
**AGREEMENT FOR THE ESTABLISHMENT OF THE INTERGOVERNMENTAL
ORGANIZATION FOR MARKETING INFORMATION AND TECHNICAL ADVISORY
SERVICES FOR FISHERY PRODUCTS IN THE ASIA AND PACIFIC REGION**

**(INFOFISH) FINAL ACT OF THE CONFERENCE OF PLENIPOTENTIARIES ON THE
ADOPTION OF AN AGREEMENT ON THE ESTABLISHMENT OF INFOFISH**

Kuala Lumpur, Malaysia, 9-13 December 1985

1. As a concrete step towards carrying out the objectives, strategies and programmes of action adopted by the World Conference of Fisheries Management and Development convened by the Food and Agriculture Organization of the United Nations in Rome from 27 June to 6 July 1984, the Director-General of the said Organization, following a recommendation made by a Consultation of Legal Experts (Kuala Lumpur, September 1984) convened a Conference of Plenipotentiaries with a view to the adoption of an Agreement for the Establishment of the Intergovernmental Organization for Marketing Information and Technical Advisory Services for Fishery Products in the Asia and Pacific Region (INFOFISH).
2. The Conference of Plenipotentiaries on the Adoption of an Agreement on the Establishment of INFOFISH was held in Kuala Lumpur, Malaysia, from 9 to 13 December 1985.
3. The Governments of the following fourteen states were represented: Australia, Bangladesh, Democratic People's Republic of Korea, France, India, Indonesia, Korea (Republic of), Malaysia, Maldives, New Zealand, Solomon Islands, Sri Lanka, Thailand and Tonga.
4. The Government of Norway participated in an observer capacity.
5. The United Nations Development Programme was represented in an observer capacity.
6. In his capacity as Secretary-General of the Conference, the Director-General of the Food and Agriculture Organization of the United Nations was represented by Mr. Wolfgang Krone, Director of the Fishery Industries Division, Fisheries Department.
7. The Conference elected Mr. T.K.A. Nair (India) as President and the representatives of Malaysia and Tonga as Vice-Presidents.
8. The Conference set up a Credentials Committee composed of Australia, Bangladesh and France.
9. The Agreement referred to in the first paragraph of this Final Act was discussed in detail and was adopted by the Conference. The Agreement was opened for signature on 13 December 1985 and is attached to this Final Act.

IN WITNESS WHEREOF the representatives whose names appear hereunder have signed the Final Act:

For AUSTRALIA: R. M. Peek

For BANGLADESH: Sirajul Haque

For THE DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA : Ho Ryong Gil

For FRANCE: P. Piotet

For INDIA: T.K.A. Nair

For INDONESIA: Trenggono

For THE REPUBLIC OF KOREA: D.K. Park

For MALAYSIA: Shaya'a Haji Othman

For MALDIVES: Hasen Didi

For NEW ZEALAND: T. Caughley

For SOLOMON ISLANDS: D. H. Gibson

For SRI LANKA: G. S. Munasinghe

For THAILAND: Thakur Phanit

For TONGA: S. Fakahau

DONE AT KUALA LUMPUR this thirteenth day of December 1985 in a single copy in the English and French languages, both texts being equally authentic. The original texts shall be deposited in the archives of the Food and Agriculture Organization of the United Nations.

ANNEX TO FINAL ACT

AGREEMENT FOR THE ESTABLISHMENT OF THE INTERGOVERNMENTAL ORGANIZATION FOR MARKETING INFORMATION AND TECHNICAL ADVISORY SERVICES FOR FISHERY PRODUCTS IN THE ASIA AND PACIFIC REGION (INFOFISH)

(as amended by the Governing Council of INFOFISH at its Tenth Session held in Kuala Lumpur, Malaysia from 12 to 15 December 1995)

The Contracting Parties,

Conscious of the paramount importance of fisheries as an essential sector of their national development;

Recognizing that most of the countries in the Asia and Pacific region would benefit greatly from the development of their fisheries which may partly depend on the establishment of international market information and technical advisory services for fishery products, since this would lead to a more balanced supply situation on the markets, promote a more regular pattern of prices and encourage the best use to be made of fishery resources;

Realizing that the promotion and success of such services can be facilitated through regional cooperation;

Considering that the said cooperation can best be achieved through the establishment of an intergovernmental organization carrying out its activities in collaboration with countries, organizations and commissions that may be able to provide financial and technical support;

Have agreed as follows:

ARTICLE 1

Establishment

The Contracting Parties hereby establish the Intergovernmental Organization for Marketing Information and Technical Advisory Services for Fishery Products in the Asia and Pacific region (hereinafter referred to as "INFOFISH") with the objectives and functions set out below.

ARTICLE 2

Definitions

For the purpose of this Agreement:

"Members" means the Member States as well as the Associate Members.

"Fishery products" means all aquatic animals and plants and products derived therefrom. Endangered species falling under the Convention on International Trade in Endangered Species of Wild Fauna and Flora adopted in Washington in 1973, as amended, are excluded. Cetacean species which are not covered by the said Convention shall not be included within the services provided by INFOFISH.

"Host State" means the State in which the seat of INFOFISH is situated.

"Marketing information" means data and other information on distribution, transport and sale on local and international markets, on marketing opportunities and on the overall process of product development and promotion including advertising, public relations and other services.

"Region" (or "regional") shall mean the Asia and Pacific Region.

ARTICLE 3

Objectives

The objectives of INFOFISH shall be:

- (a) to enable the fisheries of the Region to develop in accordance with current and future market demand and to take full advantage of the potential offered by their fishery resources;
- (b) to contribute to the upgrading and modernization of fisheries of the Region;
- (c) to contribute to more balanced supplies of fishery products in the Region;
- (d) to make the best use of export opportunities within and outside the Region; and
- (e) to promote technical and economic cooperation among its Members in this sector.

ARTICLE 4

Functions

For the achievement of its objectives, INFOFISH shall:

- (a) provide to its Members marketing information on fishery products, including sales opportunities and supply prospects within and outside the Region;
- (b) advise on technological developments, product specifications, processing methods and quality standards in accordance with market requirements;
- (c) assist in developing new products and marketing opportunities for fishery resources that are not fully utilized for human consumption;
- (d) assist in the planning and implementation of national fish market information and research activities in the Region;
- (e) train staff in governments and institutions of Member States as well as personnel of Associate Members, in marketing development and strengthen national institutions involved in this field.

ARTICLE 5

Seat

1. The seat of INFOFISH shall be determined by the Governing Council.
2. The Governing Council may, whenever necessary, establish subregional offices.

ARTICLE 6

Membership

1. There shall be two categories of membership in INFOFISH: Member States and Associate Members.
2. The Member States shall be the States in the Asia and Pacific region, in particular those listed in the Annex to this Agreement, which have ratified the Agreement or have acceded thereto as well as the States authorized by the Governing Council to accede to the Agreement in accordance with paragraph 4 of this Article.
3. The original Member States of INFOFISH shall be the States in the Asia and Pacific region, which attended as full participants the Conference of Plenipotentiaries at which the present Agreement was adopted, and have ratified the Agreement or have acceded thereto.
4. The Governing Council of INFOFISH may, by a threequarters majority of all its members, the combined fish export value of which constitutes not less than fifty percent of the total fish export value of all Member States of INFOFISH, authorize any State not referred to in paragraph 2 above, which has submitted an application for membership, to accede to the Agreement as in force at the time of accession, in accordance with Article 16, paragraph 3. The fish export value shall be based on the most recent fish trade statistics published in the FAO Commodity Yearbook.
5. The Governing Council of INFOFISH may, by a three-quarters majority of the Member States present, admit as Associate Member of the Organization any private legal entity from Member States as well as from non-member States, directly or indirectly involved in the fishery industry sector that has submitted an application for membership.

ARTICLE 7

The Governing Council

1. INFOFISH shall have a Governing Council consisting of all Member States. Each Member State shall be represented by one delegate, who may be assisted by technical experts and advisers. As provided for in Article 11, paragraph 3 representatives of Associate Members will attend the Governing Council sessions as observers.
2. The Governing Council shall hold a regular session annually at such time and place as it shall determine.
3. The Governing Council may hold special sessions if it so decides or at the request of one third of the Member States.
4. The Governing Council shall elect its Chairman and other officers.
5. The Governing Council shall adopt its own Rules of Procedure, by a threequarters majority of the votes cast.
6. Each Member State shall have one vote while the Associate Members will only have the right to voice. Except as otherwise expressly provided in this Agreement, all decisions of the Governing Council shall be taken by a majority of the votes cast. A majority of the Members shall constitute a quorum.

ARTICLE 8

Functions of the Governing Council

1. The Functions of the Governing Council shall be:

- (a) to determine the policy of INFOFISH and approve its programme of work and its budget, giving due consideration to the conclusions and recommendations of the Technical and Advisory Board referred to in Article 10;
- (b) to determine the annual contributions and the annual fees to be paid by the Members as provided in Article 13;
- (c) decide on the admission of Member States in accordance with Articles 6 paragraph 4 and 16 paragraph 3 and on the admission of Associate Members in accordance with Article 6 paragraph 5;
- (d) to define, when necessary, the specific rights and obligations of the Associate Members or the benefits to be granted to them;
- (e) to establish special funds for the development of new programmes and projects;
- (f) to lay down general standards and guidelines for the management of INFOFISH, including for the fees to be paid for its services;
- (g) to review the work and activities of INFOFISH and the audited accounts, and give guidance to the Director of INFOFISH on the implementation of its decisions;
- (h) to adopt the Financial Regulations;
- (i) to elect its Chairman, appoint the Director of INFOFISH and, if necessary, a Deputy Director;
- (j) to adopt rules governing the settlement of disputes, referred to in Article 19;
- (k) to approve formal arrangements with other organizations or commissions and with governments, including any headquarters agreement concluded between INFOFISH and the Host State;
- (l) to adopt the Staff Regulations which fix the general conditions of employment of the staff; and
- (m) to perform all other functions that have been entrusted to it by this Agreement or that are ancillary to the accomplishment of the approved activities of INFOFISH.

2. The Governing Council may delegate specified functions falling under paragraph 1(m) above, to the Technical and Advisory Board.

ARTICLE 9

Observers

Nonmember States, organizations and commissions that are able to make a significant contribution to the activities of INFOFISH may, in accordance with the Rules of Procedure adopted under Article 7, paragraph 5, be invited to be represented at sessions of the Governing Council as observers.

ARTICLE 10

Technical and Advisory Board

1. The Governing Council shall establish a Technical and Advisory Board composed of one representative designated by each Member State of INFOFISH. Associate Members shall be represented in the Technical and Advisory Board, as observers, in the conditions provided in Article 11.

2. The representatives designated on the Technical and Advisory Board shall be competent individuals or entities, public or private, known for their expertise or their close involvement in the technical, marketing and trade aspects of fishery products.

3. The Technical and Advisory Board shall meet at least once a year and at any time at the request of the Governing Council.

4. The Technical and Advisory Board shall advise the Governing Council on all technical and economic aspects of INFOFISH activities.

5. The Technical and Advisory Board shall carry out any other functions delegated to it by the Governing Council pursuant to Article 8, paragraph 2.

6. At each session, the Technical and Advisory Board shall adopt a report, which shall be submitted to the Governing Council.

ARTICLE 11

Associate Members' General Meetings

1. INFOFISH Associate Members shall hold a general meeting annually, immediately before each regular session of the Technical and Advisory Board, to consult themselves on the activities of the Organization.

2. At the end of each general meeting the Associate Members shall adopt a report which may contain recommendations. The report will be submitted to the Governing Council for consideration through the Technical and Advisory Board.

3. Every two years the Associate members' General Meeting, shall designate three Associate Members to attend as observers the Governing Council and the Technical and Advisory Board sessions. The mandate of the observers is renewable.

ARTICLE 12

The Director and Staff

1. INFOFISH shall have a Director appointed by the Governing Council on such conditions as it may determine.

2. The Director shall be the legal representative of INFOFISH. He shall direct the work of INFOFISH under the guidance of the Governing Council, in accordance with its policy and decisions.

3. The Director shall submit to the Governing Council at each regular session:

(a) a report on the work of INFOFISH, as well as the audited accounts; and

(b) a draft programme of work of INFOFISH and a draft budget.

4. The Director shall prepare and organize the sessions of the Governing Council, the Technical and Advisory Board, and all other meetings of INFOFISH. He shall provide the secretariat for such meetings and attend them.

5. The Director, if he deems fit, may propose to the Governing Council that a Deputy Director be appointed who would have the powers and duties entrusted to the Director under this Agreement, if and for so long as the Director were unable to perform his duties.

6. Staff members shall be appointed by the Director in accordance with the policy, general standards and guidelines laid down by the Governing Council and in accordance with the Staff Regulations.

ARTICLE 13

Finances

1. The financial resources of INFOFISH shall be:

- (a) the annual contributions of the Member States and the annual fees to be paid by the Associate Members;
- (b) the revenue obtained from the provision of services against payment, which include: subscriptions to INFOFISH publications, sales of information, paid advertisements in INFOFISH publications and consultant fees for its technical services;
- (c) donations, provided that acceptance of such donations is compatible with the objectives of INFOFISH; and
- (d) such other resources as are approved by the Governing Council and compatible with the objectives of INFOFISH.

2. Member States undertake to pay annual contributions in freely convertible currencies to the regular budget of INFOFISH. There shall be for each Member a minimum contribution determined by the Governing Council. The Governing Council shall establish a scale of contributions, approved by unanimous vote, and taking account of GNP per capita, total fish exports value and fish exports as a percentage of total exports of each Member. At each regular session, the Governing Council shall, by a majority of threequarters of all its Members, the combined fish export value of which constitutes not less than fifty percent of the total fish export value of all Member States of INFOFISH, determine the regular budget for the following year.

3. Associate Members pay an annual fee determined according to a scale to be established by the Governing Council.

4. INFOFISH shall be operated having regard to generally accepted commercial principles. To this end, INFOFISH shall charge for the services it grants at rates set by the Governing Council with a view to the revenue thus derived covering the operating costs and administrative expenses of INFOFISH, and replacement of operating assets.

5. A Member State which is in arrears in the payment of its financial contributions to INFOFISH shall have no vote in the Governing Council and shall cease to be represented on the Technical and Advisory Board if the amount of its arrears equals or exceeds the amount of the contributions due from it for the two preceding calendar years. The Governing Council may, nevertheless, permit such a Member to vote if it is satisfied that the failure to pay is due to conditions beyond the control of the Member. An Associate Member in arrears in the payment of its fee for two consecutive years loses all its membership rights except as otherwise decided by the Governing Council.

ARTICLE 14

Legal Status, Privileges and Immunities

1. INFOFISH shall possess juridical personality and such legal capacity as may be necessary for the fulfilment of the Organization's objectives and for the exercise of its functions.

2. The representatives of Member States and the Director and staff of INFOFISH shall be accorded the privileges and immunities necessary for the independent exercise of their functions with the Organization.

3. Each Member State shall accord the status, privileges and immunities referred to above in the following manner:

- (a) In the territory of each Member State which has acceded to the Convention on the Privileges and Immunities of the Specialized Agencies in respect of FAO, those which are stipulated therein, *mutatis mutandis*;
- (b) In the territory of each Member State which has not acceded to the above Convention in respect of FAO but which has acceded to the Convention on the Privileges and Immunities of the United

Nations, those which are stipulated therein, *mutatis mutandis*, unless that Member State notifies the DirectorGeneral of FAO at the time of the deposit of its instrument of ratification or accession that it will not apply the said Convention in which case that Member shall, within six months thereafter, conclude an agreement with INFOFISH granting a status and privileges and immunities comparable to those provided for in the said Convention;

(c) If a Member has not acceded to either of the above Conventions it shall, within six months of the deposit of its instrument of ratification or accession, conclude an agreement with INFOFISH granting a status and privileges and immunities comparable to those provided for in the said Conventions.

4. Privileges and immunities are accorded to the representatives of Member States and the Director and staff of INFOFISH not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the Organization. Consequently, a Member or the Director, as the case may be, not only has the right but is under a duty to waive the immunity of its representatives or of a staff member in any case where, in the opinion of the Member or of the Director, the immunity would impede the course of justice, and where it can be waived without prejudice to the purpose for which the immunity is accorded. If the Member sending the representative or the Director, as the case may be, does not waive the immunity of the representative or the staff member, the Member or the Director shall make the strongest efforts to achieve an equitable solution of the matter.

5. INFOFISH shall conclude a headquarters agreement with the Host State, and may conclude agreements with other States in which offices of the Organization may be located, specifying the privileges and immunities and facilities to be enjoyed by the Organization to enable it to fulfil its objectives and to perform its functions.

ARTICLE 15

Cooperation with Other Organizations

and Commissions

1. The Contracting Parties agree that there should be a working relationship between INFOFISH and the Food and Agriculture Organization of the United Nations. To this end INFOFISH shall enter into negotiations with the Food and Agriculture Organization of the United Nations with a view to concluding an agreement pursuant to Article XIII of the Constitution of the Organization. Such agreement should provide, *inter alia*, for the DirectorGeneral of the Food and Agriculture Organization of the United Nations to appoint a Representative who would participate in all meetings of INFOFISH, but without the right to vote.

2. The Contracting Parties agree that there should be cooperation between INFOFISH and other international fisheries commissions and other organizations which might contribute to the work and further the objectives of INFOFISH. INFOFISH may enter into agreements with such commissions and organizations. Such agreements may include, if appropriate, provision for participation by such organizations in activities of INFOFISH.

ARTICLE 16

Signature, Ratification, Accession, Entry into Force

and Admission

1. This Agreement shall be open for signature by the States in the Asia and Pacific region, in particular those listed in Annex, in Kuala Lumpur, on 13 December 1985, and thereafter, at the Headquarters of the Food and Agriculture Organization of the United Nations (FAO) in Rome until 30 June 1986. Such States that have signed the Agreement may become a party thereto by depositing an instrument of ratification. Such States that have not signed the Agreement may become a party thereto by depositing an instrument of accession.

2. Instruments of ratification or accession shall be deposited with the DirectorGeneral of FAO, who shall be the Depositary of the present Agreement.

3. Subject to Article 6, paragraph 4 of the present Agreement, and at any time after the entry into force of this Agreement, any State not referred to in paragraph 1 above may apply to the DirectorGeneral of FAO to become a member of INFOFISH. The DirectorGeneral of FAO shall inform Member States of such application. The Governing Council shall then decide on the application in accordance with Article 6, and if a favourable decision is made, invite the State concerned to accede to INFOFISH. The State shall lodge its instrument of accession, whereby it consents to be bound by the provisions of this Agreement as from the date of its admission, with the DirectorGeneral, within ninety days of the date of the invitation by the Governing Council.

4. This Agreement shall enter into force, with respect to all States that have ratified it or acceded thereto, on the date when instruments of ratification or accession have been deposited by the Governments of at least five States listed in Annex.

ARTICLE 17

Amendment

1. The Governing Council may amend this Agreement by a three-quarters majority of all its Member States, provided that the combined fish export value of the majority constitutes not less than fifty percent of the total fish export value of all Member States of INFOFISH. Amendments shall take effect, with respect to all Contracting Parties, on the thirtieth day after their adoption by the Governing Council, except for any Contracting Party which gives notice of withdrawal within thirty days of the adoption of such amendment, subject to Article 18, paragraph 1.

2. Proposals for the amendment of this Agreement may be made either by the Technical and Advisory Board or by a Member State in a communication to the Depositary, who shall promptly notify the proposal to all Members and to the Director of INFOFISH.

3. No proposal for amendment shall be considered by the Governing Council unless it was received by the Depositary at least one hundred and twenty days before the opening day of the session at which it is to be considered.

ARTICLE 18

Withdrawal and Dissolution

1. At any time after the expiration of three years from the date when it became a party to this Agreement, any Member State may give notice of its withdrawal from INFOFISH to the Depositary. Such withdrawal shall take effect twelve months after the notice thereof was received by the Depositary or at any later date specified in the notice, provided, however, that any obligation incurred by the Member State visàvis INFOFISH shall remain valid and enforceable.

2. INFOFISH shall cease to exist at any time decided by the Governing Council by a three-quarters majority of all its Member States. Any assets remaining after the land, buildings and fixtures have been disposed of, after the balance of any donated funds that have not been used has been returned to the respective donors, and after all obligations have been met, shall be distributed among the States and Associate Members which were Members of INFOFISH at the time of the dissolution, in proportion to the contributions or fees that they paid, in accordance with Article 13, paragraphs 2 and 3, for the year preceding the year of the dissolution.

ARTICLE 19

Interpretation and Settlement of Disputes

1. Any dispute concerning the interpretation or application of this Agreement which cannot be settled by

negotiation, conciliation or similar means may be referred by any party to the dispute to the Governing Council for its recommendation. Failing settlement of the dispute, the matter shall be submitted to an arbitral tribunal consisting of three arbitrators. The parties to the dispute shall appoint one arbitrator each; the two arbitrators so appointed shall designate by mutual consent the third arbitrator, who shall be the President of the tribunal. If one of the parties does not appoint an arbitrator within two months of the appointment of the first arbitrator, or if the President of the arbitral tribunal has not been designated within two months of the appointment of the second arbitrator, the Chairman of the Governing Council shall designate him within a further twomonth period.

2. A Member which fails to abide by an arbitral award rendered in accordance with paragraph 1 of this Article may be suspended from the exercise of the rights and privileges of membership by a threequarters majority of the Governing Council.

ARTICLE 20

Depositary

The DirectorGeneral of FAO shall be the Depositary of this Agreement. The Depositary shall:

- (a) send certified copies of this Agreement to the Governments of the States invited as full participants to the Conference of Plenipotentiaries, and to any other government which so requests;
- (b) arrange for the registration of this Agreement, upon its entry into force, with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations; and
- (c) inform the States invited as full participants to the Conference of Plenipotentiaries and any State that has been admitted to membership of INFOFISH of:
 - (i) the signature of this Agreement and the deposit of instruments of ratification or accession in accordance with Article 16;
 - (ii) the date of entry into force of this Agreement in accordance with Article 16, paragraph 4;
 - (iii) notification of the desire of a State to be admitted to membership of INFOFISH, and admissions, in accordance with Article 6;
 - (iv) proposals for the amendment of this Agreement, and the adoption of amendments, in accordance with Article 17; and
 - (v) notices of withdrawal from INFOFISH in accordance with Article 18;
- (d) convene the first session of the Governing Council of INFOFISH within six months after the entry into force of this Agreement, in accordance with Article 16, paragraph 4.

ARTICLE 21

Annex

The Annex shall constitute an integral part of this Agreement.

ANNEX TO THE AGREEMENT

LIST OF COUNTRIES INVITED TO THE CONFERENCE OF PLENIPOTENTIARIES

(Article 6, paragraph 2)

Afghanistan
Australia
Bangladesh
Bhutan
Brunei
Burma
China
Cook Islands
Democratic Kampuchea
Democratic People's Republic of Korea
Fiji
France
India
Indonesia
Japan
Kiribati
Korea (Republic of)
Lao People's Democratic Republic
Malaysia
Maldives
Nauru
New Zealand
Nepal
Pakistan
Papua New Guinea
Philippines
Samoa
Singapore
Solomon Islands
Sri Lanka
Thailand

Tonga

Tulavu

United Kingdom

United States of America

Vanuatu

Vietnam

DONE AT KUALA LUMPUR on 13 December 1985, in a single copy in the English and French languages, both texts being equally authentic, which shall be deposited in the archives of the Food and Agriculture Organization of the United Nations.

For AFGHANISTAN

For AUSTRALIA

For BANGLADESH

For BHUTAN

For BRUNEI

For BURMA

For CHINA

For COOK ISLANDS

For DEMOCRATIC KAMPUCHEA

For DEMOCRATIC PEOPLE'S REP. OF KOREA

For FIJI

For FRANCE

For INDIA

For INDONESIA

For JAPAN

For KIRIBATI

For REPUBLIC OF KOREA

For LAO PEOPLE'S DEMOCRATIC REPUBLIC

For MALAYSIA

For MALDIVES

For NAURU

For NEW ZEALAND

For NEPAL

For PAKISTAN

For PAPUA NEW GUINEA

For PHILIPPINES

For SAMOA

For SINGAPORE

For SOLOMON ISLANDS

For SRI LANKA

For THAILAND

For TONGA

For TUVALU

For UNITED KINGDOM

For UNITED STATES OF AMERICA

For VANUATU

For VIETNAM
