

COUNCIL DECISION (EU) 2015/674

of 20 April 2015

on the acceptance, on behalf of the European Union, of the amended Agreement for the establishment of the General Fisheries Commission for the Mediterranean

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 43(2), in conjunction with Article 218(6)(a), thereof,

Having regard to the proposal from the European Commission,

Having regard to the consent of the European Parliament,

Whereas:

- (1) The Agreement for the establishment of the General Fisheries Commission for the Mediterranean (GFCM) (the 'Agreement'), was established and approved at the Fifth Session of the FAO Conference in 1949 and entered into force on 20 February 1952.
- (2) The European Community became a contracting party to the GFCM through the adoption of Decision 98/416/EC ⁽¹⁾ by the Council.
- (3) As a consequence of the entry into force of the Treaty of Lisbon on 1 December 2009, the European Union has replaced and succeeded the European Community.
- (4) On 15 November 2013, the Council authorised the Commission to negotiate, on behalf of the Union, amendments to the Agreement on matters falling within the Union's competence.
- (5) The Member States and the Commission conducted negotiations as per their respective areas of competence in accordance with the mandate and in close cooperation.
- (6) Negotiations were successfully concluded at the GFCM meeting of 19 to 24 May 2014. At that meeting, the GFCM endorsed the text of the amended Agreement.
- (7) The purpose of the amendments to the Agreement is to modernise the GFCM and reinforce its role in the conservation of fisheries resources in its area of competence.
- (8) The objectives, general principles and functions of the GFCM have been reviewed and broadened to ensure the long-term conservation and sustainable use of living marine resources and their environment.
- (9) The amended Agreement is in line with the principles of the Union's Common Fisheries Policy. It is therefore in the Union's interest to accept the amended Agreement,

HAS ADOPTED THIS DECISION:

Article 1

The amended Agreement establishing the General Fisheries Commission for the Mediterranean is hereby approved on behalf of the Union.

The text of the amended Agreement is attached to this Decision.

Article 2

The President of the Council shall designate the person empowered to proceed, on behalf of the Union, to notify the FAO of the European Union's acceptance of the amended Agreement (²).

Article 3

This Decision shall enter into force on the date of its adoption.

Done at Luxembourg, 20 April 2015.

For the Council

The President

J. DŪKLAVS

AMENDED AGREEMENT

for the establishment of the General Fisheries Commission for the Mediterranean

The Contracting Parties,

RECALLING international law as reflected in relevant provisions of the United Nations Convention on the Law of the Sea of 10 December 1982,

FURTHER RECALLING the Agreement for the Implementation of the Provisions of the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 4 December 1995, the Agreement to promote Compliance with International Conservation and Management Measures by Fishing Vessels on the High Seas of 24 November 1993, as well as other relevant international instruments concerning the conservation and management of living marine resources,

TAKING INTO ACCOUNT the Code of Conduct for Responsible Fisheries adopted by the Food and Agriculture Organization Conference at its 28th session on 31 October 1995, and related instruments adopted by the Food and Agriculture Organization Conference,

HAVING A MUTUAL INTEREST IN the development and the proper utilisation of the living marine resources in the Mediterranean and the Black Sea (hereafter referred to as the 'Area of Application'),

ACKNOWLEDGING the specificities of the different sub-regions in the Area of Application,

DETERMINED to ensure the long-term conservation and sustainable use of living marine resources and marine ecosystems in the Area of Application,

RECOGNISING the economic, social and nutritional benefits deriving from the sustainable use of living marine resources in the Area of Application,

FURTHER RECOGNISING that under international law States are required to cooperate in the conservation and management of living marine resources and the protection of their ecosystems,

AFFIRMING that responsible aquaculture reduces stress on living marine resources and plays an important role in the promotion and better use of aquatic living resources, including food security,

CONSCIOUS OF the need to avoid adverse impacts on the marine environment, preserve biodiversity and minimise the risk of long-term or irreversible effects of use and exploitation of living marine resources,

MINDFUL that effective conservation and management must be based on the best scientific information available and on the application of the precautionary approach,

AWARE OF the importance of coastal fishing communities and of the need to involve fishers and relevant professional organisations and civil society organisations in decision-making processes,

DETERMINED to cooperate effectively and take action to prevent, deter and eliminate illegal, unreported and unregulated fishing,

RECOGNISING the special requirements of developing States to assist them to participate effectively in the conservation, management and farming of living marine resources,

CONVINCED that the conservation and sustainable use of the living marine resources in the Area of Application and the protection of the marine ecosystems in which those resources occur, plays a major role in the context of blue growth and sustainable development,

RECOGNISING the need to establish for these purposes the General Fisheries Commission for the Mediterranean (whose acronym shall be 'GFCM') within the framework of Food and Agriculture Organization, under Article XIV of its Constitution,

HAVE AGREED AS FOLLOWS:

Article 1

(Use of terms)

For the purposes of this Agreement:

- (a) '1982 Convention' means the United Nations Convention on the Law of the Sea of 10 December 1982;
- (b) '1995 Agreement' means the Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 4 December 1995;
- (c) 'aquaculture' means the farming of aquatic living resources;
- (d) 'Contracting Party' means any State and regional economic integration organisation comprising the Commission pursuant to Article 4;
- (e) 'Cooperating non-Contracting Party' means a Member or Associate Member of the Organization and such non-member States as are members of the United Nations or any of its Specialised Agencies not formally associated as a Contracting Party with the Commission which abides by measures referred to in Article 8(b);

- (f) 'fishing' means searching for, attracting, locating, catching, taking or harvesting of living marine resources or any activity which can reasonably be expected to result in attracting, locating, catching, taking or harvesting of living marine resources;
- (g) 'fishing capacity' means the maximum amount of fish that could be taken in a fishery or by a single fishing unit (e.g. a fisher, community, vessel or fleet) over a period of time (e.g. season, year), given the biomass and age structure of the fish stock and the present state of the technology, in the absence of any regulated catch limitations and if the means available are fully used;
- (h) 'fishing effort' means the amount of fishing gear of a specific type used on the fishing grounds over a given unit of time (e.g. hours trawled per day, number of hooks set per day or number of hauls of a beach seine per day). When two or more kinds of gear are used, the respective efforts must be adjusted to some standard type before being added;
- (i) 'fishing related activities' means any operation in support of, or in preparation for fishing activities, including landing, packaging, processing, transshipping or transporting of fish, as well as provisioning of personnel, fuel, gear and other supplies;
- (j) 'illegal, unreported and unregulated fishing' refers to the activities set out in paragraph 3 of the 2001 FAO International Plan of Action to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing;
- (k) 'maximum sustainable yield' means the highest theoretical equilibrium yield that can be continuously taken (on average) from a stock under existing (average) environmental conditions without affecting the reproduction process;
- (l) 'straddling stocks' means stocks which occurs both within the exclusive economic zones and in areas beyond and adjacent to the exclusive economic zones;
- (m) 'vessel' means any vessel, ship of another type or boat used for, equipped to be used for, or intended to be used for fishing or fishing related activities.

Article 2

(Objective)

1. The Contracting Parties hereby establish within the framework of the Constitution of the Food and Agriculture Organization (hereinafter referred to as 'the Organization') a Commission to be known as the General Fisheries Commission for the Mediterranean (hereinafter referred to as 'the Commission'), for the purpose of exercising the functions and discharging the responsibilities set out in this Agreement.
2. The objective of the Agreement is to ensure the conservation and sustainable use, at biological, social, economic and environmental level, of living marine resources, as well as the sustainable development of aquaculture in the Area of Application.
3. The Headquarters of the Commission shall be in Rome, Italy.

Article 3

(Area of Application)

1. The geographical Area of Application of this Agreement comprises all marine waters of the Mediterranean Sea and the Black Sea.
2. Nothing in this Agreement, nor any act or activity carried out in pursuance of this Agreement, shall constitute recognition of claims or positions of any Contracting Party concerning legal status and extent of waters and zones by any such Contracting Party.

Article 4

(Membership)

1. Membership in the Commission shall be open to Members and Associate Members of the Organization and such non-member States as are members of the United Nations, any of its Specialised Agencies,

(a) that are:

- (i) coastal States or Associate Members situated wholly or partly within the Area of Application;
- (ii) States or Associate Members whose vessels engage in fishing, or intend to conduct fishing, in the Area of Application for stocks covered by this Agreement; or
- (iii) regional economic integration organisations of which any State referred to in subparagraphs (i), or (ii) above is a member and to which that State has transferred competence over matters within the purview of this Agreement;

(b) and that accept this Agreement in accordance with the provisions of Article 23 below.

2. For the purposes of this Agreement, the term ‘whose vessels’ in relation to a Contracting Party regional economic integration organisation means vessels of a member State of such Contracting Party regional economic integration organisation.

Article 5

(General principles)

In giving effect to the objective of this Agreement, the Commission shall:

- (a) adopt recommendations on conservation and management measures aimed at ensuring the long term sustainability of fishing activities, in order to preserve the marine living resources, the economic and social viability of fisheries, and aquaculture; in adopting such recommendations, the Commission shall give particular attention to measures to prevent overfishing and minimise discards. The Commission shall also pay particular attention to the potential impact on small-scale fisheries and local communities;
- (b) formulate, in accordance with Article 8(b), appropriate measures based on the best scientific advice available, taking into account relevant environmental, economic and social factors;

- (c) apply the precautionary approach in accordance with the 1995 Agreement and the FAO Code of Conduct for Responsible Fisheries;
- (d) consider aquaculture, including culture-based fisheries, as a means to promote diversification of income and diet and in so doing ensure that living marine resources are used responsibly, genetic diversity is conserved and adverse impacts on the environment and local communities are minimised;
- (e) foster, as appropriate, a sub-regional approach to fisheries management and aquaculture development in order to better address the specificities of the Mediterranean and the Black Sea;
- (f) take the appropriate measures to ensure compliance with its recommendations to deter and eradicate illegal, unreported and unregulated fishing activities;
- (g) promote transparency in its decision making processes and other activities; and
- (h) carry out such other relevant activities as may be necessary for the Commission to achieve its principles as defined above.

Article 6

(The Commission)

1. Each Contracting Party shall be represented at sessions of the Commission by one delegate, who may be accompanied by an alternate and by experts and advisers. Participation in meetings of the Commission by alternates, experts, and advisers shall not entail the right to vote, except in the case of an alternate who is acting in the place of a delegate during his absence.
2. Subject to paragraph 3, each Contracting Party shall have one vote. Decisions of the Commission shall be taken by a majority of the votes cast, except as otherwise provided by this Agreement. A majority of the total membership of the Commission shall constitute a quorum.
3. A regional economic integration organisation that is a Contracting Party to the Commission shall be entitled to exercise in any meeting of the Commission or of any subsidiary body of the Commission a number of votes equal to the number of its Member States that are entitled to vote in such meeting.
4. A regional economic integration organisation that is a Contracting Party to the Commission shall exercise its membership rights on an alternative basis with its member States that are Contracting Parties to the Commission in the areas of their respective competence. Whenever a regional economic integration organisation that is a Contracting Party to the Commission exercises its right to vote, its member States shall not exercise theirs, and conversely.
5. Any Contracting Party to the Commission may request a regional economic integration organisation that is a Contracting Party to the Commission or its member States that are Contracting Parties to the Commission to provide information as to which, as between the Contracting Party regional economic integration organisation and its member States, has competence in respect of any specific question. The regional economic integration organisation or the member States concerned shall provide this information on such request.

6. Before any meeting of the Commission or a subsidiary body of the Commission, a regional economic integration organisation that is a Contracting Party to the Commission, or its member States that are Contracting Parties to the Commission shall indicate which, as between the regional economic integration organisation and its member States, has competence in respect to any specific question to be considered in the meeting and which, as between the regional economic integration organisation and its member States, shall exercise the right to vote in respect of each particular agenda item. Nothing in this paragraph shall prevent a regional economic integration organisation that is a Contracting Party to the Commission or its member States that are Contracting Parties to the Commission from making a single declaration for the purposes of this paragraph, which declaration shall remain in force for questions and agenda items to be considered at all subsequent meetings subject to such exceptions or modifications as may be indicated before any individual meeting.

7. In cases where an agenda item covers both matters in respect of which competence has been transferred to the regional economic integration organisation and matters which lie within the competence of its member States, both the regional economic integration organisation and its member States may participate in the discussions. In such cases the meeting, in arriving at its decisions, shall take into account only the intervention of the Contracting Party which has the right to vote.

8. For the purpose of determining a quorum of any meeting of the Commission, the delegation of a regional economic integration organisation that is a Contracting Party to the Commission shall be counted to the extent that it is entitled to vote in the meeting in respect of which the quorum is sought.

9. The principle of cost-effectiveness shall apply to the frequency, duration and scheduling of sessions and other meetings and activities held under the auspices of the Commission.

Article 7

(The Bureau)

The Commission shall elect a Chairperson and two Vice-Chairpersons by a two-thirds majority. The three shall constitute the Bureau of the Commission which will operate in accordance with the terms of reference set out in the Rules of Procedure.

Article 8

(Functions of the Commission)

In accordance with its objectives and general principles, the Commission shall exercise the following functions:

- (a) regularly review and assess the state of living marine resources;
- (b) formulate and recommend, in accordance with the provisions of Article 13, appropriate measures, including:
 - (i) for the conservation and management of living marine resources found in the Area of Application;
 - (ii) to minimise impacts of fishing activities on living marine resources and their ecosystems;

- (iii) to adopt multiannual management plans applied in the totality of the relevant sub-regions based on an ecosystem approach to fisheries to guarantee the maintenance of stocks above levels which can produce maximum sustainable yield, and consistent with actions already taken at national level;
 - (iv) to establish fisheries restricted areas for the protection of vulnerable marine ecosystems, including but not limited to nursery and spawning areas, in addition to or to complement similar measures that may already be included in management plans;
 - (v) to ensure, if possible through electronic means, the collection, submission, verification, storing and dissemination of data and information, consistent with relevant data confidentiality policies and requirements;
 - (vi) to take action to prevent, deter and eliminate illegal, unreported and unregulated fishing, including mechanisms for effective monitoring, control and surveillance;
 - (vii) to resolve situations of non-compliance, including through an appropriate system of measures. The Commission shall define this system of measures and the way to implement them in its Rules of Procedure;
- (c) promote the sustainable development of aquaculture;
 - (d) regularly review the socioeconomic aspects of the fishing industry, including by obtaining and evaluating economic and other data and information relevant to the work of the Commission;
 - (e) promote the development of institutional capacity and human resources, particularly through education, training and vocational activities in areas of competence of the Commission;
 - (f) enhance communication and consultation with civil society concerned with aquaculture and fishing;
 - (g) encourage, recommend, coordinate and, undertake research and development activities, including cooperative projects in the areas of fisheries and the protection of living marine resources;
 - (h) adopt and amend, by a two-thirds majority of its membership, its Rules of Procedure and Financial Regulations and such other internal administrative regulations as may be necessary to carry out its functions;
 - (i) approve its budget and programme of work and exercise any other function as may be necessary for achieving the objective of this Agreement.

Article 9

(Subsidiary bodies of the Commission)

1. The Commission may establish, as necessary, temporary, special or standing subsidiary bodies to study and report on matters pertaining to the purposes of the Commission and working parties to study and recommend on specific technical problems. The mandate of established subsidiary bodies shall be

set out in the Rules of Procedure by taking in consideration the need for a sub-regional approach. The Commission may also establish specific mechanisms for the Black Sea region which will endeavour to ensure the full participation of all riparian States, in accordance with their status within the Commission, to fisheries management related decisions.

2. The subsidiary bodies and working parties referred to in paragraph 1 above shall be convened by the Chairperson of the Commission at such times and places as are determined by the Chairperson in consultation with the Director-General of the Organization, as appropriate.

3. The establishment by the Commission of subsidiary bodies and working parties referred to in paragraph 1 above shall be subject to the availability of necessary funds and, before taking any decision involving expenditure, the Commission shall have before it a report from the Executive Secretary on administrative and financial implications.

4. Each Contracting Party shall be entitled to appoint one representative to any subsidiary body and working parties who at sessions may be accompanied by alternates, experts and advisers.

5. Contracting Parties shall provide available information relevant to the functioning of each subsidiary body and working party in such a way as to enable them to fulfil their responsibilities.

Article 10

(The Secretariat)

1. The Secretariat shall be composed of the Executive Secretary and such staff serving the Commission. The Executive Secretary and the staff of the Secretariat shall be appointed and governed in accordance with the terms, conditions and procedures laid down in the Administrative Manual, Staff Regulations and Staff Rules of the Organization, as generally applicable to other staff members of the Organization.

2. The Executive Secretary of the Commission shall be appointed by the Director-General with the approval of the Commission, or in the event of appointment between regular sessions of the Commission, with the approval of the Contracting Parties.

3. The Executive Secretary shall be responsible for monitoring the implementation of the policies and activities of the Commission and shall report thereon to the Commission, according to the terms of reference set out in the Rules of Procedure. The Executive Secretary shall also act as Executive Secretary to other subsidiary bodies established by the Commission, as required.

Article 11

(Financial arrangements)

1. At each regular session the Commission shall adopt its autonomous budget for three years, which may be reviewed on a yearly basis at regular sessions. The budget will be adopted by consensus of its Contracting Parties, provided however that if, after every effort has been made, a consensus cannot be reached in the course of that session, the matter will be put to a vote and the budget shall be adopted by a two-thirds majority of its Contracting Parties.

2. Each Contracting Party shall undertake to contribute annually its share of the autonomous budget based on the scale of contributions determined in accordance with a scheme which the Commission shall adopt or amend by consensus. The scheme shall be set out in the Financial Regulations.
3. Any non-member of the Organization that becomes a Contracting Party shall be required to make such contribution towards the expenses incurred by the Organization with respect to the activities of the Commission as the Commission may determine.
4. Contributions shall be payable in freely convertible currencies unless otherwise determined by the Commission with the concurrence of the Director-General of the Organization.
5. The Commission may accept donations and other forms of assistance from organisations, individuals and other sources for purposes connected with the fulfilment of any of its functions. The Commission may also accept voluntary contributions generally or in connection with specific projects or activities of the Commission which shall be executed by the Secretariat. Voluntary contributions, donations and other form of assistance received shall be paid into a trust fund to be established and administrated by the Organization in conformity with the Financial Regulations and Rules of the Organization.
6. A Contracting Party which is in arrears in the payment of its financial contributions to the Commission shall have no vote in the Commission if the amount of its arrears equals or exceeds the amount of the contributions due from it for the two preceding calendar years. The Commission may, nevertheless, permit such a Contracting Party to vote if it is satisfied that the failure to pay was due to conditions beyond the control of the Contracting Party but in no case shall it extend the right to vote beyond a further two calendar years.

Article 12

(Expenses)

1. The expenses of the Secretariat, including publications and communications and the expenses incurred by the Chairperson and Vice-Chairpersons of the Commission, when performing duties on behalf of the Commission between sessions of the Commission, shall be determined and paid from the budget of the Commission.
2. The expenses of research and development projects undertaken by individual Contracting Parties, whether independently or upon recommendation of the Commission, shall be determined and paid by the Contracting Parties concerned.
3. The expenses incurred in connection with cooperative research or development projects undertaken, unless otherwise available, shall be determined and paid by the Contracting Parties in the form and proportion to which they shall mutually agree.
4. The expenses of experts invited to attend meetings of the Commission and its subsidiary bodies in their individual capacity shall be borne by the budget of the Commission.
5. The expenses of the Commission shall be paid out of its autonomous budget except those relating to such staff and facilities as can be made available by the Organization. The expenses to be borne by the Organization shall be determined and paid within the limits of the biennial budget prepared by the

Director-General and approved by the Conference of the Organization in accordance with the Financial Regulations and Rules of the Organization.

6. Expenses incurred by delegates, their alternates, experts and advisers when attending, as government representatives, sessions of the Commission and its subsidiary bodies, as well as the expenses incurred by observers at sessions, shall be borne by the respective governments or organisations. In recognition of the special requirements of developing States Contracting Parties, according to Article 17 and subject to the availability of funds, the expenses could be borne by the budget of the Commission.

Article 13

(Decision making)

1. The recommendations referred to in Article 8(b), shall be adopted by a two-thirds majority of the Contracting Parties of the Commission present and voting. The text of such recommendations shall be communicated by the Executive Secretary to each Contracting Party, cooperating non-Contracting Party and relevant non-Contracting Party.
2. Subject to the provisions of this Article, the Contracting Parties of the Commission undertake to give effect to any recommendations adopted under Article 8(b), from the date determined by the Commission, which shall not be before the period for objection provided for in this Article has elapsed.
3. Any Contracting Party of the Commission may within 120 days from the date of notification of a recommendation object to it and in that event shall not be under obligation to give effect to that recommendation. The objection should include a written explanation of reasons for objecting, and where appropriate, proposals for alternative measures. In the event of an objection being made within the 120-day period any other Contracting Party may similarly object at any time within a further period of 60 days. A Contracting Party may also at any time withdraw its objection and give effect to a recommendation.
4. If objections to a recommendation are made by more than one third of the Contracting Parties of the Commission, the other Contracting Parties shall be relieved forthwith of any obligation to give effect to that recommendation; nevertheless any or all of them may agree among themselves to give effect to it.
5. The Executive Secretary shall promptly notify each Contracting Party immediately upon receipt of each objection or withdrawal of objection.
6. In exceptional circumstances, when required by a Contracting Party as determined by the Executive Secretary in consultation with the Chairperson, if urgent matters require Contracting Parties to take decisions between sessions of the Commission any rapid means of communication, including electronic means of communication, may be used for decision-making with respect to procedural and administrative matters of the Commission only, including any of its subsidiary bodies, other than matters relating to the interpretation of and the adoption of amendments to the Agreement or its Rules of Procedure.

Article 14

(Obligations relating to the implementation of decisions by the Contracting Parties)

1. Subject to the provisions of this Article, the Contracting Parties of the Commission undertake to give effect to any recommendations made by the Commission under Article 8(b), from the date determined by the Commission, which shall not be before the period for objection provided for in Article 13 has elapsed.
2. Each Contracting Party shall transpose, as appropriate, adopted recommendations into national laws, regulations or appropriate legal instruments of the regional economic integration organisation. They shall report annually to the Commission indicating how they have implemented and/or transposed the recommendations, including providing such relevant legislative documents in connection with these recommendations as may be required by the Commission and information on the monitoring and control of their fisheries. The Commission shall use this information to assess whether the recommendations are uniformly implemented.
3. Each Contracting Party shall take measures and cooperate to ensure that their duties as flag States and port States are fulfilled in accordance with relevant international instruments to which it is a party and recommendations adopted by the Commission.
4. The Commission, through a process leading to the identification of cases of non-compliance, will address Contracting Parties which fail to comply with recommendations adopted by the Commission with a view to resolve situations of non-compliance.
5. The Commission shall define through its Rules of Procedure appropriate measures which may be taken by the Commission when Contracting Parties are identified as being in prolonged and unjustified non-compliance with its recommendations.

Article 15

(Observers)

1. In accordance with the Rules of the Organization, the Commission may invite or, upon their request, allow in observer capacity regional or international governmental organisations and regional or international or other non-governmental organisations, including from the private sector, which have interests and objectives common with those of the Commission or which activities are pertinent to the work of the Commission or its subsidiary bodies.
2. Any member or associate member of the Organization that is not a Contracting Party may, upon its request, be invited as an observer at sessions of the Commission and its subsidiary bodies. It may submit memoranda and participate without vote in discussions.

Article 16

(Cooperation with other organisations and institutions)

1. The Commission shall cooperate with other international organisations and institutions in matters of mutual interest.
2. The Commission shall seek to make suitable arrangements for consultation, cooperation and collaboration with other relevant organisations and institutions, including entering into memoranda of understanding and partnership agreements.

Article 17

(Recognition of the special requirements of developing States Contracting Parties)

1. The Commission shall give full recognition to the special requirements of developing States Contracting Parties to this Agreement, in accordance with relevant provisions in the 1995 Agreement.
2. The Contracting Parties may cooperate either directly or through the Commission for the purposes set out in this Agreement and provide assistance for identified needs.

Article 18

(Non-contracting Parties)

1. The Commission, through the Secretariat, may invite non-contracting Parties whose vessels engage in fishing in the Area of Application, with particular reference to coastal States, to cooperate fully in the implementation of its recommendations, including by becoming cooperating non-Contracting Parties. The Commission may accept by consensus of its Contracting Parties any application for granting cooperating non-contracting Party status provided however that if, after every effort has been made, a consensus cannot be reached, the matter will be put to a vote and the cooperating non-Contracting Party status will be granted by a two-thirds majority of its Contracting Parties.
2. The Commission, through the Secretariat, shall exchange information with respect to vessels engaged in fishing or fishing related activities in the Agreement Area that are flying the flags of non-Contracting Parties to this Agreement and identify and address, as appropriate, including through the application of sanctions consistent with international law which shall be defined in the Rules of Procedure, cases of activities by non-Contracting Parties adversely affecting the objective of the Agreement. Sanctions may include non-discriminatory market-related measures.
3. The Commission shall take measures, consistent with international law and with this Agreement, to deter the activities of such vessels which undermine the effectiveness of applicable recommendations, and shall regularly report on any action taken in response to fishing or fishing related activities in the Agreement Area by non-Contracting Parties.
4. The Commission shall draw the attention of any non-Contracting Parties to any activity which in the opinion of any Contracting Party negatively affects the implementation of the objective of the Agreement.

Article 19

(Settlement of disputes on the interpretation and application of the Agreement)

1. In the event of a dispute between two or more of Contracting Parties concerning the interpretation or application of this Agreement, the Parties concerned shall consult among each other with a view to seek solutions by negotiation, mediation, inquiry or any other peaceful means of their own choice.
2. If the parties concerned cannot reach agreement in accordance with Article 19.1 they may jointly refer the matter to a committee composed of one representative appointed by each of the party of the dispute, and in addition the Chairperson of the Commission. The findings by such committee, while

not binding in character, shall constitute the basis for renewed consideration by the Contracting Parties concerned of the matter out of which disagreement arose.

3. Any dispute concerning the interpretation or application of this Agreement not resolved under Articles 19.1 and 19.2 may, with the consent in each case of all parties to the dispute, be referred for settlement to arbitration. The results of the arbitration procedure shall be binding upon the parties.

4. In cases where the dispute is referred to arbitration, the arbitral tribunal shall be constituted as provided in the Annex to this Agreement. The Annex forms an integral part of this Agreement.

Article 20

(Relationship with other agreements)

References in this Agreement to the 1982 Convention or to other international agreements, do not prejudice the position of any State with respect to signature, ratification, or accession to the 1982 Convention or with respect to other agreements, nor the rights, jurisdiction and duties of Contracting Parties under the 1982 Convention or the 1995 Agreement.

Article 21

(Official languages of the Commission)

The official languages of the Commission shall be such official languages of the Organization as the Commission itself may decide. The delegations may use any one of these languages at sessions and for their reports and communications. The use of official languages for simultaneous interpretation and translation of documents in the statutory sessions of the Commission shall be specified in the Rules of Procedure.

Article 22

(Amendments)

1. The Commission may amend this Agreement by a two-thirds majority of all the Contracting Parties. Subject to paragraph 2 below, amendments shall come into force as from the date of their adoption by the Commission.

2. Amendments involving new obligations for Contracting Parties shall come into force after acceptance by two-thirds of the Contracting Parties and with respect to each Contracting Party only on acceptance of it by that Contracting Party. The instruments of acceptance of amendments involving new obligations shall be deposited with the Director-General of the Organization who shall inform all the Members of the Organization, as well as the Secretary-General of the United Nations, of the receipt of acceptance and the entry into force of such amendments. The rights and obligations of any Contracting Party that has not accepted an amendment involving additional obligations shall continue to be governed by the provisions of this Agreement as they stood prior to the amendment.

3. Amendments to this Agreement shall be reported to the Council of the Organization which shall have the power to disallow any amendment which it finds to be inconsistent with the objectives and purposes of the Organization or the provisions of the Constitution of the Organization. If the Council

of the Organization considers it desirable, it may refer the amendment to the Conference of the Organization which shall have the same power.

Article 23

(Acceptance)

1. This Agreement shall be open to acceptance by Members or associate Members of the Organization.
2. The Commission may, by a two-thirds majority of its membership, admit to membership such other States that are members of the United Nations, any of its specialised agencies or the International Atomic Energy Agency as have submitted an application for membership and a declaration made in a formal instrument that they accept this Agreement as in force at the time of admission.
3. Participation in the activities of the Commission by Contracting Parties which are not Members or associate Members of the Organization shall be contingent upon the assumption of such proportionate share in the expenses of the Secretariat as may be determined in the light of the relevant provisions of the Financial Regulations and Rules of the Organization.
4. Acceptance of this Agreement by any Member or associate Member of the Organization shall be effected by the deposit of an instrument of acceptance with the Director-General of the Organization and shall take effect on receipt of such instrument by the Director-General.
5. Acceptance of this Agreement by non-members of the Organization shall be effected by the deposit of an instrument of acceptance with the Director-General of the Organization membership shall become effective on the date on which the Commission approves the application for membership, in conformity with the provisions of paragraph 2 of this Article.
6. The Director-General of the Organization shall inform all Contracting Parties of the Commission, all Members of the Organization and the Secretary-General of the United Nations of all acceptances that have become effective.
7. Acceptance of this Agreement by non-Contracting Parties may be made subject to reservations which shall become effective only upon approval by two thirds of the Contracting Parties. Contracting Parties whose relevant competent authorities have not replied within three months from the date of the notification shall be deemed to have accepted the reservation. Failing such approval, the nation or regional economic integration organisation making the reservation shall not become a party to this Agreement. The Director-General of the Organization shall notify forthwith all Contracting Parties of any reservations.

Article 24

(Entry into force)

This Agreement shall enter into force as from the date of receipt of the fifth instrument of acceptance.

Article 25

(Reservations)

1. Acceptance of this Agreement may be made subject to reservations, which shall not be incompatible with the objectives of the Agreement and shall be made in accordance with the general rules of public international law as reflected in the provisions of Part II, Section 2 of the Vienna Convention on the Law of Treaties of 1969.

2. The Commission shall regularly assess if a reservation may create issues of non-compliance with the recommendations adopted under Article 8(b) and may consider appropriate measures, as foreseen in its Rules of Procedures.

Article 26

(Withdrawal)

1. Any Contracting Party may withdraw from this Agreement at any time after the expiration of two years from the date upon which the Agreement entered into force with respect to that Contracting Party, by giving written notice of such withdrawal to the Director-General of the Organization who shall immediately inform all the Contracting Parties and the Members of the Organization of such withdrawal. Notice of withdrawal shall become effective three months from the date of its receipt by the Director-General of the Organization.

2. A Contracting Party may give notice of withdrawal with respect to one or more of the territories for the international relations of which it is responsible. When a Contracting Party gives notice of its own withdrawal from the Commission it shall state to which territory or territories the withdrawal is to apply. In the absence of such a declaration, the withdrawal shall be deemed to apply to all the territories for the international relations of which the Contracting Party is responsible, with the exception of associate members.

3. Any Contracting Party that gives notice of withdrawal from the Organization shall be deemed to have simultaneously withdrawn from the Commission, and this withdrawal shall be deemed to apply to all the territories for the international relations of which the Contracting Party concerned is responsible, except that such withdrawal shall not be deemed to apply to an associate member.

Article 27

(Termination)

This Agreement shall be automatically terminated if and when, as the result of withdrawals, the number of Contracting Parties drops below five, unless the remaining Contracting Parties unanimously decide otherwise.

Article 28

(Certification and registration)

The text of this Agreement was originally formulated at Rome on the 24th day of September one thousand nine hundred and forty-nine in the French language.

Two copies in the Arabic, English, French and Spanish languages of this Agreement and of any amendments to this Agreement shall be certified by the Chairperson of the Commission and by the Director-General of the Organization. One of these copies shall be deposited in the archives of the

Organization. The other copy shall be transmitted to the Secretary-General of the United Nations for registration. In addition, the Director-General shall certify copies of this Agreement and transmit one copy to each member of the Organization and to such non-member of the Organization that are or may become Contracting Parties to this Agreement.

ANNEX RELATING TO ARBITRATION

1. The arbitral tribunal referred to in paragraph 4 of Article 19 shall be composed of three arbitrators who shall be appointed as follows:
 - (a) The Contracting Party commencing proceedings shall communicate the name of an arbitrator to the other Contracting Party which, in turn, within a period of 40 days following such notification, shall communicate the name of the second arbitrator. In disputes between more than two Contracting Parties, parties to the dispute with the same interest shall appoint one arbitrator jointly by agreement. The Contracting Parties shall, within a period of 60 days following the appointment of the second arbitrator, appoint the third arbitrator, who shall not be a national of either Contracting Party and shall not be of the same nationality as either of the first two arbitrators. The third arbitrator shall preside over the tribunal;
 - (b) If the second arbitrator has not been appointed within the prescribed period, or if the Contracting Parties have not reached agreement within the prescribed period on the appointment of the third arbitrator, that arbitrator shall be appointed, at the request of either Contracting Party, by the Director-General of the Organization within two months from the date of receipt of the request.
2. The arbitral tribunal shall decide where its headquarters will be located and shall adopt its own rules of procedure.
3. The arbitral tribunal shall render its decisions in accordance with the provisions of this Agreement and international law.
4. The award of the arbitral tribunal shall be made by a majority of its members, who may not abstain from voting.
5. Any Contracting Party which is not a Party to the dispute may intervene in the proceedings with the consent of the arbitral tribunal.
6. The award of the arbitral tribunal shall be final and binding on Contracting Parties to the dispute and on any Contracting Party which intervenes in the proceedings and shall be complied with without delay. The arbitral tribunal shall interpret the award at the request of one of the Contracting Parties to the dispute or of any intervening Contracting Party.
7. Unless the arbitral tribunal determines otherwise because of the particular circumstances of the case, the expenses of the tribunal, including the remuneration of its members, shall be borne by the Contracting Parties to the dispute in equal shares.