

No. 7239

**ALGERIA, BELGIUM, FRANCE,
GREECE, ISRAEL, etc.**

**International Olive Oil Agreement, 1963 (with annexes).
Adopted at the United Nations Conference on Olive
Oil at Geneva, on 20 April 1963**

Official texts: English, French and Spanish.

Registered by Spain on 5 May 1964.

**ALGÉRIE, BELGIQUE, FRANCE,
GRÈCE, ISRAËL, etc.**

**Accord international sur l'huile d'olive, 1963 (avec annexes).
Adopté à la Conférence des Nations Unies sur l'huile
d'olive, à Genève, le 20 avril 1963**

Textes officiels anglais, français et espagnol.

Enregistré par l'Espagne le 5 mai 1964.

No. 7239. INTERNATIONAL OLIVE OIL AGREEMENT,¹ 1963.
ADOPTED AT THE UNITED NATIONS CONFERENCE
ON OLIVE OIL AT GENEVA, ON 20 APRIL 1963

PREAMBLE

(i) *Recalling* that the olive :

—is a perennial fruit tree which, under conditions regarded as normal, begins to produce at an age varying between 6 and 15 years and attains maturity between the age of 80 and 120,

—is a plant indispensable for the maintenance and conservation of certain soils, and allows of developing lands which will not yield any other crop,

—is a plant on which depend the existence and standard of living of millions of families who are wholly dependent on the measures that are taken for maintaining and developing the consumption of its products, both in the producing countries themselves and to non-producing consumer countries,

Recalling that, while olive oil, which is the chief of the resources derived from olive-growing, occupies a relatively restricted place in world nutrition at the present time, it nevertheless forms an essential basic commodity in the regions where olive-growing is established,

Stressing in this connexion the extreme importance of this production in the economy of numerous countries ;

(ii) *Recalling* that the essential feature of the olive oil market lies in the irregularity of harvests and in that of supplying the market, and these irregularities result in fluctuations in the value of the production and in instability of prices and of

¹ In accordance with paragraph 4 of article 36, the Agreement came into force on 17 March 1964, the day on which the Governments of five mainly producing countries and the Governments of two mainly importing countries had deposited with the Government of Spain their instruments of ratification, accession or approval. The following countries deposited their instruments of ratification (r), approval, or accession (a) on the dates indicated :

France**	28 June	1963
Libya*	13 August	1963 (a)
Israel*	28 September	1963 (r)
Morocco*	30 September	1963 (r)
Turkey*	26 October	1963
Algeria*	28 October	1963 (r)
United Kingdom of Great Britain and Northern Ireland** (also applicable to the Isle of Man, Jersey and the Bailiwick of Guernsey)	17 March	1964 (r)

* Mainly producing countries.

** Mainly importing countries.

receipts from exportation, as well as in considerable differences in the incomes of producers,

Recalling that these facts give rise to special difficulties that may cause serious damage to the interests of producers and consumers and may jeopardize the general policies of economic expansion in the countries of the regions where olive-growing is established and is capable of undergoing the necessary expansion,

Recalling that it is particularly necessary to remedy this situation by suitable measures, taking account of the very special features of olive-growing and of the olive oil market ;

(iii) *Recalling* that such measures transcend the national field and international action is indispensable ;

(iv) *Considering* that it is essential to continue and develop the work already undertaken within the framework of the 1956 International Agreement on Olive Oil¹ modified by the Protocol of 3rd April 1958,²

The contracting Governments have agreed as follows :

CHAPTER I

GENERAL OBJECTIVES

Article 1

The objectives of this Agreement are :

1. To ensure fair competition among countries exporting olive oil, whether producers or not, and to ensure to importing countries delivery of a commodity that conforms to all the specifications of the contracts concluded ;
2. To put into operation, or to facilitate the application of such measures as are calculated to extend the production and consumption of, and international trade in, olive oil ;
3. To reduce the disadvantages due to fluctuations of supplies on the market ;
4. To continue and develop the work of the International Agreement on Olive Oil, 1956.

CHAPTER II

PARTICIPATION

Article 2

Participation in the Agreement is open to the Governments of all States Members of the United Nations or of the Food and Agriculture Organization of the United

¹ United Nations, *Treaty Series*, Vol. 336, p. 177 ; Vol. 340, p. 424 ; Vol. 341, p. 421 ; Vol. 354, p. 432 ; Vol. 376, p. 455 ; Vol. 435, p. 364, and Vol. 450, p. 451.

² United Nations, *Treaty Series*, Vol. 302, p. 121, and Vol. 307, p. 335.

Nations which consider themselves interested in problems concerning olive oil and which fulfil the conditions laid down under Article 36 of this Agreement.

CHAPTER III

DEFINITIONS

Article 3

1. The "Council" means the Olive Oil Council referred to in Article 21 of this Agreement.

2. The "Executive Committee" means the Committee established under the conditions laid down in Article 30 of this Agreement.

3. The "olive crop year" means the period between the first of October of each year and the thirtieth of September of the following year.

4. The "Government of a mainly producing country" means a Participating Government whose metropolitan territory and other territories, whatever the provisions of domestic law linking them to the metropolitan territory, taken as a whole at the time it became a Party to the present Agreement, produced on the average, during the olive crop years 1956-57 to 1961-62, a volume of olive oil greater than their average annual imports of olive oil during the period 1957 to 1962.

5. The "Government of a mainly importing country" means a Participating Government whose metropolitan territory and other territories, whatever the provisions of domestic law linking them to the metropolitan territory, taken as a whole at the time it became a Party to the present Agreement, produced on the average, during the olive crop years 1956-57 to 1961-62, a volume of olive oil smaller than their average annual imports of olive oil during the period 1957 to 1962.

CHAPTER IV

GENERAL OBLIGATIONS

Article 4

The Participating Governments undertake not to adopt any measures contrary to the obligations contracted under this Agreement or to the general objectives set forth in Article 1.

Article 5

The Participating Governments undertake to adopt such measures as they deem appropriate to facilitate trade in, and to develop consumption of, olive oil.

Article 6

The Participating Governments declare that, in order to raise the standard of living of populations and to avoid the introduction of unfair competitive practices in world trade in olive oil, they will endeavour to maintain fair standards in working conditions throughout the olive-growing and olive oil industry and in activities deriving therefrom.

Article 7

The Participating Governments undertake to make available and supply all statistics, data and documentation necessary to enable the Council to discharge its functions under this Agreement, and, in particular, all information required to establish the olive oil balance-sheet, and to acquire a knowledge of the national olive oil policies of Participating Governments.

CHAPTER V

DESIGNATIONS AND DEFINITIONS OF OLIVE OIL

Appellations of origin and indications of source in International Trade

Article 8

1. The designation "Olive oil" shall be restricted to the oil obtained exclusively from olives, without any admixture of oil derived from any other oil-bearing fruits or seeds, or any oil obtained from animal fats.

2. The Participating Governments shall undertake to suppress within their territories within two years after they become Parties to this Agreement any use of the designation "olive oil", alone or in combination with other words, which is not in conformity with this Article.

3. The designation "Olive oil" used alone will in no case be applied to residue olive oils.

Article 9

1. For international trade purposes, the designations of olive oils of different qualities are given in Annex A to this Agreement, which specifies for each designation the corresponding characteristics.

2. The use of such designations shall be compulsory for each quality of olive oil and they shall appear in clearly legible characters on all containers.

Article 10

1. Participating Governments undertake to adopt all necessary measures, in the manner prescribed by their respective legislations, to ensure the application of the principles and provisions set forth in Articles 8, 9, 11 and 12 of this Agreement.

2. They undertake in particular to prohibit and repress the use within their territories, for international trade purposes, of appellations of origin, indications of source and designations of olive oils contrary to those principles. This undertaking shall apply to all inscriptions placed on containers, invoices, way-bills or commercial documents, as well as to those used in advertising, trade marks, registered brand names or illustrations used in the international marketing of olive oils, in so far as such inscriptions might constitute false statements or give rise to confusion as to the origin, source or quality of the olive oils.

Article 11

1. Appellations of origin or indications of source, when given, may only be applied to virgin olive oils produced exclusively in the country, region or locality mentioned or coming exclusively therefrom.

2. Blended olive oil, whatever its origin, may only bear the indication of source of the exporting country. Nevertheless, when the oil has been prepared and exported by the country supplying the virgin olive oils used in the blend, it may be identified by the appellation of origin of the virgin olive oil used in the said blend. Where use is made of the generic designation "Riviera", well known in the international trade as a blend of virgin and refined olive oil, this designation must in every case be followed by the word "type". The word "type" must appear on all containers in printed characters of the same size and manner of presentation as the word "Riviera".

Article 12

1. As regards appellations of origin and indications of source, any disputes arising from the interpretation of the clauses of this chapter of the Agreement, or from difficulties in applying these provisions, which have not been settled by direct negotiation shall be examined by the Council.

2. The Council shall endeavour to bring about conciliation after consultation with the International Federation of Olive Growers and with a competent professional organization of a mainly importing country, and if it considers it desirable, with the International Bureau for the Protection of Industrial Property, the International Chamber of Commerce and the Permanent International Bureau of Analytical Chemistry; should it be unsuccessful and after all efforts to reach Agreement have been exhausted, the Governments of participating States concerned shall have the right of recourse, as a last resort, to the International Court of Justice.

CHAPTER VI

WORLD-WIDE PUBLICITY TO PROMOTE OLIVE OIL CONSUMPTION

Publicity Programmes

Article 13

1. The Participating Governments undertake jointly to conduct general olive oil publicity campaigns with a view to maintaining and increasing olive oil consumption throughout the world. Such campaigns shall be based on the use of the designation "olive oil" as defined in Article 8 of this Agreement.

2. Such campaigns shall take the form of educational and advertising campaigns and shall deal with the organoleptic and chemical characteristics and the nutritive, therapeutic and other properties of olive oil, but excluding any indication of quality, origin or country of export.

3. The resources of the Publicity Fund shall be used in accordance with the following criteria :

- (i) maintenance and development of existing markets ;
- (ii) creation of new markets for olive oil ;
- (iii) productiveness of publicity outlay.

Article 14

The general and the more limited publicity campaigns to be undertaken under Article 13 above shall be decided on by the Council after consultation with the appropriate agencies and organizations, commensurately with the funds supplied to it for the purpose.

Article 15

The Council shall be responsible for administering the funds allotted for joint publicity purposes. The Council shall prepare annually, as an annex to its own budget, an estimate of receipts and expenditure relating to this publicity.

Publicity Fund

Article 16

1. The Participating Governments of the mainly producing countries undertake to place at the disposal of the Council, for each olive crop year, for joint publicity purposes, a sum of money equivalent to US \$300,000 and payable in that currency. Nevertheless, the Council may decide what proportion of its contribution each Government may be permitted to pay in other currencies.

The sum of \$300,000 mentioned above may be increased by the Council without, however, exceeding \$500,000, on condition that such an increase is agreed to by all the mainly producing participating countries.

The sum of \$300,000 referred to above may be reduced if the aggregate production of the countries which are parties to this Agreement represents less than 80 per cent of the world production of olive oil during the reference period mentioned in Article 3. In that event, the sum of \$300,000 shall be reduced to an amount proportionate to the share of world production represented by the aggregate production of the mainly producing countries which are parties to this Agreement.

By special agreement with the Council the Governments of other participating countries may make contributions to the Publicity Fund. Such contributions shall be added to the amount of the Publicity Fund as determined in pursuance of the preceding sub-paragraphs of this paragraph. Nevertheless, the Council may revise these coefficients by a unanimous decision of the mainly producing participating countries.

2. The Participating Governments of the mainly producing countries, as defined in Article 3, shall contribute to the Publicity Fund in accordance with the coefficient established for each of them as set forth in Annex B to this Agreement.

3. The contributions to the Publicity Fund of the Governments of mainly producing countries not mentioned in the aforesaid Annex B which become Parties to this Agreement shall be determined by the application to each of them of a coefficient established by special agreement between the Council and the Government concerned and calculated in proportion to the coefficients shown in Annex B to this Agreement with respect to the Governments therein mentioned.

4. The contributions to the Publicity Fund shall be payable for the whole of the financial year, including the financial year during which the instruments of ratification, acceptance, approval or accession are deposited, whatever the date of such deposit.

5. Contributions to the Publicity Fund shall be payable at the beginning of each olive crop year, and in the case of the first olive crop year of this Agreement, they shall be payable immediately after the first session of the Council, under the conditions determined by the latter and as specified in the foregoing paragraphs.

6. The contributions to the Publicity Fund of the Governments of States which become Parties to this Agreement after it has come into force, shall become payable as soon as they have become Parties to this Agreement, for the current olive crop year, and afterwards under the same conditions as established for the other Parties.

7. In the event of delay in the payment of contributions to the Publicity Fund, the provisions of paragraph 5 of Article 33 shall apply.

8. If the Agreement expires and is not extended or renewed, any funds not used for publicity shall be refunded to the Participating Governments proportionately to their total contributions for publicity during the period of validity of the International Agreement on Olive Oil, 1956, and of this Agreement.

9. For all decisions relating to publicity, each Participating Government of a mainly producing country shall be allotted a number of votes proportionate to its contribution to the Publicity Fund under this Article. Any fractional vote resulting from the application of the coefficient established under the provisions of this Agreement shall be counted as a whole vote.

When a country concludes a special agreement with the Council under the last sub-paragraph of paragraph 1 of this Article to make a contribution to the Publicity Fund, it shall acquire a number of votes proportionate to its contribution, on condition that the agreement in question covers the period still to run before the expiry of the Agreement.

Article 17

The technical execution of publicity programmes may be entrusted by the Council to specialized bodies of its own choice, representative of the olive-growing and olive oil industries, among others the International Federation of Olive Growers.

Article 18

The Council may receive voluntary contributions from Governments or from other sources for joint publicity purposes. Such occasional resources shall be added to the amount of the Publicity Fund as determined by Article 16 of this Agreement.

CHAPTER VII

ECONOMIC MEASURES

Article 19

1. Within the framework of the general objectives defined in Article 1 of this Agreement, with a view to contributing towards the normalization of the olive oil market and towards the correction of any imbalance between international supply and demand due to irregularity of crops or other causes, the Council shall, at the beginning of each olive crop year, make a detailed examination of olive oil balance sheets and an overall estimate of olive oil supplies and requirements, on the basis of the information supplied by each Participating Government under Article 7 of this Agreement, of whatever information may be supplied by non-participating Governments interested in international trade in olive oil, and of any other relevant statistical information available to the Council.

2. Not later than 1 March each year, Participating Governments shall officially inform the Council of the olive oil surpluses held in their countries over and above normal exports reported under paragraph 1, and which they wish to export to participating or other countries during the current olive crop year.

3. Not later than 1 March each year, Governments of countries with deficits, after estimating all their requirements, both for consumption and export, shall officially inform the Council of their estimated import requirements during the current olive crop year.

4. Not later than 1 April, the Director of the Council shall notify all the Participating Governments of the estimated olive oil surpluses and deficits of member and other countries during the current olive crop year, in order to facilitate direct negotiations between exporting and importing concerns of participating countries. If they have such information, the Participating Governments shall inform the Council as quickly as possible of the positive results thus obtained.

5. Not later than 31 May, the Council shall make a fresh overall estimate of olive oil supplies and requirements and a fresh examination of the market situation taking into account all the information available at this date, and may propose to Participating Governments such measures as it deems desirable.

Article 20

The Council shall continue its studies with a view to making, as early as possible, recommendations to Participating Governments calculated to secure the long term normalization of the olive oil market by means of suitable measures designed to encourage international trade.

CHAPTER VIII

ADMINISTRATION

Olive Oil Council

Article 21

An Olive Oil Council shall be entrusted with the administration of this Agreement.

Functions of the Council

Article 22

1. Within the framework of its administrative functions under the terms of the Agreement and apart from its particular duties in connexion with the Joint Publicity Fund, the Council shall be responsible for promoting action for the stabilization and

expansion of the world olive oil economy, by every means in its power, in the fields of production, trade and consumption.

2. The Council shall examine ways and means of securing an increase in olive oil consumption. It shall in particular make to Participating Governments appropriate recommendations concerning :

- (i) the adoption and application of a standard international contract for transactions in olive oil ;
- (ii) the constitution and functioning of International Arbitration Boards to deal with possible disputes in matters of olive oil transactions ;
- (iii) the setting of uniform standards for the chemical and physical characteristics of olive oil ;
- (iv) the setting of uniform methods of analysis of olive oil.

3. The Council shall take all measures that could lead to the drafting of a code of standard fair trade practices for the international olive oil trade, particularly with respect to margins of tolerance.

4. The Council shall take any measures it considers useful in order to suppress unfair competition on the international level by States which are not Parties to the Agreement or by persons subject to the jurisdiction of such States.

5. The Council may also undertake studies on questions relating to olive oil, and the stabilization and expansion of the olive oil market.

Furthermore, it is authorized to undertake or cause to be undertaken other work, in particular the collection of detailed information concerning special assistance in different forms to olive oil activities, so as to be able to formulate any suggestions and recommendations it may deem advisable for the attainment of the general aims listed in Article 1 of this Agreement.

All such studies and work should particularly cover as large a number of countries as possible and take into account the general economic and social conditions of the countries concerned.

6. The Participating Governments shall inform the Council of the conclusions at which they have arrived after considering the recommendations and suggestions referred to in this Article.

Article 23

1. The Council shall draw up rules of procedure in conformity with the provisions of this Agreement. It shall keep up to date such records as are required to enable it to discharge its functions under this Agreement, and such other records as it considers desirable. In the event of inconsistency between the rules of procedure thus adopted and the provisions of this Agreement, the Agreement shall prevail.

2. The Council shall draw up, prepare and publish any reports, studies, charts, analyses or other documents which it may deem useful and necessary.

3. The Council shall publish, at least once a year, a report on its activities and on the operation of this Agreement.

4. The Council may delegate to the Executive Committee, constituted under the conditions specified in Article 30, the exercise of each of its powers and each of its functions except those of Article 16, Article 25, paragraph 1 and Article 33, paragraphs 2 and 3. The Council may, at any time, revoke such delegation of powers.

5. The Council may appoint such special committees as it deems useful for assisting it in the exercise of its functions under this Agreement.

6. The Council shall exercise such other functions as are necessary for the execution of the provisions of this Agreement.

Composition of the Council

Article 24

1. Subject to the provisions of paragraph 2 of this Article, each Participating Government shall be a member of the Council with a right to vote. It shall have the right to be represented on the Council by a delegate and it may designate alternates. The delegate and alternates may be accompanied at the meetings of the Council by as many advisers as each Participating Government deems necessary.

2. A Participating Government which is mainly interested in the importation or consumption of olive oil and which represents in international affairs one or more dependent or self-governing territories mainly interested in the production or exportation of olive oil, or vice versa, shall be entitled either to joint representation in the Council with the dependent or self-governing territories which it represents in international affairs or, if it so desires, to the separate representation of such territory or territories.

3. The Council shall elect, from among the members of the delegations of the Participating Governments, a Chairman who shall not be entitled to vote and who shall hold office for the period of one olive crop year. In the event of the Chairman being a voting delegate, his right to vote shall be exercised by another member of the delegation of his Government. The Chairman shall receive no remuneration.

4. The Council shall also elect, from among the members of the delegations of the Participating Governments, a Deputy Chairman. The Deputy Chairman, in the event of his being a voting delegate, shall have the right to vote except when acting as Chairman, in which case he will transfer his right to vote to another member of his delegation. He shall hold office for the period of one olive crop year and shall receive no remuneration.

Meetings of the Council

Article 25

1. The seat of the Council shall be Madrid unless the Council decides otherwise by a majority of two thirds of the votes cast. It shall hold its sessions there unless it decides, as an exception, to hold a particular session in another place.

2. The Council shall meet at least twice a year, taking account in particular of the provisions of Article 19 of this Agreement.

3. The Council may be convened at any time by its Chairman at his discretion. The Chairman shall also convene the Council if so requested :

- (i) by five Participating Governments ;
- (ii) by one or more Participating Governments holding at least 10 per cent of the total votes ;
- (iii) by the Executive Committee ;
- (iv) when a member of the Council appeals against a decision of the said Committee in accordance with paragraph 8 of Article 30 of this Agreement.

4. Notice of the sessions envisaged in paragraph 2 of this Article, must be sent out at least thirty days before the date of the first meeting of each of them.

Notice of the sessions envisaged in paragraph 3 of this Article must be sent out at least seven days before the date of the first meeting of each of them.

Article 26

The *quorum* required for any Council meeting shall consist of two thirds of the total number of votes, on the understanding that this *quorum* shall include the votes of not less than two Governments of the countries referred to in Article 3, paragraph 5, of this Agreement. Nevertheless, if such a *quorum* is not reached on the day appointed for a meeting of the Council convened in conformity with Article 25, the said meeting shall be held twenty-four hours later and the presence of representatives holding at least 50 per cent of the total votes of the Participating Governments shall then constitute a *quorum*.

Article 27

The Council may take decisions without holding a meeting, by an exchange of correspondence between the Chairman and the Participating Governments, provided that no Participating Government raises any objection to such procedure. Any decision thus taken shall be communicated as speedily as possible to all the Participating Governments, and shall be entered in the record of the following meeting of the Council.

Article 28

1. Subject to the provisions of Article 16, paragraph 9, the number of votes allotted to each participating country shall be that shown in Annex C of this Agreement.

2. However, pending the ratification of this Agreement by each of the two countries allotted the largest number of votes in Annex C, the provisions of Articles 26, 28, 29 and of paragraph 1 of Article 33 of the International Olive Oil Agreement 1956, reproduced in Annex D of this Agreement, shall remain in force.

3. The number of votes allotted to countries not mentioned in Annex C which become Parties to this Agreement shall be determined by special agreement between the Council and each Government concerned, due regard being had to the importance of the said countries in the olive oil economy.

Article 29

1. Unless otherwise provided for in this Agreement, decisions of the Council shall be taken by a majority of the votes cast, on the understanding that this majority must include the votes of at least three countries.

2. The Government of a participating mainly producing country may authorize the voting delegate of another mainly producing country to represent its interests and to exercise its right to vote at one or more meetings of the Council. Evidence of such authorization acceptable to the Council shall be submitted to the Council.

3. The voting delegate of a mainly producing country, in addition to the powers and the right to vote held by his own country, may only represent the interests and exercise the right to vote of one other mainly producing country.

4. The Government of a participating mainly importing country may authorize the voting delegate of another mainly importing country to represent its interests and to exercise its right to vote at one or more meetings of the Council. Evidence of such authorization acceptable to the Council shall be submitted to the Council.

5. The voting delegate of a mainly importing country, may, in addition to the powers and the right to vote held by his country, represent the interests and exercise the right to vote of several mainly importing countries.

Executive Committee

Article 30

1. If the Council comprises at least eighteen members it shall appoint an Executive Committee composed of: (a) representatives of the Governments of seven countries in the group of participating mainly producing countries, five of which shall

be those having the highest production of olive oil in this group; (b) of representatives of the Governments of five countries in the group of participating mainly importing countries, two of which shall be those having the highest imports of olive oil in this second group.

2. If the Council has fewer than eighteen members, it may appoint an Executive Committee composed of three-fifths and two-fifths respectively of representatives of Governments of participating mainly producing and participating mainly importing countries.

3. The members of the Executive Committee shall be appointed for one olive crop year on the proposal of each of the two groups mentioned in paragraph 1 of this Article. They may be re-elected.

4. The Executive Committee shall exercise the powers and functions delegated to it by the Council in accordance with Article 23, paragraph 4.

5. The Chairman of the Council shall be the Chairman of the Executive Committee. He shall not be entitled to vote.

6. The Committee shall draw up its rules of procedure, subject to the approval of the Council.

7. Each member of the Executive Committee shall have one vote. In the Committee decisions shall be taken by a majority of the votes cast.

8. Any Participating Government shall be entitled to appeal to the Council according to the procedure prescribed by the latter, against any decision of the Executive Committee, and the Executive Committee's decision shall be suspended pending the outcome of the appeal. In so far as a Council decision differs from that of the Executive Committee, the latter shall be modified accordingly.

Secretariat

Article 31

1. The Council shall have a Secretariat composed of a Director and such staff as may be necessary to carry out the work of the Council, the Executive Committee and its Committees. The Council shall appoint the Director and shall define his responsibilities. The members of the staff shall be appointed under regulations established by the Council, and shall not hold any office outside the organization nor accept any other employment.

2. It shall be a condition of employment for the Director and the staff of the Secretariat that they shall have no direct or indirect commercial or financial interests in any of the various sectors of the olive-growing and olive oil industries or, if they have, that they shall renounce them.

3. The responsibilities of the Director and of the members of the staff are exclusively international in character. In the discharge of their duties, they shall not seek or receive instructions from any Government or from any other authority

external to the organization. They shall refrain from any action incompatible with their position as international officials.

4. The Participating Governments shall respect the international character of the responsibilities of the members of the Secretariat and shall not seek to influence them in the discharge of their duties.

CHAPTER IX

STATUTE, IMMUNITIES AND PRIVILEGES

Article 32

1. Within each Participating State, and in so far as its legislation allows, the Council shall have the legal capacity necessary for the performance of the functions conferred upon it by this Agreement.

2. In so far as its legislation allows, the Government of the State in which the seat of the Council is situated shall exempt from taxation the funds of the Council and the salaries paid by the Council to its personnel.

CHAPTER X

FINANCIAL PROVISIONS

Article 33

1. Except for the expenses of the Chairman of the Council, which shall be borne by the Council, the expenses of delegations to the Council and of members of the Executive Committee shall be borne by their respective Governments. The contribution of each Participating Government to the administrative budget, for each olive crop year, shall be proportionate to the number of votes it has when the budget for that year is adopted.

2. During its first session, the Council shall vote an administrative budget covering the first olive crop year and shall fix the amount of the contribution to be paid by each Participating Government.

Each year, subsequently, during the October session, the Council shall vote its administrative budget for the corresponding olive crop year and fix the amount of the contributions of each Government for the aforesaid crop year.

3. The initial contribution of each Participating Government becoming a Party to this Agreement under Article 36 shall be fixed by the Council on the basis of the number of votes allotted to the said country and of the fraction of the year remaining until the end of the current olive crop year. The contributions fixed for the other Participating Governments for the current olive crop year, however, shall not be modified.

4. Payment of contributions under this Article shall fall due at the beginning of each olive crop year for which such contributions have been fixed and shall be payable in the currency of the country in which the seat of the Council is situated.

5. Any Participating Government which has failed to pay its contribution by the date of the next session of the Council following the end of the olive crop year for which such contribution has been fixed, shall have its right to vote suspended until its contribution is paid ; nevertheless, except by a vote of the Council, it shall not be deprived of any of its other rights nor released from any of its obligations under this Agreement.

6. After the April session the Council shall publish a certified statement of its receipts and expenditure during the previous olive crop year.

7. In case of dissolution, and prior thereto, the Council shall take the necessary steps for the settlement of its liabilities, the depositing of its archives and the disposal of any surplus assets existing at the date of the expiry of this Agreement.

CHAPTER XI

CO-OPERATION WITH OTHER ORGANIZATIONS

Article 34

The Council may make any suitable arrangements for consultation and co-operation with the Food and Agriculture Organization of the United Nations and other appropriate governmental and non-governmental agencies or institutions. It may also make any arrangements it deems advisable to enable the representatives of such organizations to attend its meetings.

CHAPTER XII

DISPUTES AND COMPLAINTS

Article 35

1. Any dispute, other than as referred to in Article 12, concerning the interpretation or implementation of this Agreement, which has not been settled by negotiation shall, at the request of a Participating Government which is a party to the dispute, be referred to the Council for decision after consulting, if necessary, an advisory commission, the composition of which shall be fixed by the Council's rules of procedure.

2. The advisory commission's opinion, with reasons stated, shall be submitted to the Council which shall settle the dispute after due consideration of all pertinent information.

3. Any complaint that any Participating Government has not fulfilled the obligations imposed upon it by this Agreement shall, at the request of the Participating Government making the complaint, be referred to the Council, which shall take a decision on the subject, if necessary following the advice of the advisory commission mentioned in paragraph 1 of this Article.

4. A Participating Government may be found, by a vote of the Council, to have committed a breach of this Agreement.

5. Should the Council find that a Participating Government has committed a breach of this Agreement, it may apply sanctions to that Government which may range from a warning to a suspension of the right to vote of the Government concerned until it has complied with its obligations, or to exclude such Government from the Agreement.

CHAPTER XIII

SIGNATURE, RATIFICATION, ACCEPTANCE, APPROVAL, ACCESSION AND ENTRY INTO FORCE

Article 36

1. This Agreement shall be open for signature until 30 June 1963 by the Governments which have been invited to the United Nations Conference on Olive Oil, 1963.

2. This Agreement shall be submitted for ratification, acceptance or approval by the signatory States in conformity with their respective constitutional procedures and the instruments of ratification, acceptance, or approval shall be deposited with the Government of Spain which shall be the depositary Government of the Agreement.

3. This Agreement shall be open for accession by any State invited to the United Nations Conference on Olive Oil. Accession shall be effected by the deposit of an instrument of accession with the depositary Government. After the coming into force of the said Agreement, any other State Member of the United Nations or the Food and Agriculture Organization of the United Nations may accede to it.

4. This Agreement shall enter into force on 1 October 1963, if the Governments of five mainly producing countries and the Governments of two mainly importing countries have ratified, accepted, approved or acceded to it, or on any later date on which these conditions are met. Nevertheless, in the event that the Governments of only four mainly producing countries and the Governments of two mainly importing countries have either ratified, accepted, approved or acceded to it by 1 October 1963, the said Governments may decide by mutual agreement that it shall enter into force on that date.

5. A State shall become a Party to this Agreement from the date on which it has deposited its instrument of ratification, acceptance, approval or accession with the depositary Government, or from the date of entry into force of this Agreement in accordance with paragraph 4 of this Article, whichever date is the later.

6. The Agreement may enter into force provisionally. For this purpose, a notification by a signatory Government undertaking to seek ratification, acceptance or approval of the Agreement in accordance with its constitutional procedures as rapidly as possible, which is received by the depositary Government not later than 30 September 1963, shall be regarded as equal in effect to an instrument of ratification, acceptance or approval.

7. Signatory Governments which have not ratified, accepted or approved this Agreement but which have made notifications under the preceding paragraph of this Article may, if they so desire, take part in the work of the Council as non-voting observers.

8. Signatory Governments which have made notifications under paragraph 6 of this Article may also inform the depositary Government that they undertake provisionally to apply this Agreement. Any Government having made such an undertaking shall be provisionally considered as a Party to this Agreement, with all the rights and duties of that status, until either it deposits its instrument of ratification, acceptance or approval, or until 1 October 1964, whichever is earlier. If by 1 October 1964 that Government has not yet deposited such an instrument, it shall, unless the Council decides to the contrary, cease to be provisionally considered as a Party to the Agreement, but may, if it so desires, take part in the work of the Council as a non-voting observer.

9. The depositary Government shall notify all Members of the United Nations and of the Food and Agriculture Organization of the United Nations of any signature, ratification, acceptance or approval of this Agreement, or of any accession thereto, and shall also inform them of any reservations or conditions attached. It shall further inform all Participating Governments of any notification made under paragraph 6 of this Article, and of any undertaking made under paragraph 8 thereof.

CHAPTER XIV

DURATION, AMENDMENT, SUSPENSION, WITHDRAWAL, EXPIRY, RENEWAL

Article 37

1. This Agreement shall remain in force until 30 September 1967, unless the conditions for its entry into force laid down in Article 36, paragraph 4, are no long fulfilled.

2. The Council shall, at such time as it considers appropriate, communicate to the Participating Governments its recommendations regarding extension or renewal of this Agreement.

3. On expiry of this Agreement and except in the event of its extension or renewal, the operations for which the Council is responsible and the funds it administers shall be liquidated on terms to be established by the Council with due regard for the provisions of this Agreement.

In order to apply these provisions and other clauses concerning liquidation, the Council shall continue its mission as long as is necessary and shall exercise the powers and functions given to it under this Agreement to the full extent necessary for the completion of its task.

4. If an Agreement to extend or renew the present Agreement has been negotiated and before the expiry of the present Agreement has received a sufficient number of signatures to enable it to enter into force in accordance with the relevant provisions, after ratification, acceptance or approval, and if this new Agreement has not entered into force either provisionally or definitively by the date of expiry of the present Agreement, then the present Agreement shall be extended until the entry into force of the new Agreement, provided that the period of such extension shall not exceed 12 months.

Article 38

1. In the event of circumstances arising which, in the opinion of the Council or of a Participating Government, hamper or threaten to hamper the functioning of this Agreement, the Council may recommend to the Participating Governments an amendment of this Agreement.

2. If the interested Government so requests, the voting procedure by correspondence established by Article 27 shall be used.

3. The Council shall fix a time limit within which each Participating Government shall notify depositary Government whether or not it accepts an amendment recommended under paragraphs 1 and 2 of this Article.

4. If, before the final date set in conformity with paragraph 3 of this Article, all the Participating Governments accept an amendment, it shall enter into force immediately after the receipt by depositary Government of the last acceptance. The depositary Government shall immediately communicate this circumstance to the Council.

5. If, by the final date set in conformity with paragraph 3 of this Article, an amendment is not accepted by the Participating Governments holding two-thirds of the votes, such amendment shall not enter into force.

6. If, by the final date set in conformity with paragraph 3 of this Article, an amendment is accepted by the Governments of the participating countries holding two-thirds of the votes, but not by the Governments of all the participating countries :

- (a) The amendment shall enter into force for the ^{United States} Participating Governments which have given notice of their acceptance in accordance with paragraph 3 of this Article, at the beginning of the olive crop year immediately following the final date, in conformity with the provisions of this paragraph ;
- (b) The Council shall decide immediately whether the amendment is of such a nature that the Participating Governments not accepting it must be suspended from this Agreement as from the date on which such amendment enters into force in accordance with sub-paragraph (a) above, and shall inform all the Participating Governments accordingly. Should the Council decide that the amendment is of such a nature, the Participating Governments which have not accepted it shall inform the Council before the date on which the amendment is to enter into force in accordance with sub-paragraph (a) above, whether they still consider such an amendment unacceptable ; the Participating Governments which have so decided and those which have not given notice of their decision shall then be automatically suspended from this Agreement from the date of entry into force of the amendment. Nevertheless, should any such Government satisfy the Council that it was prevented from accepting the amendment before its entry into force, in accordance with sub-paragraph (a) above, on account of constitutional difficulties beyond its control, the Council may defer suspension until such difficulties have been overcome and the Participating Government has notified the Council of its decision.

7. The Council shall lay down the rules under which a Participating Government suspended in accordance with sub-paragraph (b) of paragraph 6 of this Article may be reinstated, as well as the necessary rules for carrying out the provisions of this Article.

Article 39

1. Should a Participating Government consider its interests seriously endangered by the fact that a signatory Government fails to ratify or accept this Agreement, or because of conditions or reservations attached to a signature, ratification, acceptance or approval, it shall notify depositary Government. On receipt of such notification, the depositary Government shall inform the Council which shall examine the question either at its first session, or at one of its subsequent sessions held within a period of one month at the most after receipt of such notification. If, after examination of the question by the Council, the Participating Government continues to consider its interests seriously endangered it may withdraw from the Agreement by giving notice of its withdrawal to the depositary Government within a period of thirty days after being notified of the Council's decision.

2. The procedure laid down in paragraph 1 of this Article shall be applied in the following cases :

- (a) When a Participating Government declares that circumstances beyond its control prevent it from fulfilling its obligations under this Agreement ;
- (b) When a Participating Government considers its interests under the Agreement seriously prejudiced by the withdrawal of another Participating Government, or by the withdrawal under Article 42, paragraph 2, of all or some of the non-metropolitan territories represented by another Participating Government ;
- (c) When a Participating Government considers its interests under the Agreement seriously prejudiced through a measure taken by another Participating Government if the said measure is not withdrawn or modified in accordance with the recommendations made by the Council, on receipt of a complaint ;
- (d) When a Participating Government considers that its interests have been seriously prejudiced by a Council decision, taken by virtue of the powers invested in it or by means of an amendment, as provided for under section (b), paragraph 6 of Article 38.

3. A Participating Government may, by giving notice to the depositary Government, withdraw from the Agreement if it is involved in hostilities.

4. Any withdrawal made in accordance with the provisions of sections (a), (b), (c) and (d) of paragraph 2, or with those of paragraphs 1 and 3, will be effective from the date of receipt of definitive notification by depositary Government.

Article 40

The depositary Government shall inform without delay all Participating Governments of any notification of withdrawal which has been brought to its notice in accordance with Article 39 of this Agreement.

Article 41

1. Any Participating Government which withdraws or is suspended from the Agreement during the period of its application must discharge all its obligations as regards contributions to the Council and respect any commitments undertaken before the effective date of withdrawal or suspension.

2. Any Participating Government that withdraws from the Agreement during the period of its operation has no claim to any part of the proceeds of the liquidation of the Council's assets on the expiry of the said Agreement.

CHAPTER XV

TERRITORIAL APPLICATION

Article 42

1. Any Government may upon signature, ratification, acceptance or approval of this Agreement, or of accession thereto, or at any subsequent time, declare by

notice to the depositary Government that the Agreement shall extend to all or any of the non-metropolitan territories which it represents in international affairs and the Agreement shall apply on receipt of such notice to the territories mentioned therein.

2. In conformity with the provisions of Article 39 concerning withdrawal, any Participating Government may notify the depositary Government of the separate withdrawal from this Agreement of all or any of the non-metropolitan territories which it represents in international affairs.

3. The depositary Government shall inform Participating Governments of all notifications received in accordance with paragraphs 1 and 2 of this Article.

IN WITNESS WHEREOF, the undersigned, being duly authorized to this effect by their respective Governments, have signed the present Agreement¹ on the dates appearing opposite their signatures.

The texts of the present Agreement in the English, French and Spanish languages shall all be equally authentic, the original being deposited with the Government of Spain who shall transmit certified true copies to all signatory or acceding Governments.

¹ [The signature pages of the Agreement, as reproduced in the certified true copy transmitted for registration, list the names of the States in the three authentic languages of the Agreement, which had been invited to the United Nations Conference of Olive Oil, 1963, and to which the Agreement was open for signature, in accordance with its article 36 (1), until 30 June 1963. Only the names of the States, on behalf of which the Agreement was signed, are published herein (see p. 82 and 83 of this volume). The complete list of the names of the States, in the order in which they appear on the signature pages as reproduced in the certified true copy of the Agreement, is as follows :

Afghanistan, Albania, Upper Volta, Saudi Arabia, Algeria, Argentina, Australia, Austria, Belgium, Burma, Bolivia, Brazil, Bulgaria, Burundi, Cambodia, Cameroon, Canada, Ceylon, Colombia, Congo (Brazzaville), Congo (Leopoldville), Ivory Coast, Costa Rica, Cuba, Chad, Czechoslovakia, Chile, China, Cyprus, Dahomey, Denmark, Ecuador, Spain, United States of America, Ethiopia, Federation of Malaya, Federation of Rhodesia and Nyasaland, Philippines, Finland, France, Gabon, Ghana, Greece, Guatemala, British Guiana, Guinea, Haiti, Honduras, Hungary, India, Indonesia, Iraq, Iran, Ireland, Iceland, Israel, Italy, Jamaica, Japan, Jordan, Kuwait, Laos, Lebanon, Liberia, Libya, Luxembourg, Madagascar, Mali, Morocco, Mauritius, Mauritania, Mexico, Mongolia, Nepal, Nicaragua, Niger, Nigeria, Norway, New Zealand, Netherlands, Pakistan, Panama, Paraguay, Peru, Poland, Portugal, United Kingdom of Great Britain and Northern Ireland, United Arab Republic, Central African Republic, Republic of Korea, Dominican Republic, Federal Republic of Germany, Byelorussian Soviet Socialist Republic, Ukrainian Soviet Socialist Republic, Rwanda, Romania, El Salvador, Senegal, Sierra Leone, Syria, Somalia, Sudan, Sweden, Switzerland, South Africa, Thailand, Tanganyika, Togo, Trinidad and Tobago, Tunisia, Turkey, Uganda, Union of Soviet Socialist Republics, Uruguay, Venezuela, Viet-Nam, Yemen, Yugoslavia.]

ANNEX A

DESIGNATION AND DEFINITIONS OF OLIVE OIL FOR INTERNATIONAL TRADE

1. *Virgin olive oils* (NOTE.—The expression “Pure virgin olive oil” may also be used) : Olive oils produced by mechanical processes and free from any admixture of other types of oils or oils extracted in a different manner, classified as follows :

- (a) *Extra*: Olive oil of absolutely perfect flavour, having a maximum acidity—i.e., oleic acid content—of 1 gramme per 100 grammes.
- (b) *Fine*: Olive oil with the same characteristics as extra, except that its maximum acidity—i.e., oleic acid content—is 1.5 grammes per 100 grammes.
- (c) *Ordinary* (NOTE.—The expression “semi-fine” may also be used as the equivalent of or instead of “ordinary”.) Olive oil of good flavour having a maximum acidity—i.e., oleic acid content—of 3 grammes per 100 grammes, with a margin of tolerance of 10 per cent with respect to the indicated acidity.
- (d) *Lampante* (lamp oil) : Off-flavour olive oil or olive oil having an acid content in terms of oleic acid superior to 3.3 grammes per 100 grammes.

2. *Refined olive oils* (NOTE.—The expression “pure refined olive oil” may also be used) : Obtained by refining virgin olive oil.

3. *Pure olive oils*: Consisting of a blend of virgin olive oil and refined olive oil. Mixed oils may also be classified as types, the characteristics of which are determined by mutual agreement between buyers and sellers.

4. *Residue olive oils*: Oils obtained by treating olive residues with solvents.

5. *Refined residue olive oils*: Oils obtained by refining the oils mentioned in paragraph 4 and intended for food use. (NOTE.—Blends of refined residue olive oil and virgin olive oil habitually destined for domestic consumption in certain producing countries are called “refined residue oil and olive oil”. These blends shall not, under any circumstances, be termed simply “olive oil”.)

6. *Residue olive oils for technical use*: All other oils from olive residues.

ANNEX B

COEFFICIENTS ASSIGNED TO EACH OF THE MAINLY PRODUCING COUNTRIES NAMED BELOW FOR THE PURPOSE OF CALCULATING THE CONTRIBUTIONS TO BE PAID TO THE PUBLICITY FUND

Algeria	1.67
Greece	4.00
Israel	0.25
Italy	33.67
Libya	0.41
Morocco	1.00
Portugal	2.34
Spain	45.33
Tunisia	10.00
Turkey	1.33
	TOTAL 100.00

ANNEX C

MAINLY PRODUCING COUNTRIES

Algeria	40
Greece	180
Israel	20
Italy	420
Libya	25
Morocco	40
Portugal	120
Spain	420
Tunisia	110
Turkey	100

MAINLY IMPORTING COUNTRIES

Austria	3
Belgium	3
Federal Republic of Germany	5
France	35
Luxembourg	3
Senegal	3
United Kingdom	5

ANNEX D

ARTICLES 26, 28, 29 AND 33, PARAGRAPH 1, OF THE INTERNATIONAL AGREEMENT
ON OLIVE OIL, 1956*Article 26*

Representatives holding two-thirds of the votes of mainly producing countries and two-thirds of the votes of mainly importing countries shall together constitute a *quorum* at any meeting of the Council. Nevertheless, if such a *quorum* is not reached on the day appointed for a meeting of the Council convened in conformity with Article 25 above, the said meeting shall be held three days later and the presence of representatives holding at least 50 per cent of the total votes of the participating Governments shall then constitute a *quorum*.

Article 28

1. The Governments parties to this Agreement shall be divided into two groups : the mainly producing countries and the mainly importing countries.

2. The Governments of the mainly producing countries shall have one vote in the Council per thousand metric tons of their annual average olive oil production during the period 1949/50 to 1954/55, on the understanding that no Government shall have less than one vote.

3. The Governments of the mainly importing countries shall have a number of votes in the Council equal to 25 per cent of the number of votes allotted to the Governments of the mainly producing countries. These votes shall be distributed among them proportionately to their average imports during the years 1951 to 1954, on the understanding that no Government shall have less than one vote.

4. There shall be no fractional votes.

5. If a participating Government takes advantage of the provisions of paragraph 2 of Article 24 to ask for separate representation of one or more non-metropolitan territories which it represents in international affairs, such territory or territories shall be placed in the group corresponding to its or their main activity in the olive-growing and olive oil industry, on the understanding that the total number of votes held by the participating Government and its territory or territories separately represented shall not thereby be altered.

Article 29

1. The Council shall determine at its first session the number of votes to be allotted to each participating Government in accordance with the provisions of Article 28 above.

2. Thereafter, the Council shall re-adjust or redistribute the votes allotted to the participating Governments :

- (a) When a Government accedes to this Agreement ;
- (b) When a Government withdraws from the Agreement ;
- (c) In the circumstances provided for in paragraph 2 of Article 24 and in Article 41.

Article 33, Paragraph 1

1. The expenses of delegations to the Council and of members of the Executive Committee shall be borne by their respective Governments. Other expenditures required for the administration of the Agreement, including the salaries paid by the Council, shall be met by means of annual contributions by participating Governments. The contribution of the Government of each participating mainly producing country for each olive crop year shall be proportionate to the number of votes it has when the budget for that year is adopted. The contribution of the Government of each participating mainly importing country shall be settled by special agreement between itself and the Council, taking into account its country's importance in the olive oil economy.

Por Argelia :
Pour l'Algérie :
For Algeria :

Layachi YAKER
29 juin 63

Por Bélgica :
Pour la Belgique :
For Belgium :

Baron BEYENS
Cette signature est donnée pour l'Union Économique
Belgo-Luxembourgeoise¹.
Le 28 juin 1963

Por España :
Pour l'Espagne :
For Spain :

Javier ELORZA
Madrid, 28 junio 1963

Por Francia :
Pour la France :
For France :

Armand DU CHAYLA
28 juin 1963

Por Grecia :
Pour la Grèce :
For Greece :

Spyros CAPETANIDES
Sous réserve de ratification ultérieure².
29 juin 1963

Por Israel :
Pour Israël :
For Israel :

Yair BEHAR
25 de junio de 1963

¹ This signature is affixed on behalf of the Economic Union of Belgium and Luxembourg.
² Subject to subsequent ratification.

Por Italia :
Pour l'Italie :
For Italy :

Gian Giacomo THIENE
21 junio 1963

Por Marruecos :
Pour le Maroc :
For Morocco :

Ahmed LARAKI
Le 20 juin 1963

Por Portugal :
Pour le Portugal :
For Portugal :

Luis DA CAMARA PINTO COELHO
28 junio 1963

Por el Reino Unido de Gran Bretaña e Irlanda del Norte :
Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord :
For the United Kingdom of Great Britain and Northern Ireland :

George P. LABOUCHERE
June 28 1963

Por Tunecia :
Pour la Tunisie :
For Tunisia :

Hamuda SFAXI
22 juin 1963

Por Turquía :
Pour la Turquie :
For Turkey :

Nureddin VERGIN
28 juin 1963
