

II

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**UNITED NATIONS
(UNITED NATIONS CHILDREN'S FUND)
and
EUROPEAN ECONOMIC COMMUNITY**

Agreement on the supply of skimmed milk powder as food aid (with annex). Signed at Brussels on 9 December 1974

*Authentic texts: Danish, German, English, French, Italian and Dutch.
Filed and recorded by the Secretariat on 1 January 1976.*

**ORGANISATION DES NATIONS UNIES
(FONDS DES NATIONS UNIES POUR L'ENFANCE)
et
COMMUNAUTÉ ÉCONOMIQUE EUROPÉENNE**

Accord relatif à la fourniture de lait écrémé en poudre à titre d'aide alimentaire (avec annexe). Signé à Bruxelles le 9 décembre 1974

Textes authentiques : danois, allemand, anglais, français, italien et néerlandais.

Classé et inscrit au répertoire par le Secrétariat le 1^{er} janvier 1976.

AGREEMENT¹ BETWEEN THE EUROPEAN ECONOMIC COMMUNITY AND THE UNITED NATIONS CHILDREN'S FUND (UNICEF) ON THE SUPPLY OF SKIMMED MILK POWDER AS FOOD AID

The Council of the European Communities, of the one part, the United Nations Children's Fund (UNICEF), 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: Mr. Emile Cazimajou, Minister Plenipotentiary, Chairman of the Committee of Deputy Permanent Representatives; Mr. Jean Durieux, Director in the Directorate-General for Development and Co-operation of the Commission of the European Communities;

The United Nations Children's Fund (UNICEF): Mr. Gordon Carter, Director of the United Nations Children's Fund (UNICEF) in Europe;

Who have agreed as follows:

Article I. The European Economic Community, hereinafter referred to as "the Community" shall supply by way of gift to the United Nations Children's Fund (UNICEF), hereinafter referred to as the "recipient body", a quantity of 2,250 metric tons of skimmed milk powder.

Article II. The specifications and packaging of the product shall be agreed between the recipient body and the Community.

Article III. The recipient body undertakes to use the product received as aid for the purposes of consumption and to distribute it free of charge to groups of people covered by its assistance programme, each operation to have been previously approved by the Community.

The deliveries shall be made following the provisions to be approved by the Community.

For emergency operations involving not more than 100 metric tons of skimmed milk powder the approval of the Community shall be given in the shortest possible time after receipt of the request.

Article IV. The obligations and responsibilities of the Community and of the recipient body concerning delivery and acceptance, whether CIF or "free at frontier", are set out in the Annex, which forms an integral part of this Agreement.

Article V. The recipient body undertakes to ensure that all arrangements needed for transport of the product from points of delivery to places of distribution shall be made either by the recipient body itself or by the government of the country where distribution is to take place. In any event, in case of loss unless caused by acts of war the recipient body undertakes to ensure replacement of the product so as to restore the contribution of the Community.

¹ Came into force on 9 December 1974 by signature.

Article VI. The recipient body undertakes to inform the Community of how this Agreement is implemented. To this end it shall forward to the Community the following information:

- (1) not more than thirty days after the arrival of each shipment at the place of delivery: the places and dates of delivery, the nature, quantity and quality of the product delivered, and the date on which delivery was fully completed;
- (2) one month after completion of the delivery, then every four months until the quantities received as aid have been fully used: the quantities distributed; number and description of the beneficiaries; the places, timetable and method of distribution.

Article VII. The contracting parties shall at the request of either consult each other on all matters concerning the application of this Agreement.

Article VIII. Should new circumstances arise the contracting parties shall together decide on any amendments to be made to this Agreement.

In such an event, the approval of the Community shall be given in the shortest possible time after receipt of the request when the matter concerns operations involving not more than 100 metric tons of skimmed milk powder.

Article IX. This Agreement is drawn up in two copies in Danish, Dutch, English, French, German and Italian, each of these texts being authentic.

A N N E X

PROVISIONS FOR DELIVERY AND ACCEPTANCE

Article 1. Delivery shall be effected and all risk shall pass from the Community to the recipient body:

- in the case of delivery CIF, once the goods are effectively set down on the quayside or onto lighter as case may be;
- in the case of delivery “free at frontier” of the country of destination, once the goods actually reach the frontier point.

Article 2. The recipient body shall bear all costs subsequent to delivery including the costs of reception of the goods and, where delivery is made “free at frontier”, the costs of discharge.

Article 3. In the case of delivery CIF, any demurrage costs at the port of discharge resulting from delays attributable to the recipient body shall be borne by that body. The rates and the detailed arrangements applying thereto, fixed in the contract between the Community agent referred to in Article 6 and the carrier, must have been agreed in advance by that agent and the receiving agent of the recipient body referred to in Article 6.

In the case of delivery “free at frontier” any costs resulting from delays in taking delivery of the goods which are attributable to the recipient body shall be borne by the latter.

Article 4. The Community shall, as soon as possible, notify the recipient body of the name of the vessel, the date of loading, the quantity and the quality of the goods as recorded at time of loading, the port of discharge, and where delivery is made “free at frontier”, the frontier point and the methods of transportation used for bringing the goods to the frontier point.

Article 5. In the case of delivery CIF, the Community shall inform the recipient body of the estimated date of arrival of the vessel at the port of discharge at least ten clear days before that date. It shall insert in the charter-party a clause requiring the captain to inform the recipient body at least 72 hours in advance of the probable date of arrival of the vessel in port.

In the case of delivery “free at frontier”, the Community shall without delay inform the recipient body of the date of arrival of the goods at the port of discharge and shall in any case make known at least ten clear days in advance the estimated date of arrival at the frontier point.

Article 6. To implement the provisions of this Annex, the Community shall appoint an agent whose name and address it shall make known in good time to the recipient body.

The recipient body shall appoint a receiving agent for each place of delivery, whose name and address it shall make known to the Community before implementation of the Agreement.

Article 7. On delivery of the goods the recipient body or its receiving agent referred to in Article 6 shall hand to the Community’s agent referred to in the same Article a certificate of acceptance for the quantities involved.