

## AGREEMENT

between the European Economic Community and the Islamic Republic of Pakistan on the supply of common wheat and skimmed-milk powder as emergency food aid

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part, and

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN,

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 GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN:

WHO HAVE DECIDED AS FOLLOWS:

*Article I*

The European Economic Community, hereinafter referred to as the 'Community', shall supply, as emergency food aid, to the Islamic Republic of Pakistan, hereinafter referred to as the 'country of destination':

- 20 000 metric tons of common wheat, delivered in bulk, whereof 10 000 metric tons are under the Community Food Aid Programme (Cereals) for 1971/72 and 10 000 metric tons under the Programme for 1972/73,
- 3 000 metric tons of skimmed-milk powder to be supplied through the International Committee of the Red Cross, the quality and conditions of packaging of which are laid down in Annex I, which forms an integral part of this Agreement.

*Article II*

Deliveries of wheat shall be made cif at the ports of discharge of the country of destination.

*Article III*

The obligations and responsibilities of the Community and of the country of destination relating to delivery and the taking of delivery of the wheat are defined in Annex II, which forms an integral part of this Agreement.

*Article IV*

The country of destination undertakes to make all necessary arrangements for the transport and insurance of the delivered products from the moment they have been taken over.

*Article V*

The country of destination undertakes to use the products received as aid for purposes of consumption and to distribute them free of charge to the flood victims.

*Article VI*

The Contracting Parties undertake to implement this Agreement in such manner 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, commercial transactions which might reasonably be expected to take place in the absence of such supplies.

*Article VII*

The country of destination shall take all appropriate measures to prevent:

- the re-export of the products received as aid and of products and by-products derived from them;
- the export, commercially or otherwise, within six months from the date of the last delivery, either of the skimmed-milk powder produced locally which should be of the same kind as that received as aid or of any products or by-products derived from it.

*Article VIII*

The country of destination undertakes to inform the Community of the circumstances surrounding the implementation of this Agreement. For this purpose, it shall communicate to the Commission of the European Communities the following information:

- not more than 30 days after the unloading of each consignment: port and date of ship's arrival; kind, quantity and quality of products unloaded; date on which discharge was completed;
- every three months until the quantities received as aid have been fully used: the quantities distributed; the number and type of recipients; and the place, schedule and method of distribution.

*Article IX*

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

*Article X*

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

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## ANNEX I

## Quality and conditions of packaging of the skimmed-milk powder

I. *Quality requirements*

(a) fat content	not exceeding 1.5%
(b) water 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 disc B (15.0 mg)
(i) germ content	not exceeding 50 000 per gr
(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:
  - (aa) 4 Kraft paper bags of a strength representing at least 70 g/m<sup>2</sup>;  
1 intercalated bag of tar-lined paper of a strength representing at least 140 g/m<sup>2</sup>;  
1 polyethylene inner bag at least 0.06 mm<sup>2</sup> thick, welded or double-bound;
  - or
  - (bb) 1 bag of clubpack-poly-duplo-paper of a strength representing at least 50/20/50 g/m<sup>2</sup>;  
2 Kraft paper bags of a strength representing at least 70/75 g/m<sup>2</sup>;  
1 polyethylene inner bag at least 0.10 mm thick, welded or double-bound;
- (c) marking on the packaging (in English):

SKIMMED-MILK POWDER/GIFT OF THE EUROPEAN ECONOMIC  
COMMUNITY TO THE ISLAMIC REPUBLIC OF PAKISTAN

## ANNEX II

## Provisions laid down in Article III of the Agreement

*Article 1*

Delivery shall be effected and all risk shall pass from the Community to the country of destination at the moment at which the goods are actually taken in charge in the ship's hold at the port of discharge.

The country of destination shall pay all costs subsequent to delivery of the goods, including the costs of discharge (breaking bulk, hoisting, taking delivery, for example) as well as any lighterage costs.

Any demurrage or dispatch money at the port of discharge shall be borne by or paid to the country of destination. The rates and conditions of payment laid down in the contract between the authorized agent of the Community referred to in Article 5 and the carrier must have been agreed in advance between that agent and the receiving agent of the country of destination referred to in Article 5.

*Article 2*

The Community shall forward to the country of destination, as soon as possible after the goods have been shipped, a notice giving the name of the ship, the date of loading, the quantity and quality of the goods on loading and the port of discharge.

*Article 3*

The Community shall inform the country of destination of the ship's estimated date of arrival at the port of discharge at least 10 clear days before that date.

It shall have inserted in the charter party an undertaking by the captain to give the country of destination at least 72 hours' notice of the probable date of the ship's arrival in the port of discharge.

*Article 4*

On delivery of the goods, a tolerance of 5% less than the quantity to be supplied in accordance with Article 1 of the Agreement is permitted.

*Article 5*

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

The country of destination shall appoint a receiving agent in each port of discharge, whose name and address it shall make known to the Community before the Agreement is implemented.

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**Information on the signing of the Agreement between the European Economic Community and the Islamic Republic of Pakistan on the supply of food aid**

The Agreement between the European Economic Community and Pakistan on the supply of common wheat and skimmed-milk powder as emergency food aid, which the Council decided to conclude on 14 January 1974, was signed in Brussels on 17 January 1974, on behalf of the Council of the European Communities by:

Mr Ulrich Lebsanft, Ambassador Extraordinary and Plenipotentiary, Chairman of the Permanent Representatives Committee and

Mr Hans-Broder Krohn, Director-General for Development and Cooperation at the Commission of the European Communities, and on behalf of the Government of Pakistan by:

Mr Quamar ul Islam, Ambassador Extraordinary and Plenipotentiary, Head of the Pakistani Mission to the European Communities.

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