

# COMMISSION OF THE EUROPEAN COMMUNITIES

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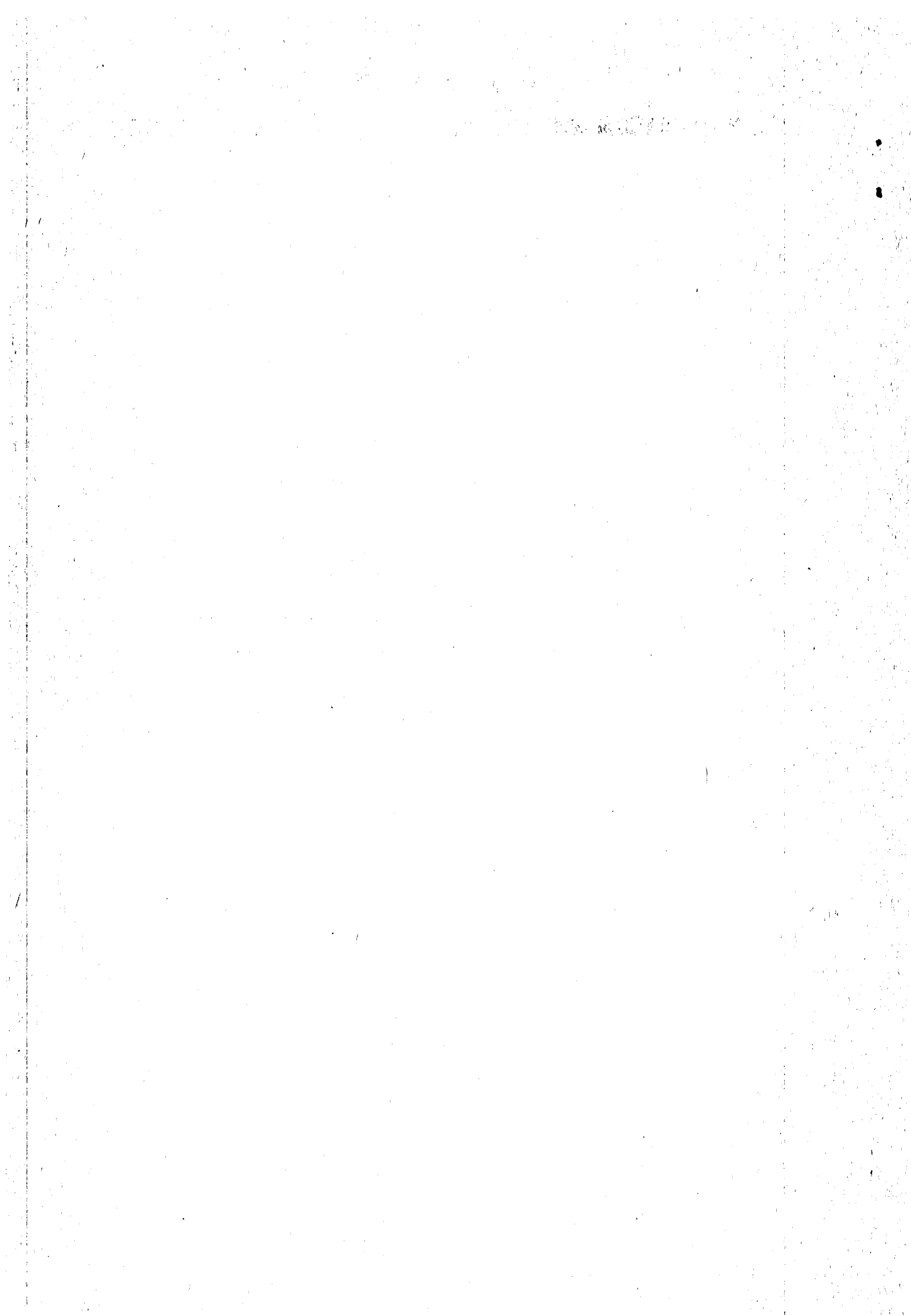
Brussels, 9 April 1974

RECOMMENDATION FOR A  
COUNCIL DECISION

concluding an agreement between the European Economic Community  
and the Republic of Niger for the supply of cereals  
as food aid

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(submitted to the Council by the Commission)



AGREEMENT

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

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 deposited a declaration of provisional application of the Good Aid Convention of 1971; and whereas that Convention has been effective since 1 July 1971;

Whereas by letter of 9.10.1973 the Republic of Niger submitted a request for emergency food aid;

Whereas in view of the cereals supply situation in the Republic of Niger that country should be granted a gift of 20 000 metric tons of cereals in the form of 15 000 metric tons of maize and 5 000 metric tons of sorghum under the Community Food Aid Programme for 1973/74;

HAS DECIDED :

Article 1

On behalf of the European Economic Community an Agreement is hereby concluded between the European Economic Community and the Republic of Niger on the supply of food aid in the form of maize and sorghum, the text of which Agreement is annexed to this decision.

Article 2

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

Done at Brussels,

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For the Council

The President

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

on the one hand,

THE GOVERNMENT OF THE REPUBLIC OF NIGER

on the other hand,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE GOVERNMENT OF THE REPUBLIC OF NIGER :

WHO HAVE AGREED AS FOLLOWS:

#### Article I

As a part of its Food Aid Programme (Cereals) for 1973/74, the European Economic Community shall supply 20 000 metric tons of cereals in the form of 15 000 metric tons of maize and 5 000 metric tons of sorghum as gift to the Republic of Niger, hereinafter referred to as the "recipient country".

#### Article II

Deliveries shall be made in new jute bags with a net weight of 50 kg each free to places of destination to be determined between the country of destination and the European Economic Community by mutual consent.

#### Article III

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

#### Article IV

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

#### Article V

The country of destination undertakes to use for purposes of consumption the goods received as aid.

The country of destination shall distribute the maize received as aid free of charge except for 5 000 metric tons maize which may be sold on the local market at prices normally obtaining on that market for goods of comparable quality.

The proceeds of such sale, less normal marketing costs incurred on the local market (excluding inland transport costs) shall be paid into a special account with the Central Bank or a bank under State supervision to form a fund for the financing of one or more development projects previously submitted by the country of destination and approved by the European Economic Community.

#### Article VI

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end they shall take any measures required to ensure that aid supplies are in addition to, and do not replace business transactions which might reasonably be expected in the absence of such supplies

#### Article VII

The recipient country shall take any measures required to prevent:

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

#### Article VIII

The recipient country undertakes to inform the European Economic Community how this Agreement is being implemented. To this end, it shall report to the Commission of the European Communities every three months until the quantities received as aid have been fully used :

- (i) the number and nature of the recipients, the quantities distributed, and the place and method of distribution.

- (ii) quantities sold, how they have been sold, selling prices; normal selling costs on the recipient country's market;
- (iii) On 15 January every year until the special account has been fully used :
  - (a) State of this account (incoming and outgoings) on 31 December of the preceding year;
  - (b) Progress achieved in the project or projects, with an indication of the total amount of financing undertaken at that stage.

Article IX

The country of destination shall take all measures necessary to enable persons duly authorized by the European Economic Community to follow on the spot the progress of operations carried out in pursuance of this Agreement.

Article X

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

Article XI

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

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ANNEX TO ARTICLE III OF THE AGREEMENT

Article 1

Delivery shall be completed and the risks shall pass from the European Economic Community to the recipient country as soon as the goods actually reach the place of destination.

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

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

Article 2

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

Article 3

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

Article 4

On delivery a tolerance of 5 % less than the quantity of wheat to be supplied under Article I of the Agreement is permitted.

Article 5

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

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

Article 6

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