

COM 1478
HILLMAN

COMMISSION OF THE EUROPEAN COMMUNITIES

COM(74) 637 final

Brussels, 13 May 1974

Recommendation

for a

COUNCIL DECISION

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

(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 proposal from the Commission;

Whereas the Council in Regulation (EEC) no. 3582/73 and Regulation 3583/73
of 28 December 1973 on the supply of skimmed milk powder and butteroil as food
aid decided to make 3.200 metric tons of skimmed milk powder and 1 450 metric
tons of butteroil available to the Republic of Niger;

HAS DECIDED:

Article 1

An Agreement between the European Economic Community and the
Republic of Niger for the supply of skimmed milk powder and butteroil
as food aid is hereby concluded on behalf of the European Economic Community.
The text of the Agreement is annexed to this Decision.

Article

The President of the Council is authorized to designate the persons
empowered to sign the Agreement and to confer on them the powers required
in order to bind the Community.

Done at Brussels,

For the Council

having regard to the Treaty establishing the European Economic Community,
and in particular Articles 113, 114 and 115 thereof;

Having regard to the proposal from the Commission;

Whereas the Council in Regulation (EEC) No. 3502/73 and Regulation 3503/73
of 30 December 1973 on the supply of skimmed milk powder and butteroil as food
aid decided to make 3 500 metric tons of skimmed milk powder and 1 450 metric
tons of butteroil available to the Republic of Niger;

HAS DECIDED:

Article 1

An Agreement between the European Economic Community and the
Republic of Niger for the supply of skimmed milk powder and butteroil
as food aid is hereby concluded on behalf of the European Community and
the text of the agreement is annexed to this Decision.

Article 2

The President of the Council is authorized to designate the persons
empowered to sign the Agreement and to confer on them the powers required
in order to bind the Community.

AGREEMENT

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

on the one hand,

THE GOVERNMENT OF THE REPUBLIC OF NIGER

on the other hand,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE GOVERNMENT OF THE REPUBLIC OF NIGER :

WHO HAVE AGREED AS FOLLOWS:

.../...

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Article I

The European Economic Community shall supply as a gift to the Republic of Niger hereinafter referred to as the "recipient country", 3 200 metric tons of skimmed milk powder and 1 450 metric tons of butteroil which satisfy, as to quality and packing, the requirements laid down in Annex I which forms an integral part of this Agreement.

Article II

The deliveries shall be made to the places of destination, to be fixed by the recipient country and the European Economic Community by mutual consent.

Article III

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

Article IV

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

Article V

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

Article VI

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

Article VII

The recipient country shall take the appropriate steps to prevent:

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

Article VIII

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

Article IX

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

Article X

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

Article XI

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

A. SKIMMED MILK POWDERI. Quality requirements

(a) fat content	not exceeding 1,5 %
(b) moisture content	not exceeding 4,0 %
(c) total acidity (lactic acid)	not exceeding 0,15 % (18° Dornic)
(d) test for neutralizing agents	negative
(e) permitted additives	none
(f) test for phosphatase	negative
(g) solubility	not exceeding 0,5 ml (not less than 99 %)
(h) degree of purity	not less than <u>disc B</u> (15,0 mg)
(i) bacteria content	not exceeding 50 000 per g
(k) strength of colon bacillus	negative in 0,1 g
(l) flavour and smell	fresh
(m) appearance	white or slightly yellowish, absence of impurities and coloured particles

II. Packaging

(a) containing 25 kilogrammes net weight

(b) composition of packing:

(aa) 4 Kraft paper bags of a strength representing at least 70 g per m²;

1 interposed tar-lined paper bag of a strength representing at least 140 g per m²;

1 polyethylene inner bag at least 0,66 mm thick, welded or double-bound

or (bb) 1 "clupak-poly-duplo" paper bag of a strength representing at least 50/20/50 per m²;

2 Kraft paper bags of a strength representing at least 70/75 g per m²

1 polyethylene inner bag at least 0,10 mm (thick welded or double-bound)

(c) marking on the packaging:

SKIMMED MILK POWDER

GIFT OF THE EUROPEAN ECONOMIC COMMUNITY

B. BUTTEROIL

I. Quality

(A) Characteristics of the product:

Concentrated milk fat containing no less than 99.8% of pure fat;

(B) Standard ingredients:

(Analysis made at time of manufacture and packing)

- Moisture and non-fat ingredients of milk - not more than 0.20%
- Fat - not less than 99.8%
- Free fatty acids - not more than 0.5% (expressed as oleic acid)
- Peroxide level/kg - not more than 1 unit (in milli equivalents of active oxygen per kg)
- Taste - pure
- Smell - absence of smell extraneous to butteroil.

II. Conditions of packaging

a) Metal cans of 20 kg - 1 can per carton.

b) Inscription on the packaging in French language :

BUTTEROIL

GIFT OF THE EUROPEAN ECONOMIC COMMUNITY

TO THE REPUBLIC OF NIGER

TO DISTRIBUTE FREE OF CHARGE

ANNEX TO ARTICLE III OF THE AGREEMENT

Article 1

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

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

Article 5

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