## AGREEMENT FOR THE ESTABLISHMENT OF THE INTERNATIONAL ORGANISATION FOR THE DEVELOPMENT OF FISHERIES AND AQUACULTURE

### EUROPE (EUROFISH)

#### FINAL ACT

- 1. In response to a request expressed by the Technical Consultation of the FAO EASTFISH Project at its third Session, in Copenhagen on 26 and 27 April 1999, and following a recommendation made by a Legal Consultation held in Prague, Czech Republic, on 13 and 14 October 1999, the Director-General of the Food and Agriculture Organization of the United Nations (FAO) called for a Conference of Plenipotentiaries to consider, with a view to its adoption, a draft Agreement for the Establishment of the International Organisation for the Development of Fisheries in Eastern and Central Europe (EUROFISH).
- 2. The Conference of Plenipotentiaries took place in Copenhagen, Denmark, at the United Nations Centre, on 23 May 2000 at the invitation of the Food and Agriculture Organisation of the United Nations.
- 3. The Governments of the following States were represented:
  - Albania, Bosnia-Herzegovina, Bulgaria, Croatia, Denmark, Estonia, Hungary, Iceland, Ireland, Latvia, Lithuania, Norway, Poland, Romania, Slovenia and Turkey.
- 4. The Governments of the following States were represented by observers:
  - Austria, Finland, Germany, Italy, The Netherlands, Russia, Slovakia and Sweden.
- 5. The Commission of the European Communities was represented by an observer.
- 6. Mr. Morten Lautrup-Larsen, addressed the Conference at its inaugural ceremony.
- 7. The Conference of Plenipotentiaries elected Mrs Sally Clink, representative of Denmark, as Chairperson and the representative of Latvia, Mr Normunds Riekstins as Vice-Chairman.
- 8. The Conference of Plenipotentiaries set up a Credentials Committee composed of the three following countries:
  - Estonia, Hungary and Lithuania.

- 9. The Director-General of the Food and Agriculture Organization of the United Nations was represented by Mr. G. Valdimarsson, Director of Fishery Industries Division, Fisheries Department.
- 10. The Draft Agreement referred to in the first paragraph of this Final Act, prepared by the Secretariat of FAO, was discussed in detail and adopted by the Conference of Plenipotentiaries, as reproduced in the Annex to this Final Act. The Agreement was opened for signature on 23 May 2000.

For Albania: Roland Kristo For Andorra For Armenia For Austria For Azerbaijan For Belarus For Belgium For Bosnia and Herzegovina: Hasan Dervišbegovic For Bulgaria For Croatia: Andra Javor

IN WITNESS WHEREOF the duly authorized representatives of the States whose names

appear hereunder have signed this Final Act.

| For Cyprus                |
|---------------------------|
| For The Czech Republic    |
| For Denmark: Sally Clink  |
| For Estonia: Lauri Vaarja |
| For Finland               |
| For France                |
| For Georgia               |
| For Germany               |
| For Greece                |
| For The Holy See          |
|                           |

| For Hungary: Károly Pintér          |
|-------------------------------------|
| For Iceland                         |
| For Ireland                         |
| For Italy                           |
| For Latvia: Normunds Riekstiņš      |
| For Liechtenstein                   |
| For Lithuania: Vytautas Vaitiekunas |
| For Luxembourg                      |
| For Malta                           |
| For Moldova                         |
|                                     |

| For Monaco                         |
|------------------------------------|
| For The Netherlands                |
| For Norway: Anders Erdal           |
| For Poland                         |
| For Portugal                       |
| For Romania: Dumitri Budescu       |
| For Russia                         |
| For San Marino                     |
| For Slovakia                       |
| For Slovenia: Maksimilijan Mohoric |
|                                    |

| For Spain                                     |
|---|
| For Sweden                                    |
| For Switzerland                               |
| For The Former Yugoslav Republic of Macedonia |
| For Turkey                                    |
| For Ukraine                                   |
| For The United Kingdom                        |
| For Yugoslavia (Serbia and Montenegro)        |
|   |

# AGREEMENT FOR THE ESTABLISHMENT OF THE INTERNATIONAL ORGANISATION FOR THE DEVELOPMENT OF FISHERIES AND AQUACULTURE IN EUROPE (EUROFISH)

The Contracting Parties,

<u>Conscious</u> of the importance of fisheries as an essential sector of their national development and their contribution towards food security;

**Attaching** importance to the sustainable development of fisheries and aquaculture;

**Recognising** that most of the countries in Europe 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;

**Recognising also** the need for the countries in Europe to be assisted in developing their fisheries industry and in strengthening the investments capacity especially of the private sector;

**<u>Realising</u>** that the promotion and success of such services can be facilitated through regional cooperation;

<u>Considering</u> that the said co-operation can be achieved through the establishment of an international organisation bringing together countries in transition and developed countries and carrying out its activities with countries, organisations and institutions;

<u>Considering further</u> that such an organisation could constitute a forum for the countries concerned to initiate post-harvest fisheries and aquaculture activities as well as common actions in the fields of investment and development, trade and market promotion.

Have agreed as follows:

#### **ESTABLISHMENT**

The Contracting Parties hereby establish the International Organisation for the Development of Fisheries and Aquaculture in Europe (hereinafter referred to as "EUROFISH") with the objectives and functions set out below.

#### **Article 2**

#### **DEFINITIONS**

For the purpose of this Agreement:

"Members" means the Member States and the Member Organisations of EUROFISH.

"Fisheries" comprises all activities related to fish, including aquaculture.

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

"Host State" means the State in which the seat of EUROFISH 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") means Europe.

"Europe" (or "European") refers to the whole European continent.

#### **Article 3**

#### **OBJECTIVES**

The objectives of EUROFISH shall be:

(a) to provide information on fish marketing and contribute to trade promotion;

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- (b) to contribute to the development of the fisheries of the Region in accordance with current and future market demand and to take full advantage of the potential offered by their fishery resources;
- (c) to promote private-sector investments and partnership arrangements in fisheries and

- aquaculture;
- (d) to provide technical assistance for infrastructure and human capacity development projects;
- (e) to provide assistance and guidance in the preparation of projects, feasibility studies and business plans;
- (f) to play a role in the co-ordination of donor initiatives in the Region;
- (g) to contribute to the upgrading and modernisation of fisheries in the Region;
- (h) to contribute to more balanced supplies of fishery products in the Region;
- (i) to make the best use of export opportunities within and outside the Region;
- (j) to promote technical and economic co-operation among its Members in the fisheries sector.

#### **FUNCTIONS**

For the achievement of its objectives, EUROFISH shall:

- (a) provide its Members with marketing information on fishery products, including sales opportunities and supply prospects within and outside the Region;
- (b) advise its Members on technological developments, product specifications, processing methods and quality standards in accordance with market requirements;
- (c) assist its Members in developing new products and marketing opportunities for fishery resources that are not fully utilised for human consumption;
- (d) assist its Members 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, in marketing development and strengthen national institutions involved in this field;
- (f) provide technical assistance for the identification of investment opportunities.

#### **SEAT**

- 1. The headquarters of EUROFISH shall be in Copenhagen, Denmark. At any time, the Governing Council may decide to transfer the seat of the Organisation to another city or another country of the Region. Decisions regarding the transfer of the EUROFISH seat require a two-thirds majority of the Organisation's Members.
- 2. The Governing Council may, whenever necessary, establish sub-regional offices.

#### Article 6

#### **MEMBERSHIP**

- 1. EUROFISH Members shall be the States in Europe which have signed the Agreement at a ministerial level or have ratified it or have acceded to it, as well as the States outside Europe which have been authorised by the Governing Council to accede to the Agreement in accordance with paragraph 2 of this Article.
- 2. The Governing Council of EUROFISH may, by a two-thirds majority of all its Members, authorise any State outside the Europe, which has submitted an application for membership, to accede to the Agreement as in force at the time of accession, in accordance with Article 14, paragraph 5.
- 3. Regional economic integration organisations constituted by European States of which any of them has transferred to it competence over matters within the purview of this Agreement, may become a Member of EUROFISH by acceding to the Agreement.
- 4. Upon the deposit of its instrument of accession any organisation referred to in paragraph 3 above shall be a Contracting Party to the present Agreement having the same rights and obligations in respect of the provisions of the Agreement as the other Contracting Parties.

#### Article 7

#### THE GOVERNING COUNCIL

- 1. EUROFISH shall have a Governing Council composed of all Members. Each Member shall be represented by one delegate, who may be assisted by technical experts and advisers.
- 2. Subject to paragraph 3 below, each Member shall have one vote. Decisions of the Governing Council 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 Governing Council shall constitute a quorum. However, as far as possible, decisions of the Governing Council will be taken by

consensus.

- 3. A Regional Economic Integration Organisation that is a Member of EUROFISH shall be entitled to exercise in any meeting of the Governing Council or of any subsidiary body of the Organisation a number of votes equal to the number of its Member States that are entitled to vote in such meeting.
- 4. A Regional Economic Integration Organisation that is a Member of the Organisation shall exercise its membership rights on an alternative basis with its Member States that are Members of the Organisation in the areas of their respective competence. Whenever a Regional Economic Integration Organisation that is a Member of EUROFISH exercises its right to vote, its Member States shall not exercise theirs, and conversely.
- 5. Any Member of EUROFISH may request a Regional Economic Integration Organisation that is a Member of the Organisation or its Member States that are Members of EUROFISH to provide information as to which, as between the Member Organisation and its Member States, has competence in respect of any specific question. The Regional Economic Integration Organisation or the Member States concerned shall provide this information on such request.
- 6. Before any meeting of the Governing Council or a subsidiary body of the Governing Council, a Regional Economic Integration Organisation that is a Member of EUROFISH, or its Member States that are Members of the Organisation, shall indicate which, as between the Regional Economic Integration Organisation and its Member States, has competence in respect to any specific question to be considered in the meeting and which, as between the Regional Economic Integration Organisation and its Member States, shall exercise the right to vote in respect of each particular agenda item. Nothing in this paragraph shall prevent a Regional Economic Integration Organisation that is a Member of EUROFISH or its Member States that are Members of the Organisation from making a single declaration for the purpose of this paragraph, which declaration shall remain in force for questions and agenda items to be considered at all subsequent meetings subject to such exceptions or modifications as may be indicated before any individual meeting.
- 7. In cases where an agenda item covers both matters in respect of which competence has been transferred to the Regional Economic Integration Organisation and matters which lie within the competence of its Member States, both the Regional Economic Integration Organisation and its Member States may participate in the discussions. In such cases, the meeting, in arriving at its decisions, shall take into account only the intervention of the Member which has the right to vote.
- 8. For the purpose of determining a quorum of any meeting of the Organisation, the delegation of a Regional Economic Integration Organisation that is a Member of EUROFISH shall be counted to the extent that it is entitled to vote in the meeting in respect of which the quorum is sought.
- 9. The Governing Council shall hold a regular session annually at such time and place as it shall determine.
- 10. The Governing Council may hold extraordinary sessions if it so decides or at the request of one third of its members.

- 11. The Governing Council shall elect its Chairman and other officers.
- 12. The Governing Council shall adopt its own Rules of Procedure.

#### FUNCTIONS OF THE GOVERNING COUNCIL

The Functions of the Governing Council shall be:

- (a) to discuss and approve the programme of work and the budget of EUROFISH, in conformity with Articles 3 and 4 above;
- (b) to determine the annual contributions to be paid by the Members as provided for in Article 11;
- (c) to decide on the admission of Members in accordance with Article 6, paragraph 2 and Article 14, paragraph 3;
- (d) to establish such committees or working groups as may be required for the achievement of the objectives of EUROFISH;
- (e) to adopt and amend, by a three-quarters majority of the votes cast, its own Rules of Procedure as well as those of the committees or working groups as applicable;
- (f) to establish special funds as may be required for the development of new programmes and projects;
- (g) to lay down general standards and guidelines for the management of EUROFISH, including the contracts which can be concluded with private entities for the provision of technical assistance and information and for the fees to be paid for EUROFISH services;
- (h) to monitor the work and activities of EUROFISH and the audited accounts, to evaluate the efficiency of EUROFISH activities and to give guidance to the Director of EUROFISH on the implementation of its decisions;
- (i) to adopt and amend, by a three-quarters majority of the votes cast, the Financial Regulations of the Organisation and appoint the External Auditor;
- (j) to appoint the Director of EUROFISH and, if necessary, a Deputy Director;
- (k) to adopt, by a three-quarters majority of the votes cast, the Rules relating to the appointment of the Director and of the Deputy Director of EUROFISH;
- (l) to adopt rules governing the settlement of disputes referred to in Article17;
- (m) to approve formal arrangements with other organisations or institutions and with governments, including any headquarters agreement concluded between EUROFISH and the Host State;
- (n) to adopt, by a three-quarters majority of the votes cast, the Staff Regulations which fix the general conditions of employment of the staff; and
- (o) 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 EUROFISH.

#### **OBSERVERS**

Non-Members, organisations and institutions that are able to make a significant contribution to the activities of EUROFISH may, in accordance with the Rules of Procedure adopted under Article 7, paragraph 12, and Article 8(e), be invited to be represented at sessions of the Governing Council as well as to meetings of the committees or working groups as observers.

#### **Article 10**

#### THE DIRECTOR AND STAFF

- 1. EUROFISH 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 EUROFISH. The incumbent shall direct the work of EUROFISH 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 EUROFISH, as well as the audited accounts; and
  - (b) a draft programme of work of EUROFISH and a draft budget.
- 4. The Director shall prepare and organise the sessions of the Governing Council and of the committees and working groups as well as the other meetings convened by EUROFISH. He/she shall provide the secretariat for all meetings and attend them.
- 5. The Director, if he/she 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/her 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 11

#### **FINANCES**

- 1. The financial resources of EUROFISH shall be:
  - (a) the annual contributions of the Members;

- (b) the revenue obtained from the provision of services against payment, which include: consultant fees for its technical services and subscriptions to EUROFISH publications, sales of information, paid advertisements in EUROFISH publications;
- (c) donations, provided that acceptance of such donations is compatible with the objectives of EUROFISH; and
- (d) such other resources as are approved by the Governing Council and compatible with the objectives of EUROFISH.
- 2. Members undertake to pay annual contributions in freely convertible currencies to the regular budget of EUROFISH. 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, taking account of GDP per capita, population, total fish exports value, fish imports value and production outputs. At each regular session, the Governing Council shall, by a majority of three-quarters of all its Members, determine the regular budget for the following year.
- 3. EUROFISH shall be operated having regard to generally accepted commercial principles. To this end, EUROFISH 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 EUROFISH, and replacement of operating assets.
- 4. A Member which is in arrears in the payment of its financial contributions to EUROFISH shall have no vote in the Governing Council if the amount of its arrears equals or exceeds the amount of its due contributions 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.

#### LEGAL STATUS, PRIVILEGES AND IMMUNITIES

- 1. EUROFISH shall possess juridical personality and such legal capacity as may be necessary for the fulfilment of the Organisation's objectives and for the exercise of its functions.
- 2. The representatives of Members and the Director and staff of EUROFISH shall be accorded the privileges and immunities necessary for the independent exercise of their functions with the Organisation.
- 3. Each Member shall accord the status, privileges and immunities referred to above in the following manner:
  - (a) In the territory of each Member which has acceded to the Convention on the Privileges and Immunities of the Specialised Agencies in respect of FAO, those which are stipulated therein, mutatis mutandis;
  - (b) In the territory of each Member 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 the Member notifies the Director-General of FAO when signing the Agreement or 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 EUROFISH 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 signature of the Agreement or of the deposit of its instrument of ratification or accession, conclude an agreement with EUROFISH granting a status and privileges and immunities comparable to those provided for in the said conventions.
- Privileges and immunities are accorded to the representatives of Members and the Director 4. and staff of EUROFISH not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the Organisation. Consequently, a Member or the Director, 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 to the matter.
- 5. EUROFISH shall conclude a headquarters agreement with the Host State, and may conclude agreements with other States in which offices of the Organisation may be located, specifying the privileges and immunities and facilities to be enjoyed by the Organisation to enable it to fulfil its objectives and to perform its functions.

#### CO-OPERATION WITH OTHER ORGANISATIONS AND INSTITUTIONS

- 1. The Contracting Parties agree that there should be a working relationship between EUROFISH and the Food and Agriculture Organisation of the United Nations (FAO). To this end EUROFISH shall enter into negotiations with the Food and Agriculture Organisation of the United Nations with a view to concluding an agreement pursuant to Article XIII of the Constitution of the Organisation. Such agreement should provide, inter alia, for the Director-General of FAO to appoint a Representative who would participate in all meetings of EUROFISH, but without the right to vote.
- 2. The Contracting Parties agree that there should be co-operation between EUROFISH and other international and regional fisheries organisations and other institutions which might contribute to the work and further the objectives of EUROFISH. EUROFISH may enter into agreements with such organisations and institutions. Such agreements may include, if appropriate, provision for participation by such organisations or institutions in the activities of EUROFISH.

#### Article 14

#### SIGNATURE, RATIFICATION, ACCESSION, ENTRY INTO FORCE AND ADMISSION

- 1. The European States may become parties to this Agreement by:
  - (a) signature of the Agreement at a ministerial level;
  - (b) signature of the Agreement followed by the deposit of an instrument of ratification; or
  - (c) deposit of an instrument of accession.
- 2. The regional economic integration organisations referred to in Article 6.3 may become parties to this Agreement by deposit of an instrument of accession.
- 3. This Agreement shall be open for signature in Copenhagen, on 23 May 2000, and thereafter, at the Headquarters of the Food and Agriculture Organisation of the United Nations (FAO) in Rome.
- 4. Instruments of ratification or accession shall be deposited with the Director-General of FAO, who shall be the Depositary of the present Agreement.
- 5. Subject to Article 6, paragraph 2 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 Director-General of FAO to become a Member of EUROFISH. The Director-General of FAO shall inform the EUROFISH Members of such application. The Governing Council shall then decide on the application in accordance with Article 6, paragraph 2 and, if a favourable decision is taken, invite the State concerned to accede to the Agreement establishing EUROFISH. The State shall submit to the Director-General, within ninety days

- of the date of the invitation by the Governing Council, its instrument of accession, whereby it consents to be bound by the provisions of this Agreement as from the date of its admission.
- 6. This Agreement shall enter into force, with respect to all States or regional economic integration organisations that have signed it at a ministerial level, ratified it or acceded to it, on the date when at least five European States or regional economic integration organisations have signed it at a ministerial level or have deposited an instrument of ratification or accession.

#### **AMENDMENT**

- 1. The Governing Council may amend this Agreement by a three-quarters majority of all its Members. 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 16, paragraph 1.
- 2. Proposals for the amendment of this Agreement may be made by any Member in a communication to the Depositary, who shall promptly notify all the Members and the Director of EUROFISH of the proposal.
- 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 16

#### 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 may give notice of its withdrawal from EUROFISH 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 vis-à-vis EUROFISH shall remain valid and enforceable.
- 2. EUROFISH shall cease to exist at any time decided by the Governing Council by a three quarters majority of all its Members. 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 Members which were Members of EUROFISH at the time of the dissolution, in proportion to the contributions that they paid, in accordance with Article 11, paragraphs 1(a) and 2, for the year preceding the year of the dissolution.

#### Article 17

#### 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 two-month 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 three-quarters majority of the Governing Council.

#### Article 18

#### **DEPOSITARY**

The Director-General of FAO shall be the Depositary of this Agreement. The Depositary shall:

(a) send certified copies of this Agreement to the European States and regional economic integration organisations which participated in the Conference of Plenipotentiaries which adopted it;

- (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;
- (c) inform those States and regional economic integration organisations which participated in the Conference of Plenipotentiaries and any State that has been admitted to membership of EUROFISH of:
  - (i) the signature of this Agreement and the deposit of instruments of ratification or accession, in accordance with Article 14, paragraphs 1 and 4;
  - (ii) the date of entry into force of this Agreement, in accordance with Article 14, paragraph 5;
  - (iii) notification of the desire of a State to be admitted to membership of EUROFISH, and admissions, in accordance with Article 6, paragraph 2;
  - (iv) proposals for the amendment of this Agreement and the adoption of amendments, in accordance with Article 15;
  - (v) notices of withdrawal from EUROFISH, in accordance with Article 16, paragraph 1;
- (d) convene the first session of the Governing Council of EUROFISH within six months after the entry into force of this Agreement, in accordance with Article 14, paragraph 6.

#### AUTHENTIC TEXTS OF THE AGREEMENT

The English, French and Spanish texts of this Agreement shall be equally authoritative.

**Done in Copenhagen, Denmark**, this Twenty-third Day of May Two thousand, in a single copy in the English, French and Spanish languages.

**IN WITNESS WHEREOF** the duly authorized representatives of the Contracting Parties whose names appear hereunder have signed the present Agreement either at a ministerial level or subject to ratification, in accordance with Article 14.1 of the Agreement.

For Albania: Leontiev Cuci

For Andorra

For Armenia

For Austria

For Azerbaijan

| For Belarus                           |
|---------------------------------------|
| For Belgium                           |
| For Bosnia and Herzegovina            |
| For Bulgaria                          |
| For Croatia                           |
| For Cyprus                            |
| For The Czech Republic                |
| For Denmark: Poul Ottosen             |
| For Estonia: Lauri Vaarja             |
| For Finland                           |
| For France                            |
| For Georgia                           |
| For Germany                           |
| For Greece                            |
| For The Holy See                      |
| For Hungary: Károly Pintér            |
| For Iceland                           |
| For Ireland                           |
| For Italy: Paolo Scarpa Bonazza Buora |
| For Latvia: Normunds Riekstiņš        |
| For Liechtenstein                     |
| For Lithuania                         |
| For Luxembourg                        |
| For Malta                             |
| For Moldova                           |

| For Monaco                                    |
|---|
| For The Netherlands                           |
| For Norway: Geir Grung                        |
| For Poland                                    |
| For Portugal                                  |
| For Romania: Şerban Stati                     |
| For Russia                                    |
| For San Marino                                |
| For Slovakia                                  |
| For Slovenia                                  |
| For Spain                                     |
| For Sweden                                    |
| For Switzerland                               |
| For The Former Yugoslav Republic of Macedonia |
| For Turkey                                    |
| For Ukraine                                   |
| For The United Kingdom                        |
| For Yugoslavia (Serbia and Montenegro)        |
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