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AND SPANISH ONLY

United Nations Conference for the Negotiation of a Successor Agreement to the International Agreement on Olive Oil and Table Olives, 1986, as Amended and Extended, 1993

Geneva, 25 – 29 April 2005

Agenda item 7

Preparation of a Successor Agreement to the International Agreement on Olive Oil and Table Olives, 1986, as Amended and Extended 1993

Draft agreed articles as approved by the Committee of the Whole and transmitted to the Drafting Committee

**DRAFT INTERNATIONAL AGREEMENT
ON OLIVE OIL AND TABLE OLIVES, 2005**

Article 44

Withdrawal

1. Any Member may withdraw from this Agreement at any time after the entry into force of this Agreement by giving written notice of withdrawal to the depositary. The Member shall simultaneously inform the International Olive Council in writing of the action it has taken.
2. Withdrawal under this article shall become effective 90 days after the notice is received by the depositary.

Article 45

Exclusion

If the Council of Members decides without prejudice to article 37 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 reasoned decision of the other Members taken in the absence of the Member concerned, exclude that Member from this Agreement. The International Olive Council shall immediately notify the depositary of its decision. The Member in question shall cease to be a Party to this Agreement 30 days after the date of the decision of the Council of Members.

Article 46

Settlement of accounts

1. The Council of Members shall determine any settlement of accounts which it finds equitable, taking into account all the commitments entailing legal consequences for the International Olive Council and which would have repercussions on the contributions of a Member which has withdrawn from this Agreement or which has been excluded from the International Olive Council or has otherwise ceased to be a Party to this Agreement, as well as the time needed to ensure an adequate transition, in particular when such commitments have to be terminated.

Notwithstanding the provisions of the paragraph above, such Member shall be bound to pay any amounts due from it to the International Olive Council in respect of the period during which it was a Member.

2. Upon termination of this Agreement, no Member referred to in paragraph 1 of this article shall be entitled to any share of the proceeds of the liquidation or the other assets of the International Olive Council; nor shall it be burdened with any part of the deficit, if any, of the International Olive Council.

Article 48

Reservations

No reservations may be made with respect to any of the provisions of this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have affixed their signature under this Agreement on the dates indicated.

DONE at Geneva on */.....2005/*, the texts of this Agreement in the Arabic, English, French, and Spanish languages being equally authentic.

ANNEX A

Participation shares in the budgets of the Organization

Algeria	
European Community	
Croatia.....	
Egypt	
Iran (Islamic Republic of)	
Israel.....	
Libyan Arab Jamahiriya	
Jordan	
Lebanon	
Morocco.....	
Monaco	
Syrian Arab Republic	
Serbia and Montenegro	
Tunisia	

Total 1,000

ANNEX B

Designations and definitions of olive oils and olive-pomace oils

The designations of the different categories of olive oils and olive-pomace oils are given below with the definition corresponding to each designation:

I. Olive oil is the oil obtained solely from the fruit of the olive tree, to the exclusion of oils obtained using solvents or re-esterification processes and of any mixture with oils of other kinds. It is designated as follows:

A. Virgin olive oils: oils which are obtained from the fruit of the olive tree solely by mechanical or other physical means under conditions, particularly thermal conditions, that do not lead to deterioration of the oil, and which have not undergone any treatment other than washing, decantation, centrifugation and filtration. Virgin olive oils shall be classified and designated as follows:

(a) Virgin olive oils fit for consumption as they are:

(i) Extra virgin olive oil: virgin olive oil which has a free acidity, expressed as oleic acid, of not more than 0.8 grams per 100 grams and the other characteristics of which correspond to those laid down for this category;

(ii) Virgin olive oil: virgin olive oil which has a free acidity, expressed as oleic acid, of not more than 2.0 grams per 100 grams and the other characteristics of which correspond to those laid down for this category;

(iii) Ordinary virgin olive oil: virgin olive oil which has a free acidity, expressed as oleic acid, of not more than 3.3 grams per 100 grams and the other characteristics of which correspond to those laid down for this category.^{1/}

(b) Virgin olive oil not fit for consumption as it is:

Lampante virgin olive oil: virgin olive oil which has a free acidity, expressed as oleic acid, of more than 3.3 grams per 100 grams and/or the organoleptic characteristics and other characteristics of which correspond

to those laid down for this category. It is intended for refining for use for human consumption, or it is intended for technical use.

- B. Refined olive oil: olive oil obtained by refining virgin olive oils. It has a free acidity, expressed as oleic acid, of not more than 0.3 grams per 100 grams and its other characteristics correspond to those laid down for this category.^{2/}
- C. Olive oil: oil consisting of a blend of refined olive oil and virgin olive oils fit for consumption as they are. It has a free acidity, expressed as oleic acid, of not more than 1 gram per 100 grams and its other characteristics correspond to those laid down for this category.^{3/}

II. Olive-pomace oil is the oil obtained by treating olive pomace with solvents or other physical treatments, to the exclusion of oils obtained by re-esterification processes and of any mixture with oils of other kinds. It is classified as follows:

- A. Crude olive-pomace oil: olive-pomace oil whose characteristics are those laid down for this category. It is intended for refining for use for human consumption, or it is intended for technical use.
- B. Refined olive-pomace oil: oil obtained by refining crude olive-pomace oil. It has a free acidity, expressed as oleic acid, of not more than 0.3 grams per 100 grams and its other characteristics correspond to those laid down for this category.^{4/}
- C. Olive-pomace oil: oil consisting of a blend of refined olive-pomace oil and virgin olive oils fit for consumption as they are. It has a free acidity of not more than 1 gram per 100 grams and its other characteristics correspond to those laid down for this category. In no case shall this blend be called "olive oil".^{5/}

^{1/} This product may only be sold direct to the consumer if permitted in the country of retail sale. If not permitted, the designation of this product shall comply with the legal provisions of the country concerned.

^{2/} This product may only be sold direct to the consumer if permitted in the country of retail sale.

^{3/} The country of retail sale may require a more specific designation.

^{4/} This product may only be sold direct to the consumer if permitted in the country of retail sale.

^{5/} The country of retail sale may require a more specific designation.

ANNEX C

Types and definitions of table olives

Table olives shall be classified in one of the following types:

- (i) Green olives: fruits harvested during the ripening period, prior to colouring and when they have reached normal size. They may vary in colour from green to straw yellow.
- (ii) Olives turning colour: fruits harvested before the stage of complete ripeness is attained, at colour change. They may vary in colour from rose to wine rose or brown.
- (iii) Black olives: fruits harvested when fully ripe or slightly before full ripeness is reached. They may vary in colour from reddish black to violet black, deep violet, greenish black or deep chestnut.