption for traditional and possible new uses, and the effects of the operation of this Agreement on exporters and importers of cocoa, including their terms of trade, and may submit recommendations to members on the subjects of these studies. In the promotion of these studies the Council may cooperate with international organizations.

Article 58

ANNUAL REVIEW

The Council shall, as soon as practicable after the end of each quota year, review the operation of this Agreement and the performance of members in conforming to the principles and promoting the objectives thereof. It may then make recommendations to members regarding ways and means of improving the functioning of this Agreement.

Chapter XIV

RELIEF FROM OBLIGATIONS IN EXCEPTIONAL CIRCUMSTANCES

Article 59

RELIEF FROM OBLIGATIONS IN EXCEPTIONAL CIRCUMSTANCES

1. The Council may, by special vote, relieve a member of an obligation on account of exceptional or emergency circumstances, *force majeure*, or international obligations under the Charter of the United Nations for territories administered under the trusteeship system.

2. The Council, in granting relief to a member under paragraph (1), shall state explicitly the terms and conditions on which and the period for which the member is relieved of the obligation.

3. Notwithstanding the foregoing provisions of this Article, the Council shall not grant relief to a member in respect of:

(a) the obligation under Article 24 to pay contributions, or the consequences of a failure to pay them;

(b) any export quota or other limitation on exports, if the quota or other limitation has already been exceeded;

(c) the obligation to require payment of any charge or contribution under Article 37.

Chapter XV

CONSULTATIONS, DISPUTES AND COMPLAINTS

Article 60

CONSULTATIONS

Each member shall accord sympathetic consideration to any representations made to it by another member concerning the interpretation or application of this Agreement and shall afford adequate opportunity for consultations. In the course of such consultations, on the request of either party and with the consent of the other, the Executive Director shall establish an appropriate conciliation procedure. The costs of such procedure shall not be chargeable to the Organization. If such procedure leads to a solution, this shall be reported to the Executive Director. If no solution is reached, the matter may, at the request of either party, be referred to the Council in accordance with Article 61.

Article 61

DISPUTES

1. Any dispute concerning the interpretation of application of this Agreement which is not settled by the parties to the dispute shall, at the request of either party to the dispute, be referred to the Council for decision.

2. When a dispute has been referred to the Council under paragraph (1), and has been discussed, a majority of members, or members holding not less than one-third of the total votes, may require the Council, before giving its decision, to seek the opinion on the issues in dispute of an *ad hoc* advisory panel to be constituted as described in paragraph (3).

3. (a) Unless the Council unanimously decides otherwise, the *ad hoc* advisory panel shall consist of:

(i) two persons, one having wide experience in matters of the kind in dispute and the other having legal standing and experience, nominated by the exporting members;

(ii) two such persons nominated by the importing members; and

(iii) a chairman selected unanimously by the four persons nominated under (i) and (ii) or, if they fail to agree, by the Chairman of the Council.

(b) Nationals of Contracting Parties shall not be ineligible to serve on the *ad hoc* advisory panel.

(c) Persons appointed to the *ad hoc* advisory panel shall act in their personal capacities and without instructions from any Government.

(d) The cost of the *ad hoc* advisory panel shall be paid for by the Organization.

4. The opinion of the *ad hoc* advisory panel and the reasons therefor shall be submitted to the Council which, after considering all the relevant information, shall decide the dispute.

Article 62

COMPLAINTS AND ACTION BY THE COUNCIL

1. Any complaint that any member has failed to fulfil his obligations under this Agreement shall, at the request of the member making the complaint, be referred to the Council, which shall consider it and make a decision on the matter.

2. Any finding by the Council that a member is in breach of its obligations under this Agreement shall be made by a simple distributed majority vote and shall specify the nature of the breach.

3. Whenever the Council, whether as a result of a complaint or otherwise, finds that a member is in breach of its obligations under this Agreement it may, without prejudice to such other measures as are specifically provided for in other Articles of this Agreement, including Article 72, by special vote:

(a) suspend that member's voting rights in the Council and in the Executive Committee; and

(b) if it considers necessary, suspend additional rights of such member, including that of being eligible for, or of holding, office in the Council or in any of its committees until it has fulfilled its obligations.

4. A member whose voting rights are suspended under paragraph (3) shall remain liable for its financial and other obligations under this Agreement.

Chapter XVI

FINAL PROVISIONS

Article 63

SIGNATURE

This Agreement shall be open for signature at United Nations Headquarters from 15 November 1972 until and including 15 January 1973 by any Government invited to the United Nations Cocoa Conference, 1972.

Article 64

RATIFICATION, ACCEPTANCE, APPROVAL

1. This Agreement shall be subject to ratification, acceptance or approval by the signatory Governments in accordance with their respective constitutional procedures.

2. Except as provided in Article 65 instruments of ratification, acceptance or approval shall be deposited with the Secretary-General of the United Nations not later than 30 April 1973.

3. Any signatory Government which has not deposited its instrument of ratification, acceptance or approval in accordance with paragraph (2) may be granted one or more extensions of time by the Council.

4. Each Government depositing an instrument of ratification, acceptance or approval shall, at the time of such deposit, indicate whether it is an exporting member or an importing member.

Article 65

NOTIFICATION

1. A signatory Government may notify the depositary authority that it is undertaking to seek ratification, acceptance or approval in accordance with its constitutional procedures as rapidly as possible, on or before 30 April 1973 or in any case within a period of two months thereafter.

2. A Government for whom conditions of accession have been established by the Council may notify the depositary authority that it is undertaking to seek accession in accordance with its constitutional procedures as rapidly as possible and in any case not later than two months from the date of receipt of its notification by the depositary authority.

3. A Government giving a notification in accordance with paragraph (1) or (2) shall have the status of observer from the date of receipt of its notification until either it has given an indication of provisional application in accordance with Article 66 or the time limit in its notification under paragraph (1) or (2) has expired. If the Government is unable either to ratify, accept, approve or accede within the specified period, or to give an indication in accordance with Article 66, the Council may, in the light of the action taken by the Government concerned in accordance with paragraph (1) or (2), extend the Government's status of observer for a further specified period.

Article 66

INDICATION OF PROVISIONAL APPLICATION

1. A signatory Government which gives a notification under paragraph (1) of Article 65 may also indicate in its notification, or at any time thereafter, that it will apply this Agreement provisionally either when it enters into force in accordance with Article 67 or, if this Agreement is already in force, at a specified date. An indication by a signatory Government that it will apply this Agreement when it enters into force in accordance with Article 67 shall, for the purposes of provisional entry into force of this Agreement, be equal in effect to an instrument of ratification, acceptance or approval. Each Government giving such an indication shall at that time state whether it is joining the Organization as an exporting member or an importing member.

2. When this Agreement is in force, either provisionally or definitively, any Government which gives a notification under paragraph (2) of Article 65 may also indicate in its notification, or at any time thereafter, that it will apply this Agreement provisionally at a specified date. Each Government giving such an indication shall at that time state whether it is joining the Organization as an exporting member or an importing member.

3. A Government which has indicated under paragraph (1) or (2) that it will apply this Agreement provisionally, either when it enters into force or at a specified date, shall, from that time, be a provisional member of the Organization until either it has deposited its instrument of ratification, acceptance, approval or accession or until the time limit in its notification under Article 65 has expired, whichever is the earlier. If, however, the Council is satisfied that the Government concerned has not deposited its instrument owing to difficulties in completing its constitutional procedures, the Council may extend that Government's provisional membership for a further specified period.

Article 67

ENTRY INTO FORCE

1. This Agreement shall enter definitively into force on 30 April 1973, or on any date within the following two months, if by that date Govern-

ments representing at least five exporting countries having at least 80% of the basic quotas as set out in Annex A and Governments representing importing countries having at least 70% of total imports as set out in Annex D have deposited their instruments of ratification, acceptance or approval with the Secretary-General of the United Nations. It shall also enter definitively into force at any time after it is provisionally in force and these percentage requirements are satisfied by the deposit of instruments of ratification, acceptance, approval or accession.

2. This Agreement shall enter provisionally into force on 30 April 1973, or on any date within the following two months, if by that date Governments representing five exporting countries having at least 80% of the basic quotas as set out in Annex A and Governments representing importing countries having at least 70% of total imports as set out in Annex D have deposited their instruments of ratification, acceptance or approval with the Secretary-General of the United Nations or have indicated that they will apply this Agreement provisionally. During the period this Agreement is provisionally in force Governments that have deposited instruments of ratification, acceptance, approval or accession as well as those Governments that have indicated that they will apply this Agreement provisionally shall be provisional members of this Agreement.

3. If the requirements for entry into force under paragraph (1) or (2) are not met within the prescribed period of time, the Secretary-General of the United Nations shall invite, at the earliest time he considers practicable after 30 June 1973, the Governments which have deposited instruments of ratification, acceptance or approval, or have indicated in accordance with Article 66 that they will apply this Agreement provisionally, to meet to decide whether to put this Agreement provisionally or definitively into force among themselves in whole or in part. If no decision is reached at this meeting the Secretary-General may convene such further meetings as he considers appropriate. The Secretary-General shall invite the Governments which have given a notification in accordance with Article 65 to attend all such meetings as observers. Accession shall be in accordance with Article 68. During any period this Agreement is in force provisionally under this paragraph, Governments that have deposited instruments of ratification, acceptance, approval or accession as well as those Governments that have indicated that they

will apply this Agreement provisionally, shall be provisional members of this Agreement. While this Agreement is in force provisionally under this paragraph, the Governments participating shall make the necessary arrangements to review the situation and decide whether this Agreement shall definitively enter into force among themselves, continue provisionally in force or terminate.

4. The Secretary-General of the United Nations shall convene the first session of the Council to be held as soon as possible, but not later than 90 days after this Agreement enters provisionally or definitively into force.

Article 68

ACCESSION

1. The Government of any Member State of the United Nations, its specialized agencies or the International Atomic Energy Agency may accede to this Agreement upon conditions that shall be established by the Council.

2. If the Government is the Government of an exporting country which is not listed in Annex A or Annex C the Council shall, as appropriate, establish a basic quota for that country which shall be deemed to be listed in Annex A. If such a country is listed in Annex A, the basic quota specified therein shall be the basic quota for that country.

3. Accession shall be effected by deposit of an instrument of accession with the Secretary-General of the United Nations.

4. Each Government which deposits an instrument of accession shall, at the time of such deposit, indicate whether it is joining the Organization as an exporting member or an importing member.

Article 69

RESERVATIONS

Reservations may not be made with respect to any of the provisions of this Agreement.

Article 70

TERRITORIAL APPLICATION

1. A Government may at the time of signature or deposit of an instrument of ratification, acceptance, approval or accession, or at any time thereafter, by notification to the Secretary-General of the United Nations, declare that this Agreement shall extend to any of the territories for whose international relations it is for the time being ultimately responsible and this Agreement shall extend to the territories named therein from the date of such notification, or from the date on which this Agreement enters into force for that Government whichever is the later.

2. Any Contracting Party which desires to exercise its rights under Article 3 in respect of any of the territories for whose international relations it is for the time being ultimately responsible may do so by making a notification to that effect to the Secretary-General of the United Nations, either at the time of the deposit of its instrument of ratification, acceptance, approval or accession, or at any later time. If the territory which becomes a separate member is an exporting member and is not listed in Annex A or Annex C the Council shall, as appropriate, establish a basic quota for it which shall be deemed to be listed in Annex A. If such territory is listed in Annex A, the basic quota specified therein shall be the basic quota for that territory.

3. Any Contracting Party which has made a declaration under paragraph (1) may at any time thereafter, by notification to the Secretary-General of the United Nations, declare that this Agreement shall cease to extend to the territory named in the notification, and this Agreement shall cease to extend to such territory from the date of such notification.

4. When a territory to which this Agreement has been extended under paragraph (1) subsequently attains independence, the Government of that territory may within 90 days after the attainment of independence, declare by notification to the Secretary-General of the United Nations that it has assumed the rights and obligations of a Contracting Party to this Agreement. It shall, as from the date of such notification, be a Contracting Party to this Agreement. If such Party is an exporting member and is not listed in Annex A or Annex C the Council shall, as

appropriate, establish a basic quota for it which shall be deemed to be listed in Annex A. If such Party is listed in Annex A, the basic quota specified therein shall be the basic quota for that Party.

Article 71

VOLUNTARY WITHDRAWAL

At any time after the entry into force of this Agreement, any member may withdraw from this Agreement by giving written notice of withdrawal to the Secretary-General of the United Nations. Withdrawal shall become effective 90 days after the notice is received by the Secretary-General of the United Nations.

Article 72

EXCLUSION

If the Council finds, under paragraph (3) of Article 62, that any member is in breach of its obligations under this Agreement and decides further that such breach significantly impairs the operation of this Agreement, it may by special vote exclude such member from the Organization. The Council shall immediately notify the Secretary-General of the United Nations of any such exclusion. Ninety days after the date of the Council's decision, that member shall cease to be a member of the Organization and, if such member is a Contracting Party, a Party to this Agreement.

Article 73

SETTLEMENT OF ACCOUNTS WITH WITHDRAWING OR EXCLUDED MEMBERS

1. The Council shall determine any settlement of accounts with a withdrawing or excluded member. The Organization shall retain any amounts already paid by a withdrawing or excluded member, and such member shall remain bound to pay any amounts due from it to the Organization at the time the withdrawal or the exclusion becomes effective; provided, however, that in the case of a Contracting Party which is unable to accept an amendment and consequently ceases to participate in this Agreement under the provisions of paragraph (2) of Article 75 the Council may determine any settlement of accounts which it finds equitable.

2. A member which has withdrawn or been excluded from, or has otherwise ceased to participate in, this Agreement shall not be entitled to any share of the proceeds of liquidation or the other assets of the Organization; nor shall it be burdened with any part of the deficit, if any, of the Organization upon termination of this Agreement.

Article 74

DURATION AND TERMINATION

1. This Agreement shall remain in force until the end of the third full quota year after its entry into force, unless extended under paragraphs (3) or (4) or terminated earlier under paragraph (5).

2. The Council, before the end of the third quota year referred to in paragraph (1), may by special vote decide that this Agreement be renegotiated.

3. If, before the end of the third quota year referred to in paragraph (1), negotiations for a new agreement to replace this Agreement have not yet been concluded, the Council may, by special vote, extend this Agreement for a further quota year. The Council shall notify the Secretary-General of the United Nations of any such extension.

4. If, before the end of the third quota year referred to in paragraph (1), a new agreement to replace this Agreement has been negotiated, and has been signed by sufficient Governments to bring it into force after ratification, acceptance or approval, but the new agreement has not provisionally or definitively entered into force, this Agreement shall be extended until the provisional or definitive entry into force of the new agreement, provided that this extension shall not exceed one year. The Council shall notify the Secretary-General of the United Nations of any such extension.

5. The Council may at any time, by special vote, decide to terminate this Agreement. Such termination shall take effect on such date as the Council shall decide, provided that the obligations of members under Article 37 shall continue until the financial liabilities relating to the buffer stock have been discharged or until the end of the third quota

year after its entry into force, whichever is the earlier. The Council shall notify the Secretary-General of the United Nations of any such decision.

6. Notwithstanding termination of this Agreement, the Council shall remain in being for as long as necessary to carry out the liquidation of the Organization, settlement of its accounts, and disposal of its assets, and shall have during that period such powers and functions as may be necessary for these purposes.

Article 75

AMENDMENTS

1. The Council may by special vote recommend an amendment of this Agreement to the Contracting Parties. The Council may fix a time after which each Contracting Party shall notify the Secretary-General of the United Nations of its acceptance of the amendment. The amendment shall become effective 100 days after the Secretary-General of the United Nations has received notifications of acceptance from Contracting Parties representing at least 75% of the exporting members holding at least 85% of the votes of the exporting members, and from Contracting Parties representing at least 75% of the importing members holding at least 85% of the votes of the importing members or on such later date as the Council by special vote may have determined. The Council may fix a time within which each Contracting Party shall notify the Secretary-General of the United Nations of its acceptance of the amendment, and, if the amendment has not become effective by such time, it shall be considered withdrawn. The Council shall provide the Secretary-General with the information necessary to determine whether the notifications of acceptance received are sufficient to make the amendment effective.

2. Any member on behalf of which notification of acceptance of an amendment has not been made by the date on which such amendment becomes effective shall as of that date cease to participate in this Agreement, unless any such member satisfies the Council at its first meeting following the effective date of the amendment that its acceptance could not be secured in time owing to difficulties in completing its constitutional

procedures, and the Council decides to extend for such member the period fixed for acceptance until these difficulties have been overcome. Such member shall not be bound by the amendment before it has notified its acceptance thereof.

Article 76

NOTIFICATIONS BY THE SECRETARY-GENERAL OF THE UNITED NATIONS

The Secretary-General of the United Nations shall notify all States Members of the United Nations, or any of its specialized agencies or of the International Atomic Energy Agency of each signature, of each deposit of an instrument of ratification, acceptance, approval or accession, of each notification under Article 65 and indication under Article 66, and of the dates on which this Agreement comes provisionally and definitively into force. The Secretary-General shall notify all Contracting Parties of each notification under Article 70, of each notice of withdrawal, of each exclusion, of the termination of this Agreement, of any extension of this Agreement, of the date on which an amendment becomes effective or is considered withdrawn, and of cessation of participation in this Agreement under paragraph (2) of Article 75.

Article 77

AUTHENTIC TEXTS OF THIS AGREEMENT

The texts of this Agreement in the English, French, Russian and Spanish languages shall all be equally authentic. The originals shall be deposited in the archives of the United Nations, and the Secretary-General of the United Nations as the depositary authority shall transmit certified copies thereof to each signatory or acceding Government and to the Executive Director of the Organization.

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.

ANNEX A

Basic quotas under paragraph (1) of Article 30

Exporting countries	Production (1 000 tons)	Basic quotas (percentages)
Ghana	580·9	36·7
Nigeria	307·8	19·5
Ivory Coast	224·0	14·2
Brazil	200·6	12·7
Cameroon	126·0	8·0
Dominican Republic	47·0	3·0
Equatorial Guinea	38·7	2·4
Togo	28·0	1·8
Mexico	27·0	1·7
Total	1 580·0	100·0

NOTE:

Calculated for the first quota year on the basis of the highest annual production figure during the past years beginning with and including the 1964/65 crop year.

ANNEX B

Countries producing less than 10 000 tons of bulk cocoa referred to in paragraph (1) of Article 30

Countries	1 000 tons	
	1969/70	1970/71
Zaire	4·9	5·6
Gabon	4·7	5·0
Philippines	4·3	3·6
Sierra Leone	4·0	5·1
Haiti	4·0	3·7
Malaysia	2·3	2·5
Peru	2·0	2·0
Liberia	1·9	1·8
Congo	1·3	2·0
Bolivia	1·3	1·4
Cuba	1·0	1·0
Nicaragua	0·6	0·6
New Hebrides	0·6	0·7
Guatemala	0·5	0·5
United Republic of Tanzania	0·4	0·4
Uganda	0·4	0·5
Angola	0·3	0·3
Honduras	0·3	0·3

Source: FAO cocoa statistics, *Monthly Bulletin*, July 1972 (with the exception of the figures for Uganda which were provided by the delegation of that country to the United Nations Cocoa Conference, 1972).

ANNEX C

Fine or flavour cocoa producers

1. Exporting countries producing exclusively fine or flavour cocoa:

Dominica	Sri Lanka
Ecuador	St. Lucia
Grenada	St. Vincent
Indonesia	Surinam
Jamaica	Trinidad and Tobago
Madagascar	Venezuela
Panama	Western Samoa

2. Exporting countries producing fine or flavour cocoa, but not exclusively:

	Percentage of production consisting of fine or flavour cocoa
Costa Rica	25
Sao Tome and Principe	50
Australia (Papua New Guinea)	75

ANNEX D

Imports of cocoa calculated for the purposes of Article 10 (1)

(1 000 tons)

Importing countries invited to the United Nations Cocoa Conference, 1972	
United States of America	352·9
Federal Republic of Germany	166·0
The Kingdom of the Netherlands	140·7
United Kingdom of Great Britain and Northern Ireland	133·2
Union of Soviet Socialist Republics	126·5
France	68·8
Japan	48·0
Italy	44·4
Canada	41·3
Spain	32·2
Belgium	31·9
Switzerland	28·0
Poland	19·6
Czechoslovakia	17·2
Austria	15·9
Ireland	14·4
Yugoslavia	12·5
Sweden	11·6
Argentina	10·8
Hungary	10·7
Colombia	9·5
Bulgaria	9·1
Norway	7·9
Denmark	7·4
South Africa	7·2
Romania	6·3
Finland	5·2
New Zealand	4·8
Philippines	4·7
Peru	1·8
Chile	1·7
India	0·8
Algeria	0·7
Uruguay	0·6
Tunisia	0·5
Malaysia	0·2
Honduras	0·1
Total	1 395·1

Source: Based on FAO cocoa statistics, *Monthly Bulletin*, July 1972.

(1) Three-year average, 1969–71 — or average of the three last years for which statistics were available — of *net* imports of cocoa beans plus *gross* imports of cocoa products, converted to beans equivalent by using the conversion factors contained in paragraph (2) of Article 32.

ANNEX E

Exporting countries to which paragraph (2) of Article 36 applies

Brazil
Dominican Republic

DECLARATIONS OR RESERVATIONS

GERMAN DEMOCRATIC REPUBLIC [1]

The instrument of accession contains the following declarations:

In respect of Article 14 and Article 68, paragraph 1:

The Government of the German Democratic Republic deems it necessary to point out that the provisions of Articles 14 and 68 of the International Cocoa Agreement, 1972, deny certain States the opportunity to acquire the status of observer or member.

The Cocoa Agreement regulates questions affecting the interests of all States. The Government of the German Democratic Republic therefore holds the view that, in accordance with the principle of the sovereign equality of States, all interested States should, without discrimination of any kind, be given the opportunity to become observers or members under this Agreement.

In respect of Article 70:

The position of the Government of the German Democratic Republic with regard to Article 70 of the International Cocoa Agreement, 1972, in so far as that Article relates to the territorial application of the Agreement to colonial territories and other dependent territories, is guided by the provisions of the United Nations Declaration on the granting of independence to colonial countries and peoples (Resolution 1514/XV of 14 December 1960), which proclaims the necessity of bringing to a speedy and unconditional end colonialism in all its forms and manifestations.

With regard to the extension to Berlin (West) of the International Cocoa Agreement, 1972, by the Federal Republic of Germany, the German Democratic Republic takes note of the statement on this subject by the Federal Republic of Germany, with the reservation that the extension of the provisions of that Agreement to Berlin (West) is

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[1] Extract from the letter of 20 February 1975 sent by the depositary to the Contracting Parties.

carried out in conformity with the Quadripartite Agreement of 3 September 1971 between the Governments of the Union of Soviet Socialist Republics, of the United Kingdom of Great Britain and Northern Ireland, of the United States of America and of the French Republic, according to which Berlin (West) is not a constituent part of the Federal Republic of Germany and cannot be governed by it.

USSR [1]

The Soviet Union can take note of the declaration of the Federal Republic of Germany concerning the extension of the application of the Agreement in question to Berlin (West) only on the understanding that such extension is effected in accordance with the Quadripartite Agreement of 3 September 1971 and provided that the established procedures are followed.

FEDERAL REPUBLIC OF GERMANY [2]

The said Agreement shall also apply to Berlin (West) with effect from the date on which it enters into force for the Federal Republic of Germany.

CZECHOSLOVAKIA [2]

The Government of the Czechoslovak Socialist Republic declares that Articles 2, 3 and 70 of the Agreement are not in harmony with the contents and spirit of the Declaration on the granting of independence to colonial countries and peoples adopted by the United Nations General Assembly on 14 December 1960 by Resolution 1514/XV.

In the opinion of the Government of the Czechoslovak Socialist Republic Articles 63 and 68 of the Agreement are discriminatory in nature since they prevent certain States to become Parties to the Agreement.

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(1) Extract from the letter of 4 November 1974 sent by the depositary to the Contracting Parties.

(2) Extracts from the letter from the depositary sent to the Contracting Parties.

The Government of the Czechoslovak Socialist Republic can take cognizance of the declarations of the Federal Republic of Germany regarding the application of international treaties on West Berlin always only under the assumption that such application is carried out in accordance with the Quadripartite Agreement of 3 September 1971, and in keeping with the established procedures.

ITALY [1]

The Italian Government declares that if in the future any Member State of the European Economic Community withdraws from the International Cocoa Agreement, the Italian Government would have to reconsider its position as a Party to the Agreement. This declaration is made in accordance with Article 71 of the Agreement.

USSR [1]

(a) The provisions of Articles 63 and 68 of the Agreement, which restrict the opportunity for certain States to participate in it, are contrary to the generally recognized principle of the sovereign equality of States.

(b) The provisions of Articles 2, 3 and 70 of the Agreement concerning the right of the Contracting Parties to extend the Agreement to territories for whose international relations they are responsible are outmoded and at variance with the United Nations General Assembly's Declaration on the granting of independence to colonial countries and peoples (General Assembly Resolution 1514/XV of 14 December 1960), which proclaimed the necessity of bringing to a speedy and unconditional end colonialism in all its forms and manifestations.

THE NETHERLANDS [1]

In accordance with Article 64, paragraph 4, the Government of the Kingdom of the Netherlands . . . will participate as an importing member (Annex D) and, in view of the position of Surinam, also as an exporting member (Annex C).

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[1] Extracts from the letter from the depositary sent to the Contracting Parties.

BULGARIA [1]

The restriction contained in Article 63 of the International Cocoa Agreement, 1972, which prevents certain States from becoming Parties, is contrary to the universal principle of the sovereign equality of States and, in particular, of States which abide by the principles of the United Nations. All States throughout the world are equal under the law, and they should accordingly have the right to become Parties to the International Cocoa Agreement, 1972.

ROMANIA [1]

Upon signature (confirmed upon ratification):

1. The Government of the Socialist Republic of Romania considers that the maintenance of the dependent status of certain territories, to which reference is made in the provisions of Articles 3, 59 and 70, is contrary to the Charter of the United Nations and to the instruments adopted by the United Nations with regard to the granting of independence to colonial countries and peoples, including the Declaration on principles of international law concerning friendly relations and cooperation among States in accordance with the Charter of the United Nations, adopted unanimously by the United Nations General Assembly in 1970 (Resolution 2625/XXV), which solemnly proclaims the duty of States to promote realization of the principle of equal rights and self-determination of peoples in order to bring a speedy end to colonialism.

2. The Government of the Socialist Republic of Romania considers that the provisions of Articles 14 and 68 of the Agreement are contrary to the principle that multilateral treaties should be open for participation by all States to which the aim and purpose of such treaties are of interest.

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[1] Extracts from the letter from the depositary sent to the Contracting Parties.

INFORMATION CONCERNING
The International Cocoa AGREEMENT, 1972 (1)

Open for signature: 15 November 1972 – 15 January 1973 in New York (United States of America)
Depositary: Secretary-General of the UN, New York (United States of America)
Date of provisional entry into force: 30 June 1973 (2)
Duration: 3 years

Contracting Parties	Date of signature	Date of notification of provisional application	Date of deposit of instruments		Date of entry into force(5)	Declarations or reservations (6)
			of ratification, approval or acceptance, etc.	of accession		
Exporting members						
BRAZIL	12. 1.1973		25. 6.1973			
CAMEROON	9. 1.1973		10. 4.1973			
CUBA	15. 1.1973	23. 4.1973	4. 9.1974			
ECUADOR	15. 1.1973	15. 1.1973	7. 9.1973			
GABON				30. 9.1974	30. 9.1974	
GHANA	22.11.1972		27. 2.1973			
GRENADA				5. 2.1975	5. 2.1975	
GUATEMALA	15. 1.1973	13. 6.1973	20. 9.1973			
IVORY COAST	5. 1.1973		24. 4.1973			
JAMAICA	15. 1.1973		29. 6.1973			
NIGERIA	12. 1.1973		30. 4.1973			
PAPUA NEW GUINEA			16. 9.1975		16. 9.1975	
PORTUGAL	8. 1.1973	30. 4.1973	30. 8.1974		30. 8.1974	
ST. LUCIA (4)			24. 5.1974		24. 5.1974	
SAO TOME AND PRINCIPE			24. 7.1975		24. 7.1975	
TOGO	21.12.1972	29. 6.1973	30. 6.1973			
TRINIDAD AND TOBAGO	15. 1.1973		30. 4.1973			
VENEZUELA	15. 1.1973	27. 4.1973	30. 6.1975			
WESTERN SAMOA	15. 1.1973		19.12.1973		19.12.1973	
ZAIRE				25. 8.1975	25. 8.1975	

Importing members						
EEC	15. 1.1973	29. 6.1973				
BELGIUM/LUXEMBOURG (3)	3. 1.1973	28. 6.1973				
DENMARK	20.11.1972	30. 4.1973	29. 6.1973			
FRANCE	22.11.1972	30. 6.1973	2. 8.1973			
GERMANY (F.R.)	12. 1.1973	29. 6.1973	7. 2.1974			Yes
IRELAND	12. 1.1973		28. 6.1973			
ITALY	12. 1.1973	27. 6.1973	26. 9.1975			Yes
NETHERLANDS	27.11.1972	29. 6.1973	1. 4.1974			Yes
UNITED KINGDOM (4)	15.11.1972	18. 6.1973	2. 8.1973			
ALGERIA	12. 1.1973	22. 6.1973	20.11.1973			
AUSTRALIA	12. 1.1973		27. 4.1973			
AUSTRIA	9. 1.1973		29. 6.1973			
BULGARIA	15. 1.1973		10. 5.1973			Yes
CANADA	12. 1.1973		23. 3.1973			
CHILE	12. 1.1973	22. 6.1973	26. 9.1974			
COLOMBIA	12. 1.1973	29. 6.1973				
CZECHOSLOVAKIA				15. 3.1974	15. 3.1974	Yes
FINLAND	15. 1.1973		27. 6.1973			
GERMANY (D.R.)				20. 1.1975	20. 1.1975	Yes
HONDURAS	15. 1.1973	29. 6.1973				
HUNGARY	15. 1.1973		22. 5.1973			
JAPAN	15. 1.1973	29. 6.1973	27. 9.1973			
NEW ZEALAND				25.10.1973	25.10.1973	
NORWAY	12. 1.1973	27. 6.1973	2. 8.1973			
PHILIPPINES				14. 1.1974	14. 1.1974	
ROMANIA	15. 1.1973		26. 4.1973			Yes
SPAIN	15. 1.1973	29. 6.1973	2. 8.1973			
SWEDEN	19.12.1972		25. 4.1973			
SWITZERLAND	9. 1.1973		26. 6.1973			
UNION OF SOVIET SOCIALIST REPUBLICS	9. 1.1973		23. 4.1973			Yes
YUGOSLAVIA	15. 1.1973		26. 6.1973			

(1) Not published in OJ.

(2) See Article 67(2) of the Agreement. The Agreement has not yet entered into force definitively.

(3) In signing and ratifying this Agreement, Belgium was also acting on behalf of the Grand Duchy of Luxembourg.

(4) In accordance with Article 70, the United Kingdom extended application of the Agreement to St. Lucia, Dominica and St. Vincent.

(5) This date is only given where it falls after the date of entry into force of the Agreement.

(6) The texts of these declarations or reservations will be found on p. 741.

THE INTERNATIONAL WHEAT AGREEMENT

of 1971, comprising the Wheat Trading Convention and the Food Aid Convention(1)

COUNCIL DECISION

of 25 June 1974

on the conclusion of the International Wheat Agreement, 1971

(74/406/EEC)

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 report from the Commission;

Whereas the International Wheat Agreement, 1971, consisting of the Wheat Trade Convention, 1971, and the Food Aid Convention, 1971, 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 and the development aid policy as regards cereals,

HAS ADOPTED THIS DECISION:

Article 1

1. The International Wheat Agreement, 1971, of which the text is annexed to this Decision, is concluded in the name of the European Economic Community.

(1) OJ No L 219, 9.8.1974.

2. The President of the Council is hereby authorized to appoint the person empowered to deposit the instrument concluding the Agreement with the Government of the United States of America.

Done at Luxembourg, 25 June 1974.

For the Council
The President
H. D. GENSCHER

ANNEX

INTERNATIONAL WHEAT AGREEMENT, 1971

PREAMBLE

The United Nations Wheat Conference, 1971,

Considering that the International Wheat Agreement of 1949 was revised, renewed or extended in 1953, 1956, 1959, 1962, 1965, 1966 and 1967,

Considering that the provisions of the International Grains Arrangement, 1967, consisting of the Wheat Trade Convention, on the one hand, and the Food Aid Convention, on the other, will expire on 30 June 1971 and that it is desirable to conclude an Agreement for a new period,

Has agreed that this International Wheat Agreement, 1971 shall consist of two separate legal instruments:

(a) the Wheat Trade Convention, 1971 and

(b) the Food Aid Convention, 1971

and that either the Wheat Trade Convention, 1971 or both the Wheat Trade Convention, 1971 and the Food Aid Convention, 1971, as appropriate, shall be submitted for signature, ratification, acceptance or approval, in conformity with their respective constitutional procedures, by the Governments represented at the United Nations Wheat Conference, 1971 and by the Governments of States party to the Wheat Trade Convention of the International Grains Arrangement, 1967.

Part I

GENERAL

Article 1

OBJECTIVES

The objectives of this Convention are:

(a) To further international cooperation in connection with world wheat problems, recognizing the relationship of the trade in wheat to the economic stability of markets for other agricultural products;

(b) To promote the expansion of the international trade in wheat and wheat flour and to secure the freest possible flow of this trade in the interests of both exporting and importing members, and thus contribute to the development of countries, the economies of which depend on commercial sales of wheat;

(c) To contribute to the fullest extent possible to the stability of the international wheat market in the interests of both importing and exporting members; and

(d) To provide a framework, in conformity with Article 21 of the present Convention, for the negotiation of provisions relating to the prices of wheat and to the rights and obligations of members in respect of international trade in wheat.

Article 2

DEFINITIONS

For the purposes of this Convention:

1. (a) 'Council' means the International Wheat Council established by the International Wheat Agreement, 1949 and continued in being by Article 10;

   (b) 'Member' means a party to this Convention or a territory or a group of territories in respect of which a notification has been made pursuant to paragraph 3 of Article 28;

(c) 'Exporting member' means a member listed in Annex A;

(d) 'Importing member' means a member listed in Annex B;

(e) 'Territory' in relation to an exporting or importing member includes any territory in respect of which the rights and obligations of that member under this Convention apply under Article 28;

(f) 'Executive Committee' means the Committee established under Article 15;

(g) 'Advisory Subcommittee on Market Conditions' means the Subcommittee established under Article 16;

(h) 'Grains' means wheat, rye, barley, oats, maize and sorghum;

(i) 'Wheat' includes wheat grain of any description, class, type, grade or quality and, except where the context otherwise requires, wheat flour;

(j) 'Crop year' means the period from 1 July to 30 June;

(k) 'Bushel' means in the case of wheat sixty pounds avoirdupois or 27·2155 kilograms;

(l) 'Metric ton', or 1 000 kilograms, means in the case of wheat 36·7437l bushels;

(m) (i) 'Purchase' means a purchase for import of wheat exported or to be exported from an exporting member or from other than an exporting member, as the case may be, or the quantity of such wheat so purchased, as the context requires;

(ii) 'Sale' means a sale for export of wheat imported or to be imported by an importing member or by other than an importing member, as the case may be, or the quantity of such wheat so sold, as the context requires;

(iii) Where reference is made in this Convention to a purchase or sale, it shall be understood to refer not only to purchases or sales concluded between the Governments concerned but also to purchases or sales concluded between private traders and to purchases or sales concluded between a private trader and the Government concerned. In this definition 'Government' shall be deemed to include the Government of any territory in respect of which the rights and obligations of any Government ratifying, accepting, approving or acceding to this Convention apply under Article 28;

(n) Any reference in this Convention to a 'Government represented at the United Nations Wheat Conference, 1971' shall be construed as including a reference to the European Economic Community (hereinafter referred to as the EEC). Accordingly, any reference in this Convention to 'signature' or to the 'deposit of instruments of ratification, acceptance or approval' or 'an instrument of accession' or a 'declaration of provisional application' by a Government shall, in the case of the EEC be construed as including signature or declaration 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.

2. All calculations of the wheat equivalent of purchases of wheat flour shall be made on the basis of the rate of extraction indicated by the contract between the buyer and the seller. If no such rate is indicated, 72 units by weight of wheat flour shall, for the purpose of such calculations, be deemed to be equivalent to 100 units by weight of wheat grain unless the Council decides otherwise.

Article 3

COMMERCIAL PURCHASES AND SPECIAL TRANSACTIONS

1. A commercial purchase for the purposes of this Convention is a purchase as defined in Article 2 which conforms to the usual commercial practices in international trade and which does not include those transactions referred to in paragraph 2 of this Article.

2. A special transaction for the purposes of this Convention is one which includes features introduced by the Government of a member concerned which do not conform to usual commercial practices. Special transactions include the following:

(a) Sales on credit in which, as a result of government intervention, the interest rate, period of payment, or other related terms do not conform to the commercial rates, periods or terms prevailing in the world market;

(b) Sales in which the funds for the purchase of wheat are obtained under a loan from the Government of the exporting member tied to the purchase of wheat;

(c) Sales for currency of the importing member which is not transferable or convertible into currency or goods for use in the exporting member;

(d) Sales under trade agreements with special payments arrangements which include clearing accounts for settling credit balances bilaterally through the exchange of goods, except where the exporting member and the importing member concerned agree that the sale shall be regarded as commercial;

(e) Barter transactions:

(i) which result from the intervention of Governments where wheat is exchanged at other than prevailing world prices, or

(ii) which involve sponsorship under a Government purchase programme, except where the purchase of wheat results from a barter transaction in which the country of final destination was not named in the original barter contract;

(f) A gift of wheat or a purchase of wheat out of a monetary grant by the exporting member made for that specific purpose;

(g) Any other categories of transactions, as the Council may prescribe, that include features introduced by the Government of a member concerned which do not conform to usual commercial practices.

3. Any question raised by the Executive Secretary or by any exporting or importing member as to whether a transaction is a commercial purchase as defined in paragraph 1 of this Article or a special transaction as defined in paragraph 2 of this Article shall be decided by the Council.

Article 4

RECORDING AND REPORTING

1. The Council shall keep separate records for each crop year:

(a) for the purposes of the operation of this Convention, of all commercial purchases by members from other members and non-members and of all imports by members from other members and non-members on terms which render them special transactions; and

(b) of all commercial sales by members to non-members and of all exports by members to non-members on terms which render them special transactions.

2. The records referred to in the preceding paragraph shall be kept so that records of special transactions are separate from records of commercial transactions.

3. In order to facilitate the operation of the Advisory Subcommittee on Market Conditions under Article 16, the Council shall keep records of international market prices for wheat and wheat flour and transportation costs.

4. In the case of any wheat which reaches the country of final destination after re-sale in, passage through, or transhipment from the ports of, a country other than that in which the wheat originated, members shall to the maximum extent possible make available such information as will enable the purchase or transaction to be entered in the records referred to in paragraphs 1 and 2 of this Article as a purchase or transaction between the country of origin and the country of final destination. In the case of a re-sale, the provisions of this paragraph shall apply if the wheat originated in the country of origin during the same crop year.

5. The Council may authorize purchases to be recorded for a crop year if:

(a) the loading period involved is within a reasonable time up to one month, to be decided by the Council, before the beginning or after the end of that crop year; and

(b) the two members concerned so agree.

6. For the purpose of this Article:

(a) members shall send to the Executive Secretary such information concerning the quantities of wheat involved in commercial sales and purchases and special transactions as the Council within its competence may require, including:

  (i) in relation to special transactions, such detail of the transactions as will enable them to be classified in accordance with Article 3;

  (ii) in respect of wheat, such information as may be available as to the type, class, grade and quality, and the quantities relating thereto;

(iii) in respect of flour, such information as may be available to identify the quality of the flour and the quantities relating to each separate quality;

(b) members when exporting on a regular basis, and such other members as the Council shall decide, shall send to the Executive Secretary such information relating to prices of commercial and, where available, special transactions in such descriptions, classes, types, grades and qualities of wheat and wheat flour as the Council may require;

(c) the Council shall obtain regular information on currently prevailing transportation costs, and members shall to the extent practicable report such supplementary information as the Council may require.

7. The Council shall make rules of procedure for the reports and records referred to in this Article. Those rules shall prescribe the frequency and the manner in which those reports shall be made and shall prescribe the duties of members with regard thereto. The Council shall also make provision for the amendment of any records or statements kept by it, including provision for the settlement of any dispute arising in connection therewith. If any member repeatedly and unreasonably fails to make reports as required by this Article, the Executive Committee shall arrange consultations with that member to remedy the situation.

Article 5

ESTIMATES OF REQUIREMENTS AND AVAILABILITY OF WHEAT

1. By 1 October in the case of Northern Hemisphere countries and 1 February in the case of Southern Hemisphere countries, each importing member shall notify the Council of its estimate of its commercial import requirements of wheat in that crop year. Any importing member may thereafter notify the Council of any changes it may desire to make in its estimate.

2. By 1 October in the case of Northern Hemisphere countries and 1 February in the case of Southern Hemisphere countries, each exporting member shall notify the Council of its estimate of the wheat it will have

available for export in that crop year. Any exporting member may thereafter notify the Council of any changes it may desire to make in its estimate.

3. All estimates notified to the Council shall be used for the purpose of the administration of this Convention and may only be made available to exporting and importing members on such conditions as the Council may prescribe. Estimates submitted in accordance with this Article shall in no way be binding.

Article 6

CONSULTATIONS ON MARKET CONDITIONS

1. If the Advisory Subcommittee on Market Conditions, in the course of its continuous review of the market under paragraph 2 of Article 16, is of the opinion that a situation of market instability, has arisen or threatens imminently to arise, or if such a situation is called to the Advisory Subcommittee's attention by the Executive Secretary on his own initiative or at the request of any exporting or importing member, it shall immediately report the facts concerned to the Executive Committee. The Advisory Subcommittee shall in so informing the Executive Committee give particular regard to those circumstances which have brought about, or threaten to bring about, the situation of market instability, including price fluctuations. The Executive Committee shall meet within five market days to review the situation and to consider whether it would be possible to arrive at mutually acceptable solutions.

2. The Executive Committee shall, if it considers it appropriate, inform the Chairman of the Council who may convene a session of the Council to review the situation.

Article 7

DISPUTES AND COMPLAINTS

1. Any dispute concerning the interpretation or application of this Convention 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.

2. Any member which considers that its interests as a party to this Convention have been seriously prejudiced by actions of any one or more members affecting the operation of this Convention may bring the matter before the Council. In such a case, the Council shall immediately consult with the members concerned in order to resolve the matter. If the matter is not resolved through such consultations, the Council shall consider the matter further and may make recommendations to the members concerned.

Article 8

ANNUAL REVIEW OF THE WORLD WHEAT SITUATION

1. (a) In the furtherance of the objectives of this Convention as set forth in Article I, the Council shall annually review the world wheat situation and shall inform members of the effects upon the international trade in wheat of the facts which emerge from the review, in order that these effects be kept in mind by these members in determining and administering their internal agricultural and price policies.

(b) The review shall be carried out in the light of information obtainable in relation to national production, stocks, consumption, prices and trade, including both commercial and special transactions, of wheat.

(c) Each member may submit to the Council information which is relevant to the annual review of the world wheat situation and is not already available to the Council either directly or through the appropriate organization in the United Nations system including the United Nations Conference on Trade and Development (UNCTAD) and the Food and Agriculture Organization of the United Nations (FAO).

2. In carrying out the annual review, the Council shall consider the means through which the consumption of wheat may be increased, and may undertake, in cooperation with members, studies of such matters as:

(a) factors affecting the consumption of wheat in various countries, and

(b) means of achieving increased consumption, particularly in countries where the possibility of increased consumption is found to exist.

3. For the purposes of this Article, the Council shall take into account work done on grains by UNCTAD and the FAO and by other intergovernmental organizations, in order to avoid duplication of work, and may, without prejudice to the generality of paragraph 1 of Article 20, make such arrangements regarding cooperation in any of its activities as it considers desirable with such intergovernmental organizations and also with any Governments of members of the United Nations or of the specialized agencies not party to this Convention which have a substantial interest in the international trade in grains.

4. Nothing in this Article shall prejudice the complete liberty of action of any member in the determination and administration of its internal agricultural and price policies.

Article 9

GUIDELINES RELATING TO CONCESSIONAL TRANSACTIONS

1. Members undertake to conduct any concessional transactions in wheat in such a way as to avoid harmful interference with normal patterns of production and international commercial trade.

2. To this end members shall undertake appropriate measures to ensure that concessional transactions are additional to commercial sales which could reasonably be anticipated in the absence of such transactions. Such measures shall be consistent with the Principles of Surplus Disposal and Guiding Lines recommended by the FAO and may provide that a specified level of commercial imports of wheat, agreed with the recipient country, be maintained on a global basis by that country. In establishing or adjusting this level full regard shall be had to the commercial import levels in a representative period and to the economic circumstances of the recipient country, including, in particular, its balance-of-payments situation.

3. Members, when engaging in concessional export transactions, shall consult with exporting members whose commercial sales might be

affected by such transactions, to the maximum possible extent before such arrangements are concluded with recipient countries.

4. The Executive Committee shall furnish an annual report to the Council on developments in concessional transactions in wheat.

Part II

ADMINISTRATION

Article 10

CONSTITUTION OF THE COUNCIL

1. The International Wheat Council, established by the International Wheat Agreement 1949, shall continue in being for the purpose of administering this Convention with the membership, powers and functions provided in this Convention.

2. Each exporting and importing member shall be a voting member of the Council and may be represented at its meetings by one delegate, alternates, and advisers.

3. Such intergovernmental organizations as the Council may decide to invite to any of its meetings may each have one non-voting representative in attendance at those meetings.

4. The Council shall elect a Chairman and Vice-Chairman who shall hold office for one crop year. The Chairman shall have no vote and the Vice-Chairman shall have no vote while acting as Chairman.

Article 11

POWERS AND FUNCTIONS OF THE COUNCIL

1. The Council shall establish its Rules of Procedure.

2. The Council shall keep such records as are required by the terms of this Convention and may keep such other records as it considers desirable.

3. The Council shall publish an annual report and may also publish any other information (including, in particular, its annual review or any part or summary thereof) concerning matters within the scope of this Convention.

4. In addition to the powers and functions specified in this Convention the Council shall have such other powers and perform such other functions as are necessary to carry out the terms of this Convention.

5. The Council may, by two-thirds of the votes cast by the exporting members and two-thirds of the votes cast by the importing members delegate to any of its committees or to the Executive Secretary the exercise of powers or functions other than those relating to the budget and assessment of contributions contained in paragraphs 2 and 3 of Article 19. The Council may at any time revoke such delegation by a majority of the votes cast. Any decision made under any powers or functions delegated by the Council in accordance with this paragraph shall be subject to review by the Council at the request of any exporting or importing members made within a period which the Council shall prescribe. Any decision in respect of which no request for review has been made within the prescribed period shall be binding on all members.

6. In order to enable the Council to discharge its functions under this Convention, the Council may request, and members undertake to supply, such statistics and information as are necessary for this purpose.

Article 12

VOTES

1. The exporting members shall together hold 1 000 votes and the importing members shall together hold 1 000 votes.

2. The votes to be exercised by the respective delegations of exporting members on the Council shall be those specified in Annex A.

3. The votes to be exercised by the respective delegations of importing members on the Council shall be those specified in Annex B.

4. Any exporting member may authorize any other exporting member, and any importing member may authorize any other importing member, to represent its interests and to exercise its votes at any meeting or

meetings of the Council. Satisfactory evidence of such authorization shall be submitted to the Council.

5. If at any meeting of the Council an exporting member or an importing member is not represented by an accredited delegate and has not authorized another member to exercise its votes in accordance with paragraph 4 of this Article, and if at the date of any meeting any member has forfeited, has been deprived of, or has recovered its votes under any provisions of this Convention, the total votes to be exercised by the exporting members shall be adjusted to a figure equal to the total of votes to be exercised at that meeting by the importing members and redistributed among exporting members in proportion to their votes.

6. Whenever any country becomes or any member ceases to be a party to this Convention, the Council shall redistribute the votes within either Annex A or Annex B, as the case may be, proportionally to the number of votes held by each member listed in that Annex.

7. No exporting or importing member shall have less than one vote and there shall be no fractional votes.

Article 13

SEAT, SESSIONS AND QUORUM

1. The seat of the Council shall be London unless the Council decides otherwise.

2. The Council shall meet at least once during each half of each crop year and at such other times as the Chairman may decide, or as otherwise required by this Convention.

3. The Chairman shall convene a session of the Council if so requested by (a) five members or (b) one or more members holding a total of not less than 10% of the total votes or (c) the Executive Committee.

4. The presence of delegates with a majority of the votes held by the exporting members and a majority of the votes held by the importing members prior to any adjustment of votes under Article 12 shall be necessary to constitute a quorum at any meeting of the Council.

Article 14

DECISIONS

1. Except where otherwise specified in this Convention, decisions of the Council shall be by a majority of the votes cast by the exporting members and a majority of the votes cast by the importing members, counted separately.

2. Each member undertakes to accept as binding all decisions of the Council under the provisions of this Convention.

Article 15

EXECUTIVE COMMITTEE

1. The Council shall establish an Executive Committee. The members of the Executive Committee shall be not more than four exporting members elected annually by the exporting members and not more than eight importing members elected annually by the importing members. The Council shall appoint the Chairman of the Executive Committee and may appoint a Vice-Chairman.

2. The Executive Committee shall be responsible to and work under the general direction of the Council. It shall have such powers and functions as are expressly assigned to it under this Convention and such other powers and functions as the Council may delegate to it under paragraph 5 of Article 11.

3. The exporting members on the Executive Committee shall have the same total number of votes as the importing members. The votes of the exporting members on the Executive Committee shall be divided among them as they shall decide, provided that no such exporting member shall have more than 40% of the total votes of those exporting members. The votes of the importing members on the Executive Committee shall be divided among them as they shall decide, provided that no such importing member shall have more than 40% of the total votes of those importing members.

4. The Council shall prescribe rules of procedure regarding voting in the Executive Committee and may make such other provision regarding rules of procedure in the Executive Committee as it thinks fit. A decision of the Executive Committee shall require the same majority of votes as

this Convention prescribes for the Council when making a decision on a similar matter.

5. Any exporting or importing member which is not a member of the Executive Committee may participate, without voting, in the discussion of any question before the Executive Committee whenever the latter considers that the interests of that member are affected.

Article 16

ADVISORY SUBCOMMITTEE ON MARKET CONDITIONS

1. The Executive Committee shall establish an Advisory Subcommittee on Market Conditions consisting of technical representatives of not more than five exporting members and of not more than five importing members. The Chairman of the Advisory Subcommittee shall be appointed by the Executive Committee.

2. The Advisory Subcommittee shall keep under continuous review current market conditions and shall report to the Executive Committee as provided in Article 6. The Advisory Subcommittee shall, in the exercise of its functions, take into account any representations made by any exporting or importing member.

3. Any member which is not a member of the Advisory Subcommittee may participate in the discussion of any question before the Advisory Subcommittee whenever the latter considers that the interests of that member are directly affected.

4. The Advisory Subcommittee shall advise in accordance with the relevant Articles of this Convention and on such other matters as the Council or the Executive Committee may refer to it, including such matters as the Council may refer to it under Article 21 of this Convention.

Article 17

SECRETARIAT

1. The Council shall have a Secretariat consisting of an Executive Secretary, who shall be its chief administrative officer, and such staff as may be required for the work of the Council and its Committees.

2. The Council shall appoint the Executive Secretary who shall be responsible for the performance of the duties devolving upon the Secretariat in the administration of this Convention and for the performance of such other duties as are assigned to him by the Council and its Committees.

3. The staff shall be appointed by the Executive Secretary in accordance with regulations established by the Council.

4. It shall be a condition of employment of the Executive Secretary and of the staff that they do not hold or shall cease to hold financial interest in the trade in wheat and that they shall not seek or receive instructions regarding their duties under this Convention from any Government or from any other authority external to the Council.

Article 18

PRIVILEGES AND IMMUNITIES

1. The Council shall have legal personality. It shall in particular have the capacity to contract, acquire and dispose of movable and immovable property and to institute legal proceedings.

2. The status, privileges and immunities of the Council in the territory of the United Kingdom shall continue to be governed by the Headquarters Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the International Wheat Council signed at London on 28 November 1968.

3. The Agreement referred to in paragraph 2 of this Article shall be independent of the present Convention. It shall however terminate:

(a) by agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Council, or

(b) in the event of the seat of the Council being moved from the United Kingdom, or

(c) in the event of the Council ceasing to exist.

4. In the event of the seat of the Council being moved from the United Kingdom, the Government of the member in which the seat of the Council is situated shall conclude with the Council an international agreement relating to the status, privileges and immunities of the Council,

its Executive Secretary, its staff and representatives of members at meetings convened by the Council.

Article 19

FINANCE

1. The expenses of delegations to the Council and of representatives on its Committees and Subcommittees shall be met by their respective Governments. The other expenses necessary for the administration of this Convention shall be met by annual contributions from the exporting and importing members. The contribution of each such member for each crop year shall be in the proportion which the number of its votes bears to the total of the votes of the exporting and importing members at the beginning of that crop year.

2. At its first session after this Convention comes into force, the Council shall approve its budget for the period ending 30 June 1972 and assess the contribution to be paid by each exporting and importing member.

3. The Council shall, at a session during the second half of each crop year, approve its budget for the following crop year and assess the contribution to be paid by each exporting and importing member for that crop year.

4. The initial contribution of any exporting or importing member acceding to this Convention under paragraph 2 of Article 25 shall be assessed by the Council on the basis of the votes to be distributed to it and the period remaining in the current crop year, but the assessments made upon other exporting and importing members for the current crop year shall not be altered.

5. Contributions shall be payable immediately upon assessment. Any exporting or importing member failing to pay its contribution within one year of its assessment shall forfeit its voting rights until its contribution is paid, but shall not be relieved of its obligations under this Convention, nor shall it be deprived of any of its rights under this Convention unless the Council so decides.

6. The Council shall, each crop year, publish an audited statement of its receipts and expenditures in the previous crop year.

7. The Council shall, prior to its dissolution, provide for the settlement of its liabilities and the disposal of its records and assets.

Article 20

COOPERATION WITH OTHER INTERGOVERNMENTAL ORGANIZATIONS

1. The Council may make whatever arrangements are appropriate for consultation or cooperation with the United Nations and its organs, in particular UNCTAD, and with the FAO and such other specialized agencies of the United Nations and intergovernmental organizations as may be appropriate.

2. The Council, bearing in mind the particular role of UNCTAD in international commodity trade, will, as it considers appropriate, keep UNCTAD informed of its activities and programmes of work.

3. If the Council finds that any terms of this Convention are materially inconsistent with such requirements as may be laid down by the United Nations or through its appropriate organs and specialized agencies regarding intergovernmental commodity agreements, the inconsistency shall be deemed to be a circumstance affecting adversely the operation of this Convention and the procedure prescribed in paragraphs 2, 3 and 4 of Article 27 shall be applied.

Article 21

PRICES AND RELATED RIGHTS AND OBLIGATIONS

In order to assure supplies of wheat and wheat flour to importing members and markets for wheat and wheat flour to exporting members at equitable and stable prices, the Council shall at an appropriate time examine the questions of prices and related rights and obligations. When it is judged that these matters are capable of successful negotiation with the objective of bringing them into effect within the life of this Convention, the Council shall request the Secretary-General of UNCTAD to convene a negotiating conference.

Article 22

SIGNATURE

This Convention shall be open for signature in Washington from 29 March 1971 until and including 3 May 1971 by Governments of countries party to the Wheat Trade Convention, 1967 and by Governments represented at the United Nations Wheat Conference, 1971.

Article 23

RATIFICATION, ACCEPTANCE, APPROVAL

This Convention shall be subject to ratification, acceptance or approval by each signatory Government in accordance with its respective constitutional procedures. Instruments of ratification, acceptance or approval shall be deposited with the Government of the United States of America not later than 17 June 1971, except that the Council may grant one or more extensions of time to any signatory Government that has not deposited its instrument of ratification, acceptance or approval by that date.

Article 24

PROVISIONAL APPLICATION

Any signatory Government may deposit with the Government of the United States of America a declaration of provisional application of this Convention. Any other Government eligible to sign this Convention or whose application for accession is approved by the Council may also deposit with the Government of the United States of America a declaration of provisional application. Any Government depositing such a declaration shall provisionally apply this Convention and be provisionally regarded as a party thereto.

Article 25

ACCESSION

1. Any Government represented at the United Nations Wheat Conference, 1971, or the Government of any country party to the Wheat

Trade Convention, 1967, may accede to the present Convention until and including 17 June 1971, except that the Council may grant one or more extensions of time to any Government which has not deposited its instrument by that date.

2. After 17 June 1971, any Government invited to the United Nations Wheat Conference, 1971, may accede to the present Convention upon such conditions as the Council considers appropriate by two-thirds of the votes cast by exporting members and by two-thirds of the votes cast by importing members.

3. Accession shall be effected by deposit of an instrument of accession with the Government of the United States of America.

4. Where, for the purposes of the operation of this Convention, reference is made to members listed in Annex A or B, any member the Government of which has acceded to this Convention on conditions prescribed by the Council in accordance with this Article shall be deemed to be listed in the appropriate Annex.

Article 26

ENTRY INTO FORCE

1. This Convention shall enter into force among those Governments that have deposited instruments of ratification, acceptance, approval or accession as follows:

(a) On 18 June 1971 with respect to all provisions other than Articles 3 to 9 inclusive and Article 21, and

(b) On 1 July 1971 with respect to Articles 3 to 9 inclusive and Article 21

if such instruments of ratification, acceptance, approval or accession, or declarations of provisional application have been deposited not later than 17 June 1971 on behalf of Governments representing exporting members holding at least 60% of the votes set out in Annex A and representing importing members holding at least 50% of the votes set out in Annex B.

2. This Convention shall enter into force for any Government that deposits an instrument of ratification, acceptance, approval or accession after 18 June 1971 in accordance with the relevant provisions of this Convention on the date of such deposit, except that no part of it shall

enter into force for such a Government until that part enters into force for other Governments under paragraph 1 or 3 of this Article.

3. If this Convention does not enter into force in accordance with paragraph 1 of this Article, the Governments which have deposited instruments of ratification, acceptance, approval or accession, or declarations of provisional application may decide by mutual consent that it shall enter into force among those Governments that have deposited instruments of ratification, acceptance, approval or accession.

Article 27

DURATION, AMENDMENT AND WITHDRAWAL

1. This Convention shall remain in force until and including 30 June 1974. However, if a new agreement covering wheat is negotiated as envisaged by Article 21 and enters into force before 30 June 1974, this Convention shall remain in force only until the date of entry into force of the new agreement.

2. The Council may recommend an amendment of this Convention to the members.

3. The Council may fix a time within which each member shall notify the Government of the United States of America whether or not it accepts the amendment. The amendment shall become effective upon its acceptance by exporting members which hold two-thirds of the votes of the exporting members and by importing members which hold two-thirds of the votes of the importing members.

4. Any member which has not notified the Government of the United States of America of its acceptance of an amendment by the date on which such amendment becomes effective may, after giving such written notice of withdrawal to the Government of the United States of America as the Council may require in each case, withdraw from this Convention at the end of the current crop year, but shall not thereby be released from any obligations under this Convention which have not been discharged by the end of that crop year. Any such withdrawing member shall not be bound by the provisions of the amendment occasioning its withdrawal. If any member satisfies the Council at its first meeting following the effective date of the amendment that its acceptance could not be

secured in time by reason of constitutional or institutional difficulties and declares its intention to apply the amendment provisionally pending acceptance of that amendment, the Council may extend for such member the period fixed for acceptance until these difficulties have been overcome.

5. If any member considers that its interests are prejudiced by operation of this Convention, it may state its case to the Council and the Council shall, within 30 days, examine the matter. If the member concerned considers that notwithstanding the Council's intervention its interests continue to be prejudiced, it may withdraw from this Convention at the end of any crop year by giving written notice of withdrawal to the Government of the United States of America at least 90 days prior to the end of that crop year, but shall not, thereby, be released from any obligations under this Convention which have not been discharged by the end of that crop year.

6. Any member which becomes a Member State of the EEC during the currency of this Convention shall notify the Council, and the Council shall, within 30 days, consider the matter with a view to negotiating with that member and the EEC an appropriate adjustment of their respective rights and obligations under this Convention. The Council shall have power, in such circumstances, to recommend an amendment in accordance with paragraph 2 of this Article.

Article 28

TERRITORIAL APPLICATION

1. Any Government may, at the time of signature or ratification, acceptance, approval, provisional application of or accession to this Convention declare that its rights and obligations under this Convention shall not apply in respect of one or more of the territories for the international relations of which it is responsible.

2. With the exception of territories in respect of which a declaration has been made in accordance with paragraph 1 of this Article, the rights and obligations of any Government under this Convention shall apply in respect of all territories for the international relations of which that Government if responsible.

3. Any member may, at any time after its ratification, acceptance, approval, provisional application of or accession to this Convention, by notification to the Government of the United States of America, declare that its rights and obligations under this Convention shall apply in respect of one or more of the territories regarding which it has made a declaration in accordance with paragraph 1 of this Article.

4. Any member may, by giving notification of withdrawal to the Government of the United States of America, withdraw from this Convention separately in respect of one or more of the territories for whose international relations it is responsible.

5. When a territory to which this Convention extends under paragraphs 2 and 3 of this Article subsequently attains independence, the Government of that territory may, within 90 days after the attainment of independence, declare by notification to the Government of the United States of America that it has assumed the rights and obligations of a party to this Convention.

6. For the purposes of the redistribution of votes under Article 12, any change in the application of this Convention in accordance with this Article shall be regarded as a change in participation in this Convention in such a manner as may be appropriate to the circumstances.

Article 29

NOTIFICATION BY DEPOSITARY GOVERNMENT

The Government of the United States of America as the depositary Government shall notify all signatory and acceding Governments of each signature, ratification, acceptance, approval, provisional application of, and accession to, this Convention, as well as each notification and notice received under Article 27 and each declaration and notification received under Article 28.

Article 30

CERTIFIED COPY OF THE CONVENTION

As soon as possible after the definitive entry into force of this Convention, the depositary Government shall send a certified copy of this

Convention in the English, French, Russian and Spanish languages to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations. Any amendments to this Convention shall likewise be communicated.

Article 31

RELATIONSHIP OF PREAMBLE TO CONVENTION

This Convention includes the Preamble to the International Wheat Agreement, 1971.

In witness whereof the undersigned, having been duly authorized to this effect by their respective Governments have signed this Convention on the dates appearing opposite their signatures.

The texts of this Convention in the English, French, Russian and Spanish languages shall all be equally authentic, the originals being deposited with the Government of the United States of America, which shall transmit a certified copy thereof to each signatory and acceding Government and to the Executive Secretary of the Council.

ANNEX A

Votes of exporting members

Argentina	100
Australia	100
Bulgaria	5
Canada	280
European Economic Community	100
Greece	5
Kenya	5
Mexico	5
Spain	5
Sweden	10
United States of America	280
Union of Soviet Socialist Republics	100
Uruguay	5
	1 000

ANNEX B

Votes of importing members

Algeria	14
Austria	1
Barbados	1
Bolivia	5
Brazil	71
Ceylon	17
China	19
Colombia	8
Costa Rica	3
Cuba	2
Denmark	1
Dominican Republic	1
Ecuador	3
El Salvador	2
European Economic Community	152
Finland	2
Guatemala	3
India	34
Indonesia	7
Iran	2
Ireland	7
Israel	5
Japan	178
Kingdom of the Netherlands(1)	1
Korea, Republic of	16
Kuwait	3
Lebanon	9
Libya	5
Malta	2
Mauritius	2
Morocco	10
Nigeria	7
Norway	14
Pakistan	16

(1) With respect to the interests of Netherlands Antilles and Surinam.

Panama	2
Peru	25
Portugal	18
Saudi Arabia	10
South Africa	10
Switzerland	16
Syria	5
Trinidad and Tobago	4
Tunisia	5
Turkey	4
United Arab Republic	65
United Kingdom	183
Vatican City	1
Venezuela	29
	1 000

Food Aid Convention, 1971

Article I

OBJECTIVE

The objective of this Convention is to carry out a food aid programme with the help of contributions for the benefit of developing countries.

Article II

INTERNATIONAL FOOD AID

1. The countries parties to this Convention agree to contribute as food aid to the developing countries, wheat, coarse grains or products derived therefrom, suitable for human consumption and of an acceptable type and quality, or the cash equivalent thereof, in the minimum annual amounts specified in paragraph 2 below.

2. The minimum annual contribution of each country party to this Convention is fixed as follows:

	Metric tons
Argentina	23 000
Australia	225 000
Canada	495 000
European Economic Community	1 035 000
Finland	14 000
Japan	225 000
Sweden	35 000
Switzerland	32 000
United States of America	1 890 000

3. For the purpose of the operation of this Convention, any country which has signed this Convention pursuant to paragraph 2 of Article VI or which has acceded to this Convention pursuant to paragraph 2 or 3 of Article VIII shall be deemed to be listed in paragraph 2 of Article II together with the minimum contribution of such country as determined in accordance with the relevant provisions of Article VI or Article VIII.

4. The contribution of a country making the whole or part of its contribution to the programme in the form of cash shall be calculated

by evaluating the quantity determined for that country (or that portion of the quantity not contributed in grain) at US $ 1·73 per bushel.

5. Food aid in the form of grain shall be supplied on the following terms:

(a) sales for the currency of the importing country which is not transferable and is not convertible into currency or goods and services for use by the member country,(1)

(b) a gift of grain or a monetary grant to be used to purchase grain for the importing country; or

(c) sales on credit with payment to be made in reasonable annual amounts over periods of twenty years or more and with interest at rates which are below commercial rates prevailing in world markets(2) on the understanding that food aid in the form of grains shall be supplied to the maximum extent possible on the terms indicated in subparagraphs (a) and (b) above.

6. Grain purchases shall be made from participating countries.

7. In the use of grant funds, special regard shall be had to facilitating grain exports of developing member countries. To this end priority shall be given so that not less than 35% of the cash contribution to purchase grain for food aid or that part of such contribution required to purchase 200 000 metric tons of grain shall be used to purchase grains produced in developing member countries.

8. Contributions in the form of grains shall be placed in f.o.b. forward position by donor countries.

9. Countries parties to this Convention may, in respect of their contribution to the food aid programme, specify a recipient country or countries.

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(1) Under exceptional circumstances an exemption of not more than 10% may be granted.
(2) The credit sales agreement may provide for payment of up to 15% of principal upon delivery of the grain.

10. Countries parties to this Convention may make their contribution through an international organization or bilaterally. However, in accordance with the recommendation made in paragraph 3 of Resolution 2682 (XXV) of the United Nations General Assembly, they shall give full consideration to the advantages of directing a greater proportion of food aid through multilateral channels and shall place special emphasis on using the World Food Programme.

Article III

FOOD AID COMMITTEE

1. There shall be established a Food Aid Committee whose membership shall consist of the countries listed in paragraph 2 of Article II of this Convention and of the other countries that become party to this Convention. The Committee shall appoint a Chairman and a Vice-Chairman.

2. The Committee may, when appropriate, invite representatives of the secretariats of other international organizations whose membership is limited to Governments that are also members of the United Nations or its specialized agencies to attend as observers.

3. The Committee shall:

(a) receive regular reports from member countries on the amount, content, channelling and terms of their food aid contributions under this Convention;

(b) keep under review the purchase of grains financed by cash contributions with particular reference to the obligation in paragraph 7 of Article II concerning purchase of grain from developing participating countries.

4. The Committee shall:

(a) examine the way in which the obligations undertaken under the food aid programme have been fulfilled;

(b) exchange information on a regular basis on the functioning of the food aid arrangements under this Convention, in particular, where information is available, on its effects on food production in recipient countries.

The Committee shall report as necessary.

5. For the purposes of paragraph 4 of this Article the Committee may receive information from recipient countries and may consult with them.

Article IV

ADMINISTRATIVE PROVISIONS

The Food Aid Committee as set up according to the provisions of Article III shall use the services of the Secretariat of the International Wheat Council for the performance of such administrative duties as the Committee may request, including the processing and distribution of documentation and reports.

Article V

DEFAULTS AND DISPUTES

In the case of a dispute concerning the interpretation or application of this Convention or of a default in obligations under this Convention, the Food Aid Committee shall meet and take appropriate action.

Article VI

SIGNATURE

1. This Convention shall be open for signature in Washington from 29 March 1971 until and including 3 May 1971 by the Governments of Argentina, Australia, Canada, Finland, Japan, Sweden, Switzerland, and the United States of America, and by the European Economic Community and its Member States, provided that they sign both this Convention and the Wheat Trade Convention, 1971.

2. This Convention shall also be open for signature, on the same conditions, to countries signatories of the Food Aid Convention, 1967 which are not enumerated in paragraph 1 of this Article, provided that their contribution is at least equal to that which they agreed to make in the Food Aid Convention, 1967.

Article VII

RATIFICATION, ACCEPTANCE OR APPROVAL

This Convention shall be subject to ratification, acceptance or approval by each signatory in accordance with its constitutional or institutional procedures, provided that it also ratifies, accepts or approves the Wheat Trade Convention, 1971. Instruments of ratification, acceptance, approval or conclusion shall be deposited with the Government of the United States of America not later than 17 June 1971, except that the Food Aid Committee may grant one or more extensions of time to any signatory that has not deposited its instrument of ratification, acceptance, approval or conclusion by that date.

Article VIII

ACCESSION

1. This Convention shall be open for accession by the European Economic Community and its Member States or by any other Government referred to in Article VI, provided the Government also accedes to the Wheat Trade Convention, 1971 and provided further that in the case of Governments referred to in paragraph 2 of Article VI their contribution is at least equal to that which they agreed to make in the Food Aid Convention, 1967. Instruments of accession under this paragraph shall be deposited not later than 17 June 1971, except that the Food Aid Committee may grant one or more extensions of time to any Government that has not deposited its instrument of accession by that date.

2. The Food Aid Committee may approve accession to this Convention, as a donor, by the Government of any member of the United Nations or its specialized agencies on such conditions as the Food Aid Committee considers appropriate.

3. If any such Government, which is not referred to in Article VI, wishes to apply for accession to this Convention between the close of the period fixed for signature and the entry into force of this Convention, the signatories of this Convention may approve accession on such conditions as they consider appropriate. Any such approval and conditions shall be as valid under this Convention as if this action had been taken by the Food Aid Committee after the entry into force of this Convention.

4. Accession shall be effected by deposit of an instrument of accession with the Government of the United States of America.

Article IX

PROVISIONAL APPLICATION

The European Economic Community and its Member States and the Government of any other country referred to in Article VI may deposit with the Government of the United States of America a declaration of provisional application of this Convention, provided they also deposit a declaration of provisional application of the Wheat Trade Convention, 1971. Any other Government whose application for accession is approved may also deposit with the Government of the United States of America a declaration of provisional application. The European Economic Community and its Member States as well as any Government depositing such a declaration shall provisionally apply this Convention and be provisionally regarded as parties thereto.

Article X

ENTRY INTO FORCE

1. This Convention shall enter into force for the European Economic Community and its Member States and for those Governments that have deposited instruments of ratification, acceptance, approval, conclusion, or accession as follows:

(a) on 18 June 1971 with respect to all provisions other than Article II; and

(b) on 1 July 1971 with respect to Article II,

provided that the European Economic Community and its Member States and all Governments listed in paragraph 1 of Article VI have deposited such instruments or a declaration of provisional application by 17 June 1971 and that the Wheat Trade Convention, 1971 is in force. For any other Government that deposits an instrument of ratification, acceptance, approval, conclusion or accession after the entry into force of the Convention, this Convention shall enter into force on the date of such deposit.

2. If this Convention does not enter into force in accordance with the provisions of paragraph 1 of this Article, the Governments which by 18 June 1971 have deposited instruments of ratification, acceptance,

approval, conclusion or accession or declarations of provisional application may decide by mutual consent that it shall enter into force among those Governments that have deposited instruments of ratification, acceptance, approval, conclusion or accession, provided that the Wheat Trade Convention, 1971 is in force, or they may take whatever other action they consider the situation requires.

Article XI

DURATION

This Convention shall be effective for a three-year period from the date of the entry into force of Article II of this Convention.

Article XII

NOTIFICATION BY DEPOSITARY GOVERNMENT

The Government of the United States of America as the depositary Government shall notify all signatory and acceding parties of each signature, ratification, acceptance, approval, conclusion, provisional application of, and accession to, this Convention.

Article XIII

CERTIFIED COPY OF THE CONVENTION

As soon as possible after the definitive entry into force of this Convention, the depositary Government shall send a certified copy of this Convention in the English, French, Russian and Spanish languages to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations. Any amendments to this Convention shall likewise be communicated.

Article XIV

RELATIONSHIP OF PREAMBLE TO CONVENTION

This Convention includes the Preamble to the International Wheat Agreement, 1971.

In witness whereof the undersigned, having been duly authorized to this effect by their respective Governments or authorities, have signed this Convention on the dates appearing opposite their signatures.

The texts of this Convention in the English, French, Russian and Spanish languages shall all be equally authentic. The originals shall be deposited in the archives of the Government of the United States of America, which shall transmit certified copies thereof to each signatory and acceding party.

DECLARATIONS OR RESERVATIONS

DELEGATION OF THE COMMISSION OF THE EUROPEAN COMMUNITIES

Washington D.C., 29 July 1971

The Embassy of Italy presents its compliments to the Department of State and on behalf of the European Economic Community—the Presidency of which in the second half of 1971 is exercised by Italy—has the honour to refer to the Department's note of 7 June 1971, concerning the statements contained in the note of accession of the Union of Soviet Socialist Republics to the Wheat Trade Convention, 1971.

The Government of Italy, in said capacity, wishes to inform that the Council of the European Communities does not accept the statement by the Union of Soviet Socialist Republics referring to the European Economic Community.

FEDERAL REPUBLIC OF GERMANY

29 July 1971

The Embassy of the Federal Republic of Germany presents its compliments to the Department of State and, with reference to the note of 7 June 1971 concerning the International Wheat Agreement 1971, consisting of the Wheat Trade Convention 1971, and the Food Aid Convention 1971 wishes to advise that the Federal Republic of Germany does not accept the statement by the Government of the Union of the Soviet Socialist Republics referring to the European Economic Community.

FEDERAL REPUBLIC OF GERMANY[1]

An instrument of ratification of the Wheat Trade Convention 1971, and the Food Aid Convention 1971, was deposited with the Government of the United States of America by the Federal Republic of Germany on 27 June 1973. The ratification was accompanied by a note of the Ambassador of the Federal Republic of Germany declaring on behalf of the Government of the Federal Republic of Germany that 'the said Conventions shall also apply to Berlin (West) with effect from the date on which they enter into force for the Federal Republic of Germany'.

LUXEMBOURG

29 July 1971

The Embassy of Luxembourg presents its compliments to the Department of State and has the honour to refer to its note of 7 June 1971 concerning the statement contained in the note of accession of the Union of Soviet Socialist Republics to the Wheat Trade Convention 1971.

The Embassy wishes to inform the Department that the Government of Luxembourg does not accept the statement by the Union of Soviet Socialist Republics referring to the European Economic Community.

FRANCE[2]

29 July 1971

The Embassy of France presents its compliments to the State Department and would refer to the note of 7 June in which the State Department gave notification of the accession of the Union of Soviet Socialist Republics to the International Wheat Agreement of 1971.

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(1) Extract from the letter of 13 July 1973 sent by the depositary to the Contracting Parties.
(2) Translated by the translation departments of the Communities on the basis of the French text forwarded by the depositary.

The Embassy of France has the honour to inform the State Department that the French Government does not accept the reservation entered by the USSR concerning the European Economic Community.

ITALY

29 July 1971

The Embassy of Italy presents its compliments to the Department of State, and has the honour to refer to the Department's note of 7 June 1971, concerning the statements contained in the note of accession of the Union of Soviet Socialist Republics to the Wheat Trade Convention 1971.

The Embassy of Italy wishes to inform that its Government does not accept the statement by the USSR referring to the European Economic Community.

USSR

Moscow, 14 May 1971

I have the honour to inform you that the Government of the Union of Soviet Socialist Republics has decided on the accession of the Soviet Union to the Wheat Trade Convention of 1971.

In acceding to the aforesaid Convention the Union of Soviet Socialist Republics declares that:

(a) The accession to the Convention by the Union of Soviet Socialist Republics does not imply recognition by it of the European Economic Community and does not create any obligations on the part of the USSR in relation to that Community;

(b) The provisions of Articles 22 and 25 of the Convention, restricting the possibility for some States to become parties thereto, violate the universally recognized principle of the sovereign equality of States;

(c) The provisions of Articles 2 and 28 of the Convention relating to the extension of the rights and obligations of Governments under the

Convention to territories for the international relations of which they are responsible have become obsolete and are contrary to the Declaration of the General Assembly of the UN regarding the granting of independence to colonial countries and peoples (Resolution of the UN General Assembly 1514/XV, of 14 December 1960);

(d) Regarding the reference to China in Annex B of the Convention, the Government of the Union of Soviet Socialist Republics declares that there is only one Chinese State in the world—the People's Republic of China;

(e) The reference in Annex B of the Convention to the so-called Republic of Korea is illegal, since the South Korean authorities cannot in any case act in the name of Korea.

I request you, Mr Secretary of State, to consider this document as an instrument of accession of the Union of Soviet Socialist Republics to the abovementioned Wheat Trade Convention in accordance with Article 25 thereof.

USSR

5 September 1973

The Embassy of the Union of Soviet Socialist Republics, referring to the note of the Department of State, dated 13 July 1973, which reports the deposit by the Federal Republic of Germany with the Government of the United States of America of the Instrument of Ratification of the Wheat Trade Convention of 1971 and the Food Aid Convention of 1971, informs the Department of State of the following:

The Soviet side can take into consideration the statement of the Federal Republic of Germany on extending the effectiveness of the abovementioned Conventions to Berlin (West) only with the understanding that this extension is made in accordance with the Quadrilateral Agreement of 3 September 1971, and with the observance of the established procedures.

The Embassy asks the Department of State to bring the contents of this note to the attention of all the parties of said Conventions, who were informed of their ratification by the Federal Republic of Germany.

THE NETHERLANDS

29 July 1971

The Netherlands Chargé d'Affaires a.i. presents his compliments to the Honourable the Secretary of State and with reference to Mr Roger's note of 7 June 1971, concerning the Wheat Trade Convention 1971, especially to the note of the Minister of Foreign Affairs of the Union of Soviet Socialist Republics dated 14 May 1971, regarding the reservation made in paragraph A of said note, has the honour to inform him that the Government of the Kingdom of the Netherlands does not accept the reservation formulated by the Government of the Union of Soviet Socialist Republics and which regards the European Economic Community.

BELGIUM

29 July 1971

The Embassy of Belgium presents its compliments to the Department of State and has the honour to refer to the Department's note of 7 June 1971, concerning the statements contained in the note of accession of the Union of Soviet Socialist Republics to the Wheat Trade Convention 1971.

The Embassy of Belgium wishes to inform the Department of State that the Government of Belgium does not accept the statement by the Union of Soviet Socialist Republics referring to the European Economic Community.

JAPAN

30 April 1971

I have the honour to inform Your Excellency that in signing the Food Aid Convention, 1971 of the International Wheat Agreement, 1971, the Government of Japan makes the following reservation thereto.

'The Government of Japan reserves the right to discharge its obligations under Article II by providing assistance in the form of rice, not excluding rice produced in non-member developing countries, or, if requested by recipient countries, in the form of agricultural materials.'

I have further the honour to request Your Excellency to have the foregoing reservation circulated among the signatory and acceding Governments.

THE REPUBLIC OF CUBA

27 April 1971

The Embassy of the Czechoslovak Socialist Republic as representative of the interests of the Government of the Republic of Cuba in the United States presents its compliments to the Department of State and referring to the signing on behalf of the Government of the Republic of Cuba of the Wheat Trade Convention, which in its Enclosure No 2 refers to the so-called Republic of Korea and China, has the honour to inform the Department of State of the following position of the Government of the Republic of Cuba in signing the aforementioned Convention:

'The signing of the present Convention on behalf of the Government of the Republic of Cuba does not in any way mean or imply the recognition of any regime or Government on the respective territories which have not been recognized by the Government of the Republic of Cuba as a State or Government.'

PROTOCOLS

for the further extension of the Wheat Trade Convention and Food Aid Convention constituting the International Wheat Agreement, 1971[1]

COUNCIL DECISION

of 28 May 1975

concerning the signature and deposit of the declaration of provisional application of the Protocols for the further extension of the Wheat Trade Convention and the Food Aid Convention constituting the International Wheat Agreement 1971

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,

HAS DECIDED AS FOLLOWS:

Sole Article

The President of the Council shall be authorized to designate the person empowered to sign the declaration of provisional application of the Protocols for the further extension of the Wheat Trade Convention and the Food Aid Convention constituting the International Wheat Agree-

[1] Not published in the OJ.

ment, 1971,[1] annexed hereto and to deposit it with the Government of the United States of America.

Done at Brussels, 28 May 1975

For the Council
The President
(s.) Richie RYAN

[1] OJ No L 219, 9.8.1974.

ANNEX

DECLARATION

of provisional application of the Protocols for the further extension of the Wheat Trade Convention and the Food Aid Convention constituting the International Wheat Agreement, 1971

It will not be possible for the European Economic Community to complete by 18 June 1975 the institutional procedures provided for in Article 6 of the Protocol for the further extension of the Wheat Trade Convention, 1971 and in Article VI of the Protocol for the further extension of the Food Aid Convention, 1971.

Therefore, in accordance with Articles 8 and VIII of the respective Protocols, the Community makes this declaration of provisional application. By lodging such a declaration, the Community considers itself to be provisionally a Party to the Protocols, with all the rights and obligations which result therefrom until such time as the Council of the European Communities shall have taken a final decision on the matter.

PROTOCOLS

for the further extension of the Wheat Trade Convention and Food Aid Convention constituting the International Wheat Agreement, 1971

PREAMBLE

The Conference to establish the texts of the Protocols for the further extension of the Conventions constituting the International Wheat Agreement, 1971,

Considering that the International Wheat Agreement of 1949 was revised, renewed or extended in 1953, 1956, 1959, 1962, 1965, 1966, 1967, 1968, 1971 and 1974,

Considering that the International Wheat Agreement, 1971, consisting of two separate legal instruments, the Wheat Trade Convention, 1971 and the Food Aid Convention, 1971, both of which were extended by Protocol in 1974, will expire on 30 June 1975,

Has established the texts of Protocols for the further extension of the Wheat Trade Convention, 1971 and for the further extension of the Food Aid Convention, 1971.

Protocol for the further extension of the Wheat Trade Convention, 1971

The Governments party to this Protocol,

Considering that the Wheat Trade Convention, 1971 (hereinafter referred to as 'the Convention') of the International Wheat Agreement, 1971, which was extended by Protocol in 1974, expires on 30 June 1975,

Have agreed as follows:

Article 1

EXTENSION, EXPIRY AND TERMINATION OF THE CONVENTION

Subject to the provisions of Article 2 of this Protocol, the Convention shall continue in force between the parties to this Protocol until 30 June 1976, provided that, if a new international agreement covering wheat enters into force before 30 June 1976, this Protocol shall remain in force only until the date of entry into force of the new agreement.

Article 2

INOPERATIVE PROVISIONS OF THE CONVENTION

The following provisions of the Convention shall be deemed to be inoperative with effect from 1 July 1975:

(a) paragraph 4 of Article 19;

(b) Articles 22 to 26 inclusive;

(c) paragraph 1 of Article 27;

(d) Articles 29 to 31 inclusive.

Article 3

DEFINITION

Any reference in this Protocol to a 'Government' or 'Governments' shall be construed as including a reference to the European Economic Community (hereinafter referred to as 'the Community'). Accordingly, any reference in this Protocol to 'signature' or to the 'deposit of instruments of ratification, acceptance, approval or conclusion' or 'an instrument of accession' or a 'declaration of provisional application' by a Government shall, in the case of the Community, be construed as including signature or declaration or provisional application on behalf of the Community by its competent authority and the deposit of the instrument required by the institutional procedures of the Community to be deposited for the conclusion of an international agreement.

Article 4

FINANCE

The initial contribution of any exporting or importing member acceding to this Protocol under paragraph 1 (b) of Article 7 thereof, shall be assessed by the Council on the basis of the votes to be distributed to it and the period remaining in the current crop year, but the assessments made upon other exporting and importing members for the current crop year shall not be altered.

Article 5

SIGNATURE

This Protocol shall be open for signature in Washington from 25 March 1975 until and including 14 April 1975 by Governments of countries party to the Convention as extended by Protocol, or which are provisionally regarded as party to the Convention as extended by Protocol, on 25 March 1975, or which are members of the United Nations, of its specialized agencies or of the International Atomic Energy Agency, and are listed in Annex A or Annex B to the Convention.

Article 6

RATIFICATION, ACCEPTANCE, APPROVAL OR CONCLUSION

This Protocol shall be subject to ratification, acceptance, approval or conclusion by each signatory Government in accordance with its respective constitutional or institutional procedures. Instruments of ratification, acceptance, approval or conclusion shall be deposited with the Government of the United States of America not later than 18 June 1975, except that the Council may grant one or more extensions of time to any signatory Government that has not deposited its instrument of ratification, acceptance, approval or conclusion by that date.

Article 7

ACCESSION

1. This Protocol shall be open for accession:

(a) until 18 June 1975 by the Government of any member listed in Annex A or B to the Convention as of that date, except that the Council may grant one or more extensions of time to any Government that has not deposited its instrument by that date, and

(b) after 18 June 1975 by the Government of any member of the United Nations, of its specialized agencies or of the International Atomic Energy Agency upon such conditions as the Council considers appropriate by not less than two-thirds of the votes cast by exporting members and two-thirds of the votes cast by importing members.

2. Accession shall be effected by the deposit of an instrument of accession with the Government of the United States of America.

3. Where, for the purposes of the operation of the Convention and this Protocol, reference is made to members listed in Annex A or B to the Convention, any member the Government of which has acceded to the Convention on conditions prescribed by the Council, or to this Protocol in accordance with paragraph 1 (b) of this Article, shall be deemed to be listed in the appropriate Annex.

Article 8

PROVISIONAL APPLICATION

Any signatory Government may deposit with the Government of the United States of America a declaration of provisional application of this Protocol. Any other Government eligible to sign this Protocol or whose application for accession is approved by the Council may also deposit with the Government of the United States of America a declaration of provisional application. Any Government depositing such a declaration shall provisionally apply this Protocol and be provisionally regarded as a party thereto.

Article 9

ENTRY INTO FORCE

1. This Protocol shall enter into force among those Governments which have deposited instruments of ratification, acceptance, approval, conclusion or accession, or declarations of provisional application, in accordance with Articles 6, 7 and 8 of this Protocol by 18 June 1975, as follows:

(a) on 19 June 1975, with respect to all provisions of the Convention other than Articles 3 to 9 inclusive and Article 21, and

(b) on 1 July 1975, with respect to Articles 3 to 9 inclusive, and Article 21 of the Convention,

if such instruments of ratification, acceptance, approval, conclusion or accession, or declarations of provisional application have been deposited not later than 18 June 1975 on behalf of Governments representing exporting members which held at least 60% of the votes set out in Annex A and representing importing members which held at least 50% of the votes set out in Annex B, or would have held such votes respectively if they had been parties to the Convention on that date.

2. This Protocol shall enter into force for any Government that deposits an instrument of ratification, acceptance, approval, conclusion or accession after 19 June 1975 in accordance with the relevant provisions of this Protocol, on the date of such deposit, except that no part of it shall enter into force for such a Government until that part enters into force for other Governments under paragraph 1 or 3 of this Article.

3. If this Protocol does not enter into force in accordance with paragraph 1 of this Article, the Governments which have deposited instruments of ratification, acceptance, approval, conclusion or accession, or declarations of provisional application, may decide by mutual consent that it shall enter into force among those Governments that have deposited instruments of ratification, acceptance, approval, conclusion or accession, or declarations of provisional application.

Article 10

NOTIFICATION BY DEPOSITARY GOVERNMENT

The Government of the United States of America as the depositary Government shall notify all signatory and acceding Governments of each signature, ratification, acceptance, approval, conclusion, provisional application of, and accession to, this Protocol, as well as of each notification and notice received under Article 27 of the Convention and each declaration and notification received under Article 28 of the Convention.

Article 11

CERTIFIED COPY OF THE PROTOCOL

As soon as possible after the definitive entry into force of this Protocol, the depositary Government shall send a certified copy of this Protocol in the English, French, Russian and Spanish languages to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations. Any amendments to this Protocol shall likewise be communicated.

Article 12

RELATIONSHIP OF PREAMBLE TO PROTOCOL

This Protocol includes the Preamble to the Protocols for the further extension of the International Wheat Agreement, 1971.

In witness whereof the undersigned, having been duly authorized to this effect by their respective Governments or authorities, have signed this Protocol on the dates appearing opposite their signatures.

The texts of this Protocol in the English, French, Russian and Spanish languages shall be equally authentic. The originals shall be deposited with the Government of the United States of America, which shall transmit certified copies thereof to each signatory and acceding party and to the Executive Secretary of the Council.

Protocol
for the further extension of the Food Aid Convention, 1971

The parties to this Protocol,

Considering that the Food Aid Convention, 1971 (hereinafter referred to as 'the Convention') of the International Wheat Agreement, 1971, which was extended by Protocol in 1974, expires on 30 June 1975,

Have agreed as follows:

Article I

EXTENSION, EXPIRY AND TERMINATION OF THE CONVENTION

Subject to the provisions of Article II of this Protocol, the Convention shall continue in force between the parties to this Protocol until 30 June 1976, provided that, if a new agreement covering food aid enters into force before 30 June 1976 this Protocol shall remain in force only until the date of entry into force of the new agreement.

Article II

INOPERATIVE PROVISIONS OF THE CONVENTION

The provisions of paragraphs 1, 2 and 3 of Article II, of paragraph 1 of Article III, and of Articles VI to XIV, inclusive, of the Convention shall be deemed to be inoperative with effect from 1 July 1975.

Article III

INTERNATIONAL FOOD AID

1. The parties to this Protocol agree to contribute as food aid to the developing countries, wheat, coarse grains of products derived therefrom, suitable for human consumption and of an acceptable type and quality, or the cash equivalent thereof, in the minimum annual amounts specified in paragraph 2 below.

2. The minimum annual contribution of each party to this Protocol is fixed as follows:

	Metric tons
Argentina	23 000
Australia	225 000
Canada	495 000
Finland	14 000
Japan	225 000
Sweden	35 000
Switzerland	32 000
United States of America	1 890 000

3. For the purpose of the operation of this Protocol, any party which has signed this Protocol pursuant to paragraph 2 of Article V thereof, or which has acceded to this Protocol pursuant to the appropriate provisions of Article VII thereof, shall be deemed to be listed in paragraph 2 of Article III of this Protocol together with the minimum contribution of such party as determined in accordance with the relevant provisions of Article V or Article VII of this Protocol.

Article IV

FOOD AID COMMITTEE

There shall be established a Food Aid Committee whose membership shall consist of the parties listed in paragraph 2 of Article III of this Protocol and of those others that become parties to this Protocol. The Committee shall appoint a Chairman and a Vice-Chairman.

Article V

SIGNATURE

1. This Protocol shall be open for signature in Washington from 25 March 1975 until and including 14 April 1975 by the Governments of Argentina, Australia, Canada, Finland, Japan, Sweden, Switzerland and the United States of America, provided that they sign both this Protocol and the Protocol for the further extension of the Wheat Trade Convention, 1971.

2. This Protocol shall also be open for signature, on the same conditions, to parties to the Food Aid Convention, 1967 or to the Food Aid

Convention, 1971 as extended by Protocol, and to those provisionally regarded as parties to the Food Aid Convention, 1971 as extended by Protocol, which are not enumerated in paragraph 1 of this Article, provided that their contribution is at least equal to that which they agreed to make in the Food Aid Convention, 1967 or, subsequently, in the Food Aid Convention, 1971 as extended by Protocol.

Article VI

RATIFICATION, ACCEPTANCE, APPROVAL OR CONCLUSION

This Protocol shall be subject to ratification, acceptance, approval or conclusion by each signatory in accordance with its constitutional or institutional procedures, provided that it also ratifies, accepts, approves or concludes the Protocol for the further extension of the Wheat Trade Convention, 1971. Instruments of ratification, acceptance, approval or conclusion shall be deposited with the Government of the United States of America not later than 18 June 1975, except that the Food Aid Committee may grant one or more extensions of time to any signatory that has not deposited its instrument of ratification, acceptance, approval or conclusion by that date.

Article VII

ACCESSION

1. This Protocol shall be open for accession by any party referred to in Article V of this Protocol, provided it also accedes to the Protocol for the further extension of the Wheat Trade Convention, 1971 and provided further that in the case of parties referred to in paragraph 2 of Article V their contribution is at least equal to that which they agreed to make in the Food Aid Convention, 1967 or, subsequently, in the Food Aid Convention, 1971 as extended by Protocol. Instruments of accession under this paragraph shall be deposited not later than 18 June 1975, except that the Food Aid Committee may grant one or more extensions of time to any party that has not deposited its instrument of accession by that date.

2. The Food Aid Committee may approve accession to this Protocol, as a donor, by the Government of any member of the United Nations, of its specialized agencies or of the International Atomic Energy Agency, on such conditions as the Food Aid Committee considers appropriate,

provided that the Government also accedes at the same time to the Protocol for the further extension of the Wheat Trade Convention, 1971, if not already a party to it.

3. Accession shall be effected by the deposit of an instrument of accession with the Government of the United States of America.

Article VIII

PROVISIONAL APPLICATION

Any party referred to in Article V of this Protocol may deposit with the Government of the United States of America a declaration of provisional application of this Protocol, provided it also deposits a declaration of provisional application of the Protocol for the further extension of the Wheat Trade Convention, 1971. Any other party whose application for accession is approved may also deposit with the Government of the United States of America a declaration of provisional application, provided that the party also deposits a declaration of provisional application of the Protocol for the further extension of the Wheat Trade Convention, 1971, unless it is already a party to that Protocol or has already deposited a declaration of provisional application of that Protocol. Any such party depositing such a declaration shall provisionally apply this Protocol and be provisionally regarded as a party thereto.

Article IX

ENTRY INTO FORCE

1. This Protocol shall enter into force for those parties that have deposited instruments of ratification, acceptance, approval, conclusion or accession:

(a) on 19 June 1975 with respect to all provisions other than Article II of the Convention and Article III of the Protocol, and

(b) on 1 July 1975 with respect to Article II of the Convention and Article III of the Protocol

provided that all Governments listed in paragraph 1 of Article V of this Protocol have deposited such instruments or a declaration of provisional application by 18 June 1975 and that the Protocol for the further

extension of the Wheat Trade Convention, 1971 is in force. For any other party that deposits an instrument of ratification, acceptance, approval, conclusion or accession after the entry into force of the Protocol, this Protocol shall enter into force on the date of such deposit.

2. If this Protocol does not enter into force in accordance with the provisions of paragraph 1 of this Article, the parties which by 19 June 1975 have deposited instruments of ratification, acceptance, approval, conclusion or accession, or declarations of provisional application may decide by mutual consent that it shall enter into force among those parties that have deposited instruments of ratification, acceptance, approval, conclusion or accession, or declarations of provisional application, provided that the Protocol for the further extension of the Wheat Trade Convention, 1971 is in force, or they may take whatever other action they consider the situation requires.

Article X

NOTIFICATION BY DEPOSITARY GOVERNMENT

The Government of the United States of America as the depositary Government shall notify all signatory and acceding parties of each signature, ratification, acceptance, approval, conclusion, provisional application of, and accession to this Protocol.

Article XI

CERTIFIED COPY OF THE PROTOCOL

As soon as possible after the definitive entry into force of this Protocol, the depositary Government shall send a certified copy of this Protocol in the English, French, Russian and Spanish languages to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations. Any amendments to this Protocol shall likewise be communicated.

Article XII

RELATIONSHIP OF PREAMBLE TO PROTOCOL

This Protocol includes the Preamble to the Protocols for the further extension of the International Wheat Agreement, 1971.

In witness whereof the undersigned, having been duly authorized to this effect by their respective Governments or authorities, have signed this Protocol on the dates appearing opposite their signatures.

The texts of this Protocol in the English, French, Russian and Spanish languages shall all be equally authentic. The originals shall be deposited with the Government of the United States of America, which shall transmit certified copies thereof to each signatory and acceding party.

DECLARATIONS OR RESERVATIONS

DELEGATION OF THE COMMISSION OF THE EUROPEAN COMMUNITIES

18 June 1975

I have the honour to inform you that in connection with the Protocol for the further extension of the Wheat Trade Convention, 1971, The Council of Ministers of the European Community does not accept the reservation relating to the European Economic Community accompanying the signature of the Union of Soviet Socialist Republics of that Protocol on 8 April 1975, and repeated in the Instrument of Acceptance dated 23 April 1975, which was deposited on 6 May 1975, with the Government of the United States of America.

UNITED KINGDOM

18 June 1975

Her Britannic Majesty's Ambassador has the honour to inform the Secretary of State of the United States of America that in connection with the Protocol for the further extension of the Wheat Trade Convention, 1971, the Government of the United Kingdom of Great Britain and Northern Ireland does not accept the reservation relating to the European Economic Community accompanying the signature of the Union of Soviet Socialist Republics of that Protocol on 8 April 1975 and repeated in the Instrument of Acceptance dated 23 April 1975 which was deposited on 6 May 1975 with the Government of the United States of America.

IRELAND

18 June 1975

I have the honour to inform you that, in connection with the Protocol for the further extension of the Wheat Trade Convention, 1971, the Government of Ireland does not accept the reservation relating to the European Economic Community accompanying the signature of the Union of Soviet Socialist Republics of that Protocol on 8 April 1975 and repeated in the Instrument of Acceptance dated 23 April 1975, which was deposited on 6 May 1975 with the Government of the United States of America.

FEDERAL REPUBLIC OF GERMANY

18 June 1975

The Embassy of the Federal Republic of Germany presents its compliments to the Department of State and has the honour to state the following with regard to the Protocol for the further extension of the Wheat Trade Convention of 1971:

The Government of the Federal Republic of Germany does not accept the reservation relating to the European Economic Community accompanying the signature of the Union of Soviet Socialist Republics of that Protocol on 8 April 1975 and repeated in the Instruments of Acceptance dated 23 April 1975 which was deposited on 6 May 1975 with the Government of the United States of America.

FEDERAL REPUBLIC OF GERMANY

15 September 1975

In connection with the deposit today of the instrument of accession of the Federal Republic of Germany to the Protocol for the further extension of the Wheat Trade Convention 1971, I have the honour to declare on behalf of the Government of the Federal Republic of Germany that

the said Protocol shall also apply to Berlin (West) with effect from the date on which it enters into force for the Federal Republic of Germany.

FEDERAL REPUBLIC OF GERMANY

15 September 1975

In connection with the deposit today of the instrument of accession of the Federal Republic of Germany to the Protocol for the further extension of the Food Aid Convention 1971, I have the honour to declare on behalf of the Government of the Federal Republic of Germany that the said Protocol shall also apply to Berlin (West) with effect from the date on which it enters into force for the Federal Republic of Germany.

LUXEMBOURG

18 June 1975

I have the honour to inform you that, in connection with the Protocol for the further extension of the Wheat Trade Convention, 1971, the Government of the Grand Duchy of Luxembourg does not accept the reservation relating to the European Economic Community accompanying the signature of the Union of Soviet Socialist Republics of that Protocol on 8 April 1975 and repeated in the Instrument of Acceptance dated 23 April 1975, which was deposited on 6 May 1975 with the Government of the United States of America.

FRANCE(1)

Washington, 18 June 1975

The Embassy of France presents its compliments to the State Department and refers to the reservation entered by the Union of Soviet Socialist Republics concerning the European Economic Community when signing

(1) Translated by the translation departments of the Communities on the basis of the French text forwarded by the depositary.

on 8 April 1975 the Protocol extending the Wheat Trade Convention of 1971, and in its Instrument of Acceptance dated 23 April 1975 and deposited on 6 May 1975 with the Government of the United States of America.

The Embassy of France has the honour to inform the State Department that the French Government does not accept this reservation.

ITALY

18 June 1975

The Italian Embassy presents its compliments to the Department of State and has the honour to inform that, in connection with the Protocol of further extension of the Wheat Trade Convention 1971, the Government of Italy does not accept the statement relating to the European Economic Community which accompanies the signature of that Protocol on 8 April 1975 and the deposit of the Instruments of Acceptance of the same Protocol on 6 May 1975 by the Union of Soviet Socialist Republics.

USSR

Moscow, 23 April 1975

I have the honour to inform you that the Government of the Union of Soviet Socialist Republics has made a decision to accept the Protocol for the further extension of the Wheat Trade Convention, 1971 with the following statement:

'The Government of the Union of Soviet Socialist Republics states that the participation of the Union of Soviet Socialist Republics in the Protocol does not create for the USSR any obligations pertaining to the European Economic Community and that the provisions of the Protocol limiting the possibility of participation in it of some States are in contradiction to the universally recognized principle of sovereign equality of States.'

Please, Mr Secretary of State, regard this letter as an official document of acceptance by the Government of the Union of Soviet Socialist Republics of the abovementioned Protocol in accordance with its Article 6.

DENMARK

18 June 1975

I have the honour to inform you that in connection with the Protocol for the further extension of the Wheat Trade Convention, 1971, the Government of Denmark does not accept the reservation relating to the European Economic Community accompanying the signature of the Union of Soviet Socialist Republics of that Protocol on 8 April 1975 and repeated in the Instrument of Acceptance dated 23 April 1975, which was deposited on 6 May 1975 with the Government of the United States of America.

THE NETHERLANDS

Washington, D.C., 18 June 1975

I have the honour to inform you that in connection with the Protocol for the further extension of the Wheat Trade Convention, 1971, the Government of the Kingdom of the Netherlands does not accept the reservation relating to the European Economic Community accompanying the signature of the Union of Soviet Socialist Republics of that Protocol on 8 April 1975, and repeated in the Instrument of Acceptance dated 23 April 1975, which was deposited on 6 May 1975 with the Government of the United States of America.

BELGIUM[1]

Washington, D.C., 18 June 1975

The Embassy of Belgium presents its compliments to the State Department and, with reference to the Protocol extending the Wheat Trade

[1] Translated by the translation departments of the Communities on the basis of the French text forwarded by the depositary.

Convention of 1971, has the honour to inform it that the Belgian Government does not accept the reservations expressed concerning the European Economic Community at the signing of the aforementioned Protocol on 8 April 1975 by the Government of the Union of Soviet Socialist Republics, which were repeated in the Instrument of Accession dated 23 April 1975 and deposited on 6 May 1975 with the Government of the United States of America.

SWITZERLAND[1]

Washington, D.C., 14 April 1975

The Protocol extending the Food Aid Convention of 1971 has been signed on the assumption that all parties to the Convention of 1971 will be subscribing to the Protocol with the same commitment as hitherto.

JAPAN

14 April 1975

I have the honour to inform Your Excellency that in signing the Protocol for the further extension of the Food Aid Convention, 1971 of the International Wheat Agreement, 1971, the Government of Japan makes the following reservation thereto.

'The Government of Japan reserves the right to discharge its obligations under Article III of this Protocol by providing assistance in the form of rice, not excluding rice produced in non-member developing countries, or, if requested by recipient countries, in the form of agricultural materials.'

I have further the honour to request Your Excellency to have the foregoing reservation circulated among the signatory and acceding Governments.

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[1] Translated by the translation departments of the Communities on the basis of the French text forwarded by the depositary.

JAPAN

18 April 1975

I have the honour to inform the Government of the United States of America, as depositary of the Protocol for the further extension of the Food Aid Convention, 1971, that the following letter was sent on 16 April 1975 to His Excellency Francois Xavier Ortoli, President of the European Communities from the Ambassador of Japan to Belgium.

'Excellency,

With reference to the Protocol for the further extension of the Food Aid Convention, 1971, I have the honour to inform Your Excellency that the said Protocol was signed in Washington, D.C., USA on 14 April 1975 by the Ambassador of Japan to the United States of America on behalf of the Government of Japan.

I wish to take this opportunity to confirm the position stated by the representative of the Government of Japan at the Conference of Governments for the further extension of the Wheat Trade Convention and the Food Aid Convention constituting the International Wheat Agreement, 1971 held in London on 14 February 1975, that the Government of Japan was in favour of the further extension of the Food Aid Convention, 1971 by the Protocol if the European Economic Community and other major donors would become parties to that Protocol.

I have further the honour to state, in this connection, that the Government of Japan will not be prepared to deposit either the declaration of provisional application or the instrument of acceptance of the above-mentioned Protocol unless the European Economic Community and other major donors become parties to that Protocol.'

THE REPUBLIC OF CUBA

27 April 1971

The Embassy of the Czechoslovak Socialist Republic as representative of the interests of the Government of the Republic of Cuba in the United States presents its compliments to the Department of State and referring

to the signing on behalf of the Government of the Republic of Cuba of the Wheat Trade Convention, which in its enclosure No 2 refers to the so-called Republic of Korea and China, has the honour to inform the Department of State of the following position of the Government of the Republic of Cuba in signing the aforementioned Convention:

'The signing of the present Convention on behalf of the Government of the Republic of Cuba does not in any way mean or imply the recognition of any regime or Government on the respective territories which have not been recognized by the Government of the Republic of Cuba as a State or Government.'

USA

10 April 1975

At the time of my signature of the Protocol for the further extension of the Food Aid Convention, 1971, I wish to state on behalf of the Government of the United States of America that the instrument of ratification of the Protocol by the United States will not be deposited if the European Economic Community does not become a party to that Protocol.

INFORMATION CONCERNING

the International Wheat AGREEMENT of 1971, comprising the Wheat Trade Convention and the Food Aid Convention(1)

the PROTOCOLS for the further extension of the Wheat Trade Convention and Food Aid Convention constituting the International Wheat Agreement, 1971

Open for signature: 25 March 1975–14 April 1975 in Washington (United States of America)(3)
Depositary: Government of the United States of America, Washington (United States of America)(3)
Date of entry into force: 19 June 1975(4)
Duration: 1 year

(a) *Wheat Trade Convention of 1971* (extension)

Contracting parties	Date of signature	Date of deposit of instruments			Date of entry into force(7)	Declarations or reservations(8)
		for the declaration of provisional application	of ratification, acceptance, approval, etc.	of accession		
Exporting and importing members						
EEC		18.6.1975				yes
BELGIUM		18.6.1975		18. 6.1975		yes
DENMARK				18. 6.1975		yes
GERMANY (F.R.)		18.6.1975		15. 9.1975		yes
FRANCE		18.6.1975				yes
IRELAND		18.6.1975				yes
ITALY		18.6.1975				yes
LUXEMBOURG		18.6.1975				yes
NETHERLANDS(5)		18.6.1975				yes
UNITED KINGDOM(6)				18. 6.1975		yes
Exporting members						
ARGENTINA	14.4.1975	14.4.1975				
AUSTRALIA	11.4.1975		13. 6.1975			
CANADA	14.4.1975		18. 6.1975	15. 7.1975		
GREECE				18. 6.1975		
KENYA		17.6.1975				
SPAIN		15.4.1975				

SWEDEN	14.4.1975		16. 6.1975			
UNION OF SOVIET SOCIALIST REPUBLICS	8.4.1975		6. 5.1975 (ac.)			yes
UNITED STATES	10.4.1975	18.6.1975				
Importing members						
ALGERIA	10.4.1975					
AUSTRIA	10.4.1975					
BARBADOS				28.11.1975		
BOLIVIA				2. 6.1975		
BRAZIL	31.3.1975	18.6.1975	8. 8.1975			
CUBA	14.4.1975	14.4.1975				yes
DOMINICAN REP.	14.4.1975		10.10.1975			
ECUADOR	14.4.1975	30.7.1975	23.12.1975		30.7.1975	
EGYPT	10.4.1975		17. 6.1975			
FINLAND	11.4.1975	16.6.1975				
GUATEMALA	10.4.1975	18.6.1975				
INDIA	14.4.1975		12. 6.1975			
IRAN		17.6.1975				
IRAQ	14.4.1975	27.6.1975	4.12.1975	27. 6.1975	27.6.1975	
ISRAEL	14.4.1975	18.6.1975	21. 8.1975			
JAPAN	14.4.1975	18.6.1975				
REP. of KOREA	3.4.1975		18. 6.1975			
LEBANON				13. 6.1975		
LIBYA	14.4.1975	18.6.1975	28. 7.1975			
MALTA				28. 4.1975		
MAURITIUS	25.3.1975		10. 6.1975			
MOROCCO	11.4.1975	18.6.1975				
NIGERIA				18. 6.1975		
NORWAY	14.4.1975		18. 6.1975 (ap.)			
PAKISTAN	4.4.1975		17. 6.1975			
PANAMA				16. 6.1975		
PERU				9. 7.1975	9.7.1975	
PORTUGAL	14.4.1975	5.6.1975	3.12.1975			
SAUDI ARABIA			18. 6.1975			
REP. of SOUTH AFRICA	10.4.1975		7. 5.1975			
SWITZERLAND	14.4.1975	12.6.1975	23. 9.1975			
ARAB REP. of SYRIA		17.6.1975				
TRINIDAD AND TOBAGO	14.4.1975		20. 5.1975			
TUNISIA		4.6.1975				
VATICAN CITY	14.4.1975		16. 6.1975			
VENEZUELA	14.4.1975					

(b) *Food Aid Convention of 1971* (extension)

Contracting parties	Date of signature	Date of deposit of instruments			Date of entry into force(7)	Declarations or reservations(8)
		for the declaration of provisional application	of ratification, acceptance, approval, etc.	of accession		
EEC		18.6.1975				
BELGIUM		18.6.1975				
DENMARK				18. 6.1975		
GERMANY (F.R.)		18.6.1975		15. 9.1975		yes
FRANCE		18.6.1975				
IRELAND		18.6.1975				
ITALY		18.6.1975				
LUXEMBOURG		18.6.1975				
NETHERLANDS(9)		18.6.1975				
UNITED KINGDOM				18. 6.1975		
ARGENTINA	14.4.1975	14.4.1975				
AUSTRALIA	11.4.1975		13. 6.1975			
CANADA	14.4.1975		18. 6.1975			
FINLAND	11.4.1975	16.6.1975				
JAPAN	14.4.1975	18.6.1975				yes
SWEDEN	14.4.1975		16. 6.1975			
SWITZERLAND	14.4.1975	12.6.1975				yes
UNITED STATES	10.4.1975	18.6.1975	23. 9.1975			yes

(1) OJ No L 219, 9.8.1974. This Agreement entered into force on 1 July 1971 for a period of three years, and was signed by the EEC on 3 May 1971 and ratified on 1 July 1974 (it will be found on page 749 of this volume). It should be noted for information that the EEC was also a Contracting Party to the International Grains Arrangement signed in 1967.
(2) Not published in the OJ. The International Wheat Agreement of 1971, which expired on 30 June 1974, was extended in 1974 and 1975 for successive periods of one year, by means of Protocols extending the Wheat Trade Convention and the Food Aid Convention. The Protocols of 1975 provisionally entered into force on 19 June 1975.
(3) Same place of signing and same depositary as for the International Wheat Agreement, 1971.
(4) 1 July 1975 for Articles 3 to 9 inclusive and 21 of the Wheat Trade Convention, and for Article II of the Food Aid Convention and for Article III of the Protocol thereto.
(5) For the European territory of the Netherlands, Surinam and the Netherlands Antilles.
(6) Pursuant to Article 28(3) of the Convention, its territorial application has been extended by the United Kingdom to cover Dominica, St. Kitts (St. Christopher), Nevis and Anguilla, St. Vincent, Grenada, Guernsey, the Isle of Man, Belize, Bermuda, the British Virgin Islands, Gibraltar, the Gilbert and Ellice Islands, Hong Kong, Montserrat, St. Helena and Dependencies and Seychelles.
(7) This date is only given where it falls after the date of entry into force of the Agreement.
(8) The texts of these declarations or reservations will be found on pp. 787 and 809.
(9) For the European territory of the Netherlands.

Other agreements

INTERNATIONAL CONVENTION ON THE SIMPLIFICATION AND HARMONIZATION OF CUSTOMS PROCEDURES(1)

COUNCIL DECISION

of 18 March 1975

concluding an international convention on the simplification and harmonization of customs procedures and accepting the Annex thereto concerning customs warehouses

(75/199/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community;

Having regard to the recommendation from the Commission;

Whereas the international convention on the simplification and harmonization of customs procedures negotiated within the Customs Cooperation Council can effectively contribute to the development of international trade;

Whereas, in accordance with Article 11 of that convention, each Contracting Party must, when concluding the convention, also accept one of the Annexes thereto; whereas the Community should therefore accept the Annex concerning customs warehouses;

Whereas that convention should therefore be concluded and that Annex thereto be accepted,

(1) OJ No L 100, 21.4.1975.

HAS DECIDED AS FOLLOWS:

Article 1

The international convention on the simplification and harmonization of customs procedures and the Annex thereto concerning customs warehouses are hereby respectively concluded and accepted on behalf of the Community.

The texts of the convention and of the Annex are contained in the Annex to this Decision.

Article 2

The President of the Council is hereby authorized to designate the persons empowered to sign the convention referred to in Article 1 and to accept the Annex also referred to in Article 1 and to confer on them the powers required to bind the Community.

These persons shall also inform the Secretary-General of the Customs Cooperation Council that, for the application of the aforesaid Annex, the customs territories of the Member States of the European Economic Community are to be considered as a single territory.

Done at Brussels, 18 March 1975.

For the Council
The President
R. RYAN

ANNEX

INTERNATIONAL CONVENTION

ON THE SIMPLIFICATION AND HARMONIZATION OF CUSTOMS PROCEDURES

PREAMBLE

The Contracting Parties to the present convention, established under the auspices of the Customs Cooperation Council,

Noting that divergences between national customs procedures can hamper international trade and other international exchanges,

Considering that it is in the interests of all countries to promote such trade and exchanges and to foster international cooperation,

Considering that simplification and harmonization of their customs procedures can effectively contribute to the development of international trade and of other international exchanges,

Convinced that an international instrument proposing provisions which countries undertake to apply as soon as they are able to do so would lead progessively to a high degree of simplification and harmonization of customs procedures, which is one of the essential aims of the Customs Cooperation Council,

Have agreed as follows:

Chapter I

DEFINITIONS

Article 1

For the purposes of this convention:

(a) the term 'the Council' means the organization set up by the convention establishing a Customs Cooperation Council, done at Brussels on 15 December 1950;

(b) the term 'Permanent Technical Committee' means the Permanent Technical Committee of the Council;

(c) the term 'ratification' means ratification, acceptance or approval.

Chapter II

SCOPE OF THE CONVENTION AND STRUCTURE OF THE ANNEXES

Article 2

Each Contracting Party undertakes to promote the simplification and harmonization of customs procedures and, to that end, to conform, in accordance with the provisions of this convention, to the standards and recommended practices in the Annexes to this convention. However, nothing shall prevent a Contracting Party from granting facilities greater than those provided for therein, and each Contracting Party is recommended to grant such greater facilities as extensively as possible.

Article 3

The provisions of this convention shall not preclude the application of prohibitions or restrictions imposed under national legislation.

Article 4

Each Annex to this convention consists, in principle, of:

(a) an introduction summarizing the various matters dealt with in the Annex;

(b) definitions of the main customs terms used in the Annex;

(c) standards, being those provisions the general application of which is recognized as necessary for the achievement of harmonization and simplification of customs procedures;

(d) recommended practices, being those provisions which are recognized as constituting progress towards the harmonization and the simplification of customs procedures, the widest possible application of which is considered to be desirable;

(e) notes, indicating some of the possible courses of action to be followed in applying the standard or recommended practice concerned.

Article 5

1. Any Contracting Party which accepts an Annex shall be deemed to accept all the standards and recommended practices therein unless at the time of accepting the Annex or at any time thereafter it notifies the Secretary-General of the Council of the standard(s) and recommended practice(s) in respect of which it enters reservations, stating the differences existing between the provisions of its national legislation and those of the standard(s) and recommended practice(s) concerned. Any Contracting Party which has entered reservations may withdraw them, in whole or in part, at any time, by notification to the Secretary-General specifying the date on which such withdrawal takes effect.

2. Each Contracting Party bound by an Annex shall, at least once every three years, review the standards and recommended practices therein in respect of which it has entered reservations, compare them with the provisions of its national legislation and notify the Secretary-General of the Council of the results of that review.

Chapter III

ROLE OF THE COUNCIL AND OF THE PERMANENT TECHNICAL COMMITTEE

Article 6

1. The Council shall, in accordance with the provisions of this convention, supervise the administration and development of this convention. It shall, in particular, decide upon the incorporation of new Annexes in the convention.

2. To these ends the Permanent Technical Committee shall, under the authority of the Council, and in accordance with any directions given by the Council, have the following functions:

(a) to prepare new Annexes and to propose to the Council their adoption with a view to their incorporation in the convention;

(b) to submit to the Council proposals for such amendments to this convention or to its Annexes as it may consider necessary and, in particular, proposals for amendments to the texts of the standards and recommended practices and for the upgrading of recommended practices to standards;

(c) to furnish opinions on any matters concerning the application of the convention;

(d) to perform such tasks as the Council may direct in relation to the provisions of the convention.

Article 7

For the purposes of voting in the Council and in the Permanent Technical Committee each Annex shall be taken to be a separate convention

Chapter IV

MISCELLANEOUS PROVISIONS

Article 8

For the purposes of this convention, any Annex or Annexes to which a Contracting Party is bound shall be construed to be an integral part of

the convention, and in relation to that Contracting Party any reference to the convention shall be deemed to include a reference to such Annex or Annexes.

Article 9

Contracting Parties which form a customs or economic union may state by notification to the Secretary-General of the Council that for the application of a given Annex to this convention their territories are to be taken as a single territory. In each instance where, as a result of such notification, differences exist between the provisions of that Annex and those of the legislation applicable to the territories of the Contracting Parties, the States concerned shall enter a reservation to the standard or recommended practice in question under Article 5 of the convention.

Chapter V

FINAL PROVISIONS

Article 10

1. Any dispute between two or more Contracting Parties concerning the interpretation or application of this convention shall so far as possible be settled by negotiation between them.

2. Any dispute which is not settled by negotiation shall be referred by the Contracting Parties in dispute to the Permanent Technical Committee which shall thereupon consider the dispute and make recommendations for its settlement.

3. If the Permanent Technical Committee is unable to settle the dispute, it shall refer the matter to the Council, which shall make recommendations in accordance with Article III (e) of the convention establishing the Council.

4. The Contracting Parties in dispute may agree in advance to accept the recommendations of the Permanent Technical Committee or Council as binding.

Article 11

1. Any Member State of the Council and any Member State of the United Nations or its specialized agencies may become a Contracting Party to this convention:

(a) by signing it without reservation of ratification;

(b) by depositing an instrument of ratification after signing it subject to ratification; or

(c) by acceding to it.

2. This convention shall be open until 30 June 1974 for signature at the headquarters of the Council in Brussels by the States referred to in paragraph 1 of this Article. Thereafter, it shall be open for their accession.

3. Any State, not being a member of the organizations referred to in paragraph 1 of this Article, to which an invitation to that effect has been addressed by the Secretary-General of the Council at the Council's request may become a Contracting Party to this convention by acceding thereto after its entry into force.

4. Each State referred to in paragraph 1 or 3 of this Article shall at the time of signing, ratifying or acceding to this convention specify the Annex or Annexes it accepts, it being necessary to accept at least one Annex. It may subsequently notify the Secretary-General of the Council that it accepts one or more further Annexes.

5. The instruments of ratification or accession shall be deposited with the Secretary-General of the Council.

6. The Secretary-General of the Council shall notify the Contracting Parties to this convention, the other signatory States, those Member States of the Council that are not Contracting Parties to the convention, and the Secretary-General of the United Nations of any new Annex that the Council may decide to incorporate in this convention. Contracting Parties accepting such a new Annex shall notify the Secretary-General of the Council in accordance with paragraph 4 of this Article.

7. The provisions of paragraph 1 of this Article shall also apply to the customs or economic unions referred to in Article 9 of this convention

in so far as the obligations arising from the instruments establishing such customs or economic unions require the competent bodies thereof to contract in their own name. However, such bodies shall not have the right to vote.

Article 12

1 This convention shall enter into force three months after five of the States referred to in paragraph 1 of Article 11 thereof have signed the convention without reservation of ratification or have deposited their instruments of ratification or accession.

2. For any State signing without reservation of ratification, ratifying or acceding to this convention after five States have signed it without reservation of ratification or have deposited their instruments of ratification or accession, this convention shall enter into force three months after the said State has signed without reservation of ratification or deposited its instrument of ratification or accession.

3. Any Annex to this convention shall enter into force three months after five Contracting Parties have accepted that Annex.

4. For any State which accepts an Annex after five States have accepted it, that Annex shall enter into force three months after the said State has notified its acceptance.

Article 13

1. Any State may, at the time of signing this convention without reservation of ratification or of depositing its instrument of ratification or accession, or at any time thereafter, declare by notification given to the Secretary-General of the Council that this convention shall extend to all or any of the territories for whose international relations it is responsible. Such notification shall take effect three months after the date of the receipt thereof by the Secretary-General of the Council. However, the convention shall not apply to the territories named in the notification before the convention has entered into force for the State concerned.

2. Any State which has made a notification under paragraph 1 of this Article extending this convention to any territory for whose international

relations it is responsible may notify the Secretary-General of the Council, under the procedure of Article 14 of this convention, that the territory in question will no longer apply the convention.

Article 14

1. This convention is of unlimited duration but any Contracting Party may denounce it at any time after the date of its entry into force under Article 12 thereof.

2. The denunciation shall be notified by an instrument in writing, deposited with the Secretary-General of the Council.

3. The denunciation shall take effect six months after the receipt of the instrument of denunciation by the Secretary-General of the Council.

4. The provisions of paragraphs 2 and 3 of this Article shall also apply in respect of the Annexes to this convention, any Contracting Party being entitled, at any time after the date of their entry into force under Article 12 of the convention, to withdraw its acceptance of one or more Annexes. Any Contracting Party which withdraws its acceptance of all the Annexes shall be deemed to have denounced the convention.

Article 15

1. The Council may recommend amendments to this convention. Every Contracting Party shall be invited by the Secretary-General of the Council to participate in the discussion of proposals for amendment of this convention.

2. The text of any amendment so recommended shall be communicated by the Secretary-General of the Council to all Contracting Parties to this convention, to the other signatory States and to those Member States of the Council that are not Contracting Parties to this convention.

3. Within a period of six months from the date of which the recommended amendment is so communicated, any Contracting Party or, if

the amendment affects an Annex in force, any Contracting Party bound by that Annex may inform the Secretary-General of the Council:

(a) that it has an objection to the recommended amendment, or

(b) that, although it intends to accept the recommended amendment, the conditions necessary for such acceptance are not yet fulfilled in its country.

4. If a Contracting Party sends the Secretary-General of the Council a communication as provided for in paragraph 3 (b) of this Article, it may, so long as it has not notified the Secretary-General of its acceptance of the recommended amendment, submit an objection to that amendment within a period of nine months following the expiry of the six-month period referred to in paragraph 3 of this Article.

5. If an objection to the recommended amendment is stated in accordance with the terms of paragraph 3 or 4 of this Article, the amendment shall be deemed not to have been accepted and shall be of no effect.

6. If no objection to the recommended amendment in accordance with paragraph 3 or 4 of this Article has been stated, the amendment shall be deemed to have been accepted as from the date specified below:

(a) if no Contracting Party has sent a communication in accordance with paragraph 3 (b) of this Article, on the expiry of the period of six months referred to in paragraph 3;

(b) if any Contracting Party has sent a communication in accordance with paragraph 3 (b) of this Article, on the earlier of the following two dates:

(i) the date by which all the Contracting Parties which sent such communications have notified the Secretary-General of the Council of their acceptance of the recommended amendment, provided that, if all the acceptances were notified before the expiry of the period of six months referred to in paragraph 3 of this Article, that date shall be taken to be the date of expiry of the said six-month period;

(ii) the date of expiry of the nine-month period referred to in paragraph 4 of this Article.

7. Any amendment deemed to be accepted shall enter into force either six months after the date on which it was deemed to be accepted or, if a different period is specified in the recommended amendment, on the expiry of that period after the date on which the amendment was deemed to be accepted.

8. The Secretary-General of the Council shall, as soon as possible, notify the Contracting Parties to this convention and other signatory States of any objection to the recommended amendment made in accordance with paragraph 3 (a), and of any communication received in accordance with paragraph 3 (b), of this Article. He shall subsequently inform the Contracting Parties and other signatory States whether the Contracting Party or parties which have sent such a communication raise an objection to the recommended amendment or accept it.

Article 16

1. Independently of the amendment procedure laid down in Article 15 of this convention any Annex, excluding its definitions, may be modified by a decision of the Council. Every Contracting Party to this convention shall be invited by the Secretary-General of the Council to participate in the discussion of any proposal for the amendment of an Annex. The text of any amendment so decided upon shall be communicated by the Secretary-General of the Council to the Contracting Parties to this convention, the other signatory States and those Member States of the Council that are not contracting parties to this convention.

2. Amendments decided upon under paragraph 1 of this Article shall enter into force six months after their communication by the Secretary-General of the Council. Each Contracting Party bound by an Annex forming the subject of such amendments shall be deemed to have accepted those amendments unless it enters a reservation under the procedure of Article 5 of this convention.

Article 17

1. Any State ratifying or acceding to this convention shall be deemed to have accepted any amendments thereto which have entered into force at the date of deposit of its instrument of ratification or accession.

2. Any State which accepts an Annex shall be deemed, unless it enters reservations under Article 5 of this convention, to have accepted any amendments to that Annex which have entered into force at the date on which it notifies its acceptance to the Secretary-General of the Council.

Article 18

The Secretary-General of the Council shall notify the Contracting Parties to this convention, the other signatory States, those Member States of the Council that are not Contracting Parties to this convention, and the Secretary-General of the United Nations of:

(a) signatures, ratifications and accessions under Article 11 of this convention;

(b) the date of entry into force of this convention and of each of the Annexes in accordance with Article 12;

(c) notifications received in accordance with Articles 9 and 13;

(d) notifications and communications received in accordance with Articles 5, 16 and 17;

(e) denunciations under Article 14;

(f) any amendment deemed to have been accepted in accordance with Article 15 and the date of its entry into force;

(g) any amendment to the Annexes adopted by the Council in accordance with Article 16 and the date of its entry into force.

Article 19

In accordance with Article 102 of the Charter of the United Nations, this convention shall be registered with the Secretariat of the United Nations at the request of the Secretary-General of the Council.

In witness whereof the undersigned, being duly authorized thereto, have signed this convention.

Done at Kyoto, this eighteenth day of May nineteen hundred and seventy-three, in the English and French languages, both texts being equally authentic, in a single original which shall be deposited with the Secretary-General of the Council who shall transmit certified copies to all the States referred to in paragraph 1 of Article 11 of this convention.

ANNEX

Concerning Customs Warehouses

INTRODUCTION

It is in the nature of international trade practice that in a great many cases it is not known at the time of importation how imported goods will finally be disposed of. This means that the importers are obliged to store the goods for more or less long periods.

Where it is intended to re-export the goods, it is in the importer's interest to place them under a customs procedure which obviates the need to pay import duties and taxes.

When goods are intended for outright importation, it is again in the importer's interest to be able to delay payment of the import duties and taxes until the goods are actually taken into home use.

In order to make these facilities available to importers, most countries have provided in their national legislations for the customs warehousing procedure.

However, imported goods are not the only goods which may qualify for customs warehousing.

For example, some countries allow goods that are liable to, or have borne, internal duties and taxes (whether of national origin or previously imported against payment of import duties and taxes) to be stored in customs warehouses in order that they may qualify for exemption from, or repayment of, such internal duties and taxes.

Similarly, the deposit in a customs warehouse of goods that have previously been dealt with under another customs procedure or that may qualify, upon exportation, for payment of import duties and taxes, makes it possible for the customs authorities to grant discharge of such other customs procedure or to repay the import duties and taxes, as the case may be, before the goods are actually re-exported.

The provisions of this Annex do not apply to:

— the storage of goods in temporary store (locked premises and enclosed or unenclosed spaces approved by the customs, in which goods may be stored pending clearance);

— the storage of goods in free ports and free zones;

— the processing or manufacturing, under customs supervision, of goods conditionally relieved from import duties and taxes in premises approved by the customs (inward processing warehouses).

DEFINITIONS

For the purposes of this Annex:

(a) the term 'customs warehousing procedure' means the customs procedure under which imported goods are stored under customs control in a designated place (a customs warehouse) without payment of import duties and taxes;

(b) the term 'import duties and taxes' means customs duties and all other duties, taxes, fees or other charges which are collected on or in connection with the importation of goods, but not including fees and charges which are limited in amount to the approximate cost of services rendered;

(c) the term 'customs control' means measures applied to ensure compliance with the laws and regulations which the customs are responsible for enforcing;

(d) the term 'security' means that which ensures, to the satisfaction of the customs, that an obligation to the customs will be fulfilled. Security is described as 'general' when it ensures that the obligations arising from several operations will be fulfilled;

(e) the term 'person' means both natural and legal persons, unless the context otherwise requires.

PRINCIPLE

1. Standard

The customs warehousing procedure shall be governed by the provisions of this Annex.

CLASSES OF WAREHOUSES

2. **Standard**

National legislation shall provide for customs warehouses open to all importers (*public customs warehouses*).

Note

In accordance with the provisions of national legislation, public customs warehouses may be managed either by the customs authorities or by other authorities or by natural of legal persons.

3. **Standard**

The right to store imported goods in public customs warehouses shall not be restricted only to importers but shall be extended to any other persons interested.

4. **Standard**

National legislation shall provide for customs warehouses to be used solely by specified persons (*private customs warehouses*) when this is necessary to meet the special requirements of trade or industry.

ESTABLISHMENT OF WAREHOUSES

5. **Standard**

The requirements as regards the construction and layout of customs warehouses and the arrangements for customs control shall be laid down by the customs authorities.

Note

For the purpose of control, the customs authorities may, in particular:

— require that customs warehouses be double-locked (secured by the lock of the person concerned and by the customs lock);

— keep the premises under permanent or intermittent supervision;

— keep, or require to be kept, accounts of goods warehoused (by using either special registers or the relevant declarations);

— take stock of the goods in the warehouse from time to time.

MANAGEMENT OF WAREHOUSES

6. **Standard**

National legislation shall specify the person or persons held responsible for the payment of any import duties and taxes chargeable on goods placed under the customs warehousing procedure that are not accounted for to the satisfaction of the customs authorities.

7. **Standard**

When security is required to ensure that the obligations arising from several operations will be fulfilled, the customs authorities shall accept a general security.

8. **Recommended practice**

The amount of any security should be set as low as possible having regard to the import duties and taxes potentially chargeable.

9. **Recommended practice**

The customs authorities should waive security where the warehouse is under adequate customs supervision, in particular where it is customs-locked.

10. **Standard**

The customs authorities shall lay down the requirements as regards the management of customs warehouses, and arrangements for storage of goods in customs warehouses and for stock-keeping and accounting shall be subject to the approval of the customs authorities.

GOODS ALLOWED TO BE WAREHOUSED

11. **Recommended practice**

Storage in public customs warehouses should be allowed for all kinds of imported goods liable to import duties and taxes or to restrictions or prohibitions other than those imposed on grounds of public morality or order, public security, public hygiene or health, or for veterinary or phytopathological considerations, or relating to the protection of patents,

trade marks and copyrights, irrespective of quantity, country of origin, country whence arrived or country of destination.

Goods which constitute a hazard, which are likely to affect other goods or which require special installations should be accepted only by customs warehouses specially designed to receive them.

12. **Standard**

The kinds of goods which may be stored in private customs warehouses shall be specified by the competent authorities in the authority granting the benefit of the customs warehousing procedure or in an appropriate provision.

13. **Recommended practice**

Storage in customs warehouses should be allowed for goods which are entitled to repayment of import duties and taxes when exported, so that they may qualify for such repayment immediately, on condition that they are to be exported subsequently.

14. **Recommended practice**

Storage in customs warehouses, with a view to subsequent exportation or other authorized disposal, should be allowed for goods under the temporary admission procedure, the obligations under that procedure thereby being discharged.

15. **Recommended practice**

Storage in customs warehouses should be allowed for goods intended for exportation that are liable to, or have borne, internal duties or taxes, in order that they may qualify for exemption from, or repayment of, such internal duties and taxes, on condition that they are to be exported subsequently.

ADMISSION INTO WAREHOUSES

16. **Standard**

National legislation shall specify the conditions under which goods for warehousing shall be produced at the competent customs office and a goods declaration shall be lodged.

AUTHORIZED OPERATIONS

17. **Standard**

Any person entitled to dispose of the warehoused goods shall be allowed:

(a) to inspect them;

(b) to take samples, against payment of the import duties and taxes where appropriate;

(c) to carry out operations necessary for their preservation.

18. **Standard**

Warehoused goods shall be allowed to undergo usual forms of handling to improve their packaging or marketable quality or to prepare them for shipment, such as breaking bulk, grouping of packages, sorting and grading, and repacking.

DURATION OF WAREHOUSING

19. **Standard**

The authorized maximum duration of storage in a customs warehouse shall be fixed with due regard to the needs of trade and shall be not less than one year.

TRANSFER OF OWNERSHIP

20. **Standard**

The transfer of ownership of warehoused goods shall be allowed.

DETERIORATION, LOSS OR DESTRUCTION OF GOODS

21. **Standard**

Goods deteriorated or spoiled by accident or *force majeure* before leaving

the warehouse shall be allowed to be cleared for home use as if they had been imported in their deteriorated or spoiled state.

22. **Standard**

Warehoused goods destroyed or irrecoverably lost by accident or *force majeure* shall not be subjected to import duties and taxes, provided that such destruction or loss is duly established to the satisfaction of the customs authorities.

Any waste or scrap remaining after destruction shall be liable, if taken into home use, to the import duties and taxes that would be applicable to such waste and scrap imported in that state.

23. **Standard**

At the request of the person entitled to dispose of them, any warehoused goods shall be allowed to be abandoned, in whole or in part, to the Revenue or to be destroyed or rendered commercially valueless under customs control, as the customs authorities may decide. Such abandonment or destruction shall not entail any cost to the Revenue.

Any waste or scrap remaining after destruction shall be liable, if taken into home use, to the import duties and taxes that would be applicable to such waste and scrap imported in that state.

REMOVAL FROM WAREHOUSE

24. **Standard**

Any person entitled to dispose of the goods shall be authorized to remove all or part of them from warehouse for re-exportation, home use, removal to another customs warehouse or assignment to any other customs procedure, subject to compliance with the conditions and formalities applicable in each case.

GOODS TAKEN INTO HOME USE

25. **Standard**

National legislation shall specify the point in time to be taken into consideration for the purpose of determining the value and quantity of goods removed from customs warehouse for home use and the rates of the import duties and taxes applicable to them.

GOODS NOT REMOVED FROM WAREHOUSE

26. **Standard**

National legislation shall specify the procedure to be followed where goods are not removed from customs warehouse within the period laid down.

27. **Recommended practice**

When goods not removed from customs warehouse are sold by the customs, the proceeds of the sale, after deduction of the import duties and taxes and all other charges and expenses incurred, should either be made over to the person(s) entitled to receive them, when this is possible, or be held at their disposal for a specified period.

INFORMATION CONCERNING WAREHOUSES

28. **Standard**

The customs authorities shall ensure that all relevant information regarding the customs warehousing procedure is readily available to any person interested.

DECLARATIONS OR RESERVATIONS

UNITED KINGDOM

Recommended Practice 9

Security in the form of a bond is required in the United Kingdom for goods deposited in all customs warehouses, whether or not customs-locked.

Recommended Practice 11

Under the law in force in the United Kingdom goods subject to certain quantitative restrictions, for economic reasons, may not be imported even for warehousing.

Recommended Practice 15

As a matter of fiscal policy there are limitations in the United Kingdom on types of goods subject to revenue and excise duty which may be warehoused in the circumstances provided for. There are also restrictions on these goods which depend on the purpose for which they are warehoused.

IRELAND

Recommended Practice 9

Under national provisions security is required for all customs warehouses.

Recommended Practice 13

The national provision is on a limited scale and confined to such goods as certain tobacco, spirits and, in general, ships' stores.

Recommended Practice 15

The national provision is on a limited scale, applying for example, to certain alcoholic beverages, oils and tobacco.

FEDERAL REPUBLIC OF GERMANY

(*Extract from the minutes of the signing*)

The Convention is applicable, from the date of its entry into force for the Federal Republic of Germany, to Berlin (West).

AUSTRIA

Recommended Practice 13

Repayment of import duties and taxes in respect of returned foreign goods and in respect of imported materials used in the production of exported goods is granted only if the goods are exported from the customs territory within the prescribed time limit; the storage of such goods in a customs warehouse is not sufficient.

Recommended Practice 15

Excise duties are repaid or refunded and turnover tax (VAT) is deductible only if the goods are exported from the customs territory.

Standard 23

Incomplete destruction of goods is authorized only if such destruction is in the interest of the national economy; in open customs warehouses such destruction is excluded.

FRANCE

Standard 7

The rules of French public accounting do not allow the customs authorities systematically to accept a general security in the circumstances described in the Standard.

Standard 19

For the goods specified in Recommended Practice 15 the maximum duration of storage is normally less than one year.

Standard 20

This Standard cannot be applied to the goods specified in Recommended Practice 15.

NORWAY

Standard 19

Under the pertinent Norwegian regulations, the normal duration of storage is three months, but with powers for the customs authorities to prolong this period in special cases.

CANADA

Recommended Practice 9

National legislation stipulates that security must be deposited in all cases.

Recommended Practice 11

National legislation imposes import and export controls respecting certain goods and certain countries of origin and destination.

Recommended Practice 13

Repayment of import duties and taxes in accordance with national legislation cannot be made until the goods have been actually exported.

Recommended Practice 15

Exemption from or repayment of internal duties and taxes, in accordance with national legislation, cannot be allowed or made respectively until the goods have been actually exported.

AUSTRALIA

Recommended Practice 13

Australian customs regulations provide that drawback or repayment of import duties or taxes may be paid upon the exportation of the imported goods. In the situation envisaged in Recommended Practice 13 the goods have not been exported at the time the drawback or refund is paid.

Recommended Practice 14

Australian customs regulations provide that the obligations assumed under the temporary admission procedure may be discharged by:

— clearing the goods for home use; or

— exporting the goods.

In the situation envisaged by Recommended Practice 14 the goods have not been exported, or further customs cleared.

Recommended Practice 15

Australian excise regulations provide that the drawback of excise duty may be paid on the exportation of the excisable goods. In the situation envisaged in Recommended Practice 15 the goods have not been exported at the time the drawback is paid.

INFORMATION CONCERNING

the International CONVENTION on the simplification and harmonization of customs procedures(1)

Open for signature: 18 May 1973–30 June 1974 in Brussels (Belgium)

Depositary: Customs Cooperation Council, Brussels (Belgium)

Date of entry into force: 25 September 1974(2)

Duration: indefinite

Contracting Parties	Date of signature	Date of deposit of instruments		Date of entry into force(6)	Declarations or reservations(9)
		of ratification, approval, acceptance, etc.	of accession		
EEC	26. 6.1974			26. 9.1974	
BELGIUM	28. 6.1974(5)	20.10.1975		(7)	
DENMARK	28. 6.1974			28. 9.1974	
FRANCE	28. 6.1974			28. 9.1974	
GERMANY (F.R.)	11. 6.1974				yes
IRELAND	27. 6.1974			27. 9.1974	
ITALY	28. 6.1974			18. 9.1974	
LUXEMBOURG	28. 6.1974			28. 9.1974	
NETHERLANDS	27. 6.1974(5)			—	
UNITED KINGDOM(3)	27. 6.1974			27. 9.1974	
AUSTRALIA			3.12.1974	3. 3.1975	
AUSTRIA	11. 6.1974				
BURUNDI	25. 6.1974				
CANADA	19. 4.1974				
FINLAND	25. 6.1974(5)				
GAMBIA(4)	16. 1.1974				
JAPAN	6. 6.1974(5)				
MOROCCO	9. 5.1974(5)				
NICARAGUA(4)	12.11.1973(5)				
NEW ZEALAND			20. 8.1975	20.11.1975	
NORWAY			5. 8.1975	5.11.1975	
SPAIN	27. 3.1974(5)				
SWEDEN	27. 6.1974(5)				
SWITZERLAND	11. 6.1974(5)				

the ANNEX concerning customs warehouses([8])

Open for acceptance from 18 May 1973 in Brussels (Belgium)

Depositary: } same as Convention
Date of entry into force: }
Duration: }

EEC		26. 6.1974		26. 9.1974	
BELGIUM		20.10.1975		([7])	
DENMARK		28. 6.1974		28. 9.1974	
FRANCE		28. 6.1974		28. 9.1974	yes
GERMANY (F.R.)		11. 6.1974			yes
IRELAND		27. 6.1974		27. 9.1974	yes
ITALY		28. 6.1974		28. 9.1974	
LUXEMBOURG		28. 6.1974		28. 9.1974	
UNITED KINGDOM([3])		27. 6.1974		27. 9.1974	yes
AUSTRALIA		3.12.1974		3. 3.1975	yes
AUSTRIA		11. 6.1974			yes
BURUNDI		25. 6.1974			
CANADA		19. 4.1974			yes
GAMBIA([4])		16. 1.1974			
NORWAY		5. 8.1975		5.11.1975	yes

([1]) Known as the Kyoto (Japan) Convention (OJ No L 100, 21.4.1975).
([2]) See Article 12(1).
([3]) In accordance with Article 13, the United Kingdom gave notification that these acts also apply to the Channel Islands and the Isle of Man with effect from 14.8.1975.
([4]) Not a member of the Customs Cooperation Council.
([5]) Signature subject to ratification. Ratification had not taken place as at 31.12.1975, with the exception of Belgium.
([6]) Cf. Article 12(2). This date is only given where it falls after the date of entry into force of the Convention.
([7]) As at 31.12.1975 these acts had not entered into force for this Contracting Party.
([8]) OJ No L 100, 21.4.1975.
([9]) The texts of these statements or reservations will be found on p. 847.

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES(1)

COUNCIL DECISION

of 21 March 1974

concluding the Arrangement regarding International Trade in Textiles

(74/214/EEC)

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 Commission has participated, on behalf of the Community, in the negotiations within the framework of a Negotiating Group on Textiles established by the GATT Council which have led to the drawing up of the Arrangement regarding International Trade in Textiles;

Whereas it is desirable that the Community conclude the Arrangement,

HAS DECIDED AS FOLLOWS:

Article 1

The Arrangement regarding International Trade in Textiles, the text of which is annexed hereto, is concluded on behalf of the European Economic Community.

(1) OJ No L 118, 30.4.1974.

Article 2

The President of the Council shall be authorized to designate the person empowered to accept the Arrangement in accordance with Article 13 thereof and to confer upon him the powers he requires to bind the Community.

Done at Brussels, 21 March 1974.

For the Council
The President
J. ERTL

ANNEX

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

PREAMBLE

Recognizing the great importance of production and trade in textile products of wool, man-made fibres and cotton for the economies of many countries, and their particular importance for the economic and social development of developing countries and for the expansion and diversification of their export earnings, and conscious also of the special importance of trade in textile products of cotton for many developing countries;

Recognizing further the tendency for an unsatisfactory situation to exist in world trade in textile products and that this situation, if not satisfactorily dealt with, could work to the detriment of countries participating in trade in textile products, whether as importers or exporters, or both, adversely affect prospects for international cooperation in the trade field, and have unfortunate repercussions on trade relations generally;

Noting that this unsatisfactory situation is characterized by the proliferation of restrictive measures, including discriminatory measures, that are inconsistent with the principles of the General Agreement on Tariffs and Trade and also that, in some importing countries, situations have arisen which, in the view of these countries, cause of threaten to cause disruption of their domestic markets;

Desiring to take cooperative and constructive action, within a multilateral framework, so as to deal with the situation in such a way as to promote on a sound basis the development of production and expansion

of trade in textile products and progressively to achieve the reduction of trade barriers and the liberalization of world trade in these products;

Recognizing that, in pursuit of such action, the volatile and continually evolving nature of production and trade in textile products should be constantly borne in mind and the fullest account taken of such serious economic and social problems as exist in this field in both importing and exporting countries, and particularly in the developing countries;

Recognizing further that such action should be designed to facilitate economic expansion and to promote the development of developing countries possessing the necessary resources, such as materials and technical skills, by providing larger opportunities for such countries, including countries that are, or that may shortly become, new entrants in the field of textile exports to increase their exchange earnings from the sale in world markets of products which they can efficiently produce;

Recognizing that future harmonious development of trade in textiles particularly having regard to the needs of developing countries, also depends importantly upon matters outside the scope of this Arrangement, and that such factors in this respect include progress leading both to the reduction of tariffs and to the maintenance and improvement of schemes of generalized preferences, in accordance with the Tokyo Declaration;

Determined to have full regard to the principles and objectives of the General Agreement on Tariffs and Trade (hereinafter referred to as the GATT) and, in carrying out the aims of this Arrangement, effectively to implement the principles and objectives agreed upon in the Tokyo Declaration of Ministers dated 14 September 1973 concerning the Multilateral Trade Negotiations;

The parties to this arrangement have agreed as follows:

Article 1

1. It may be desirable during the next few years for special practical measures of international cooperation to be applied by the participating countries(1) in the field of textiles with the aim of eliminating the difficulties that exist in this field.

2. The basic objectives shall be to achieve the expansion of trade, the reduction of barriers to such trade and the progressive liberalization of world trade in textile products, while at the same time ensuring the orderly and equitable development of this trade and avoidance of disruptive effects in individual markets and on individual lines of production in both importing and exporting countries. In the case of those countries having small markets, an exceptionally high level of imports and a correspondingly low level of domestic production, account should be taken of the avoidance of damage to those countries' minimum viable production of textiles.

3. A principal aim in the implementation of this Arrangement shall be to further the economic and social development of developing countries and secure a substantial increase in their export earnings from textile products and to provide scope for a greater share for them in world trade in these products.

4. Actions taken under this Arrangement shall not interrupt or discourage the autonomous industrial adjustment processes of participating countries. Furthermore, actions taken under this Arrangement should be accompanied by the pursuit of appropriate economic and social policies, in a manner consistent with national laws and systems, required by changes in the pattern of trade in textiles and in the comparative advantage of participating countries, which policies would encourage

(1) The expressions 'participating country', 'participating exporting country' and 'participating importing country', wherever they appear in this Arrangement, shall be deemed to include the European Economic Community.

businesses which are less competitive internationally to move progressively into more viable lines of production or into other sectors of the economy and provide increased access to their markets for textile products from developing countries.

5. The application of safeguard measures under this Arrangement, subject to recognized conditions and criteria and under the surveillance of an international body set up for that purpose, and in conformity with the principles and objectives of this Arrangement, may in exceptional circumstances become necessary in the field of trade in textile products, and should assist any process of adjustment which would be required by the changes in the pattern of world trade in textile products. The parties to this Arrangement undertake not to apply such measures except in accordance with the provisions of this Arrangement with full regard to the impact of such measures on other parties.

6. The provisions of this Arrangement shall not affect the rights and obligations of the participating countries under the GATT.

7. The participating countries recognize that, since measures taken under this Arrangement are intended to deal with the special problems of textile products, such measures should be considered as exceptional, and not lending themselves to application in other fields.

Article 2

1. All existing unilateral quantitative restrictions, bilateral agreements and any other quantitative measures in force which have a restrictive effect shall be notified in detail by the restraining participating country, upon acceptance of or accession to this Arrangement, to the Textiles Surveillance Body, which shall circulate the notifications to the other participating countries for their information. Measures on agreements which are not notified by a participating country within 60 days of its acceptance of, or accession to, this Arrangement shall be considered to be contrary to this Arrangement and shall be terminated forthwith.

2. Unless they are justified under the provisions of the GATT (including its Annexes and Protocols), all unilateral quantitative restrictions and any other quantitative measures which have a restrictive effect and which are notified in accordance with paragraph 1 above shall be terminated within one year of the entry into force of this Agreement, unless they are the subject of one of the following procedures to bring them into conformity with the provisions of this Arrangement:

(i) inclusion in a programme, which should be adopted and notified to the Textiles Surveillance Body within one year from the date of coming into force of this Arrangement, designed to eliminate existing restrictions in stages within a maximum period of three years from the entry into force of this Arrangement and taking account of any bilateral agreement either concluded or in course of being negotiated as provided for in (ii) below; it being understood that a major effort will be made in the first year, covering both a substantial elimination of restrictions and a substantial increase in the remaining quotas;

(ii) inclusion, within a period of one year from the entry into force of this Arrangement, in bilateral agreements negotiated, or in course of negotiation, pursuant to the provisions of Article 4; if, for exceptional reasons, any such bilateral agreement is not concluded within the period of one year; this period, following consultations by the participating countries concerned and with the concurrence of the Textiles Surveillance Body, may be extended by not more than one year;

(iii) inclusion in agreements negotiated or measures adopted pursuant to the provisions of Article 3.

3. Unless justified under the provisions of the GATT (including its Annexes and Protocols), all existing bilateral agreements notified in accordance with paragraph 1 of this Article shall, within one year of the entry into force of this Arrangement, either be terminated or justified

under the provisions of this Arrangement or modified to conform therewith.

4. For the purposes of paragraphs 2 and 3 above the participating countries shall afford full opportunity for bilateral consultation and negotiation aimed at arriving at mutually acceptable solutions in accordance with Article 3 and 4 of this Arrangement and permitting from the first year of the acceptance of this Arrangement the elimination as complete as possible of the existing restrictions. They shall report specifically to the Textiles Surveillance Body within one year of the entry into force of this Arrangement on the status of any such actions taken or negotiations undertaken pursuant to this Article.

5. The Textiles Surveillance Body shall complete its review of such reports within 90 days of their receipt. In its review it shall consider whether all the actions taken are in conformity with this Arrangement. It may make appropriate recommendations to the participating countries directly concerned so as to facilitate the implementation of this Article.

Article 3

1. Unless they are justified under the provisions of the GATT (including its Annexes and Protocols) no new restrictions on trade in textile products shall be introduced by participating countries nor shall existing restrictions be intensified unless such action is justified under the provisions of this Article.

2. The participating countries agree that this Article should only be resorted to sparingly and its application shall be limited to the precise products and to countries whose exports of such products are causing market disruption as defined in Annex A taking full account of the agreed principles and objectives set out in this Arrangement and having full regard to the interests of both importing and exporting countries. Participating countries shall take into account imports from all countries and shall seek to preserve a proper measure of equity. They shall endeavour to avoid discriminatory measures where market disruption is

caused by imports from more than one participating country and when resort to the application of this Article is unavoidable, bearing in mind the provisions of Article 6.

3. If, in the opinion of any participating importing country, its market in terms of the definition of market disruption in Annex A is being disrupted by imports of a certain textile product not already subject to restraint, it shall seek consultations with the participating exporting country or countries concerned with a view to removing such disruption. In its request the importing country may indicate the specific level at which it considers that exports of such products should be restrained, a level which shall not be lower than the general level indicated in Annex B. The exporting country or countries concerned shall respond promptly to such request for consultations. The importing country's request for consultations shall be accompanied by a detailed factual statement of the reasons and justification for the request, including the latest data concerning elements of market disruption, this information being communicated at the same time by the requesting country to the Chairman of the Textiles Surveillance Body.

4. If, in the consultation, there is mutual understanding that the situation calls for restrictions on trade in the textile product concerned, the level of restriction shall be fixed at a level not lower than the level indicated in Annex B. Details of the agreement reached shall be communicated to the Textiles Surveillance Body which shall determine whether the agreement is justified in accordance with the provisions of this Arrangement.

5. (i) If, however, after a period of 60 days from the date on which the request has been received by the participating exporting country or countries, there has been no agreement either on the request for export restraint or on any alternative solution, the requesting participating country may decline to accept imports for retention from the participating country or countries referred to in paragraph 3 above of the textiles and textile products causing market disruption (as defined in Annex A) at a level for the 12-month period beginning on the day when the request was received by the participating exporting country or

countries not less than the level provided for in Annex B. Such level may be adjusted upwards to avoid undue hardship to the commercial participants in the trade involved to the extent possible consistent with the purposes of this Article. At the same time the matter shall be brought for immediate attention to the Textiles Surveillance Body.

(ii) However, it shall be open for either party to refer the matter to the Textiles Surveillance Body before the expiry of the period of 60 days.

(iii) In either case the Textiles Surveillance Body shall promptly conduct the examination of the matter and make appropriate recommendations to the parties directly concerned within 30 days from the date on which the matter is referred to it. Such recommendations shall also be forwarded to the Textiles Committee and to the GATT Council for their information. Upon receipt of such recommendations the participating countries concerned should review the measures taken or contemplated with regard to their institution, continuation, modification or discontinuation.

6. In highly unusual and critical circumstances, where imports of a textile product or products during the period of 60 days referred to in paragraph 5 above would cause serious market disruption giving rise to damage difficult to repair, the importing country shall request the exporting country concerned to cooperate immediately on a bilateral emergency basis to avoid such damage, and shall, at the same time, immediately communicate to the Textiles Surveillance Body the full details of the situation. The countries concerned may make any mutually acceptable interim arrangement they deem necessary to deal with the situation without prejudice to consultations regarding the matter under paragraph 3 of this Article. In the event that such interim arrangement is not reached, temporary restraint measures may be applied at a level higher than that indicated in Annex B with a view, in particular, to avoiding undue hardship to the commercial participants in the trade involved. The importing country shall give, except where possibility exists of quick

delivery which would undermine the purpose of such measure, at least one week's prior notification of such action to the participating exporting country or countries and enter into, or continue, consultations under paragraph 3 of this Article. When a measure is taken under this paragraph either party may refer the matter to the Textiles Surveillance Body. The Textiles Surveillance Body shall conduct its work in the manner provided for in paragraph 5 above. Upon receipt of recommendations from the Textiles Surveillance Body the participating importing country shall review the measures taken, and report thereon to the Textiles Surveillance Body.

7. If recourse is had to measures under this Article, participating countries shall, in introducing such measures, seek to avoid damage to the production and marketing of the exporting countries, and particularly of the developing countries, and shall avoid any such measures taking a form that could result in the establishment of additional non-tariff barriers to trade in textile products. They shall, through prompt consultations, provide for suitable procedures, particularly as regards goods which have been, or which are about to be, shipped. In the absence of agreement, the matter may be referred to the Textiles Surveillance Body, which shall make the appropriate recommendations.

8. Measures taken under this Article may be introduced for limited periods not exceeding one year, subject to renewal or extension for additional periods of one year, provided that agreement is reached between the participating countries directly concerned on such renewal or extension. In such cases the provisions of Annex B shall apply. Proposals for renewal or extension, or modification or elimination or any disagreement thereon shall be submitted to the Textiles Surveillance Body, which shall make the appropriate recommendations. However, bilateral restraint agreements under this Article may be concluded for periods in excess of one year in accordance with the provisions of Annex B.

9. Participating countries shall keep under review any measures they have taken under this Article and shall afford any participating country

or countries affected by such measures adequate opportunity for consultation with a view to the elimination of the measures as soon as possible. They shall report from time to time, and in any case once a year, to the Textiles Surveillance Body on the progress made in the elimination of such measures.

Article 4

1. The participating countries shall fully bear in mind, in the conduct of their trade policies in the field of textiles, that they are, through the acceptance of, or accession to, this Arrangement, committed to a multilateral approach in the search for solutions to the difficulties that arise in this field.

2. However, participating countries may, consistently with the basic objectives and principles of this Arrangement, conclude bilateral agreements on mutually acceptable terms in order, on the one hand, to eliminate real risks of market disruption (as defined in Annex A) in importing countries and disruption to the textile trade of exporting countries, and on the other hand to ensure the expansion and orderly development of trade in textiles and the equitable treatment of participating countries.

3. Bilateral agreements maintained under this Article shall, on overall terms, including base levels and growth rates, be more liberal than measures provided for in Article 3 of this Arrangement. Such bilateral agreements shall be designed and administered to facilitate the export in full of the levels provided for under such agreements and shall include provisions assuring substantial flexibility for the conduct of trade thereunder, consistent with the need for orderly expansion of such trade and conditions in the domestic market of the importing country concerned. Such provisions should encompass areas of base levels, growth, recognition of the increasing interchangeability of natural, artificial and synthetic fibres, carryforward, carryover, transfers from one product grouping to another and such other arrangements as may be mutually satisfactory to the parties to such bilateral agreements.

4. The participating countries shall communicate to the Textiles Surveillance Body full details of agreements entered into in terms of this Article within 30 days of their effective date. The Textiles Surveillance Body shall be informed promptly when any such agreements are modified or discontinued. The Textiles Surveillance Body may make such recommendations as it deems appropriate to the parties concerned.

Article 5

Restrictions on imports of textile products under the provisions of Articles 3 and 4 shall be administered in a flexible and equitable manner and over-categorization shall be avoided. Participating countries shall, in consultation, provide for arrangements for the administration of the quotas and restraint levels, including the proper arrangement for allocation of quotas among the exporters, in such a way as to facilitate full utilization of such quotas. The participating importing country should take full account of such factors as established tariff classification and quantitative units based on normal commercial practices in export and import transactions, both as regards fibre composition and in terms of competing for the same segment of its domestic market.

Article 6

1. Recognizing the obligations of the participating countries to pay special attention to the needs of the developing countries, it shall be considered appropriate and consistent with equity obligations for those importing countries which apply restrictions under this Arrangement affecting the trade of developing countries to provide more favourable terms with regard to such restrictions, including elements such as base level and growth rates, than for other countries. In the case of developing countries whose exports are already subject to restrictions and if the restrictions are maintained under this Arrangement, provisions should be made for higher quotas and liberal growth rates. It shall, however, be

borne in mind that there should be no undue prejudice to the interests of established suppliers or serious distortion in existing patterns of trade.

2. In recognition of the need for special treatment for exports of textile products from developing countries, the criterion of past performance shall not be applied in the establishment of quotas for their exports of products from those textile sectors in respect of which they are new entrants in the markets concerned and a higher growth rate shall be accorded to such exports, having in mind that this special treatment should not cause undue prejudice to the interests of established suppliers or create serious distortions in existing patterns of trade.

3. Restraints on exports from participating countries whose total volume of textile exports is small in comparison with the total volume of exports of other countries should normally be avoided if the exports from such countries represent a small percentage of the total imports of textiles covered by this Arrangement of the importing country concerned.

4. Where restrictions are applied to trade in cotton textiles in terms of this Arrangement, special consideration will be given to the importance of this trade to the developing countries concerned in determining the size of quotas and the growth element.

5. Participating countries shall not, as far as possible, maintain restraints on trade in textile products originating in other participating countries which are imported under a system of temporary importation for re-export after processing, subject to a satisfactory system of control and certification.

6. Consideration shall be given to special and differential treatment to re-imports into a participating country of textile products which that country has exported to another participating country for processing and subsequent re-importation, in the light of the special nature of such trade without prejudice to the provisions of Article 3.

Article 7

The participating countries shall take steps to ensure, by the exchange of information, including statistics on imports and exports when requested, and by other practical means, the effective operation of this Arrangement.

Article 8

1. The participating countries agree to avoid circumvention of this Arrangement by transhipment, re-routing, or action by non-participants. In particular, they agree on the measures provided for in this Article.

2. The participating countries agree to collaborate with a view to taking appropriate administrative action to avoid such circumvention. Should any participating country believe that the Arrangement is being circumvented and that no appropriate administrative measures are being applied to avoid such circumvention, that country should consult with the exporting country of origin and with other countries involved in the circumvention with a view to seeking promptly a mutually satisfactory solution. If such a solution is not reached the matter shall be referred to the Textiles Surveillance Body.

3. The participating countries agree that if resort is had to the measures envisaged in Articles 3 and 4, the participating importing country or countries concerned shall take steps to ensure that the participating country's exports against which such measures are taken shall not be restrained more severely than the exports of similar goods of any country not party to this Arrangement which are causing, or actually threatening, market disruption. The participating importing country or countries concerned will give sympathetic consideration to any representations from participating exporting countries to the effect that this principle is not being adhered to or that the operation of this Arrangement is frustrated by trade with countries not party to this Arrangement. If such trade is frustrating the operation of this Arrangement, the participating countries shall consider taking such actions as may be consistent with their law to prevent such frustration.

4. The participating countries concerned shall communicate to the Textiles Surveillance Body full details of any measures or arrangements taken under this Article or any disagreement and, when so requested, the Textiles Surveillance Body shall make reports or recommendations as appropriate.

Article 9

1. In view of the safeguards provided for in this Arrangement the participating countries shall, as far as possible, refrain from taking additional trade measures which may have the effect of nullifying the objectives of this Arrangement.

2. If a participating country finds that its interests are being seriously affected by any such measure taken by another participating country, that country may request the country applying such measure to consult with a view to remedying the situation.

3. If the consultation fails to achieve a mutually satisfactory solution within a period of 60 days the requesting participating country may refer the matter to the Textiles Surveillance Body which shall promptly discuss such matter, the participating country concerned being free to refer the matter to that body before the expiry of the period of 60 days if it considers that there are justifiable grounds for so doing. The Textiles Surveillance Body shall make such recommendations to the participating countries as it considers appropriate.

Article 10

1. There is established within the framework of the GATT a Textiles Committee consisting of representatives of the parties to this Arrangement. The Committee shall carry out the responsibilities ascribed to it under this Arrangement.

2. The Committee shall meet from time to time, and at least once a year, to discharge its functions and to deal with those matter specifically referred to it by the Textiles Surveillance Body. It shall prepare such studies as the participating countries may decide. It shall undertake an

analysis of the current state of world production and trade in textile products, including any measures to facilitate adjustment and it shall present its views regarding means of furthering the expansion and liberalization of trade in textile products. It will collect the statistical and other information necessary for the discharge of its functions and will be empowered to request the participating countries to furnish such information.

3. Any case of divergence of view between the participating countries as to the interpretation or application of this Arrangement may be referred to the Committee for its opinion.

4. The Committee shall, once a year, review the operation of this Arrangement and report thereon to the GATT Council. To assist in this review the Committee shall have before it a report from the Textiles Surveillance Body, a copy of which will also be transmitted to the Council. The review during the third year shall be a major review of this Arrangement in the light of its operation in the preceding years.

5. The Committee shall meet not later than one year before the expiry of this Arrangement in order to consider whether the Arrangement should be extended, modified or discontinued.

Article 11

1. The Textiles Committee shall establish a Textiles Surveillance Body to supervise the implementation of this Arrangement. It shall consist of a chairman and eight members to be appointed by the parties to this Arrangement on a basis to be determined by the Textiles Committee so as to ensure its efficient operation. In order to keep its membership balanced and broadly representative of the parties to the Arrangement provision shall be made for rotation of the members as appropriate.

2. The Textiles Surveillance Body shall be considered as a standing body and shall meet as necessary to carry out the functions required of it under this Arrangement. It shall rely on information to be supplied by

the participating countries, supplemented by any necessary details and clarification it may decide to seek from them or from other sources. Further, it may rely for technical assistance on the services of the GATT secretariat and may also hear technical experts proposed by one or more of its members.

3. The Textiles Surveillance Body shall take the action specifically required of it in articles of this Arrangement.

4. In the absence of any mutually agreed solution in bilateral negotiations or consultations between participating countries provided for in this Arrangement, the Textiles Surveillance Body at the request of either party, and following a thorough and prompt consideration of the matter, shall make recommendations to the parties concerned.

5. The Textiles Surveillance Body shall, at the request of any participating country, review promptly any particular measures or arrangements which that country considers to be detrimental to its interests where consultations between it and the participating countries directly concerned have failed to produce a satisfactory solution. It shall make recommendations as appropriate to the participating country or countries concerned.

6. Before formulating its recommendations on any particular matter referred to it, the Textiles Surveillance Body shall invite participation of such participating countries as may be directly affected by the matter in question.

7. When the Textiles Surveillance Body is called upon to make recommendations or findings it shall do so, except when otherwise provided in this Arrangement, within a period of 30 days whenever practicable. All such recommendations or findings shall be communicated to the Textiles Committee for the information of its members.

8. Participating countries shall endeavour to accept in full the recommendations of the Textiles Surveillance Body. Whenever they consider themselves unable to follow any such recommendations, they shall forthwith inform the Textiles Surveillance Body of the reasons therefor and of the extent, if any, to which they are able to follow the recommendations.

9. If, following recommendations by the Textiles Surveillance Body, problems continue to exist between the parties, these may be brought before the Textiles Committee or before the GATT Council through the normal GATT procedures.

10. Any recommendations and observations of the Textiles Surveillance Body would be taken into account should the matters related to such recommendations and observations subsequently be brought before the contracting parties to the GATT, particularly under the procedures of Article XXIII of the GATT.

11. The Textiles Surveillance Body shall, within 15 months of the coming into force of this Arrangement, and at least annually thereafter, review all restrictions on textile products maintained by participating countries at the commencement of this Arrangement and submit its findings to the Textiles Committee.

12. The Textiles Surveillance Body shall annually review all restrictions introduced or bilateral agreements entered into by participating countries concerning trade in textile products since the coming into force of this Arrangement, and required to be reported to it under the provisions of this Arrangement, and report annually its findings to the Textiles Committee.

Article 12

1. For the purposes of this Arrangement, the expression 'textiles' is limited to tops, yarns, piece-goods, made-up articles, garments and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool, man-made fibres, or blends thereof, in which any or all of those fibres in combination represent either the chief value of the fibres or 50% or more by weight (or 17% or more by weight of wool) of the product.

2. Artificial and synthetic staple fibre, tow, waste, simple mono- and multifilaments are not covered by paragraph 1 above. However, should conditions of market disruption (as defined in Annex A) be found to exist for such products, the provisions of Article 3 of this Arrangement (and other provisions of this Arrangement directly relevant thereto) and paragraph 1 of Article 2 shall apply.

3. This Arrangement shall not apply to developing country exports of handloom fabrics of the cottage industry, or hand-made cottage-industry products made of such handloom fabrics, or to traditional folklore handicraft textiles products, provided that such products are properly certified under arrangements established between the importing and exporting participating countries concerned.

4. Problems of interpretation of the provisions of this Article should be resolved by bilateral consultation between the parties concerned and any difficulties may be referred to the Textiles Surveillance Body.

Article 13

1. This Arrangement shall be deposited with the Director-General to the contracting parties to the GATT. It shall be open for acceptance, by signature or otherwise, by governments contracting parties to the GATT or having provisionally acceded to the GATT and by the European Economic Community.

2. Any government which is not a contracting party to the GATT, or has not acceded provisionally to the GATT, may accede to this Arrangement on terms to be agreed between that government and the participating countries. These terms would include a provision that any government which is not a contracting party to the GATT must undertake, on acceding to this Arrangement, not to introduce new import restrictions or intensify existing import restrictions, on textile products, in so far as such action would, if that government had been a contracting party to the GATT, be inconsistent with its obligations thereunder.

Article 14

1. This Arrangement shall enter into force on 1 January 1974.

2. Notwithstanding the provisions of paragraph 1 of this Article, for the application of the provisions of Article 2 (2) (3) and (4) the date of entry into force shall be 1 April 1974.

3. Upon request of one or more parties which have accepted or acceded to this Arrangement a meeting shall be held within one week prior to 1 April 1974. Parties which at the time of the meeting have accepted or acceded to the Arrangement may agree on any modification of the date envisaged in paragraph 2 of this Article which may appear necessary and is consistent with the provisions of Article 16.

Article 15

Any participating country may withdraw from this Arrangement upon the expiration of 60 days from the day on which written notice of such withdrawal is received by the Director-General to the contracting parties to the GATT.

Article 16

This Arrangement shall remain in force for four years.

Article 17

The Annexes to this Arrangement constitute an integral part of this Arrangement.

Done at Geneva this twentieth day of December one thousand nine hundred and seventy-three in a single copy in the English, French and Spanish languages, each text being authentic.

ANNEX A

I. The determination of a situation of 'market disruption', as referred to in this Arrangement, shall be based on the existence of serious damage to domestic producers or actual threat thereof. Such damage must demonstrably be caused by the factors set out in paragraph II below and not by factors such as technological changes or changes in consumer preference which are instrumental in switches to like and/or directly competitive products made by the same industry, or similar factors. The existence of damage shall be determined on the basis of an examination of the appropriate factors having a bearing on the evolution of the state of the industry in question such as: turnover, market share, profits, export performance, employment, volume of disruptive and other imports, production, utilization of capacity, productivity and investments. No one or several of these factors can necessarily give decisive guidance.

II. The factors causing market disruption referred to in paragraph I above and which generally appear in combination are as follows:

(i) a sharp and substantial increase or imminent increase of imports of particular products from particular sources. Such an imminent increase shall be a measurable one and shall not be determined to exist on the basis of allegation, conjecture or mere possibility arising, for example, from the existence of production capacity in the exporting countries;

(ii) those products are offered at prices which are substantially below those prevailing for similar goods of comparable quality in the market of the importing country. Such prices shall be compared both with the price for the domestic product at comparable stage of commercial transaction, and with the prices which normally prevail for such products sold in the ordinary course of trade and under open market conditions by other exporting countries in the importing country.

III. In considering questions of 'market disruption' account shall be taken of the interests of the exporting country, especially in regard to its stage of development, the importance of the textile sector to the economy, the employment situation, overall balance of trade in textiles, trade balance with the importing country concerned and overall balance of payments.

ANNEX B

1. (a) The level below which imports or exports of textile products may not be restrained under the provisions of Article 3 shall be the level of actual imports or exports of such products during the 12-month period terminating two months or, where data are not available, three months preceding the month in which the request for consultation is made, or, where applicable, the date of institution of such domestic procedure relating to market disruption in textiles as may be required by national legislation, or two months or, where data are not available, three months prior to the month in which the request for consultation is made as a result of such domestic procedure, whichever period is the later.

(b) Where a restraint on the yearly level of exports or imports exists between participating countries concerned, whether provided for under Article 2, 3 or 4, covering the 12-month period referred to in paragraph (a), the level below which imports of textile products causing market disruption may not be restrained under the provisions of Article 3 shall be the level provided for in the restraint in lieu of the level of actual imports or exports during the 12-month period referred to in paragraph (a).

Where the 12-month period referred to in paragraph (a) overlaps in part with the period covered by the restraint, the level shall be:

(i) the level provided for in the restraint, or the level of actual imports or exports, whichever is higher, except in case of overshipment, for the months where the period covered by the restraint and the 12-month period referred to in paragraph (a) overlap; and

(ii) the level of actual imports or exports for the months where no overlap occurs.

(c) If the period referred to in paragraph (a) is specially adverse for a particular exporting country due to abnormal circumstances, the past performance of imports from that country over a period of years should be taken into account.

(d) Where imports or exports of textile products subject to restraints were nil or negligible during the 12-month period referred to in paragraph (a), a reasonable import level to take account of future possibilities of the exporting country shall be established through consultation between the participating countries concerned.

2. Should the restraint measures remain in force for another 12-month period, the level for that period shall not be lower than the level specified for the preceding 12-month period, increased by not less than 6% for products under restraint. In exceptional cases where there are clear grounds for holding that the situation of market disruption will recur if the growth rate is implemented, a lower positive growth rate may be decided upon after consultation with the exporting country or countries concerned. In exceptional cases where participating importing countries have small markets, an exceptionally high level of imports and a correspondingly low level of domestic production and, where the implementation of the above growth rate would cause damage to those countries' minimum viable production, a lower positive growth rate may be decided upon after consultation with the exporting country or countries concerned.

3. Should the restraint measures remain in force for further periods, the level for each subsequent period shall not be lower than the level specified for the preceding 12-month period, increased by 6%, unless there is further new evidence which demonstrates, in accordance with Annex A, that implementation of the above growth rate would exacerbate the situation of market disruption. In these circumstances, after consultation with the exporting country concerned, and reference to the Textiles Surveillance Body in accordance with the procedures of Article 3, a lower positive growth rate may be applied.

4. In the event any restriction or limitation is established under Article 3 or 4 on a product or products as to which a restriction or limitation had been suppressed in accordance with the provisions of Article 2, such subsequent restriction or limitation shall not be re-established

without full consideration of the limits of trade provided for under such suppressed restriction or limitation.

5. Where restraint is exercised for more than one product the participating countries agree that, provided that the total exports subject to restraint do not exceed the aggregate level for all products so restrained (on the basis of a common unit to be determined by the participating countries concerned), the agreed level for any one product may be exceeded by 7% save in exceptionally and sparingly used circumstances where a lower percentage may be justified, in which case that lower percentage shall be not less than 5%. Where restraints are established for more years than one, the extent to which the total of the restraint level for one product or product group may, after consultation between the parties concerned, be exceeded in either year of any two subsequent years by carryforward and/or carryover is 10% of which carryforward shall not represent more than 5%.

6. In the application of the restraint levels and growth rates specified in paragraphs 1 to 3 above, full account shall be taken of the provisions of Article 6.

DECLARATIONS OR RESERVATIONS[1][2]

EEC

In accepting the Arrangement regarding International Trade in Textiles, the European Economic Community draws the attention of the other Contracting Parties to the Arrangement to the Community's right to apply the provisions of the Arrangement at the level of each individual Member State.

HUNGARY

In signing the Arrangement regarding International Trade in Textiles the Hungarian Government gives the following interpretation to the Arrangement: paragraphs 2 and 3 of Article 2 of the Arrangement do not apply to quantitative restrictions which are at variance with Article XIII of the General Agreement and which the Contracting Parties maintaining such restrictions have undertaken in the Protocol concerning the accession of Hungary to the General Agreement to abolish gradually.

ROMANIA

The Romanian authorities consider that paragraphs 2 and 3 of Article 2 of the Arrangement do not affect the Contracting Parties' undertaking gradually to abolish discriminatory quantitative restrictions on Romanian exports, nor their aim to abolish such restrictions before the end of 1974 as provided for in the Protocol concerning the accession of Romania to the General Agreement.

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[1] Translated by the translation departments of the Communities on the basis of the French text forwarded by the depositary.
[2] Extract from the letter from the depositary, dated 30 January 1975, sent to the Contracting Parties.

INFORMATION CONCERNING

the ARRANGEMENT regarding International Trade in Textiles(1)

Open for acceptance from: 20 December 1973 in Geneva (Switzerland)
Depositary: Director-General of GATT, Geneva (Switzerland)
Date of entry into force: 1 January 1974(2)
Duration: 4 years

Contracting Parties	Date of provisional acceptance	Date of acceptance subject to ratification or approval	Date of definitive acceptance (in the form of ratification, approval, etc.)	Date of accession(3)	Date of entry into force(4)	Declarations or reservations(5)
EEC			25. 3.1974		25. 3.1974	yes
ARGENTINA	26.3.1974					
AUSTRALIA		6.3.1974	9. 4.1974		9. 4.1974	
AUSTRIA		21.5.1974	22. 8.1974		22. 8.1974	
BRAZIL		14.6.1974	5.12.1974		5.12.1974	
CANADA			14. 3.1974		14. 3.1974	
COLOMBIA				27. 3.1974(6)(7)		
EGYPT		18.2.1974				
EL SALVADOR			22.11.1974	27. 3.1974(6)(7)	22.11.1974	
FINLAND		21.1.1974	19. 7.1974		19. 7.1974	
GHANA			5. 6.1974		5. 6.1974	
GUATEMALA				28. 3.1974(6)(7)		
HAITI			24. 7.1974		24. 7.1974	
HUNGARY		2.1.1974	26. 3.1974		26. 3.1974	yes
INDIA	22.3.1974		20. 5.1974		20. 5.1974	
ISRAEL			14. 3.1974		14. 3.1974	
JAMAICA	19.3.1974		17. 9.1975		17. 9.1975	
JAPAN			15. 3.1975		15. 3.1975	
KOREA	28.1.1974		18. 3.1974		18. 3.1974	
MALAYSIA			1. 5.1975		1. 5.1974	

MEXICO			11. 7.1975	27. 3.1974(6)(7)		
NICARAGUA			30. 7.1974		30. 7.1974	
NORWAY			28. 2.1974		28. 2.1974	
PAKISTAN			5. 3.1974		5. 3.1974	
PARAGUAY				23.12.1974(6)		
PHILIPPINES	28.3.1974		12. 8.1974		12. 8.1974	
POLAND		22.3.1974	17.12.1974		17.12.1974	
PORTUGAL						
(on behalf of MACAO)	11.4.1974		1.12.1975		1.12.1975	
ROMANIA	7.3.1974		22. 1.1975		22. 1.1975	yes
SINGAPORE			31. 5.1974		31. 5.1974	
SPAIN	11.3.1974					
SRI LANKA			17. 1.1974		17. 1.1974	
SWEDEN	3.1.1974		15. 3.1974		15. 3.1974	
SWITZERLAND	6.3.1974		10.10.1974		10.10.1974	
TRINIDAD AND						
TOBAGO			10.12.1975		10.12.1975	
TURKEY	25.3.1974		27. 2.1975		27. 2.1975	
UNITED KINGDOM						
(on behalf of						
HONG KONG)			25. 2.1974		25. 2.1974	
UNITED STATES			2. 1.1974		2. 1.1974	
YUGOSLAVIA		11.7.1974	3. 2.1975		3. 2.1975	

(1) OJ No L 118, 30.4.1974.
(2) Pursuant to Article 14(1), this Arrangement entered into force on 1 January 1974. Notwithstanding the provisions in that paragraph, and pursuant to Article 14(2), the date of entry into force for implementation of the provisions of Article 2(2), (3) and (4) was 1 April 1974.
(3) Countries participating in the Arrangement which are not Contracting Parties to GATT.
(4) This date is only given where it falls after the date of entry into force of the Agreement.
(5) The texts of these declarations or reservations will be found on p. 881.
(6) Accession subject to ratification.
(7) *De facto* application from this date.

CHAPTER II

Multilateral agreements concluded by the European Atomic Energy Community

AGREEMENT ON THE ESTABLISHMENT OF A EUROPEAN INFORMATICS NETWORK(1)(2)

The Governments of the French Republic,

the Italian Republic,

the Socialist Federal Republic of Yugoslavia,

the Kingdom of Norway,

the Republic of Portugal,

the Swiss Confederation,

Sweden,

the United Kingdom of Great Britain and Northern Ireland and

the European Atomic Energy Community (Euratom),

hereinafter referred to as 'the Signatories',

Have accepted participation in the project described below, hereinafter referred to as 'the project', and have agreed as follows:

Article 1

The Signatories shall coordinate their efforts in the project which is being undertaken in order to establish an informatics network linking certain European data-processing centres, in order to facilitate research into methods of exchanging information and to share data processing facilities among such centres. An outline description of the work envisaged for the project is contained in the Annex.

(1) Not published in the OJ.
(2) Other agreements concluded within the framework of scientific and technical co-operation (COST) are not included in the present Collection, as the Community is not a Contracting Party to them.

The studies and research shall be carried out either in the research centres of the Signatories or by means of contracts concluded by the latter with research organizations or industrial undertakings.

Article 2

The duration envisaged for work on the project shall be five years, subject to the conditions contained in the Annex.

Any Signatory may terminate its participation, provided that six months' notice is given to all the other Signatories. Such notice may be given only after the expiry of a period of two years.

In the event of successive or simultaneous withdrawal by several participants, the Signatories shall, if one of them so requests, consult as to the continuation or termination of the project.

Article 3

1. The Signatories shall participate in the project:

(a) by following technical progress,

(b) by each designating, in addition, a non-profit making centre, to be termed a 'nodal centre', established in its territory, which shall form part of the initial network.

2. The following shall participate in the project in accordance with paragraph 1 (a):

The Governments of the Socialist Federal Republic of Yugoslavia,
the Kingdom of Norway,
the Republic of Portugal,
Sweden.

3. The following shall participate in the project in accordance with paragraph 1 (b):
The Governments of the French Republic,
the Italian Republic,
the Swiss Confederation,
the United Kingdom of Great Britain and Northern Ireland,
The European Atomic Energy Community (Euratom).

The sites of the nodal centres for the initial network shall be stated by these Signatories, at the latest before the network study contract, as defined in the Annex, is placed.

Article 4

This Agreement is open for signature by other European Governments which participated in the Ministerial Conference held in Brussels on 22 and 23 November 1971 and by the European Communities, subject to the unanimous consent of the Signatories. This unanimous consent shall not however be required until after the entry into force of the Agreement.

Article 5

1. A Management Committee, hereinafter referred to as 'the Committee', composed of one representative of each Signatory and an observer from the European Conference of Postal and Telecommunications Administrations (CEPT), is hereby established. Each representative may be accompanied by such experts or advisers as he may need.

The Committee shall draw up its rules of procedure. The rules shall lay down the quorum required for the validity of the decisions of the Committee.

2. Each representative shall have one vote in the Committee. The Committee shall take decisions concerning procedure by a simple majority.

As regards all jointly financed work involving the award of contracts, the Signatories shall entrust a mandate to the Commission of the European Communities to administer such activities. The award of contracts constituting a significant entity and requiring a total sum in excess of 25 000 units of account shall be made by the mandated Signatory after the confirmation of the Committee acting by a majority of two-thirds of the Signatories, including the unanimity of the Signatories referred to in Article 3, paragraph 1 (b); however, the absence of or abstention by one or more of the latter Signatories shall not preclude unanimity.

In addition, the Committee shall, voting by a simple majority of the Signatories, including no less than the majority of the Signatories referred to in Article 3, paragraph 1 (b), take all decisions concerning activities whose coordination is necessary for the success of the project. It shall, in particular:

(a) appoint the Executive Director and may delegate to him all or part of its powers;

(b) determine the location of the bodies envisaged for the purpose of carrying out this project;

(c) lay down the methods for awarding contracts;

(d) supervise the progress of work;

(e) lay down the terms on which, throughout the course of the project:

(i) the Signatories referred to in Article 3, paragraph 1 (a), may participate in the continued implementation of the project, using a nodal centre established on their territories;

(ii) the Signatories referred to in Article 3, paragraph 1 (b), may designate other nodal centres operating under their responsibility.

The centres so designated may be profit making.

The Committee shall draw up reasoned recommendations on all the other activities relating to the achievement of the project. These recommendations shall be adopted by a simple majority; minority views and the reasoning behind them may be expressed in these recommendations.

3. The Committee shall, at the end of the project, draw up a report containing conclusions as to the outcome of the experiment and transmit it to the Signatories.

4. All matters dealt with by the Committee shall be kept confidential.

Article 6

At the request of the Signatories, the Secretariat of the Committee shall be provided by the Commission of the European Communities.

Article 7

The total cost of the work to be carried out under the project is estimated at:

(i) 1·4 million units of account in respect of the network study costs and administrative costs of implementing the project; these costs to be divided equally among all the Signatories;

(ii) 0·710 million units of account per nodal centre in respect of equipment and operational costs, these costs to be borne by each of the Signatories referred to in Article 3, paragraph 1 (b), in respect of the work carried out on its initiative.

Article 8

Each of the Signatories referred to in Article 3, paragraph 1 (b), shall be responsible, *vis-à-vis* the other participants, for making use of the software prepared and for operating its own installations.

Article 9

The Signatories shall address to the Secretariat of the Committee the research proposals submitted to them.

Article 10

The Signatories shall be responsible for the administration and financial management of the contracts which they conclude.

Article 11

1. The information and industrial property rights which any Signatory has obtained from its own work in implementing this project shall remain the property of that Signatory in so far as it is entitled to them under its national legislation. It may make use of the information belonging to the other Signatories for its own requirements in the fields of public safety and public health and for the requirements of its Administration in the field of informatics or of the informatics network.

The other Signatories shall be entitled, for the requirements defined in the preceding subparagraph, to a non-exclusive licence, free of charge, on the information and industrial property rights of any Signatory arising out of its work in implementing this project.

2. At the request of another Signatory, each Signatory shall grant non-exclusive licences on its information and industrial property rights referred to in paragraph 1, on fair and reasonable terms, to undertakings established in the territory of the former.

3. The Signatories shall not prevent the use of the information and industrial property rights referred to in paragraphs 1 and 2 on the terms set out in those paragraphs, by invoking against such use any prior property rights which they may possess.

4. Where under national law the information and industrial property rights do not belong exclusively to the Signatories, the latter undertake to grant each other, on the basis of the provisions of their national laws, licences with the possibility of granting sub-licences, in order to ensure that this Article is implemented effectively.

Article 12

The industrial undertakings and research establishments associated in a study project or a research and development project shall establish the procedure to be followed in exchanging the information necessary for carrying out the work which has been entrusted to them, together with the results of that work. They shall in particular determine their respective rights concerning the use of the software, hardware, know-how and industrial property rights resulting from their joint work and the terms on which they are to make other acquired relevant information and industrial property rights available to each other.

Article 13

The Signatories shall insert in the contracts a clause requiring the industrial undertakings or research establishments to submit periodic progress reports and a final report.

The progress reports shall be circulated in a limited number of copies to the Signatories and to the Committee and shall be confidential to the extent that they contain detailed technical information. The circulation of the final report, the sole purpose of which shall be to report on the results obtained, shall be much wider, embracing at least the industrial undertakings and research establishments concerned in the countries of the participants in this project.

The Signatories shall be at liberty to use the results of the studies and of the research and development work contained in the reports for the requirements defined in Article 11 (1), first subparagraph. The industrial undertakings or research establishments which obtained these results may use them for industrial or commercial purposes, but not for those of a competing project.

Article 14

Without prejudice to the provisions of national laws, the Signatories shall insert in the study contracts and the research and development contracts, clauses enabling the application of the following provisions for as long as the industrial property rights arising out of the studies, research and development (hereinafter referred to as 'research'), excluding know-how, remain valid.

1. As regards the separately financed work:

(a) The industrial property rights over the research results belonging to the undertakings or research establishments which carried out the research or had it carried out on their behalf shall remain their property; but a Signatory concluding contracts which, in execution, give rise to such property rights, may reserve certain rights which shall be defined in the contracts.

As regards contracts concluded with research establishments (public or private research centres, university institutes and joint centres), it may be agreed that the industrial property rights are to belong to the Signatory concerned or to any other body designated by that Signatory.

The filing of applications for industrial property rights resulting from the research shall be brought to the attention of the Signatories through the agency of the Signatories to which the bodies relate.

(b) Without prejudice to the provisions of subparagraph (c), the proprietor of industrial property rights resulting from research or acquired during it shall be at liberty to grant licences or dispose of the industrial property rights, it being his responsibility to inform the Signatories of such an intention through the agency of the Signatories to which the bodies relate.

(c) In so far as the stipulations of the treaties establishing the European Communities, the laws and regulations in force in the territory of the Signatory concerned and obligations previously contracted by the undertakings granted research contracts and notified at the time of the conclusion of these contracts do not constitute any obstacle thereto, each of the Signatories shall have the right to oppose the granting to undertakings established outside the territories of the Signatories of industrial property rights acquired by the undertakings granted research contracts during the implementation of these contracts and enabling the undertakings established outside the territories of the Signatories to manufacture or sell in the territory of the Signatory.

(d) The proprietor of the industrial property rights shall, in the cases enumerated below, be obliged to grant a licence at the request of any Signatory other than the one who concluded the contract which in execution gave rise to the industrial property rights:

(i) where this is necessary in order to meet the needs of the Signatory requesting the licence in the fields listed in Article 11 (1), first subparagraph;

(ii) where marketing requirements in the territory of the Signatory requesting the licence are not satisfied, in which case the licence is to be granted to an undertaking designated by that Signatory for the purpose of enabling that undertaking to meet the requirements of the market. However, a licence shall not be granted if

the proprietor establishes legitimate grounds for refusing it, in particular that he has not been given adequate notice.

To obtain the grant of these licences, the applicant Signatory shall apply to the Signatory which concluded the contract which in execution gave rise to the industrial property rights.

These licences shall be granted on fair and reasonable terms and shall be accompanied by the right to grant a sublicence on the same terms. They may, under the same conditions, cover the prior industrial property rights and applications for property rights of the licensor, in so far as is necessary for their utilization.

2. As regards the jointly financed work, the provisions set out in point 1 shall be applicable, subject to the following: in the event of one of the Signatories acting as the agent for the other Signatories, the rights which it may reserve, in accordance with point 1 (a), shall extend to the other Signatories.

3. The provisions set out in points 1 and 2 shall apply *mutatis mutandis* to information not covered by industrial property rights (know-how, software, etc.).

Article 15

The Signatories shall consult with each other, if one of them so requests, on any problem arising out of the application of this Agreement.

Article 16

1. Each of the Signatories shall notify the Secretary-General of the Council of the European Communities as soon as possible of the completion of the procedures required in accordance with its internal provisions for the purpose of implementing this Agreement.

2. For the Signatories which have transmitted the notification provided for in paragraph 1, this Agreement shall enter into force on the first day of the second month following the date on which at least two-thirds of the Signatories have transmitted these notifications, including the notification of at least three of the Signatories referred to in Article 3, paragraph 1 (b).

For those Signatories which transmit this notification after the entry into force of this Agreement, it shall come into force on the date of receipt of the notification.

Signatories which have not yet transmitted this notification at the time of entry into force of this Agreement shall be able to take part in the work of the Committee without voting rights for a period of six months after the entry into force of this Agreement.

3. The Secretary-General of the Council of the European Communities shall notify each of the Signatories of the deposit of the notifications provided for in paragraph 1 and of the date of entry into force of this Agreement.

Article 17

This Agreement, drawn up in a single copy in the German, English, French, Italian and Dutch languages, all texts being equally authentic, shall be deposited in the archives of the General Secretariat of the Council of the European Communities, which shall transmit a certified true copy to each of the Signatories.

Geschehen zu Brüssel am dreiundzwanzigsten November neunzehnhunderteinundsiebzig

Done at Brussels on the twenty-third day of November in the year one thousand nine hundred and seventy-one

Fait à Bruxelles, le vingt-trois novembre mil neuf cent soixante et onze

Fatto a Bruxelles, addì ventitrè novembre millenovecentosettantuno

Gedaan te Brussel, drieëntwintig november negentienhonderdeenenzeventig

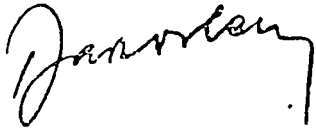
Pour le Gouvernement de la République française

François-Xavier ORTOLI
Ministre du Développement industriel et scientifique

Per il Governo della Repubblica italiana

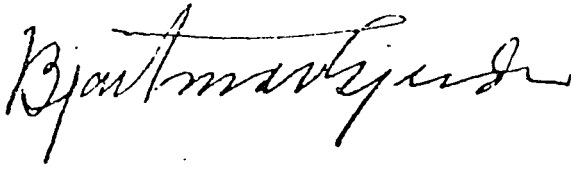
Camillo RIPAMONTI
Ministro per il coordinamento della ricerca scientifica e tecnologica

For the Federal Executive Council of the Socialist Federal Republic of Yugoslavia



Trpe JAKOVLESKI
Member of the Federal Executive Council of SFRY

For the Government of the Kingdom of Norway



Bjartmar GJERDE
Minister for Education

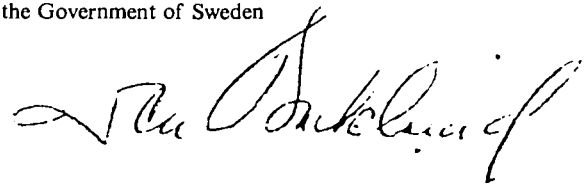
Pour le Gouvernement de la République du Portugal

M. J. de ABREU FARO
Sous-Secrétaire d'Etat pour l'Education (Administration)

Für den Schweizerischen Bundesrat
Pour le Conseil Fédéral Suisse
Per il Consiglio Federale Svizzero

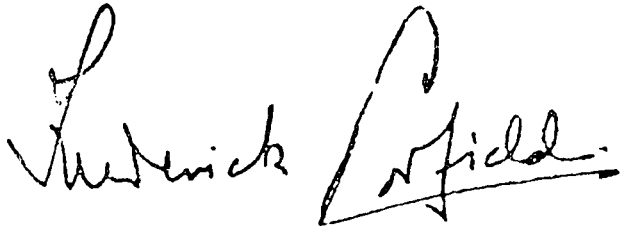
Hans-Peter TSCHUDI
Bundesrat Vorsteher des Eidgenössischen Departement des Innern
Conseiller fédéral
Chef du Département Fédéral de l'Intérieur Consigliere Federale
Capo del Dipartimento Federale dell'Interno

For the Government of Sweden



Sven BACKLUND
Ambassador Extraordinary and Plenipotentiary of Sweden

For the Government of the United Kingdom of Great Britain and Northern Ireland



Frederick CORFIELD
Minister for Aerospace

Für die Europäische Atomgemeinschaft
Pour la Communauté Européenne de l'Energie Atomique
Per la Comunità Europea dell'Energia Atomica
Voor de Europese Gemeenschap voor Atoomenergie

Altiero SPINELLI
Mitglied der Kommission der Europäischen Gemeinschaften
Membre de la Commission des Communautés Européennes
Membro della Commissione delle Comunità Europee
Lid van de Commissie van de Europese Gemeenschappen

ANNEX

Purpose of the network

The European informatics network will have three main functions:

(1) to facilitate the exchange of ideas between the computer centres which it links, and associated centres and the development of coordinated research programmes;

(2) to provide a forum for the discussion and comparison of schemes now being proposed for national networks, and to promote the definition of European standards for the exchange of information between computers;

(3) to provide a potential model for future networks, whether for commercial or other purposes, and to minimize incompatibilities between data-processing systems now at the planning stage.

At the end of the project the knowledge acquired should be suitable for the purpose of determining the feasibility and viability of a permanent international network suitable for commercial purposes, while the hardware and software developed during the project could subsequently form the basis for such a network.

Description of work

The total amount of work to be carried out in the course of the project may be divided into the following activities:

(a) design, construction and testing of a prototype standard network nodal centre;

(b) definition of a network control language;

(c) drawing up of a coordinated research programme designed to test the network;

(d) installation of standard nodal centres at locations designated by the Signatories referred to in Article 3 paragraph 1 (b) of the Agreement;

(e) interconnection of nodal centres and operation of the pilot network;

(f) carrying-out of the coordinated research programme.

The first two items will be carried out under contract by commercial undertakings in accordance with the specifications prepared by the Study Group on the project. These commercial undertakings will also be responsible for the installation and efficient operation of the standard nodal centres. However, each nodal centre will be responsible for its own hardware and software.

The coordination research programme will be drawn up, principally, by representatives from the nodal centres, taking into account all the proposals that may be made and, if necessary, inviting representatives from other bodies. At first the research programme will involve only the nodal centres initially designated but it will be extended subsequently to any new nodal centres which may be added to the pilot network once it is operating in a satisfactory manner, and to any other secondary centres that may be linked to any of the nodal centres.

Organization for implementation

A permanent executive body will be established for the duration of the project: the Director of this body will be appointed by the Management Committee. This Executive Director will be assisted by a Secretariat and three experts, one specializing in hardware, one in software and one in telecommunications: these experts will be appointed by the Management Committee on a proposal from the Executive Director. The executive body will supervise day-to-day progress of all work on the project and will take all the technical decisions necessary to achieve the aims set by the Management Committee.

A technical advisory group composed of representatives from the nodal centres, specialists designated by the Signatories and an observer from the CEPT will be formed. Each member of this advisory group will bear the subsistence and travelling expenses that he or she incurs as a result of serving on it. Its chairman will be the Director of the executive body, and it will advise the executive body on technical matters and coordinate work in the centres. It will therefore have to be set up right at the beginning of the project.

The technical advisory group will as early as possible draw up a co-ordinated research programme for testing the network. In particular, it will consider the sources and nature of data to be used on the experimental network. It will present its conclusions as a report to the management committee which will consider the report, together with the progress of the commercial study and external factors, such as the attitude of the postal and telecommunications authorities to the experiment and the extent of their cooperation, before making its recommendation to the Signatories as to whether the pilot experiment with the nodal centres should proceed.

The Study Group which effected the preliminary study of the project in the context of European Cooperation in the Field of Scientific and Technical Research will assume the duties of the permanent executive body and of the technical advisory group until they are able to do so themselves.

INFORMATION CONCERNING

the AGREEMENT establishing a European informatics network (COST—Project 11)(1)

Date of entry into force: 1 February 1973(2)

Duration: 5 years

Contracting Parties	Date of signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force(3)
EAEC	23.11.1971	n. 7. 7.1972	4.9.1974(4)
FRANCE		29. 2.1972	
ITALY		4. 9.1974	4. 9.1974
YUGOSLAVIA		7. 2.1973	7. 2.1973
NORWAY		31. 5.1972	
PORTUGAL		19.12.1972	
SWITZERLAND		10. 5.1972	
SWEDEN(5)		21. 2.1972	
UNITED KINGDOM		10. 5.1972	
NETHERLANDS	6. 8.1974	14. 8.1975	4. 8.1975

(1) Not published in the OJ.
(2) See Article 16(2) of the Agreement.
(3) This date is only given when it falls after the date of definitive entry into force of the Agreement.
(4) See Article 102 of the Euratom Treaty.
(5) In a letter dated 21 February 1972 to the General Secretariat of the Council, the delegation of Sweden to the European Communities announced that the cooperation projects in the field of scientific and technological research signed on 23 November 1971 by Sweden had entered into force in Sweden on the date on which the latter signed them.

MEMORANDUM

of understanding between the United States of America, the European Atomic Energy Community (Euratom), the Kingdom of Belgium, the Federal Republic of Germany, Ireland, the Italian Republic, the Grand Duchy of Luxembourg and the Kingdom of the Netherlands in the field of nuclear science and technology information[1]

(74/560/Euratom)

PREAMBLE

Whereas nuclear research and development information is reported in a large body of documentation within the United States of America and the European Communities, and considerable efforts have been devoted by the United States Atomic Energy Commission (hereinafter referred to as USAEC) and the European Atomic Energy Community (Euratom) to the development of information systems to ensure ready access to nuclear documentation;

Whereas the Government of the United States of America and Euratom entered into agreements on 8 November 1958, and 11 June 1960, which provide for cooperation in the peaceful uses of atomic energy, including the exchange of unclassified information;

Whereas the United States of America, represented by the USAEC, the European Atomic Energy Community (Euratom), represented by the Commission of the European Communities (hereinafter referred to as the European Commission), the Kingdom of Belgium, the Federal Republic of Germany, Ireland, the Italian Republic, the Grand Duchy of Luxembourg and the Kingdom of the Netherlands—together hereinafter referred to as the parties—desire to cooperate in promoting the

[1] OJ No L 307, 18.11.1974.

effective dissemination of scientific and technical information in the nuclear field,

THE PARTIES THEREFORE AGREE AS FOLLOWS:

Article I

DEFINITIONS

For the purposes of this Memorandum:

1. 'documentation': means unclassified scientific and technical literature appearing in any form, including but not limited to books, journal articles, conference papers, theses, patents and reports;

2. 'non-conventional documentation': means forms of documentation not readily available for sale to the public, including but not limited to such forms as theses, patents and reports;

3. 'subject scope': means a limited number of specific areas or fields of science selected from the total range of scientific disciplines which delineate the topics or subject matter on which documentation is to be collected and exchanged pursuant to this Memorandum;

4. 'data file': means bibliographic citations, abstracts and indexes compiled from documentation within the subject scope and stored in machine-readable form, usually on magnetic computer tape.

Article II

RESPONSIBILITIES OF THE PARTIES

1. The parties undertake to coordinate their efforts in the collection, evaluation, processing and dissemination of nuclear documentation generated in their respective territories, or, in the case of Euratom, in the execution of its research and development programme.

2. The parties shall exercise their best efforts to ensure that the collection and processing of relevant documentation are complete and timely.

3. The operational procedures and technical aspects relating to the implementation of this Memorandum, including but not limited to subject scope, tape formats, thesauri, and standards for preparing input into each other's information systems, shall be subject to agreement between the USAEC and Euratom acting for itself and on behalf of the other parties. The parties recognize that such operational procedures and technical aspects will require periodic review and will be subject to revision to reflect changing interests of the parties, to take account of new developments in science and technology, or to achieve conformity with exchange arrangements similar to those provided for under this Memorandum which the parties may make with other countries or organizations. The parties expect that the reviews and revisions referred to above may be achieved through committees, task forces, or by other means of consultation among the parties of this and like exchange arrangements.

4. In developing the operational procedures and technical aspects relating to the implementation of this Memorandum, the parties will bear in mind the programme of the International Atomic Energy Agency to develop an International Nuclear Information System and the fact that other arrangements of a bilateral or multilateral nature are being undertaken by various nations for cooperation in the exchange of nuclear information. Accordingly, the parties shall seek to assure that the operational procedures and technical aspects developed through such bilateral and multilateral cooperation are compatible and will be conducive to a smooth and effective transition into the International Nuclear Information System.

5. The European Atomic Energy Community (Euratom), represented by the European Commission, shall:

(i) scan all documentation reporting work supported in whole or in part with European Communities' funds originally published in the

European Communities, and select therefrom all documentation which falls within the subject scope;

(ii) prepare abstracts in the English language of the documentation thus selected;

(iii) index the selected documentation in the English language using the agreed-upon thesaurus of keywords;

(iv) provide to the USAEC abstracts and indexes of the selected documentation, along with appropriate bibliographic citations (initially in typed form, to be changed as soon as practical into a mutually agreed-upon machine-readable form), and copies of all non-conventional documentation in printed or microfiche form.

6. The Governments of the Kingdom of Belgium, the Federal Republic of Germany, Ireland, the Italian Republic, the Grand Duchy of Luxembourg and the Kingdom of the Netherlands shall:

(i) scan all documentation originally published in respectively in Belgium, in the Federal Republic of Germany, in Italy, in Ireland, in Luxembourg and in the Netherlands, and select therefrom all documentation which falls within the subject scope;

(ii) prepare abstracts in the English language of the documentation thus selected;

(iii) index the selected documentation in the English language using the agreed-upon thesaurus of keywords;

(iv) provide to the USAEC abstracts and indexes of the selected documentation along with appropriate bibliographic citations (initially in typed form, to be changed as soon as practical into a mutually agreed-upon machine-readable form), and copies of all non-conventional documentation in printed or microfiche form.

7. The USAEC shall:

(i) scan all documentation originally published in the United States of America and select therefrom all documentation which falls within the subject scope;

(ii) prepare abstracts in the English language of the documentation thus selected;

(iii) index the selected documentation in the English language using the agreed-upon thesaurus of keywords;

(iv) provide to the other parties abstracts and indexes of the selected documentation, along with appropriate bibliographic citations (initially in typed form, to be changed as soon as practical into a mutually agreed-upon machine-readable form), and copies of all non-conventional documentation in printed or microfiche form.

8. Each of the parties shall bear the expenses of its activities under this Memorandum.

Article III

USE OF THE DATA FILE

1. Each party has the exclusive right to establish terms and conditions for use of the data file within its territory.

2. Each party has the exclusive right to establish terms and conditions for use of its own contributions to the data file outside the territories of the other parties.

3. Should any of the parties negotiate an arrangement for input to the data file by another country or international organization, the negotiating party shall employ its best efforts to assure that the other parties to this Memorandum have the right to use within their territories such additional input to the data file.

4. The application or use of any information exchanged or transferred between the parties under this Memorandum shall be the responsibility of the parties receiving it, and the other party does not warrant the accuracy or completeness of such information, nor the suitability of such information for any particular use or application.

Article IV

DURATION

This Memorandum shall remain in force for a period of three years after signature by the parties and may be extended by mutual agreement of the parties. Any party may, upon six months' notice, terminate its participation under this Memorandum.

In witness whereof, the undersigned representatives have signed this Memorandum of Understanding.

Done at Brussels on the nineteenth day of September in the year one thousand nine hundred and seventy-four, in eight copies, in the Danish, Dutch, English, French, German and Italian languages, each text being equally authentic.

For the Government of the United States of America:
J. GREENWALD

For the European Atomic Energy Community:
Commission of the European Communities
G. SCHUSTER R. APPLEYARD

For the Government of the Kingdom of Belgium:
J. van der MEULEN

For the Government of the Federal Republic of Germany:
E. BOEMKE

For the Government of Ireland:
B. DILLON

For the Government of the Italian Republic:
G. BOMBASSEI de VETTOR

For the Government of the Grand Duchy of Luxembourg:
J. DONDELINGER

For the Government of the Kingdom of the Netherlands:
E. KORTHALS ALTES

INFORMATION CONCERNING

the MEMORANDUM OF UNDERSTANDING between the United States of America, the European Atomic Energy Community (Euratom), the Kingdom of Belgium, the Federal Republic of Germany, Ireland, the Italian Republic, the Grand Duchy of Luxembourg and the Kingdom of the Netherlands in the field of nuclear science and technology information(1)

Contracting Parties	Date of signature by the Contracting Parties	Date of exchange, deposit or notification of instruments of ratification, acceptance, approval, etc.	Date of entry into force	Duration
EAEC BELGIUM GERMANY (F.R.) IRELAND ITALY LUXEMBOURG NETHERLANDS UNITED STATES OF AMERICA	19.9.1974	—	19.9.1974	3 years

(1) OJ No L 307 18.11.1974.

CHAPTER III

Multilateral agreements concluded by the European Coal and Steel Community

For the record

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Volumes 1–5

[1] This is an analytical index of the names of the Contracting Parties to the Agreements and the chief subject-matter of the Agreements.

Alphabetical list of countries and international organizations mentioned in the Agreements contained in Volumes 1 to 5

European Communities—Council/Commission

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