

Amendment 265

Benoît Biteau

on behalf of the Greens/EFA Group

Eric Andrieu

Report

A8-0198/2019

Eric Andrieu

Common agricultural policy – amendment of the CMO and other Regulations
(COM(2018)0394 – C8-0246/2018 – 2018/0218(COD))

Proposal for a regulation

Recital 2 a (new)

Text proposed by the Commission

Amendment

(2 a) Given recurrent disturbances in the agricultural markets, notably as concerns the milk and the sugar sector, in order to stabilise the markets, to ensure a fair standard of living for the agricultural community and to preserve food sovereignty, the Commission should examine the prospect of new strong regulatory measures. These measures could include the introduction of new tools for supply regulation, improving upon the previous quota system, or the introduction of countercyclical support. These tools would make it possible to stabilise and secure producers' income, and to guard against structural overproduction, which are necessary conditions to realise the Green Deal's ambition for an agricultural transition.

Or. en

Amendment 266

Benoît Biteau, Bronis Ropé

on behalf of the Greens/EFA Group

Report

A8-0198/2019

Eric Andrieu

Common agricultural policy – amendment of the CMO and other Regulations
(COM(2018)0394 – C8-0246/2018 – 2018/0218(COD))

Proposal for a regulation

Article 1 – paragraph 1 – point 3 a (new)

Regulation (EU) No 1308/2013

Article 15 – paragraph 2

Text proposed by the Commission

Amendment

(3 a) In Article 15, the following paragraph is added:

‘2a. When fixing the level of the public intervention price, the Council shall use objective and transparent criteria, which shall be in line with the objective of ensuring a fair standard of living for the agricultural community, in accordance with Article 39 TFEU.

Or. en

Justification

The amendment urges for greater transparency in the Council's decision-making.

Amendment 267**Benoît Biteau**

on behalf of the Greens/EFA Group

Report**A8-0198/2019****Eric Andrieu**Common agricultural policy – amendment of the CMO and other Regulations
(COM(2018)0394 – C8-0246/2018 – 2018/0218(COD))**Proposal for a regulation****Article 1 – paragraph 1 – point 4 – point b a (new)**

Regulation (EU) No 1308/2013

Article 23

*Text proposed by the Commission**Amendment****(b a) Article 23 is amended as follows:******(i) in paragraph 3, point (b) is replaced by the following:******"(b) drinking milk and lactose-free versions thereof, and plant-based alternatives to milk."******(ii) paragraph 6 is replaced by the following:******"6. Products distributed under the school scheme shall not contain any of the following:******(a) added sugars;******(b) added salt;******(c) added fat;******(d) added sweeteners;******(e) added artificial flavour enhancers E 620 to E 650 as defined in Regulation (EC) No 1333/2008 of the European Parliament and of the Council^{1a}."***

^{1a} Regulation (EC) No 1333/2008 of the European Parliament and of the Council of 16 December 2008 on food additives (OJ L 354, 31.12.2008, p. 16).

Or. en

Justification

This amendment part (i) serves to enable plant-based alternatives to milk to be made available within the school schemes. Part (ii) serves to ensure that no products distributed under the school scheme shall contain added sugar, salt, fat, sweeteners or relevant flavour enhancers, with no exceptions. It removes the second subparagraph of the current article in Regulation 1308/2013, which allows a Member State to seek authorisation for these additives from its national health and nutrition authorities.

Amendment 268**Benoît Biteau**

on behalf of the Greens/EFA Group

Report**A8-0198/2019****Eric Andrieu**Common agricultural policy – amendment of the CMO and other Regulations
(COM(2018)0394 – C8-0246/2018 – 2018/0218(COD))**Proposal for a regulation****Article 1 – paragraph 1 – point 9 – point a**

Regulation (EU) No 1308/2013

Article 93 – paragraph 1 – point a – point v

*Text proposed by the Commission**Amendment*

(v) which is obtained from vine varieties belonging to *Vitis vinifera* or a cross between the *Vitis vinifera* **species** and other species of the genus *Vitis*.;

(v) which is obtained from vine varieties belonging to *Vitis vinifera* or ***Vitis Labrusca*, or** a cross between the **species** *Vitis vinifera*, ***Vitis Labrusca*** and other species of the genus *Vitis*.;

Or. en

Justification

There is no valid justification for excluding non-Vitis vinifera varieties from benefitting from designations of origin. Varieties such as 'Uhudler' or 'fragolino' are traditionally cultivated in specific regions of Europe, where they are well rooted in local cultures and are of socio-economic importance. These varieties should be protected against any form of misappropriation by means of precise production specifications, and this would have the further benefit of ensuring high quality standards.

Amendment 269**Benoît Biteau, Bronis Ropé**

on behalf of the Greens/EFA Group

Report**A8-0198/2019****Eric Andrieu**Common agricultural policy – amendment of the CMO and other Regulations
(COM(2018)0394 – C8-0246/2018 – 2018/0218(COD))**Proposal for a regulation****Article 1 – paragraph 1 – point 22 a (new)**

Regulation (EU) No 1308/2013

Article 148

*Text proposed by the Commission**Amendment**(22 a) Article 148 is replaced by the following:**" Article 148**Contractual relations in the milk and milk products sector**1. Where a Member State decides that every delivery of raw milk in its territory by a farmer to a processor of raw milk must be covered by a written contract between the parties and/or decides that first purchasers must make a written offer for a contract for the delivery of raw milk by the farmers, such contract and/or such offer for a contract shall fulfil the conditions laid down in paragraph 2.**Where a Member State decides that deliveries of raw milk by a farmer to a processor of raw milk must be covered by a written contract between the parties, it shall also decide which stage or stages of the delivery shall be covered by such a contract if the delivery of raw milk is made through one or more collectors.**For the purposes of this Article, a "collector" means an undertaking which transports raw milk from a farmer or another collector to a processor of raw milk or another collector, where the ownership of the raw milk is transferred in each case.*

1a. Where Member States do not make use of the possibilities provided for in paragraph 1 of this Article, a producer, a producer organisation, or an association of producer organisations may require that any delivery in raw milk to a processor of raw milk be the subject of a written contract between the parties and/or be the subject of a written offer for a contract from the first purchasers, under the conditions laid down in the first subparagraph of paragraph 4 of this Article.

If the first purchaser is a micro, small or medium-sized enterprise within the meaning of Recommendation 2003/361/EC, the contract and/or the contract offer is not compulsory, without prejudice to the possibility for the parties to make use of a standard contract drawn up by an interbranch organisation.

2. The contract and/or the offer for a contract referred to in paragraphs 1 and 1a shall:

(a) be made in advance of the delivery,

(b) be made in writing, and

(c) include, in particular, the following elements:

(i) the price payable for the delivery, which shall:

– be static and be set out in the contract and/or

– be calculated by combining various factors set out in the contract, which shall include relevant and easily comprehensible indicators and economic indices and the method of calculation of the final price, based on and referencing relevant production and market costs that are easily accessible and comprehensible reflecting changes in market conditions, the volume delivered and the quality or composition of the raw milk delivered

To that effect, Member States having decided to apply paragraph 1 may determine indicators, in accordance with

objective criteria and based on studies carried out on production and the food chain, in order to determine these at any time,

(ii) the volume of raw milk which may /or must be delivered and the timing of such deliveries. It shall not be possible to lay down penalty clauses for monthly breaches,

(iii) the duration of the contract, which may include either a definite or an indefinite duration with termination clauses,(iv) details regarding payment periods and procedures,

(v) arrangements for collecting or delivering raw milk, and

(vi) rules applicable in the event of force majeure.

3. By way of derogation from paragraphs 1 and 1a, a contract and/or an offer for a contract shall not be required where raw milk is delivered by a member of a cooperative to the cooperative of which he is a member if the statutes of that cooperative or the rules and decisions provided for in or derived from these statutes contain provisions having similar effects to the provisions set out in points (a), (b) and (c) of paragraph 2.

4. All elements of contracts for the delivery of raw milk concluded by farmers, collectors or processors of raw milk, including the elements referred to in point (c) of paragraph 2, shall be freely negotiated between the parties.

Notwithstanding the first subparagraph, one or more of the following shall apply:

(a) where a Member State decides to make a written contract for the delivery of raw milk compulsory in accordance with paragraph 1, it may establish:

(i) an obligation for the parties to agree on a relationship between a given quantity delivered and the price payable for that delivery;

(ii) a minimum duration, applicable only to written contracts between a farmer and the first purchaser of raw milk; such a minimum duration shall be at least six months, and shall not impair the proper functioning of the internal market;

(b) where a Member State decides that the first purchaser of raw milk must make a written offer for a contract to the farmer in accordance with paragraph 1, it may provide that the offer must include a minimum duration for the contract, set by national law for this purpose; such a minimum duration shall be at least six months, and shall not impair the proper functioning of the internal market.

The second subparagraph shall be without prejudice to the farmer's right to refuse such a minimum duration provided that he does so in writing. In such a case, the parties shall be free to negotiate all elements of the contract, including the elements referred to in point (c) of paragraph 2.

5. The Member States which make use of the options referred to in this Article shall notify the Commission of how they are applied.

6. The Commission may adopt implementing acts laying down measures necessary for the uniform application of points (a) and (b) of paragraph 2 and paragraph 3 of this Article and measures relating to notifications to be made by the Member States in accordance with this Article. Those implementing acts shall be adopted in accordance with the examination procedure referred to in Article 229(2)."

Or. en

Justification

This amendment aligns the wording on contracts, here in paragraph 2(c)(i) second indent, with the wording on contracts found in the compromise on Article 157. It is a matter of consistency, to ensure that the calculation method of the final price is included consistently in different types of contracts, across different sectors.

Amendment 270**Benoît Biteau**

on behalf of the Greens/EFA Group

Report**A8-0198/2019****Eric Andrieu**Common agricultural policy – amendment of the CMO and other Regulations
(COM(2018)0394 – C8-0246/2018 – 2018/0218(COD))**Proposal for a regulation****Article 1 – paragraph 1 – point 22 b (new)**

Regulation (EU) No 1308/2013

Article 149

*Text proposed by the Commission**Amendment**(22 b) Article 149 is replaced by the following:**"Article 149**Contractual negotiations in the milk and milk products sector**1. A producer organisation in the milk and milk products sector which is recognised under Article 161(1) may negotiate on behalf of its farmer members, in respect of part or all of their joint production, contracts for the delivery of raw milk by a farmer to a processor of raw milk, or to a collector within the meaning of the third subparagraph of Article 148(1).**2. The negotiations by the producer organisation may take place:**(a) whether or not there is a transfer of ownership of the raw milk by the farmers to the producer organisation;**(b) whether or not the price negotiated is the same as regards the joint production of some or all of the farmer members;**(c) provided that, for a particular producer organisation, all of the following conditions are fulfilled:**(i) the volume of raw milk covered by such negotiations does not exceed 7,5% of*

total Union production,

(ii) the volume of raw milk covered by such negotiations which is produced in any particular Member State does not exceed 45 % of the total national production of that Member State, and

(iii) the volume of raw milk covered by such negotiations which is delivered in any particular Member State does not exceed 45 % of the total national production of that Member State;

(d) provided that the farmers concerned are not members of any other producer organisation which also negotiates such contracts on their behalf; however, Member States may derogate from this condition in duly justified cases where farmers hold two distinct production units located in different geographic areas;

(e) provided that the raw milk is not covered by an obligation to deliver arising from the farmer's membership of a cooperative in accordance with the conditions set out in the cooperative's statutes or the rules and decisions provided for in or derived from these statutes; and

(f) provided that the producer organisation notifies the competent authorities of the Member State or Member States in which it operates of the volume of raw milk covered by such negotiations.

3. Notwithstanding the conditions set out in of point (c)(ii) and (iii) of paragraph 2, a producer organisation may negotiate pursuant to paragraph 1 provided that, with regard to that producer organisation, the volume of raw milk covered by the negotiations which is produced in or delivered in a Member State having a total annual raw milk production of less than 500 000 tonnes does not exceed 45 % of the total national production of that Member State.

4. For the purposes of this Article, references to producer organisations

include associations of such producer organisations.

5. For the purposes of applying point (c) of paragraph 2 and paragraph 3, the Commission shall publish, by such means as it considers appropriate, the amounts of raw milk production in the Union and the Member States using the most up-to-date information available.

6. By way of derogation from point (c) of paragraph 2 and paragraph 3, even where the thresholds set out therein are not exceeded, the competition authority referred to in the second subparagraph of this paragraph may decide in an individual case that a particular negotiation by the producer organisation should either be reopened or should not take place at all if it considers that this is necessary in order to prevent competition from being excluded or in order to avoid seriously damaging SME processors of raw milk in its territory.

For negotiations covering more than one Member State, the decision referred to in the first subparagraph shall be taken by the Commission without applying the procedure referred to in Article 229(2) or (3). In other cases, that decision shall be taken by the national competition authority of the Member State to which the negotiations relate.

The decisions referred to in this paragraph shall not apply earlier than the date of their notification to the undertakings concerned.

7. For the purposes of this Article:

(a) a "national competition authority" means the authority referred to in Article 5 of Council Regulation (EC) No 1/2003^[1b]

(b) a "SME" means a micro, small or medium-sized enterprise within the meaning of Recommendation 2003/361/EC.

8. The Member States in which

negotiations take place in accordance with this Article shall notify the Commission of the application of point (f) of paragraph 2 and of paragraph 6.”

^{1b} Council Regulation (EC) No 1/2003 of 16 December 2002 on the implementation of the rules on competition laid down in Articles 101 and 102 of the Treaty (OJ L 1, 4.1.2003, p. 1).

Or. en

Justification

This article amends point (c) in order to increase the amount of raw milk that may be collectively negotiated by a producer organisation, to afford them greater weight in negotiations with bigger actors, concentrated further up the supply chain. These changes are made in paragraph 2(c)(i-iii)

Amendment 271**Benoît Biteau**

on behalf of the Greens/EFA Group

Report**A8-0198/2019****Eric Andrieu**Common agricultural policy – amendment of the CMO and other Regulations
(COM(2018)0394 – C8-0246/2018 – 2018/0218(COD))**Proposal for a regulation****Article 1 – paragraph 1 – point 22 c (new)**

Regulation (EU) No 1308/2013

Article 164

*Text proposed by the Commission**Amendment**(22 c) Article 164 is replaced by the following**"Article 164**Extension of rules**1. In cases where a recognised producer organisation, a recognised association of producer organisations or a recognised interbranch organisation operating in a specific economic area or areas of a Member State is considered to be representative of the production of or trade in, or processing of, a given product, the Member State concerned may, at the request of that organisation, make binding for a limited period of time some of the agreements, decisions or concerted practices agreed within that organisation on other operators acting in the economic area or areas in question, whether individuals or groups, who do not belong to the organisation or association.**2. For the purposes of this Section, an "economic area" means a geographical zone made up of adjoining or neighbouring production regions in which production and marketing conditions are homogeneous, or, for products with a protected designation of origin or protected geographical indication recognised under Union law,*

the geographical zone laid down in the product specification .

3. An organisation or association shall be deemed representative where, in the economic area or areas concerned of a Member State, it accounts for:

(a) as a proportion of the volume of production of, or of trade in, or of processing of the product or products concerned:

(i) for producer organisations in the fruit and vegetables sector, at least 60 %, or

(ii) in other cases, at least two thirds; and

(b) in the case of producer organisations, more than 50 % of the producers concerned.

However, where, in the case of interbranch organisations, the determination of the proportion of the volume of production, or of trade in, or of processing of the product or products concerned gives rise to practical difficulties, a Member State may lay down national rules for determining the specified level of representativeness referred to in point(a)(ii) of the first subparagraph.

Where the request for an extension of its rules to other operators covers more than one economic area, the organisation or association shall demonstrate the minimum level of representativeness as defined in the first subparagraph for each of the branches it groups in each of the economic areas concerned.

4. The rules for which extension to other operators may be requested as provided for in paragraph 1 shall have one of the following aims:

(a) production and market reporting;

(b) stricter production rules than those laid down in Union or national rules;

(c) the drawing up of standard contracts and value-sharing and fair compensation clauses which are compatible with Union

rules;

(d) marketing;

(e) protecting the environment;

(f) measures to promote and exploit the potential of products;

(g) measures to protect organic farming as well as designations of origin, quality labels and geographical indications;

(h) research to add value to the products, in particular through new uses which do not pose a threat to public health;

(i) studies to improve the quality of products;

(j) research, in particular into methods of cultivation permitting reduced use of plant protection or animal health products and guaranteeing conservation of the soil and conservation or improvement of the environment;

(k) prevention and management of phyto-sanitary, animal health, food safety or environmental risks, in particular by setting up mutual funds or by contributing to such funds;

(l) the management and valorisation of by-products;

(la) design, implementation and control of technical standards for the precise evaluation of a product's characteristics.

Those rules shall be without prejudice to Regulation (EU) 2018/848. They shall not cause any damage to other operators including organic operators, nor prevent the entry of new operators, in the Member State concerned or the Union and shall not have any of the effects listed in Article 210(4) or be otherwise incompatible with Union law or national rules in force.

4a. When the Commission adopts an implementing act pursuant to Article 222 of this Regulation authorising the non-application of Article 101(1) TFEU to the agreements and decisions referred to in Article 222(1) of this Regulation, such

agreements and decisions may be extended under the conditions of this Article.

4b. Where the Member State extends the rules referred to in paragraph 1, the organisation concerned shall provide for proportionate measures to ensure compliance with the rules of such agreements made mandatory by extension.

5. The extension of the rules referred to in paragraph 1 shall be brought to the attention of operators by publication in full in an official publication of the Member State concerned.

6. Member States shall notify the Commission of any decisions taken under this Article."

Or. en

Justification

The amendment aims to ensure that organic producers are not damaged by the setting of rules which are not fitted to their sector. It also removes the possibility for rules concerning packaging and seeds to be imposed on non-members of a Producer Organisation, given that these two topics are particularly sensitive for smaller producers and those who make direct sales or sell through short supply chains.

15.10.2020

A8-0198/272

Amendment 272

Benoît Biteau

on behalf of the Greens/EFA Group

Report

A8-0198/2019

Eric Andrieu

Common agricultural policy – amendment of the CMO and other Regulations
(COM(2018)0394 – C8-0246/2018 – 2018/0218(COD))

Proposal for a regulation

Article 1 – paragraph 1 – point 22 d (new)

Regulation (EU) No 1308/2013

Article 165

Text proposed by the Commission

Amendment

(22 d) Article 165 is deleted

Or. en

Justification

This amendment deletes the Article 165 on Financial contributions of non-members. It is unfair and undemocratic that producers who are not themselves members of a Producer Organisation may nevertheless a) be obliged to follow the rules imposed by a Producer Organisation of a given size, and b) thereafter to be obliged to make financial contributions towards the undertaking of these rules. Non-members are evidently not involved in the decision-making of a Producer Organisation, and so it is disproportionate to make them pay for the setting of rules that they did not participate democratically in setting.

Amendment 273**Benoît Biteau, Bronis Ropé**

on behalf of the Greens/EFA Group

Report**A8-0198/2019****Eric Andrieu**Common agricultural policy – amendment of the CMO and other Regulations
(COM(2018)0394 – C8-0246/2018 – 2018/0218(COD))**Proposal for a regulation****Article 1 – paragraph 1 – point 22 e (new)**

Regulation (EU) No 1308/2013

Article 168

*Text proposed by the Commission**Amendment****(22 e) Article 168 is replaced by the following:******"Article 168******Contractual relations******1. Without prejudice to Article 148 concerning the milk and milk products sector and Article 125 concerning the sugar sector, if a Member State decides, in respect of agricultural products from a sector listed in Article 1(2), other than milk and milk products and sugar:******(a) that every delivery in its territory of those products by a producer to a processor or distributor must be covered by a written contract between the parties; and/or******(b) that the first purchasers must make a written offer for a contract for the delivery in its territory of those agricultural products by the producer, such a contract or such an offer for a contract shall fulfil the conditions laid down in paragraphs 4 and 6 of this Article.******1a. Where Member States do not make use of the possibilities provided for in paragraph 1 of this Article, a producer, a producer organisation or an association of producer organisations, in respect of agricultural products in a sector referred to in Article 1(2) other than the milk, milk***

products and sugar sector, may require that any delivery of its products to a processor or distributor be the subject of a written contract between the parties and/or be the subject of a written offer for a contract from the first purchasers, under the conditions laid down in paragraph 4 and in the first subparagraph of paragraph 6 of this Article.

If the first purchaser is a micro, small or medium-sized enterprise within the meaning of Recommendation 2003/361/EC, the contract and/or the contract offer is not compulsory without prejudice to the possibility for the parties to make use of a standard contract drawn up by an interbranch organisation.

2. Where the Member State decides that deliveries of the products covered by this Article by a producer to a processor must be covered by a written contract between the parties, it shall also decide which stage or stages of the delivery shall be covered by such a contract if delivery of the products concerned is made through one or more intermediaries.

Member States shall ensure that the provisions that they adopt under this Article do not impair the proper functioning of the internal market.

3. In the case described in paragraph 2, the Member State may establish a mediation mechanism to cover cases in which there is no mutual agreement to conclude such a contract, thereby ensuring fair contractual relations.

4. Any contract or offer for a contract referred to in paragraphs 1 and 1a shall:

- (a) be made in advance of the delivery;*
- (b) be made in writing; and*
- (c) include, in particular, the following elements:*

(i) the price payable for the delivery, which shall:

— be static and be set out in the contract,

and/or

— be calculated by combining various factors set out in the contract, which shall include relevant and easily comprehensible indicators and economic indices and the method of calculation of the final price, based on and referencing relevant production and market costs that are easily accessible and comprehensible reflecting changes in market conditions, the volume delivered and the quality or composition of the agricultural products delivered.

To that effect, Member States which have decided to apply paragraph 1 may determine indicators, in accordance with objective criteria and based on studies carried out on production and the food chain, in order to determine those at any time.

(ii) the quantity and quality of the products concerned which may or must be delivered and the timing of such deliveries,

(iii) the duration of the contract, which may include either a definite duration or an indefinite duration with termination clauses,

(iv) details regarding payment periods and procedures,

(v) arrangements for collecting or delivering the agricultural products, and

(vi) rules applicable in the event of force majeure.

5. By way of derogation from paragraphs 1 and 1a, a contract or an offer for a contract shall not be required where the products concerned are delivered by a member of a cooperative to the cooperative of which he is a member if the statutes of that cooperative or the rules and decisions provided for in, or derived from, these statutes contain provisions having similar effects to the provisions set out in points (a), (b) and (c) of paragraph 4.

6. All elements of contracts for the delivery of agricultural products concluded by producers, collectors, processors or distributors, including those elements referred to in point (c) of paragraph 4, shall be freely negotiated between the parties. Notwithstanding the first subparagraph, one or both of the following shall apply:

(a) where a Member State decides to make written contracts for the delivery of agricultural products compulsory in accordance with paragraph 1, it may establish a minimum duration, applicable only to written contracts between a producer and the first purchaser of the agricultural products. Such a minimum duration shall be at least six months and shall not impair the proper functioning of the internal market;

(b) where a Member State decides that the first purchaser of agricultural products must make the producer a written offer for a contract in accordance with paragraph 1, it may provide that the offer must include a minimum duration for the contract, set by national law for this purpose. Such a minimum duration shall be at least six months and shall not impair the proper functioning of the internal market.

The second subparagraph shall be without prejudice to the producer's right to refuse such a minimum duration provided that he does so in writing. In this case, the parties shall be free to negotiate all elements of the contract, including those elements referred to in point (c) of paragraph 4.

7. Member States which make use of the options referred to in this Article shall ensure that the provisions set in place do not impair the proper functioning of the internal market. Member States shall notify the Commission of how they apply any measures introduced under this Article.

8. The Commission may adopt implementing acts laying down the measures necessary for the uniform application of points (a) and (b) of paragraph 4 and paragraph 5 of this Article and measures relating to notifications to be made by the Member States in accordance with this Article.

Those implementing acts shall be adopted in accordance with the examination procedure referred to in Article 229(2)."

Or. en

Justification

This amendment aligns the wording on contracts, here in paragraph 4(c)(i) second indent, with the wording on contracts found in the compromise on Article 157. It is a matter of consistency, to ensure that the calculation method of the final price is included consistently in different types of contracts, across different sectors.