

## AGREEMENT

between the European Economic Community and the World Food Programme on the supply of butteroil as food aid to developing countries

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE WORLD FOOD PROGRAMME, a programme jointly undertaken by the United Nations Organization and the Food and Agricultural Organization of the United Nations,

of the other part,

WHEREAS the object of the World Food Programme is to make use of contributions received under the Programme to meet certain emergency food requirements and to carry out projects involving the use of foodstuffs for economic and social development;

WHEREAS there are stocks of butter available in the European Economic Community; whereas, to contribute towards achieving the objectives of the World Food Programme, the Community has decided to place at the latter's disposal a certain quantity of butteroil produced from such stocks;

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

THE WORLD FOOD PROGRAMME:

WHO HAVE AGREED AS FOLLOWS:

*Article I*

The European Economic Community, hereinafter referred to as the 'Community', shall supply as a free gift to the World Food Programme, hereinafter referred to as the 'WFP', 15 000 metric tons of butteroil.

*Article II*

The WFP shall undertake to use the butteroil supplied as aid to implement emergency measures for economic and social development or food projects which shall be subject to prior approval by the Community.

*Article III*

1. For each delivery, the Community, taking into account the information received from the WFP,

shall notify the latter of the port or ports of shipment and the dates of availability at the said port or ports. This information shall be provided at least 30 days prior the availability date of the goods.

2. Only sea ports accessible to ocean-going vessels and utilized for international freight may be named as ports of shipment.

*Article IV*

1. The Community shall place the butteroil at the disposal of the WFP free of charge.

2. The butteroil supplied must at least meet the requirements as to the quality and packaging stipulated in Annex I, which is an integral part of the Agreement.

*Article V*

1. Deliveries shall be made in accordance with the procedure laid down in Annex II, which is an integral part of the Agreement.
2. The WFP shall take delivery of the goods and shall be responsible for their transport, insurance and distribution in the country of destination.
3. The Community shall make a contribution to the WFP towards the costs referred to in paragraph 2 of 79 units of account for each metric ton of butteroil accepted. It shall undertake to pay this amount within 60 days of each acceptance of delivery by the WFP.

*Article VI*

The WFP undertakes to inform the Community of the conditions under which this Agreement is implemented. To this end, it shall make available to the Commission of the European Communities:

- (a) with regard to transport: within a reasonable period after unloading, reports indicating the dates of arrival of the vessels at the ports of destination, quantities and qualities of goods

unloaded and the dates on which unloading was completed;

- (b) with regard to the use made of the products: periodic information on the progress made with emergency measures or projects for which Community assistance was provided, the use made of the products and the quantities distributed together with details on the methods of distributing the products, the number of beneficiaries and, in particular, the measures taken to prevent the products being drawn into commercial channels.

*Article VII*

The contracting parties shall, at the request of either, consult each other on any question concerning the implementation of this Agreement.

*Article VIII*

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

## ANNEX I

## QUALITY AND PACKING

## I. Quality requirements

(a) *Characteristics of the product:*

Concentrated milk fats containing not less than 99.8 % of pure fats.

(b) *Standard composition:*

(Analysis at time of manufacture and packing)

- Moisture and non-fat milk substances: maximum 0.2 %
- Fats: minimum 99.8 %
- Free fatty acids: maximum 0.5 % (expressed as oleic acid)
- Peroxide level/kg: maximum 1 unit (in milliequivalents of active oxygen/kg)
- Taste: pure
- Smell: absence of smell extraneous to butteroil.

## II. Packing

(a) *Type of packing:*

- 5 kg metal cans — 4 cans per carton
- 20 kg metal cans — 1 can per carton.

(b) *Marks:*

..... (port of unloading)  
Butteroil — Gift of the European Economic Community — supplied by the World Food Programme.

ANNEX II  
DELIVERY PROCEDURE

- On the basis of information received from the WFP, concerning transport, the Community shall, for each delivery, notify the WFP of the supplier(s) and shall indicate a period of 15 days within which the WFP may fix the date of delivery;
- If possible within 20 days, or in any case 10 clear days before the date laid down for each delivery, the WFP shall notify the supplier(s) of the estimated date for commencement of delivery;
- The WFP shall notify the supplier(s), not less than five days in advance, of the exact date for commencement of delivery. It shall establish the delivery schedule with the authorized Community representative;
- The goods shall be delivered by the Community to the place of shipment on the date indicated pursuant to the above conditions;
- Delivery shall be effected from the moment when the goods are set down at the point of export named by the Community and at the berth specified by the WFP or the latter's authorized representative;
- Should the Community fail to deliver the goods at the place and on the date specified, where the WFP has rendered delivery possible, any consequences resulting from this shall be borne by the Community. The WFP shall inform the Community of the delay within eight days, in writing;
- Should the WFP fail to take delivery of the goods at the place and on the date specified, where the Community has rendered delivery possible, the consequences resulting therefrom shall, except in the case of *force majeure*, be borne by the WFP. The Community shall inform the WFP of the delay within eight days, in writing;
- The Community and the WFP shall appoint one or more authorized representatives to implement the Agreement. The WFP shall appoint a representative in each port of shipment to deal with any matters requiring attention;
- On delivery of the goods, the WFP agent shall hand to the authorized Community representative a certificate of acceptance stating the port of shipment, date of acceptance, nature and quantity of the goods accepted, together with any comments on the quality of the goods.

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**Information on the signing of the Agreement between the European Economic Community and the World Food Programme (WFP) on the supply of food aid**

The Agreement between the European Economic Community and the WFP on the supply of butteroil as food aid to developing countries, which the Council decided to conclude on 9 August 1974, was signed in Brussels on 24 September 1974, on behalf of the Council of the European Communities by:

Mr Louis Rabot, Director-General for Agriculture, Commission of the European Communities,

and on behalf of the WFP by:

Mr Francisco Aquino, Executive Director of the WFP.

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