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Page: 1/13

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**PROPOSAL ON EXPORT COMPETITION FROM BRAZIL, EUROPEAN UNION, ARGENTINA,
NEW ZEALAND, PARAGUAY, PERU, URUGUAY AND THE REPUBLIC OF MOLDOVA**

The following Joint Proposal, dated 16 November 2015, is being circulated at the request of the aforementioned supporting Members.

Consistent with the Ministerial Declarations of the Hong Kong and Bali WTO Ministerial Conferences this Joint Proposal is premised on the objective in the area of export competition of a parallel elimination of all forms of export subsidies and disciplines on all measures of equivalent effect.

We are making this Joint Proposal with a view to facilitating an outcome on Export Competition at the 10th Ministerial Conference in Nairobi. Accordingly each co-sponsor reserves their rights to take a different position on any aspect of the Joint Proposal if it would not receive consensus of the Membership.

The document contains track changes which are presented in relation to the Rev.4 draft modalities text TN/AG/W/4/Rev.4. The supporting Members recognise that the text may need further technical adjustments in order to correspond to an appropriate format of an outcome in Nairobi.

Consistent with the Ministerial Declarations of the Hong Kong and Bali WTO Ministerial Conferences, the WTO's objective in the area of export competition is the parallel elimination of all forms of export subsidies and disciplines on all export measures with equivalent effect. The elimination of all forms of export subsidies is therefore contingent on the parallel application of disciplines on all export measures with equivalent effect.

I. EXPORT COMPETITION

A. GENERAL

1. Nothing in these modalities on export competition can be construed to give any Member the right to provide, directly or indirectly, export subsidies in excess of the commitments specified in Members' Schedules, or to otherwise detract from the obligations of Article 8 of that Agreement. Furthermore, nothing can be construed to imply any change to the obligations and rights under Article 10.1 or to diminish in any way existing obligations under other provisions of the Uruguay Round Agreement on Agriculture or other WTO Agreements.

2. Nor can anything in these modalities be construed to diminish in any way the existing commitments contained in the Marrakesh Decision on Measures Concerning the Possible Negative Effects of the Reform Programme on Least-developed and Net Food-importing Developing Countries of April 1994 and the Decision on the Implementation-related Issues and Concerns of 14 November 2001 on, *inter alia*, commitment levels of food aid, provision of food aid by donors, technical and financial assistance in the context of aid programmes to improve agricultural productivity and infrastructure, and financing normal levels of commercial imports of basic foodstuffs. Nor could it be understood to alter the regular review of these decisions by the Ministerial Conference and monitoring by the Committee on Agriculture.

B. SCHEDULED EXPORT SUBSIDY COMMITMENTS

3. Developed country Members shall eliminate their remaining scheduled export subsidy entitlements by the end of ~~2013~~2018. This shall be effected on the basis of:

- (a) budgetary outlay commitments being reduced by 50 percent by the end of ~~2010~~2017 in equal annual instalments from the date of entry into force, with the remaining budgetary outlay commitments being reduced to zero in equal annual instalments so that all forms of export subsidies are eliminated by the end of ~~2013~~2018.
- (b) quantity commitment levels being applied as a standstill from the commencement until the end of the implementation period at the actual average of quantity levels in the 2003-05 base period. Furthermore, throughout the implementation period, there shall be no export subsidies applied either to new markets or to new products.

4. Developing country Members shall eliminate their export subsidy entitlements by reducing to zero their scheduled export subsidy budgetary outlay and quantity commitment levels in equal annual instalments by the end of ~~2016~~2021.

5. In accordance with the Hong Kong Ministerial Declaration, developing country Members shall, furthermore, continue to benefit from the provisions of Article 9.4 of the Agreement on Agriculture until the end of ~~2021~~2026, i.e. five years after the end-date for elimination of all forms of export subsidies.

6. Consistent with the Bali Ministerial Declaration on Export Competition and in addition to annual notifications requirements under the relevant provisions of the Agreement on Agriculture and related decisions, Members shall continue to provide information on operational changes in export subsidy measures within the context of an annual examination process.

C. EXPORT CREDITS, EXPORT CREDIT GUARANTEES OR INSURANCE PROGRAMMES

7. Export credit, export credit guarantees or insurance programmes shall comply with the provisions set out in Annex J.

D. AGRICULTURAL EXPORTING STATE TRADING ENTERPRISES

8. Agricultural exporting state trading enterprises shall comply with the provisions of Annex K.

E. INTERNATIONAL FOOD AID

9. International food aid shall comply with the provisions of Annex L.

ANNEX J

POSSIBLE NEW ARTICLE TO REPLACE THE CURRENT ARTICLE 10.2 OF THE AGREEMENT ON AGRICULTURE

EXPORT CREDITS, EXPORT CREDIT GUARANTEES OR INSURANCE PROGRAMMES

Definition

1. In addition to complying with all other export subsidy obligations under this Agreement and the other covered Agreements¹, Members undertake not to provide export credits, export credit guarantees or insurance programmes otherwise than in conformity with this Article. These export credits, export credit guarantees and insurance programmes (hereinafter referred to as "export financing support") shall comprise:

- (a) direct financing support, comprising direct credits/financing, refinancing, and interest rate support;
- (b) risk cover, comprising export credit insurance or reinsurance and export credit guarantees;
- (c) government-to-government credit agreements covering the imports of agricultural products from the creditor country under which some or all of the risk is undertaken by the government of the exporting country; and
- (d) any other form of governmental export credit support, direct or indirect, including deferred invoicing and foreign exchange risk hedging.

2. The provisions of this Article shall apply to export financing support provided by or on behalf of the following entities, hereinafter referred to as "export financing entities", whether such entities are established at the national or at the sub-national level:

- (a) government departments, agencies, or statutory bodies;
- (b) any financial institution or entity engaged in export financing in which there is governmental participation by way of equity, provision of funds, loans or underwriting of losses;
- (c) agricultural export state trading enterprises; and
- (d) any bank or other private financial, credit insurance or guarantee institution which acts on behalf of or at the direction of governments or their agencies.

Terms and Conditions

3. Export financing support shall be provided in conformity with the terms and conditions set out below.

- (a) **Maximum repayment term:** the maximum repayment term for export financing support under this Agreement, this being the period beginning at the starting point of credit² and ending on the contractual date of the final payment, shall be no more

¹ However, the second paragraph of item (k) of Annex I to the Agreement on Subsidies and Countervailing Measures (hereafter the "Illustrative List") shall not be applicable in the case of agricultural products.

² The "starting point of a credit" shall be no later than the weighted mean date or actual date of the arrival of the goods in the recipient country for a contract under which shipments are made in any consecutive six-month period.

than [180 days³]. For developed country Members, this shall apply from the ~~first day of implementation of the last day of 2010~~⁷, ~~whichever comes first~~. Existing contracts which have been entered into prior to the signature of this Agreement, are still in place, and are operating on a longer timeframe than that defined in the preceding sentence, shall run their course until the end of their contractual date, provided that they are notified to the Committee on Agriculture and are not modified.

- (b) **Self-financing:** ~~export financing support under this Agreement~~ ~~export credit guarantee, insurance and reinsurance programmes, and other risk cover programmes included within~~ ~~as specified in~~ sub-paragraphs 1(b) (c) and (d) above shall be risk-based and self-financing. Where premium rates charged under a programme are inadequate to cover the operating costs and losses of that programme over a previous 4-year rolling period³, this shall, in and of itself, be sufficient to determine that the programme is not self-financing. In addition, and irrespective of whether these programmes conform with the requirements set out in the preceding sentence, this does not exempt them from complying with any other provision of this Agreement or the other covered Agreements, including by reference to the more generally formulated long-term operating costs and losses of a programme, not limited to the historical rolling period referred to in the previous sentence, under item (j) of the Illustrative List. Where these programmes are found to constitute export subsidies within the meaning of item (j) of the Illustrative List, they shall also be deemed to be not self-financing under this Agreement.

Special and Differential Treatment

4. Developing country Members providers of export financing support shall be eligible to benefit from the following elements:

- (a) **Maximum repayment terms:** the developing country Members concerned shall have a phase-in period of four years after the first day of the implementation period ~~or the end of 2013, whichever comes first~~, within which to fully implement the maximum repayment term of [180 days]. This shall be achieved as follows:
- (i) on the first day of implementation, the maximum repayment term for any new support entered into shall be [360 days];
 - (ii) two years after implementation, the maximum repayment term for any new support to be entered into shall be [270 days];
 - (iii) four years after implementation the maximum repayment term of [180 days] shall apply.

It is understood that where there are, after any of the relevant dates, pre-existing support arrangements entered into under the limits established in the sub-paragraphs (i)-(iii) above, they shall run their original term.

- (b) **Self-financing:** the self-financing period referred to in paragraph 3(b) shall be fifty percent longer for developing country Members.

³ However, a Member may apply longer repayment terms up to a maximum repayment term of [270] days and a long-term self-financing period, subject to the following conditions. For transactions with repayment terms exceeding 180 days a Member will calculate and charge risk based fees that shall be no less than 90% of the OECD minimum premium rates (MPR) that correspond to the prevailing OECD country risk category. When a Member is not subject to OECD minimum premium rates (MPR), such Member shall be deemed to have an OECD country risk category rating of at a minimum one (1). For Members that are subject to OECD minimum premium rates (MPR) and are not classified by the OECD at the time of pricing a transaction, a Member shall be free to apply the OECD country risk category it deems appropriate.

5. Notwithstanding the terms of paragraphs 3 (a) and 4 (a) above, Least-developed and net food-importing developing countries as listed in G/AG/5/Rev.8 shall be accorded differential and more favourable treatment comprising allowance for a repayment term in respect of them of between [360 and 540 days] for the acquisition of basic foodstuffs.⁴ Should one of these Members face exceptional circumstances which still preclude financing normal levels of commercial imports of basic foodstuffs and/or in accessing loans granted by multilateral and/or regional financial institutions within these timeframes, ~~it shall have an extension of such a time-frame~~~~a further extension of such a time-frame shall be provided~~. The standard monitoring and surveillance provisions of the Agreement shall apply to these cases.⁵

Monitoring and Surveillance

6. Consistent with the Bali Ministerial Declaration on Export Competition, Members shall continue to provide information on Export Credit, Export Credit Guarantees or Insurance Programs within the context of an annual examination process, based on a following structure:

- a. Description of the program (classification within the following categories: direct financing support, risk cover, government to government credit agreements or any other form of governmental export credit support) and relevant legislation.
- b. Description of Export Financing Entity.
- c. Total value of export of agricultural products covered by export credits, export credit guarantees or insurance programs and use per program.
- d. Annual average premium rates/fees per program.
- e. Maximum repayment terms per program.
- f. Annual average repayment periods per program.
- g. Export destination or group of destinations per program.
- h. Program use by product or product group.

7. Those Members operating agriculture-specific export credit programmes shall also provide the following additional information in the context of the annual examination process:

- a. Total amount of collected premia.
- b. Amount of recovered principal and interests.
- c. Total of revenue with interest.
- d. Amount of administrative expenses.
- e. Default claims.
- f. Interest expenses.

⁴ Antigua and Barbuda, Belize, Bolivia, El Salvador, Fiji, Grenada, Guatemala, Guyana, Maldives, Nicaragua, Papua New Guinea and Suriname shall have access also to this provision.

⁵ In the event that Cuba is a recipient Member in this situation, the time-frame shall be unlimited and any such monitoring and surveillance shall not apply without the prior express consent of Cuba.

ANNEX K

POSSIBLE NEW ARTICLE 10 BIS OF THE AGREEMENT ON AGRICULTURE

AGRICULTURAL EXPORTING STATE TRADING ENTERPRISES

1. Members shall ensure that agricultural exporting state trading enterprises are operated in conformity with the provisions specified below and, subject to these provisions, in accordance with Article XVII, the Understanding on the Interpretation of Article XVII and other relevant provisions of GATT 1994, the Agreement on Agriculture and other WTO Agreements.

Entities

2. For the purpose of the disciplines set out hereunder in this Article, an agricultural exporting state trading enterprise shall be any enterprise which meets the working definition provided for in the Understanding on the Interpretation of Article XVII of the GATT 1994.⁶

Disciplines

3. In order to ensure the elimination of trade-distorting practices with respect to agricultural exporting state trading enterprises as described above, Members shall:

- (a) eliminate, in parallel and in proportion to the elimination of all forms of export subsidies including those related to food aid and export credits:
 - (i) export subsidies, defined by Article 1(e) of the Uruguay Round Agreement on Agriculture, which are currently provided, consistently with existing obligations under Article 3.3 of the Uruguay Round Agreement on Agriculture, to or by an agricultural exporting state trading enterprise;
 - (ii) government financing of agricultural exporting state trading enterprises, preferential access to capital or other special privileges with respect to government financing or re-financing facilities, borrowing, lending or government guarantees for commercial borrowing or lending, at below market rates; and
 - (iii) government underwriting of losses, either directly or indirectly, losses or reimbursement of the costs or write-downs or write-offs of debts owed to, or by agricultural exporting state trading enterprises on their export sales.
 - (iv) by 2013~~20~~, the use of agricultural export monopoly powers for such enterprises.⁷

⁶ "Governmental and non-governmental enterprises, including marketing boards, which have been granted exclusive or special rights or privileges, including statutory or constitutional powers, in the exercise of which they influence through their purchases or sales the level or direction of imports or exports." It is understood that where there is reference to the "rights and privileges" that "influence ... the level or direction of imports" in the preceding sentence, this matter of imports is not per se a matter falling under the disciplines of this Article which relates, rather, solely to the matter of exports under that working definition.

⁷ Unless the product which is exported by such an enterprise concerned is *de minimis*, this being defined as where the average world exports of the agricultural product concerned are not more than 0.25% of total world trade in agricultural products in the 2003-2005 base period and provided that (a) the enterprise concerned has been notified already as an STE and (b) that the use of agricultural export monopoly powers by such an enterprise is not exercised in a manner which, either *de jure* or *de facto*, effectively circumvents the provisions set out in sub-paragraphs (i) to (iii) above.

Special and differential treatment

4. Notwithstanding paragraph 3(a)(iv) above, agricultural exporting state trading enterprises in developing country Members which enjoy special privileges to preserve domestic consumer price stability and to ensure food security shall be permitted to maintain or use export monopoly powers to the extent that they would not be otherwise inconsistent with other provisions of this Agreement and other WTO Agreements.

5. Where a developing country Member has an agricultural exporting state trading enterprise with export monopoly powers, that enterprise may continue also to maintain or use those powers, even if the purpose for which that enterprise has such privileges could not be deemed to be characterized by the objective: "to preserve domestic consumer price stability and to ensure food security". Such an entitlement, however, would be permissible only for such an enterprise whose share of world exports of the agricultural product or products concerned is less than 5 percent, such that the entity's share of world exports of the product or products concerned does not exceed that level in three consecutive years, and to the extent that the exercise of those monopoly powers is not otherwise inconsistent with other provisions of this Agreement and other WTO Agreements.

6. In any case, agricultural exporting state trading enterprises in least-developed country Members and Members, small, vulnerable economies, whether or not they enjoy such special privileges to preserve domestic consumer price stability and to ensure food security, shall be permitted to maintain or use monopoly powers for agricultural exports to the extent that they would not be otherwise inconsistent with other provisions of this Agreement and other WTO Agreements.

Monitoring and surveillance

7. ~~Any Member that maintains an agricultural exporting state trading enterprise shall notify to the Committee on Agriculture, on an annual basis, relevant information regarding the enterprise's nature and operations. This shall, consistent with standard WTO practice and normal commercial confidentiality considerations, require timely and transparent provision of information on any and all exclusive or special rights or privileges granted to such enterprises within the meaning of paragraph 1 above sufficient to ensure effective transparency. Members shall notify any benefits, not otherwise notified under other WTO disciplines, which accrue to a state trading export enterprise from any special rights and privileges including those that are of a financial nature. At the request of any Member, a Member maintaining a state trading export enterprise shall provide, subject to normal considerations of commercial confidentiality, information requested concerning the enterprise's export sales of agricultural products, the product exported, the volume of the product exported, the export price and the export destination.~~ Consistent with the Bali Ministerial Declaration on Export Competition, Members shall continue to provide information on Agricultural Exporting State Trading Enterprises within the context of an annual examination process, based on a following structure:

a. Enumeration of State Trading Enterprises

- Identification of state trading enterprises
- Description of products affected (Including tariff item number(s) encompassed in product description)

b. Reason and purpose

- Reason or purpose for establishing and/or maintaining state trading enterprise
- Summary of legal basis for granting the relevant exclusive or special rights or privileges, including legal provisions and summary of statutory or constitutional powers

c. Description of the functioning of the State Trading Enterprise

- Summary statement providing overview of operations of the state trading enterprise
- Specification of exclusive or special rights or privileges enjoyed by the state trading enterprise

Additional information subject to normal commercial confidentiality considerations

1. Exports (value/volume)

2. Export prices

3. Export destination

ANNEX L**POSSIBLE NEW ARTICLE 10.4 TO REPLACE THE CURRENT ARTICLE 10.4
OF THE AGREEMENT ON AGRICULTURE****INTERNATIONAL FOOD AID**

1. Members reaffirm their commitment to maintain an adequate level of international food aid (hereinafter referred to as "food aid"⁸), to take account of the interests of food aid recipients and to ensure that the disciplines contained hereafter do not unintentionally impede the delivery of food aid provided to deal with emergency situations. Members shall ensure that food aid is provided in full conformity with the disciplines below, thereby contributing to the objective of preventing commercial displacement.

General disciplines applicable to all food aid transactions

2. Members shall ensure that all food aid transactions are provided in conformity with the following provisions:

- (a) they are needs-driven;
- (b) they are in fully grant form;
- (c) they are not tied directly or indirectly to commercial exports of agricultural products or of other goods and services;
- (d) they are not linked to the market development objectives of donor Members; and
- (e) agricultural products provided as food aid shall not be re-exported in any form, except where, for logistical reasons and in order to expedite the provision of food aid for another country in an emergency situation, such re-exportation occurs as an integral part of an emergency food aid transaction that is itself otherwise in conformity with the provisions of this Article.

3. The provision of food aid shall take fully into account local market conditions of the same or substitute products. Members shall refrain from providing in-kind food aid in situations where this would cause, or would be reasonably foreseen to cause, an adverse effect on local or regional production of the same or substitute products.⁹ Members are encouraged to procure food aid from local or regional sources to the extent possible, provided that the availability and prices of basic foodstuffs in these markets are not unduly compromised. Members commit to making their best efforts to move increasingly towards more untied cash-based food aid.

4. Untied cash-based food aid that is in conformity with the provisions of paragraph 2 above shall be presumed to be in conformity with this Article.

⁸ Unless otherwise specified, the term food aid is used to refer to both in-kind and cash-based food aid donations.

⁹ It is conceivable that there could be circumstances where strict application of this obligation would have the effect of acting as an unintended impediment to the capacity of Members to respond fully and effectively to genuine need with in-kind food aid in an emergency situation envisaged under paragraphs 6 to 10 below. Therefore it is recognized that, in such an emergency situation, Members may be permitted to depart from the strict application of this obligation, but only and strictly to the extent that this is a necessary and unavoidable consequence of the nature of the emergency itself such that to act in strict conformity would manifestly compromise the capacity of a Member to respond effectively to meet food aid needs. Furthermore, a Member shall in any case be obliged to avoid or, if this is not possible in the circumstances, to minimize, any adverse effects on local or regional production through the provision of in-kind food aid otherwise in conformity with the provisions of paragraphs 6 to 10 below.

5. The recipient government has a primary role and responsibility for the organization, coordination and implementation of food aid activities within its territory.

Further disciplines for food aid transactions in emergency situations (Safe Box)

6. To ensure that there is no unintended impediment to the provision of food aid during an emergency situation, food aid provided under such circumstances (whether cash or in-kind) shall be in the ambit of the Safe Box and, therefore, deemed to be in conformity with this Article, provided that:

- (a) there has been a declaration of an emergency by the recipient country or by the Secretary-General of the United Nations; or
- (b) there has been an emergency appeal from a country; a relevant United Nations agency, including the World Food Programme and the United Nations Consolidated Appeals Process; the International Committee of the Red Cross or the International Federation of Red Cross and Red Crescent Societies; a relevant regional or international intergovernmental agency; a non-governmental humanitarian organization of recognized standing traditionally working in conjunction with the former bodies; and

in either case, there is an assessment of need coordinated under the auspices of a relevant United Nations agency, including the World Food Programme; the International Committee of the Red Cross or the International Federation of Red Cross and Red Crescent Societies.¹⁰

7. Following the emergency declaration or appeal as provided for in paragraph 6 above, there may well be a period where the needs assessment outcome is pending. For the purposes of this Agreement, this period shall be deemed to be 3 months in duration. Should any Member consider that the food aid concerned would fail to satisfy the conditions provided for under paragraph 6 above, no initiation of dispute settlement on these grounds may occur until that period has elapsed (provided that the relevant multilateral agency referred to in paragraph 6 above has not, within this period, given a negative assessment or has otherwise demonstrably not consented to a needs assessment). Where, within or by the end of this period, the relevant multilateral agency has either itself carried out a positive needs assessment or has demonstrably provided its consent or approval pursuant to footnote 3, and the other conditions of paragraph 6 have been satisfied, the food aid concerned shall remain in the Safe Box hereafter provided it is also in conformity with all the other relevant provisions of this Article.

8. There shall be no monetization for food aid inside the Safe Box¹¹, except for least-developed countries where there is a demonstrable need to do so for the sole purpose of transport and delivery. Such monetization shall be carried out solely within the territory of the recipient least-developed country¹² such that commercial displacement is avoided or, if not feasible, at least minimized.

9. A notification will be required on an *ex-post* basis by donor Members at six-month intervals in order to ensure transparency.

10. Subject to its continued conformity with other provisions of this Article, food aid that is in conformity with paragraph 6 may be provided as long as the emergency lasts subject to an assessment of continued genuine need as a result of the initial onset of the emergency. The relevant multilateral agency shall be responsible to make or convey such determination.

¹⁰ Needs assessment should be done with the involvement of the recipient government and may involve a relevant regional intergovernmental organization or an NGO, but while the latter bodies may be so involved, this is in a context where they are in coordination with the relevant United Nations agency or ICRC/IFRCRCs as the case may be. A needs assessment shall not have standing for the purposes of access to the safe box under these provisions unless it has been conducted in such a coordinated manner, and has obtained the demonstrable consent or approval of the latter multilateral agencies.

¹¹ However, a Member may monetize food aid inside the Safe Box provided that the monetized in-kind food aid constitute not more than [X%] of the total in-kind food aid donations.

¹² In the case of a landlocked Member, additionally for the transport/delivery from the extra-territorial continentally contiguous port of final unloading to the destination territorial border.

Further disciplines for food aid transactions in non-emergency situations

11. Further to the disciplines set out in paragraphs 1 to 5 above, in-kind food aid in non-emergency situations outside the Safe Box shall be:

- (a) based on a targeted assessment of need whether carried out by an international or regional intergovernmental organization¹³, including the UN, or, where such a targeted assessment is not reasonably obtainable, by a donor government or a humanitarian non-governmental organisation of recognized standing, working in partnership with a recipient country government. That assessment would incorporate and reflect objective and verifiable poverty and hunger data published by an international or regional intergovernmental organisation or by a recipient country that objectively identifies the food insecurity needs of the target populations described in subparagraph (b) below;
- (b) provided to redress food deficit situations which give rise to chronic hunger and malnutrition and, accordingly, such food aid shall be targeted to meet the nutritional requirements of identified food insecure groups; and
- (c) be provided consistently with the objective of preventing, or at the very least minimizing, commercial displacement. Commercial displacement in this context shall arise where the provision of in-kind food aid by a Member materially displaces commercial transactions that would otherwise have occurred in or into a normally functioning market in the recipient country for the same product or directly competitive products.

12. Monetization of in-kind food aid in non-emergency situations shall be prohibited except where it is in conformity with the provisions of paragraph 11 above and, as a means to meet direct nutritional requirements of least-developed and net food-importing developing country members¹⁴, it is necessary to fund the internal transportation and delivery of the food aid to, or the procurement of agricultural inputs to low-income or resource-poor producers in, those Members.¹⁵ Monetization shall be carried out within the territory of the recipient least-developed or net food-importing developing country.¹⁶ Additionally, commercial displacement shall be avoided.

Monitoring and surveillance

13. Consistent with the Bali Ministerial Declaration on Export Competition, Members shall continue to provide information on International Food Aid within the context of an annual examination process, based on a following structure:

- a. Product description.
- b. Quantity and/or value of food aid provided.
- c. Description of whether food aid is provided on in-kind, untied cash-based basis and whether monetisation was permitted.
- d. Any food aid provided in-kind, quantity and/or value broken down by food aid provided for emergency needs and for non-emergency needs.
- e. Total value of any monetised food aid and the use of funds raised through monetization, broken down by different costs and activities.
- f. Cost recovery rate of any monetisation (the sale price of commodities as a share of procurement and shipment costs), broken down by product category.
- g. Description of whether in fully grant form or concessional terms.

¹³ This should involve the recipient country government and may involve humanitarian non-governmental organisations working in partnership with the recipient country government.

¹⁴ Antigua and Barbuda, Belize, Bolivia, El Salvador, Fiji, Grenada, Guatemala, Guyana, Maldives, Nicaragua, Papua New Guinea and Suriname shall have access also to this provision.

¹⁵ However, a Member may monetize in-kind food aid in non-emergency situations not in conformity with the provisions of paragraph 12 provided that the monetized in-kind food aid constitute not more than [X%] of the total in-kind food aid donations.

¹⁶ In the case of a landlocked Member, additionally for the transit transport/delivery from the extra-territorial continentally contiguous port of final unloading to the destination territorial border.

- h. Description of relevant needs assessment (and by whom) and whether food aid is responding to a declaration of emergency or an emergency appeal (and by whom).
- i. Description of whether re-export of food aid is an option under the terms of the provision of food aid.

~~13. Food aid donor Members shall be required to notify to the Committee on Agriculture, on an annual basis, all relevant data.~~
