



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



GFCM Extraordinary Session

Athens, Greece, 7–9 April 2014

**Comparative Table current GFCM Agreement
vs**

draft amendment submitted for exam at the Task Force WG on the amendment of the GFCM legal framework

Guide to reader:

- The following comparative table is composed of three columns:
 - i) the one to the left of the reader includes the title of the provisions,
 - ii) the central one reproduces the text of the existing GFCM Agreement, and
 - iii) the one to the right contains the provisions of the revised draft GFCM Agreement (February 2014), inclusive of comments by Members and by the FAO Legal Office to the first draft proposed at Split.
- Terms such as “Contracting Parties” instead of “Members”, “marine living resources” instead of “fishery resources”, “recommendation” instead of “decision” or “measure” are replaced automatically throughout the text after the first time of their inclusion.
- ~~Erased text~~: Text which was included in the existing GFCM Agreement and which has been stricken out in the revised draft.
- Underlined text: Text which has been included in the revised draft and which is not present in the existing GFCM Agreement.

| TITLE | EXISTING PROVISIONS | DRAFT PROVISIONS (February 2014) |
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| <p>Preamble</p> | <p>The Contracting Parties</p> <p>Taking account of the 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,</p> <p>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 the Code of Conduct for Responsible Fisheries adopted by the FAO Conference in 1995, Noting also that other international instruments have been negotiated concerning the conservation and management of certain fish stocks,</p> | <p>The Contracting Parties,</p> <p><u><i>Acknowledging the specificities of the different sub-regions in the Mediterranean Sea, Further acknowledging that the Black Sea, although connected to the Mediterranean Sea, is a separate marine ecosystem,</i></u></p> <p><u><i>Determined to ensure the long-term conservation and sustainable use of living marine resources and marine ecosystems of the Mediterranean Sea, the Black Sea and connecting waters,</i></u></p> <p><u><i>Recalling international law as reflected in</i></u> 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 and which requires all members of the international community to cooperate in the conservation and management of the <u><i>of 10 December 1982,</i></u></p> <p><u><i>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</i></u> living marine resources,</p> <p>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 <u><i>Taking into account</i></u> the Code of Conduct for Responsible Fisheries adopted by the FAO Conference in <u><i>1995, of the Food and Agriculture Organization of United Nations, hereafter "FAO", at its twenty eighth session on 31 October 1995 and related instruments adopted by the FAO,</i></u></p> <p>Noting also that other international instruments have been negotiated concerning conservation and management of certain fish stocks,</p> <p><u><i>Recognizing the importance of economic and social benefits deriving from the sustainable use of living marine resources of the Mediterranean, the Black Sea and</i></u></p> |

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| | <p>Having a mutual interest in the development and proper utilization of the living marine resources in the Mediterranean and the Black Sea and connecting waters (hereafter referred to as the Region) and desiring to further the attainment of their objectives through international cooperation which would be furthered by the establishment of a General Fisheries Commission for the Mediterranean,</p> <p>Recognizing the importance of fisheries conservation and management in the Region and of promoting cooperation to that effect,</p> | <p><u>connecting waters, including for the small-scale fisheries sector.</u></p> <p><u>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.</u></p> <p><u>Affirming that aquaculture plays an important role in the promotion and better use of living marine resources, including food security.</u></p> <p><u>Conscious of the need to avoid adverse impacts on the marine environment, preserve biodiversity, maintain the integrity of marine ecosystems and minimize the risk of long-term or irreversible effects of use and farming of living marine resources.</u></p> <p><u>Mindful that effective conservation and management must be based on the best scientific information available and on the application of the precautionary approach.</u></p> <p><u>Aware of the importance of coastal fishing communities and of the need to involve fishermen organizations and civil society organizations in decision-making processes.</u></p> <p><u>Determined to cooperate effectively to prevent, deter and eliminate illegal, unreported and unregulated fishing.</u></p> <p><u>Recognizing the special requirements of developing States to allow them to participate effectively in the Region and of promoting cooperation to that effect</u>conservation, management and farming of living marine resources,</p> <p>Having a mutual interest in the development and proper utilization of <u>Convinced that the conservation and sustainable use of living marine resources in the Mediterranean Sea, the Black Sea and connecting waters (hereafter referred to as the Region), 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 and desiring to further the attainment of their objectives through international cooperation which would be furthered by the establishment,</u></p> <p><u>Recognizing the need to establish for these purposes</u> the General Fisheries Commission for the Mediterranean, the Black Sea and connecting waters within the framework of <u>FAO, under Article XIV of the FAO Constitution</u> the importance of fisheries conservation and management in the Region and of promoting cooperation to that effect</p> |

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| | Agree as follows: | <i>Have agreed as follows</i> |
| Use of terms | No specific provision, but a few terms are defined in the text (“hereinafter referred to as...”) | <p><u>Article 1:</u></p> <p><u>For the purposes of this Agreement:</u></p> <ul style="list-style-type: none"> (a) <u>“1982 Convention” means the United Nations Convention on the Law of the Sea of 10 December 1982;</u> (b) <u>“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;</u> (c) <u>“aquaculture” means the farming of fishery resources;</u> (d) <u>“Contracting Party” means any State and regional economic integration organization comprising the Commission pursuant to Article 4;</u> (e) <u>“fish” means all species of living marine resources, whether processed or not;</u> (f) <u>“straddling stocks” means stocks which occurs both within the exclusive economic zones and in an areas beyond and adjacent to the exclusive economic zones;</u> (g) <u>“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;</u> (h) <u>“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;</u> (i) <u>“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; and</u> (j) <u>“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.</u> |

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| Objective | <p><u>ARTICLE I, paragraph 1:</u> The Contracting Parties hereby establish within the framework of the Food and Agriculture Organization of the United Nations (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 forth in Article III below.</p> <p><u>ARTICLE III:</u> 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 [...]</p> <p><u>ARTICLE II.11:</u> The seat of the Commission shall be at the headquarters of the Organization in Rome, or such other location as may be determined by the Commission.</p> | <p><u>Article 2:</u> The Contracting Parties hereby establish, within the framework of the FoodFAO and Agriculture Organization <u>under Article XIV</u> of the United Nations (hereinafter referred to as "the Organization") <u>FAO Constitution</u>, a Commission <u>commission</u> to be known as the "General Fisheries Commission for the Mediterranean, <u>the Black Sea and connecting waters</u>" (hereinafter referred to as "the Commission") for the purpose of exercising the functions and discharging the responsibilities set forth out in Article III below <u>his Agreement</u>.</p> <p>2. The purpose <u>objective</u> of the Commission shall be <u>Agreement is</u> to promote <u>ensure</u> the development, conservation, rational management and best utilization <u>sustainable use</u> of living marine resources, as well as <u>and</u> the sustainable development of aquaculture in and, in doing so, to safeguard the Region [...] <u>marine ecosystems in which these resources occur and aquaculture development takes place</u>.</p> <p>3. The seat <u>Headquarters</u> of the Commission shall be at the headquarters of the Organization in Rome, or such other location as may be determined by the Commission. <u>Italy</u>.</p> |
| Area of application | <p><u>PREAMBLE and ARTICLE IV:</u> [...]<u>In the Mediterranean and the Black Sea and connecting waters</u> (hereafter referred to as the Region [...]) / The Commission shall carry out the functions and responsibilities set forth in Article III in the Region as referred to in the Preamble.</p> | <p><u>Article 3:</u> 1. In <u>The geographical area of application, hereafter the "Agreement Area", comprises all marine waters of</u> the Mediterranean and <u>Sea</u>, the Black Sea and connecting waters (hereafter referred as bounded to as the Region / The Commission shall carry out the functions and responsibilities set forth in Article III in <u>west by a line running from a point on the Region as referred coast of Morocco at 5°36' west longitude to the Preamble coast of Spain (isthmus of Punta Marroqui)</u>.</p> <p><u>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.</u></p> |

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| | | <p><i>Alternative formulation:</i></p> <p><i>1. The geographical area of application, hereafter the "Agreement Area", comprises:</i></p> <p><i>- all maritime waters of the Mediterranean Sea, the Black Sea and connecting waters as bounded to the west by a line running from a point on the coast of Morocco at 5°36' west longitude to the coast of Spain (isthmus of Punta Marroqui);</i></p> <p><i>- the Atlantic area contiguous to the Mediterranean Sea west of the Straits of Gibraltar bounded to the east by the meridian passing through Cape Spartel lighthouse and to the west by the line joining the lighthouses of Cape St. Vicente (Portugal) and Casablanca (Morocco).</i></p> <p><i>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.</i></p> |
| <p>Membership</p> | <p>ARTICLE I, paragraph 2:</p> <p>The Members of the Commission shall be 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, that are:</p> <p>(i) coastal States or Associate Members situated wholly or partly within the Region;</p> <p>(ii) States or Associate Members whose vessels engage in fishing in the Region for stocks covered by this Agreement; or</p> <p>(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;</p> <p>and which accept this Agreement in accordance with the provisions of 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</p> | <p>Article 4:</p> <p>The Members of 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 Specialized Agencies or the International Atomic Energy Agency, FAO</p> <p>(a) that are:</p> <p>(i) coastal States or Associate Members situated wholly or partly within the Region Area;</p> <p>(ii) States or Associate Members whose vessels engage in fishing in the Region Area for stocks covered by this Agreement; or</p> <p>(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; and</p> <p>(b) that accept this Agreement in accordance with the provisions of paragraph 1 of 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</p> |

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| | <p>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.</p> | <p>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.</p> <p><u>2. If any Contracting Party of the Commission ceases to meet the criteria set out in paragraphs 1 above for two consecutive calendar years, the Commission may, after consultation with the Contracting Party concerned, determine that the Contracting Party is deemed to have withdrawn from this Agreement effective as from the date of that determination.</u></p> <p><u>3. 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 organizations.</u></p> |
| <p>General principles</p> | <p><u>ARTICLE III:</u></p> <p>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 [...]</p> | <p><u>Article 5:</u></p> <p>The purpose of the Commission shall be to In giving effect to the objective of this Agreement, the Contracting Parties shall:</p> <ul style="list-style-type: none"> (a) promote <u>the long-term</u> sustainability and development, conservation, rational management and best <u>optimum utilization</u> of living marine resources as well as the sustainable development of aquaculture in the Region; (b) <u>formulate, in accordance with Article 7 (b), appropriate measures based on the best scientific advice available, taking into account relevant environmental, economic and social factors;</u> (c) <u>apply the precautionary approach in accordance with the 1995 Agreement and the Code of Conduct;</u> (d) <u>take due account of the impact of fishing activities on other species and marine ecosystems and in doing so, adopt measures to minimize harmful impacts;</u> (e) <u>take due account of the need to preserve marine biological diversity and its</u> |

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| | | <p><u>related marine ecosystems:</u></p> <p>(f) <u>prevent overfishing and excess fishing capacity, and ensure that levels of fishing effort do not exceed those commensurate with sustainable use of living marine resources;</u></p> <p>(g) <u>take due account of the need to minimize pollution as well as discards, catch by lost or abandoned gear, catch of species not subject to a directed fishery and impacts on associated or dependent species;</u></p> <p>(h) <u>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;</u></p> <p>(i) <u>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, in accordance with Article 8;</u></p> <p>(j) <u>make best efforts to effectively implement all measures adopted by the Commission, including imposing penalties for violations that are of appropriate severity to secure compliance, discourage further violations and deprive offenders of the benefits accruing from their illegal activities; and</u></p> <p>(k) <u>carry out such other activities as may be necessary for the Commission to achieve its principles as defined above.</u></p> |
| The Commission | <p><u>ARTICLE II:</u></p> <p>1. Each Member 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.</p> <p>2. Subject to paragraph 3, each Member shall have one vote. Decisions of the Commission shall be taken by a majority of the votes cast, except as otherwise provided</p> | <p><u>Article 6:</u></p> <p>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.</p> <p>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</p> |

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| | <p>by this Agreement. A majority of the total membership of the Commission shall constitute a quorum.</p> <p>3. A Regional Economic Integration Organization that is a Member of 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.</p> <p>4. A Regional Economic Integration Organization that is a Member of the Commission shall exercise its membership rights on an alternative basis with its member States that are Members of the Commission in the areas of their respective competence. Whenever a Regional Economic Integration Organization that is a Member of the Commission exercises its right to vote, its member States shall not exercise theirs, and conversely.</p> <p>5. Any Member of the Commission may request a Regional Economic Integration Organization that is a Member of the Commission or its member States that are Members of the Commission to provide information as to which, as between the Member 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.</p> <p>6. Before any meeting of the Commission or a subsidiary body of the Commission, a Regional Economic Integration Organization that is a Member of the Commission, or its member States that are Members of 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</p> | <p>constitute a quorum.</p> <p>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.</p> <p>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 <u>Member</u> States shall not exercise theirs, and conversely.</p> <p>5. Any Contracting Party to the Commission may request a Regional Economic Integration Organization that is a Contracting Party to the Commission or its <u>Member</u> States that are Contracting Parties to the Commission to provide information as to which, as between the <u>Contracting Party Regional Economic Integration</u> Organization and its <u>Member</u> States, has competence in respect of any specific question. The Regional Economic Integration Organization or the <u>Member</u> States concerned shall provide this information on such request.</p> <p>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 <u>Member</u> States that are Contracting Parties to the Commission shall indicate which, as between the Regional Economic Integration Organization and its <u>Member</u> 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 <u>Member</u> States, shall exercise the right to vote in respect of each particular agenda item. Nothing in this paragraph shall prevent a Regional Economic Integration</p> |

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| | <p>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 Member of the Commission or its member States that are Members of 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.</p> <p>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 Member which has the right to vote.</p> <p>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 Member of 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.</p> <p>9. The Commission shall elect a Chairman and two Vice-Chairmen.</p> | <p>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.</p> <p>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.</p> <p>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.</p> <p>9. The Commission shall elect a Chairman and two Vice-Chairmen.</p> <p>9. The Commission shall elect by a two-third majority a Chairperson and two Vice-Chairpersons from among the Contracting Parties, each of whom shall serve for a term of (3) years and shall be eligible for re-election but shall not serve for more than (6) years in succession in the same capacity. The Chairperson and the Vice-Chairpersons shall be representatives of different Contracting Parties.</p> |

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| | <p>10. 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.</p> <p>12. The Commission may, by a two-thirds majority of its membership, adopt and amend its own Rules of Procedure provided that such Rules of Procedure or the amendments thereto are not inconsistent with this Agreement or with the Constitution of the Organization.</p> <p>13. The Commission may, by a two-thirds majority of its membership, adopt and amend its own Financial Regulations, provided that such Regulations shall be consistent with the principles embodied in the Financial Regulations of the Organization. Such Regulations shall be reported to the Finance Committee of the Organization which shall have the power to disallow such Financial Regulations or amendment if it finds that they are inconsistent with the principles embodied in the Financial Regulations of the Organization.</p> | <p>10. The Chairman of the Commission shall normally convene a regular session of the Commission every year unless otherwise directed by a majority of the Contracting Parties. The site and date of all sessions shall be determined by the Commission in consultation with the Director-General of the Organization.</p> <p>12. The Commission may, by a two-thirds majority of its membership, adopt and amend its own Rules of Procedure provided that such Rules of Procedure or the amendments thereto are not inconsistent with this Agreement or with the Constitution of the Organization.</p> <p>13. The Commission may, by a two-thirds majority of its membership, adopt and amend its own Financial Regulations, provided that such Regulations shall be consistent with the principles embodied in the Financial Regulations of the Organization. Such Regulations shall be reported to the Finance Committee of the Organization which shall have the power to disallow such Financial Regulations or amendment if it finds that they are inconsistent with the principles embodied in the Financial Regulations of the Organization.</p> <p><u>11. 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.</u></p> |
| <p>Functions of the Commission</p> | <p><u>ARTICLE III:</u> ... and to these ends it shall have the following functions and responsibilities:</p> <p>(a) 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;</p> | <p><u>Article 7:</u> ... and to these ends it<u>The Commission shall have in accordance with its objective and general principles, exercise</u> the following functions and responsibilities:</p> <p>(a) to keep under<u>regularly</u> 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 living marine resources;</p> |

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| | <p>(b) to formulate and recommend, in accordance with the provisions of Article V, appropriate measures:</p> <p>(i) for the conservation and rational management of living marine resources, including measures:</p> <ul style="list-style-type: none"> - regulating fishing methods and fishing gear, - prescribing the minimum size for individuals of specified species, - establish open and closed fishing seasons and areas, - regulating the amount of total catch and fishing effort and their allocation among Members, <p>(ii) for the implementation of these recommendations;</p> | <p>(b) formulate and recommend, in accordance with the provisions of Article V18, appropriate <u>measures at regional and sub-regional level, including:</u></p> <p>(i) for the conservation and rational management of marine living marineresources found in the Agreement Area;</p> <p><u>(ii) to minimize impacts for fishing activities on living marine resources and their ecosystems;</u></p> <p><u>(iii) to establish fishing restricted areas and, in collaboration with other relevant international organizations, marine protected areas;</u></p> <p><u>(iv) to determine, when appropriate, total allowable catch, or total allowable level of effort, and the nature and extent of participation in fishing activities;</u></p> <p><u>(v) to adopt measures for the collection, submission, verification, storing and dissemination of data and information, consistent with relevant data confidentiality policies and requirements;</u></p> <p><u>(vi) to take action to prevent, deter and eliminate illegal, unreported and unregulated fishing;</u></p> <p><u>(vii) to elaborate multiannual management plans based on an ecosystem approach to fisheries to guarantee the maintenance of fish stocks above levels which can produce maximum sustainable yield;</u></p> <p><u>(viii) to establish mechanisms for effective monitoring, control, surveillance and enforcement, including sanctions such as non-discriminatory market-related measures;</u></p> <p>–regulating fishing methods</p> <p><u>(c) promote the development and fishing gear, –prescribing the minimum size for individuals-use of –establishing open</u><u>electronic means to facilitate communication</u> and closed fishing seasons<u>exchange of data</u> and areas, –regulating the amount of total catch and fishing effort and their allocation<u>information</u> among Contracting Parties;</p> <p>(ii) for the implementation of these recommendations;</p> |

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| | <p>(c) to keep under review the economic and social aspects of the fishing industry and recommend any measures aimed at its development;</p> <p>d) to encourage, recommend, coordinate and, as appropriate, undertake training and extension activities in all aspects of fisheries;</p> <p>(e) to encourage, recommend, coordinate and, as appropriate, undertake research and development activities, including cooperative projects in the areas of fisheries and the protection of living marine resources;</p> <p>(f) to assemble, publish or disseminate information regarding exploitable living marine resources and fisheries based on these resources;</p> <p>(g) to promote programmes for marine and brackish water aquaculture and coastal fisheries enhancement;</p> <p>(h) to carry out such other activities as may be necessary for the Commission to achieve its purpose as defined above.</p> | <p><u>(d) establish such mechanism as set out in the Rules of Procedure for the purpose of reviewing the advice of its subsidiary bodies to facilitate, as appropriate, the adoption of recommendations;</u></p> <p><u>(e) promote programmes concerning aquaculture and coastal fisheries development and enhancement;</u></p> <p><u>(f) (c) to keep under regularly review the socio-economic and social 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;</u></p> <p><u>(g) promote the development of institutional capacity and human resources, particularly through education, training and vocational activities in areas of competence of the Commission;</u></p> <p><u>(h) enhance communication and consultation with civil society concerned with aquaculture and fishing;</u></p> <p><u>(i) encourage, recommend, coordinate and, as appropriate, undertake training and extension activities in all aspects of fisheries;</u></p> <p><u>(e) to encourage, recommend, coordinate and, as appropriate, undertake research and development activities, including cooperative projects in the areas of fisheries and the protection of living marine resources;</u></p> <p><u>(f) to assemble, publish or disseminate information regarding exploitable living marine resources adopt and fisheries based on these resources;</u></p> |

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| | <p>ARTICLE II</p> <p>12. The Commission may, by a two-thirds majority of its membership, adopt and amend its own Rules of Procedure provided that such Rules of Procedure or the amendments thereto are not inconsistent with this Agreement or with the Constitution of the Organization.</p> <p>13. The Commission may, by a two-thirds majority of its membership, adopt and amend its own Financial Regulations, provided that such Regulations shall be consistent with the principles embodied in the Financial Regulations of the Organization. Such Regulations shall be reported to the Finance Committee of the Organization which shall have the power to disallow such Financial Regulations or amendment if it finds that they are inconsistent with the principles embodied in the Financial Regulations of the Organization.</p> <p>ARTICLE III:</p> <p>2. In formulating and recommending measures under paragraph 1(b) above, the Commission shall apply the precautionary approach to conservation and management decisions, and take into account also the best scientific evidence available and the need to promote the development and proper utilization of the marine living resources.</p> | <p>The Commission may adopt and amend, by a two-thirds majority of its membership, its Rules of Procedure provided that such Rules of Procedure or the amendments thereto are not inconsistent with this Agreement or with the Constitution of the Organization and Financial Regulations provided that such Regulations shall be consistent with the principles embodied in the Financial Regulations of the Organization. Such Regulations shall be reported to the Finance Committee of the Organization which shall have the power to disallow such Financial Regulations or amendment if it finds that they are inconsistent with the principles embodied in the Financial Regulations of the Organization. and such other internal administrative regulations as may be necessary to carry out its functions:</p> <p><u>(k) approve the budget and programme of work of the Commission and</u></p> <p><u>(l) exercise any other function as may be necessary for achieving the objective of this Agreement.</u></p> <p>2. In formulating and recommending measures under paragraph 1(b) above, the Commission shall apply the precautionary approach to conservation and management decisions, and take into account also the best scientific evidence available and the need to promote the development and proper utilization of the marine living resources.</p> |
| Subsidiary bodies of the Commission | <p>ARTICLE VII:</p> <p>1. The Commission may establish temporary, special or</p> | <p>Article 8:</p> <p>1. The Commission may establish temporary, special or standing committees to study</p> |

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| | <p>standing committees to study and report on matters pertaining to the purposes of the Commission and working parties to study and recommend on specific technical problems.</p> <p>2. The committees and working parties referred to in paragraph 1 above shall be convened by the Chairman of the Commission at such times and places as are determined by the Chairman in consultation with the Director-General of the Organization, as appropriate.</p> <p>3. The establishment of committees and working parties referred to in paragraph 1 above and the</p> | <p>and report on matters pertaining to the purposes of the Commission and working parties to study and recommend on specific technical problems <u>shall establish a Scientific Advisory Committee, an Advisory Committee on Aquaculture, a Compliance Committee and a Committee on Administration and Finance in accordance to the terms of reference set out in the Rules of Procedure.</u></p> <p><u>2. In order to provide a forum for consultation and cooperation on matters related to the management of one or more of the stocks covered by this Agreement, and to facilitate the elaboration of recommendations referred to under Article 7(b), there are hereby established sub-regional working groups for the Western, Central, Adriatic and Ionian, Eastern and Black Sea sub-regions for the purposes of performing functions to meet the objective and principles of this Agreement and supporting, as appropriate, the functions of the Commission.</u></p> <p><u>3. The sub-regional working groups shall cooperate closely with, in particular, the Scientific Advisory Committee and the Advisory Committee on Aquaculture in performing their functions.</u></p> <p><u>4. The areas of application, functions and responsibilities of each sub-regional working group shall be set out in the Rules of Procedure.</u></p> <p><u>5. The Commission may, subject to the provisions of this Article, establish such other sub-committees and working groups as may be necessary for the purposes of this Agreement.</u></p> <p><u>5. The Commission may, subject to the provisions of this Article, establish such other sub-committees and working groups as may be necessary for the purposes of this Agreement.</u></p> <p>2. The committees and working parties referred to in paragraph 1 above shall be convened by the Chairman of the Commission at such times and places as are determined by the Chairman in consultation with the Director-General of the Organization, as appropriate.</p> <p><u>6. The establishment by the Commission of subsidiary bodies of committees and</u></p> |

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| | <p>recruitment or appointment of specialists shall be subject to the availability of the necessary funds in the relevant chapter of the approved budget of the Commission. Before taking any decision involving expenditures in connection with the establishment of committees and working parties and the recruitment or appointment of specialists, the Commission shall have before it a report from the Secretary of the Commission on the administrative and financial implications thereof.</p> | <p>working parties referred to in paragraph 1 above and the recruitment or appointment of specialists 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, in connection with the establishment of committees and working parties and the recruitment or appointment of specialists, the Commission shall have before it a report from the Executive Secretary on administrative and financial implications thereof.</p> <p><u>7. Each Contracting Party shall be entitled to appoint one representative to any subsidiary body who at sessions may be accompanied by alternates, experts and advisers.</u></p> <p><u>8. Contracting Parties shall provide information relevant to the functioning of each subsidiary body in such a way as to enable them to fulfil their responsibilities.</u></p> <p><u>Alternative formulation:</u></p> <p><u>1. The Commission shall establish a Scientific Advisory Committee, an Advisory Committee on Aquaculture, a Compliance Committee and a Committee on Administration and Finance in accordance to the terms of reference set out in the Rules of Procedure.</u></p> <p><u>2. In order to provide a forum for consultation and cooperation on matters related to the management of one or more of the stocks covered by this Agreement, and to facilitate the elaboration of recommendations referred to under Article 7(b), two sub-regional commissions shall be established for the Mediterranean Sea and the Black Sea taking into account the specificities of the Agreement Area.</u></p> <p><u>3. The sub-regional commissions shall cooperate closely with the Scientific Advisory Committee and the Advisory Committee on Aquaculture in performing their functions and shall be open to Contracting Parties which are coastal States lying on the migratory path of the stocks concerned in the sub-commission or whose vessels participate in the fisheries of these stocks.</u></p> <p><u>4. The functions and responsibilities of the sub-regional commissions shall be set out in the Rules of Procedure of the Commission.</u></p> <p><u>6. The establishment by the Commission of subsidiary bodies shall be subject to the</u></p> |

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| | | <p><u>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.</u></p> <p><u>7. Each Contracting Party shall be entitled to appoint one representative to any subsidiary body who at sessions may be accompanied by alternates, experts and advisers.</u></p> <p><u>8. Contracting Parties shall provide information relevant to the functioning of each subsidiary body in such a way as to enable them to fulfil their responsibilities.</u></p> |
| The Bureau | None | <p><u>Article 9:</u></p> <p><u>1. The Bureau shall be composed of the Chairperson and the two Vice-Chairpersons referred to in Article 6. The Chairperson of the Bureau shall be the Chairperson of the Commission.</u></p> <p><u>2. The Bureau shall:</u></p> <ul style="list-style-type: none"> <u>a) review and consider a strategy and work plan with the assistance of the Secretariat for consideration by the Commission, and monitor its implementation;</u> <u>b) ensure that policies and decisions of the Commission are operationalized;</u> <u>c) coordinate and monitor the work of the subsidiary bodies established; and</u> <u>d) provide guidance to the Secretariat with regard to the preparations for, and conduct of, the sessions of the Commission; and</u> <u>e) undertake other functions or responsibilities as specified in the Rules of Procedures.</u> |
| Secretariat | <p><u>ARTICLE XI, paragraphs 1 and 2:</u></p> <p>1. The Secretary of the Commission (hereinafter referred to as the "Secretary") 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 Members of the Commission.</p> | <p><u>Article 10:</u></p> <p><u>1. The Secretariat shall consist of the Executive Secretary of the Commission (hereinafter referred to, and such staff as the "Secretary") shall may be appointed by him or her and under his or her supervision, unless otherwise provided in the Rules of Procedure.</u></p> <p><u>2. The Executive Secretary shall be appointed by the Director-General with of the FAO following the approval of the Commission, or in the event of appointment between regular sessions in accordance with the selection procedure agreed upon by the Commission. The Executive Secretary and the staff of the Commission shall be appointed</u></p> |

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| | <p>2. The Secretary shall be responsible for implementing the policies and activities of the Commission and shall report thereon to the Commission. The Secretary shall also act as Secretary to other subsidiary bodies established by the Commission, as required.</p> <p><u>ARTICLE VI</u> 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-</p> | <p><u>and governed in accordance</u> with the <u>approval of the Members of the Commission</u> terms, conditions and procedures laid down in the FAO Administrative Manual, FAO Staff Regulations and FAO Staff Rules as generally applicable to other staff members of the FAO.</p> <p>2. The Secretary shall be responsible for implementing the policies and activities of the Commission and shall report thereon to the Commission. The Secretary shall also act as Secretary to other subsidiary bodies established by the Commission, as required.</p> <p><u>3. In the exercise of his or her functions, the Executive Secretary shall have direct relations with all Contracting Parties, Cooperating non Contracting Parties and non-Members, in accordance with applicable rules and parameters by the Organization.</u></p> <p><u>4. The Executive Secretary shall:</u></p> <p>(a) <u>be responsible for the implementation of the policies and activities of the Commission;</u></p> <p>(b) <u>maintain contacts with relevant governments, international organizations and institutions;</u></p> <p>(c) <u>be responsible for the receipt, collection, circulation, drafting and presentation of documents for the Commission sessions and subsidiary bodies;</u></p> <p>(d) <u>stimulate interests among Contracting Parties and potential donors in Commission activities and in possible financing or implementing cooperative programmes, projects and complementary activities;</u></p> <p>(e) The Commission shall transmit, after each session, reports of the Commission and, as appropriate, its subsidiary bodies to the Director-General of the FAO; 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.</p> <p>(f) <u>provide services to the Commission and its subsidiary bodies to facilitate the</u></p> |

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| | General of the Organization through the Commission. | <p><u>execution of their functions; and undertake other functions or responsibilities as specified in the Rules of Procedures; and</u></p> <p><u>(g) undertake other functions or responsibilities as specified in the Rules of Procedures.</u></p> |
| <p>Financial arrangements</p> | <p><u>ARTICLE II, paragraph 13:</u></p> <p>The Commission may, by a two-thirds majority of its membership, adopt and amend its own Financial Regulations, provided that such Regulations shall be consistent with the principles embodied in the Financial Regulations of the Organization. Such Regulations shall be reported to the Finance Committee of the Organization which shall have the power to disallow such Financial Regulations or amendment if it finds that they are inconsistent with the principles embodied in the Financial Regulations of the Organization.</p> <p><u>ARTICLE IX:</u></p> <p>1. Each Member of the Commission undertakes to contribute annually its share of the autonomous budget in accordance with a scale of contributions to be adopted by the Commission.</p> <p>2. At each regular session, the Commission shall adopt its autonomous budget by consensus of its Members, 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 Members.</p> <p>3. (a) The amount of the contribution of each Member of the Commission shall be determined in accordance with a scheme which the Commission shall adopt and amend by consensus.</p> | <p><u>Article 11:</u></p> <p>1. The Commission may, by a two-thirds majority of its membership, adopt and amend, <u>as required,</u> its own Financial Regulations, provided that such Regulations shall by a two-thirds majority of the Contracting Parties, which shall be consistent with the principles embodied in the Financial Regulations of <u>FAO. The Financial</u> Regulations <u>and amendments thereto</u> shall be reported to the Finance Committee of <u>FAO</u> which shall have the power to disallow <u>them</u> if it finds that they are inconsistent with the principles embodied in the Financial Regulations of <u>FAO</u>.</p> <p>2. At each regular session, the Commission shall adopt its autonomous budget 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.</p> <p>3. 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 <u>scheme which the Commission shall adopt or amend by consensus. The scheme shall be set out in the Financial Regulations.</u></p> <p>3. (a) The amount of the contribution of each Member of the Commission shall be determined in accordance with a scheme which the Commission shall adopt and amend by consensus.</p> |

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| | <p>(b) The scheme adopted or amended by the Commission shall be set out in the Financial Regulations of the Commission.</p> <p>4. Any non-Member of the Organization that becomes a Member of the Commission 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.</p> <p>5. Contributions shall be payable in freely convertible currencies unless otherwise determined by the Commission with the concurrence of the Director-General.</p> <p>6. The Commission may also accept donations and other forms of assistance from organizations, individuals and other sources for purposes connected with the fulfillment of any of its functions.</p> <p>7. Contributions and donations and other forms of assistance received shall be placed in a Trust Fund administered by the Director-General in conformity with the Financial Regulations of the Organization.</p> <p>8. A Member of the Commission 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 Member to vote if it is satisfied that the failure to pay was due to conditions beyond the control of the Member but in no case shall it extend the right to vote beyond a further two calendar years.</p> | <p>(b) The scheme adopted or amended by the Commission shall be set out in the Financial Regulations of the Commission.</p> <p>4. Any non-member of the FAO that becomes a Contracting Party shall be required to make such contribution towards the expenses incurred by the FAO with respect to the activities of the Commission as the Commission may determine.</p> <p>5. Contributions shall be payable in freely convertible currencies unless otherwise determined by the Commission with the concurrence of the Director-General of the FAO.</p> <p>6. 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.</p> <p>7. Contributions and donations and other forms of assistance received shall be placed in a trust fund administered by the Director-General of the FAO in conformity with the Financial Regulations of the FAO.</p> <p>8. 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.</p> |

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| Expenses | <p><u>ARTICLE X</u></p> <p>1. 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 committees or working parties established in accordance with Article VII of this Agreement shall be determined and paid by the respective Members.</p> <p>2. The expenses of the Secretariat, including publications and communications and the expenses incurred by the Chairman and Vice-Chairmen of the Commission, when performing duties on behalf of the Commission between Commission sessions, shall be determined and paid from the budget of the Commission.</p> <p>3. The expenses of research and development projects undertaken by individual Members of the Commission, whether independently or upon recommendation of the Commission, shall be determined and paid by the Members concerned.</p> <p>4. The expenses incurred in connection with cooperative research or development projects undertaken in accordance with the provisions of Article III, paragraph 1(e), unless otherwise available shall be determined and paid by the Members 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 Organization and shall be administered by the Organization in accordance with the Financial Regulations and Rules of the Organization.</p> <p>5. The expenses of experts invited to attend meetings of the Commission, committees or working parties in their individual capacity shall be borne by the budget of the Commission.</p> | <p><u>Article 12:</u></p> <p>1. 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.</p> <p>2. 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.</p> <p>3. 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.</p> <p>4. 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.</p> <p>5. 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.</p> |

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| | <p>6. 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 Organization. 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 Organization.</p> <p><u>ARTICLE XI, paragraphs 3 and 4:</u></p> <p>3. 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 General Rules and the Financial Regulations of the Organization.</p> <p>4. Expenses incurred by delegates, their alternates, experts and advisers when attending, as government representatives, sessions of the Commission, its sub-commissions and its committees, as well as the expenses incurred by observers at sessions, shall be borne by the respective governments or organizations. The expenses of experts invited by the Commission to attend, in their individual capacity, meetings of the Commission or its sub-commissions or committees shall be borne by the budget of the Commission.</p> | <p>6. 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.</p> <p>7. 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 FAO. The expenses to be borne by the FAO shall be determined and paid within the limits of the biennial budget prepared by the Director-General and approved by the Conference of the FAO in accordance with the Financial Regulations and Rules of the FAO.</p> <p>8. 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 20 and subject to the availability of funds, the expenses could be borne by the budget of the Commission.</p> |
| Decision making | <p><u>ARTICLE V:</u></p> <p>1. The recommendations referred to in Article III, paragraph 1(b), shall be adopted by a two-thirds majority of Members of the Commission present and voting. The text of such recommendations shall be</p> | <p><u>Article 13:</u></p> <p>1. The recommendations referred to in Article III, paragraph 17(b), shall be adopted by a two-thirds majority of <u>the Contracting Parties</u> of the Commission present and voting. The text of such recommendations shall be communicated by the Chairman of the Commission to each <u>Contracting Party, cooperating non-Contracting Party and relevant</u></p> |

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| | <p>communicated by the Chairman of the Commission to each Member.</p> <p>2. Subject to the provisions of this Article, the Members of the Commission undertake to give effect to any recommendations made by the Commission under Article III, paragraph 1(b), from the date determined by the Commission, which shall not be before the period for objection provided for in this Article has elapsed.</p> <p>3. Any Member 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. In the event of an objection being made within the one hundred and twenty days period any other Member may similarly object at any time within a further period of sixty days. A Member may also at any time withdraw its objection and give effect to a recommendation.</p> <p>4. If objections to a recommendation are made by more than one-third of the Members of the Commission, the other Members 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.</p> <p>5. The Chairman of the Commission shall notify each Member immediately upon receipt of each objection or withdrawal of objection.</p> | <p><u>non-members.</u></p> <p>2. Subject to the provisions of this Article, the Contracting Parties of the Commission undertake to give effect to any recommendations adopted under <u>Article III, paragraph 1(b)</u>-Article 7(b), from the date determined by the Commission, which shall not be before the period for objection provided for in this Article has elapsed.</p> <p>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. <u>The objection should include a written explanation of reasons for objecting, and where appropriate, proposals for alternative measures.</u> 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.</p> <p>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.</p> <p>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.</p> <p><u>6. Any Contracting Party that is bound by a recommendation in accordance with this Article has a duty to implement such recommendation in its national laws and procedures upon its entry into force.</u></p> <p><u>7. In exceptional circumstances as determined by the Executive Secretary in consultation with the Chairperson, when urgent matters require Contracting Parties to take decisions</u></p> |

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| | | <p><u>between sessions of the Commission, any rapid means of communication may be used for decision-making with respect to procedural and administrative matters of the Commission, including any of its subsidiary bodies, other than matters relating to the interpretation of and the adoption of amendments the Agreement or its Rules of Procedure.</u></p> |
| <p>Obligations of Contracting Parties</p> | <p><u>ARTICLE V, paragraph 2:</u> Subject to the provisions of this Article, the Members of the Commission undertake to give effect to any recommendations made by the Commission under Article III, paragraph 1(b), from the date determined by the Commission, which shall not be before the period for objection provided for in this Article has elapsed.</p> | <p><u>Article 14:</u> Subject to the provisions of this Article, the Members of the Commission undertake to give effect to any recommendations made by the Commission under Article III, paragraph 1(b), from the date determined by the Commission, which shall not be before the period for objection provided for in this Article has elapsed.</p> <p><u>1. Contracting Parties shall provide such information to the Commission and its subsidiary bodies in such a way as to enable the Commission to meet the objective of this Agreement and to enable its subsidiary bodies to fulfil their responsibilities.</u></p> <p><u>2. Each Contracting Party shall:</u></p> <ul style="list-style-type: none"> <u>(a) implement this Agreement and the recommendations adopted by the Commission, and take all necessary measures to ensure their effectiveness;</u> <u>(b) cooperate in furthering the objective of this Agreement;</u> <u>(c) take all necessary measures to support efforts to prevent, deter and eliminate illegal, unreported and unregulated fishing within the Agreement Area; and</u> <u>(d) collect, verify and report scientific, technical and statistical data and information required pursuant to this Agreement in conformity with standards, rules and procedures established by the Commission.</u> <p><u>3. Each Contracting Party shall report annually to the Commission through the Compliance Committee indicating how it has implemented the recommendations by the Commission, including providing such relevant legislative and administrative documents as may be required by the Commission.</u></p> <p><u>4. Each Contracting Party shall take measures and cooperate to ensure compliance with recommendations by the Commission by its nationals and vessels owned, operated or controlled by its nationals.</u></p> |

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| Duties of the flag State | No specific provision. | <p><u>Article 15:</u></p> <p><u>1. Each Contracting Party shall take all necessary measures to ensure that vessels entitled to fly its flag:</u></p> <ul style="list-style-type: none"> <u>(a) comply with the provisions of this Agreement and the recommendations adopted by the Commission; and</u> <u>(b) do not conduct unauthorized fishing or fishing related activities within waters in the Agreement Area.</u> <p><u>2. Each Contracting Party shall:</u></p> <ul style="list-style-type: none"> <u>(c) authorize the use of vessels entitled to fly its flag only where it is able to exercise effectively its responsibilities in respect of the vessels in accordance with this Agreement and with international law;</u> <u>(d) maintain a register of vessels entitled to fly its flag and authorized for fishing or fishing related activities, ensure that such information as may be specified by the Commission is entered into that register, and exchange the information in accordance with such procedures as may be specified by the Commission, consistent with its level of capacity;</u> <u>(e) in accordance with procedures adopted by the Commission, investigate immediately and report fully on actions taken in response to any alleged violation by vessels entitled to fly its flag of provisions of this Agreement or any recommendation adopted by the Commission; and</u> <u>(f) ensure that penalties at national level are of an appropriate severity to at least deprive offenders of the benefits accruing from their illegal activities.</u> |
| Duties of the port State | No specific provision. | <p><u>Article 16:</u></p> <p><u>1. Each Contracting Party shall, consistent with its level of capacity, take all measures and actions, to the extent possible, necessary to implement port State measures in accordance with international instruments and recommendations by the Commission.</u></p> |
| Monitoring, control and surveillance | No specific provision. | <p><u>Article 17:</u></p> <p><u>1. The Commission shall establish mechanisms for effective monitoring, control and surveillance of fishing activities with a view to ensure compliance with this Agreement</u></p> |

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| | | <p><u>and the adopted recommendations including, <i>inter alia</i>:</u></p> <ul style="list-style-type: none"> (a) <u>a record of vessels authorised to fish in the Agreement Area;</u> (b) <u>requirements for the reporting of vessel movements and activities by a satellite vessel monitoring system or other means that shall be designed to ensure the integrity and security of near real time transmissions, and such other systems as may be agreed by the Commission;</u> (c) <u>inspection programmes both at sea and in port, including joint or reciprocal boarding and inspection schemes outside territorial waters;</u> (d) <u>reporting obligations on violations detected, progress and outcomes of investigations, and enforcement actions taken; and</u> (e) <u>lists of vessels having engaged in illegal, unreported and unregulated fishing, including actions to be taken against vessels on such lists.</u> <p><u>2. The Commission, through a process leading to the identification of cases of non-compliance with recommendations adopted shall, as appropriate, determine sanctions consistent with international law, including non-discriminatory market-related measures against non-Members.</u></p> <p><u>3. Contracting Parties identified by the Commission as being non-compliant with recommendations adopted shall be eligible for penalties under the scheme provided for in the Financial Regulations.</u></p> |
| Observers | No specific provision. | <p><u>Article 18:</u></p> <p><u>1. Any member or associate member of FAO 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.</u></p> <p><u>2. States which, while not Members nor members or associate members of FAO, are Members of the United Nations, any of its Specialized Agencies or the International Atomic Energy Agency may, upon request and subject to the concurrence of the Commission through its Chairperson, and to the provisions relating to the granting of observer status to nations adopted by the Conference of FAO, be invited to attend sessions of the Commission and its subsidiary bodies as observers.</u></p> <p><u>3. The Commission may invite on request intergovernmental or, non-</u></p> |

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| | | <p><u>governmental organizations, stakeholders and civil society organizations to participate as observers having special competence in the field of activity of the Commission, including its subsidiary bodies, and to attend such of its meetings as the Commission may specify.</u></p> <p><u>4. Unless the Commission expressly determines otherwise, observers may attend the plenary sessions of the Commission and participate in the discussions at any subsidiary body sessions which they may be invited to attend upon request. They may submit memoranda but in no case will they be entitled to vote.</u></p> |
| <p>Cooperation with other organizations and institutions</p> | <p><u>ARTICLE VIII:</u> The Commission shall cooperate closely with other international organizations in matters of mutual interest.</p> | <p><u>Article 19</u></p> <p>1. The Commission shall cooperate with other international organizations and institutions in matters of mutual interest.</p> <p><u>2. The Commission shall take into account measures adopted by other intergovernmental organizations that have competence in relation to the Agreement Area.</u></p> <p><u>3. 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.</u></p> |
| <p>Recognition of the special requirements of developing State Contracting Parties</p> | <p>No specific provision.</p> | <p><u>Article 20:</u></p> <p><u>1. The Commission shall give full recognition to the special requirements of developing States Contracting Parties to this Agreement in relation to conservation and management of living marine resources and to the development of fishing activities.</u></p> <p><u>2. In giving effect to the duty to cooperate to reach the objective of this Agreement, the Commission shall take into account the special requirements of developing States Contracting Parties, in particular:</u></p> <p><u>(a) the vulnerability of such developing States Contracting Parties which are dependent on the exploitation of living marine resources, including for meeting the nutritional requirements of their populations or part thereof;</u></p> <p><u>(b) the need to avoid adverse impacts on and ensure access to fisheries by subsistence, small-scale fishers and fish workers;</u></p> |

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| | | <p><u>(c) the need to ensure that such recommendations adopted do not result in transferring, directly or indirectly, a disproportionate burden of conservation action onto such developing States Contracting Parties; and</u></p> <p><u>(d) financial and social pressures that developing States Contracting Parties could be incapable of facing within the limits of their resources.</u></p> <p><u>3. The Contracting Parties shall cooperate either directly or through the Commission for the purposes set out in this Article, which may include to provide assistance directed towards:</u></p> <p><u>(a) improved conservation and management of living marine resources through collection, submission, verification, storing and dissemination of data;</u></p> <p><u>(b) stock assessment and scientific research;</u></p> <p><u>(c) development of fishing activities;</u></p> <p><u>(d) promotion of a human-right based approach to small-scale fisheries;</u></p> <p><u>(e) alleviation of any socio-economic impact on fishers organizations;</u></p> <p><u>(f) monitoring, control, surveillance, including training and capacity-building at the local level and access to technology and equipment; and</u></p> <p><u>(g) ensuring the participation to sessions of the Commissions or its subsidiary bodies by delegates, their alternates, experts and advisers when attending, including through the participation fund set out in the Financial Regulations.</u></p> |
| Non-Members | No specific provision. | <p><u>Article 21:</u></p> <p><u>1. Contracting Parties 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-members to this Agreement and, as appropriate, identify cases of non-compliance by non-members.</u></p> <p><u>2. Contracting Parties shall, individually or collectively, take measures consistent with this Agreement and international law, to deter the activities of such vessels which</u></p> |

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| | | <p><u>undermine the effectiveness of applicable recommendations, and shall, through the Compliance Committee, report to the Commission any action taken in response to fishing or fishing related activities in the Agreement Area by non-members.</u></p> <p><u>3. Contracting Parties shall, individually or collectively, draw the attention of any non-member to this Agreement to any activity which in the opinion of the Contracting Party or Contracting Parties negatively affects the implementation of the objective of this Agreement.</u></p> <p><u>4. Contracting Parties shall, individually or collectively, request non-members to this Agreement whose vessels are engaged in fishing or fishing related activities in the Agreement Area to become parties to this Agreement or to cooperate fully in the implementation of recommendations adopted by the Commission. Such cooperating non-members may enjoy benefits commensurate with their commitments to comply with recommendations adopted according to the criteria for attaining the status of cooperating non-member set out in the Rules of Procedure.</u></p> |
| <p>Dispute settlement</p> | <p><u>ARTICLE XVII:</u></p> <p>Any dispute regarding the interpretation or application of this Agreement, if not settled by the Commission, shall be referred to a committee composed of one member appointed by each of the parties to the dispute, and in addition an independent chairman chosen by the members of the committee. The recommendations of such a committee, while not binding in character, shall become the basis for renewed consideration by the parties concerned of the matter out of which the disagreement arose. If as the result of this procedure the dispute is not settled, it shall be referred to the International Court of Justice in accordance with the Statute of the Court, or, in the case of a Regional Economic Integration Organization that is a Member of the Commission, it shall be submitted to arbitration unless the parties to the dispute agree to another method of settlement.</p> | <p><u>Article 22</u></p> <p><u>1. Contracting Parties shall faithfully cooperate in order to prevent disputes.</u></p> <p><u>2. AnyIf any dispute regardingarises between two or more Contracting Parties concerning the interpretation or application of this Agreement, if not settled by the Commission, it shall be referred to a committee composedan ad hoc expert panel established in accordance with the Rules of one member appointed by each of the parties to the dispute, and in addition an independent chairman chosen by the members of the committee.Procedure adopted by the Commission. The recommendations by such committeepanel, while not binding in character, shall becomeconstitute the basis for renewed consideration by the Contracting Parties concerned of the matter out of which disagreement arose.</u></p> <p><u>3. If as a result of the recommendations by the ad hoc expert panel established according to the provisions in paragraph 2 of this procedureArticle the dispute is not settled, it shall be referred to the International Court of Justice in accordance with the Statute of the Court, or, in the case of a Regional Economic Integration Organization that is a Member of the Commission it shall be submitted to arbitration, unless the parties to the dispute agree to another method of settlement.</u></p> |

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| Relationship to other instruments | <p><u>ARTICLE XIII, paragraph 8:</u></p> <p>References in this Agreement to the United Nations Convention on the Law of the Sea, 1982, or to other international agreements, do not prejudice the position of any State with respect to signature, ratification, or accession to the 1982 United Nations Convention or with respect to other agreements.</p> | <p><u>Article 23:</u></p> <p><u>1. Where there is any change to the provisions of the Basic Texts of the Organization that affects the provisions of this Agreement, its Rules of Procedure or Financial Regulations, including by adoption of new provisions or amendment of existing ones, the adoption and implementation of such change by the Organization or any of its parts shall take precedence over the provisions in the Agreement its Rules of Procedure or Financial Regulations, in case of ambiguity.</u></p> <p>2. References in this Agreement to the United Nations1982 Convention on the Law of the Sea, 1982, or to other international agreements, do not prejudice the position of any State with respect to signature, ratification, or accession to the 1982 United Nations Convention or with respect to other agreements, <u>nor the rights, jurisdiction and duties of Contracting Parties under the 1982 Convention or the 1995 Agreement.</u></p> |
| Official languages of the Commission | No specific provision. | <p><u>Article 24:</u></p> <p><u>1. The official languages of the Commission shall be such official languages of the FAO as the Commission itself may decide, as specified in the Rules of Procedure. The delegations may use any one of these languages at sessions and for their reports and communications.</u></p> <p><u>2. During the Commission sessions, interpretation in one or more of the official languages of the Commission shall be provided.</u></p> <p><u>3. Publications of reports and communications shall be in the language in which they are submitted and, when required by the Commission, abstracts will be provided in any other official language of the Commission.</u></p> |
| Amendments | <p><u>ARTICLE XII:</u></p> <p>1. The General Fisheries Commission for the Mediterranean may amend this Agreement by a two-thirds majority of all the Members of the Commission. Subject to paragraph 2 below, amendments shall come into force as from the date of their adoption by the</p> | <p><u>Article 25:</u></p> <p>1. The General Fisheries Commission for the Mediterranean 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.</p> |

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| | <p>Commission.</p> <p>2. Amendments involving new obligations for Members shall come into force after acceptance by two-thirds of the Members of the Commission and with respect to each Member only on acceptance of it by that Member. 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 General Fisheries Commission for the Mediterranean, 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 Member of the General Fisheries Commission for the Mediterranean 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.</p> <p>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.</p> | <p>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 FAO who shall inform all the Members of the FAO, 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.</p> <p>3. Amendments to this Agreement shall be reported to the Council of the FAO which shall have the power to disallow any amendment which it finds to be inconsistent with the objectives and purposes of the FAO or the provisions of the Constitution of the FAO. If the Council of the FAO considers it desirable, it may refer the amendment to the Conference of the FAO which shall have the same power.</p> |
| Acceptance | <p><u>ARTICLE XIII, paragraphs 1-7:</u></p> <p>1. This Agreement shall be open to acceptance by Members or Associate Members of the Organization.</p> <p>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</p> | <p><u>Article 26:</u></p> <p>1. This Agreement shall be open to acceptance by Members or associate Members of the FAO.</p> <p>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</p> |

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| | <p>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.</p> <p>3. Participation in the activities of the Commission by Members of the Commission 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 of the Organization.</p> <p>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.</p> <p>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.</p> <p>6. The Director-General of the Organization shall inform all Members of the Commission, all Members of the Organization and the Secretary-General of the United Nations of all acceptances that have become effective.</p> <p>7. Acceptance of this Agreement may be made subject to reservations which shall become effective only upon unanimous approval by the Members of the Commission. Members of the Commission not having</p> | <p>application for membership and a declaration made in a formal instrument that they accept this Agreement as in force at the time of admission.</p> <p>3. Participation in the activities of the Commission by Contracting Parties which are not Members or associate Members of the FAO 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 FAO.</p> <p>4. Acceptance of this Agreement by any Member or associate Member of the FAO shall be effected by the deposit of an instrument of acceptance with the Director-General of the FAO and shall take effect on receipt of such instrument by the Director-General.</p> <p>5. Acceptance of this Agreement by non-members of the FAO shall be effected by the deposit of an instrument of acceptance with the Director-General of the FAO 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.</p> <p>6. The Director-General of the FAO shall inform all Contracting Parties of the Commission, all Members of the FAO and the Secretary-General of the United Nations of all acceptances that have become effective.</p> <p>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</p> |

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| | 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 Members of the Commission of any reservations. | economic integration organization making the reservation shall not become a party to this Agreement. The Director-General of the FAO shall notify forthwith all Contracting Parties of any reservations. |
| Entry into force | <u>ARTICLE XVI:</u> This Agreement shall enter into force as from the date of receipt of the fifth instrument of acceptance. | <u>Article 27:</u> This Agreement shall enter into force as from the date of receipt of the fifth instrument of acceptance. |
| Reservations | <u>ARTICLE XV:</u> 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. | <u>Article 28:</u> 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. <u>1. 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.</u> |
| Withdrawal | <u>ARTICLE XVI:</u> 1. Any Member 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 Member, by giving written notice of such withdrawal to the Director-General of the Organization who shall immediately inform all the Members of the | <u>Article 29:</u> 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 FAO who shall immediately inform all the Contracting Parties and the Members of the FAO of such withdrawal. Notice of withdrawal shall become effective three months from the date of its receipt by the Director-General of the FAO. |

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| | <p>Commission 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.</p> <p>2. A Member of the Commission 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 Member 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 Member of the Commission is responsible, with the exception of Associate Members.</p> <p>3. Any Member of the Commission 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 Member concerned is responsible, except that such withdrawal shall not be deemed to apply to an Associate Member.</p> | <p>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.</p> <p>3. Any Contracting Party that gives notice of withdrawal from the FAO 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.</p> |
| Termination | <p><u>ARTICLE XVIII:</u></p> <p>This Agreement shall be automatically terminated if and when, as the result of withdrawals, the number of Members of the Commission drops below five, unless the remaining Members unanimously decide otherwise.</p> | <p><u>Article 30:</u></p> <p>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.</p> |
| Certification and registration | <p><u>ARTICLE XIX:</u></p> <p>The text of this Agreement was originally formulated at Rome on the 24th day of September one thousand nine</p> | <p><u>Article 36:</u></p> <p>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</p> |

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| | <p>hundred and forty-nine in the French language. Two copies in the English, French and Spanish languages of this Agreement and of any amendments to this Agreement shall be certified by the Chairman 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 nations of the Organization that are or may become parties to this Agreement.</p> | <p>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 FAO. One of these copies shall be deposited in the archives of the FAO. 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 FAO and to such non-member nations of the FAO that are or may become Contracting Parties to this Agreement.</p> |