

# COMMISSION OF THE EUROPEAN COMMUNITIES

COM(75) 277 final

Brussels 12 June 1975

## RECOMMENDATION FOR A COUNCIL DECISION

concluding the Agreement between the European Economic Community and the Office of the United Nations High Commissioner for Refugees on the supply of butteroil, and cereals as emergency food aid for the victims of the events in Cyprus

---

(submitted to the Council by the Commission)



THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

Having regard to the Recommendation from the Commission;

Whereas the European Economic Community has concluded the Convention relating to food aid, 1971;

Whereas the Office of the United Nations High Commissioner for Refugees has made known the Cypriot refugees' requirements in cereal products and whereas 5 000 metric tons of cereals, to be supplied in the form of 3 311 metric tons of wheat flour should consequently be allocated to this body as emergency food aid;

Whereas the Council, in Regulation (EEC) No 875/75 of 18.3.1975 on the supply of butteroil decided to make available to the Office of the United Nations High Commissioner for Refugees 300 metric tons of butteroil;

HAD DECIDED AS FOLLOWS :

Article 1

An Agreement between the European Economic Community and the Office of the United Nations High Commissioner for Refugees on the supply of butteroil and cereals as food aid, the text of which is annexed to this Decision, is hereby concluded on behalf of the European Economic Community.

Article 2

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

Done at Brussels,  
For the Council  
The President

*D*

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES,

of the other part,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES:

WHO HAVE AGREED AS FOLLOWS:

AGREEMENT

BETWEEN THE EUROPEAN ECONOMIC COMMUNITY AND THE OFFICE  
OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES ON  
THE SUPPLY OF BUTTEROIL AND CEREALS AS EMERGENCY FOOD  
AID FOR THE VICTIMS OF THE EVENTS IN CYPRUS.

---



## ARTICLE I

Under the 1974/75 food aid programme, the European Economic Community hereinafter referred to as the "Community" shall supply as a gift to the Office of the United Nations High Commissioner for Refugees, hereinafter referred to as the "recipient body", 300 metric tons of butteroil and 5 000 metric tons of cereals, to be supplied in the form of 3.311 metric tons of wheat flour in cotton sacks of net weight of 50 kg each.

The quality requirements and packaging conditions for the butteroil are set out in Annex II which forms an integral part of this Agreement.

## ARTICLE II

Deliveries shall be made in accordance with the provisions of Annex II, which forms an integral part of this Agreement.

## ARTICLE III

The recipient body undertakes to make all necessary arrangements for the transportation and the insurance of the products from the point of delivery to the places of destination. It undertakes to exercise the greatest possible care to ensure that the tendering arrangements for the transport by sea are not prejudicial to the free play of fair competition. The recipient body reserves the right to transport the products supplied as aid free of charge if means of transportation are made available to it without charge.

Any problems arising in this connection shall be the subject of consultations under Article VI of this Agreement.

## ARTICLE IV

The recipient body undertakes to use the products received as aid for purposes of consumption and to distribute them free of charge to the victims of the recent events in Cyprus.

#### ARTICLE V

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

- immediately after discharge of each cargo: ports and dates of arrival of the vessel; nature, quantity and any comments on the quality of the products discharged; date on which discharge was completed;
  
- one month after completion of the delivery, then every three months until the quantities received as aid have been fully used: quantities distributed, number and description of the beneficiaries, places, timetable and method of distribution.

#### ARTICLE VI

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

#### ARTICLE VII

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

BUTTEROIL

I. Quality

(A) Characteristics of the product:

Concentrate of milk fats with a pure fat content of not less than 99.8%.

(B) Standard composition

(Analysis carried out during manufacture and packaging)

- Moisture content and non-fat components of the milk: not exceeding 0.2%
- Fats: not less than 99.8%
- Free fatty acids: not exceeding 0.5% (expressed in oleic acid)
- Peroxide index per kg: not more than one unit (in milli-equivalents of active oxygen per kg)
- Taste: fresh
- Smell: no smells foreign to butteroil.

II. Packaging:

(a) 5 kg metal tins - 4 tins per box

(b) Marking on the outside in English as follows:

BUTTEROIL

GIFT FROM THE EUROPEAN ECONOMIC COMMUNITY

TO THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

FOR FREE DISTRIBUTION TO THE PEOPLE OF CYPRUS

## General Provisions

### Article 1

Delivery shall be complete and risks shall pass from the European Economic Community, hereinafter referred to as the EEC, to the recipient body once the goods are deposited at the point of exportation designated by the Commission of the European Communities, at the place indicated by the recipient body or its authorized agent referred to in Article 2, subject to the conditions referred to in the following articles. Without prejudice to Articles 7 and 8, the costs incurred up to and including delivery shall be borne by the Community and by the recipient body after this delivery.

### Article 2

To implement the provisions of this Annex, the Community shall appoint - if necessary for each lot - an authorized agent whose name and address shall be made known to the recipient body as soon as he is appointed. The recipient body shall appoint in the port or ports of shipment an authorized agent whose name and address it shall make known to the Community as soon as possible and if possible before the appointment of the Community's authorized agent.

### Article 3

Prior to the implementation of the procedures to appoint the Community's authorized agent referred to in Article 2, the Commission of the European Communities and the recipient body shall jointly fix the period during which the delivery is to begin.

## II. Obligations of the European Economic Community

### Article 4

Where the Community is not in a position to carry out the delivery on the date and, where appropriate, at the rate provided for in Article 6, any costs incurred as a result by the recipient body, for example demurrage, forfeit freight or dead freight shall be borne by the Community.

The demurrage rates and detailed arrangements relating thereto laid down in the contracts concluded between the recipient body and the carrier must have been previously agreed upon between the recipient body and the authorized agent

of the Community. The other costs referred to in the first paragraph shall only be refunded by the Community if they have been paid by the recipient body with the agreement of the Community.

#### Article 5

Should it prove impossible for the Community to supply all or part of the goods on the date and within the time limit provided for in Article 6, without prejudice to the provisions of Article 4, the authorized agents of the Community and the recipient body shall agree on a new date and a new time limit for delivery of the total consignment or that part of it which has not been delivered.

### III. Obligations of the recipient body

#### Article 6

After contacting the Community, the recipient body shall procure, for the transportation of all the quantities provided for in Article 1 of the Agreement, one or several vessels of dimensions corresponding to the normal loading potential of the port of shipment, which must be ready for loading on a date falling within the period referred to in Article 3.

As soon as he knows this date and the date on which delivery is due to begin, the authorized agent of the recipient body shall notify the Community of them, if possible 20 days and in any case 10 clear days before the date on which delivery is due to begin.

He shall fix with the authorized agent of the Community the rate at which deliveries shall be carried out.

#### Article 7

Should the recipient body not be in a position to begin loading on the date provided for in the first paragraph of Article 6, its authorized agent shall immediately inform the authorized agent of the Community.

In that event, a new date for commencement of deliveries and, where appropriate, a new rate may be agreed upon between the Community's authorized agent and that of the recipient body. Whatever the circumstances, the costs attributable to this delay shall, except in cases of force majeure, be borne by the recipient body.

## Article 8

Where the quantity scheduled for loading on a vessel cannot be taken on board in its entirety, the recipient body shall inform the Community as soon as possible and in any event not later than 15 clear days after loading is completed, whether it intends to take or forgo the balance.

In the first case, the second and third paragraphs of Article 7 shall be applicable to this balance if it has not already been delivered.

In the second case, the Community may consider that it has discharged its commitment to the recipient body under Article 1 of the Agreement and it shall bear the costs resulting from non-acceptance of the balance.

In any event, if the recipient body has not informed the Community of its intentions after the period of 15 clear days has expired, it shall be considered to have foregone the balance.

## Article 9

On delivery of the goods, the recipient body shall give the authorized agent of the Community a certificate confirming delivery, indicating the port of shipment, the date of taking delivery, and the nature, quantity and any comments on the quality of the goods received, and shall address a copy of this certificate to the Commission of the European Communities.