

AGREEMENT

**between the European Economic Community and the Islamic Republic of Mauritania
on the supply of common wheat and maize as food aid**

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part,

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF MAURITANIA,

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 MAURITANIA:

WHO HAVE AGREED AS FOLLOWS:

Article I

As part of its food-aid programme (cereals) for 1973/74, the European Economic Community, hereinafter referred to as the 'Community', shall supply the Islamic Republic of Mauritania, hereinafter referred to as the 'country of destination', by way of gift, with 8 000 metric tons of common wheat and 2 000 metric tons of maize.

Article II

Deliveries will be made in new jute sacks of a net weight of 50 kg each, cif port of unloading in the country of destination.

Article III

The obligations and responsibilities of the Community and of the country of destination relating to delivery and receipt are defined in the Annex, 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 products from the cif stage to places of destination.

Article V

The country of destination undertakes to use the consumption and to distribute them free to people in consumption and to distribute them free to people in need.

Article VI

The Community shall grant the country of destination a lump-sum contribution for the costs of forwarding the products from the cif stage to the places of destination.

This contribution shall amount to 50 units of account per metric ton of delivered product.

The Community undertakes to pay this contribution as soon as possible after receipt by the Commission of the European Communities of the certificate referred to in Article 6 of the Annex.

Article VII

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, commercial transactions which might reasonably be expected in the absence of such supplies.

Article VIII

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 resulting from such supplies;
- the export, commercially or otherwise, within six months of the last delivery, either of local produce of the same nature as that received as aid or of any products or by-products resulting from it.

Article IX

The country of destination undertakes to inform the Community of the mode of implementation of this

Agreement. To this end it shall provide the Commission of the European Communities, every three months until the amounts received as aid have been fully used, with the following information: quantities distributed, number and description of the recipients, place and manner of distribution.

Article X

The country of destination shall take all necessary measures to enable the persons duly authorized by the Community to observe on-the-spot the operations involved in the implementation of this Agreement.

Article XI

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

Article XII

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

ANNEX

Procedures for delivery and receipt

Article 1

Delivery shall be effected and all ~~ris~~ 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 bear all costs subsequent to delivery of the goods, including the costs of discharge (such as breaking bulk, hoisting, taking delivery) as well as any lighterage costs.

Any demurrage or despatch 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 cargo, an allowance of 5 % less than the quantity laid down under Article I of the Agreement shall be permitted.

Article 5

To implement 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 nominate a receiving agent in each port of discharge, whose name and address it shall make known to the Community before the Agreement is implemented.

Article 6

On delivery of the goods the country of destination shall hand to the authorized agent of the Community a certificate of receipt, which shall set out the place and date of receipt, the nature and the quantity of the goods received, together with any comments on the quality of those goods. A copy of the certificate shall be sent to the Commission of the European Communities.

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

The Agreement between the European Economic Community and Mauritania on the supply of common wheat and maize as food aid, which the Council decided to conclude on 17 December 1974, was signed in Brussels on 18 December 1974, on behalf of the Council of the European Communities by:

Mr Étienne Burin des Rozières, 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 Islamic Republic of Mauritania by:

Mr Ely Ould Allaf, Ambassador, Representative of the Government of Mauritania to the European Economic Community.
