

No. 22075

**NEW ZEALAND
and
EUROPEAN ECONOMIC COMMUNITY**

**Exchange of letters constituting an agreement on trade in
mutton, lamb and goatmeat (with related exchange of
letters). Brussels, 17 October 1980**

*Authentic texts: Danish, German, English, French, Italian and Dutch.
Registered by New Zealand on 26 July 1983.*

**NOUVELLE-ZÉLANDE
et
COMMUNAUTÉ ÉCONOMIQUE EUROPÉENNE**

**Échange de lettres constituant un accord sur le commerce
des viandes de mouton, d'agneau et de chèvre (avec
échange de lettres connexe). Bruxelles, 17 octobre 1980**

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

Enregistré par la Nouvelle-Zélande le 26 juillet 1983.

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN NEW ZEALAND AND THE EUROPEAN ECONOMIC COMMUNITY ON TRADE IN MUTTON, LAMB AND GOATMEAT

ÉCHANGE DE LETTRES CONSTITUANT UN ACCORD¹ ENTRE LA NOUVELLE-ZÉLANDE ET LA COMMUNAUTÉ ÉCONOMIQUE EUROPÉENNE SUR LE COMMERCE DES VIANDES DE MOUTON, D'AGNEAU ET DE CHÈVRE

I

[DANISH TEXT — TEXTE DANOIS]

Bruxelles, den 17. oktober 1980

Hr.,

Jeg har den ære hermed at henvise til forhandlingerne mellem vore respektive delegationer med henblik på at udarbejde bestemmelser for indførslen til Fællesskabet af fåre-, lamme- og gedekød fra New Zealand samtidig med gennemførelsen af forordningen om en fælles markedsordning for fåre- og gedekød. Det erkendes, at New Zealands økonomi er stærkt afhængig af fåreavl og eksport af fåre- og lammekød til verdensmarkedet, herunder særlig Fællesskabet, og at det er vigtigt at sikre, at den normale afsætning af new-zealandsk fåre- og lammekød på disse markeder ikke stilles ringere, hvorfor jeg har den ære hermed at foreslå følgende:

Klausul 1. OMHANDLEDE PRODUKTER

Aftalen gælder for:

- fersk eller kølet fåre-, lamme- og gedekød (02.01 A IV a),
- frosset fåre-, lamme- og gedekød (02.01 A IV b).

Klausul 2. ADGANG TIL MARKED OG MÆNGDE

I henhold til denne aftale garanteres New Zealand, at dets fåre- og gedekød kan indføres til Fællesskabet inden for mængder, der er fastsat i aftalen. New Zealand sikres, at den normale afsætning af dets fåre- og lammekød ikke vil blive stillet ringere som følge af aftalens gennemførelse.

¹ Came into force on 20 October 1980, in accordance with the provisions of the said letters.

¹ Entré en vigueur le 20 octobre 1980, conformément aux dispositions desdites lettres.

[Brussels, 17 October 1980]

Sir,

I have the honour to refer to negotiations held between our respective delegations for the purpose of drawing up the provisions relating to the import of mutton and lamb and goatmeat into the Community from New Zealand, together with the implementation of the regulation for a common organization of the market in mutton and lamb and goatmeat. Recognizing the vital dependence of the New Zealand economy on the sheep industry and on the export of mutton and lamb to world markets, particularly to the Community, and the importance of ensuring that the normal marketing of its mutton and lamb on these markets should not be prejudiced, I have the honour to propose an Agreement on the following terms:

Clause 1. PRODUCTS INCLUDED

The Agreement shall relate to:

- Fresh or chilled mutton and lamb and goatmeat (02.01 A IV a),
- Frozen mutton and lamb and goatmeat (02.01 A IV b).

Clause 2. ACCESS AND QUANTITY

Under this Agreement New Zealand is guaranteed for its mutton and lamb and goatmeat access possibilities to the Community up to the quantity provided by the Agreement. New Zealand is assured that the normal marketing of its mutton and lamb shall not be prejudiced by the operation of the regulation.

In order to ensure the proper functioning of the Agreement, New Zealand undertakes to implement the appropriate procedures to ensure that the annual quantity actually exported does not exceed the quantity fixed. This quantity is fixed at 234,000 metric tonnes expressed in carcass weight.*

Chilled Products

The quantities fixed above shall be exported in accordance with the traditional pattern of presentations (frozen or chilled). The Community confirms that it is not a purpose of this Agreement to prevent New Zealand from taking advantage of new technological developments or from maintaining its competitive position in the market place within the Community. Should changes in technology and trade make it possible to modify the presentational structure of trade, the two parties to this Agreement shall consult each other prior to any such modification in the Committee mentioned in Clause 10 in order to find an adequate solution.

Clause 3. SAFEGUARD CLAUSE

Should the Community have recourse to the safeguard clause, it undertakes to protect the interests of New Zealand as they result from this Agreement.

Clause 4. EXCEEDING LIMIT

If imports from New Zealand exceed the quantities agreed, the Community reserves the right to suspend imports from that country.

Clause 5. TARIFF

The Community undertakes to limit the levy applicable to imports of products covered by the present Agreement to a maximum amount of 10% *ad valorem*.

* Carcass weight (bone-in equivalent weight). By this term is understood the weight of bone-in meat presented as such as well as boned meat converted by a coefficient into bone-in weight. For this purpose 55 kg of boned mutton corresponds to 100 kg of bone-in mutton and 60 kg of boned lamb corresponds to 100 kg of bone-in lamb.

Clause 6. ACCESSION OF NEW MEMBERS

At the time of accession of new Member States, the Community, in consultation with New Zealand, shall alter the quantities set out in Clause 2, in accordance with New Zealand's trade with each new Member State. The charges applicable to imports for the said new Member States shall be fixed in accordance with the rules in the Treaty of Accession, the maximum level of the levy specified in Clause 5 of this Agreement being taken into account.

The total quantity as mentioned in Clause 2 above is fixed at 245,500 metric tonnes in carcass weight as from the date of accession of Greece to the Community.

Clause 7. DISPOSAL OF INTERVENTION STOCKS

The Community shall endeavour to avoid any market development which could prejudice the normal marketing of New Zealand mutton and lamb on the Community market within the limits of the quantities agreed. In particular, the Community shall take steps to ensure that the disposal of intervention stocks in frozen form arising from the operation of the regulation does not undermine this objective. Moreover the two parties shall undertake all possible efforts in order to encourage sheepmeat consumption in the Community without affecting the stability of the market.

Clause 8. EXPORT RESTITUTIONS

In taking account of the objectives and provisions of this Agreement the Community agrees that any actual implementation of refunds or any other form of assistance with respect to exports of mutton, lamb and live sheep and lamb intended for slaughter shall apply only at prices and conditions which comply with existing international obligations and in respect of the traditional shares of the Community of world export trade in these products. These words shall be interpreted in a manner consistent with Article XVI of the GATT¹ and in particular in conformity with Article 10 (2) (c) of the Agreement on Interpretation and Application of Articles VI, XVI and XXIII of the General Agreement on Tariffs and Trade.²

Clause 9. EXPORT AND IMPORT CERTIFICATES

New Zealand shall ensure that the annual quantities referred to in Clause 2 do not exceed the limits specified therein by ensuring, in particular, that export certificates are not issued for any amount beyond such limits.

For its part, the Community shall undertake to adopt all necessary provisions to make the issue of the import licence for the products referred to above, originating in New Zealand, subject to the production of an export certificate, issued by the competent authority designated by the New Zealand Government.

Detailed rules for applying this system shall be laid down in such a way as to render unnecessary the lodging of a security for the issue of the import licence in respect of the products in question.

Also, such detailed rules of application shall provide that the competent New Zealand authority shall communicate periodically to the competent authority of the Community the quantities in respect of which export certificates are issued, broken down, where appropriate, according to destination.

Clause 10. CONSULTATIVE COMMITTEE

A Consultative Committee shall be set up composed of representatives from the Community and from New Zealand. The Committee shall ensure that the Agreement is being properly applied and is functioning smoothly.

¹ United Nations, *Treaty Series*, vol. 55, p. 187.

² *Ibid.*, vol. 1186, p. 204.

It shall examine regularly the trend of the two parties' markets in mutton and lamb and goatmeat and the trend of the international market, as well as marketing conditions on those markets including those relevant to the objective set out in Clause 7 of this Agreement.

It shall ensure that the proper application of the Agreement is not affected by the export of mutton and lamb and goatmeat-based products to the Community under customs headings not referred to by the Agreement.

The Committee shall discuss any matter relating to the application of this Agreement that may be put before it by either party and shall recommend appropriate solutions to the competent authorities.

Clause 11. GATT OBLIGATIONS

The provisions of the Agreement shall be agreed without prejudice to the parties' rights and obligations under GATT.

Clause 12. V. R. PERIOD

The annual quantity fixed in Clause 2 refers to the period running from 1 January to 31 December. The quantity applicable in the period between the entry into force of this Agreement and the 1st of January of the following year shall be fixed on a pro rata basis in relation to the total annual quantity.

Clause 13

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Economic Community¹ is applied and under the conditions laid down in that Treaty and, on the other hand, to the Metropolitan territory of New Zealand.

Clause 14. COMMENCEMENT AND REVIEW

The Agreement shall enter into force on 20 October 1980. It shall remain in force until 31 March 1984, and shall continue in force thereafter subject to each party having the right to denounce it by giving one year's notice in writing. In any case the provisions of this Agreement shall be examined by the two parties before 1 April 1984 with a view to making any adjustment which they agree is necessary.

I have the honour to propose that if the foregoing is acceptable to your Government, this letter and your confirmatory reply shall together constitute and evidence an Agreement between the European Economic Community and New Zealand on the matter.

¹ United Nations, *Treaty Series*, vol. 298, p. 3.

II

[TRADUCTION¹ — TRANSLATION²]

Brussels, 17 October 1980

Bruxelles, le 17 octobre 1980

Sir,

Monsieur,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

J'ai l'honneur d'accuser réception de votre lettre de ce jour, libellée comme suit :

[*See letter I*][*Voir lettre I*]

I have the honour to confirm the foregoing is acceptable to my Government and that your letter together with this reply shall constitute an agreement in accordance with your proposal.

J'ai l'honneur de confirmer que ce qui précède est acceptable pour mon gouvernement et que votre lettre ainsi que la présente réponse constituent un accord conformément à votre proposition.

Please accept, Sir, the assurance of my highest consideration.

Veuillez agréer, Monsieur, l'assurance de ma très haute considération.

For the Government
of New Zealand:

Pour le gouvernement
de la Nouvelle-Zélande :

[*Signed — Signé*]¹

[BRIAN TALBOYS]

¹ Signed by Brian Talboys — Signé par Brian Talboys.

¹ Traduction fournie par le Gouvernement néo-zélandais.

² Translation supplied by the Government of New Zealand.

RELATED EXCHANGE OF LETTERS —
ÉCHANGE DE LETTRES CONNEXE

I a

[TRADUCTION¹ — TRANSLATION²]

Brussels, 17 October 1980

Bruxelles, le 17 octobre 1980

Sir,

Taking account of the new circumstances within the markets of the European Community as a consequence of the adoption of the European Community sheepmeat regime, New Zealand affirms its intention that the marketing of New Zealand products within the European Community will be conducted on an orderly basis. In particular for a period from the implementation of the Agreement until 31 March 1984, New Zealand will ensure that exports to particular market areas determined as sensitive will be subject to administrative restraints avoiding any change in the trends of traditional trade flows to these markets and thus providing a sound basis for market development in the future. The Consultative Committee will consider the necessary arrangements to this effect. Both parties confirm that after 31 March 1984, no restrictions other than those stipulated in the Exchange of Letters establishing the Agreement will be applied to New Zealand exports of sheepmeat to the European Economic Community.

I should be obliged if you would kindly acknowledge receipt of this letter.

Monsieur,

Compte tenu des conditions nouvelles sur les marchés de la Communauté résultant de l'adoption du régime communautaire applicable à la viande ovine, la Nouvelle-Zélande affirme son intention de veiller à ce que la commercialisation des produits néo-zélandais dans la Communauté européenne soit effectuée sur une base ordonnée. En particulier, à partir de la mise en application de l'accord et jusqu'au 31 mars 1984, la Nouvelle-Zélande veillera à ce que les exportations à destination de zones de marché particulières, définies comme sensibles, soient assujetties à des restrictions administratives, de façon à prévenir tous changements dans les tendances des courants commerciaux traditionnels vers ces marchés et à assurer ainsi une base saine pour le développement du marché à l'avenir. Le Comité consultatif examinera les arrangements nécessaires à cet effet. Les deux parties confirment qu'après le 31 mars 1984 aucune restriction autre que celles qui sont stipulées dans l'échange de lettres établissant l'accord ne sera appliquée aux exportations de viande ovine de la Nouvelle-Zélande à destination de la Communauté économique européenne.

Je vous serais obligé de bien vouloir accuser réception de la présente lettre.

¹ Traduction fournie par le Gouvernement néo-zélandais.

² Translation supplied by the Government of New Zealand.

Please accept, Sir, the assurance of
my highest consideration.

For the Government
of New Zealand:
[*Signed — Signé*]¹

Veillez agréer, Monsieur, l'assu-
rance de ma très haute considération.

Pour le Gouvernement
de la Nouvelle-Zélande :
[BRIAN TALBOYS]

¹ Signed by Brian Talboys — Signé par Brian Talboys.