

The Agreement was  
previously published as  
Miscellaneous No. 21  
(1980) Cmnd. 8018.



Treaty Series No. 30 (1983)

# International Natural Rubber Agreement 1979

New York, 2 January to 30 June 1980

[The United Kingdom deposited a declaration of provisional application on 26 September 1980 and an instrument of ratification on 31 December 1981. The Agreement entered into force provisionally on 23 October 1980 and definitively on 15 April 1982]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
July 1983*

LONDON  
HER MAJESTY'S STATIONERY OFFICE

£4 net

Cmnd. 8929

## CONTENTS

	<i>Page</i>
Preamble	5
<b>CHAPTER I—OBJECTIVES</b>	
Article 1 Objectives	6
<b>CHAPTER II—DEFINITIONS</b>	
Article 2 Definitions	7
<b>CHAPTER III—ORGANIZATION AND ADMINISTRATION</b>	
Article 3 Establishment, headquarters and structure of the International Natural Rubber Organization	8
Article 4 Membership in the Organization	8
Article 5 Membership by intergovernmental organizations	9
<b>CHAPTER IV—THE INTERNATIONAL NATURAL RUBBER COUNCIL</b>	
Article 6 Composition of the International Natural Rubber Council	9
Article 7 Powers and functions of the Council	9
Article 8 Borrowing in exceptional circumstances	10
Article 9 Delegation of powers	10
Article 10 Co-operation with other organizations	10
Article 11 Admission of observers	10
Article 12 Chairman and Vice-Chairman	11
Article 13 Executive Director, Buffer Stock Manager and other staff	11
Article 14 Sessions	12
Article 15 Distribution of votes	12
Article 16 Voting procedure	13
Article 17 Quorum	14
Article 18 Decisions	14
Article 19 Establishment of committees	14
Article 20 Panel of experts	15
<b>CHAPTER V—PRIVILEGES AND IMMUNITIES</b>	
Article 21 Privileges and immunities	15
<b>CHAPTER VI—ACCOUNTS AND AUDIT</b>	
Article 22 Financial accounts	16
Article 23 Form of payment	16
Article 24 Audit	16
<b>CHAPTER VII—THE ADMINISTRATIVE ACCOUNT</b>	
Article 25 Budget contributions	17
Article 26 Payment of contributions to the administrative budget	17

	<i>Page</i>
CHAPTER VIII—THE BUFFER STOCK ... ..	18
Article 27 Size of the Buffer Stock ... ..	18
Article 28 Financing of the Buffer Stock ... ..	18
Article 29 Payment of contributions to the Buffer Stock Account ...	19
Article 30 Price range ... ..	20
Article 31 Operation of the Buffer Stock ... ..	21
Article 32 Review and revision of the price range ... ..	22
Article 33 Market indicator price ... ..	24
Article 34 Composition of buffer stocks ... ..	24
Article 35 Location of buffer stocks ... ..	25
Article 36 Rotation of buffer stocks ... ..	25
Article 37 Restriction or suspension of buffer stock operations ...	25
Article 38 Penalties relating to contributions to the Buffer Stock Account ... ..	26
Article 39 Adjustments of contributions to the Buffer Stock Account	26
Article 40 The Buffer Stock and changes in exchange rates ... ..	27
Article 41 Liquidation procedures for the Buffer Stock Account ...	28
 CHAPTER IX—RELATIONSHIP WITH THE COM- MON FUND ... ..	 30
Article 42 Relationship with the Common Fund ... ..	30
 CHAPTER X—SUPPLY MEASURES ... ..	 30
Article 43 Supply availability ... ..	30
Article 44 Other measures ... ..	30
 CHAPTER XI—CONSULTATION ON DOMESTIC POLICIES ... ..	 31
Article 45 Consultation ... ..	31
 CHAPTER XII—STATISTICS, STUDIES AND INFOR- MATION ... ..	 31
Article 46 Statistics and information ... ..	31
Article 47 Annual assessment, estimates and studies ... ..	32
Article 48 Annual review ... ..	32
 CHAPTER XIII—MISCELLANEOUS ... ..	 32
Article 49 General obligations of members ... ..	32
Article 50 Obstacles to trade ... ..	33
Article 51 Transportation and market structure of natural rubber ...	33
Article 52 Differential and remedial measures ... ..	33
Article 53 Relief from obligations ... ..	33
Article 54 Fair labour standards ... ..	34

	<i>Page</i>
CHAPTER XIV—COMPLAINTS AND DISPUTES ...	34
Article 55 Complaints ... ..	34
Article 56 Disputes ... ..	34
CHAPTER XV—FINAL PROVISIONS ... ..	35
Article 57 Signature ... ..	35
Article 58 Depositary ... ..	35
Article 59 Ratification, acceptance and approval ... ..	35
Article 60 Notification of provisional application ... ..	36
Article 61 Entry into force ... ..	36
Article 62 Accession ... ..	37
Article 63 Amendments ... ..	38
Article 64 Withdrawal ... ..	38
Article 65 Exclusion ... ..	39
Article 66 Settlement of accounts with withdrawing or excluded members or members unable to accept an amendment ...	39
Article 67 Duration, extension and termination ... ..	40
Article 68 Reservations ... ..	41
Article 69 Authentic texts of this Agreement ... ..	41
 <b>ANNEXES</b>	
ANNEX A Shares of individual exporting countries in total net exports of countries participating in the United Nations Conference on Natural Rubber as established for the purposes of article 61 ... ..	46
ANNEX B Shares of individual importing countries and groups of countries in total net imports of countries participating in the United Nations Conference on Natural Rubber as established for the purposes of article 61 ... ..	47
ANNEX C Cost of the Buffer Stock as estimated by the Chairman of the United Nations Conference on Natural Rubber, 1978	48

## PREAMBLE

The contracting parties,

Recalling the Declaration and the Programme of Action on the Establishment of a New International Economic Order,<sup>(1)</sup>

Recognizing in particular the importance of the United Nations Conference on Trade and Development resolution 93 (IV), adopted at its fourth session, and resolution 124 (V), adopted at its fifth session, on the Integrated Programme for Commodities,

Recognizing the importance of natural rubber to the economies of members, particularly to the exports of exporting members and to supply requirements of importing members,

Recognizing further that the stabilization of natural rubber prices is in the interests of producers, consumers and natural rubber markets, and that an international natural rubber agreement can significantly assist the growth and development of the natural rubber industry to the benefit of both producers and consumers,

Have agreed as follows :

---

<sup>(1)</sup> General Assembly resolutions 3201 (S-VI) and 3202 (S-VI) of 1 May 1974.

## CHAPTER I—OBJECTIVES

### ARTICLE 1

#### Objectives

The objectives of the International Natural Rubber Agreement, 1979 (hereinafter referred to as this Agreement), with a view to achieving the relevant objectives as adopted by the United Nations Conference on Trade and Development in its resolutions 93 (IV) and 124 (V) on the Integrated Programme for Commodities, are *inter alia* as follows:

- (a) to achieve a balanced growth between the supply of and demand for natural rubber, thereby helping to alleviate the serious difficulties arising from surpluses or shortages of natural rubber;
- (b) to achieve stable conditions in natural rubber trade through avoiding excessive natural rubber price fluctuations, which adversely affect the long-term interests of both producers and consumers, and stabilizing these prices without distorting long-term market trends, in the interests of producers and consumers;
- (c) to help stabilize the export earnings from natural rubber of exporting members, and to increase their earnings based on expanding natural rubber export volumes at fair and remunerative prices, thereby helping to provide the necessary incentives for a dynamic and rising rate of production and the resources for accelerated economic growth and social development;
- (d) to seek to ensure adequate supplies of natural rubber to meet the requirements of importing members at fair and reasonable prices and to improve the reliability and continuity of these supplies;
- (e) to take feasible steps in the event of a surplus or shortage of natural rubber to mitigate the economic difficulties that members might encounter;
- (f) to seek to expand international trade in and to improve market access for natural rubber and processed products thereof;
- (g) to improve the competitiveness of natural rubber by encouraging research and development on the problems of natural rubber;
- (h) to encourage the efficient development of the natural rubber economy by seeking to facilitate and promote improvements in the processing, marketing and distribution of raw natural rubber; and
- (i) to further international co-operation in and consultations on natural rubber matters affecting supply and demand, and to facilitate promotion and co-ordination of natural rubber research, assistance and other programmes.

## CHAPTER II—DEFINITIONS

### ARTICLE 2

#### Definitions

For the purposes of this Agreement :

(1) " Natural rubber " means the unvulcanized elastomer, whether in solid or liquid forms, from *Hevea brasiliensis* and any other plant which the Council may decide for the purposes of this Agreement.

(2) " Contracting party " means a Government, or an intergovernmental organization referred to in article 5, which has consented to be bound by this Agreement provisionally or definitively.

(3) " Member " means a contracting party as defined in definition (2) above.

(4) " Exporting member " means a member which exports natural rubber and has declared itself to be an exporting member, subject to the agreement of the Council.

(5) " Importing member " means a member which imports natural rubber and has declared itself to be an importing member, subject to the agreement of the Council.

(6) " Organization " means the International Natural Rubber Organization referred to in article 3.

(7) " Council " means the International Natural Rubber Council referred to in article 6.

(8) " Special vote " means a vote requiring at least two thirds of the votes cast by exporting members present and voting and at least two thirds of the votes cast by importing members present and voting, counted separately, on condition that these votes are cast by at least half the members in each category present and voting.

(9) " Exports of natural rubber " means any natural rubber which leaves the customs territory of any member, and " imports of natural rubber " means any natural rubber which enters the customs territory of any member, provided that for the purposes of these definitions, customs territory shall, in the case of a member which comprises more than one customs territory, be deemed to refer to the combined customs territories of that member.

(10) " Distributed simple majority vote " means a vote requiring more than half of the total votes of exporting members present and voting and more than half of the total votes of importing members present and voting, counted separately.

(11) " Freely usable currencies " means the deutsche mark, the French franc, the Japanese yen, the pound sterling, and the United States dollar.

(12) " Financial year " means the period from 1 January to 31 December inclusive.

(13) "Entry into force" means the date on which this Agreement enters into force provisionally or definitively in accordance with article 61.

(14) "Tonne" means a metric ton, *i.e.* 1,000 kilogrammes.

(15) "Government undertaking" means the financial obligations to the Council which are committed by members as security for financing the contingency Buffer Stock and which can be called by the Council to meet its financial obligations in accordance with article 28; members shall be liable solely to the Council up to the amount of their undertakings.

(16) "Malaysian/Singapore cent" means the average of the Malaysian sen and the Singapore cent at the prevailing rates of exchange.

(17) "Time-weighted net contribution of a member" means its net contributions weighted by the number of years of its membership in the Organization.

## CHAPTER III—ORGANIZATION AND ADMINISTRATION

### ARTICLE 3

#### **Establishment, headquarters and structure of the International Natural Rubber Organization**

1. The International Natural Rubber Organization is hereby established to administer the provisions and supervise the operation of this Agreement.

2. The Organization shall function through the International Natural Rubber Council, its Executive Director and its staff, and such other bodies as are provided for in this Agreement.

3. At its first session the Council shall, by special vote, decide that the headquarters of the Organization shall be in Kuala Lumpur or London.

4. The headquarters of the Organization shall at all times be located in the territory of a member.

### ARTICLE 4

#### **Membership in the Organization**

1. There shall be two categories of membership, namely,

(a) exporting, and

(b) importing.

2. The Council shall establish criteria regarding a change by a member in its category of membership as defined in paragraph 1 of this article, taking fully into account the provisions of articles 25 and 28. A member which meets such criteria may change its category of membership subject to the agreement of the Council by special vote.

3. Each contracting party shall constitute a single member of the Organization.



## ARTICLE 5

### **Membership by intergovernmental organizations**

1. Any reference in this Agreement to a "Government" or "Governments" shall be construed as including a reference to the European Economic Community and to any intergovernmental organization having responsibilities in respect of the negotiation, conclusion and application of international agreements, in particular commodity agreements. Accordingly, any reference in this Agreement to signature, ratification, acceptance or approval, or to notification of provisional application, or to accession shall, in the case of such intergovernmental organizations, be construed as including a reference to signature, ratification, acceptance or approval, or to notification of provisional application, or to accession, by such intergovernmental organizations.

2. In the case of votes on matters within their competence, such intergovernmental organizations shall exercise their voting rights with a number of votes equal to the total number of votes attributed, in accordance with article 15, to their member States.

## CHAPTER IV

### **THE INTERNATIONAL NATURAL RUBBER COUNCIL**

#### ARTICLE 6

##### **Composition of the International Natural Rubber Council**

1. The highest authority of the Organization shall be the International Natural Rubber Council, which shall consist of all the members of the Organization.

2. Each member shall be represented in the Council by one delegate, and may designate alternates and advisers to attend sessions of the Council.

3. An alternate delegate shall be empowered to act and vote on behalf of the delegate during the latter's absence or in special circumstances.

#### ARTICLE 7

##### **Powers and functions of the Council**

1. The Council shall exercise all such powers and perform or arrange for the performance of all such functions as are necessary to carry out the provisions of this Agreement.

2. The Council shall, by special vote, adopt such rules and regulations as are necessary to carry out the provisions of this Agreement and are consistent therewith. These shall include its own rules of procedure and those of the committees established under article 19, rules for the administration and operation of the Buffer Stock, and the financial and staff regulations of the Organization. The Council may, in its rules of procedure, provide for a procedure whereby it may, without meeting, decide specific questions.

3. The Council shall keep such records as are required for the performance of its functions under this Agreement.

4. The Council shall publish an annual report on the activities of the Organization and such other information as it considers appropriate.

#### ARTICLE 8

##### **Borrowing in exceptional circumstances**

1. The Council may, by special vote, borrow from commercial sources for the Buffer Stock and/or Administrative Accounts to cover any deficits on either Account caused by lags between authorized expenditures and required contributions. If the borrowing results from a delay in the receipt of a contribution from a member, the financial costs incurred by the Council in such borrowing shall be met by the member in arrears in addition to the full payment of its contribution.

2. Any member may, at its own discretion, elect to contribute cash directly to the appropriate Account, in lieu of commercial borrowing by the Council for that member's share of the required funds.

#### ARTICLE 9

##### **Delegation of powers**

1. The Council may, by special vote, delegate to any committee established under article 19 the exercise of any or all of its powers which, in accordance with the provisions of this Agreement, do not require a special vote of the Council. Notwithstanding this delegation, the Council may at any time discuss and decide any issue that may have been delegated to any of its committees.

2. The Council may, by special vote, revoke any power delegated to a committee.

#### ARTICLE 10

##### **Co-operation with other organizations**

1. The Council may make whatever arrangements are appropriate for consultation or co-operation with the United Nations, its organs and specialized agencies, and other intergovernmental organizations as appropriate.

2. The Council may also make arrangements for maintaining contact with appropriate international non-governmental organizations.

#### ARTICLE 11

##### **Admission of observers**

The Council may invite any non-member Government, or any of the organizations referred to in article 10, to attend as an observer any of the meetings of the Council or of any committee established under article 19.

## ARTICLE 12

### Chairman and Vice-Chairman

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

2. The Chairman and the Vice-Chairman shall be elected, one from among the representatives of exporting members and the other from among the representatives of importing members. These offices shall alternate each year between the two categories of members, provided, however, that this shall not prohibit the re-election of either or both, under exceptional circumstances, by special vote of the Council.

3. In the temporary absence of the Chairman, he shall be replaced by the Vice-Chairman. In the temporary absence of both the Chairman and the Vice-Chairman or the permanent absence of one or both of them, the Council may elect new officers from among the representatives of the exporting members and/or from among the representatives of the importing members, as appropriate, on a temporary or permanent basis as may be required.

4. Neither the Chairman nor any other officer presiding at a meeting of the Council shall vote at that meeting. He may, however, empower another representative from the same category of membership to exercise the voting rights of the member which he represents.

## ARTICLE 13

### Executive Director, Buffer Stock Manager and other staff

1. The Council shall, by special vote, appoint an Executive Director and a Buffer Stock Manager.

2. The terms and conditions of appointment of the Executive Director and the Buffer Stock Manager shall be determined by the Council.

3. The Executive Director shall be the chief administrative officer of the Organization and shall be responsible to the Council for the administration and operation of this Agreement in accordance with decisions of the Council.

4. The Buffer Stock Manager shall be responsible to the Executive Director and the Council for the functions conferred upon him by this Agreement, as well as for such additional functions as the Council may determine. The Buffer Stock Manager shall be responsible for the day-to-day operation of the Buffer Stock, and shall keep the Executive Director informed of the general operations of the Buffer Stock so that the Executive Director may ensure its effectiveness in meeting the objectives of this Agreement.

5. The Executive Director shall appoint the staff in accordance with regulations established by the Council. The staff shall be responsible to the Executive Director.

6. Neither the Executive Director nor any member of the staff, including the Buffer Stock Manager, shall have any financial interest in the rubber industry or trade, or associated commercial activities.

7. In the performance of their duties, the Executive Director, the Buffer Stock Manager and other staff shall not seek or receive instructions from any member or from any other authority external to the Council or to any committee established under article 19. They shall refrain from any action which might reflect on their positions as international officials responsible only to the Council. Each member shall respect the exclusively international character of the responsibilities of the Executive Director, the Buffer Stock Manager and other staff and shall not seek to influence them in the discharge of their responsibilities.

## ARTICLE 14

### Sessions

1. As a general rule, the Council shall hold one regular session in each half of the year.

2. In addition to sessions in circumstances specifically provided for in this Agreement, the Council shall also meet in special session whenever it so decides or at the request of:

- (a) the Chairman of the Council;
- (b) the Executive Director;
- (c) a majority of the exporting members;
- (d) a majority of the importing members;
- (e) an exporting member or exporting members holding at least 200 votes;  
or
- (f) an importing member or importing members holding at least 200 votes.

3. Sessions shall be held at the headquarters of the Organization unless the Council, by special vote, decides otherwise. If on the invitation of any member the Council meets elsewhere than at the headquarters of the Organization, that member shall pay the additional costs incurred by the Council.

4. Notice of any sessions and the agenda for such sessions shall be communicated to members by the Executive Director at least 30 days in advance, except in cases of emergency when notice shall be communicated at least seven days in advance.

## ARTICLE 15

### Distribution of votes

1. The exporting members shall together hold 1,000 votes and the importing members shall together hold 1,000 votes.

2. Each exporting member shall receive one initial vote out of the 1,000 votes except that in the case of an exporting member with net exports of less than 10,000 tonnes annually the initial vote shall not apply. The remainder of such votes shall be distributed among the exporting members as nearly as possible in proportion to the volume of their respective net exports of natural

rubber for the period of five calendar years commencing six calendar years prior to the distribution of votes, except that Singapore's net exports of natural rubber for such period shall be calculated at 13 per cent of its total exports for that period.

3. The votes of importing members shall be distributed among them in proportion to the average of their respective net imports of natural rubber during the period of three calendar years commencing four calendar years prior to the distribution of votes, except that each importing member shall receive one vote even if its proportional net import share is otherwise not sufficiently large to so justify.

4. For the purposes of paragraphs 2 and 3 of this article, paragraphs 2 and 3 of article 28 relating to contributions of importing members and article 39, the Council shall, at its first session, establish a table of net exports of exporting members and a table of net imports of importing members which shall be revised annually in accordance with this article.

5. There shall be no fractional votes. Except as provided in paragraph 3 of this article, any fraction less than 0.5 shall be rounded downward, and any fraction greater than or equal 0.5 shall be rounded upward.

6. The Council shall distribute the votes for each financial year at the beginning of the first session of that year in accordance with the provisions of this article. Such distribution shall remain in effect for the rest of that year, except as provided for in paragraph 7 of this article.

7. Whenever the membership of the Organization changes or when any member has its voting rights suspended or restored under any provision of this Agreement, the Council shall redistribute the votes within the affected category or categories of members in accordance with the provisions of this article.

8. In the event of the exclusion of a member pursuant to article 65, or the withdrawal of a member pursuant to article 64 or 63, resulting in the reduction of the total trade share of those members remaining in either category below 80 per cent, the Council shall meet and decide on the terms, conditions and future of this Agreement, including in particular the need to maintain effective buffer stock operations without causing undue financial burden to the remaining members.

## ARTICLE 16

### Voting procedure

1. Each member shall be entitled to cast the number of votes it holds in the Council and shall not be entitled to divide its votes.

2. By written notification to the Chairman of Council, any exporting member may authorize any other exporting member, and any importing member may authorize any other importing member, to represent its interests and to exercise its voting rights at any session or meeting of the Council.

3. A member authorized by another member to cast the latter member's votes shall cast such votes as authorized.

4. When abstaining, a member shall be deemed not to have cast its votes.

## ARTICLE 17

### Quorum

1. The quorum for any meeting of the Council shall be the presence of a majority of exporting members and a majority of importing members, provided that such members hold at least two thirds of the total votes in their respective categories.

2. If there is no quorum in accordance with paragraph 1 of this article on the day fixed for the meeting and on the following day, the quorum on the third day and thereafter shall be the presence of a majority of exporting members and a majority of importing members, provided that such members hold a majority of the total votes in their respective categories.

3. Representation in accordance with paragraph 2 of article 16 shall be considered as presence.

## ARTICLE 18

### Decisions

1. All decisions of the Council shall be taken and all recommendations shall be made by distributed simple majority vote, unless otherwise provided for in this Agreement.

2. Where a member avails itself of the provisions of article 16 and its votes are cast at a meeting of the Council, such member shall, for the purpose of paragraph 1 of this article, be considered as present and voting.

## ARTICLE 19

### Establishment of committees

1. The following committees are hereby established :

- (a) Committee on Administration;
- (b) Committee on Buffer Stock Operations;
- (c) Committee on Statistics; and
- (d) Committee on Other Measures.

Additional committees may also be established by special vote of the Council.

2. Each committee shall be responsible to the Council. The Council shall, by special vote, determine the membership and terms of reference of each committee.

## ARTICLE 20

### Panel of experts

1. The Council shall establish a panel of experts from the rubber industry and trade of exporting and importing members.
2. The Panel shall be available to provide advice and assistance to the Council and its committees, particularly on buffer stock operations and on the other measures referred to in article 44.
3. The membership, functions and administrative arrangements of the Panel shall be determined by the Council.

## CHAPTER V—PRIVILEGES AND IMMUNITIES

### ARTICLE 21

#### Privileges and immunities

1. The Organization shall have legal personality. It shall in particular have the capacity to contract, to acquire and dispose of movable and immovable property, and to institute legal proceedings.
2. The Organization shall, as soon as possible after the entry into force of this Agreement, seek to conclude with the Government of the country in which the headquarters of the Organization is to be situated (hereinafter referred to as the host Government) an agreement (hereinafter referred to as Headquarters Agreement) relating to such status, privileges and immunities of the Organization, of its Executive Director, staff and experts, and of members' delegations, as are reasonably necessary for the purpose of discharging their functions.
3. Pending the conclusion of the Headquarters Agreement, the Organization shall request the host Government to grant, to the extent consistent with its laws, exemption from taxation on remuneration paid by the Organization to its employees, and on the assets, income and other property of the Organization.
4. The Organization may also conclude, with one or more Governments, agreements to be approved by the Council relating to such privileges and immunities as may be necessary for the proper functioning of this Agreement.
5. If the headquarters of the Organization is moved to another country, the Government of that country shall, as soon as possible, conclude with the Organization a Headquarters Agreement to be approved by the Council.
6. The Headquarters Agreement shall be independent of this Agreement. It shall, however, terminate:
  - (a) by agreement between the host Government and the Organization;
  - (b) in the event that the headquarters of the Organization is moved from the country of the host Government; or
  - (c) in the event that the Organization ceases to exist.

## CHAPTER VI—ACCOUNTS AND AUDIT

### ARTICLE 22

#### **Financial accounts**

1. For the operation and administration of this Agreement, there shall be established two accounts:

- (a) the Buffer Stock Account, and
- (b) the Administrative Account.

2. All the following receipts and expenditures in the creation, operation and maintenance of the Buffer Stock shall be brought into the Buffer Stock Account: contributions from members under article 28, borrowings for the Buffer Stock Account under article 8, repayment of principal and interest on such borrowings, revenues from sales of buffer stocks, interest on deposits of the Buffer Stock Account, stock acquisition costs, commissions, storage, transportation and handling charges, insurance, and costs of rotation. The Council may, however, by special vote, bring any other type of receipts or expenditures attributable to buffer stock transactions or operations into the Buffer Stock Account.

3. All other receipts and expenditures relating to the operation of this Agreement shall be brought into the Administrative Account. Such expenditures shall normally be met by contributions from members assessed in accordance with article 25.

4. The Organization shall not be liable for the expenses of delegations or observers to the Council or to any committee established under article 19.

### ARTICLE 23

#### **Form of payment**

Cash payments to the Administrative and Buffer Stock Accounts shall be payable in freely usable currencies or currencies which are convertible in the major foreign exchange markets into freely usable currencies, and shall be exempt from foreign exchange restrictions.

### ARTICLE 24

#### **Audit**

1. The Council shall appoint auditors for the purpose of auditing its books of account.

2. An independently audited statement of the Administrative and Buffer Stock Accounts shall be made available to members as soon as possible, but not earlier than three months, after the close of each financial year and be considered for approval by the Council at its next session as appropriate. A summary of the audited accounts and balance sheet shall thereafter be published.



## CHAPTER VII—THE ADMINISTRATIVE ACCOUNT

### ARTICLE 25

#### **Budget contributions**

1. The Council shall at its first session after the entry into force of this Agreement approve the budget of the Administrative Account for the period between the date of entry into force and the end of the first financial year. Thereafter, during the second half of each financial year, the Council shall approve the budget of the Administrative Account for the following financial year. The Council shall assess the contribution of each member to that budget in accordance with paragraph 2 of this article.

2. The contribution of each member to the administrative budget for each financial year shall be in the proportion which the number of its votes at the time the administrative budget for that financial year is approved bears to the total votes of all the members. In assessing contributions, the votes of each member shall be calculated without regard to the suspension of any member's voting rights or any redistribution of votes resulting therefrom.

3. The initial contribution to the administrative budget of any Government which becomes a member after the entry into force of this Agreement shall be assessed by the Council on the basis of the number of votes to be held by it and the period remaining in the current financial year, but the assessment made upon other members shall not be altered.

### ARTICLE 26

#### **Payment of contributions to the administrative budget**

1. Contributions to the first administrative budget shall become due on a date to be decided by the Council at its first session. Contributions to subsequent administrative budgets shall become due on the first day of each financial year. The contribution of a Government which becomes a member after the entry into force of this Agreement, assessed in accordance with paragraph 3 of article 25, shall, for the financial year concerned, become due on a date to be decided by the Council.

2. If a member has not paid its full contribution to the administrative budget within two months after such contribution becomes due in accordance with paragraph 1 of this article, the Executive Director shall request that member to make payment as quickly as possible. If a member has not paid its contribution within two months after such request by the Executive Director, its voting rights in the Organization shall be suspended unless the Council, by special vote, decides otherwise. If a member has still not paid its contribution within four months after such request by the Executive Director, all rights of that member under this Agreement shall be suspended by the Council unless the Council, by special vote, decides otherwise.

3. For contributions received late, the Council shall levy an interest charge at the prime rate in the host country from the date the contributions

become due, or at the commercial rate in the event of borrowing under article 8, whichever is appropriate.

4. A member whose rights have been suspended under paragraph 2 of this article shall in particular remain liable to pay its contribution and to meet any other of its financial obligations under this Agreement.

## CHAPTER VIII—THE BUFFER STOCK

### ARTICLE 27

#### Size of the Buffer Stock

In order to achieve the objectives of this Agreement, an international Buffer Stock shall be established. The total capacity of the Buffer Stock shall be of 550,000 tonnes. It shall be the sole instrument of market intervention for price stabilization in this Agreement. The Buffer Stock shall comprise:

- (a) The normal Buffer Stock of 400,000 tonnes, and
- (b) The contingency Buffer Stock of 150,000 tonnes.

### ARTICLE 28

#### Financing of the Buffer Stock

1. Members commit themselves to finance the total cost of the international Buffer Stock of 550,000 tonnes established under article 27.

2. The financing of both the normal Buffer Stock and the contingency Buffer Stock shall be shared equally between the exporting and importing categories of members. Contributions of members to the Buffer Stock Account shall be apportioned according to their shares of the votes in the Council, except as provided for in paragraphs 3 and 4 of this article.

3. Any importing member whose share of total net imports as set out in the table to be established by the Council under paragraph 4 of article 15 represents 0·1 per cent or less of total net imports shall contribute to the Buffer Stock Account as follows:

- (a) If its share of total net imports is less than or equal to 0·1 per cent but more than 0·05 per cent, such member shall contribute an amount assessed on the basis of its actual share of total net imports;
- (b) If its share of total net imports is 0·05 per cent or less, such member shall contribute an amount assessed on the basis of a share of 0·05 per cent of total net imports.

4. During any period in which this Agreement is in force provisionally either under paragraph 2 or subparagraph (b) of paragraph 4 of article 61, the financial commitment of each exporting or importing member to the Buffer Stock Account shall not in total exceed that member's contribution, calculated on the basis of the number of votes corresponding to the percentage shares set out in the tables to be established by the Council under

paragraph 4 of article 15, of the totals of 275,000 tonnes falling to the exporting and importing categories of members respectively. The financial obligations of members when this Agreement is in force provisionally shall be shared equally by exporting and importing categories of members. At any time when the aggregate commitment of one category exceeds that of the other, the larger of the two aggregates shall be brought equal to the smaller of the two aggregates, each member's votes in that aggregate being reduced in proportion to the shares of votes derived from the tables to be established by the Council under paragraph 4 of article 15.

5. The total costs of the normal Buffer Stock of 400,000 tonnes shall be financed by contributions by members in cash to the Buffer Stock Account. Such contributions may, when relevant, be paid by the appropriate agencies of members concerned.

6. The total costs of the contingency Buffer Stock of 150,000 tonnes shall be financed by contributions by members in the form of:

- (a) cash borrowed from commercial sources by the Council upon the security of both stock warrants and government guarantees/government undertakings, and/or
- (b) cash.

Such contributions may, when relevant, be provided by the appropriate agencies of members concerned.

7. The choice under subparagraph (a) or (b) of paragraph 6 of this article, or both, shall be at the discretion of each member; in all cases, the cash shall be deposited in the Buffer Stock Account. In the case of borrowing under subparagraph (a) of paragraph 6, the value of stock warrants, as a proportion of the value of the total Buffer Stock at the time, shall not exceed those members' proportionate shares of votes in the Council. Members on whose behalf the Council has undertaken commercial borrowing under subparagraph (a) of paragraph 6 shall be responsible for all their respective liabilities arising from such borrowing.

8. The total costs of the 550,000-tonne international Buffer Stock shall be paid from the Buffer Stock Account. Such costs shall include all expenses involved in acquiring and operating the 550,000 tonne international Buffer Stock. In the event that the estimated cost, as given in annex C to this Agreement, cannot fully cover the total cost of acquisition and operations of the Buffer Stock, the Council shall meet and make the necessary arrangements to call up the required contributions to cover such costs according to percentage shares of votes.

## ARTICLE 29

### **Payment of contributions to the Buffer Stock Account**

1. There shall be an initial contribution in cash to the Buffer Stock Account equivalent to 70 million Malaysian ringgits. This contribution shall be apportioned among all members according to their percentage shares of votes

taking in consideration paragraph 3 of article 28. The contribution shall be called as soon as the Executive Director has been informed by all members that they are in a position to meet the financial requirements, within 18 months from the date of provisional entry into force of this Agreement. These initial contributions shall be due 45 days after the Executive Director calls for them.

2. The Executive Director may at any time call for contributions provided that the Buffer Stock Manager has certified that the Buffer Stock Account may require such funds in the next four months.

3. When a contribution is called, it shall be due from members within 30 days of the date of notification. If requested by any member or members accounting for 200 votes in the Council, the Council shall meet in special session and may modify or disapprove the call-up based on an assessment of the need for funds to support buffer stock operations in the next three months. If the Council cannot reach a decision, contributions shall be due from members in accordance with the Executive Director's decision.

4. Contributions called up for the normal and the contingency Buffer Stock shall be valued at the lower trigger action price in effect at the time such contributions are called.

5. The call-up of contributions to the contingency Buffer Stock shall be handled as follows:

- (a) At the 300,000-tonne review provided for in article 32, the Council shall:
  - (i) receive a statement from each member regarding the method by which it will finance its share of the contingency Buffer Stock pursuant to article 28, and
  - (ii) make all financial and other arrangements which may be necessary for the prompt implementation of the contingency Buffer Stock including call-up of funds if necessary.
- (b) At the 400,000-tonne review provided for in article 32, the Council shall ensure that:
  - (i) all members have provided financing for their respective shares of the contingency Buffer Stock, and
  - (ii) the contingency Buffer Stock has been invoked and is fully primed for action in accordance with the terms of article 31.

## ARTICLE 30

### Price range

1. There shall be established, for the operations of the Buffer Stock:
- (a) a reference price,
  - (b) a lower intervention price,
  - (c) an upper intervention price,
  - (d) a lower trigger action price,

- (e) an upper trigger action price,
- (f) a lower indicative price, and
- (g) an upper indicative price.

2. The reference price shall, on the entry into force of this Agreement, be initially fixed at 210 Malaysian/Singapore cents per kilogramme. It shall be reviewed and revised in accordance with section A of article 32.

3. There shall be an upper intervention price and a lower intervention price calculated respectively at plus and minus 15 per cent of the reference price unless the Council, by special vote, decides otherwise.

4. There shall be an upper trigger action price and a lower trigger action price calculated respectively at plus and minus 20 per cent of the reference price unless the Council, by special vote, decides otherwise.

5. The prices calculated in paragraphs 3 and 4 of this article shall be rounded to the nearest cent.

6. Except as otherwise provided for in this Agreement, the lower indicative price shall be 150 Malaysian/Singapore cents per kilogramme, and the upper indicative price shall be 270 Malaysian/Singapore cents per kilogramme, for the first 30 months after the entry into force of this Agreement.

## ARTICLE 31

### **Operation of the Buffer Stock**

1. If, in relation to the price range provided for in article 30, or as subsequently revised in accordance with the provisions of articles 32 and 40, the market indicator price provided for in article 33 is:

- (a) at or above the upper trigger action price, the Buffer Stock Manager shall defend the upper trigger action price by offering natural rubber for sale until the market indicator price falls below the upper trigger action price;
- (b) above the upper intervention price, the Buffer Stock Manager may sell natural rubber in defence of the upper trigger action price;
- (c) at the upper or lower intervention price, or between them, the Buffer Stock Manager shall neither buy nor sell natural rubber, except in order to carry out his responsibilities for rotation under article 36;
- (d) below the lower intervention price, the Buffer Stock Manager may buy natural rubber in defence of the lower trigger action price;
- (e) at or below the lower trigger action price, the Buffer Stock Manager shall defend the lower trigger action price by offering to buy natural rubber until the market indicator price exceeds the lower trigger action price.

2. When sales or purchases for the Buffer Stock reach the 400,000-tonne level, the Council shall, by special vote, decide whether to bring the contingency Buffer Stock into operation at:

- (a) the lower or upper trigger action price, or

(b) any price between the lower trigger action price and the lower indicative price, or the upper trigger action price and the upper indicative price.

3. Unless the Council, by special vote, decides otherwise under paragraph 2 of this article, the Buffer Stock Manager shall use the contingency Buffer Stock to defend the lower indicative price by bringing the contingency Buffer Stock into operation when the market indicator price is at a level midway between the lower indicative price and the lower trigger action price, and to defend the upper indicative price by bringing the contingency Buffer Stock into operation when the market indicator price is at a level midway between the upper indicative price and the upper trigger action price.

4. The total facilities of the Buffer Stock, including the normal Buffer Stock and the contingency Buffer Stock, shall be fully utilized to ensure that the market indicator price does not fall below the lower indicative price or rise above the upper indicative price.

5. Sales and purchases by the Buffer Stock Manager shall be effected through established commercial markets at prevailing prices, and all his transactions shall be in physical rubber for delivery not later than three calendar months forward.

6. To facilitate the operation of the Buffer Stock, the Council shall establish branch offices and such facilities of the Buffer Stock Manager's office, where necessary, in established rubber markets and approved warehouse locations.

7. The Buffer Stock Manager shall prepare a monthly report on buffer stock transactions and the Buffer Stock Account's financial position. Sixty days after the end of each month, the report for that month shall be made available to members.

8. The information on buffer stock transactions shall include quantities, prices, types, grades and markets of all buffer stock operations, including rotations effected. The information on the Buffer Stock Account's financial position shall also include interest rates on and terms and conditions of deposits and loans, the currencies operated in and other relevant information on the items referred to in paragraph 2 of article 22.

## ARTICLE 32

### Review and revision of the price range

#### A. Reference price

1. Review and revision of the reference price shall be based on market trends and/or net changes in the Buffer Stock, subject to the provisions of this section of this article. The reference price shall be reviewed by the Council every 18 months after the entry into force of this Agreement.

(a) If the average of the daily market indicator prices over the six-month period prior to a review is at the upper intervention price, at the lower intervention price or between these two prices, no revision of the reference price shall take place.

- (b) If the average of the daily market indicator prices over the six-month period prior to a review is below the lower intervention price, the reference price shall be automatically revised downwards by 5 per cent of its level at the time of the review, unless the Council, by special vote, decides on a different percentage adjustment downwards of the reference price.
- (c) If the average of the daily market indicator prices over the six-month period prior to a review is above the upper intervention price, the reference price shall be automatically revised upwards by 5 per cent of its level at the time of the review, unless the Council, by special vote, decides on a different percentage adjustment upwards of the reference price.

2. Following a net change in the Buffer Stock of 100,000 tonnes since the last assessment under this paragraph or the entry into force of this Agreement, the Executive Director shall convene a special session of the Council to assess the situation. The Council may, by special vote, decide to take appropriate measures which may include:

- (a) suspension of buffer stock operations;
- (b) change in the rate of buffer stock purchases or sales; and
- (c) revision of the reference price.

3. If net buffer stock purchases or sales amounting to 300,000 tonnes have taken place since (a) the entry into force of this Agreement, (b) the last revision under this paragraph, or (c) the last revision under paragraph 2 of this article, whichever is most recent, the reference price shall be lowered or raised, respectively, by 3 per cent of its current level unless the Council, by a special vote, decides to lower or raise it, respectively, by a different percentage amount.

4. Any adjustments of the reference price for any reason shall not be such as to allow the trigger action prices to breach the lower or upper indicative prices.

#### B. *Indicative prices*

5. The Council may, by special vote, revise the lower and upper indicative prices at reviews provided for in this section of this article.

6. The Council shall ensure that any revision of indicative prices is consistent with evolving market trends and conditions. In this connexion, the Council shall take into consideration the trend of natural rubber prices, consumption, supply, production costs and stocks, as well as the quantity of natural rubber held in the Buffer Stock and the financial position of the Buffer Stock Account.

7. The lower and upper indicative prices shall be reviewed:
- (a) every 30 months after the entry into force of this Agreement;
  - (b) in exceptional circumstances, at the request of a member or members accounting for 200 or more votes in the Council; and
  - (c) when the reference price has been revised (i) downwards since the last revision of the lower indicative price or the entry into force of

this Agreement, or (ii) upwards since the last revision of the upper indicative price or the entry into force of this Agreement, by at least 3 per cent under paragraph 3 of this article and at least 5 per cent under paragraph 1 of this article, or by at least this amount under paragraphs 1, 2 and/or 3 of this article, provided that the average of the daily market indicator price for the 60 days subsequent to the last revision of the reference price is either below the lower intervention price or above the upper intervention price, respectively.

8. Notwithstanding paragraphs 5, 6 and 7 of this article, there shall be no upward revision in the lower or upper indicative price if the average of the daily market indicator prices over the six-month period prior to a review of the price range under this article is below the reference price. Similarly, there shall be no downward revision in the lower or upper indicative price if the average of the daily market indicator prices over the six-month period prior to a review of the price range under this article is above the reference price.

### ARTICLE 33

#### **Market indicator price**

1. There shall be established a daily market indicator price which shall be a composite, weighted average—reflecting the market in natural rubber—of daily official current-month prices on the Kuala Lumpur, London, New York and Singapore markets. Initially, the daily market indicator price shall comprise RSS 1, RSS 3 and TSR 20 and their weighting shall be equal. All quotations shall be converted into f.o.b. Malaysian/Singapore ports in Malaysian/Singapore currency.

2. The type/grade composition weightings and method of computing the daily market indicator price shall be reviewed and may, by special vote, be revised by the Council to ensure that it reflects the market in natural rubber.

3. The market indicator price shall be deemed above, at or below price levels specified in this Agreement if the average of the daily market indicator prices for the last five market days is above, at or below such price levels.

### ARTICLE 34

#### **Composition of buffer stocks**

1. At its first session after the entry into force of this Agreement, the Council shall name the internationally recognized standard grades and types of ribbed smoked sheets and technically specified rubbers for inclusion in the Buffer Stock, provided that the following criteria are met:

- (a) the lowest grade and type of natural rubber authorized for inclusion in the Buffer Stock shall be RSS 3 and TSR 20; and
- (b) all grades and types allowed under subparagraph (a) of this paragraph which account for at least 3 per cent of the previous calendar year's international trade in natural rubber shall be named.



2. The Council may, by special vote, change these criteria and/or selected types/grades, if necessary to ensure that the composition of the Buffer Stock reflects the evolving market situation, attainment of the stabilization objectives of this Agreement and the need to maintain a high commercial standard of quality of buffer stocks.

3. The Buffer Stock Manager should attempt to ensure that the composition of the Buffer Stock reflects export/import patterns of natural rubber, while promoting the stabilization objectives of this Agreement.

4. The Council may, by special vote, direct the Buffer Stock Manager to change the composition of the Buffer Stock if the objective of price stabilization so dictates.

#### ARTICLE 35

##### **Location of buffer stocks**

1. The location of buffer stocks shall ensure economic and efficient commercial operations. In accordance with this principle, the buffer stocks shall be located in the territory of both exporting and importing members. The distribution of the buffer stocks among the members shall be effected in such a way as to attain the stabilization objectives of this Agreement while minimizing costs.

2. In order to maintain high commercial quality standards, buffer stocks shall be stored only in warehouses approved on the basis of criteria to be decided by the Council.

3. After the entry into force of this Agreement, the Council shall establish and approve a list of warehouses and the necessary arrangements for their use. The Council shall review this list periodically.

4. The Council shall also periodically review the location of the buffer stocks and may, by special vote, direct the Buffer Stock Manager to change the location of the buffer stocks to ensure economic and efficient commercial operations.

#### ARTICLE 36

##### **Rotation of buffer stocks**

The Buffer Stock Manager shall ensure that all buffer stocks are purchased and maintained at a high commercial standard of quality. He shall rotate natural rubber stored in the Buffer Stock as necessary to ensure such standards, taking into appropriate consideration the cost of such rotation and its impact on the stability of the market. The costs of rotation shall be brought into the Buffer Stock Account.

#### ARTICLE 37

##### **Restriction or suspension of buffer stock operations**

1. Notwithstanding the provisions of article 31, the Council, if in session, may, by special vote, restrict or suspend the operations of the Buffer Stock,

if in its opinion the discharge of the obligations laid upon the Buffer Stock Manager by that article will not achieve the objectives of this Agreement.

2. If the Council is not in session, the Executive Director may, after consultation with the Chairman, restrict or suspend operations of the Buffer Stock, if in his opinion the discharge of the obligations laid upon the Buffer Stock Manager by article 31 will not achieve the objectives of this Agreement.

3. Immediately after a decision to restrict or suspend operations of the Buffer Stock under paragraph 2 of this article, the Executive Director shall convene a session of the Council to review such decision. Notwithstanding the provisions of paragraph 4 of article 14, the Council shall meet within seven days after the date of restriction or suspension and shall, by special vote, confirm or cancel such restriction or suspension. If the Council cannot come to a decision at that session, buffer stock operations shall be resumed without any restriction imposed under this article.

#### ARTICLE 38

##### **Penalties relating to contributions to the Buffer Stock Account**

1. If a member does not fulfil its obligation to contribute to the Buffer Stock Account by the date such contribution becomes due, it shall be considered to be in arrears. A member in arrears for 60 days or more shall not count as a member for the purpose of voting on matters covered in paragraph 2 of this article.

2. The voting and other rights in the Council of a member in arrears for 60 days or more under paragraph 1 of this article shall be suspended, unless the Council, by special vote, decides otherwise.

3. A member in arrears shall bear interest charges at the prime rate in the host country beginning on the day such payments become due, unless these arrears are met by borrowing by the Council under article 8, in which case that member in arrears shall bear the interest costs associated with such borrowing. Coverage of arrears by the remaining importing and exporting members shall be on a voluntary basis.

4. When the default has been remedied to the satisfaction of the Council, the voting and other rights of the member in arrears for 60 days or more shall be restored. If the arrears have been made good by other members, these members shall be fully reimbursed.

#### ARTICLE 39

##### **Adjustments of contributions to the Buffer Stock Account**

1. When the votes are redistributed at the first session in each financial year the Council shall make the necessary adjustment of each member's contribution to the Buffer Stock Account in accordance with the provisions of this article. For this purpose, the Executive Director shall determine:

- (a) the net contribution of each member, by subtracting refunds of contributions to that member in accordance with paragraph 2 of this article from the sum of all contributions made by that member since the entry into force of this Agreement;
- (b) total net contributions, by summing the net contributions of all members; and
- (c) the revised net contribution for each member, by apportioning the total net contributions among members on the basis of each member's revised voting share in the Council pursuant to article 15, subject to paragraph 3 of article 28, provided that the voting share of each member shall, for the purpose of this article, be calculated without regard to the suspension of any member's voting rights or any redistribution of votes resulting therefrom.

Where a member's net contribution exceeds its revised net contribution, a refund of the difference shall be made to that member from the Buffer Stock Account. Where a member's revised net contribution exceeds its net contribution, a payment of the difference shall be made by that member to the Buffer Stock Account.

2. If the Council, having regard to paragraphs 2 and 3 of article 29, decides that there are net contributions in excess of funds required to support buffer stock operations within the next four months, the Council shall refund such excess net contributions less initial contributions unless it decides, by special vote, either to make no such refund or to refund a smaller amount. Members' shares of the amount to be refunded shall be in proportion to their net cash contributions.

3. At the request of a member, the refund to which it is entitled may be retained in the Buffer Stock Account. If a member requests that its refund be retained in the Buffer Stock Account, this amount shall be credited against any additional contribution requested in accordance with article 29.

4. The Executive Director shall immediately notify members of any required payments or refunds resulting from adjustments made in accordance with paragraphs 1 and 2 of this article. Such payments by members or refunds to members shall be made within 60 days from the date the Executive Director issues such notification.

5. In the event that the amount of cash in the Buffer Stock Account, after repayment of borrowing, if any, exceeds the value of total net contributions paid by members, such surplus funds shall be distributed upon termination of this Agreement.

#### ARTICLE 40

##### **The Buffer Stock and changes in exchange rates**

1. In the event that the exchange rate between the Malaysian ringgit/ Singapore dollar and the currencies of the major natural rubber exporting and importing members changes to the extent that the operations of the Buffer Stock are significantly affected, the Executive Director shall, in

accordance with article 37, or members may, in accordance with article 14, call for a special session of the Council. The Council shall meet within 10 days to confirm or cancel measures already taken by the Executive Director pursuant to article 37, and may, by special vote, decide to take appropriate measures, including the possibility of revising the price range, pursuant to the principles of the first sentences of paragraphs 1 and 6 of article 32.

2. The Council shall, by special vote, establish a procedure to determine a significant change in the parities of these currencies for the sole purpose of ensuring the timely convening of the Council.

3. In the event that there is a divergency between the Malaysian ringgit and the Singapore dollar to the extent that buffer stock operations are significantly affected, the Council shall meet to review the situation and may consider the adoption of a single currency.

#### ARTICLE 41

##### **Liquidation procedures for the Buffer Stock Account**

1. On termination of this Agreement, the Buffer Stock Manager shall estimate the total expense of liquidating or transferring to a new international natural rubber agreement the assets of the Buffer Stock Account in accordance with the provisions of this article, and shall reserve that amount in a separate account. If these balances are inadequate, the Buffer Stock Manager shall sell a sufficient quantity of natural rubber in the Buffer Stock to provide the additional sum required.

2. Each member's share in the Buffer Stock Account shall be calculated as follows:

- (a) the value of the Buffer Stock shall be the value of the total quantity of natural rubber of each type/grade therein, calculated at the lowest of the current prices of the respective types/grades on markets referred to in article 33 during the 30 market days preceding the date of termination of this Agreement;
- (b) the value of the Buffer Stock Account shall be the value of the Buffer Stock plus the cash assets of the Buffer Stock Account on the date of the termination of this Agreement less any amount reserved under paragraph 1 of this article;
- (c) each member's net contribution shall be the sum of its contributions throughout the duration of this Agreement less all refunds made under article 39;
- (d) if the value of the Buffer Stock Account is either greater or less than total net contributions, the surplus or deficit, as the case may be, shall be allocated among members in proportion to each member's time-weighted net contribution share under this Agreement;
- (e) each member's share in the Buffer Stock Account shall comprise its net contribution, reduced or increased by its shares in deficits or

surpluses in the Buffer Stock Account, and reduced by its share of liability, if any, for outstanding loans drawn by the Council on that member's behalf.

3. If this Agreement is to be immediately replaced with a new international natural rubber agreement, the Council shall, by special vote, adopt procedures to ensure efficient transfer to the new agreement, as required by that agreement, of shares in the Buffer Stock Account of members which intend to participate in the new agreement. Any member which does not wish to participate in the new agreement shall be entitled to the payment of its share:

- (a) from available cash in proportion to its percentage share of the total net contributions to the Buffer Stock Account, within two months; and
- (b) from the net proceeds from the disposal of the buffer stocks, by way of orderly sales or by way of transfer to the new international natural rubber agreement at current market prices, which must be concluded within 12 months;

unless the Council decides, by special vote, to increase payments under subparagraph (a) of this paragraph.

4. If this Agreement terminates without being replaced by a new international natural rubber agreement which provides for a buffer stock, the Council shall, by special vote, adopt procedures to govern orderly disposal of the Buffer Stock within the maximum period specified in paragraph 7 of article 67, subject to the following constraints:

- (a) no further purchases of natural rubber shall be made;
- (b) the Organization shall incur no new expenses except those necessary to dispose of the Buffer Stock.

5. Subject to an election by any member to take natural rubber in accordance with paragraph 6 of this article, any cash which remains in the Buffer Stock Account shall be forthwith distributed to members in proportion to their shares as determined in paragraph 2 of this article.

6. In lieu of all or part of a cash payment, each member may elect to take its share in the assets of the Buffer Stock Account in natural rubber, subject to procedures adopted by the Council.

7. The Council shall adopt appropriate procedures for adjustment and payment of members' shares in the Buffer Stock Account. This adjustment shall account for:

- (a) any discrepancy between the price of natural rubber specified in subparagraph (a) of paragraph 2 of this article and the prices at which part or all of the Buffer Stock is sold pursuant to procedures for disposal of the Buffer Stock; and
- (b) the difference between estimated and actual liquidation expenses.

8. The Council shall, within 30 days following final transactions of the Buffer Stock Account, meet to effect final settlement of accounts among members within 30 days thereafter.

## CHAPTER IX—RELATIONSHIP WITH THE COMMON FUND

### ARTICLE 42

#### **Relationship with the Common Fund**

When the Common Fund becomes operational, the Council shall take full advantage of the facilities of the Common Fund according to the principles set out therein. The Council shall for this purpose negotiate with the Common Fund mutually acceptable terms and modalities for an association agreement to be signed with the Common Fund.

## CHAPTER X—SUPPLY MEASURES

### ARTICLE 43

#### **Supply availability**

1. Exporting members to the fullest extent possible undertake to pursue policies and programmes which ensure continuous availability to consumers of natural rubber supplies.

2. Exporting members shall continue to seek to upgrade natural rubber and to achieve uniformity in quality specifications and presentation of natural rubber, in accordance with technological and market developments.

3. In the event of a potential shortage of natural rubber developing, the Council may make recommendations to relevant members on possible appropriate steps to ensure as rapid an increase as possible in natural rubber supplies.

### ARTICLE 44

#### **Other measures**

1. With a view to achieving the objectives of this Agreement, the Council shall identify and propose appropriate measures and techniques directed towards promoting the development of the natural rubber economy by producing members through expanded and improved production, productivity and marketing, thereby increasing the export earnings of producing members while at the same time improving the reliability of supply.

2. For this purpose, the Committee on Other Measures shall undertake economic and technical analyses in order to identify :

- (a) natural rubber research and development programmes and projects of benefit to exporting and importing members, including scientific research in specific areas;
- (b) programmes and projects to improve the productivity of the natural rubber industry;

- (c) ways and means to upgrade natural rubber supplies and achieve uniformity in quality specification and presentation of natural rubber; and
- (d) methods of improving the processing, marketing and distribution of raw natural rubber.

3. The Council shall consider the financial implications of such measures and techniques and seek to promote and facilitate the provision of adequate financial resources, as appropriate, from such sources as international financial institutions and the Second Account of the Common Fund when established.

4. The Council may make recommendations, as appropriate, to members, international institutions and other organizations to promote the implementation of specific measures under this article.

5. The Committee on Other Measures shall periodically review the progress of those measures which the Council decides to promote and recommend, and shall report thereon to the Council.

## CHAPTER XI—CONSULTATION ON DOMESTIC POLICIES

### ARTICLE 45

#### **Consultation**

The Council shall consult, at the request of any member, on government natural rubber policies directly affecting supply or demand. The Council may submit its recommendations to members for their consideration.

## CHAPTER XII—STATISTICS, STUDIES AND INFORMATION

### ARTICLE 46

#### **Statistics and information**

1. The Council shall collect, collate and as necessary publish such statistical information on natural rubber and related areas as is necessary for the satisfactory operation of this Agreement.

2. Members shall promptly and to the fullest extent possible furnish to the Council available data concerning production, consumption and international trade in natural rubber by specific grades.

3. The Council may also request members to furnish other information, including information on related areas, which may be required for the satisfactory operation of this Agreement.

4. Members shall furnish all the above-mentioned statistics and information within a reasonable time to the fullest extent possible not inconsistent with their national legislation.

5. The Council shall establish close relationships with appropriate international organizations, including the International Rubber Study Group, and with commodity exchanges in order to help ensure the availability of recent and reliable data on production, consumption, stocks, international trade and prices of natural rubber, and other factors that influence demand and supply of natural rubber.

6. The Council shall endeavour to ensure that no information published shall prejudice the confidentiality of the operations of persons or companies producing, processing or marketing natural rubber or related products.

#### ARTICLE 47

##### **Annual assessment, estimates and studies**

1. The Council shall prepare and publish an annual assessment on the world natural rubber situation and related areas in the light of the information supplied by members and from all relevant intergovernmental and international organizations.

2. At least once in every half year, the Council shall also estimate production, consumption, exports and imports of natural rubber of all types and grades for the following six months. It shall inform the members of these estimates.

3. The Council shall undertake, or make appropriate arrangements to undertake, studies of trends in natural rubber production, consumption, trade, marketing and prices, as well as of the short-term and long-term problems of the world natural rubber economy.

#### ARTICLE 48

##### **Annual review**

1. The Council shall annually review the operation of this Agreement in the light of the objectives set out in article 1. It shall inform members of the results of the review.

2. The Council may then formulate recommendations to members, and thereafter take measures within its competence to improve the effectiveness of the operation of this Agreement.

### CHAPTER XIII—MISCELLANEOUS

#### ARTICLE 49

##### **General obligations of members**

1. Members shall for the duration of this Agreement use their best endeavours and co-operate to promote the attainment of the objectives of this Agreement and shall not take any action in contradiction to those objectives.



2. Members shall in particular seek to improve the conditions of the natural rubber economy and to encourage the production and use of natural rubber in order to promote the growth and the modernization of the natural rubber economy for the mutual benefit of producers and consumers.

3. Members shall accept as binding all decisions of the Council under this Agreement and will not implement measures which would have the effect of limiting or running counter to those decisions.

#### ARTICLE 50

##### **Obstacles to trade**

1. The Council shall, in accordance with the annual assessment of the world natural rubber situation referred to in article 47, identify any obstacles to the expansion of trade in natural rubber in its raw, semi-processed or modified forms.

2. The Council may, in order to further the purposes of this article, make recommendations to members to seek in appropriate international fora mutually acceptable practical measures designed to remove progressively, and where possible eliminate, such obstacles. The Council shall periodically examine the results of such recommendations.

#### ARTICLE 51

##### **Transportation and market structure of natural rubber**

The Council should encourage and facilitate the promotion of reasonable and equitable freight rates and improvements in the transport system, so as to provide regular supplies to markets and to effect savings in the cost of the products marketed.

#### ARTICLE 52

##### **Differential and remedial measures**

Developing importing members, and least developed countries which are members, whose interests are adversely affected by measures taken under this Agreement may apply to the Council for appropriate differential and remedial measures. The Council shall consider taking such appropriate measures in accordance with paragraphs 3 and 4 of section III of resolution 93 (IV) of the United Nations Conference on Trade and Development.

#### ARTICLE 53

##### **Relief from obligations**

1. Where it is necessary on account of exceptional circumstances or emergency or *force majeure* not expressly provided for in this Agreement, the Council may, by special vote, relieve a member of an obligation under this Agreement if it is satisfied by an explanation from that member regarding the reasons why the obligation cannot be met.

2. The Council, in granting relief to a member under paragraph 1 of this article, shall state explicitly the terms and conditions on which, and the period for which, the member is relieved of such obligation, and the reasons for which the relief is granted.

#### ARTICLE 54

##### **Fair labour standards**

Members declare that they will endeavour to maintain labour standards designed to improve the levels of living of labour in their respective natural rubber sectors.

### CHAPTER XIV—COMPLAINTS AND DISPUTES

#### ARTICLE 55

##### **Complaints**

1. Any complaint that a member has failed to fulfil its obligations under this Agreement shall, at the request of the member making the complaint, be referred to the Council, which, subject to prior consultation with the members concerned, shall take a decision on the matter.

2. Any decision by the Council that a member is in breach of its obligations under this Agreement shall specify the nature of the breach.

3. Whenever the Council, whether as the result of a complaint or otherwise, finds that a member has committed a breach of this Agreement, it may, by special vote, and without prejudice to such other measures as are specifically provided for in other articles of this Agreement :

(a) Suspend that member's voting rights in the Council and, if it deems necessary, suspend any other rights of such member, including that of holding office in the Council or in any committee established under article 19, and of being eligible for membership of such committees, until it has fulfilled its obligations; or

(b) Take action under article 65, if such breach significantly impairs the operation of this Agreement.

#### ARTICLE 56

##### **Disputes**

1. Any dispute concerning the interpretation or application of this Agreement which is not settled among the members involved shall, at the request of any member 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 members holding at least one third

of the total votes may require the Council, after discussion, to seek the opinion of an advisory panel constituted under paragraph 3 of this article on the issue in dispute before giving its decision.

3. (a) Unless the Council, by special vote, decides otherwise, the advisory panel shall consist of five persons as follows:
  - (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 members;
  - (ii) two such persons nominated by the importing members; and
  - (iii) a chairman selected unanimously by the four persons nominated under (i) and (ii) of this subparagraph or, if they fail to agree, by the Chairman of the Council.
- (b) Nationals of members and of non-members shall be eligible to serve on the advisory panel.
- (c) Persons appointed to the advisory panel shall act in their personal capacities and without instructions from any government.
- (d) The expenses of the advisory panel shall be paid by the Organization.

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, by special vote, decide the dispute.

## CHAPTER XV—FINAL PROVISIONS

### ARTICLE 57

#### **Signature**

*This Agreement shall be open for signature at United Nations Headquarters from 2 January to 30 June 1980 inclusive by the Governments invited to the United Nations Conference on Natural Rubber, 1978.*

### ARTICLE 58

#### **Depositary**

The Secretary-General of the United Nations is hereby designated as the depositary of this Agreement.

### ARTICLE 59

#### **Ratification, acceptance and approval**

1. This Agreement shall be subject to ratification, acceptance or approval by the signatory Governments in accordance with their respective constitutional or institutional procedures.

2. Instruments of ratification, acceptance or approval shall be deposited with the depositary not later than 30 September 1980. The Council may, however, grant extensions of time to signatory Governments which have been unable to deposit their instruments by that date.

3. Each Government depositing an instrument of ratification, acceptance or approval shall, at the time of such deposit, declare itself to be an exporting member or an importing member.

## ARTICLE 60

### Notification of provisional application

1. A signatory Government which intends to ratify, accept or approve this Agreement, or a Government for which the Council has established conditions for accession but which has not yet been able to deposit its instrument, may at any time notify the depositary that it will fully apply this Agreement provisionally, either when it enters into force in accordance with article 61, or if it is already in force, at a specified date.

2. Notwithstanding the provisions of paragraph 1 of this article, a Government may provide in its notification of provisional application that it will apply this Agreement only within the limitations of its constitutional and/or legislative procedures. However, such Government shall meet all its financial obligations pertaining to the Administrative Account. The provisional membership of a Government which notifies in this manner shall not exceed 18 months from the provisional entry into force of this Agreement. In case of the need for a call-up of funds for the Buffer Stock Account within the 18-month period, the Council shall decide on the status of a Government holding provisional membership under this paragraph.

## ARTICLE 61

### Entry into force

1. This Agreement shall enter into force definitively on 1 October 1980 or on any date thereafter<sup>(2)</sup>, if by that date Governments accounting for at least 80 per cent of net exports as set out in annex A to this Agreement, and Governments accounting for at least 80 per cent of net imports as set out in annex B to this Agreement have deposited their instruments of ratification, acceptance, approval or accession, or have assumed full financial commitment to this Agreement.

2. This Agreement shall enter into force provisionally on 1 October 1980, or on any date within two years thereafter<sup>(3)</sup>, if by that date Governments accounting for at least 65 per cent of net exports as set out in annex A to this Agreement, and Governments accounting for at least 65 per cent of net imports as set out in annex B to this Agreement, have deposited their instruments of ratification, acceptance or approval, or have notified the depositary under article 60 that they will apply this Agreement provisionally. The Agreement shall remain in force provisionally up to a maximum of

---

<sup>(2)</sup> The Agreement entered into force definitively on 15 April 1982.

<sup>(3)</sup> The Agreement entered into force provisionally on 23 October 1980.

18 months, unless it enters into force definitively under paragraph 1 of this article or the Council decides otherwise in accordance with paragraph 4 of this article.

3. If this Agreement does not come into force provisionally under paragraph 2 of this article within two years from 1 October 1980, the Secretary-General of the United Nations shall invite, at the earliest time he considers practicable after that date, the Governments which have deposited instruments of ratification, acceptance, approval or accession, or have notified him that they will apply this Agreement provisionally, and all others which participated in the United Nations Conference on Natural Rubber, 1978, to meet with a view to recommending whether or not those Governments in a position to do so should take the necessary steps to put this Agreement provisionally or definitively into force among themselves in whole or in part. If no conclusion is reached at this meeting, the Secretary-General may convene such further meetings as he considers appropriate.

4. If the requirements for definitive entry into force of this Agreement under paragraph 1 of this article have not been met within 18 calendar months of the Agreement's provisional entry into force under paragraph 2 of this article, the Secretary-General of the United Nations shall, at the earliest time he considers practicable, but before the end of the 18-month period mentioned above, convene those Governments which have deposited instruments of ratification, acceptance, approval or accession, or have notified him that they will apply this Agreement provisionally, and all others which participated in the United Nations Conference on Natural Rubber, 1978, to meet to review the future of this Agreement. Taking into account the recommendations of the meeting convened by the Secretary-General of the United Nations, the Council shall meet to decide the future of this Agreement. The Council shall, by special vote, then decide:

- (a) to put this Agreement definitively into force among the current members in whole or in part;
- (b) to keep this Agreement provisionally in force among the current members in whole or in part for an additional year; or
- (c) to renegotiate this Agreement.

If no decision is reached by the Council, this Agreement shall terminate at the expiry of the 18-month period.

5. For any Government that deposits its instrument of ratification, acceptance, approval or accession after the entry into force of this Agreement, it shall enter into force for that Government on the date of such deposit.

6. The Secretary-General of the United Nations shall convene the first session of the Council as soon as possible after the entry into force of this Agreement.

## ARTICLE 62

### Accession

1. This Agreement shall be open for accession by the Governments of all States upon conditions established by the Council, which shall include

a time limit for the deposit of instruments of accession. The Council may, however, grant extensions of time to Governments which are unable to deposit their instruments of accession by the time limit set in the conditions of accession.

2. Accession shall be effected by the deposit of an instrument of accession with the depositary.

## ARTICLE 63

### Amendments

1. The Council may, by special vote, recommend amendments of this Agreement to the members.

2. The Council shall fix a date by which members shall notify the depositary of their acceptance of the amendment.

3. An amendment shall enter into force 90 days after the depositary has received notifications of acceptance from members constituting at least two thirds of the exporting members and accounting for at least 85 per cent of the votes of the exporting members, and from members constituting at least two thirds of the importing members and accounting for at least 85 per cent of the votes of the importing members.

4. After the depositary informs the Council that the requirements for entry into force of the amendment have been met, and notwithstanding the provisions of paragraph 2 of this article relating to the date fixed by the Council, a member may still notify the depositary of its acceptance of the amendment, provided that such notification is made before the entry into force of the amendment.

5. Any member which has not notified its acceptance of an amendment by the date on which such amendment enters into force shall cease to be a contracting party as from that date, unless such member has satisfied the Council that its acceptance could not be obtained in time owing to difficulties in completing its constitutional or institutional procedures, and the Council decides to extend for that member the period for acceptance of the amendment. Such member shall not be bound by the amendment before it has notified its acceptance thereof.

6. If the requirements for the entry into force of the amendment have not been met by the date fixed by the Council in accordance with paragraph 2 of this article, the amendment shall be considered withdrawn.

## ARTICLE 64

### Withdrawal

1. A member may withdraw from this Agreement at any time after the entry into force of this Agreement by giving notice of withdrawal to the depositary. That member shall simultaneously inform the Council of the action it has taken.

2. One year after its notice is received by the depository, that member shall cease to be a contracting party to this Agreement.

## ARTICLE 65

### Exclusion

If the Council decides that any member is in breach of its obligations under this Agreement and decides further that such breach significantly impairs the operation of this Agreement, it may, by special vote, exclude that member from this Agreement. The Council shall immediately so notify the depository. One year after the date of the Council's decision, that member shall cease to be a contracting party to this Agreement.

## ARTICLE 66

### Settlement of accounts with withdrawing or excluded members or members unable to accept an amendment

1. In accordance with this article, the Council shall determine any settlement of accounts with a member which ceases to be a contracting party to this Agreement owing to:

- (a) non-acceptance of an amendment to this Agreement pursuant to article 63;
- (b) withdrawal from this Agreement pursuant to article 64; or
- (c) exclusion from this Agreement pursuant to article 65.

2. The Council shall retain any contribution paid to the Administrative Account by a member which ceases to be a contracting party to this Agreement.

3. The Council shall refund the share in the Buffer Stock Account in accordance with article 41 to a member which ceases to be a contracting party owing to non-acceptance of an amendment to this Agreement, withdrawal or exclusion, less its share in any surpluses.

- (a) Such refund to a member which ceases to be a contracting party owing to non-acceptance of an amendment to this Agreement shall be made one year after the amendment concerned enters into force.
- (b) Such refund to a member which withdraws shall be made within 60 days after that member ceases to be a contracting party to this Agreement, unless as a result of this withdrawal the Council decides to terminate this Agreement under paragraph 6 of article 67 prior to such a refund, in which case the provisions of article 41 and paragraph 7 of article 67 shall apply.
- (c) Such refund to a member which is excluded shall be made within 60 days after a member ceases to be a contracting party to this Agreement.

4. In the event that the Buffer Stock Account is unable to settle the payment in cash due under subparagraph (a), (b) or (c) of paragraph 3 of this article without either undermining the viability of the Buffer Stock Account or leading to a call-up of additional contributions from members to

cover such refunds, payment shall be deferred until the requisite amount of natural rubber in the Buffer Stock can be sold at or above the upper intervention price. In the event that, before the end of the one-year period specified in article 64, the Council informs a withdrawing member that payment will have to be deferred in accordance with this paragraph, the period of one year between notification of intention to withdraw and the actual withdrawal may, if the withdrawing member so wishes, be extended until such time as the Council informs that member that payment of its share can be effected within 60 days.

5. A member which has received an appropriate refund under this article shall not be entitled to any share of the proceeds of liquidation of the Organization. Nor shall such a member be liable for any deficit incurred by the Organization after such refund has been made.

## ARTICLE 67

### **Duration, extension and termination**

1. This Agreement shall remain in force for a period of five years after its entry into force, unless extended under paragraph 2, 3 or 4 of this article or terminated under paragraph 5 or 6 thereof.

2. Before the expiry of the five-year period referred to in paragraph 1 of this article, the Council may, by special vote, decide to extend this Agreement for a period not exceeding two years and/or to renegotiate it. The Council shall notify the depositary of any such decisions.

3. If, before the expiry of the five-year period referred to in paragraph 1 of this article, negotiations for a new agreement to replace this Agreement have not yet been concluded, the Council may, by special vote, extend this Agreement for a period not exceeding two years. The Council shall notify the depositary of any such extension.

4. If, before the expiry of the five-year period referred to in paragraph 1 of this article, a new agreement to replace this Agreement has been negotiated but has not yet entered into force either definitively or provisionally, the Council may, by special vote, extend this Agreement until the provisional or definitive entry into force of the new agreement, provided that this extension shall not exceed two years. The Council shall notify the depositary of any such extension.

5. If a new international natural rubber agreement is negotiated and enters into force during any period of extension of this Agreement pursuant to paragraph 2, 3 or 4 of this article, this Agreement, as extended, shall terminate upon the entry into force of the new agreement.

6. The Council may at any time, by special vote, decide to terminate this Agreement with effect from such date as it may determine. The Council shall notify the depositary of any such decision.

7. Notwithstanding the termination of this Agreement, the Council shall continue in being for a period not exceeding three years to carry out the liquidation of the Organization, including the settlement of accounts, and



the disposal of assets in accordance with the provisions of article 41 and subject to relevant decisions to be taken by special vote, and shall have during that period such powers and functions as may be necessary for these purposes.

#### **ARTICLE 68**

##### **Reservations**

Reservations may not be made with respect to any of the provisions of this Agreement.

#### **ARTICLE 69**

##### **Authentic texts of this Agreement**

The texts of this Agreement in the Chinese, English, French, Russian and Spanish languages<sup>(\*)</sup> shall be equally authentic.

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 Geneva, this sixth day of October, one thousand nine hundred and seventy-nine.

[For signatures and ratifications see pages 42 and 43]

---

<sup>(\*)</sup> When the Agreement has been registered with the United Nations, texts in the Chinese, French, Russian and Spanish languages will be published in the United Nations Treaty Series, available through Agency Section, Her Majesty's Stationery Office P.O. Box 276, London SW8 5DT. Tel. 01-622 3316.

SIGNATURES, NOTIFICATIONS OF PROVISIONAL APPLICATION, RATIFICATIONS, ACCEPTANCES, APPROVALS,  
NOTIFICATIONS OF FULL FINANCIAL COMMITMENT AND ACCESSIONS

<i>State</i>	<i>Date of Signature</i>	<i>Date of Deposit of Notification of Provisional Application</i>	<i>Date of Deposit of Instrument of Ratification, Acceptance (AC), Approval (AP) or Notification of Full Financial Commitment (n)</i>	<i>Date of Deposit of Instrument of Accession or Notification of Withdrawal (w)</i>
Australia ... ..	30 June 1980	9 Sept. 1980	24 Feb. 1982	
Belgium ... ..	27 June 1980	3 Oct. 1980*	15 Apr. 1982	
Brazil ... ..	30 June 1980	1 Oct. 1980*	14 Apr. 1982	
Canada ... ..	30 June 1980	7 Nov. 1980*	31 Dec. 1981	
China, People's Republic of ... ..	17 June 1980		15 Sept. 1980	
Czechoslovakia ... ..	30 June 1980		17 Sept. 1980 (AP)	
Denmark ... ..	12 May 1980		30 Sept. 1980	
European Economic Community† ... ..	30 May 1980	29 Sept. 1980	15 Apr. 1982 (AP)†	
Finland ... ..	16 June 1980	11 Nov. 1980	24 Aug. 1982 (AP)	
France ... ..	8 Jan. 1980	30 Sept. 1980*	8 Dec. 1981 (AP)	
Germany, Federal Republic of ... ..	27 June 1980	30 Sept. 1980*	30 Sept. 1981‡	
Indonesia ... ..	17 Mar. 1980		28 Aug. 1980	
Iraq ... ..				1 July 1981
Ireland, Republic of ... ..	25 June 1980		29 Sept. 1980	
Italy ... ..	30 June 1980	17 Nov. 1980*	15 Apr. 1982† 15 Apr. 1982 (n)	
Ivory Coast ... ..				23 Nov. 1981
Japan ... ..	17 Mar. 1980		13 June 1980 (AC)	
Liberia... ..	30 June 1980			

Luxembourg	...	...	...	...	27 June 1980	3 Oct. 1980*	15 Apr. 1982	
Malaysia	...	...	...	...	28 Jan. 1980		29 Jan. 1980	
Mexico	...	...	...	...	25 June 1980		24 Feb. 1981	
Morocco	...	...	...	...	26 June 1980			
Netherlands	...	...	...	...	26 June 1980	30 Sept. 1980*§	25 Feb. 1982 (AC)§	
Nigeria	...	...	...	...				18 June 1981
Norway	...	...	...	...	16 June 1980	30 Sept. 1980*	4 Feb. 1981	
Papua New Guinea	...	...	...	...	25 June 1980		28 Oct. 1980 (AC)	
Peru	...	...	...	...	30 June 1980		30 June 1981	
Philippines	...	...	...	...	30 June 1980			
Sri Lanka	...	...	...	...				17 Nov. 1980
Sweden	...	...	...	...	16 June 1980		30 Sept. 1980	
Switzerland	...	...	...	...				22 July 1982
Thailand	...	...	...	...		21 Nov. 1980*		15 Apr. 1982
Turkey...	...	...	...	...				17 Sept. 1981
								26 Nov. 1982(w)
Union of Soviet Socialist Republics	...	...	...	...	27 June 1980	5 Nov. 1980	26 Feb. 1982 (AC)	
United Kingdom	...	...	...	...	27 June 1980	26 Sept. 1980*	31 Dec. 1981¶	
United States of America	...	...	...	...	8 Jan. 1980	23 Oct. 1980*	28 May 1981	

\* Within the limitations of its constitutional and/or legislative procedures.

† See declarations on pages 44 and 45.

‡ Includes Berlin (West).

§ For the Kingdom in Europe.

¶ The United Kingdom ratification was in respect of the United Kingdom of Great Britain and Northern Ireland, and the Bailiwick of Jersey.

## DECLARATIONS

### EUROPEAN ECONOMIC COMMUNITY

On 18 May 1981 the Secretary-General of the United Nations received from the President of the Council of the European Economic Community the following objection to a declaration concerning the European Economic Community made by the Government of the Union of Soviet Socialist Republics upon signing the Agreement:

"On behalf of the European Economic Community and its Member States, I beg to inform you of their reaction to that declaration. Article 5(1) of the 1979 International Natural Rubber Agreement provides that any reference to 'government' or to 'governments' in the Agreement shall be construed as including a reference to the European Economic Community and to any intergovernmental organization with powers to negotiate, conclude and apply international agreements, in particular commodity agreements.

In application of that provision, the European Economic Community informed the Secretary-General of the United Nations on 29 September 1980 that the Community would provisionally apply the 1980 International Natural Rubber Agreement within the limitations of its constitutional or legislative procedures, in accordance with the rules enunciated in article 60(2).

I beg also to point out that article 68 of the International Natural Rubber Agreement prohibits any reservations regarding the Agreement.

The Community and its Member States accordingly do not consider that that declaration can in any event be applied to them and they regard it as being without effect."

On depositing their instrument of approval the European Economic Community made the following declaration:

*(Translation)* The Council of the European Communities declares that it does not accept the declaration concerning the European Economic Community, made by the Union of Soviet Socialist Republics upon depositing their instrument of approval of the Agreement.

### ITALY

On depositing their instrument of ratification the Government of Italy made the following declaration:

*(Translation)* The Government of Italy does not accept the declaration concerning the European Economic Community made by the Government of the Union of Soviet Socialist Republics upon signing the Agreement on 27 June 1980 and confirmed in its notification of provisional application.

### UNITED KINGDOM

On depositing their instrument of ratification the Government of the United Kingdom formulated the following objection, confirming that made in their notification of provisional application:

"The Government of the United Kingdom does not accept the declaration concerning the European Economic Community accompanying the signature of the Agreement by the Government of the Union of Soviet Socialist Republics on 27 June 1980, confirmed in that country's notification of provisional application of the Agreement on 5 November 1980."

### UNION OF SOVIET SOCIALIST REPUBLICS

On signing the Agreement the Government of the Union of Soviet Socialist Republics made the following declarations which were confirmed on the deposit of their notification of provisional application and on acceptance:

*(Translation)*

(a) In the event that the European Economic Community becomes a party to this Agreement, the participation of the Union of Soviet Socialist Republics in the Agreement will not give rise to any obligations on its part in relation to the Community.

(b) In view of its well-known position on the Korean question, the Union of Soviet Socialist Republics cannot recognize as lawful the designation "Republic of Korea" contained in the annex to the Agreement.

In a communication received by the Secretary-General of the United Nations on 26 February 1982, the Government of the Union of Soviet Socialist Republics, referring to a declaration by the Government of the Federal Republic of Germany made on ratification with regard to the application of the Agreement to Berlin (West) made the following declaration:

*(Translation)*

The Soviet side will take cognizance of the communication from the Government of the Federal Republic of Germany concerning the application of that Agreement to Berlin (West) only on the understanding that such application shall be in conformity with the Quadripartite Agreement of 3 September 1971 and that the established procedures shall be observed.

## ANNEX A

### Shares of individual exporting countries in total net exports of countries participating in the United Nations Conference on Natural Rubber as established for the purposes of article 61

	<i>per cent</i> <sup>(*)</sup>
Bolivia ... ..	0·081
Cameroon ... ..	0·514
India ... ..	0·199
Indonesia ... ..	25·387
Liberia ... ..	2·551
Malaysia ... ..	48·218
Nigeria ... ..	1·313
Papua-New-Guinea ... ..	0·150
Philippines ... ..	0·018
Singapore ... ..	4·406
Sri Lanka ... ..	4·367
Thailand ... ..	12·004
Zaire ... ..	0·792
Total ... ..	100·000

<sup>(\*)</sup> Shares are percentages of total net exports of natural rubber in the five-year period 1974 to 1978.

## ANNEX B

**Shares of individual importing countries and groups of countries  
in total net imports of countries participating in the  
United Nations Conference on Natural Rubber as  
established for the purposes of article 61**

	<i>per cent<sup>(b)</sup></i>
Algeria ... ..	0.081
Australia ... ..	1.467
Austria ... ..	0.683
Brazil ... ..	1.836
Bulgaria ... ..	0.394
Canada ... ..	2.934
China ... ..	7.707
Czechoslovakia ... ..	1.810
Ecuador ... ..	0.050
Egypt ... ..	0.097
EEC ... ..	23.283
Belgium/Luxembourg ... ..	0.772
Denmark ... ..	0.171
France ... ..	5.428
Germany, Federal Republic of ... ..	6.435
Ireland ... ..	0.273
Italy ... ..	4.150
Netherlands ... ..	0.733
United Kingdom ... ..	5.321
Iraq ... ..	0.051
Finland ... ..	0.226
German Democratic Republic ... ..	1.258
Ghana ... ..	0.141
Guatemala ... ..	0.070
Hungary ... ..	0.534
Japan ... ..	10.780
Madagascar ... ..	0.000
Malta ... ..	0.000
Mexico ... ..	1.325
Morocco ... ..	0.150
New Zealand ... ..	0.291
Norway ... ..	0.094
Panama ... ..	0.000

	<i>per cent</i>
Peru ... ..	0·225
Poland ... ..	1·980
Republic of Korea ... ..	3·189
Romania ... ..	1·529
Somalia ... ..	0·000
Spain ... ..	3·178
Sweden ... ..	0·439
Switzerland ... ..	0·122
Syrian Arab Republic ... ..	0·014
Tunisia ... ..	0·008
Turkey ... ..	0·758
Union of Soviet Socialist Republics ... ..	7·148
United States ... ..	24·756
Uruguay ... ..	0·117
Venezuela ... ..	0·306
Yugoslavia ... ..	0·969
Total ... ..	100·000

### ANNEX C

#### **Cost of the Buffer Stock as estimated by the Chairman of the United Nations Conference on Natural Rubber, 1978**

In normal circumstances the cost of acquiring and operating a Buffer Stock of 550,000 tonnes might be calculated by multiplying this figure by the lower trigger action price of 168 Malaysian/Singapore cents per kilogramme and adding a further 10 per cent thereof.

---

<sup>(b)</sup> Shares are percentages of total net imports of natural rubber in the three-year period 1976, 1977 and 1978.