Council of the European Union

Brussels, 15 October 2026
(OR. en)

14415/26

Interinstitutional Files:
2025/0234 (NLE)
2025/0237 (COD)

LIMITE

AGRI 749
AGRIFIN 178
AGRIORG 128
AGRILEG 241
CADREFIN 431
FIN 1440
CODEC 1892

PUBLIC

NOTE

From:	Presidency
To:	Delegations
No. Cion doc.:	11722/25 + ADD 1; 11715/25
Subject:	Regulation amending Regulation (EU) No 1308/2013 (CMO) as regards the school scheme, sectoral interventions, the protein sector, hemp, marketing standards, import duties, the availability of supplies and securities - Partial mandate for negotiations with the European Parliament Council Regulation amending the fixing Regulation as regards the EU school scheme - Information from the Presidency

On 17 July 2025, the Commission presented its proposals for the post-2027 Common Market Organisation (CMO) framework: a Regulation amending Regulation (EU) No 1308/2013 (CMO) as regards the school scheme, sectoral interventions, the protein sector, hemp, marketing standards, import duties, the availability of supplies and securities (COM (2025) 553). The Commission proposals also integrated elements of the CMO within the framework of the National and Regional Partnership Plans (NRPPs), with the objective of enabling stronger synergies with other Union funds and a more efficient and flexible allocation of funding across different policy areas.

Work on the CMO post-2027 Regulation has progressed under the Danish, Cyprus and Irish Presidencies with detailed technical examinations taking place in the Working Party on Agricultural Products. The Danish Presidency hosted five working parties where work began at a technical level to examine the proposed amendments. The Cyprus Presidency hosted five additional working parties where discussions were advanced on all major thematic blocks within the proposal.

The Cyprus Presidency also added text for the Council fixing Regulation, providing for a transitional framework for August – December 2027 as the EU School Scheme transitions from school year to calendar year, in addition to the consequential changes proposed by the Commission.

The Irish Presidency organised two further working parties, in July and September, and published two full compromise texts on the CMO Post-2027 Regulation before each working party, taking on board comments and drafting suggestions from Member States. The Irish Presidency has also met bilaterally with Member States to better understand their concerns, which have also been reflected in the text changes. The text of the Council Fixing Regulation has not been redrafted under the Irish Presidency, reflecting the general approval of the text.

The CMO file has now been thoroughly examined in 12 working parties over the past year. There have also been two rounds of discussions at the SCA meetings on 5th and 12th October. Those discussions have ensured that Member States could express their most pressing political concerns. The Presidency has updated the CMO text twice to reflect those concerns, notably in relation to sectoral interventions and hemp.

There have been three further changes of substance made to the text: on financing of operational programmes (set out in Annex I), on sugar cane (set out in Annex II) and on hemp (set out in Annex III).

I. The changes to the text on the financing of operational programmes is by way of an explanatory recital (new recital 13b). This recital would clarify what has already been stated at SCA by the Presidency on the intention and effects of the new Article 33(3a). The objective of that Article is to ensure that producer organisations and their associations have sufficient financial liquidity and the capability to carry out sectoral interventions. The provision does not have an impact on the support rates listed in Article 35(8) NRPP.

II. The changes to the text on hemp are to give greater assurance to Member States on the end use of hemp products. The Presidency has extended those controls to cover not only the marketing of hemp but also the production and import of hemp.

III. The changes to the text on sugar cane are as a result of concerns expressed by France on introducing mandatory contracts in the sugar cane sector in Réunion.

The Presidency now requests Member States to indicate their support for the partial SCA mandate on the compromise text.

PUBLIC

Annex I

Previous Presidency Compromise Text	Revised Presidency Compromise Text
	New Recital 13b: The requirement that the financial contribution to the operational fund of the members of the producer organisations, their associations or, where applicable, producer groups be equal to the public financial contribution aims at defining the contribution of those organisations to their operational funds in order to receive public financial assistance. Its objective is to ensure that those organisations have sufficient financial liquidity and are capable of carrying out sectoral interventions. The provision does not affect the support rates set out in the NRP Regulation.

Annex II

Previous Presidency Compromise Text	Revised Presidency Compromise Proposal before SCA 19 October 2026
	New Art.147(b)(4). This Article shall be without prejudice to Union rules and to national rules governing the end use of the products concerned, including on grounds of the protection of public health and public security. **New Art.189(3) This Article shall be without prejudice to Union rules and to national rules governing the end use of the products concerned, including on grounds of the protection of public health and public security.**

PUBLIC

Annex III

Previous Presidency Compromise Text	Revised Presidency Compromise Text before SCA 19 October 2026
Annex X / PART II **Purchase terms for cane** POINT I 1. Agreements within the trade referred to in Annex II, Part II, Section A, point 6, of this Regulation establish the general framework for the terms and conditions for the purchase of sugar cane from sugar cane sellers. They shall provide, at a minimum, for: (a) rules on sampling and methods for determining gross weight, tare weight, and sugar content; (b) the standard sugar content of the sugar cane; (c) a method for calculating the price, taking into account, in particular the sugar content of the cane through a scale and the quantity of cane delivered; (d) rules on adapting prices in cases where pluriannual contracts are agreed; (e) conciliation or mediation mechanisms and arbitration clauses. 2. Agreements within the trade for cane shall provide for a standard template for delivery contracts compatible with this Regulation and Union rules. 3. A sugar undertaking and the sugarcane sellers may agree on value-sharing clauses, relating in particular to gains and losses recorded on the market, in order to determine how any evolution of relevant market prices of sugar or other commodity markets is to be allocated between them. 4. Where agreements within the trade at Union, regional or local level lay down rules covering matters which are dealt with in this Regulation, or where they contain provisions governing other matters, their provisions and effects shall not conflict with this Annex.	**Annex X / PART II** **Purchase terms for cane** POINT I 1. Agreements within the trade referred to in Annex II, Part II, Section A, point 6, of this Regulation establish the general framework for the terms and conditions for the purchase of sugar cane from sugar cane sellers. They shall provide, at a minimum, for: (a) rules on sampling and methods for determining gross weight, tare weight, and sugar content; ~~(b) the standard sugar content of the sugar cane;~~ (c) a method for calculating the price, taking into account, in particular the sugar content of the cane through a scale and the quantity of cane delivered; (d) rules on adapting prices in cases where pluriannual contracts are agreed; (e) conciliation or mediation mechanisms and arbitration clauses. 2. Agreements within the trade for cane shall provide for a standard template for delivery contracts compatible with this Regulation and Union rules. 3. A sugar undertaking and the sugarcane sellers may agree on value-sharing clauses, relating in particular to gains and losses recorded on the market, in order to determine how any evolution of relevant market prices of sugar or other commodity markets is to be allocated between them. 4. Where agreements within the trade at Union, regional or local level lay down rules covering matters which are dealt with in this Regulation, or where they contain provisions governing other matters, their provisions and effects shall not conflict with this Annex.

POINT II	POINT II
1. On the basis of the aforementioned agreements within the trade, delivery contracts shall be concluded in writing, for a specific quantity of cane, before its delivery.	**1.Delivery contracts shall be concluded in writing, before the delivery of the sugar cane, and shall provide at minimum for the specific quantity of cane to be delivered.**
2. Such contracts may be multi-year in duration and shall, in particular, provide for: (a) the purchase price for the quantities specified in the contract, which may be adjusted by price increases or reductions, agreed by the parties in advance, to allow for deviations from the standard quality referred to in Point I.1.b above and according to the rules referred to in Point I.1.c above. The price shall be calculated by combining various factors set out in the contract, which shall include objective indicators, indices or methods of calculation of the final price, that are easily accessible and comprehensible and that reflect changes in market conditions and changes in relevant elements of production costs which impact the remuneration of farmers, the quantities delivered and the quality or composition of sugar beet delivered. To that end, Member States may determine indicators, in accordance with objective criteria based on studies carried out on production and the food supply chain, or taking into account objective data from sources such as interbranch organisations, the EU Agri food-chain observatory (AFCO) or any relevant objective data available. Those indicators may be published online for use in contracts. The parties to the contracts shall be free to refer to those indicators or any other indicators;	2. Such contracts may be multi-year in duration and shall, in particular, provide for: (a) the purchase price for the quantities specified in the contract, which may be adjusted by price increases or reductions, agreed by the parties in advance, to allow for deviations from the standard quality referred to in ~~**Point I.1.b above**~~ and according to the rules referred to in Point I.1.~~**c**~~ **b** above. The price shall be calculated by combining various factors set out in the contract, which shall include objective indicators, indices or methods of calculation of the final price, that are easily accessible and comprehensible and that reflect changes in market conditions and changes in relevant elements of production costs which impact the remuneration of farmers, the quantities delivered and the quality or composition of sugar ~~**beet**~~ **cane** delivered. To that end, Member States may determine indicators, in accordance with objective criteria based on studies carried out on production and the food supply chain, or taking into account objective data from sources such as interbranch organisations, the EU Agri food-chain observatory (AFCO) or any relevant objective data available. Those indicators may be published online for use in contracts. The parties to the contracts shall be free to refer to those indicators or any other indicators;
(b) the terms under which an additional quantity of sugar cane may be supplied;	(b) the terms under which an additional quantity of sugar cane may be supplied;
(c) the locations for receiving the sugar cane and for taking samples;	(c) the locations for receiving the sugar cane and for taking samples;

(d) a method agreed upon by both parties for determining the sugar content; (e) the deadlines for payment of any installments and for the balance of the purchase price of the sugar cane. 3. The price referred to in point 2.a above shall apply to sugar cane of sound, fair and marketable quality having the standard sugar content, referred to in Point I.1.b above, at the reception point. 4. Where delivery contracts lay down rules covering matters which are dealt with in this Annex, or where they contain provisions governing other matters, their provisions and effects shall not conflict with this Annex.	(d) a method agreed upon by both parties for determining the sugar content; (e) the deadlines for payment of any installments and for the balance of the purchase price of the sugar cane. 3. The price referred to in point 2.a above shall apply to sugar cane of sound, fair and marketable quality ~~**having the standard sugar content, referred to in Point I.1.b above,**~~ at the reception point. 4. Where delivery contracts lay down rules covering matters which are dealt with in this Annex, or where they contain provisions governing other matters, their provisions and effects shall not conflict with this Annex. **5. Member States may decide that a written contract is not required if the delivery concerns sugar cane for which the Member State considers, after consulting the relevant representatives of farmers, or the interbranch organisations recognised for the relevant sectors in accordance with Article 158(1), that the effects of predictability, transparency and price transmission pursued by point II.2 to point II.3 of this Annex have been achieved for those products or that the obligation to have written contracts would not be appropriate or proportionate for those products for other justified reasons.** **6. Where, pursuant to paragraph 5, a delivery contract is not required, a farmer, including a farmers' association, or a producer organisation or an association of producer organisations, may require that any delivery of cane to a sugar undertaking be the subject of a written contract between the parties. Such a contract shall fulfil the conditions laid down in points II.1 to II. 4 above.**

PUBLIC