



**GENERAL FISHERIES COMMISSION FOR
THE MEDITERRANEAN
COMMISSION GÉNÉRALE DES PÊCHES
POUR LA MÉDITERRANÉE**



Thirty-eighth session of the Commission

FAO HQ, Rome, Italy, 19-24 May 2014

**Draft Report of the GFCM Third Extraordinary session
Athens, Greece, 7-9 April 2014**

BACKGROUND

1. This document contains the preliminary report of the third GFCM Extraordinary session (Athens, Greece, 7-9 April 2014), including the proposed amended GFCM Agreement which will be also available in Arabic and French ahead of the resumed Extraordinary session (FAO HQ, Rome, Italy, 17 May 2014). The preliminary report is available only in English and its translation into the other working languages of the Commission will be ensured after the Extraordinary session will conclude its work. Based on the outcomes of the resumed Extraordinary session, a final version of the draft amended GFCM Agreement is expected to be made available (on the GFCM website) to the thirty-eighth session of the Commission for consideration and adoption.

Draft Report of the GFCM Third Extraordinary session

(Athens, Greece, 7-9 April 2014)

OPENING OF THE SESSION

1. The General Fisheries Commission for the Mediterranean (GFCM) held its third extraordinary Session in Athens, Greece, from 7 to 9 April 2014 to discuss and review the proposed amendment of its legal framework. The session was attended by representatives from 17 Contracting Parties, two non-Contracting Parties (namely Georgia and Ukraine) and four observers (namely the Council of the European Union, Oceana, the United Nations Environment Programme – Mediterranean Action Plan and WWF Mediterranean), as well as the FAO Legal Office and regional projects and the GFCM Chairperson and Secretariat. The list of participants is provided under Appendix B.
2. The session was called to order by Mr Stefano Cataudella, Chairperson of the Commission, who thanked Greece for kindly hosting the meeting. He gave the floor to Mr Moschos Korasidis, General Secretary of the Ministry of Rural Development and Food of Greece, who welcomed the participants and underlined the importance of the work to be carried out during this extraordinary session, held in concomitance with the Greek Presidency of the European Union. He concluded expressing his wishes for a fruitful work and positive outcomes.
3. Subsequently, the Chairperson delivered an address underlining the importance of the GFCM amendment process which, over a three-year period, had fostered a bottom-up and participatory approach among all actors concerned. Mr Cataudella expressed the view that common rules were important to address the current challenges of fisheries and aquaculture in the Mediterranean and the Black Sea and cautioned participants on the risk of institutional failure, should these challenges not be dealt with. In this respect, he referred to the future GFCM as the most appropriate forum to ensure the preservation of fisheries in the interest of fishers and fishing countries.
4. Ms Monique Pariat, from the delegation of the European Union, expressed her gratitude to Greece for hosting this session which represented a very important moment for the Commission and its Members. She underlined how the role of the Commission had been enhanced over the last years, thanks to the commitment of all relevant actors, and praised the significant progress made in the GFCM amendment process. She finally stressed the need for the Commission to launch a strong signal of its pledge towards broader objectives and efficient actions to achieve them, taking into account the needs of all the stakeholders involved, as well as the importance of strengthened cooperation and dialogue with non-Contracting Parties.
5. The full text of opening speeches delivered is provided in Appendix D to this report.

ADOPTION OF THE AGENDA AND ARRANGEMENTS FOR THE SESSION

6. After introducing the agenda, which was adopted by the Commission with some changes as attached in Appendix A, Mr Abdellah Srour, GFCM Executive Secretary, introduced the participants and informed about the arrangements for the meeting. It was agreed that discussions on the rules of procedure and financial regulations would take place subsequent to the finalization of the amended GFCM Agreement.

7. The documents before the Commission are listed in Appendix C.

REMINDER ON THE RECOMMENDATIONS OF THE TASK FORCE AND OF THE WORK CARRIED OUT IN CONNECTION WITH THE AMENDMENT PROCESS OF THE GFCM

8. The GFCM Executive Secretary reviewed the work carried out within the framework of the Task Force on the Modernization of the GFCM Legal and Institutional Framework after the adoption of the recommendations made by the GFCM performance review held in 2009–2011. He referred to the various actions carried out, meetings and consultations held as well as to the exchange of views which lead to the elaboration of a draft amended GFCM Agreement. The Executive Secretary indicated that the GFCM Secretariat had worked in close collaboration with the FAO Legal Office to update the draft documents and make them compatible with FAO basic texts. He also recalled the outcomes of the consultations held within the meeting of the Task Force Working Group on the Amendment of the GFCM Legal Framework (Istanbul, Turkey, 19–21 February 2014), where all the information collected had been made available and examined. In concluding, the Executive Secretary underlined that decisions concerning the GFCM amendment process was expected to be taken on the occasion of this third extraordinary session of the Commission and, subsequently, the thirty-eighth session of the Commission (FAO headquarters, Rome, Italy, 19–24 May 2014).

REVIEW AND DISCUSSIONS ON THE PROPOSED AMENDED GFCM LEGAL AND INSTITUTIONAL FRAMEWORK

9. The Commission examined and discussed the draft amended GFCM Agreement. The documents before the Commission are listed in Appendix D.

10. During the discussions, several issues were examined as follows.

Multiannual management plans

11. It was pointed out that the proposed subregional approach would require a deeper reflection with respect to fisheries that would be considered most suitable to subregional management. Moreover, it was clarified that subregional measures would have to be consistent with those existing at the national level.

12. The delegate of Turkey stressed that it would be necessary to prevent overlapping with the rules or provisions related to the stocks of the application area of other RFMOs. Furthermore, she expressed

some concerns since her country was in an inequitable situation as far as the allocation of quotas in ICCAT was concerned. Although the criteria for the allocation of quotas were defined in some agreements, Turkey did not accept such an approach regarding the total allowable catch (TAC) or quota allocation in the context of GFCM.

New approach for the GFCM budget proposal

13. In connection with Article 11 of the draft GFCM Agreement referring to a triennial budget, as proposed by the Task Force, the Commission invited the Executive Secretary to provide a preliminary outline on the implementation of such budget, including its possible implications.

14. The Executive Secretary presented the existing budget approval process – currently designed on a yearly basis – identifying the main limits of the current system, with particular reference to the following aspects:

- The intersessional period of the Commission did not coincide with the calendar year (January–December) given that the annual sessions – where the work plan and budget are approved – usually take place in May. This created a situation of permanent difficulties since no budget or funds were available from January to June, until the new budget was approved and contributions received, generally starting from September. Moreover, the delays in the payment of contributions often resulted in a cash-flow shortage and budget deficit, which had to be temporarily covered by FAO.
- An approach considering work plan and budget on an annual basis had proved to be insufficient for the scope of the Commission’s objectives and the achievement of its goals.
- The GFCM Secretariat would need to be effectively provided with the necessary financial resources to cover the cost of its human resources and functioning (e.g. overall operating expenses) and, consequently, effectively address any negative impact of external factors that are out of its control, such as the EUR/US\$ exchange rate fluctuations.

15. In light of the above considerations, the Executive Secretary proposed a new approach based on a mid-term timeframe, in order to better reflect the actual needs of the Commission and provide for a more effective planning of resources. This new perspective could be applied on a three-year basis, starting from 2014, as follows:

- A new triennial budget proposal taking into consideration the current financial situation affecting the costs of professional staff (subject to post adjustments which reflect local inflation and the exchange rate fluctuations mentioned above) and the overall operating expenses. The new GFCM budget would be discussed in euro. Contributions would be subsequently converted in US dollars. Call for funds would thus be kept in US dollars and contributions would continue to be paid in US dollars on a 12-month basis.

- The Executive Secretary would formulate each year a proposal for the Commission on a three-year basis, with a firm budget proposal for the first two years and a tentative budget for the third year, to be finalized or readjusted the following year.
- For 2014, contributions from GFCM Members would continue to be paid after 30 days of budget endorsement. From 2015, contributions would be expected as of 1 January 2015 until one month after the annual session (as a maximum time limit). At the thirty-ninth session in 2015, the 2016–2017 budget would be adopted along with an indicative budget for 2018. The same approach would be adopted in the future.
- The yearly work plan of GFCM activities would be proposed, discussed and endorsed at each annual session. Any other strategic, ad hoc activities – to be carried out with extrabudgetary funds – would fall within the framework of discussions held during each annual session and would need the endorsement of GFCM Members.

16. The Commission expressed a favorable opinion on the new triennial budget and requested the Secretariat to replace the current practice with the proposed approach, inviting the GFCM Executive Secretary to prepare the new triennial budget to be reviewed by the Committee on Administration and Finance at its fifth session and, subsequently, presented at the thirty-eighth session of the Commission for review and adoption.

Cooperation with non-Contracting parties

17. Regarding membership, the delegate of Algeria, supported by the delegates of Morocco and Albania, insisted on its strategic aspects and asked to Commission to pay particular attention to this very important issue. In particular, he insisted on the need to adopt a long-term vision in order to maintain a reasonable balance in Mediterranean and Black Sea fisheries and to preserve their traditions, given that the resource was already limited and often affected by overexploitation.

18. Regarding the Black Sea, the Commission acknowledged that mechanisms to address the specificities of the region were necessary. In this respect, the possibility to establish a specific mechanism was evoked, consistent with the recent practice within the Commission as of the establishment of the GFCM Working Group on the Black Sea and in line with the subregional approach promoted within the Commission.

19. The delegates of Georgia, followed by other delegations, insisted on the need to involve all Black Sea riparian States in decision-making mechanisms that would be specific to the Black Sea. In this respect, the FAO Legal Office clarified that the modalities of participation in these mechanisms would depend on the status of each riparian State (i.e. Member, cooperating non-Contracting Party or observer).

20. The Commission recognized the importance of dialogue with non-Contracting Parties and requested the GFCM Secretariat to establish communication channels with relevant non-Contracting Parties. Also, the GFCM Secretariat was invited to present available information on the presence of

fishing vessels from non-Contracting Parties in its area of competence. It was noted that the Compliance Committee, at its next session, would have to further ongoing discussions relating to the identification of cases of non-compliance with GFCM recommendations, including by non-Contracting Parties. There was an agreement on the opportunity of informing the Commission too, at its thirty-eighth session, on any data collected by the GFCM Secretariat that could indicate the presence of fishing vessels flying the flag of non-Contracting Parties in its area of competence.

Amendment process

21. The delegation of the European Union, supported by other delegations, praised the impressive work carried out to provide a solid basis for an amended GFCM Agreement and urged the Commission to harness collective efforts to overcome the remaining difficulties and finalize the amendment process in order to follow the agreed schedule. As a few pending issues remained in the negotiated text, it seemed appropriate to make sure that a consensus be reached on the amended GFCM Agreement to be submitted to the thirty-eighth session of the Commission for adoption and subsequent submission to FAO instances.

22. In this respect the Commission agreed on future steps towards the adoption of the amended GFCM Agreement (see “Discussion on future steps”) in order to follow through with the negotiation of the text.

23. Given the important interests at stake for the whole region, the delegate of Algeria suggested to the Commission to convene a high-level event in order to provide a forum for the Ministers in charge of fisheries in the GFCM area of competence to discuss the important issues tackled within the GFCM amendment process. This proposal was welcomed by the Commission.

24. The GFCM Chairperson took due note of these interventions and stressed the need to launch a positive message and to capitalize on all common efforts made so far in order to keep working on a solid basis.

DISCUSSION ON FUTURE STEPS

25. In order to fulfill its objective of finalizing the amendment of GFCM Agreement and clearly define its tasks in this respect, the Commission agreed on a timeline defining the main future steps of the overall process. It was agreed that the draft report containing the last amended GFCM Agreement would be circulated to all delegations on 15 April 2014 so that Contracting Parties could send comments to the GFCM Secretariat on the general parts of the draft report and on pending issues of the amended GFCM Agreement by 5 May 2014 (see “Adoption of the proposed amendments to the GFCM Agreement”). Subsequently, discussions on pending issues would continue on 17 May 2014 at FAO headquarters, Rome, Italy, at the resumed extraordinary session with a view to following through with the amended GFCM Agreement and submitting a final text to the thirty-eighth session of the Commission for adoption. Discussions on the adoption of the amended GFCM Agreement at the thirty-eighth session were foreseen to be held on 20 May 2014, as per the current draft agenda.

26. Moreover, the Commission decided to look into the possibility of holding an ad hoc meeting to finalize the rules of procedure and the financial regulations, possibly ahead of the next session of the FAO Committee on Constitutional and Legal Matters (CCLM), scheduled to take place on 20–22 October 2014, and at the FAO Council (1–5 December 2014).

ADOPTION OF THE PROPOSED AMENDMENTS TO THE GFCM AGREEMENT

27. The amendments to the GFCM agreement proposed by the Commission were adopted and the revised draft, including pending issues (between square brackets), is reproduced in Appendix E. It was decided that, on the occasion of the resumed extraordinary session, negotiations would be limited only to reach a consensus on said pending issues, namely:

- Article 1(e), (g) and (h)
- Article 5(a)
- Article 6.1–6.8
- Article 8(b)(vii)
- Article 18.1–18.2
- Article 19.1–19.4
- Article 23.7
- Article 25
- Annex related to arbitration

28. Furthermore, the Secretariat was requested to harmonize the draft amended GFCM Agreement and to bring to the attention of delegates at the resumed extraordinary session any possible inconsistency that could appear throughout the text.

ANY OTHER MATTER

29. Regarding the statement of competence and voting rights by the European Union and its Member States, it was clarified that this had been received by the GFCM and the FAO Legal Office on the first day of the session under the form of the general declaration of 2004 (Council Decision of 19 November 2004 amending the declaration by the European Community on the exercise of competence and voting rights submitted to the General Fisheries Commission for the Mediterranean¹).

30. The Commission thanked Greece for the excellent organization of the third extraordinary session of the GFCM and for its warm hospitality in the beautiful setting of Athens.

31. Gratitude was expressed to the GFCM Secretariat for the excellent work done and the efforts made in the preparation of and during the session.

¹ Available at: <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32004D0815>

CLOSURE OF THE SESSION

32. The Commission decided to suspend the session and to resume its work on 17 May 2014 in order to finalize the discussions on pending issues and adopt the proposed amended Agreement.

33. The adoption of the report, including the amended GFCM Agreement, will take place as soon as negotiations on the final text are concluded.

List of annexes

- Appendix A. Agenda
- Appendix B. List of participants
- Appendix C. List of documents
- Appendix D. Opening speeches
- Appendix E. Draft amended Agreement for the establishment of the General Fisheries Commission for the Mediterranean

Agenda

- 1. Opening and arrangement of the session**
- 2. Adoption of the agenda**
 - Introduction of meeting's objective
 - Introduction of delegates
 - Appointment of rapporteurs
 - Adoption of the agenda
- 3. Reminder on the recommendations of the Task Force and of the work carried out in connection with the amendment process of the GFCM**
- 4. Review and discussions on the proposed amendments to the GFCM Agreement**
- 5. Discussion on future steps**
- 6. Adoption of the proposed amendments to the GFCM Agreement**
- 7. Any other matter**
- 8. Closure of the session**

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List of documents

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GFCM:ES/2014/Inf.6	Comparative Table current GFCM Rules of Procedure vs draft amendment submitted for exam at the Task Force Working Group on the amendment of the GFCM legal framework (Available in English only)
GFCM:ES/2014/Inf.7	Comparative Table current GFCM Financial Regulations vs draft amendment submitted for exam at the Task Force Working Group on the amendment of the GFCM legal framework (Available in English only)
GFCM:ES/2014/Inf.8	Information note on Quorum, Majority and Voting Arrangements of the General Fisheries Commission for the Mediterranean of the FAO (Available in English only)
GFCM:ES/2014/Inf.9	Information note on clauses relating to the settlement of disputes (Available in English only)

Appendix D

Opening speeches

Speech by Mr Moschos Korassidis, General Secretary of the Ministry of Rural Development and Food of Greece

Honorable President,
Honorable Executive Secretary,
Ladies and Gentlemen,

It is my pleasure to welcome you in Athens.

I am thankful to you for your attendance in this Extraordinary Session taking place with the view of amending the Agreement for the Establishment of the General Fisheries Commission for the Mediterranean.

The function of the Commission for the Mediterranean is of particular importance for the enhancement of the international cooperation.

In addition this cooperation is essential for the development, conservation, rational management and best utilization of living marine resources, as well as for the sustainable development of aquaculture.

The functions and responsibilities of the Commission and its subsidiary bodies with the support of experts have contributed and continue to do so:

1. in the regulation of the status of living marine resources and of the level of their exploitation,
2. in the regulation of fishing methods and fishing gears,
3. in the research, collection, publication and dissemination of information related to exploited living marine resources,
4. in the promotion of projects for the enhancement of aquaculture,
5. in the economic and social sustainability of fisheries,
6. in the elimination of illegal, unreported and unregulated fishing and last but not least
7. in the supporting of developing nations.

Nevertheless, following an assessment of the performance of the Commission, the amendment of the Agreement has been considered as essential.

In order to be harmonised with other international agreements that rule other Regional Fisheries Management Organisations and for the enhancement of Commission's function.

This issue is of particular importance and the decision making quite difficult.

Being confident that the proceedings of the Conference will conclude with a positive outcome, I call this meeting to order.

Speech by Ms Monique Pariat, EU Delegation

M. le Président,

M. le Secrétaire exécutif,

Mesdames et Messieurs les Délégués,

Mesdames, Messieurs,

Je souhaite tout d'abord, au nom de l'Union européenne, remercier tout spécialement le Gouvernement grec pour sa chaleureuse hospitalité et pour son travail de préparation qui a permis d'assurer le bon déroulement de cette réunion extraordinaire de la CGPM.

Il s'agit d'un moment important pour la CGPM. Ces dernières années ont été marquées par sa présence toujours plus active en Méditerranée. La Commission a été capable de travailler plus efficacement et de façon structurée, elle est parvenue à trouver le consensus nécessaire pour adopter des recommandations fondamentales en vue d'améliorer la gestion des ressources.

Ce travail est aujourd'hui largement reconnu et la Commission est identifiée comme un véritable instrument pour la gestion des pêches en Méditerranée ainsi que pour la sauvegarde de l'environnement marin.

Mais, au-delà de ces succès, la CGPM et ses membres ont su s'interroger et se tourner vers un horizon plus large. Il y a trois ans, à la suite d'une évaluation de ses performances, la Commission a saisi l'opportunité pour lancer un processus de réforme ambitieux. Un long chemin a été parcouru depuis la 35ème session annuelle de Rome, et il convient de reconnaître le travail important qui a été accompli par tous les acteurs concernés à partir du moment où il a été décidé de lancer cet exercice. L'évaluation des performances a fourni les bases de réflexion nécessaires pour la *task force* qui en a pris le relais. Le groupe de travail a permis d'avancer davantage sur ce parcours très important, qui s'est révélé fructueux. Il ne faut pas non plus oublier les efforts d'analyse et de révision menés par chaque membre de cette Commission pour progresser vers la finalisation du texte d'un nouvel Accord.

Aujourd'hui, tous les membres de la Commission reconnaissent que la CGPM a besoin de se fixer des objectifs à la fois amples et réalistes pour le renforcement des actions de conservation des espèces marines, pour le développement durable de l'aquaculture, ainsi que pour la protection du milieu naturel.

Il est fondamental que ces objectifs donnent un signal fort de l'engagement de l'Organisation pour le renforcement des compétences scientifiques, qui doivent être à la base de toute mesure de

conservation qui sera adoptée. En effet, si nous voulons des actions efficaces, nous devons nous appuyer sur le meilleur avis scientifique possible.

Cependant, il convient de tenir compte aussi des réalités économiques et sociales complexes des diverses régions et des communautés côtières, tout en gardant à l'esprit la nécessité de veiller à la non-discrimination des opérateurs, en tenant compte notamment des besoins des communautés locales de petits pêcheurs, qui sont notre tradition depuis des siècles.

Il est important que les efforts de conservation soient poursuivis en instaurant les mêmes règles pour tous. La Commission devra donc être plus présente pour veiller à l'application des règles qu'elle adopte. Nous ne pourrions pas aller de l'avant si cet élément essentiel n'est pas assuré.

Je suis convaincue que la future Commission renforcera son rôle en tant que lieu d'échange de bonnes pratiques et de projets communs, afin de rapprocher davantage le niveau des performances des administrations nationales, de progresser dans le niveau des connaissances scientifique, d'assurer l'application de règles communes et de lutter efficacement contre la pêche INN.

Enfin, nous devons aussi attirer ceux qui, aujourd'hui, n'ont pas encore décidé de faire le pas de l'adhésion à la CGPM, surtout en mer Noire. Il est important de renforcer le dialogue et la coopération avec ces pays dans tous les domaines d'action de la Commission et de nous assurer qu'ils puissent rapidement décider de devenir des membres à part entière.

Nous nous approchons de la fin de ce parcours, et je suis confiante que nous parviendrons à donner jour à une Commission plus efficace, plus moderne, plus forte. Je tiens à vous assurer de l'engagement de l'UE de continuer à travailler à l'avenir avec un esprit neuf pour relever les défis qui nous attendent. Je vous souhaite bon travail et j'espère que cette réunion extraordinaire puisse aboutir à un texte d'accord accepté par toutes les Parties.

Speech by Mr Stefano Cataudella, GFCM chairperson

Dear Mr Korassidis,

Distinguished Delegates,

Ladies and Gentlemen,

Ten years after the last extraordinary session of the GFCM we are gathered once again, this time in the historic city of Athens, to look into a proposed set of amended constitutive texts of the Commission. An Extraordinary Session is in itself a very special event. There have been some of these sessions over the 60 – and counting – years of the Commission and this practice attests to the continuous adaptability of the GFCM to the challenges posed by fisheries and aquaculture in the Mediterranean and the Black Sea.

I have no doubt that you are all aware of the amendment process of the GFCM. This critical undertaking was inaugurated by a performance review started in 2009 under the auspices of the UN and the FAO and it took place within the remit of the ad hoc Task Force established in 2011 to provide advice on the modernization of the Commission. Since September 2011 up to the month of February of this year, when we met in Istanbul under the auspices of the Task Force and on the generous offer of the Turkish Government, we devoted time and efforts to examine many aspects relating to the functioning of the GFCM, from the fight against IUU fishing to the sub-regional dimension of the Commission. This was done by fostering a participatory and transparent approach that, albeit time consuming, has enabled us to collect the targeted views not only of Members from all GFCM sub-regions, but also of relevant non-Members, scientists, practitioners and civil society at large. Furthermore, the results and outcomes of the Task Force were examined and validated on annual basis in order to clearly define the path we have walked.

Today we will hopefully come full circle after a first analysis of a draft text of the GFCM Agreement which has been completed and refined according to the views expressed in Istanbul. This means that in the exercise we are to perform we cannot omit to take stock of most recent findings which have emanated from the GFCM. More precisely, I am referring to the last session of the GFCM Scientific Advisory Committee that, three weeks ago in Malta, reported that out of roughly 40 assessments carried out of relevant stocks in the Mediterranean and the Black Sea, more than a half were found to be in overfishing. We should stop for one second and ask ourselves what is the incidence of the status of these stocks, and broadly speaking of GFCM fisheries, in social and economic terms for the livelihood of coastal communities and the viability of markets. I bet that in so doing we would

immediately grasp the importance of having a reformed GFCM up and running and underpinning the certainty of international law. It is indeed fundamental that our present endeavour enables the amended GFCM Agreement to reconcile all aspects of sustainable developments, namely environmental, social and economic ones. Fisheries and aquaculture have an environmental impact on marine biodiversity while at the same time these activities are socially and economically impacted by other human activities at sea. A more modern GFCM has a lot to offer for the reconciliation of all human activities at sea against the background of new concepts, such as blue growth and marine spatial planning.

Furthermore, the GFCM amendment process will be crucial to ensure that the Commission becomes even more familiar in addressing the real problems of fisheries and aquaculture. Should the GFCM not prove up to deliver this undertaking in the future we will face an institutional failure which would ultimately nullify the role of multilateral cooperation. Thanks to this Extraordinary Session I firmly believe that we can avoid that. I trust that we will look together into the revised GFCM Agreement elaborated in Istanbul and move towards a common position, thus making the necessary recommendations for the thirty-eighth session of the Commission to act upon. Let us not forget that if we really want to save the fishermen and the marine ecosystems we will need a set of straightforward, common and equitable rules for the Mediterranean and the Black Sea. It is for this very purpose that we are gathered here today.

In concluding, let me please express my sincere gratitude to the Government of Greece for having hosted this event that will surely coincide with the priorities of the Greek semester of EU Presidency, at least as far as ambition, vision and determination are concerned. And thank you all for having joined us here in Athens.

Thank you very much for your kind attention.

Appendix E

DRAFT AMENDED AGREEMENT FOR THE ESTABLISHMENT OF THE GENERAL FISHERIES COMMISSION FOR THE MEDITERRANEAN²

PREAMBLE

The Contracting Parties,

~~Taking account of the~~ **Recalling** international law as reflected in relevant provisions of the United Nations Convention on the Law of the Sea ~~which entered into force on 16 November, 1994 (hereafter referred to as the United Nations Convention) and which requires all members of the international community to cooperate in the conservation and management of the living marine resources 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,

~~Noting also the objectives and purposes stated in Chapter 17 of Agenda 21 adopted by the United Nations Conference on Environment and Development, 1992 and~~ **Taking into account** the Code of Conduct for Responsible Fisheries adopted by the Food and Agriculture Organization Conference **at its twenty eighth session on 31 October 1995, and related instruments adopted by the Food and Agriculture Organization Conference,** ~~Noting also that other international instruments have been negotiated concerning the conservation and management of certain fish stocks,~~

Having a mutual interest in the development and the proper utilization of the living marine resources in the Mediterranean and the Black Sea and connecting waters (hereafter referred to as the **“Area of Application”** “the Region”),

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,

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

Further recognizing 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,

² Note to the reader. In this first draft:

- (i) text in normal font comes from the GFCM Agreement currently in force. It is proposed to retain it;
- (ii) text which appears in ~~strike through~~ is found in the GFCM Agreement currently in force. It is proposed to delete it;
- (iii) text which appears in **bold and underlined** is new as opposed to the GFCM Agreement currently in force. It is proposed to include it;
- (iv) text which appears in ***bold and italic*** between square brackets is under reservation and it either comes from the GFCM Agreement currently in force or is new.

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

~~Recognizing the importance of fisheries conservation and management in the Region and of promoting cooperation to that effect,~~

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 organizations and civil society organizations in decision-making processes,

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

Recognizing 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,

~~desiring to further the attainment of their objectives through international cooperation which would be furthered by the establishment of a **Recognizing** 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)

1. 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 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 organization comprising the Commission pursuant to Article 4;
- (e) [*“Cooperating non-Contracting Party” means a State not formally associated as a Contracting Party with the Commission which abides by recommendations 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*

- *Option 1 (FAO definition): 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 (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;*
 - *Option 2 (GFCM glossary): the ability of a stock of inputs (capital) to produce output (measured as either effort or catch) that can be measured by number of vessel, gross tonnage, hold capacity, horsepower, capital used for harvesting fish, etc., and reflects potential rather than nominal fishing effort.]*
- (h) [*“fishing effort” means*
- *Option 1 (FAO definition): the amount of fishing gear of a specific type used on the fishing grounds over a given unit of time for example 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;]*
 - *Option 2 (GFCM glossary): a measure of fishing activity expressed as the product of a number of parameters related to the fishing vessel capacity and gear 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 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 an 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 ~~forth in Article III below.~~

2. ~~The purpose of the Commission shall be to promote the development,~~ The objective of the Agreement is to ensure the conservation rational management and best utilization and sustainable use, at biological, social, economic and environmental level, of living marine resources, as well as the sustainable development of aquaculture in the ~~Region~~ Area of Application.

3. The seat The Headquarters of the Commission shall be in Rome, Italy, at the headquarters of the Organization in Rome, or such other location as may be determined by the Commission.

Article 3 (AREA OF APPLICATION)

1. The geographical Area of Application of this Agreement comprises all marine waters of the Mediterranean Sea, the Black Sea and connecting waters.

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. ~~The Members of~~ Membership in the Commission shall be open to ~~such~~ Members and Associate Members of the Organization and such non-member States as are members of the United Nations, any of its Specialized Agencies [~~or the International Atomic Energy Agency~~],

(a) that are:

(i) coastal States or Associate Members situated wholly or partly within the ~~Region~~ Area of Application;

(ii) States or Associate Members whose vessels engage in fishing, or intend to conduct fishing, in the ~~Region~~ Area of Application for stocks covered by this Agreement; or

(iii) regional economic integration organizations 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.

~~Article XIII below, it being understood that these provisions shall not affect the membership status in the Commission of such States that are not members of the United Nations, any of its Specialized Agencies or the International Atomic Energy Agency as may have become parties to this Agreement prior to 22 May 1963. As regards Associate Members, this Agreement shall, in accordance with the provisions of Article XIV.5 of the Constitution and Rule XXI.3 of the General Rules of the Organization, be submitted by the Organization to the authority having responsibility for the international relations of such Associate Members.~~

2. For the purposes of this Agreement, the term “whose vessels” in relation to a Contracting Party regional economic integration organization means vessels of a Member State of such Contracting Party regional economic integration organization.

Article 5 (GENERAL PRINCIPLES)

The purpose of the Commission shall be to promote the development, conservation, rational management and best utilization of living marine resources, as well as the sustainable development of aquaculture in the Region 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 gives particular attention to measures to prevent overfishing and [overcapacity] and minimize 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 Code of Conduct;
- (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 minimized;
- (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 IUU 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 organization 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 organization 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 organization 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 organization 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 organization and its Member States, has competence in respect of any specific question. The regional economic integration organization 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 organization 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 organization 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 organization 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 organization 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 organization and matters which lie within the competence of its Member States, both the regional economic integration organization 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 organization 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 ~~Chairman and two Vice Chairmen~~ **Chairperson and two Vice-Chairpersons** by a two-third 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.**

The ~~Chairman~~ of the Commission shall normally convene a regular session of the Commission every year unless otherwise directed by a majority of the Members. The site and date of all sessions shall be determined by the Commission in consultation with the ~~Director General of the Organization.~~

Article 8 (FUNCTIONS OF THE COMMISSION)

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

(a) regularly review **and assess** the state of living marine resources; ~~to keep under review the state of these resources, including their abundance and the level of their exploitation, as well as the state of the fisheries based thereon;~~

(b) **formulate and recommend, in accordance with the provisions of Article V Article 13,** appropriate measures, including:

(i) for the conservation and ~~rational~~ management of living marine resources **found in the Area of Application;**

(ii) **to minimize impacts for fishing activities on living marine resources and their ecosystems;** ~~regulating fishing methods and fishing gear; prescribing the minimum size for individuals of specified species;~~

(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** ~~open and closed fishing seasons and~~ **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 [(e.g. non-discriminatory market related measures)] in its Rules of Procedure;**

For the implementation of these recommendations

(c) ~~promote programmes for marine and brackish water~~ **the sustainable development of aquaculture and coastal fisheries development and enhancement;**

(d) ~~to keep under~~ **regularly review** the socio-economic aspects of the fishing industry ~~and recommend any measures aimed at its development,~~ **including by obtaining and evaluating economic and other data and information relevant to the work of the Commission;**

(e) ~~to encourage, recommend, coordinate and, as appropriate, undertake training~~ **promote the development of institutional capacity and human resources, particularly through education, training and vocational extension activities in areas of competence of the Commission in all aspects of fisheries;**

(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;

~~to assemble, publish or disseminate information regarding exploitable living marine resources and fisheries based on these 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 ~~committees~~ **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 establish specific mechanisms for the Black Sea region which will endeavour to ensure a full participation of all riparian States, in accordance with their status within the Commission, to fisheries management related decisions.**

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

3. The establishment by the Commission of **subsidiary bodies** ~~committees~~ and working parties referred to in paragraph 1 above shall be subject to the availability of necessary funds ~~in the relevant chapter of the approved budget of the Commission and,~~ before taking any decision involving expenditure ~~and the recruitment or appointment of specialists,~~ 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 ~~implementing~~ **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.

~~The Commission shall transmit, after each session, to the Director General of the Organization, a report embodying its views, recommendations and decisions, and make such other reports to the Director General of the Organization as may seem to it necessary or desirable. Reports of the committees and working parties of the Commission provided for in Article VII of the Agreement shall be transmitted to the Director General of the Organization through the Commission.~~

Article 11 (FINANCIAL ARRANGEMENTS)

~~The Commission may adopt and amend, as required, its own Financial Regulations by a two-thirds majority of the Contracting Parties, which shall be consistent with the principles embodied in the Financial Regulations of FAO. The Financial Regulations and amendments thereto shall be reported to the Finance Committee of FAO which shall have the power to disallow them if it finds that they are inconsistent with the principles embodied in the Financial Regulations of FAO.~~

1. At each regular session, the Commission shall adopt its autonomous budget **for three years, which may be reviewed on a yearly basis at the annual session. 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 ~~also~~ accept donations and other forms of assistance from organizations, 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.**

~~Contributions and donations and other forms of assistance received shall be placed in a trust fund administered by the Director General of the Organization in conformity with the Financial Regulations 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)

~~The expenses of delegates and their alternates, experts and advisers occasioned by attendance at sessions of the Commission and the expenses of representatives sent to subsidiary bodies of the Commission shall be determined and paid by the respective Contracting Parties.~~

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. ~~Contributions for cooperative projects shall be paid into a trust fund to be established by the FAO and shall be administered by the FAO in accordance with the Financial Regulations and Rules of the FAO.~~
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.

~~The Commission may accept voluntary contributions generally or in connection with specific projects or activities of the Commission. Such contributions shall be paid into a trust fund to be established by the FAO. The acceptance of such voluntary contributions and the administration of the trust fund shall be in accordance with the Financial Regulations and Rules of the FAO.~~

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 organizations. **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 III, paragraph 1(b)~~ **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 Chairman of the Commission~~ **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 III, paragraph 1(b)~~ **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 one hundred and twenty 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 one hundred and twenty days period any other Contracting Party may similarly object at any time within a further period of sixty 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 Chairman of the Commission~~ **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)**, ~~Article III, paragraph 1(b), Article 7(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 organization. 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 organizations and regional or international or other non-governmental organizations, including the private sector, which have interest 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 ORGANIZATIONS AND INSTITUTIONS)

1. The Commission shall cooperate ~~elose~~ly with other international organizations and institutions in matters of mutual interest.

2. The Commission shall seek to make suitable arrangements for consultation, cooperation and collaboration with other relevant organizations 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 MEMBERS)

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 [appropriate measures/sanctions] 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 paragraph 19.1 they may jointly refer the matter to a committee composed of one member [person/representative] appointed by each of the party of the dispute, and in addition [an independent chairperson chosen by the member [person/representative] of the committee]/[the Chairperson of the Commission]. The recommendations [opinions/conclusions/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 paragraphs 19.1 and 19.2 shall, with the consent in each case of all parties to the dispute, be referred for settlement to arbitration. Failure to reach agreement on reference to arbitration shall not absolve parties to the dispute from the responsibility of continuing to seek to resolve it by any of the various peaceful means referred to in this Article.*
- 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 specialized 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 may be made subject to reservations which shall become effective only upon unanimous approval by the Contracting Parties. Contracting Parties not having 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 organization 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)

[Acceptance of this Agreement may be made subject to reservations 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.]

~~The Members of the Commission shall, when accepting this Agreement, state explicitly to which territories their participation shall extend. In the absence of such a declaration, participation shall be deemed to apply to all the territories for the international relations of which the Member is responsible. Subject to the provisions of Article XVI below, the scope of the territorial application may be modified by a subsequent declaration.~~

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 and [*was amended on (xx)...*] 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 forty 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 sixty 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.]