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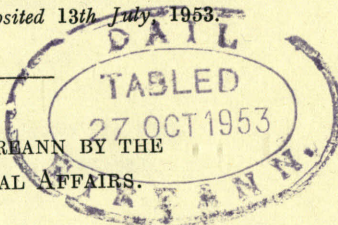
AGREEMENT  
REVISING AND RENEWING  
THE  
INTERNATIONAL  
WHEAT AGREEMENT

of 23rd March, 1949

Washington, 13th April, 1953

Irish Instrument of Acceptance deposited 13th July, 1953.

PRESENTED TO DÁIL ÉIREANN BY THE  
MINISTER FOR EXTERNAL AFFAIRS.



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AGREEMENT  
REVISING AND RENEWING  
THE  
INTERNATIONAL WHEAT AGREEMENT

of 23rd March, 1949.

Washington, 13th April, 1953.

The Governments signatory to this Agreement,

Considering that the International Wheat Agreement\* which was opened for signature at Washington on March 23, 1949 was entered into in order to overcome the serious hardship caused to producers and consumers by burdensome surpluses and critical shortages of wheat, and

Considering that it is desirable that the International Wheat Agreement\* be renewed, with certain modifications, for a further period, and

Having decided to conclude for that purpose this Agreement revising and renewing the International Wheat Agreement,\*

Have agreed as follows :

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PART I—GENERAL

ARTICLE I

*Objectives*

The objectives of this Agreement are to assure supplies of wheat to importing countries and markets for wheat to exporting countries at equitable and stable prices.

ARTICLE II

*Definitions*

1. For the purposes of this Agreement :

“ Advisory Committee on Price Equivalents ” means the Committee established under Article XV.

“ Bushel ” means sixty pounds avoirdupois.

“ Carrying charges ” means the costs incurred for storage, interest and insurance in holding wheat.

“ C. & f. ” means cost and freight.

“ Council ” means the International Wheat Council established by Article XIII.

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\*Treaty Series, 1949, No. 7.

“ Crop-year ” means the period from August 1 to July 31, except that in Article VII it means in respect of Australia the period from December 1 to November 30 and in respect of the United States of America the period from July 1 to June 30.

“ Executive Committee ” means the Committee established under Article XIV.

“ Exporting country ” means, as the context requires, either (i) the Government of a country listed in Annex B to Article III which has accepted or acceded to this Agreement and has not withdrawn therefrom, or (ii) that country itself and the territories in respect of which the rights and obligations of its Government under this Agreement apply.

“ F.a.q. ” means fair average quality.

“ F.o.b. ” means free on board ocean vessel.

“ Guaranteed quantity ” means in relation to an importing country its guaranteed purchases for a crop-year and in relation to an exporting country its guaranteed sales for a crop-year.

“ Importing country ” means, as the context requires, either (i) the Government of a country listed in Annex A to Article III which has accepted or acceded to this Agreement and has not withdrawn therefrom, or (ii) that country itself and the territories in respect of which the rights and obligations of its Government under this Agreement apply.

“ Marketing costs ” means all usual charges incurred in procurement, marketing, chartering, and forwarding.

“ Metric ton ” means 36.74371 bushels.

“ Old crop wheat ” means wheat harvested more than two months prior to the beginning of the current crop-year of the exporting country concerned.

“ Territory ” in relation to an exporting or importing country includes any territory in respect of which the rights and obligations under this Agreement of the Government of that country apply under Article XXIII.

“ Transaction ” means a sale for import into an importing country of wheat exported or to be exported from an exporting country, or the quantity of such wheat so sold, as the context requires. Where reference is made in this Agreement to a transaction between an exporting country and an importing country, it shall be understood to refer not only to transactions between the Government of an exporting country and the Government of an importing country but also to transactions between private traders and to transactions between a private trader and the Government of an exporting or importing country. In this definition “ Government ” shall be deemed to include the Government of any territory in respect of which the rights and obligations of any Government accepting or acceding to this Agreement apply under Article XXIII.

“ Unfulfilled guaranteed quantity ” means, in the case of an exporting country, the difference between the quantities entered in the Council’s records in accordance with Article IV in respect of that country for a crop-year and its guaranteed sales for that crop-year and, in the case of an importing country, the difference between the quantities entered in the Council’s records in accordance with Article IV in respect of that country for a crop-year and that portion of its guaranteed purchases for that crop-year which it is, at the relevant time, entitled to purchase having regard to paragraph 9 of Article III.

“ Wheat ” includes wheat grain and, except in Article VI, wheat-flour.

2. Seventy-two units by weight of wheat-flour shall be deemed to be equivalent to one hundred units by weight of wheat grain in all calculations relating to guaranteed purchases or guaranteed sales, unless the Council decides otherwise.

## PART 2—RIGHTS AND OBLIGATIONS

### ARTICLE III

#### *Guaranteed Purchases and Guaranteed Sales*

1. The quantities of wheat set out in Annex A to this Article for each importing country represent, subject to any increase or reduction made in accordance with the provisions of Part 3 of this Agreement, the guaranteed purchases of that country for each of the three crop-years covered by this Agreement.

2. The quantities of wheat set out in Annex B to this Article for each exporting country represent, subject to any increase or reduction made in accordance with the provisions of Part 3 of this Agreement, the guaranteed sales of that country for each of the three crop-years covered by this Agreement.

3. The guaranteed purchases of an importing country represent the maximum quantity of wheat which, subject to deduction of the amount of the transactions entered in the Council’s records in accordance with Article IV against those guaranteed purchases,

(a) that importing country may be required by the Council, as provided in Article V, to purchase from the exporting

countries at prices consistent with the minimum prices specified in or determined under Article VI, or

(b) the exporting countries may be required by the Council, as provided in Article V, to sell to that importing country at prices consistent with the maximum prices specified in or determined under Article VI.

4. The guaranteed sales of an exporting country represent the maximum quantity of wheat which, subject to deduction of the amount of the transactions entered in the Council's records in accordance with Article IV against those guaranteed sales,

(a) that exporting country may be required by the Council, as provided in Article V, to sell to the importing countries at prices consistent with the maximum prices specified in or determined under Article VI, or

(b) the importing countries may be required by the Council, as provided in Article V, to purchase from that exporting country at prices consistent with the minimum prices specified in or determined under Article VI.

5. If an importing country finds difficulty in exercising its right to purchase its unfulfilled guaranteed quantity at prices consistent with the maximum prices specified in or determined under Article VI or an exporting country finds difficulty in exercising its right to sell its unfulfilled guaranteed quantity at prices consistent with the minimum prices so specified or determined, it may have resort to the procedure in Article V.

6. Exporting countries are under no obligation to sell any wheat under this Agreement unless required to do so as provided in Article V at prices consistent with the maximum prices specified in or determined under Article VI. Importing countries are under no obligation to purchase any wheat under this Agreement unless required to do so as provided in Article V at prices consistent with the minimum prices specified in or determined under Article VI.

7. The quantity, if any, of wheat-flour to be supplied by the exporting country and accepted by the importing country against their respective guaranteed quantities shall, subject to the provisions of Article V, be determined by agreement between the buyer and seller in each transaction.

8. Exporting and importing countries shall be free to fulfil their guaranteed quantities through private trade channels or otherwise. Nothing in this Agreement shall be construed to exempt any private trader from any laws or regulations to which he is otherwise subject.

9. No importing country shall, without the permission of the Council, purchase under this Agreement more than ninety per cent of its guaranteed quantity for any crop-year before February 28 of that crop-year.



ANNEX A TO ARTICLE III

Guaranteed Purchases

(Thousands of metric tons)

<i>Crop-year August 1 to July 31</i>	1953/54	1954/55	1955/56	<i>Equivalent in bushels for each crop-year</i>
Austria .. ..	250	250	250	9,185,927
Belgium .. ..	615	615	615	22,597,382
Bolivia .. ..	95	95	95	3,490,652
Brazil .. ..	360	360	360	13,227,736
Ceylon .. ..	255	255	255	9,369,646
Costa Rica .. ..	35	35	35	1,286,030
Cuba .. ..	202	202	202	7,422,229
Denmark .. ..	50	50	50	1,837,185
Dominican Republic	26	26	26	955,336
Ecuador .. ..	35	35	35	1,286,030
Egypt .. ..	400	400	400	14,697,484
El Salvador .. ..	20	20	20	734,874
Federal Republic of Germany .. ..	1,500	1,500	1,500	55,115,565
Greece .. ..	350	350	350	12,860,299
Guatemala .. ..	25	25	25	918,593
Haiti .. ..	45	45	45	1,653,467
Honduras .. ..	15	15	15	551,156
Iceland .. ..	11	11	11	404,181
India .. ..	1,500	1,500	1,500	55,115,565
Indonesia .. ..	142	142	142	5,217,607
Ireland .. ..	275	275	275	10,104,520
Israel .. ..	215	215	215	7,899,898
Italy .. ..	850	850	850	31,232,154
Japan .. ..	1,000	1,000	1,000	36,743,710
Lebanon .. ..	75	75	75	2,755,778
Liberia .. ..	2	2	2	73,487
Mexico .. ..	415	415	415	15,248,640
Netherlands .. ..	675	675	675	24,802,004
New Zealand .. ..	160	160	160	5,878,994
Nicaragua .. ..	10	10	10	367,437
Norway .. ..	230	230	230	8,451,053
Panama .. ..	20	20	20	734,874
Peru .. ..	185	185	185	6,797,586
Philippines .. ..	236	236	236	8,671,515
Portugal .. ..	175	175	175	6,430,149
Saudi Arabia .. ..	60	60	60	2,204,623
Spain .. ..	145	145	145	5,327,838
Sweden .. ..	25	25	25	918,593
Switzerland .. ..	215	215	215	7,899,898
Union of South Africa	320	320	320	11,757,987
United Kingdom .. ..	4,819	4,819	4,819	177,067,939
Venezuela .. ..	170	170	170	6,246,431
<b>TOTAL (42 Countries)</b>	<b>16,208</b>	<b>16,208</b>	<b>16,208</b>	<b>595,542,052</b>

## ANNEX B TO ARTICLE III

### *Guaranteed Sales*

(Thousands of metric tons)

<i>Crop-year August 1 to July 31</i>	1953/54	1954/55	1955/56	<i>Equivalent in bushels for each crop-year</i>
Australia* .. ..	2,041	2,041	2,041	75,000,000
Canada .. ..	6,804	6,804	6,804	250,000,000
France .. ..	10	10	10	367,437
United States of America.	7,353	7,353	7,353	270,174,615
TOTAL .. ..	16,208	16,208	16,208	595,542,052

\* In the event of the provisions of Article X being invoked by Australia by reason of a short crop, it will be recognized that certain markets, by virtue of their geographical position, are traditionally dependent upon Australia for the supply of their requirements of wheat grain and wheat-flour. The necessity of meeting these requirements will be one of the factors to be taken into account by the Council in determining the ability of Australia to deliver its guaranteed sales under this Agreement in any crop-year.

### ARTICLE IV

#### *Recording of Transactions Against Guaranteed Quantities*

1. The Council shall keep records for each crop-year of those transactions and parts of transactions in wheat which are part of the guaranteed quantities in Annexes A and B to Article III.

2. A transaction or part of a transaction in wheat grain between an exporting country and an importing country shall be entered in the Council's records against the guaranteed quantities of those countries for a crop-year :

(a) provided that (i) it is at a price not higher than the maximum nor lower than the minimum specified in or determined under Article VI for that crop-year, and (ii) the exporting country and the importing country have not agreed that it shall not be entered against their guaranteed quantities; and

(b) to the extent that (i) both the exporting and the importing country concerned have unfulfilled guaranteed quantities for that crop-year, and (ii) the loading period specified in the transaction falls within that crop-year.

3. A transaction or part of a transaction for the purchase and sale of wheat shall be eligible for entry in the Council's records against the guaranteed quantities of the exporting and importing countries concerned on the conditions specified in this Article, notwithstanding that the transaction has been entered into before the deposit of its instrument of acceptance of this Agreement by either or both of those countries.

4. If a commercial contract or governmental agreement on the sale and purchase of wheat-flour contains a statement, or if the exporting country and the importing country concerned inform the Council that they are agreed, that the price of such wheat-flour is consistent with the prices specified in or determined under Article VI, the wheat grain equivalent of such wheat-flour shall, subject to the conditions prescribed in (a) (ii) and (b) of paragraph 2 of this Article, be entered in the Council's records against the guaranteed quantities of those countries. If the commercial contract or governmental agreement does not contain a statement of the nature referred to above and the exporting country and the importing country concerned do not agree that the price of the wheat-flour is consistent with the prices specified in or determined under Article VI, either of those countries may, unless they have agreed that the wheat grain equivalent of that wheat-flour shall not be entered in the Council's records against their guaranteed quantities, request the Council to decide the issue. Should the Council, on consideration of such a request, decide that the price of such wheat-flour is consistent with the prices specified in or determined under Article VI, the wheat grain equivalent of the wheat-flour shall be entered against the guaranteed quantities of the exporting and importing countries concerned, subject to the conditions prescribed in (b) of paragraph 2 of this Article. Should the Council, on consideration of such a request, decide that the price of such wheat-flour is inconsistent with the prices specified in or determined under Article VI, the wheat grain equivalent of the wheat-flour shall not be so entered.

5. Provided that the conditions prescribed in paragraphs 2 or 4 of this Article, other than that in (b) (ii) of paragraph 2, are satisfied, the Council may authorize transactions to be recorded against guaranteed quantities for a crop-year if (a) the loading period specified in the transaction is within a reasonable time up to one month, to be decided by the Council, before the beginning or after the end of that crop-year, and (b) the exporting and importing country concerned so agree.

6. The Council shall prescribe rules of procedure, in accordance with the following provisions, for the reporting and recording of transactions which are part of the guaranteed quantities :

(a) Any transaction or part of a transaction, between an exporting country and an importing country, qualifying

under paragraph 2, 3, or 4 of this Article to form part of the guaranteed quantities of those countries shall be reported to the Council within such period and in such detail and by one or both of those countries as the Council shall lay down in its rules of procedure.

(b) Any transaction or part of a transaction reported in accordance with the provisions of subparagraph (a) shall be entered in the Council's records against the guaranteed quantities of the exporting country and the importing country between which the transaction is made.

(c) The order in which transactions and parts of transactions shall be entered in the Council's records against the guaranteed quantities shall be prescribed by the Council in its rules of procedure.

(d) The Council shall, within a time to be prescribed in its rules of procedure, notify each exporting country and each importing country of the entry of any transaction or part of a transaction in the Council's records against their guaranteed quantities.

(e) If, within a period which the Council shall prescribe in its rules of procedure, the importing country or the exporting country concerned objects in any respect to the entry of a transaction or part of a transaction in the Council's records against its guaranteed quantity the Council shall review the matter and, if it decides that the objection is well founded, shall amend its records accordingly.

(f) If any exporting or importing country considers it probable that the full amount of wheat already entered in the Council's records against its guaranteed quantity for the current crop-year will not be loaded within that crop-year, that country may request the Council to make appropriate reductions in the amounts entered in its records. The Council shall consider the matter and, if it decides that the request is justified, shall amend its records accordingly.

(g) Any wheat purchased by an importing country from an exporting country and resold to another importing country may, by agreement of the importing countries concerned, be entered against the unfulfilled guaranteed purchases of the importing country to which the wheat is finally resold, provided that a corresponding reduction is made in the amount entered against the guaranteed purchases of the first importing country.

(h) The Council shall send to all exporting and importing countries, weekly or at such other interval as the Council may prescribe in its rules of procedure, a statement of the amounts entered in its records against guaranteed quantities.

(i) The Council shall notify all exporting and importing countries immediately when the guaranteed quantity of any exporting or importing country for any crop-year has been fulfilled.

7. Each exporting country and each importing country may be permitted, in the fulfilment of its guaranteed quantity, a degree of tolerance to be prescribed by the Council for that country on the basis of its guaranteed quantity and other relevant factors.

## ARTICLE V

### *Enforcement of Rights*

1. (a) Any importing country which finds difficulty in purchasing its unfulfilled guaranteed quantity for any crop-year at prices consistent with the maximum prices specified in or determined under Article VI may request the Council's help in making the desired purchases.

(b) Within three days of the receipt of a request under subparagraph (a) the Secretary of the Council shall notify those exporting countries which have unfulfilled guaranteed quantities for the relevant crop-year of the amount of the unfulfilled guaranteed quantity of the importing country which has requested the Council's help and invite them to offer to sell wheat at prices consistent with the maximum prices specified in or determined under Article VI.

(c) If within fourteen days of the notification by the Secretary of the Council under subparagraph (b) the whole of the unfulfilled guaranteed quantity of the importing country concerned, or such part thereof as in the opinion of the Council is reasonable at the time the request is made, has not been offered for sale, the Council shall as soon as possible decide :

(i) the quantities  
and also, if requested,

(ii) the quality and grade of wheat grain and/or wheat-flour which each or any of the exporting countries is required to offer to sell to that importing country for loading during the relevant crop-year or within such time thereafter, not exceeding one month, as the Council may decide.

The Council shall decide on (i) and (ii) above after receiving an assurance, if requested, that the wheat grain or wheat-flour is to be used for consumption in the importing country or for normal or traditional trade; and in reaching its decision the Council shall also take into account any circumstances which the exporting and the importing countries may submit, including in relation to the proportion of wheat-flour:

(iii) the industrial programs of any country

and

(iv) the normal traditional volume and ratio of imports of wheat-flour and wheat grain and the quality and and grade of wheat-flour and wheat grain imported by the importing countries concerned.

(d) Each exporting country required by the Council's decision under subparagraph (c) to offer quantities of wheat grain and/or wheat-flour for sale to the importing country shall, within thirty days from the date of that decision, offer to sell those quantities to such importing country for loading during the period provided under subparagraph (c) at prices consistent with the maximum prices specified in or determined under Article VI and, unless those countries agree otherwise, on the same conditions regarding the currency in which payment is to be made as prevail generally between them at that time. If no trade relations have hitherto existed between the exporting country and the importing country concerned and if those countries fail to agree on the currency in which payment is to be made, the Council shall decide the issue.

(e) In case of disagreement between an exporting country and an importing country on the quantity of wheat-flour to be included in a particular transaction being negotiated in compliance with the Council's decision under subparagraph (c), or on the relation of the price of such wheat-flour to the maximum prices of wheat grain specified in or determined under Article VI, or on the conditions on which the wheat grain and/or wheat-flour shall be bought and sold, the matter shall be referred to the Council for decision.

2. (a) Any exporting country which finds difficulty in selling its unfulfilled guaranteed quantity for any crop-year at prices consistent with the minimum prices specified in or determined under Article VI may request the Council's help in making the desired sales.

(b) Within three days of the receipt of a request under subparagraph (a) the Secretary of the Council shall notify those importing countries which have unfulfilled guaranteed quantities for the relevant crop-year of the amount of the unfulfilled guaranteed quantity of the exporting country which has requested the Council's help and invite them to offer to purchase wheat at prices consistent with the minimum prices specified in or determined under Article VI.

(c) If within fourteen days of the notification by the Secretary of the Council under subparagraph (b) the whole of the unfulfilled guaranteed quantity of the exporting country concerned, or such part thereof as in the opinion of the Council is reasonable at the time the request is made, has not been purchased, the Council shall, as soon as possible, decide :

(i) the quantities

and also, if requested,

(ii) the quality and grade

of wheat grain and/or wheat-flour which each or any of the importing countries is required to offer to purchase from that exporting country for loading during the relevant crop-year or within such time thereafter, not exceeding one month, as the Council may decide.

In reaching its decision on (i) and (ii) above, the Council shall take into account any circumstances which the exporting and the importing countries may submit, including in relation to the proportion of wheat-flour :

(iii) the industrial programs of any country

and

(iv) the normal traditional volume and ratio of imports of wheat-flour and wheat grain and the quality and grade of wheat-flour and wheat grain imported by the importing countries concerned.

(d) Each importing country required by the Council's decision under subparagraph (c) to offer to purchase quantities of wheat grain and/or wheat-flour from the exporting country shall, within thirty days from the date

of that decision, offer to purchase those quantities from such exporting country for loading during the period provided under subparagraph (c) at prices consistent with the minimum prices specified in or determined under Article VI and, unless those countries agree otherwise, on the same conditions regarding the currency in which payment is to be made as prevail generally between them at that time. If no trade relations have hitherto existed between the exporting country and the importing country concerned and if those countries fail to agree on the currency in which payment is to be made, the Council shall decide the issue.

(e) In case of disagreement between an exporting country and an importing country on the quantity of wheat-flour to be included in a particular transaction being negotiated in compliance with the Council's decision under subparagraph (c), or on the relation of the price of such wheat-flour to the minimum prices of wheat grain specified in or determined under Article VI, or on the conditions on which the wheat grain and/or wheat-flour shall be bought and sold, the matter shall be referred to the Council for decision.

3. For the purposes of this Article Port Churchill shall not be a port of shipment.

## ARTICLE VI

### *Prices*

1. (a) The basic minimum and maximum prices for the duration of this Agreement shall be :

Minimum ... \$1.55

Maximum ... \$2.05

Canadian currency per bushel at the parity for the Canadian dollar, determined for the purposes of the International Monetary Fund as at March 1, 1949, for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur. The basic minimum and maximum prices, and the equivalents thereof hereafter referred to, shall exclude such carrying charges and marketing costs as may be agreed between the buyer and the seller.



(b) Carrying charges as agreed between the buyer and seller may accrue for the buyer's account only after an agreed date specified in the contract under which the wheat is sold.

2. The equivalent maximum prices for bulk wheat for :

(a) No. 1 Manitoba Northern wheat in store Vancouver shall be the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph 1 of this Article;

(b) No. 1 Manitoba Northern wheat f.o.b. Port Churchill, Manitoba, shall be the price equivalent to the c. & f. price in the country of destination of the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph 1 of this Article, computed by using currently prevailing transportation costs and exchange rates.

(c) f.a.q. wheat in store Australian ocean ports shall be the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph 1 of this Article, converted into Australian currency at the prevailing rate of exchange;

(d) sample wheat of France (minimum natural weight seventy-six kilograms per hectolitre; minimum protein content ten per cent; maximum dockage and moisture content two per cent and fifteen per cent respectively) in store French ports shall be the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph 1 of this Article, converted into the currency of France at the prevailing rate of exchange;

(e) No. 1 Hard Winter wheat f.o.b. Gulf/Atlantic ports of the United States of America shall be the price equivalent to the c. & f. price in the country of destination of the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph 1 of this Article, computed by using currently prevailing transportation costs and exchange rates and by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned; and

- (f) No. 1 Soft White wheat or No. 1 Hard Winter wheat in store Pacific ports of the United States of America shall be the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph 1 of this Article, computed by using the prevailing rate of exchange and by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned.

3. The equivalent minimum price for bulk wheat for :

- (a) No. 1 Manitoba Northern wheat f.o.b. Vancouver,  
(b) No. 1 Manitoba Northern wheat f.o.b. Port Churchill, Manitoba,  
(c) f.a.q. wheat f.o.b. Australia,  
(d) sample wheat of France (minimum natural weight seventy-six kilograms per hectolitre; minimum protein content ten per cent; maximum dockage and moisture content two per cent and fifteen per cent respectively) f.o.b. French ports,  
(e) No. 1 Hard Winter wheat f.o.b. Gulf/Atlantic ports of the United States of America, and  
(f) No. 1 Soft White wheat or No. 1 Hard Winter wheat f.o.b. Pacific ports of the United States of America, shall be respectively :

the f.o.b. prices Vancouver, Port Churchill, Australia, France, United States of America Gulf/Atlantic ports and the United States of America Pacific ports equivalent to the c. & f. prices in the United Kingdom of Great Britain and Northern Ireland of the minimum prices for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph 1 of this Article, computed by using currently prevailing transportation costs and exchange rates and, in those importing countries where a quality differential is recognised, by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned.

4. The Executive Committee may, in consultation with the Advisory Committee on Price Equivalents, determine the minimum and maximum price equivalents for wheat at points other than those specified above and may also designate any description of wheat other than those specified in paragraphs 2 and 3 above and determine the minimum and maximum price equivalents thereof; provided that, in the case of any other description of wheat the price equivalent of which has not yet been determined, the minimum and maximum prices for the time being shall be derived from the minimum and maximum prices of the description of wheat specified in this Article, or subsequently designated by the Executive Committee in consultation with the Advisory Committee on Price Equivalents, which is most closely comparable to such other description, by the addition of an appropriate premium or by the deduction of an appropriate discount.

5. If any exporting or importing country represents to the Executive Committee that any price equivalent established under paragraph 2, 3, or 4 of this Article is, in the light of current transportation or exchange rates or market premiums or discounts, no longer fair, the Executive Committee shall consider the matter and may, in consultation with the Advisory Committee on Price Equivalents, make such adjustment as it considers desirable.

6. If a dispute arises as to what premium or discount is appropriate for the purposes of paragraphs 4 and 5 of this Article in respect of any description of wheat specified in paragraph 2 or 3 or designated under paragraph 4 of this Article, the Executive Committee in consultation with the Advisory Committee on Price Equivalents, shall on the request of the exporting or importing country concerned decide the issue.

7. All decisions of the Executive Committee under paragraphs 4, 5, and 6 of this Article shall be binding on all exporting and importing countries, provided that any of those countries which considers that any such decision is disadvantageous to it may ask the Council to review that decision.

8. In order to encourage and expedite the conclusion of transactions in wheat between them at prices mutually acceptable in the light of all circumstances, the exporting and importing countries, while reserving to themselves complete liberty of action in the determination and administration of their internal agricultural and price policies, shall endeavour not to operate those policies in such a way as to impede the free movement of prices between the maximum price and the minimum price in respect of

transactions in wheat into which the exporting and importing countries are prepared to enter. Should any exporting or importing country consider that it is suffering hardship as the result of such policies, it may draw the attention of the Council to the matter and the Council shall inquire into and make a report on the complaint.

## ARTICLE VII

### *Stocks*

1. In order to assure supplies of wheat to importing countries, each exporting country shall endeavour to maintain stocks of old crop wheat at the end of its crop-year at a level adequate to ensure that it will fulfill its guaranteed sales under this Agreement in each subsequent crop-year.

2. In the event of a short crop being harvested by an exporting country, particular consideration shall be given by the Council to the efforts made by that exporting country to maintain adequate stocks as required by paragraph 1 of this Article before that country is relieved of any of its obligations under Article X.

3. In order to avoid disproportionate purchases of wheat at the beginning and end of a crop-year, which might prejudice the stabilization of prices under this Agreement and render difficult the fulfilment of the obligations of all exporting and importing countries, importing countries shall endeavour to maintain adequate stocks at all times.

4. In the event of an appeal by an importing country under Article XII, particular consideration shall be given by the Council to the efforts made by that importing country to maintain adequate stocks as required by paragraph 3 of this Article before it decides in favor of such an appeal.

## ARTICLE VIII

### *Information to be Supplied to the Council.*

The exporting and importing countries shall report to the Council, within the time prescribed by it, such information as the Council may request in connection with the administration of this Agreement.

PART 3—ADJUSTMENT OF GUARANTEED  
QUANTITIES

ARTICLE IX

*Adjustments in Case of Nonparticipation or Withdrawal  
of Countries.*

1. In the event of any difference occurring between the total of the guaranteed purchases in Annex A to Article III and the total of the guaranteed sales in Annex B to Article III as a result of any country listed in Annex A or Annex B (a) not signing or (b) not depositing an instrument of acceptance of or (c) withdrawing under paragraph 5, 6, or 7 of Article XXII from or (d) being expelled under Article XIX from or (e) being found by the Council under Article XIX to be in default of the whole or part of its guaranteed quantity under this Agreement, the Council shall, without prejudice to the right of any country to withdraw from this Agreement under paragraph 6 of Article XXII, adjust the remaining guaranteed quantities so as to make the total in the one Annex equal to the total in the other Annex.

2. The adjustment under this Article shall, unless the Council decides otherwise by two-thirds of the votes cast by the exporting countries and two-thirds of the votes cast by the importing countries, be made by reducing pro rata the guaranteed quantities in Annex A or Annex B, as the case may be, by the amount necessary to make the total in the one Annex equal to the total in the other Annex.

3. In making adjustments under this Article, the Council shall keep in mind the general desirability of maintaining the total guaranteed purchases and the total guaranteed sales at the highest possible level.

ARTICLE X

*Adjustment in Case of Short Crop or Necessity to Safeguard  
Balance of Payments or Monetary Reserves*

1. Any exporting or importing country which fears that it may be prevented, by a short crop in the case of an exporting country

or the necessity to safeguard its balance of payments or monetary reserves in the case of an importing country, from carrying out its obligations under this Agreement in respect of a particular crop-year shall report the matter to the Council at the earliest possible date and apply to the Council to be relieved of the whole or a part of its obligations for that crop-year. An application made to the Council pursuant to this paragraph shall be heard without delay.

2. If the matter relates to a short crop, the Council shall, in dealing with the request for relief, review the reporting country's supply situation.

3. If the matter relates to balance of payments or monetary reserves, the Council shall seek and take into account, together with all facts which it considers relevant, the opinion of the International Monetary Fund, as far as the matter concerns a country which is a member of the Fund, on the existence and extent of the necessity referred to in paragraph 1 of this Article.

4. The Council shall, in dealing with a request for relief under this Article, adhere to the principle that the country concerned will to the maximum extent feasible, if it is an exporting country, make sales to meet its obligations under this Agreement and, if it is an importing country, make purchases to meet its obligations under this Agreement.

5. The Council shall decide whether the reporting country's representations are well founded. If it finds they are well founded, it shall decide to what extent and on what conditions the reporting country shall be relieved of its guaranteed quantity for the crop-year concerned. The Council shall inform the reporting country of its decision.

6. If the Council decides that the reporting country shall be relieved of the whole or part of its guaranteed quantity for the crop-year concerned, the following procedure shall apply :

- (a) The Council shall, if the reporting country is an importing country, invite the other importing countries, or, if the reporting country is an exporting country, invite the other exporting countries, to increase their guaranteed quantities for the crop-year concerned up to the amount of the guaranteed quantity of which the reporting country is relieved. Any increase in guaranteed quantities under this subparagraph shall require the approval of the Council.

(b) If the amount of which the reporting country is relieved cannot be fully offset in the manner provided in (a) of this paragraph, the Council shall invite the exporting countries, if the reporting country is an importing country, or the importing countries, if the reporting country is an exporting country, to accept a reduction of their guaranteed quantities for the crop-year concerned up to the amount of the guaranteed quantity of which the reporting country is relieved after taking account of any adjustments made under (a) of this paragraph.

(c) If the total offers received by the Council from the exporting and importing countries to increase their guaranteed quantities under (a) of this paragraph or to reduce their guaranteed quantities under (b) of this paragraph exceed the amount of the guaranteed quantity of which the reporting country is relieved, their guaranteed quantities shall, unless the Council decides otherwise, be increased or reduced, as the case may be, on a pro rata basis, provided that the increase or reduction of the guaranteed quantity of any such country shall not exceed its offer.

(d) If the amount of the guaranteed quantity of which the reporting country is relieved cannot be fully offset in the manner provided in (a) and (b) of this paragraph, the Council shall reduce the guaranteed quantities in Annex A to Article III, if the reporting country is an exporting country, or in Annex B to Article III, if the reporting country is an importing country, for the crop-year concerned by the amount necessary to make the total in the one Annex equal to the total in the other Annex. Unless the exporting countries in the case of a reduction in Annex B, or the importing countries, in the case of a reduction in Annex A, agree otherwise, the reduction shall be made on a pro rata basis, account being taken of any reduction already made under (b) of this paragraph.

## ARTICLE XI

### *Adjustments of Guaranteed Quantities by Consent*

1. The Council, when requested to do so by the exporting and importing countries whose guaranteed quantities would thereby be changed, may approve increases in the guaranteed quantities in one Annex to Article III for the remaining period of the Agreement together with equivalent increases in the guaranteed quantities in the other Annex for that period.

2. An exporting country may transfer part of its guaranteed quantity to another exporting country and an importing country may transfer part of its guaranteed quantity to another importing country for one or more crop-years, subject to approval by the Council by a majority of the votes cast by the exporting countries and a majority of the votes cast by the importing countries.

3. The guaranteed quantity of any country acceding under Article XXI of this Agreement shall be offset by appropriate adjustments by way of increase or decrease of the guaranteed quantities of one or more other countries in Annexes A and B to Article III. Such adjustments shall not be approved unless each exporting or importing country whose guaranteed quantity is thereby changed has consented.

## ARTICLE XII

### *Additional Purchases in Case of Critical Need*

In order to meet a critical need which has arisen or threatens to arise in its territory, an importing country may appeal to the Council for assistance in obtaining supplies of wheat in addition to its guaranteed purchases. On consideration of such an appeal the Council may reduce pro rata the guaranteed quantities of the other importing countries in order to provide the quantity of wheat which it determines to be necessary to relieve the emergency created by the critical need, provided that it considers that such emergency cannot be met in any other manner. Two-thirds of the votes cast by the exporting countries and two-thirds of the votes cast by the importing countries shall be required for any reduction of guaranteed purchases under this paragraph.

## PART 4.—ADMINISTRATION

### ARTICLE XIII

#### *The Council*

##### A. *Constitution*

1. The International Wheat Council, established by the International Wheat Agreement\* which was opened for signature in Washington on March 23, 1949, shall continue in being for the purpose of administering the present Agreement.

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\*Treaty Series, 1949, No. 7.



2. Each exporting country and each importing country shall be a voting member of the Council and may be represented at its meetings by one delegate, alternates, and advisers.

3. Such intergovernmental organizations as the Council may decide to invite may each have one non-voting representative in attendance at meeting of the Council.

4. The Council shall elect for each crop-year a Chairman and a Vice-Chairman.

#### B. *Powers and Functions*

5. The Council shall establish its rules of procedure.

6. The Council shall keep such records as are required by the terms of this Agreement and may keep such other records as it considers desirable.

7. The Council shall publish an annual report and may publish any other information concerning matters within the scope of this Agreement.

8. The Council shall have such other powers and perform such other functions as it may deem necessary to carry out the terms of this Agreement.

9. The Council may, by two-thirds of the votes cast by the exporting countries and two-thirds of the votes cast by the importing countries, delegate the exercise of any of its powers or functions. The Council may at any time revoke such delegation by a majority of the votes cast. Any decision made under any powers or functions delegated by the Council in accordance with this paragraph shall be subject to review by the Council at the request of any exporting or importing country made within a period which the Council shall prescribe. Any decision, in respect of which no request for review has been made within the prescribed period, shall be binding on all exporting and importing countries.

#### C. *Voting*

10. (a) Subject to the provisions of subparagraphs (b) and (c) of this paragraph, the importing countries shall hold 1,000 votes, which shall be distributed among them in the proportions which their respective guaranteed purchases for the current crop-year bear to the total of the guaranteed purchases for that crop-year. The exporting countries shall also hold 1,000 votes, which shall be distributed among them in the proportions which their respective guaranteed sales for the current crop-year bear to the total of the guaranteed sales for that crop-year.

(b) If at any Session of the Council an importing country or an exporting country is not represented by an accredited delegate and has not authorized another country to exercise its votes in accordance with paragraph 15 of this Article, the total votes to be exercised by the exporting countries shall be adjusted to a figure equal to the total of votes to be exercised at that Session by the importing countries and redistributed among exporting countries in proportion to their guaranteed sales.

(c) No exporting country or importing country shall have less than one vote and there shall be no fractional votes.

11. The Council shall redistribute the votes in accordance with the provisions of paragraph 10 of this Article whenever there is any change in the guaranteed purchases or guaranteed sales for the current crop-year.

12. If an exporting or an importing country forfeits its votes under paragraph 5 of Article XVII or is deprived of its votes under paragraph 7 of Article XIX, the Council shall redistribute the votes as if that country had no guaranteed quantity for the current crop-year.

13. Any reduction in its guaranteed quantity accepted by an exporting country or an importing country under paragraph 6 (b) of Article X and any transfer of part of a country's guaranteed quantity for only one crop-year under paragraph 2 of Article XI shall be disregarded for the purpose of redistributing votes under this Article.

14. Except where otherwise specified in this Agreement, decisions of the Council shall be by a majority of the total votes cast.

15. Any exporting country may authorize any other exporting country, and any importing country may authorize any other importing country, to represent its interests and to exercise its votes at any meeting or meetings of the Council. Evidence of such authorization satisfactory to the Council shall be submitted to the Council.

#### D. Sessions

16. The Council shall meet at least once during each half of each crop-year and at such other times as the Chairman may decide.

17. The Chairman shall convene a Session of the Council if so requested by (a) five countries or (b) one or more countries holding a total of not less than ten per cent. of the total votes or (c) the Executive Committee.

#### E. *Quorum*

18. The presence of delegates with a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries prior to any adjustment of votes under paragraph 10 (b) of this Article shall be necessary to constitute a quorum at any meeting of the Council.

#### F. *Seat*

19. The seat of the Council shall be London unless the Council decides otherwise by a majority of the votes cast by the exporting countries and a majority of the votes cast by the importing countries.

#### G. *Legal Capacity*

20. The Council shall have in the territory of each exporting and importing country such legal capacity as may be necessary for the exercise of its functions under this Agreement.

#### H. *Decisions*

21. Each exporting and importing country undertakes to accept as binding all decisions of the Council under the provisions of this Agreement.

### ARTICLE XIV

#### *Executive Committee*

1. The Council shall establish an Executive Committee. The members of the Executive Committee shall be three exporting countries elected annually by the exporting countries and not more than eight importing countries elected annually by the importing countries. The Council shall appoint the Chairman of the Executive Committee and may appoint a Vice-Chairman.

2. The Executive Committee shall be responsible to and work under the general direction of the Council. It shall have such powers and functions as are expressly assigned to it under this Agreement and such other powers and functions as the Council may delegate to it under paragraph 9 of Article XIII.

3. The exporting countries on the Executive Committee shall have the same total number of votes as the importing countries. The votes of the exporting countries shall be divided among them as they shall decide, provided that no exporting country shall have more than forty per cent of the total votes of the exporting countries. The votes of the importing countries shall be divided among them as they shall decide, provided that no importing country shall have more than forty per cent of the total votes of the importing countries.

4. The Council shall prescribe rules of procedure regarding voting in the Executive Committee and may make such other provisions regarding rules of procedure in the Executive Committee as it thinks fit. A decision of the Executive Committee shall require the same majority of votes as this Agreement prescribes for the Council when making a decision on a similar matter.

5. Any exporting or importing country which is not a member of the Executive Committee may participate, without voting, in the discussion of any question before the Executive Committee whenever the latter considers that the interests of that country are affected.

#### ARTICLE XV

##### *Advisory Committee on Price Equivalents*

The Council shall establish an Advisory Committee on Price Equivalents consisting of representatives of three exporting countries and of three importing countries. The Committee shall advise the Council and the Executive Committee on the matters referred to in paragraphs 4, 5, and 6 of Article VI and on such other questions as the Council or the Executive Committee may refer to it. The Chairman of the Committee shall be appointed by the Council.

#### ARTICLE XVI

##### *The Secretariat*

1. The Council shall have a Secretariat consisting of a Secretary and such staff as may be required for the work of the Council and of its committees.

2. The Council shall appoint the Secretary and determine his duties.

3. The staff shall be appointed in accordance with regulations established by the Council.

ARTICLE XVII

*Finance*

1. The expenses of delegations to the Council, of representatives on the Executive Committee, and of representatives on the Advisory Committee on Price Equivalents shall be met by their respective Governments. The other expenses necessary for the administration of this Agreement, including those of the Secretariat and any remuneration which the Council may decide to pay to its Chairman or its Vice Chairman, shall be met by annual contributions from the exporting and importing countries. The contribution of each such country for each crop-year shall be in the proportion which its guaranteed quantity bears to the total guaranteed sales or purchases at the beginning of that crop-year.
2. At its first Session after this Agreement comes into force, the Council shall approve its budget for the period ending July 31, 1954 and assess the contribution to be paid by each exporting and importing country.
3. The Council shall, at its first Session during the second half of each crop-year, approve its budget for the following crop-year and assess the contribution to be paid by each exporting and importing country for that crop-year.
4. The initial contribution of any exporting or importing country acceding to this Agreement under Article XXI shall be assessed by the Council on the basis of the guaranteed quantity to be held by it and the period remaining in the current crop-year, but the assessments made upon other exporting and importing countries for the current crop-year shall not be altered.
5. Contributions shall be payable immediately upon assessment. Any exporting or importing country failing to pay its contribution within one year of its assessment shall forfeit its voting rights until its contribution is paid, but shall not be deprived of its other rights nor relieved of its obligations under this Agreement. In the event of any exporting or importing country forfeiting its voting rights under this paragraph its votes shall be redistributed as provided in paragraph 12, of Article XIII.
6. The Council shall, each crop-year, publish an audited statement of its receipts and expenditures in the previous crop-year.
7. The Government of the country where the seat of the Council is situated shall grant exemption from taxation on the salaries paid by the Council to its employees except that such exemption need not apply to the nationals of that country.
8. The Council shall, prior to its dissolution, provide for the settlement of its liabilities and the disposal of its records and assets.

## ARTICLE XVIII

### *Cooperation With Other Intergovernmental Organizations*

1. The Council may make whatever arrangements are desirable for consultation and cooperation with the appropriate organs of the United Nations and its specialized agencies and with other intergovernmental organizations.

2. If the Council finds that any terms of this Agreement are materially inconsistent with such requirements as may be laid down by the United Nations or through its appropriate organs and specialized agencies regarding intergovernmental commodity agreements, the inconsistency shall be deemed to be a circumstance affecting adversely the operation of this Agreement and the procedure prescribed in paragraphs 3, 4, and 5 of Article XXII shall be applied.

## ARTICLE XIX

### *Disputes and Complaints*

1. Any dispute concerning the interpretation or application of this Agreement, which is not settled by negotiations, shall, at the request of any country party to the dispute, be referred to the Council for decision.

2. In any case where a dispute has been referred to the Council under paragraph 1 of this Article, a majority of countries, or any countries holding not less than one-third of the total votes, may require the Council, after full discussion, to seek the opinion of the advisory panel referred to in paragraph 3 of this Article on the issues in dispute before giving its decision.

3. (a) Unless the Council unanimously agrees otherwise, the panel shall consist of :

- (i) two persons, one having wide experience in matters of the kind in dispute and the other having legal standing and experience, nominated by the exporting countries;
- (ii) two such persons nominated by the importing countries; and
- (iii) A chairman selected unanimously by the four persons nominated under (i) and (ii) or, if they fail to agree, by the Chairman of the International Wheat Council.

(b) Persons from countries whose Governments are parties to this Agreement shall be eligible to serve on the advisory panel, and persons appointed to the advisory panel shall act in their personal capacities and without instructions from any Government.

(c) The expenses of the advisory panel shall be paid by the Council.

4. The opinion of the advisory panel and the reasons therefor shall be submitted to the Council which, after considering all the relevant information, shall decide the dispute.

5. Any complaint that any exporting or importing country has failed to fulfil its obligations under this Agreement shall, at the request of the country making the complaint, be referred to the Council which shall make a decision on the matter.

6. No exporting or importing country shall be found to have committed a breach of this Agreement except by a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries. Any finding that an exporting or importing country is in breach of this Agreement shall specify the nature of the breach and, if the breach involves default by that country in its guaranteed quantity, the extent of such default.

7. If the Council finds that an exporting country or an importing country has committed a breach of this Agreement it may, by a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries, deprive the country concerned of its voting rights until it fulfils its obligations or expel that country from the Agreement.

8. If any exporting or importing country is deprived of its votes under this Article, the votes shall be redistributed as provided in paragraph 12 of Article XIII. If any exporting or importing country is found in default of the whole or part of its guaranteed quantity, or is expelled from this Agreement, the remaining guaranteed quantities shall be adjusted as provided in Article IX.

## PART 5—FINAL PROVISIONS

### ARTICLE XX

#### *Signature, Acceptance, and Entry into Force*

1. This Agreement shall be open for signature in Washington until and including April 27, 1953 by the Governments of the countries listed in Annex A and Annex B to Article III.

2. This Agreement shall be subject to acceptance by signatory Governments in accordance with their respective constitutional

procedures. Subject to the provisions of paragraph 4 of this Article, instruments of acceptance shall be deposited with the Government of the United States of America not later than July 15, 1953 provided, however, that a notification by any signatory Government to the Government of the United States of America by July 15, 1953 of an intention to accept this Agreement, followed by the deposit of an instrument of acceptance not later than August 1, 1953 in fulfilment of that intention, shall be deemed to constitute acceptance on July 15, 1953 for the purposes of this Article.

3. Provided that the Governments of countries listed in Annex A to Article III responsible for not less than fifty per cent of the guaranteed purchases and the Governments of countries listed in Annex B to Article III responsible for not less than fifty per cent of the guaranteed sales have accepted this Agreement by July 15, 1953, Parts 1, 3, 4, and 5 of the Agreement shall enter into force on July 15, 1953 and Part 2 on August 1, 1953 for those Governments which have accepted the Agreement.\*

4. Any signatory Government which has not accepted this Agreement by July 15, 1953 as provided in paragraph 2 of this Article may be granted by the Council an extension of time after that date for depositing its instrument of acceptance. Parts 1, 3, 4, and 5 of this Agreement shall enter into force for that Government on the date of the deposit of its instrument of acceptance, and Part 2 of the Agreement shall enter into force on August 1, 1953 or on the date of the deposit of its instrument of acceptance whichever is later.

5. The Government of the United States of America will notify all signatory Governments of each signature and acceptance of this Agreement.

## ARTICLE XXI

### *Accession*

The Council may, by two-thirds of the votes cast by the exporting countries and two-thirds of the votes cast by the importing countries, approve accession to this Agreement by any Government not already a party to it and prescribe conditions for such accession; provided, however, that the Council shall not approve the accession of any Government under this Article unless at the same time it approves adjustments of the guaranteed quantities in Annexes A and B to Article III in accordance with paragraph

\*Parts 1, 3, 4, and 5 entered into force on 15th July, 1953.

Part 2 entered into force on 1st August, 1953.



3 of Article XI. Accession shall be effected by depositing an instrument of accession with the Government of the United States of America, which will notify all signatory and acceding Governments of each such accession.

## ARTICLE XXII

### *Duration, Amendment, Withdrawal, and Termination*

1. This Agreement shall remain in force until and including July 31, 1956.

2. The Council shall, at such time as it considers appropriate, communicate to the exporting and importing countries its recommendations regarding renewal or replacement of this Agreement.

3. The Council may, by a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries, recommend an amendment of this Agreement to the exporting and importing countries.

4. The Council may fix a time within which each exporting and importing country shall notify the Government of the United States of America whether or not it accepts the amendment. The amendment shall become effective upon its acceptance by exporting countries which hold two-thirds of the votes of the exporting countries and by importing countries which hold two-thirds of the votes of the importing countries.

5. Any exporting or importing country which has not notified the Government of the United States of America of its acceptance of an amendment by the date on which such amendment becomes effective may, after giving such written notice of withdrawal to the Government of the United States of America as the Council may require in each case, withdraw from this Agreement at the end of the current crop-year, but shall not thereby be released from any obligations under this Agreement which have not been discharged by the end of that crop-year.

6. Any exporting country which considers its interests to be seriously prejudiced by the nonparticipation in or withdrawal from this Agreement of any country listed in Annex A to Article III responsible for more than five per cent of the guaranteed quantities in that Annex, or any importing country which considers its interests to be seriously prejudiced by the nonparticipation in or withdrawal from the Agreement of any country listed in Annex B to Article III responsible for more than five per cent

of the guaranteed quantities in that Annex, may withdraw from this Agreement by giving written notice of withdrawal to the Government of the United States of America before August 1, 1953.

7. Any exporting or importing country which considers its national security to be endangered by the outbreak of hostilities may withdraw from this Agreement by giving thirty day's written notice of withdrawal to the Government of the United States of America.

8. The Government of the United States of America will inform all signatory and acceding Governments of each notification and notice received under this Article.

### ARTICLE XXIII

#### *Territorial Application*

1. Any Government may, at the time of signature or acceptance of or accession to this Agreement, declare that its rights and obligations under the Agreement shall not apply in respect of all or any of the overseas territories for the foreign relations of which it is responsible.

2. With the exception of territories in respect of which a declaration has been made in accordance with paragraph 1 of this Article, the rights and obligations of any Government under this Agreement shall apply in respect of all territories for the foreign relations of which that Government is responsible.

3. Any Government may, at any time after its acceptance of or accession to this Agreement, by notification to the Government of the United States of America, declare that its rights and obligations under the Agreement shall apply in respect of all or any of the territories regarding which it has made a declaration in accordance with paragraph 1 of this Article.

4. Any Government may, by giving notification of withdrawal to the Government of the United States of America, withdraw from this Agreement separately in respect of all or any of the overseas territories for whose foreign relations it is responsible.

5. The Government of the United States of America will inform all signatory and acceding Governments of any declaration or notification made under this Article.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments, have signed this Agreement on the dates appearing opposite their signatures.

Done at Washington, this thirteenth day of April 1953, in the English, French, and Spanish languages, all texts being equally authentic, the original to be deposited in the archives of the Government of the United States of America, which shall transmit certified copies thereof to each signatory and acceding Government.

*For Australia:*

PERCY C. SPENDER

20th April, 1953.

Subject to the acceptance however of the reservation that in the event of the nonparticipation in or withdrawal from the Agreement by any one or more of such of the Governments of such importing countries listed in Annex 'A' to Article III thereof as in the opinion of the Government of the Commonwealth of Australia are traditional markets for Australian wheat or in the event of any one or more of such countries reducing its or their respective guaranteed quantities below the quantities shown for them respectively in the said Annex A the Government of the Commonwealth of Australia if it shall have accepted the Agreement may request such reduction to the guaranteed quantity shown in respect of Australia in Annex B to Article III of the said Agreement as may in its opinion be necessary to enable Australia to supply to such importing country or countries the quantities of wheat which Australia would normally expect to supply to it or them as the case may be and may withdraw from the said Agreement if any such request for reduction be not met.

*For Austria:*

MAX LOEWENTHAL

13th April, 1953.

*For the Kingdom of Belgium:*

SILVERCRUYS

13th April, 1953.

This signature is given on behalf of the Belgium-Luxembourg Economic Union.

*For Bolivia:*

A. P. DEL CASTILLO

20th April, 1953.

*For Brazil:*

ADOLPHO DE CAMARGO NEVES

24th April, 1953.

*For Canada:*

MITCHELL W. SHARP

13th April, 1953.

- For Ceylon:*  
G. C. S. COREA 13th April, 1953.
- For Costa Rica:*  
J. RAFAEL OREAMUNO 24th April, 1953.
- For Cuba:*  
AURELIO F. CONCHESO 15th April, 1953.
- For Denmark:*  
A. F. KNUDSEN 13th April, 1953.
- For the Dominican Republic:*  
Ad referendum  
DR. L. F. THOMEN 13th April, 1953.
- For Ecuador:*  
Ad referendum  
B. PERALTA P. 17th April, 1953.
- For Egypt:*  
M. A. ZAYED 13th April, 1953.
- For El Salvador:*  
CARLOS A. SIRI 27th April, 1953.
- For France:*  
H. BONNET 13th April, 1953.
- For the Federal Republic of Germany:*  
DR. HEINZ KREKELER 21st April, 1953.  
DR. KURT HAEFNER 13th April, 1953.
- For Greece:*  
C. P. CARANICAS 23rd April, 1953.
- For Guatemala:*  
GUILLERMO TORIELLO 13th April, 1953.
- For Haiti:*  
ALAIN TURNIER 13th April, 1953.
- For Honduras:*  
JOSÉ A. MONGE 23rd April, 1953.
- For Iceland:*  
THOR THORS 27th April, 1953.
- For India:*  
I. J. BAHADUR SINGH 17th April, 1953.
- For Indonesia*  
ALI-SASTROAMIDJOJO 27th April, 1953.
- For Ireland:*  
JOHN J. HEARNE 24th April, 1953.
- For Israel:*  
ABBA EBAN 21st April, 1953.
- For Italy:*  
ALBERTO TARCHIANI 13th April, 1953.
- For Japan:*  
RYUJI TAKEUCHI 13th April, 1953.
- For Lebanon:*  
SAEB JAROUDI 14th April, 1953.

<i>For Liberia:</i>	J. SAMUEL O COLEMAN	13th April, 1953.
<i>For Mexico:</i>	MANUEL TELLO	23rd April, 1953.
<i>For the Kingdom of the Netherlands:</i>	J. H. VAN ROIJEN	13th April, 1953.
<i>For New Zealand:</i>	L. K. MUNRO	27th April, 1953.
<i>For Nicaragua:</i>	Ad referendum	
	GUILLERMO SEVILLA-SACASA	21st April, 1953.
	ALFREDO AVILÉS G.	21st April, 1953.
<i>For the Kingdom of Norway:</i>	JOHAN CAPPELEN	20th April, 1953.
<i>For Panama:</i>	R. M. HEURTEMATTE	24th April, 1953.
<i>For Peru:</i>	with the understanding that Peru's quota be increased to 200,000 metric tons, the amount originally requested by my country and which is the minimum quantity required to cover our bare necessities	
	C. DONAYRE	27th April, 1953.
<i>For the Republic of the Philippines:</i>	URBANO A. ZAFRA	13th April, 1953.
	JOSÉ TEODORO JR.	13th April, 1953.
<i>For Portugal:</i>	L. ESTEVES FERNANDES	15th April, 1953.
<i>For Saudi Arabia:</i>	MOHAMMED MUHTASIB	21st April, 1953.
<i>For Spain:</i>	JOSÉ F. DE LEQUERICA	24th April, 1953.
<i>For Sweden:</i>	M. VON WACHENFELT	17th April, 1953.
<i>For Switzerland:</i>	CHARLES BRUGGMANN	13th April, 1953.
<i>For the Union of South Africa:</i>	G. P. JOOSTE	21st April, 1953.
<i>For the United States of America:</i>	TRUE D. MORSE	21st April, 1953.
	EZRA TAFT BENSON	21st April, 1953.
<i>For Venezuela:</i>	Ad-referendum	
	CÉSAR GONZÁLEZ	21st April, 1953.

For Liberia: 15th April, 1953.  
 For Mexico: 23rd April, 1953.  
 For the Kingdom of the Netherlands: 15th April, 1953.  
 For New Zealand: 21st April, 1953.  
 For Nicaragua: 21st April, 1953.  
 Ad referendum: 21st April, 1953.  
 For the Kingdom of Norway: 21st April, 1953.  
 For Panama: 21st April, 1953.  
 For Peru: 21st April, 1953.  
 For the Republic of the Philippines: 13th April, 1953.  
 For Portugal: 15th April, 1953.  
 For Saudi Arabia: 21st April, 1953.  
 For Spain: 21st April, 1953.  
 For Sweden: 17th April, 1953.  
 For Switzerland: 13th April, 1953.  
 For the Union of South Africa: 21st April, 1953.  
 For the United States of America: 21st April, 1953.  
 For Venezuela: 21st April, 1953.  
 Ad referendum: 21st April, 1953.  
 For Japan: 13th April, 1953.  
 For Lebanon: 14th April, 1953.

Houses of the Oireachtas

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