

COMMISSION OF THE EUROPEAN COMMUNITIES

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Brussels, 18 October 1974

Proposal for a

COUNCIL DECISION

concluding the Agreement between the European Economic Community
and the United Nations Children's Fund (UNICEF) on the supply
of skim milk powder as Food Aid

Proposal for a

COUNCIL DECISION

concluding the Agreement between the European Economic Community
and the United Nations Children's Fund (UNICEF) on the supply
of cereals as Food Aid

(submitted to the Council by the Commission)

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Proposals for decisions concerning the Agreements to be concluded between the European Economic Community and the United Nations Children's Fund (UNICEF) on the supply as food aid of cereals and skim milk powder.

STATEMENT OF REASONS

The draft agreements annexed hereto concern the supply of food aid by the Community in favour of the United Nations Children's Fund in the form of

- 10000 tonnes of cereals under the food aid program in cereals for 1973/74-implementation plan adopted by the Council on 21 March 1974;
- 2250 tonnes of skim milk powder, the quantity provided for by the Regulation (EEC No.1826/74 of the Council of 11 July 1974, on the supply as food aid of skim milk powder (1).

The actions of the UNICEF being similar to those of the International Committee of the Red Cross (normal and emergency actions), a supply agreement has been drafted, of the same kind as that concluded previously with the ICRC : i.e. an outline agreement with emergency supplies to be decided upon in due course.

Since this double decision process normally takes a relatively long time, it seems desirable to introduce special procedures, as already provided or foreseen for actions undertaken through the ICRC :

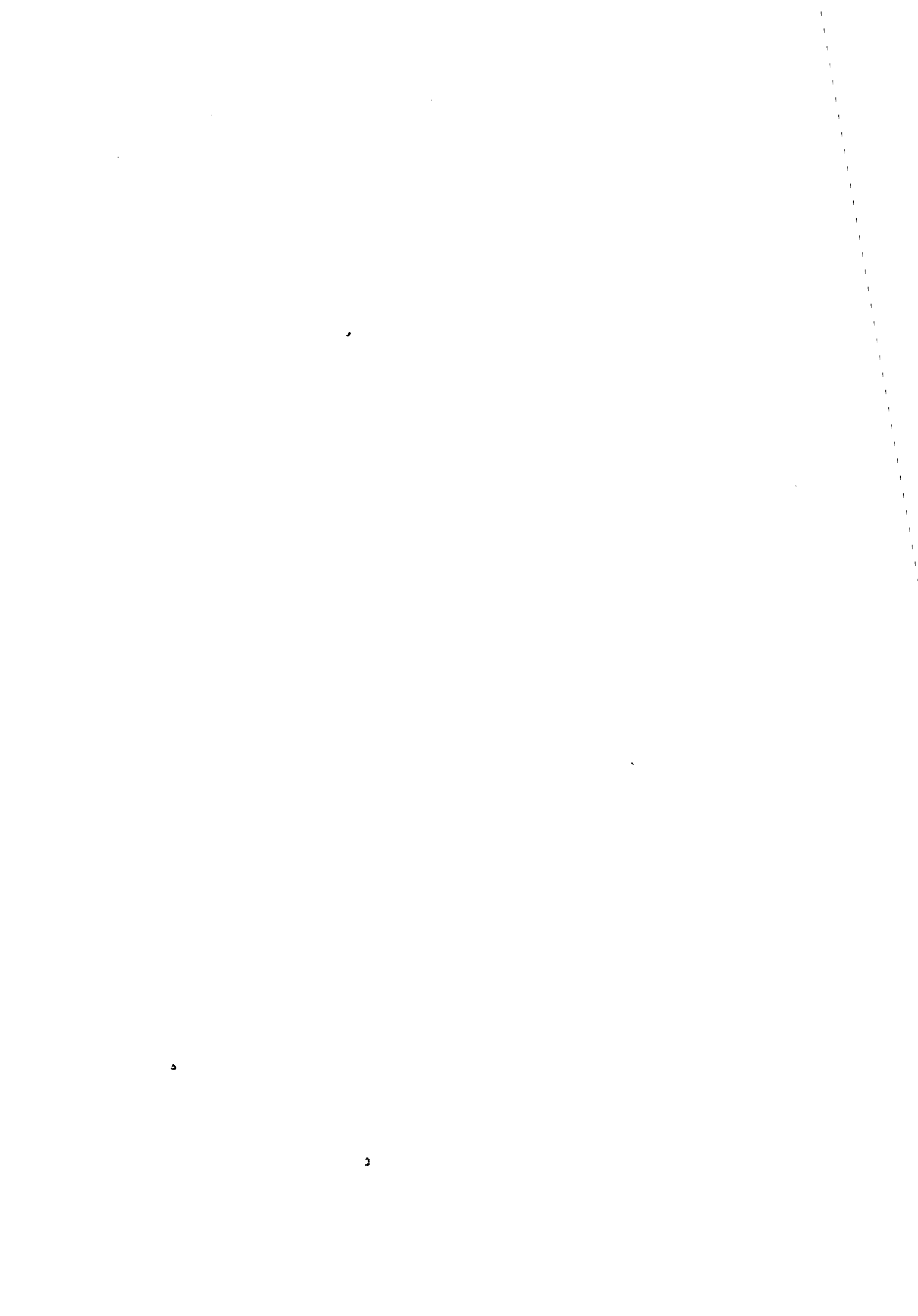
concerning the emergency actions of UNICEF, it is proposed that the Council authorise the Commission (2) to decide initial relief supplies for delivery CIF or free frontier within a limit of 100 tonnes of skim milk powder and 1000 tonnes of cereal products ;

concerning "normal" actions(3) the Commission asks the Council to adopt an accelerated decision procedure.

(1) OJ No. L 190, 13 July 1974, p.20

(2) it is also provided that the Council should authorize the Commission to decide on behalf of the Community on modifications during the implementation of the Agreement, insofar as these do not involve more than 1000 tonnes of cereal products and/or 100 tonnes of skim milk powder.

(3) and for emergency actions not covered in the preceding paragraph.



PROPOSAL FOR

A COUNCIL DECISION

concluding the Agreement between the European Economic Community
and the United Nations Children's Fund (UNICEF) on the supply of
skim milk powder as Food Aid



THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the proposal of the Commission;

Whereas the United Nations Children's Fund has made known its requirements in skim milk powder;

Whereas, by Regulation (EEC) No. 1826/74 of the Council (1) of 13 July 1974 on the Supply as Food Aid of skim Milk Powder, there have been placed 2250 tonnes of this product at the disposal of the United Nations Children's Fund;

Whereas concerning emergency actions to be decided upon in implementation of the proposed Agreement the Community's approval should be given to the United Nations Children's Fund as quickly as possible, and whereas it may prove necessary to reply very rapidly to any requests for modifications which might be made by UNICEF during the implementation of the said Agreement.

HAS DECIDED AS FOLLOWS :

Article 1

An Agreement is hereby concluded on behalf of the European Economic Community between the Community and the United Nations Children's Fund concerning the supply as food aid of skim milk powder, the text of which is annexed to this Decision.

Article 2

The approval provided for in Articles II, in Articles III par. 3 and VIII par. 2 of the Agreement mentioned in Article I is given by the Commission.

Article 3

The President of the Council is hereby authorized to nominate the persons entitled to sign the Agreement and confer on them the powers necessary to bind the Community.

Done at Brussels,

For the Council

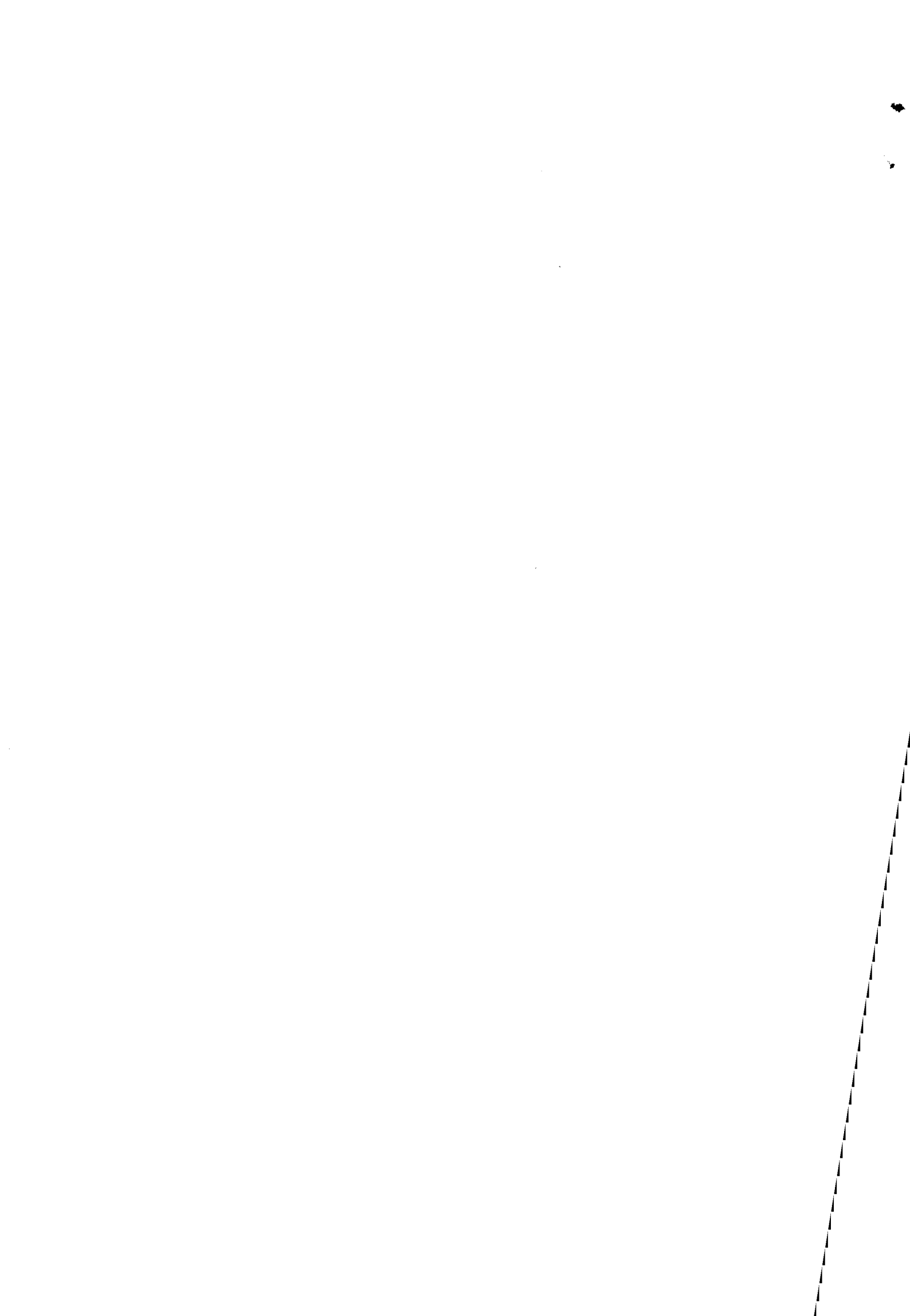
The President

(1) OJ No. L 190, 13 July 1974, p.20



AGREEMENT

BETWEEN THE EUROPEAN ECONOMIC COMMUNITY AND THE
UNITED NATIONS CHILDREN'S FUND (UNICEF) ON THE
SUPPLY OF SKIM MILK POWDER AS FOOD AID.



5.
THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE UNITED NATIONS CHILDREN'S FUND

of the other part,

HAVE DECIDED to conclude this Agreement and have nominated as plenipotentiaries for this purpose :

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE UNITED NATIONS CHILDREN'S FUND :

WHO HAVE AGREED AS FOLLOWS :



6.

ARTICLE I

The ~~European~~ Economic Community hereinafter referred to as "the Community" shall supply by way of gift to the United Nations Children's Fund (UNICEF) hereafter referred to as the "recipient body", a quantity of 2,250 tonnes of skim milk powder.

ARTICLE II

The specifications and packaging of the products shall be agreed between the recipient body and the Community.

ARTICLE III

The recipient body undertakes to use the products received as aid for the purposes of consumption and to distribute them free of charge to groups of people covered by its program of assistance, each operation to have been previously approved by the Community.

The deliveries shall be made using arrangements to be approved by the Community. For emergency actions involving not more than 100 tonnes of skim milk powder the approval of the Community shall be given in the shortest possible time after receipt of the request.

ARTICLE IV

The obligations and responsibilities of the Community and of the recipient body with particular reference to delivery and acceptance whether CIF or "free frontier" are set out in the Annex which forms an integral part of this Agreement.

ARTICLE V

The recipient body undertakes to ensure that all arrangements needed for transport of the products from points of delivery to places of distribution and for insurance if it considers it necessary shall be made either by the recipient body itself or by the government of the country where distribution is to take place. In any case of loss unless caused by acts of war the recipient body undertakes to ensure replacement of the products so as to restore the contribution of the Community.

ARTICLE VI

The recipient body undertakes to inform the Community of how this Agreement is implemented. To this end it shall forward to the Community the following information :

- not more than 30 days after the arrival of each shipment at the place of delivery : the places and dates of delivery, the nature, quantity and quality of the products delivered, and the date on which the delivery was fully completed;
- one month after completion of the delivery, then every four months until the quantities received as aid have been fully used : the quantities distributed, number and description of the beneficiaries and the places, timetable and method of distribution.

ARTICLE VII

The contracting parties shall at the request of either consult each other on all matters concerning the application of this Agreement.

ARTICLE VIII

Should new circumstances arise the contracting parties shall together decide on any amendments to be made to this Agreement.

In such an event, and for matters involving not more than 100 tonnes of skim milk powder the approval of the Community shall be given in the shortest possible time after receipt of the request.

ARTICLE IX

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

Provisions under Article IV of the Agreement

Article 1

Delivery shall be effected and risks shall pass from the Community to the recipient body :

- in the case of delivery CIF, once the goods are effectively set down on quayside or onto lighter if this method is used;
- in the case of delivery "free frontier" of the country of destination, once the goods actually reach the frontier point.

Article 2

The recipient body shall bear all costs subsequent to delivery including the costs of reception of the goods and, where delivery is made "free frontier", the costs of unloading.

Article 3

In the case of delivery CIF, any demurrage costs at the port of unloading resulting from delays attributable to the recipient body shall be borne by that body. The rates and the detailed arrangements applying thereto in the contract between the Community agent referred to in Article 6 and the carrier must have been agreed upon in advance by that agent and the receiving agent of the recipient body referred to in Article 6.

In the case of delivery "free frontier" any costs resulting from delays in taking delivery of the goods which are attributable to the recipient body shall be borne by that body.

Article 4

The Community shall as soon as possible notify the recipient body of the name of the vessel, the date of loading, the quantity and the quality of the goods as recorded at time of loading, the port of unloading, and where delivery is made "free frontier", the frontier point and the methods of transportation used for bringing the goods to the frontier point.

Article 5

In the case of delivery CIF, the Community shall inform the recipient body of the estimated date of arrival of the vessel at the port of unloading at least ten clear days before that date. It shall insert in the charter-party a clause requiring the captain to inform the recipient body at least 72 hours in advance of the probable date of arrival of the vessel in port.

In the case of delivery "free frontier", the community shall without delay inform the recipient body of the date of arrival of the goods at the port of unloading and shall in any case make known at least ten clear days in advance the estimated date of arrival at the frontier point.

Article 6

To implement the provisions of this Annex, the Community shall appoint an agent whose name and address it shall make known in good time to the recipient body.

The recipient body shall appoint a receiving agent for each place of delivery, whose name and address it shall make known to the Community before the Agreement is implemented.

Article 7

On delivery of the goods the recipient body or its receiving agent referred to in Article 6 shall hand to the Community's agent referred to in the same Article a certificate of acceptance for the quantities involved.

PROPOSAL FOR A COUNCIL DECISION

concluding the Agreement between the European Economic Community
and the United Nations Children's Fund (UNICEF) on the supply of
cereals as Food Aid.

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the proposal of the Commission;

Whereas the European Economic Community has concluded the Second Food Aid Convention (1);

Whereas the United Nations Children's Fund has made known its requirements in cereal products for humanitarian programs and whereas a quantity of food stuffs equivalent to 10.000 tonnes of cereals should be placed at its disposal for this purpose ;

Whereas concerning emergency actions to be decided upon in implementation of the proposed Agreement the Community's approval should be given to the United Nations Children's Fund as soon as possible and whereas it may prove necessary to reply very rapidly to any requests for modifications which might be made by the UNICEF during the implementation of the said Agreement

HAS DECIDED AS FOLLOWS :

Article 1

An Agreement is hereby concluded on behalf of the European Economic Community and the United Nations Children's Fund concerning the supply as food aid of cereals, the text of which is annexed to this Decision.

Article 2

The approval provided for in Articles II, in Articles III par.3 and VIII par. 2 of the Agreement mentioned in Article I is given by the Commission.

Article 3

The President of the Council is hereby authorized to nominate the persons entitled to sign the Agreement and confer on them the powers necessary to commit the Community

Done at Brussels,

For the Council
The President

(1) O.J.No..L 190 9 August 1974,p.9

AGREEMENT

**BETWEEN THE EUROPEAN ECONOMIC COMMUNITY AND THE
UNITED NATIONS CHILDREN'S FUND (UNICEF) ON THE
SUPPLY OF CEREALS AS FOOD AID.**



THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE UNITED NATIONS CHILDREN'S FUND

of the other part,

HAVE DECIDED to conclude this Agreement and have nominated as plenipotentiaries for this purpose :

THE COUNCIL OF THE EUROPEAN COMMUNITIES :

THE UNITED NATIONS CHILDREN'S FUND :

WHO HAVE AGREED AS FOLLOWS :



ARTICLE I

The European Economic Community hereinafter referred to as "the Community" shall supply by way of gift to the United Nations Children's Fund (UNICEF) hereafter referred to as the "recipient body", a quantity of 10,000 tonnes of cereals under the 1973/74 cereals food aid program.

ARTICLE II

The 10,000 tonnes of cereals shall be supplied in the form of 5,000 tonnes of rolled oats of which the specifications and packaging shall be agreed between the recipient body and the Community.

ARTICLE III

The recipient body undertakes to use the products received as aid for the purposes of consumption and to distribute them free of charge to groups of people covered by its program of assistance, each operation to have been previously approved by the Community.

The deliveries shall be made using arrangements to be approved by the Community.

For emergency actions involving not more than 1000 tonnes of processed products the approval of the Community shall be given in the shortest possible time after receipt of the request.

ARTICLE IV

The obligations and responsibilities of the Community and of the recipient body with particular reference to delivery and acceptance whether CIF or "free frontier" are set out in the Annex which forms an integral part of this Agreement:

ARTICLE V

The recipient body undertakes to ensure that all arrangements needed for transport of the products from points of delivery to places of distribution and for insurance if it considers it necessary shall be made either by the recipient body itself or by the government of the country where distribution is to take place. In any case of loss unless caused by acts of war the recipient body undertakes to ensure replacement of the products so as to restore the contribution of the Community.

ARTICLE VI

The recipient body undertakes to inform the Community of how this Agreement is implemented. To this end it shall forward to the Community the following information : _____

- not more than 30 days after the arrival of each shipment at the place of delivery : the places and dates of delivery, the nature, quantity and quality of the products delivered, and the date on which the delivery was fully completed;
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Should new circumstances arise the contracting parties shall together decide on any amendments to be made to this Agreement.

In such an event, and for matters involving not more than 1,000 tonnes of processed products, the approval of the Community shall be given in the shortest possible time after receipt of the request.

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The recipient body shall bear all costs subsequent to delivery including the costs of reception of the goods and, where delivery is made "free frontier", the costs of unloading.

Article 3

In the case of delivery CIF, any demurrage costs at the port of unloading resulting from delays attributable to the recipient body shall be borne by that body. The rates and the detailed arrangements applying thereto in the contract between the Community's agent referred to in Article 6 and the carrier must have been agreed upon in advance by that agent and the receiving agent of the recipient body referred to in Article 6.

In the case of delivery "free frontier" any costs resulting from delays in taking delivery of the goods which are attributable to the recipient body shall be borne by that body.

Article 4

The Community shall as soon as possible notify the recipient body of the name of the vessel, the date of loading, the quantity and the quality of the goods as recorded at time of loading, the port of unloading, and where delivery is made "free frontier", the frontier point and the methods of transportation used for bringing the goods to the frontier point.

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