AGREEMENT BETWEEN THE EUROPEAN ECONOMIC COMMUNITY AND MOROCCO


1. At the meeting of the Council on 14 June 1976 (C/M/114) the CONTRACTING PARTIES were informed that on 27 April 1976 the European Communities and Morocco had signed the following instruments, copies of which were transmitted to the secretariat and circulated to contracting parties with document L/4381:

- Co-operation Agreement between the European Economic Community and the Kingdom of Morocco;
- Agreement between the member States of the European Coal and Steel Community and the Kingdom of Morocco;
- Interim Agreement between the European Economic Community and the Kingdom of Morocco.

2. At the meeting of the Council on 17 September 1976 (C/M/116) a Working Party was set up with the following terms of reference:

"To examine, in the light of the relevant provisions of the General Agreement, the provisions of the agreements between, on the one hand, the European Economic Community and the member States of the European Coal and Steel Community and, on the other hand, the Government of Morocco, signed on 27 April 1976 (L/4381), and to report to the Council." (L/4403/Rev.2)
3. The Working Party met on 3 and 17 October 1977 under the Chairmanship of Mr. K. Sandilya (India). It had available the text of the instruments cited above\(^1\), as well as the replies by the European Economic Community to questions which had been asked by contracting parties (L/4515). Morocco was represented at the meetings by an observer.

**GENERAL ISSUES**

4. In his opening statement, the spokesman for the European Communities first recalled the main lines and general context of the three Co-operation Agreements concluded between the European Communities and, respectively, Tunisia, Algeria and Morocco. With the object of achieving broad co-operation that would contribute to the economic and social development of the three countries of the Maghreb and foster a strengthening of relations between those countries and the European Communities, the three agreements provided for the implementation of measures and actions in the field of economic, financial and technical co-operation and in the labour and trade fields. With regard to Morocco, the spokesman for the European Communities recalled that the Association Agreement of 1969\(^2\), which had been examined by GATT in 1970, bore only on trade arrangements and contained a provision stipulating that that Agreement would be followed by a new agreement on a wider basis. The 1976 Agreement constituted that new agreement. For the European Communities, the Agreement constituted further implementation of the 1957 Declaration of Intent annexed to the Rome Treaty in respect of the independent countries of Morocco.

---

\(^1\)For convenience these instruments are referred to collectively in this document as "the Agreement".

\(^2\)L/3227/Add.1 and Corr.1
the franc area and fell within the very specific context of the historical and geographical background to relations between the parties. Furthermore, the Agreement constituted an essential pillar of co-operation between the European Communities and the developing countries in the same way as, for example, the Lomé Convention\(^1\) or the agreements concluded in 1977 with the four countries of the Machrek\(^2\). The Agreement was of indeterminate duration with provision for general review, and the first such review would be made in 1978. Pending completion of the procedures for ratification of the Agreement, its trade provisions had been given advance implementation with effect from 1 July 1976 by the conclusion of an Interim Agreement which had since then been extended, without amendment, pending the entry into force of the Agreement. The spokesman for the European Communities outlined the principal trade provisions of the Agreement. Since 1 July 1976, the European Economic Community (EEC) had been respecting the obligation to eliminate duties and other restrictive regulations of commerce with respect to substantially all its trade with Morocco, as provided in the General Agreement for the formation of a free-trade area. For products other than those covered by the common agricultural policy, i.e. raw materials and industrial products, including products of the European Coal and Steel Community, Moroccan exports enjoyed unrestricted access to the market of the Communities.

\(^1\)Distributed to contracting parties with documents L/4193 and L/4198.

\(^2\)Distributed to contracting parties with documents L/4521-4524.
There were only two temporary departures from that general principle, in respect of exports of cork and of refined petroleum products. In 1975, non-agricultural products had accounted for approximately 61 per cent of EEC imports from Morocco. On the agricultural side and taking into account the specific characteristics of agriculture, the régime applied by the EEC to exports from the Maghreb countries covered the major part, but not all, of those products, with certain specific provisions such as quotas, an import calendar, observance of the rules laid down under the EEC common organization of markets, and a safeguard clause. Tariff concessions granted by the EEC on agricultural products, ranging between 20 and 100 per cent, covered approximately 30 per cent of the three countries' exports. Furthermore, taking into account the current level of development and the economic development needs of the country concerned, and likewise the need to ensure a better balance in trade with the European Communities, the Agreement did not at present comprise any reciprocal free-trade obligation. Morocco undertook to maintain the régime existing at the date of entry into force of the Interim Agreement, while retaining the possibility of strengthening its customs protection to the extent necessary for its industrialization and development needs. The Agreement was therefore consonant with the principles set forth in Part IV of the General Agreement. Nevertheless, trade liberalization was the ultimate objective of the Agreement. The relevant measures would have to be re-examined when the gap between levels of development had narrowed. In conclusion, the spokesman for the European Communities underlined that his authorities were convinced that the objectives of
economic development and more balanced trade relations, which the partners had set themselves in the Agreement of unlimited duration, were fully in line with the attainment of the objectives underlying the GATT and motivating action by the CONTRACTING PARTIES, and that the provisions laid down to that end were consistent with the provisions of the General Agreement. The European Communities accordingly were requesting the CONTRACTING PARTIES to examine the Agreement as such, on its own merits, having regard to the objectives as a whole of the General Agreement, and as a positive contribution to the solution of development problems.

5. Associating himself with the remarks made by the spokesman for the European Communities, the observer of Morocco recalled that an Association Agreement concluded in 1969 had been examined by a GATT Working Party in 1970 and that the 1969 Agreement had provided for the conclusion of an agreement extended to other areas of co-operation. Furthermore, Morocco was not a contracting party to the General Agreement. The objective of the 1976 Agreement was consistent with Morocco's development policy and consequently the Agreement was not in contradiction with the provisions of the General Agreement. For example, the Agreement provided that Morocco and the EEC would seek possibilities for progressing toward the elimination of barriers to trade. In the field of trade, Morocco was applying to the EEC treatment no less favourable than most-favoured-nation treatment, with the exception of preferences granted in specific cases, such as the measures adopted with a view to economic integration of the Maghreb, or measures in favour of other developing countries. Morocco was making constant efforts to ensure its development without adversely affecting other countries. The Agreement responded to that objective. The observer of Morocco
likewise referred to the relations traditionally maintained by Morocco with the member States of the EEC, underlining the significant volume of trade. Nevertheless, Morocco was endeavouring to diversify its economic and trade links. With respect to investment promotion, guarantees were offered to any foreign investor without any discrimination. To that end, an investment code had been established. Morocco was therefore an open country. In conclusion, the observer of Morocco said that although his country was not a contracting party to the General Agreement, it had requested and obtained observer status in the current year; that was a first step towards closer relations with GATT. Furthermore, taking into account increased development needs, Morocco considered that the Agreement was consistent with the provisions of the General Agreement.

6. One member of the Working Party, noting that the Agreement was presented as a "new model" for economic relations between developed and developing countries, said that while some of its aspects coincided with the views of his Government concerning these relations, other aspects gave rise to concern and would require close and continuous scrutiny in GATT. He welcomed the confirmation by the spokesman for the European Communities that the Agreement did not provide for present or future reverse preferences, but expressed concern at the rules of origin, which might in several cases have the same effect as reverse preferences and deflect trade from lower cost suppliers, often at an increased cost to the developing country and thereby deflect scarce resources from other development needs. He and another member of the Working Party believed that the Working Party should recommend to the Council
that the Agreement be reviewed on a biennial basis in GATT, with the first review to include an examination of the impact of the rules of origin on third countries' trade. He said that his Government expected that the European Communities would be prepared to seek appropriate solutions whenever the preferences granted to Morocco under the Agreement caused difficulties to his country's trade interests.

7. One member of the Working Party noted that the Agreement had some features which made it somewhat different from agreements which had been examined earlier in GATT in the framework of Article XXIV. He said that taking into account the changing patterns of world trade, it was only natural that all situations could not have been foreseen when the General Agreement was drafted, and that its deficiencies should not prevent contracting parties from concluding agreements which reflected present needs. His authorities considered that the Agreement was a reflection of such needs and represented a courageous and constructive effort to develop trade and economic relations between developed and developing countries. He said that the novelty of the Agreement should not constitute an obstacle to its being examined objectively and on its individual merits, and that the examination should be undertaken in a positive spirit, taking particular account of Part IV of the General Agreement and the objectives which governed and motivated GATT.
8. One member of the Working Party said that his Government recognized the traditional trading and historical links between the member States of the European Communities and Morocco and noted that the Agreement was a comprehensive approach aimed at assisting the development of a Maghreb country. While stressing that his authorities were sympathetic to the general objectives of the Agreement, he said that several of its aspects nevertheless raised questions with regard to its conformity with the General Agreement. He noted, for example, that Morocco was not required initially to assume import obligations with respect to products from the European Communities corresponding to the import commitments entered into by the European Communities, although such reciprocal obligations would appear to be required by Article XXIV. In this regard he noted the argument that whatever obligations Morocco might have with regard to Article XXIV were modified by the application of Part IV of the General Agreement. He said that the relationship between Part IV and Article XXIV was not clear, and that in any event, his authorities would not agree that Part IV or any Article thereof took precedence over the requirements of Article XXIV, the only exceptions to which appeared to be spelled out in Article XXIV:8(b). In this context he noted that Part IV itself did not provide for exceptions, which gave rise to the question whether Part IV could or should be applied selectively to certain developing countries but not to others.

9. One member of the Working Party recalled his Government's belief that while the initiatives of the developed countries in granting concessions to a group of developing countries was a development which met the hopes and aspirations
expressed by the developing countries, there should also be an extension of such
concessions - if not on a global basis immediately, at least on a commodity-by-
commodity basis - to other developing countries so that they would not be
disadvantaged, especially where their vital trade interests were involved. His
authorities regarded the Agreement as a precursor of similar efforts to look at
the problems and requirements of other developing countries, so that all
developing countries could benefit from close economic co-operation with the
European Communities. Such an approach, which should be adopted by all developed
countries, would be fully consistent with the principles of the General Agreement,
especially those expressed in Part IV, and should also constitute a direct step
towards the establishment of a New International Economic Order. He assured the
representative of Morocco that his authorities did not begrudge that country the
benefits likely to be derived from the Agreement, but he appealed that in the
larger interests of co-operation among developing countries as a whole, the
Moroccan authorities should not take a narrow view or bar equivalent provisions
to other developing countries or withhold like treatment for like products. He
added that the evolution of the European Community's relationship with Morocco
must proceed in step with the evolution of its relationship with the rest of the
developing world, and said that the two sets of relationships were not only
complementary to each other but were also mutually reinforcing.

10. One member of the Working Party noted that most agricultural products
were excluded from the elimination or reduction of customs duties or quantitative
restrictions provided for in the Agreement and that Morocco was not obliged to eliminate or reduce its customs duties or other regulations of commerce with respect to imports from the European Communities. These factors led his Government to doubt whether the Agreement was compatible with Article XXIV. He cited the opinion previously expressed by the spokesman for the European Communities that the Agreement was consistent with the spirit and letter of Part IV of the General Agreement, and that it fell within the specific context of the historical and geographical background to the parties relations. Nevertheless, his authorities considered that the Agreement discriminated against other developing countries. He said that this was inappropriate in the light of Part IV, which should be applied both in letter and spirit to developing countries generally. In this sense, his Government considered that it would have been better to include the preferential features of the Agreement in the European Communities scheme under the Generalized System of Preferences.

11. Several members of the Working Party expressed the view that the Agreement was in full conformity with the General Agreement.

12. After the general discussion set out above, the Working Party proceeded to an examination of the Agreement based on the questions and replies on more specific matters, as reproduced in document L/4515. The main points made during the discussion are set out below.
13. One member of the Working Party, referring to the replies to questions 2 and 3, noted that Morocco was not required initially - as regards imports of products originating in the EEC - to assume obligations corresponding to the undertakings given by the EEC. Since the Agreement was to be of unlimited duration, he asked when the relationship of non-reciprocity would cease, and whether there would be any particular formula applied, for example, some level of development. He also enquired as to whether this aspect of the Agreement was tied to a formal status of Morocco as a developing country.

14. In reply, the spokesman for the European Communities recalled that as provided by the terms of the Agreement, the parties would review every five years the results of the Agreement and any improvements which could be made by either side, the first such periodic examination to be held in 1978. Referring to Article 30, he said that future options were completely open in this respect and that his authorities were hopeful with regard to the future prospects for the economic development of Morocco.

15. One member of the Working Party referred to the reply to question 9 and asked whether any dispositions had been made for additional concessions for Morocco in the event that the EEC entered into an agreement with a third country providing for larger concessions than those contained in the Agreement, especially in the light of Article 36 of the Interim Agreement.

16. The spokesman for the European Communities referred to the reply to question 6(c) and said that the Agreement dealt only with trade between the EEC and Morocco.
17. One member of the Working Party referred to the reply to question 10 in connexion with Moroccan exports to the EEC, and expressed the opinion, shared by another member of the Working Party, that the stringent rules of origin provided for in the Agreement would result in components being largely sourced in the EEC, even if this were more expensive for the Moroccan manufacturers. He did not dispute the need for rules of origin, but urged that they be reasonable with regard to the percentage for local content. Also, if substantial processing in Morocco were the only guarantee of real development, he asked why an exception had been granted for components produced in the EEC member States.

18. One member of the Working Party referred to the reply to question 5 in Annex II to L/4515 and asked for an explanation as to the "objective criteria" on which the rules of origin were based. He asked whether the requirements in the rules of origin in agreements concluded with various countries differed so as to meet the different economic needs of those countries. He noted that the value requirements in the rules under examination appeared to range from 50 per cent to as high as 97 per cent in some instances. Moreover, in the light of the provision in Article 4 of Protocol No. 2, with regard to the valuation being set on the basis of the ex-works price of the goods obtained, the real percentages would in some instances be even higher than what would otherwise appear. He enquired whether the parties envisaged changes in the rules of origin over the course of time as conditions changed, and said that this element pointed up the need for a periodic GATT review of the Agreement, especially with regard to the effects of the rules of origin.
19. The spokesman for the European Communities said that rules of origin were clearly needed in order to ensure that the benefits under the Agreement accrued to the parties. He said that his authorities did not regard the rules in question as especially strict, and noted that the General Agreement did not set out any criteria for rules of origin, which could vary as the parties' needs varied from case to case. In this context he cited as an example the similar rules in the Lomé Agreement. He said that the rules of origin in the Agreement under examination understandably provided that items already produced in the EEC member States would be treated favourably if they re-entered as components in products made by Moroccan manufacturers. Also, it was normal for individual percentages for local content to be higher for some products than for others. He added that it was by no means excluded that the rules of origin might be modified in the future. With regard to future GATT examinations, he stated his authorities' view that biennial reports would be appropriate.

20. Referring to the reply to question 2 in Annex II to document L/4515 - as to whether the reintroduction of duties was optional or automatic - the spokesman for the European Communities confirmed that the application of duties was not automatic but required a decision.

21. With respect to the statistical table in the reply to question 12 in Annex II to document L/4515, the spokesman for the European Communities presented an amendment correcting certain values and percentages in respect of total Community imports of products originating in Morocco.
22. Referring to the corrected figures, a member of the Working Party pointed out that the percentage of imports exempt from customs duties and levies under generalized preferences had been 62.9 per cent in 1975, that the percentage of imports exempt from customs duties and levies under the Agreement had been 70.9 per cent in that same year, and that consequently there had been a difference of 8 per cent as between products covered by the Generalized System of Preferences and those covered by the Agreement. Considering the relationship between the Agreement and the Generalized System of Preferences, he drew the Working Party's attention to the significance of preferences in the Agreement.

23. In reply, the spokesman for the European Communities observed that the two lines of figures were not entirely comparable, and that in the case of Morocco there was the full benefit of tariff reductions regardless of intended use, whereas under the Generalized System of Preferences there were certain limitations.

24. In response to an inquiry raised by a member of the Working Party in connexion with questions 17-24 in Annex II to document L/4515, the observer of Morocco presented statistical information related to his country's imports from the EEC.

25. Referring to questions 25 and 26 in Annex II to document L/4515 concerning financial and technical co-operation under the Agreement, the spokesman for the European Communities said that while the loans from the European Investment Bank would not normally be available for purchases from suppliers outside the Communities, there could be exceptions to this.
GENERAL CONSIDERATIONS

26. There was general understanding in the Working Party for the historical, geographical and economic development considerations that had led to the conclusion of the Agreement. The view was expressed, however, that the concessions under the Agreement should have been extended to developing countries generally.

27. The parties to the Agreement and several other members of the Working Party were of the opinion that the Agreement was in full conformity with the General Agreement, in particular Part IV, and that it constituted a positive contribution to resolving the problem of economic development.

28. Several members of the Working Party held the view that it was doubtful that the Agreement was compatible with the requirements of GATT. Some of these members urged that the Agreement be reviewed every two years in the GATT, with the first review to include an examination of the impact of the rules of origin on third countries' trade.