



C 93/26
August 1993

conference

FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS - ROME

Twenty-seventh Session

Rome, 6 - 25 November 1993

E

**DRAFT AGREEMENT ON THE FLAGGING OF VESSELS FISHING
ON THE HIGH SEAS TO PROMOTE COMPLIANCE WITH
INTERNATIONALLY AGREED CONSERVATION AND
MANAGEMENT MEASURES**

I. BACKGROUND

1. At its Hundred and Second Session in November 1992 the Council agreed that the issue of fishing vessels reflagging into flags of convenience for the purpose of avoiding compliance with internationally agreed conservation and management measures, while forming part of the issues that would be covered by the proposed Code of Conduct on Responsible Fishing, should be addressed immediately by FAO with a view to finding a solution which could be implemented in the near future. It also agreed that there was a need for an international agreement on this matter and requested that, if possible, a draft text be presented to the Twentieth Session of the Committee on Fisheries.

2. The Committee on Fisheries (COFI), at its Twentieth Session held in March 1993, established an open-ended Working Group to review the draft agreement which had been prepared by the Secretariat with the help of a small informal group of experts invited by FAO. Although substantial progress was made, the Working Group was not able to finalize the text of an agreement. Consequently, the Working Group suggested that the draft agreement as well as comments thereon be further reviewed before being submitted to the Conference.

3. At its Hundred and Third Session in June 1993, the Council decided to establish an open Technical Committee under Rule XXV.10 of the General Rules of the Organization (GRO) to review further the draft agreement and, if possible, reach technical agreement on a final text. The Technical Committee was invited to report the outcome of its discussions to the Council later in its session. In view of the broad potential interest in the draft agreement, the Council decided that, in addition to members of the Council, FAO members that were not members of the Council and observers from non-Member Nations and from interested fisheries management organizations should also be invited to participate freely in the discussions of the Technical Committee.

For reasons of economy this document is produced in a limited number of copies. Delegates and observers are kindly requested to bring it to the meetings and to refrain from asking for additional copies unless strictly indispensable.

4. The revised text of the draft agreement which resulted from the Committee's discussions contained a number of provisions which remained in square brackets. In some cases, these indicated provisions on which delegations had reserved their positions pending consultations with their governments; in others, they indicated provisions on which there was still a difference of opinion on the substance of the provisions. However, the Chairman of the Technical Committee pointed out that substantial progress had been made and that the delegations had come very close to reaching agreement on the entire text.

5. In considering the report of the Technical Committee, the Council stressed that an international agreement on the flagging of fishing vessels operating on the high seas would form an integral part of the Code of Conduct for Responsible Fishing but would not delay progress on the preparation and adoption of the Code of Conduct.

6. The Council decided that it would not be appropriate to discuss the substance of the draft agreement elaborated by the Technical Committee in view of the fact that the Council members had not had time to consult their Governments and the various Ministries concerned on the new text. The Council therefore took note of the report of the Technical Committee and the draft agreement contained therein and requested the Director-General to take the necessary steps to bring the draft agreement before the Twenty-seventh Session of the Conference in November 1993 for its consideration and approval under Article XIV of the Constitution and Rule XXI.1 (GRO). It noted that the draft agreement would be circulated to Members and Associate Members of FAO for comment.

7. In the meantime, the Council saw merit in the continuation of informal consultations among all interested potential parties to the agreement with a view to reaching understanding on the basis for a possible compromise on some of these outstanding points. It was stressed, however, that decisions regarding the text could only be reached within the formal framework of the Governing Bodies of FAO.

8. The Council further decided that the agreement should be referred to the Committee on Constitutional and Legal Matters (CCLM) at its Sixty-first Session in October 1993 to review the formal constitutional and legal aspects thereof. The report of the CCLM on this matter will be submitted to the Hundred and Fourth Session of the Council in November 1993. The views of the CCLM and Council, including possible compromise proposals on the matters remaining in brackets, will be brought to the attention of the Conference.¹

II. TECHNICAL, ADMINISTRATIVE AND FINANCIAL IMPLICATIONS OF THE PROPOSED AGREEMENT

9. The draft Agreement calls for FAO to maintain a record of fishing vessels authorized by the Parties to the Agreement to fish on the high seas, to keep Parties informed of additions to and deletions from the record as well as to provide this information either promptly or periodically as the case may be. In order to undertake this responsibility, it would be necessary to create new data bases in the format required and to install an appropriate communications system. Since FAO currently collects data on fishing vessels and catches on an annual basis, the necessary expertise and infrastructure is in place to undertake the maintenance of such a programme.

¹

These documents will be distributed subsequently as documents in the C 93/LIM series.

10. However, in order to develop the computer programmes and to acquire the communications equipment, additional inputs would be required and these have not been foreseen in the Programme of Work and Budget for the biennium 1994-95.

11. Approximately six months of consultancy services would be required to develop the data bases, design the reporting system and to prepare training/instruction material for use by the Parties. The consultant would be supported on a temporary basis by a data entry clerk. The cost, in the order of US\$70 000, would be non-recurring.

12. A satellite communications system would be acquired to ensure that data could be transferred to and from a dedicated terminal (INMARSAT). This would also require the services of a consultant to develop the reporting system and to incorporate coding procedures to ensure confidentiality. Such costs would be in the order of US\$100 000 and would be non-recurring.

13. To oversee the development of the system, collection of data from Parties as well as assessing the needs of Parties for assistance, the programme would require dedicated staff time in both the professional and general service categories on a full time basis during the first year of operation. This could be achieved through the reallocation of staff time, such as the transfer of one clerical post from the Fisheries Research Information Unit to the Fisheries Data and Statistics Unit, as already proposed in the Programme of Work and Budget 1994/95. Thereafter, the programme would be fully incorporated in the work programme of the Fisheries Information, Data and Statistics Service (FIDI).

14. The draft Agreement also contains provisions for assistance to developing countries to enable them to meet their obligations under the Agreement. It is foreseen that such assistance would extend to the supply of computer hardware, installation of the system, collection of vessel data and, in some cases, legal assistance to align national legislation with the Agreement. Such assistance will have to be funded from extra-budgetary resources.

15. Whereas certain technical backstopping requirements could be covered by the Regular Programme, extra-budgetary funds would be needed to meet the non-recurring cost and the cost of technical assistance to developing countries.

III. DRAFT AGREEMENT

**[DRAFT AGREEMENT ON THE FLAGGING OF VESSELS
FISHING ON THE HIGH SEAS TO PROMOTE
COMPLIANCE WITH INTERNATIONALLY AGREED
CONSERVATION AND MANAGEMENT MEASURES]**

PREAMBLE

(Revised by the Secretariat in light of the comments made at the working group established by COFI, the suggestions from the Technical Committee established by the Council, and informal consultations undertaken by the Secretariat)

The Parties to this Agreement,

Recognizing that all States have the right for their nationals to engage in fishing on the high seas, subject to the relevant rules of international law, as reflected in the United Nations Convention on the Law of the Sea;

Further recognizing that, under international law as reflected in the United Nations Convention on the Law of the Sea, all States have the duty to take, or to cooperate with other States in taking, such measures for their respective nationals as may be necessary for the conservation of the living resources of the high seas;

Acknowledging the right and interest of all States to develop their fishing sectors in accordance with their national policies, and the need to promote cooperation with developing countries to enhance their capabilities to fulfil their obligations under this Agreement;

Recalling that Agenda 21, adopted by the United Nations Conference on Environment and Development, calls upon States to take effective action, consistent with international law, to deter reflagging of vessels by their nationals as a means of avoiding compliance with applicable conservation and management rules for fishing activities on the high seas;

Further recalling the Declaration of Cancun, adopted by the International Conference on Responsible Fishing, also calls upon States to take action in this respect;

Bearing in mind that under Agenda 21, States commit themselves to the conservation and sustainable use of marine living resources on the high seas;

Calling upon States which do not participate in global, regional or subregional fisheries organizations or arrangements to join or, as appropriate, to enter into understandings with such organizations or with parties to such organizations or arrangements with a view to achieving compliance with international conservation and management measures;

Conscious of the duties of every State to exercise effectively its jurisdiction and control over vessels flying its flag, including fishing vessels and vessels engaged in the transshipment of fish;

Mindful that the practice of flagging or reflagging fishing vessels as a means of avoiding compliance with international conservation and management measures for living marine resources, and the failure of flag States to fulfil their responsibilities with respect to fishing vessels entitled to fly their flag, are among the factors that seriously undermine the effectiveness of such measures;

Realizing that the objective of this Agreement can be achieved through specifying flag States' responsibility in respect of fishing vessels entitled to fly their flags and operating on the high seas, including the authorization by the flag State of such operations, as well as through strengthened international cooperation and increased transparency through the exchange of information on high seas fishing;

Noting that this Agreement will form an integral part of the International Code of Conduct for Responsible Fishing called for in the Declaration of Cancun;

Desiring to conclude an international agreement within the framework of FAO, under Article XIV of the FAO Constitution;

Have agreed as follows:

Article I

DEFINITIONS

For the purposes of this Agreement:

- [a] "fishing vessel" means any vessel used or intended for use for the purposes of the commercial exploitation of living marine resources, including mother ships and any other vessels directly engaged in such fishing operations.]
- b) "length" means
 - (i) for any fishing vessel built after 18 July 1982, 96 percent of the total length on a water line and 85 percent of the least moulded depth measured from the top of the keel, or the length from the foreside of the stem to the axis of the rudder stock on that waterline, if that be greater. In ships designed with a rake of keel the waterline on which this length is measured shall be parallel to the designed waterline;
 - (ii) for any fishing vessel built before 18 July 1982, registered length as entered on the national register or other record of vessels.
- c) "international conservation and management measures" means measures to conserve or manage one or more species of living marine resources that are adopted and applied in accordance with the principles of international law as reflected in the 1982 United Nations Convention on the Law of the Sea. [Such measures may be adopted either by global, regional or sub-regional fisheries organizations, subject to the rights and obligations of their members, or by international agreement];

- d) "record of fishing vessels" means a record of fishing vessels in which are recorded pertinent details of the vessel. It may constitute a separate record for fishing vessels or form part of a general record of vessels;
- e) "vessels entitled to fly its flag" and "vessels entitled to fly the flag of a State", includes vessels entitled to fly the flag of a member State of a regional economic integration organization;
- f) "regional economic integration organization" means a regional economic integration organization to which its member States have transferred competence over matters covered by this Agreement, including the authority to make decisions binding on its member States in respect of those matters;

Article II

APPLICATION

1. Subject to the following paragraphs of this Article, this Agreement shall apply to all fishing vessels that are used or intended for fishing on the high seas.
- [2. A Party may exempt fishing vessels of less than 24 meters in length entitled to fly its flag from the application of this Agreement unless the Party determines that such an exemption would undermine the object and purpose of this Agreement. Such an exemption shall not apply to the obligations undertaken by a Party under Article III paragraph 1 of this Agreement.]
3. In any fishing region where bordering coastal States have not yet declared exclusive economic zones, or equivalent zones of national jurisdiction over fisheries, such coastal States as are Parties to this Agreement may agree, either directly or through appropriate regional fisheries organizations, to establish a minimum length of fishing vessels below which this Agreement shall not apply in respect of fishing vessels flying the flag of any such coastal State and operating exclusively in such fishing region.

Article III

FLAG STATE RESPONSIBILITY

- [1. (i) Each Party shall take such measures as may be necessary to ensure that fishing vessels entitled to fly its flag do not engage in any activity that undermines the effectiveness of international conservation and management measures.
(ii) In the event that a Party has, pursuant to Article II paragraph 2, granted an exemption for fishing vessels of less than 24 metres in length entitled to fly its flag from the application of other provisions of this Agreement, such Party shall nevertheless take effective measures in respect of any such fishing vessel that undermines the effectiveness of international conservation and management measures.]
2. In particular, no Party shall allow any fishing vessel entitled to fly its flag to fish on the high seas unless it has been authorized to do so by the appropriate authority or authorities of that Party. A fishing vessel so authorized shall fish in accordance with the conditions of the authorization.

3. A Party that has authorized a fishing vessel to fish on the high seas shall cancel such authorization upon the request of the owner or operator of the fishing vessel.
4. No Party shall authorize any fishing vessel entitled to fly its flag to be used for fishing on the high seas unless it is satisfied that the Party is able, taking into account the links that exist between it and the fishing vessel concerned, to exercise effectively its responsibilities under this Agreement in respect of that vessel.
5. No Party shall authorize any fishing vessel entitled to fly its flag that has been previously registered in another State to be used for fishing on the high seas unless it is satisfied that the fishing vessel is not authorized by such State to be used for fishing on the high seas.
- [6. (i) No Party shall authorize any fishing vessel previously registered in another State, which has undermined the effectiveness of international conservation and management measures, to be used for fishing on the high seas, unless it is satisfied that, with respect to the owner or operator of such vessel -
 - (a) any period of suspension by another State of an authorization for such vessel to fish on the high seas has expired;
 - (b) no authorization for such vessel to fish on the high seas has been withdrawn by another State within the last [five] [two] years; and
 - (c) in the case of such vessel whose authorization is suspended, or has been withdrawn and not reinstated by another State, and whose ownership has since changed, the new owner has provided sufficient guarantees that there exists no legal or economic link with the previous owner or operator.
- (ii) The provisions of subparagraph (i) shall not apply where the Party concerned, after having reviewed all relevant facts, including the circumstances in which the fishing authorization has been refused or withdrawn by the other Party, has determined in conformity with paragraph 2 of this Article that to grant an authorization to use the vessel for fishing on the high seas would not undermine the object and purpose of this Agreement.]
7. Each Party shall ensure that all fishing vessels entitled to fly its flag that it has entered in the record maintained under Article V are marked in such a way that they can be readily identified in accordance with generally accepted standards, such as the FAO Standard Specifications for the Marking and Identification of Fishing Vessels.
8. Each Party shall ensure that each fishing vessel entitled to fly its flag shall provide it with such information on its operations as may be necessary to enable the Party to fulfil its obligations under this Agreement, including in particular information pertaining to the area of its fishing operations and to its catches and landings.
9. Each Party shall take enforcement measures in respect of fishing vessels entitled to fly its flag which act in contravention of the provisions of this Agreement, including, where appropriate, making the contravention of such provisions an offence under national legislation. Sanctions applicable in respect of such contraventions shall be of sufficient gravity as to be effective in securing compliance with the requirements of this Agreement and to deprive offenders of the benefits accruing from their illegal activities. Such sanctions shall, for serious offences, include refusal, suspension or withdrawal of the authorization to fish on the high seas.

[Article IV

ALLOCATION OF FLAG

deleted]

Article V

RECORDS OF FISHING VESSELS

Each Party shall, for the purposes of this Agreement, maintain a record of fishing vessels entitled to fly its flag and authorized to fish on the high seas, and shall take such measures as may be necessary to ensure that all such fishing vessels are entered in that record.

Article VI

INTERNATIONAL COOPERATION

1. Parties shall cooperate as appropriate in the implementation of this Agreement, and shall, in particular, exchange information, including evidentiary material, relating to activities of fishing vessels in order to assist the flag State in identifying those fishing vessels flying its flag reported to have engaged in activities undermining international conservation and management measures, so as to fulfil its obligations under Article III.

[2. When a fishing vessel is voluntarily in the port of a Party other than its flag State, that Party, where it has reasonable grounds for suspecting that that fishing vessel has been used for an activity that undermines the effectiveness of international conservation and management measures, shall promptly notify the flag State accordingly. Parties may make arrangements regarding the undertaking by port States of such investigatory measures as it considers necessary to establish whether the fishing vessel has indeed been used contrary to the provisions of this Agreement.

[3. Parties should enter into cooperative agreements or arrangements of mutual assistance when and as appropriate, on a global, regional, sub-regional or bilateral basis so as to promote the achievement of the objectives of this Agreement.]

Article VII

EXCHANGE OF INFORMATION

1. Each Party shall make readily available to FAO the following information with respect to each fishing vessel entered in the record required to be maintained under Article V:

- (i) name of fishing vessel, registration number, previous names (if known), and port of registry;
- (ii) previous flag (if any);
- (iii) International Radio Call Sign (if any);
- (iv) name and address of owner or owners;
- (v) where and when built;
- (vi) type of vessel;
- (vii) length.

2. Each Party shall, to the extent practicable, make available to FAO the following additional information with respect to each fishing vessel entered in the record required to be maintained under Article V:
 - (i) name and address of manager or managers (if any);
 - (ii) type of fishing method or methods;
 - (iii) moulded depth;
 - (iv) beam;
 - (v) gross register tonnage;
 - (vi) power of main engine or engines.
3. Each Party shall promptly notify to FAO any modifications to the information listed in paragraphs 1 and 2 of this Article.
4. FAO shall circulate periodically the information provided under paragraphs 1, 2, and 3 to all Parties, and, on request, individually to any Party. FAO shall also, subject to any restrictions imposed by the Party concerned regarding the distribution of information, provide such information on request individually to any global, regional or subregional fisheries organization.
5. Each Party shall also promptly inform FAO of -
 - (i) any additions to the record;
 - (ii) any deletions from the record by reason of -
 - (a) the voluntary relinquishment or non-renewal of the fishing authorization by the vessel owner or operator;
 - (b) the withdrawal of the fishing authorization issued in respect of the fishing vessel under Article III.9;
 - (c) the fact that the fishing vessel concerned is no longer entitled to fly its flag;
 - (d) the scrapping, decommissioning or loss of the fishing vessel concerned; or
 - (e) any other reason.
6. Where information is given to FAO under paragraph 5 (ii) above, the Party concerned shall specify which of the reasons listed in that paragraph is applicable.
7. Each Party shall inform FAO of any exemption granted under paragraph 2 of Article II and of any agreement reached under paragraph 3 of Article II.
8. (i) Each Party shall report promptly to FAO all relevant information regarding any activities of fishing vessels flying its flag that undermine the effectiveness of international conservation and management measures, including the identity of the fishing vessel or vessels involved and measures imposed by the Party in respect of such activities. Reports on measures imposed by a Party may be subject to such limitations as may be required by national legislation with respect to confidentiality, including, in particular, confidentiality regarding measures that are not yet final.

(ii) Each Party, where it has reasonable grounds to believe that a fishing vessel not entitled to fly its flag has engaged in any activity that undermines the effectiveness of international conservation and management measures, shall draw this to the attention of the flag State concerned and may, as appropriate, draw it to the attention of FAO. It shall provide the flag State with full supporting evidence and may provide FAO with a summary of such evidence. FAO shall not circulate such information until such time as the flag State has had an opportunity to comment on the allegation and evidence submitted, or to object as the case may be.

9. Each Party shall inform FAO of any cases where the Party, pursuant to Article III paragraph 6(ii), has decided that the provisions of Article III paragraph 6(i) shall not apply. The information shall include pertinent data permitting the identification of the fishing vessel and the owner or operator [and the reason for the Party's decision].

10. FAO shall circulate promptly the information provided under paragraphs 5, 6, 7, 8 [and 9] to all Parties, and, on request, individually to any Party. FAO shall also, subject to any restrictions imposed by the Party concerned regarding the distribution of information, provide such information promptly on request individually to any global, regional or subregional fisheries organization.

11. The Parties shall exchange information relating to the implementation of this Agreement, including through FAO and other appropriate global, regional and subregional fisheries organizations.

Article VIII

[TECHNICAL] COOPERATION

Parties [shall/should] cooperate, at a global, regional, subregional or bilateral level, and, as appropriate, with the support of FAO and other international or regional organizations, to provide assistance, including technical [and financial] assistance, to Parties that are developing countries in order to allow them to fulfil their obligations under this Agreement.

Article IX

NON-PARTIES

1. The Parties shall encourage any State not party to this Agreement to accept this Agreement and shall encourage any non-Party to adopt laws and regulations consistent with the provisions of this Agreement.

2. Parties shall cooperate in a manner consistent with this Agreement and with international law to the end that fishing vessels entitled to fly the flags of non-Parties do not engage in activities that undermine the effectiveness of international conservation and management measures.

3. The Parties shall exchange information amongst themselves, either directly or through FAO, with respect to activities of fishing vessels flying the flags of a non-Parties that undermine the effectiveness of international conservation and management measures.

Article X

SETTLEMENT OF DISPUTES

1. Any Party may seek consultations with any other Party or Parties on any dispute with regard to the interpretation or application of the provisions of this Agreement with a view to reaching a mutually satisfactory solution as soon as possible.
2. In the event that the dispute is not resolved through these consultations within a reasonable period of time, the Parties in question shall consult among themselves as soon as possible with a view to having the dispute settled by negotiation, inquiry, mediation, conciliation, arbitration, judicial settlement or other peaceful means of their own choice.
3. Any dispute of this character not so resolved shall, with the consent in each case of all Parties to the dispute, be referred for settlement to the International Court of Justice, to the International Tribunal for the Law of the Sea or to arbitration. In the case of failure to reach agreement on referral to the International Court of Justice, to the International Tribunal for the Law of the Sea or to arbitration, the Parties shall continue to consult and cooperate with a view to reaching settlement of the dispute in accordance with the rules of international law relating to the conservation of living marine resources.

Article XI

ACCEPTANCE

1. This Agreement shall be open to acceptance by any Member or Associate Member of FAO, and to any non-member State that is a member of the United Nations, or of any of the specialized agencies of the United Nations or of the International Atomic Energy Agency.
2. Acceptance of this Agreement shall be effected by the deposit of an instrument of acceptance with the Director-General and shall take effect on receipt of such instrument by the Director-General.
3. The Director-General shall inform all Parties, all Members of FAO and the Secretary-General of the United Nations of all instruments of acceptance received.
- [4. Where a regional economic integration organization that is a Member of FAO submits an instrument of acceptance of this Agreement, it shall, at that time, as appropriate, modify its declaration of competence submitted under Article II.5 of the Constitution, or submit a supplement to its declaration of competence, explaining the extent of the organization's competence with respect to matters governed by this Agreement. Such organization shall also inform FAO, which will inform the other Parties of any substantial modification in the extent of their competence over these matters.]
- [5. At the time of accepting this Agreement, any State may declare that the Agreement shall not apply in respect of any territory for whose international relations it is responsible.]

Article XII

ENTRY INTO FORCE

1. This Agreement shall enter into force as from the date of receipt by the Director-General of the twenty-fifth instrument of acceptance.
2. For the purpose of this Article, an instrument deposited by a regional economic integration organization shall not be counted as additional to those deposited by member States of such an organization.

Article XIII

RESERVATIONS

Acceptance of this Agreement may be made subject to reservations which shall become effective only upon unanimous acceptance by all Parties to this Agreement. The Director-General shall notify forthwith all Parties of any reservation. Parties not having replied within three months from the date of the notification shall be deemed to have accepted the reservation. Failing such acceptance, the State or regional economic integration organization making the reservation shall not become a Party to this Agreement.

Article XIV

AMENDMENTS

1. Any proposal by a Party for the amendment of this Agreement shall be communicated to the Director-General of FAO.
2. Any proposed amendment of this Agreement received by the Director-General of FAO from a Party shall be presented to a regular or special session of the Conference of FAO for approval and, if the amendment involves important technical changes or imposes additional obligations on the Parties, it shall be considered by an advisory committee of specialists convened by FAO prior to the Conference.
3. Notice of any proposed amendment of this Agreement shall be transmitted to the Parties by the Director-General of FAO not later than the time when the agenda of the session of the Conference at which the matter is to be considered is dispatched.
4. Any such proposed amendment of this Agreement shall require the approval of the Conference of FAO and shall come into force as from the thirtieth day after acceptance by two thirds of the Parties. Amendments involving new obligations for Parties, however, shall come into force in respect of each Party only on acceptance by it and as from the thirtieth day after such acceptance.
5. The instruments of acceptance of amendments involving new obligations shall be deposited with the Director-General of FAO, who shall inform all Parties of the receipt of acceptance and the entry into force of amendments.

6. For the purpose of this Article, an instrument deposited by a regional economic integration organization shall not be counted as additional to those deposited by member States of such an organization.

Article XV

WITHDRAWAL

Any Party may withdraw from this Agreement at any time after the expiry of two years from the date upon which the Agreement entered into force with respect to that Party, by giving written notice of such withdrawal to the Director-General who shall immediately inform all the Parties and the Members and Associate Members of FAO of such withdrawal. Withdrawal shall become effective at the end of the calendar year following that in which the notice of withdrawal has been received by the Director-General.

Article XVI

DUTIES OF THE DEPOSITARY

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

- a) send certified copies of this Agreement to each Member and Associate Member of FAO and to such non-member States as may become party to this Agreement;
- 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 each Member and Associate Member of FAO and any non-member States as may become Party to this Agreement of:
 - (i) instruments of acceptance deposited in accordance with Article XI;
 - (ii) the date of entry into force of this Agreement in accordance with Article XII;
 - (iii) proposals for and the entry into force of amendments to this Agreement in accordance with Article XIV;
 - (iv) withdrawals from this Agreement pursuant to Article XV.

Article XVII

AUTHENTIC TEXTS

The Arabic, Chinese, English, French, and Spanish texts of this Agreement are equally authentic.