COMMISSION DECISION

of 7 December 1979

relating to a proceeding under Article 85 of the EEC Treaty in case No IV/29.266 and others (Cane Sugar Supply Agreements)

(Only the English text is authentic)

(80/183/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES

Having regard to the Treaty establishing the European Community and in particular Article 85 thereof,

Having regard to Council Regulation No 17 of 6 February 1962 [1] and in particular Article 2 thereof,

Having regard to the applications for negative clearance and notifications made to the Commission on 16 July 1976, 15 February 1977 and 26 August 1977 by Tate & Lyle Refineries Ltd, England, and Manbré Sugars Ltd, England in accordance with Articles 2 and 4 of the said Regulation No 17 in respect of agreements which both companies had jointly entered into with producers of cane sugar in certain African, Caribbean and Pacific (ACP) States, overseas countries and territories (OCT) and India,

Having regard to the publication of the summary of the notifications in *Official Journal of the European Communities* No C 229 of 27 September 1978, pursuant to Article 19 (3) of the said Regulation No 17,

Having regard to the Commission Decision of 8 November 1978 to commence proceedings,

Having regard to the opinion of the Advisory Committee on Restrictive Practices and Dominant Positions dated 14 February 1979 and delivered in accordance with Article 10 of the said Regulation No 17,

Whereas:

I. THE FACTS

The undertakings

1. Tate & Lyle Refineries Ltd is a subsidiary of Tate & Lyle Ltd, a compagny incorporated in the United Kingdom. Manbré Sugars Ltd is a subsidiary of Manbré and Garton Ltd, a company also incorporated in the United Kingdom. Between 16 July 1976 and 26 August 1977 Tate & Lyle Refineries Ltd and Manbré Sugars Ltd notified to the Commission and sought either a negative clearance or exemption pursuant to the provisions of Article 85 (3) of the EEC Treaty for 14 Agreements which they had jointly made with 14 States, 11 of whom are amongst the signatories to the ACP-EEC Convention of Lomé which had been concluded between African, Caribbean and Pacific States (ACP) and the EEC. The remaining three were divided — two overseas territories and India.

The Agreements

2. Tate & Lyle Ltd have since acquired a controlling interest in Manbré and Garton Ltd. In view of the fact that Tate & Lyle Refineries Ltd, and Manbré Sugars Ltd had previously jointly entered into each of the said agreements, they are hereinafter referred to as 'the purchasing companies'. The names of the States with whom these Agreements were made and the case numbers assigned in the Commission to each individual notification are as set out hereunder in alphabetical order:

No of case	*State*
29.266	Barbados
29.267	Belize
29.506	Congo
29.270	Fiji
29.268	Guyana
29.271	India
29.272	Jamaica
29.381	Malawi
29.273	Mauritius
29.274	St Kitts
29.275	Swaziland
29.276	Tanzania
29 269	Trinidad and Tobago
29 277	Uganda

The Agreements are dealt with jointly in this Decision as their object and effect should be considered collectively.

The product

3. Sugar is obtained by refining raw sugar obtained from either sugar cane or sugar beet. The mode of

---

[1] OJ No 13, 21. 2. 1962, p. 204/62.

production can be divided into two stages: (1) the production of the raw sugar from either cane or beet; and (2) the refining of that raw sugar into commercial brown or white sugar. At the first stage the processing of the cane or the beet to the state of raw sugar involves different techniques whilst the second or refining stage involves similar techniques. The first stage, namely the production of raw sugar is usually carried out close to the actual growing area. This means that cane sugar goes through this first stage in the African, Caribbean or Pacific region in which it is actually grown and the raw sugar is then shipped overseas to the refinery close to the actual market where the commercial sugar is to be sold. The two processes are thus distinct. In the case of raw sugar derived from beet both processes are usually carried out in the same factory which is normally situated close to the place where the sugar beet is grown. The location of the refining facilities for the processing of raw sugar has been developed as a consequence of the traditional trade patterns. Thus the raw sugar produced from sugar cane is produced within the producing State whilst the refining of that raw sugar is carried out close to the marketing area and in so far as the Agreements with which this Decision is concerned in the United Kingdom, these refining facilities are situated at or near seaports (London, Liverpool, etc.).

This Decision is concerned with the first stage of the production of sugar, namely the raw sugar processed from the sugar cane grown in the 14 States mentioned in paragraph 2 thereof (and hereinafter called 'the exporting States' and the relationship of that raw sugar to the total Community market for raw sugar. The Agreements under consideration in this Decision are designed to secure supplies of such raw sugar for refining by the purchasing companies in the United Kingdom. Their refineries, which are, as mentioned, situated at or near seaports, have traditionally relied on raw sugar from the exporting States as their raw material. In each of the other EEC Member States (other than Italy and France) market requirements are almost entirely met from beet grown within the States and processed and refined within the State. The Decision of the Court of Justice in the case Coöperatieve Vereniging 'Suiker Unie' UA and others v. Commission [1] has analysed the Community sugar market.

4. In so far as France is concerned, some 350 000 tonnes of raw cane sugar are received each year from the French overseas departments of Guadaloupe, Guyana, Martinique and Réunion for refineries in Nantes, Bordeaux and Marseilles. The production and the processing of sugar cane represents an essential element in the economy of these French overseas departments. Therefore special Community provisions apply to them [2]:

(a) the raw sugar produced by these territories is sold within the Community according to the principle of Community preference and without discrimination between the enterprises concerned;

(b) the production of these departments has a special mention within the total French quota (for example, as far as the marketing year 1974/75 was concerned, France had a total quota of 2 996 000 tonnes of white sugar, with 2 530 000 tonnes for Metropolitan France and 446 000 tonnes (white equivalent) for the French overseas departments);

(c) the provisions concerning the Guarantee Section of the European Agricultural Guidance and Guarantee Funds apply to them;

(d) where there is a difference between, on the one hand, the raw sugar refining margin taken into account in the determination of the intervention and threshold prices for raw sugar and, on the other hand, the margin necessary for the refining of raw preferential sugar, a differential charge fixed for the sugar marketing year in question is made on the latter sugar when it is put into free circulation except when it is imported for direct consumption or refined in a beet factory. A differential amount equal to that charge is granted for the raw sugar which is produced in the French overseas departments within the maximum quota and refined in a refinery or other production unit situated in the Community. In addition, a subsidy is paid from the guarantee section of the agricultural fund (EAGGF) for the refining of French overseas department sugar.

(e) France is authorized to grant the territories temporary adaptation aid as a contribution to the improvement of productivity.

II. ECONOMIC AND LEGAL APPRECIATION

Economic background

5. From 1951 until the date of accession to the European Economic Community (1 January 1973) most of the requirements for raw cane sugar for the United Kingdom were met by British Commonwealth countries under the terms of the Commonwealth Sugar Agreement of 1951 (hereinafter called 'CSA'). This was

(1) Joined cases 40 to 48, 50, 54 to 56, 111, 113 and 114/73, 3 ECR [1975], 1663, pp. 2022-2923, Grounds 613 to 621.

(2) See Council Regulation (EEC) No 2623/75 of 13 October 1975 (OJ No L 268, 17. 10. 1975, p. 1).

a collective Agreement entered into between sugar producers in the British Commonwealth and the British Government. It provided for long-term access to the UK of specific quantities of raw cane sugar from each producing country at a negotiated price ('negotiated price quotas'). The raw cane sugar was purchased by the Sugar Board, an agency of the British Government which then resold it to the purchasing companies for refining into commercial sugar and other by-products.

The CSA assured the United Kingdom of an annual supply of raw cane sugar amounting to about 1·74 million tonnes. This Agreement and certain other UK domestic measures led to the development of a substantial British cane sugar refining industry employing approximately 6 500 people. The existence of such an industry which could refine raw cane sugar and then market it, assured to the cane sugar producing countries a long-term stability of outlets for raw cane sugar produced from their cane sugar crops.

6. Pursuant to Protocol 17 annexed to the Act of Accession to the EEC, the UK was authorized in both 1973 and 1974 to import from the exporting countries, parties to the CSA, quantities of sugar equal to the amount of the negotiated price quotas under that Agreement. This authorization allowed the continuing operation of the CSA until the beginning of 1975. However, as a result of Accession, the purchasing companies were no longer allowed to import 'free' sugar (i.e. Commonwealth sugar not committed under the CSA), and with which formerly they could make up the balance of their requirements without paying an EEC import levy. This meant an immediate reduction in supplies to them for those years of about 70 000 tonnes. In order that this reduction could be shared equitably, the Sugar Board allocated the raw cane sugar supplies they got to each of the companies in proportion to their market share for the sale of sugar.

7. The UK in 1975 made, under the authority of the Council of the European Economic Community, special advance arrangements for the 1975 season with certain cane sugar producing countries.

8. The ACP-EEC Convention of Lomé was entered into on 28 February 1975. Protocol 3 annexed to that Convention [1] is designed to secure certain benefits to sugar exporting ACP States by giving them access at preferential rates to Community markets for specified quantities of cane sugar. The EEC, in Article 25 of the said Convention, undertook to purchase and import at guaranteed prices specific quantities of cane sugar, either raw or white, originating in ACP States and which those States undertook to deliver to the Community. The said Protocol 3 determines the conditions for implementation which are contained in Regulation (EEC) No 3330/74 [2], as amended by Regulation (EEC) No 1487/76 [3]. Further, by virtue of a Council Decision on overseas countries and territories (OCT) (entered into force on 28 February 1975 [4] (including Belize and St Kitts)), the provisions of the Protocol have been extended to include those countries. And again, an Agreement was entered into between the EEC and the Republic of India on 18 July 1975 [5] by which provisions analogous to those in the Lomé Convention were agreed for the purchase, import and delivery of sugar to the EEC from India at preferential rates for a specified quantity.

9. The preferential arrangements under the terms of the ACP-EEC Lomé Convention permit the entry into the EEC in each year from 1975 to 1980 of 1·42 million tonnes of raw cane sugar which are not subject to an import levy. This figure represents a serious diminution of the supplies of raw cane sugar available. Previously — under the CSA — the annual imports announted to 1·74 million tonnes, a figure on which the present capacity of this very capital intensive industry in the UK was based. The Agreements, the subject of this case, have been negotiated with sugar exporters in 11 ACP States, two overseas territories and India for the supply to the purchasing companies until 1980 of 1 134 000 tonnes annually. As can be seen from the chart in paragraph 11 many of the States involved retained an option quantity which they could sell elsewhere if they wished. Whilst the purchasing companies might be able to buy some or all of this option quantity they also might not be able to do so.

10. The commitment to supply under the Lomé Convention is to the Community as a whole and no longer specifically to the United Kingdom. The purchasing companies negotiated the Agreements being considered in this Decision as a matter of economic necessity for their continued commercial existence. They are nonetheless left with a considerable gap between their capacity to refine and the quantity of raw material secured by the Agreements. Their capacity is nearly 1·7 million tonnes whilst 1·1 million tonnes is secured by the Agreements under consideration.

The legal background

11. Each of the Agreements with which this case is concerned have been freely negotiated between the

(1) OJ No L 25, 30. 1. 1976, pp. 1 to 40 and pp. 114 and 115.

(2) OJ No L 359, 31. 12. 1974, p. 1.
(3) OJ No L 167, 26. 6. 1976, pp. 9 and 10
(4) OJ No L 268, 17. 10. 1975, pp. 43 and 44.
(5) OJ No L 190, 23. 7. 1975, p. 36.

producer and the purchaser. As an example of the type of Agreement involved, Agreement No 29.266 dated 29 April 1976 between Tate & Lyle and Manbré Sugars Ltd (the buyer) and the Barbados Sugar Producers Association Inc., the Barbados Sugar Factories Ltd and the Barbados Sugar Exporters Association Inc. (the seller) can be taken as a representative example. Agreements in the form of exchanges of letters concerning the guaranteed prices for the marketing years 1976/77 and 1977/78 have been entered into between the EEC and Barbados (among other ACP States) [1]. The main features of the principal Agreement as negotiated between the parties include the following provisions:

(a) the seller agrees to sell and the buyer agrees to buy sugar for shipment to the United Kingdom in accordance with the terms of the Agreement, and subject to such EEC Regulations as might from time to time be applicable during the period of the Agreement;

(b) by the definition section of the Agreement:

— the 'delivery period' means each period of 12 months commencing 1 July and ending 30 June in each year during the continuance of the Agreement,

— the 'agreed quantity' means the agreed quantity prescribed in respect of Barbados by Article 3 (1) of the Protocol adjusted (as the case may require) in accordance with Article 7 of the Protocol,

— 'ACP sugar' means cane sugar, raw or white, originating in sugar exporting ACP States, the marketing of which is presently regulated by the Protocol,

— 'the representative rate' means at any time the rate then applicable under the rules of the EEC Common Agricultural Policy for converting the United Kingdom intervention prices for sugar from units of account to sterling,

— 'the monetary compensatory amount' means the monetary compensatory amount received or paid in accordance with EEC Regulations, in respect of each cargo imported into the UK;

(c) during the period of the Agreement (which is deemed to have commenced on 28 February 1975) the seller undertakes to sell Barbados raw ACP sugar in bulk to the buyer in the quantities and on the terms set out in the Agreement and the buyer undertakes to import and refine the sugar in the UK for consumption there or elsewhere in the EEC. Sugar sold under the Agreement is to be of fair average quality from the current or immediately preceding crop at the time of shipment;

(d) the quantity of sugar to be shipped under the terms of the Agreement during the period ending 30 June 1975 is the quantity prescribed by Article 3 (3) of the Protocol (29 600 tonnes white value less the quantity in tonnes white value of special sugars shipped during that period);

(e) for all deliveries made under the Agreement up to 31 December 1975 the price of £ 260 sterling per long ton was to be paid. Deliveries in that case were deemed to have comprised all sugar shipped under the terms of the Agreement in vessels sailing from Barbados on or before 31 December 1975;

(f) for all subsequent deliveries made under the Agreement after 31 December 1975, the price, expressed in sterling per long ton, is the guaranteed price for raw sugar negotiated for the delivery period in question pursuant to Articles 5 and 4 (3) of the Protocol;

(g) from 1 July to 31 December 1975 the buyer undertakes to accept shipment of a maximum quantity of sugar such as to bring the total quantity shipped by Barbados under the Protocol during 1975 to the agreed quantity;

(h) payment is to be in sterling in London to a bank or agent nominated by the seller;

(i) the provisions relating to quantities and timing of deliveries are subject to modification within the range of tolerances allowed under the EEC rules and regulations applicable from time to time;

(j) the buyer undertakes that if terms for the purchase of ACP sugar more favourable to the seller than those accorded to him in the Agreement are agreed by the buyer with any other supplier of ACP sugar, similar terms must be immediately offered to the seller. Further, if any premium in excess of the guaranteed price (pursuant to Articles 5 and 4 (3) of the Protocol) other than a special premium of a fixed amount, is paid by the buyer to any other ACP sugar producer in the light of market conditions, the same premium is to be offered to the seller;

(k) from 1 January 1976, the Agreement does not bind the parties in such a way as to derogate from arrangements to be made between the United Kingdom Government and sugar exporting ACP States under the EEC Council Decision of

---

[1] The first, dated 14 July 1976, was published in OJ No L 176, 1. 7. 1976, p. 3, as an Annex to Council Regulation (EEC) No 1654/76, and the second, dated 6 July 1977, was published in OJ No L 168, 6. 7. 1977, p. 43, as an Annex to Council Regulation (EEC) No 1508/77.

19 November 1974 in order to secure — if market conditions make it appropriate — either a supplement to the guaranteed price or an alternative price, on a basis comparable to the one in force in 1975, to ensure a smooth and adequate supply of ACP sugar to the UK;

(l) the Agreement continues in force until 30 June 1980 unless the seller, by notice given in writing to the buyer not later than 1 July 1979, elects to extend its duration to 30 June 1982;

(m) if during any extension of the Agreement the Protocol is reviewed the parties consult together and if necessary, make appropriate adjustments.

The annual agreed quantities prescribed by the Protocol subsequent to June 1975 and the annual quantities to be delivered to the purchasing companies by the exporters in each State under the separate Agreements are as follows:

(in tonnes white value (1))

No of case	States in alphabetical order	Agreed quantity	Quantity for purchasing companies	Option quantity	Special sugars
29.266	Barbados	49 300	19 299	—	5 609
29.267	Belize	39 400	35 460	3 940	—
29.506	Congo	10 000	10 000	—	—
29.270	Fiji	163 600	163 600	—	—
29.268	Guyana	157 700	129 311	14 368	14 021
29.271	India	25 000	25 000	—	—
29.272	Jamaica	118 300	106 470	11 830	—
29.381	Malawi	20 000	5 000	—	—
29.273	Mauritius	487 200	440 464	64 736	—
29.274	St Kitts	14 800	13 320	1 480	—
29.275	Swaziland	116 400	116 400	—	—
29.276	Tanzania	10 000	10 000	—	—
29.269	Trinidad & Tobago	69 000	54 528	6 059	8 413
29.277	Uganda	5 000	5 000	—	—

(1) The white value is calculated by means of a formula applied to raw sugar.

(The above list contains all the Agreements covered by this Decision)

12. As may be seen, two States have contracted to sell less than half their annual agreed quantity; six States have retained an 'option quantity', amounting to approximately 10 % of their agreed quantity, which they may, if they wish, sell to other buyers; three States have retained a further quantity for delivery of traditional special sugars to the EEC and six States have contracted to sell the total of their agreed quantity to the UK refiners. Whether the sellers who have stipulated an option to sell 10 % elsewhere in the Community will do so, depends on the balance of commercial advantage to them.

13. The price to be paid to the sugar producers by the purchasing companies for shipments made up to 31 December 1975 was £ 260 per long ton, the price guaranteed to the producing countries by the UK Government with the authorization of the Community. For shipments made thereafter the price to be paid under the Agreements was to be based on the guaranteed price for raw sugar negotiated under Article 5 (4) of Protocol 3. The price in fact is to be composed of three elements:

(i) an amount not exceeding the price guaranteed by the Community to the exporting States. (This price — expressed in units of account — is negotiated annually between the Community and the ACP countries involved 'within the price range obtaining

in the Community, taking into account all relevant economic factors');

(ii) in certain cases, a small special premium expressed as either a single sum per tonne of sugar supplied in 1975, or as a smaller amount per tonne supplied during each of the five years of the guarantee; and

(iii) a share of any 'market premium' which the purchasing companies may secure in marketing sugar after the deduction of a refining margin.

14. The parties have not fixed the resale prices. Subject to the applicable national and Community rules, the selling prices for sugar refined from the raw cane sugar depend on market conditions in the Community. The price structure involved in the Agreements (see paragraph 13) enables the exporting States to benefit from market prices in excess of the price guaranteed by the Community.

15. The Agreements date from 28 February 1975, with the exception of the Malawi Agreement, which dates from 1 July 1976, and that with the People's Republic of the Congo from 15 July 1977. They are all valid until 30 June 1980 with provision in all cases, except that of the Congo, for a two year extension. This period of validity corresponds to the term of the Lomé Convention, namely five years from the date of its entry into force expiring on 1 March 1980. Negotiations are to be opened 18 months before this date to examine what provisions are to take its place. However Protocol 3, with which this Decision is concerned, was concluded for an 'indefinite period' (Article 1 (1)), and in the event that the Convention ceases to be operative, the sugar supplying States and the Community have agreed to adopt appropriate institutional provisions to ensure a continued application of the provisions of Protocol 3. After 1 March 1980, the Protocol shall remain in force or may be denounced by the Community with respect to each ACP State and by each ACP State with respect to the Community, subject to two years' notice (Article 10).

16. The fact that this Protocol is of indefinite duration (Article 1 (1)), and the fact that the general safeguard clause of the Lomé Convention (Article 10) is not applicable (Article 1 (2)) to it demonstrates the importance attached to it by both the subscribing States and the EEC.

17. This Protocol was concluded by the Community against the background of the EEC sugar policy as applied within the terms of the common agricultural policy. Guaranteed prices and production quotas for beet sugar within the Member States form part of that sugar policy.

Article 39 of the Treaty names, as amongst the specific objectives of the common agricultural policy, the stabilizing of markets, an assurance of the availability of supplies, and ensuring that supplies reach consumers at reasonable prices. The provisions of the Lomé Convention implemented by the provisions of Regulation (EEC) No 3330/74 assist in achieving these objectives by securing an additional source of raw sugar outside the territory of the Community for manufacturers of sugar products situated within the territory of the Community.

18. In so far as the system within the Community is concerned there are three categories of 'quota' within which the sugar producing industry in each Member State must operate. Each Member State is allowed an 'A quota' fixed by the Council of Ministers in each year which the national Government divides up amongst the sugar producers in the State. Each producer is guaranteed the full intervention price — as fixed each year by the Council of Ministers of Agriculture — in respect of his A quota. There is also allocated to each producer a 'B Quota', fixed annually by the Council and expressed as a percentage of the A quota, in respect of which the producer is also entitled to receive the full intervention price but he is in turn obliged to pay a measured percentage of that price — or 'production levy' — back to the Community to assist in meeting the losses incurred in the marketing of such sugar.

The third category is the so-called 'C' sugar and whilst no quantity is mentioned this term applies to all sugar produced over and above the quantities of A quota and B quota sugar in respect of which he is guaranteed an intervention price. C sugar must be sold by the producer outside the Community before a certain date in each year.

A producer who wishes to export A and B quota sugar outside the Community may be entitled to 'export refunds' under the system prescribed in Regulation (EEC) No 3330/74. These export refunds are paid to an exporter successful in a competitive tender for refunds from the EAGGF funds.

III. NON-APPLICABILITY OF ARTICLE 85 (1) OF THE EEC TREATY

19. Article 85 (1) of the EEC Treaty prohibits as incompatible within the common market all Agreements between undertakings and concerted practices which

may affect trade between Member States and which have as their object or effect the prevention, restriction or distortion of competition within the common market.

20. Each of the Agreements concluded between the purchasing companies and the companies in the exporting States are Agreements between undertakings. In order that a proper assessment may be made of their effect within the terms of Article 85 (1) of the Treaty, it is necessary to consider them collectively, as together they effectively harness a significant proportion of the source of supply of raw sugar derived from sugar cane available for refineries within the EEC and which would not be subject to an import levy. These Agreements were each concluded for a period of five years, and, with one exception, were renewable by the seller for a further two years. They are for sale and purchase and their object is to ensure long-term outlets in the Community to the producing countries and long-term supplies for the UK purchasers. There is a provision in all of them for an upward revision of price should any of the sellers obtain a more favourable price than the others.

21. However, there is no indication that the buyer was in any position to exercise a monopoly power. The 'protocol quantity' of raw sugar has to be accepted by the Community, but need not have entered the Community through the existing refineries. These Agreements have been freely entered into by the sellers; there is no restrictive effect going beyond the normal commercial obligations of sellers and buyers to each other contained in this type of long-term contract.

22. There appears to be some interest on the part of sugar beet factories within the Community to acquire part of the preferential sugar and it should be noted in this regard that the Agreements do not prevent supplies being available for other undertakings interested in refining raw sugar. Such supplies remain available from:

(a) approximately 170 000 tonnes of preferential sugar not formally committed under the Agreements (option and other quantities); and

(b) raw cane sugar produced in the French Overseas Departments which are not committed under certain long-term contracts entered into with French refineries.

23. The Agreements have, it should be noted, been concluded under circumstances replacing the earlier arrangements, under which such raw sugar was imported into the Community. These types of long-term contracts are as requested by the developing territories and are considered to be the best mode of continuing traditional patterns of trade in the context of changed circumstances and they are within the objectives contemplated by Article 39 of the Treaty.

24. Considering the matters herein set out, the Agreements of themselves do not have as their object or effect the prevention, restriction or distortion of competition within the common market. Thus they do not fall within the scope of Article 85 (1) of the EEC Treaty.

Application of Article 2 of Regulation No 17

25. The Commission may certify that on the basis of the facts in its possession and having regard to the legal position there are no grounds under Article 85 (1) of the Treaty for action on its part and that a negative clearance — to continue for so long as the position as to fact and law remains as at the date of this Decision — may be given to the Agreements in question.

26. One observation was submitted to the Commission on the part of a third party after publication pursuant to Article 19 (3) of Regulation No 17 in *Official Journal of the European Communities* No C 229 of 27 September 1978. It concerned the interest of a Community sugar beet factory to obtain limited supplies of white sugar and does not affect the factual or legal appreciation set forth in this Decision in respect of the Agreements involved.

HAS ADOPTED THIS DECISION:

Article 1

On the basis of the facts in its possession the Commission has no grounds for action under Article 85 (1) of the Treaty establishing the European Economic Community in respect of the 14 Agreements made by Tate & Lyle Refineries Ltd and Manbré Sugars Ltd with the undertakings listed in the Annex to this Decision and notified on the dates therein set out for the long-term supply of raw sugar derived from sugar cane.

Article 2

The Decision is addressed to each of the undertakings listed in the Annex to this Decision and also to:

— Tate & Lyle Refineries Ltd, Leon House, High Street, Croydon, United Kingdom,

— Manbré Sugars Ltd, Winslow Road, Hammersmith, London W6, United Kingdom.

Done at Brussels, 7 December 1979.

For the Commission

Raymond VOUEL

Member of the Commission

ANNEX

Date of notification	*Undertaking*	
16. 7. 1976	Barbados Sugar Producers' Association Inc., Eagle Hall, 13 Barbados Barbados Sugar Factories Ltd Inc., Eagle Hall, 13 Barbados Barbados Sugar Exporters' Association, Bridgetown, Barbados	acting jointly and severally
16. 7. 1976	Belize Sugar Industries Ltd, 21 Great Tower Street, London	
16. 7. 1976	The Fiji Sugar Corporation Ltd, Suva, Fiji	
16. 7. 1976	Bookers Sugar Company Ltd (Guyana), 83 Cannon Street, London	
16. 7. 1976	The Sugar Industry Authority of Jamaica, Kingston 10, Jamaica	
16. 7. 1976	The Mauritius Sugar Syndicate, Plantation House, Port Louis, Mauritius	
16. 7. 1976	The St Kitts (Basseterre) Sugar Factory Ltd, Basse Terre, St Kitts	
16. 7. 1976	The Swaziland Sugar Association, Mbabane, Swaziland	
16. 7. 1976	Sugar Development Corporation Tanzania, Dar-es-Salaam, Tanzania	
16. 7. 1976	Caroni Ltd (Trinidad and Tobago), Couva, Trinidad	
16. 7. 1976	Food and Beverages Ltd of Uganda, Kampala, Uganda	
19. 7. 1976	The State Trading Coporation of India Ltd, Chandralok, 36 Yanbath, New Delhi, India	
15. 2. 1977	The Sugar Corporation of Malawi Ltd, Limbe, Malawi	
26. 8. 1977	Société Congolaise Agro-Industrielle, Nkayi, People's Republic of the Congo	