

FINAL ACT OF THE CONFERENCE ON THE SOUTHERN INDIAN OCEAN FISHERIES AGREEMENT

I. INTRODUCTION

1. Taking into account the recommendation and wishes of the Indian Ocean Fishery Commission (IOFC), the FAO Council, at its Hundred and Sixteenth Session in June 1999, abolished the IOFC and, as a consequence, all its subsidiary bodies, including the Committee for the Development and Management of Fisheries in the South West Indian Ocean (SWIO). Noting the wishes of SWIO, the FAO Council encouraged its former members – Comoros, France on behalf of its overseas territories, Kenya, Madagascar, Mauritius, Mozambique, Seychelles, Somalia and Tanzania – to proceed with the re-establishment of a regional fishery body.
2. The Council also authorized the Director-General of FAO to convene *ad hoc* meetings of the former members, as required, to complete the process of establishment of the new body and to take such interim action as may be required regarding the management of the fisheries resources of the areas covered by the former committee pending the establishment of the new body.
3. Accordingly, FAO held two *ad hoc* technical meetings in preparation of the Intergovernmental Consultation process leading to the establishment of a new regional fisheries body.
 - The first *ad hoc* technical meeting took place in Albion, Mauritius, from 24 to 27 January 2000. It was attended by representatives of Comoros, Kenya, Madagascar, Mauritius, Mozambique, Seychelles and Tanzania, with observers from the Southern African Development Community (SADC) and Commission de l'Océan Indien (COI). Apologies were received from France while Somalia could not be represented and was not invited. The Meeting unanimously agreed to recommend to their respective Governments the establishment of a regional fishery body under Article XIV of the FAO Constitution. It made suggestions for a new draft agreement for such regional fishery body.
 - The second *ad hoc* technical meeting was held in Antananarivo, Madagascar, on 11 and 12 July 2000 to review the new draft Agreement for the establishment of a Southwest Indian Ocean Fisheries Commission (SWIOFC). It was attended by Comoros, France, Kenya, Madagascar, Mauritius, Mozambique, Seychelles, Tanzania, the European Community and an observer from the COI. Somalia could not be represented and was not invited. At its closure, the meeting agreed that work on the draft Agreement had progressed

sufficiently to warrant the convening of an Intergovernmental Consultation under Article XIV 3(a) of the FAO Constitution with a view to the finalisation and recommendation for adoption of such instrument.

II. THE INTERGOVERNMENTAL CONSULTATION ON THE ESTABLISHMENT OF THE SOUTH WEST INDIAN OCEAN FISHERIES COMMISSION

4. The First Intergovernmental Consultation on the establishment of a South West Indian Ocean Fisheries Commission was held in St Denis, La Reunion, from 6 to 9 February 2001. It was attended by delegates from Australia, Comoros, European Community, France, Kenya, Madagascar, Mauritius, Mozambique, Namibia, New Zealand, Seychelles, South Africa, Tanzania and a representative of the Norwegian Agency for Development Cooperation.

The First Consultation unanimously elected Mr Daniel Silvestre (France) as Chairperson, and Mauritius and Seychelles as Rapporteurs. The Consultation revised certain provisions of the draft Agreement and provided guidance on various other key issues to be taken into account in further revision of the draft Agreement.

5. The Second Intergovernmental Consultation on the establishment of a Southwest Indian Ocean Fisheries Commission was held in Antananarivo, Madagascar, from 25 to 29 September 2001. It was attended by delegates from Australia, China, Comoros, European Community, France, Iran, Japan, Kenya, Madagascar, Mauritius, Mozambique, Namibia, New Zealand, Seychelles, South Africa, Tanzania and United Kingdom. Representatives of the Commission de l'océan Indien (COI), the Norwegian Agency for Development Cooperation (NORAD) and Russia were observers to the meeting. The Consultation unanimously elected Mr Christophe Voloson Tsirafy (Madagascar) as Chairperson, Australia as Vice-Chair and Namibia and Seychelles as Rapporteurs.

The Second Consultation further revised certain provisions of the draft Agreement, discussed possible arrangements for future consultations and agreed to elect a permanent Chairperson for the Consultation at its next meeting. In this respect, the Consultation agreed to set up a selection committee chaired by Australia, which was tasked with receiving nominations from participant delegations and to facilitate consultations with a view to an election during the third meeting of the Consultation. The Consultation also agreed to carry out an exchange of views in writing regarding possible avenues for progress, in particular on the following issues:

- (i) the accommodation of the interests of all participants in an agreement or agreements regarding high seas fisheries and straddling stocks;
 - (ii) a possible framework to promote co-operation towards the sustainable development of fisheries in the areas under the jurisdiction of coastal States bordering on the Area of competence of the future Agreement;
 - (iii) the role of FAO within the context of the future Agreement.
6. An informal meeting was held after the Committee of Fisheries (COFI) in Rome, February 2003, which was attended by delegates from Australia, Comoros, China, European Community, France, Kenya, Korea, Japan, Spain, Mauritius, Mozambique, Namibia, New Zealand, Seychelles and Tanzania. At the informal meeting, participants discussed the responses received by the secretariat concerning avenues for progress, as well as the nominations received with a view to the election of a permanent chairperson.
 7. The Third Intergovernmental Consultation on the Establishment of a Southwest Indian Ocean Fisheries Commission was held in Nairobi, Republic of Kenya, from 27 to 30 January 2004. The Consultation was attended by delegates from Australia, Comoros, Egypt, European Community, France, Italy, Japan, Kenya, Mauritius, Mozambique, Namibia, New Zealand, Seychelles, Somalia and Tanzania. Representatives of the International Union for the Conservation of Nature, the Norwegian Agency for Development Co-operation (NORAD), the Swedish International Development Aid Agency (SIDA) and the United Nations Development Programme (UNDP) were observers to the meeting.

Following a presentation by Australia as chairperson on the work carried out by the selection committee during the intersessional period, Ms Fuensanta Candela-Castillo (European Community), was elected permanent Chairperson of the Intergovernmental Consultation. In addition, the Consultation elected Kenya as Vice-Chair and France and New Zealand as Rapporteurs.

The Third Consultation considered the different options resulting from the written contributions made by various delegations regarding avenues for progress. It agreed that there should be separate coastal and high seas instruments with linkage between the two. For waters subject to the sovereign rights and management powers of coastal States, the Consultation agreed that a body should be set up for the management and development of coastal fisheries which would have advisory powers only. The Consultation also agreed that this body should be established under Article VI of the FAO Constitution. For the high seas, the Consultation agreed that there should be a separate instrument to establish, outside the FAO framework, a regional fisheries management organisation or arrangement with the power to take binding decisions on

conservation and management measures. The Consultation agreed to pursue work in parallel on a draft statute for the future FAO Article VI body and on a draft Agreement regarding the high seas organisation or arrangement.

The Consultation discussed at length the provisions of an Article VI body under the FAO Constitution. It considered a draft FAO Council Resolution for the establishment under Article VI.1 of the FAO Constitution of a fisheries advisory Commission for the management and development of the coastal fisheries of the South West Indian Ocean, and on the statutes of the Commission, attached to the FAO Council Resolution. The Consultation carried out a full reading of these texts leaving only certain provisions to be finalised at the following meeting.

With regard to the Agreement establishing a high seas organisation or arrangement, the Consultation considered possible constitutive elements of such an instrument and charged the Chairperson to provide an initial draft for consideration at the following meeting, with the assistance of a drafting committee. Australia, European Community, France, Mauritius, New Zealand and Seychelles agreed to participate in the drafting committee.

8. The Fourth Intergovernmental Consultation on the establishment of a Southwest Indian Ocean Fisheries Commission was held in Mahé, Republic of Seychelles from 13 to 16 July 2004. The Consultation was attended by delegates from Australia, European Community, France, Kenya, Madagascar, Mauritius, Mozambique, New Zealand, Seychelles, Tanzania and Yemen. Representatives of the Indian Ocean Tuna Commission (IOTC) and the South West Indian Ocean Fisheries Project (SWIOFP) were observers to the meeting. The permanent chairperson, Ms Fuensanta Candela-Castillo (European Community) conducted the election of office bearers. The Consultation elected Seychelles as Vice-Chair and France and Kenya as Rapporteurs

After proceeding to final editorial revisions of the draft discussed during the Third Consultation, the draft Resolution and Statutes for the establishment of the South West Indian Ocean Fisheries Commission under article VI of the FAO Constitution were unanimously adopted for submission to the FAO Council for approval. This decision completed the work of the Intergovernmental Consultation with regard to the establishment of an FAO body enabling interested States and Regional Economic Integration Organisations to co-operate towards the management and development of the coastal fisheries in the south West Indian Ocean.

Regarding the development of an instrument applicable to the high seas, the Fourth Consultation carried out a first complete reading of a draft Southern Indian Ocean Fisheries Agreement prepared by the Chairperson with the assistance of the drafting committee. The Consultation agreed that there were certain inconsistencies that the Chairperson and the FAO Legal Adviser would attempt to resolve with the

help of the drafting committee with a view to preparing a revised text in good time for the next Consultation.

The Consultation discussed possible arrangements to provide an interim framework for cooperation in respect of high seas fisheries in the Southern Indian Ocean. The Consultation recognised the importance of capturing and archiving past data and recording data of ongoing fishing operations in an effort to better understand and manage the high seas non-tuna resources. As a result of these discussions, a Resolution was adopted concerning the collection and handling of information and data pertaining to high seas fisheries that would fall under the scope of the future high seas Agreement and charged the Chairperson and the FAO to convey it to relevant countries.

9. The FAO Council adopted Resolution 1/127 on the establishment of the South West Indian Ocean Fisheries Commission (SWIOFC) under Article VI of the FAO Constitution at its Hundred and Twenty-seventh Session, held in Rome from 22 to 27 November 2004. The SWIOFC held its First Session in Mombasa, Kenya, from 18 to 20 April 2005.
10. The Fifth Consultation, now termed on the Southern Indian Ocean Fisheries Agreement, was convened immediately following the closure of the First Session of the SWIOFC, from 20 to 22 April 2005, at the same venue in Mombasa, Kenya. The Consultation was attended by delegates from Australia, Comoros, European Community, France, Kenya, Korea, Maldives, Mauritius, Mozambique, New Zealand, Seychelles, Somalia, South Africa and Tanzania. Representatives of the FAO also participated. Representatives of the Southern African Development Community (SADC), the Swedish International Development Cooperation Agency (SIDA) and the South West Indian Ocean Fisheries Project (SWIOFP) were observers to the meeting. The permanent Chairperson, Ms Fuensanta Candela-Castillo (European Community) conducted the election of the office bearers. The Consultation elected unanimously Kenya as Vice-Chair and France and South Africa as Rapporteurs.

The Fifth Consultation reviewed the different provisions left pending at the end of the Fourth Consultation in the text of Draft Southern Indian Ocean Fisheries Agreement (SIOFA). The Consultation also considered changes proposed by various delegations to other parts of the text, thus completing a full reading of the Draft Agreement. The Consultation succeeded in resolving all outstanding issues and agreed on the text of the Agreement. The Chairperson, with the assistance of the drafting committee (which Kenya agreed to join), was tasked to conduct a technical edit of the text of the Agreement and timely notify the results of this exercise to all delegations for their consideration in advance of the Conference in the course of which the Agreement would be adopted and opened for signature.

The Consultation reiterated the importance of ensuring continued co-operation, on a voluntary basis, on the matters covered by the future SIOFA, until the latter enters into force. In this regard, the Consultation considered a draft Resolution on interim arrangements, but decided to leave this text for consideration by the Conference.

11. The Chairperson conducted the technical edit exercise of the draft SIOFA with the assistance of the drafting committee following the closure of the Fifth Consultation. The results of this exercise were communicated to all participant delegations by note from the Chairperson dated 28 November 2005. Delegations were asked to indicate whether the edited text was agreeable. On 2 May 2006, the Chairperson informed all participants to the Intergovernmental Consultation that in accordance with the replies received by delegations, the text of the draft Agreement, as resulting from the technical edit exercise, could be considered finalised and ready for adoption and opening for signature.
12. On 6 July 2006, The Food and Agriculture Organization of the United Nations convened a preparatory meeting of the Conference at its Headquarters in Rome. The meeting of delegations was chaired by Mrs Fuensanta Candela Castillo (European Community), and attended by representatives from Australia, Comoros, European Community, France, Japan, Kenya, Madagascar, Mozambique, Namibia, New Zealand, Russian Federation, Seychelles, Somalia and Yemen. The Cook Islands participated in the meeting as an observer. Delegations discussed possible interim arrangements in accordance with the conclusions of the Fifth Intergovernmental Consultation, taking the form of a Resolution of the Conference to be appended to the present Final Act.

III. THE CONFERENCE ON THE SOUTHERN INDIAN OCEAN FISHERIES AGREEMENT

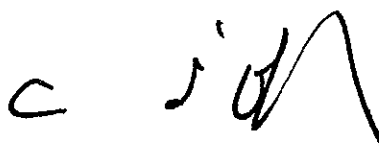
13. The Food and Agriculture Organisation of the United Nations, in its capacity as future Depositary, convened the Conference for the Adoption of the Southern Indian Ocean Fisheries Agreement on 7 July 2006 at the Headquarters of the Food and Agriculture Organization of the United Nations in Rome, Italy. Delegations from Australia, Comoros, European Community, France, Japan, Kenya, Madagascar, Mozambique, Namibia, New Zealand, Russian Federation, Seychelles, and Yemen participated in the meeting. The Cook Islands participated as an observer. The Conference was presided by His Excellency Callixte F.Z. d'Offay, Ambassador Extraordinary and Plenipotentiary of Seychelles. The full list of participants is attached (Appendix 1).
14. The Conference adopted by unanimity the Southern Indian Ocean Fisheries Agreement. The Agreement was also opened for signature in the course of the Conference and remains open for signature until 6 July 2007 at the headquarters of the Food and Agriculture Organisation of the

United Nations. The Agreement is subject to ratification, acceptance or approval by the signatories. The Agreement is also open for accession in accordance with its provisions.

15. The Conference also adopted by unanimity the Resolution on interim arrangements concerning the high seas in the southern Indian Ocean (Appendix 2) and called on all interested States and Regional Economic Integration Organisations to cooperate as of this day on a voluntary basis and in accordance with this Resolution towards the conservation and management of the fishery resources covered by the Agreement, while awaiting the entry into force of the Agreement.
16. Finally, the Conference agreed to append to this Final Act the Resolution on Data Collection concerning the High Seas in the Southern Indian Ocean adopted by the Fourth Intergovernmental Consultation on the Southern Indian Ocean Fisheries Agreement (Appendix 3). The Conference called on all States and Regional Economic Integration Organisations concerned to implement this Resolution as a matter of urgency.
17. The observer from the Cook Islands made a statement in which it was expressed their agreement with the Final Act and the Resolutions appended thereto and the intention to implement the Resolutions forthwith. He further announced the intention of the Cook Islands to accede to the Agreement once it becomes open for accession.

Done in Rome, this seventh day of July, two thousand and six in a single copy in the English and French languages, each text being equally authoritative.

The President of Conference,



Callixte F.Z. d'Offay
Ambassador Extraordinary and Plenipotentiary
Republic of Seychelles

LIST OF PARTICIPANTS AND OBSERVER

AUSTRALIA
COMOROS
EUROPEAN COMMUNITY
FRANCE
JAPAN
KENYA
MADAGASCAR
MOZAMBIQUE
NAMIBIA
NEW ZEALAND
RUSSIAN FEDERATION
SEYCHELLES
YEMEN

COOK ISLANDS (Observer)

**RESOLUTION ON INTERIM ARRANGEMENTS CONCERNING THE
HIGH SEAS
IN THE SOUTHERN INDIAN OCEAN**

The States and regional economic integration organization participating in the Conference for the Adoption of the Southern Indian Ocean Fisheries Agreement (hereafter, "the Agreement"):

Noting their commitment to the long-term conservation and sustainable use of the fishery resources in the high seas of the Southern Indian Ocean;

Desiring to see the timely implementation of the provisions of the Agreement;

Noting the need to continue their work pending the entry into force of the Agreement;

Recognising the need to collect data concerning fishing activities involving non-tuna species in the high seas of the Southern Indian Ocean;

With a view to transmitting the results of their work to the first Meeting of the Parties;

Call upon all States, regional economic integration organizations and fishing entities that have participated in the Inter-Governmental Consultations or that have carried out or carry out fishing activities in the high seas in the Southern Indian Ocean to:

1. implement the measures outlined in the resolution on data collection concerning the high seas in the Southern Indian Ocean adopted in Seychelles in July 2004;

2. develop information and identification standards regarding vessels authorised to fish in the Area;
3. facilitate processes to enable scientific assessment of the fishery resources to which the Agreement applies and the impact of fishing upon the marine environment;
4. consider the practical measures required for providing secretarial services to, or the establishment of a secretariat for, the Meeting of the Parties and any other texts that could facilitate the rapid operation of the Agreement upon its entry into force;
5. consider any financial implications in implementing the Agreement; and
6. engage in cooperation processes with other international fisheries and related organizations in matters of mutual interest.

Rome, 7 July 2006

RESOLUTION ON DATA COLLECTION CONCERNING THE HIGH SEAS IN THE SOUTHERN INDIAN OCEAN

Noting their commitment to the long-term conservation and sustainable use of the fishery resources in the high seas of the Southern Indian Ocean,

Recognising the need to collect data concerning fishing activities involving non-tuna species in the high seas of the Southern Indian Ocean to assess effort and stock levels,

Participant delegations to the consultations:

1. *Call upon* all States, regional economic integration organizations and fishing entities that have participated in the Inter-Governmental Consultations or that have carried out or carry out fishing activities in the high seas in the Southern Indian Ocean to:
 - a) collect current and future data in respect of their flag vessels fishing in the high seas in FAO statistical areas 51 and 57 (the Area) for non-tuna fisheries resources. Data collected may, at a minimum, be in conformance with Annex 1 to this Resolution.
 - b) consistent with national legislation, provide catch and effort data specified in Annex 1, where possible from 1 January 2003, to the Inter-governmental Consultation three months prior to its next meeting. Such data, which may be provided in aggregated form and collated by fishing area as specified in Annex 2 to this resolution, may include inter alia:
 - total catch and weight by species;
 - number of vessels fishing in the Area; and
 - total number of tows.
 - c) secure historical catch and effort data concerning fishing activities for non-tuna species in the Area undertaken by their flag vessels or vessels previously flagged to their State and Member States.
2. *Further call upon* all States, regional economic integration organizations and fishing entities whose ports are used to land or tranship non-tuna fishery resources caught in the Area to, consistent with national legislation, collect:
 - a) current and future data in respect of such landings or transhipments. Data collated by port States may include:
 - vessel identification details
 - dates of arrival and departure

- fish product on board, specifying species composition (including scientific and common name) by weight of product type (eg whole, fillet, headed and gutted)
 - brand of processing [equipment used for heading, gutting and filleting]
 - product discharged by criterion in bullet 3, if discharge of catch is not in total
 - b) historical data in respect of landings and transshipments.
3. *Request* the Chairperson of the 4th Inter-governmental Consultation to ensure that this Resolution is circulated to all participants in the Inter-governmental Consultations and to all States and fishing entities whose vessels are known to have fished in the Area or whose ports are known to have been used to land or tranship non-tuna fishery resources caught in the Area.
4. *Further Request* the Chairperson of the 4th Inter-governmental Consultation to, through the appropriate channels, request the Indian Ocean Tuna Commission Secretariat to receive and retain the information provided to the Consultation.

Seychelles, 13-16 July 2004

Annex 1 of the Resolution

RECOMMENDED VESSEL INFORMATION AND CATCH AND EFFORT DATA FOR NON-TUNA FISHERIES IN THE HIGH SEAS OF THE SOUTHERN INDIAN OCEAN¹

18. VESSEL INFORMATION

- Flag State
- Vessel Operator
- Identification (name on specific code)
- Length (metres)
- Tonnage
- Power (kilowatts)
- Processing capacity (daily)
- Class (i.e. produces H&G, fillets, other forms of processing)

18.1.1. Tow-by-tow information

- Date (day/month/year)
- Target species
- Trawl type (bottom or mid-water)
- Time of start of tow (when on bottom or at target depth)
- Time of finish of trawl
- Speed of vessel (average during the trawl)
- Depth of gear at start (metres)
- Depth of gear at bottom (metres)
- Depth of gear at finish (metres)
- Depth of bottom at finish (or average values of these during a tow)
- Vessel latitude and longitude at start [degree, minute, decimal minutes]
- Vessel latitude and longitude at finish [degree, minute, decimal minutes]
- Net opening (metres)

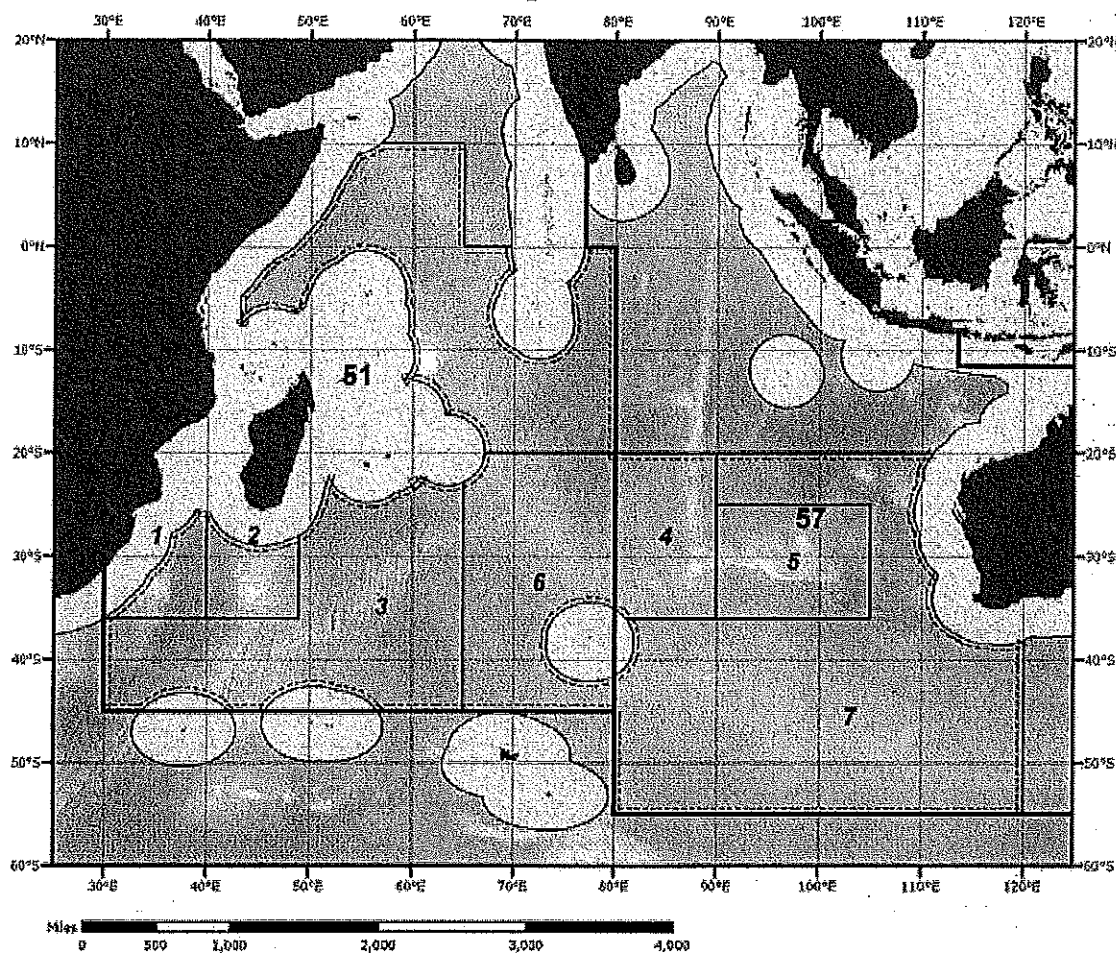
18.2. Catch data

- Valid tow performance (yes/no)²
- Catch by species (kilograms or tonnes should be specified)

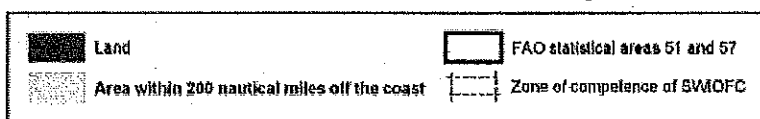
¹ Source: FAO Fisheries Report No 652, pp 44-45.

² An unsuccessful tow would be if it came fast on the bottom, did not set properly or was aborted for some reason. A successful tow would include tows where no catch was taken, but the set was operationally successful.

Annex 2 Fishing Area



Southern Indian Ocean Fisheries Arrangement



SOUTHERN INDIAN OCEAN FISHERIES AGREEMENT

THE CONTRACTING PARTIES

HAVING A MUTUAL INTEREST in the proper management, long-term conservation and sustainable use of fishery resources in the Southern Indian Ocean, and desiring to further the attainment of their objectives through international cooperation;

TAKING INTO CONSIDERATION that the coastal States have waters under national jurisdiction in accordance with the United Nations Convention on the Law of the Sea of 10 December 1982 and general principles of international law, within which they exercise their sovereign rights for the purpose of exploring and exploiting, conserving and managing fishery resources and conserving living marine resources upon which fishing has an impact;

RECALLING THE RELEVANT PROVISIONS of the United Nations Convention on the Law of the Sea of 10 December 1982, the Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 4 December 1995, and the Agreement to Promote Compliance with International Conservation and Management Measures by Fishing Vessels on the High Seas of 24 November 1993 and taking into account the Code of Conduct for Responsible Fisheries adopted by the 28th Session of the Conference of the Food and Agriculture Organization of the United Nations on 31 October 1995;

RECALLING FURTHER article 17 of the Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks 1995, and the need for non-Contracting Parties to this Southern Indian Ocean Fisheries Agreement to apply the conservation and management measures adopted hereunder and not to authorise vessels flying their flag to engage in fishing activities inconsistent with the conservation and sustainable use of the fishery resources to which this Agreement applies;

RECOGNIZING economic and geographical considerations and the special requirements of developing States, in particular the least-developed among them and small island developing States and their coastal communities, for equitable benefit from fishery resources;

DESIRING cooperation between coastal States and all other States, organizations and fishing entities having an interest in the fishery resources of the Southern Indian Ocean to ensure compatible conservation and management measures;

BEARING IN MIND that the achievement of the above will contribute to the realization of a just and equitable economic order in the interests of all humankind, and in particular the special interests and needs of developing States, in particular the least-developed among them and small island developing States;

CONVINCED that the conclusion of a multilateral agreement for the long-term conservation and sustainable use of fishery resources in waters beyond national jurisdiction in the Southern Indian Ocean would best serve these objectives;

AGREE AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

For the purposes of this Agreement:

- (a) “1982 Convention” means the United Nations Convention on the Law of the Sea of 10 December 1982;
- (b) “1995 Agreement” means the Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 4 December 1995;
- (c) “Area” means the area to which this Agreement applies, as prescribed in article 3;
- (d) “Code of Conduct” means the Code of Conduct for Responsible Fisheries adopted by the 28th Session of the Conference of the Food and Agriculture Organization of the United Nations on 31 October 1995;
- (e) “Contracting Party” means any State or regional economic integration organization which has consented to be bound by this Agreement and for which the Agreement is in force;
- (f) “fishery resources” means resources of fish, molluscs, crustaceans and other sedentary species within the Area, but excluding:
 - (i) sedentary species subject to the fishery jurisdiction of coastal States pursuant to article 77(4) of the 1982 Convention; and
 - (ii) highly migratory species listed in Annex I of the 1982 Convention;
- (g) “fishing” means:
 - (i) the actual or attempted searching for, catching, taking or harvesting of fishery resources;
 - (ii) engaging in any activity which can reasonably be expected to result in the locating, catching, taking or harvesting of fishery resources for any purpose including scientific research;
 - (iii) placing, searching for or recovering any aggregating device for fishery resources or associated equipment including radio beacons;
 - (iv) any operation at sea in support of, or in preparation for, any activity described in this definition, except for any operation in emergencies involving the health or safety of crew members or the safety of a vessel; or
 - (v) the use of an aircraft in relation to any activity described in this definition except for flights in emergencies involving the health or safety of crew members or the safety of a vessel;
- (h) “fishing entity” means a fishing entity as referred to in article 1(3) of the 1995 Agreement;
- (i) “fishing vessel” means any vessel used or intended for fishing, including a mother ship, any other vessel directly engaged in fishing operations, and any vessel engaged in transshipment;
- (j) “nationals” includes both natural and legal persons;

- (k) "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;
- (l) "transshipment" means the unloading of all or any of the fishery resources on board a fishing vessel onto another vessel whether at sea or in port.

ARTICLE 2 – OBJECTIVES

The objectives of this Agreement are to ensure the long-term conservation and sustainable use of the fishery resources in the Area through cooperation among the Contracting Parties, and to promote the sustainable development of fisheries in the Area, taking into account the needs of developing States bordering the Area that are Contracting Parties to this Agreement, and in particular the least-developed among them and small island developing States.

ARTICLE 3 – AREA OF APPLICATION

1. This Agreement applies to the Area bounded by a line joining the following points along parallels of latitude and meridians of longitude, excluding waters under national jurisdiction:

Commencing at the landfall on the continent of Africa of the parallel of 10° North; from there east along that parallel to its intersection with the meridian of 65° East; from there south along that meridian to its intersection with the equator; from there east along the equator to its intersection with the meridian of 80° East; from there south along that meridian to its intersection with the parallel of 20° South; from there east along that parallel to its landfall on the continent of Australia; from there south and then east along the coast of Australia to its intersection with the meridian of 120° East; from there south along that meridian to its intersection with the parallel of 55° South; from there west along that parallel to its intersection with the meridian of 80° East; from there north along that meridian to its intersection with the parallel of 45° South; from there west along that parallel to its intersection with the meridian of 30° East; from there north along that meridian to its landfall on the continent of Africa.

2. Where for the purpose of this Agreement it is necessary to determine the position on the surface of the Earth of a point, line or area, that position shall be determined by reference to the International Terrestrial Reference System maintained by the International Earth Rotation Service, which for most practical purposes is equivalent to the World Geodetic System 1984 (WGS84).

ARTICLE 4 – GENERAL PRINCIPLES

In giving effect to the duty to cooperate in accordance with the 1982 Convention and international law, the Contracting Parties shall apply, in particular, the following principles:

- (a) measures shall be adopted on the basis of the best scientific evidence available to ensure the long-term conservation of fishery resources, taking into account the sustainable use of such resources and implementing an ecosystem approach to their management;
- (b) measures shall be taken to ensure that the level of fishing activity is commensurate with the sustainable use of the fishery resources;
- (c) the precautionary approach shall be applied in accordance with the Code of Conduct and the 1995 Agreement, whereby the absence of adequate scientific information shall not be used as a reason for postponing or failing to take conservation and management measures;
- (d) the fishery resources shall be managed so that they are maintained at levels that are capable of producing the maximum sustainable yield, and depleted stocks of fishery resources are rebuilt to the said levels;
- (e) fishing practices and management measures shall take due account of the need to minimize the harmful impact that fishing activities may have on the marine environment;
- (f) biodiversity in the marine environment shall be protected; and
- (g) the special requirements of developing States bordering the Area that are Contracting Parties to this Agreement, and in particular the least-developed among them and small island developing States, shall be given full recognition.

ARTICLE 5 – MEETING OF THE PARTIES

1. The Contracting Parties shall meet periodically to consider matters pertaining to the implementation of this Agreement and to make all decisions relevant thereto.
2. The ordinary Meeting of the Parties shall, unless the Meeting otherwise decides, take place at least once a year and, to the extent practicable, back-to-back with meetings of the South West Indian Ocean Fisheries Commission. The Contracting Parties may also hold extraordinary meetings when deemed necessary.
3. The Meeting of the Parties shall, by consensus, adopt and amend its own Rules of Procedure and those of its subsidiary bodies.
4. The Contracting Parties, at their first meeting, shall consider the adoption of a budget to fund the conduct of the Meeting of the Parties and the exercise of its functions and accompanying financial regulations. The financial regulations shall set out the criteria governing the determination of the amount of each Contracting Party's contribution to the budget, giving due consideration to the economic status of Contracting Parties which are developing States, and in particular the least-developed among them and small island developing States, and ensuring that an adequate share of the budget is borne by Contracting Parties that benefit from fishing in the Area.

ARTICLE 6 – FUNCTIONS OF THE MEETING OF THE PARTIES

1. The Meeting of the Parties shall:
 - (a) review the state of fishery resources, including their abundance and the level of their exploitation;
 - (b) promote and, as appropriate, co-ordinate research activities as required on the fishery resources and on straddling stocks occurring in waters under national jurisdiction adjacent to the Area, including discarded catch and the impact of fishing on the marine environment;
 - (c) evaluate the impact of fishing on the fishery resources and on the marine environment, taking into account the environmental and oceanographic characteristics of the Area, other human activities and environmental factors;
 - (d) formulate and adopt conservation and management measures necessary for ensuring the long-term sustainability of the fishery resources, taking into account the need to protect marine biodiversity, based on the best scientific evidence available;
 - (e) adopt generally recommended international minimum standards for the responsible conduct of fishing operations;
 - (f) develop rules for the collection and verification of scientific and statistical data, as well as for the submission, publication, dissemination and use of such data;
 - (g) promote cooperation and coordination among Contracting Parties to ensure that conservation and management measures for straddling stocks occurring in waters under national jurisdiction adjacent to the Area and measures adopted by the Meeting of the Parties for the fishery resources are compatible;
 - (h) develop rules and procedures for the monitoring, control and surveillance of fishing activities in order to ensure compliance with conservation and management measures adopted by the Meeting of the Parties including, where appropriate, a system of verification incorporating vessel monitoring and observation, and rules concerning the boarding and inspection of vessels operating in the Area;
 - (i) develop and monitor measures to prevent, deter and eliminate illegal, unreported and unregulated fishing;
 - (j) in accordance with international law and any applicable instruments, draw the attention of any non-Contracting Parties to any activities which undermine the attainment of the objectives of this Agreement;
 - (k) establish the criteria for and rules governing participation in fishing; and
 - (l) carry out any other tasks and functions necessary to achieve the objectives of this Agreement.

2. In determining criteria for participation in fishing, including allocation of total allowable catch or total level of fishing effort, the Contracting Parties shall take into account, *inter alia*, international principles such as those contained in the 1995 Agreement.
3. In applying the provisions of paragraph 2, the Contracting Parties may, *inter alia*:
 - (a) designate annual quota allocations or fishing effort limitations for Contracting Parties;
 - (b) allocate catch quantities for exploration and scientific research; and
 - (c) set aside fishing opportunities for non-Contracting Parties to this Agreement, if necessary.
4. The Meeting of Parties shall, subject to agreed rules, review quota allocations and fishing effort limitations of Contracting Parties and participation in fishing opportunities of non-Contracting Parties taking into account, *inter alia*, information on the implementation by Contracting and non-Contracting Parties of the conservation and management measures adopted by the Meeting of the Parties.

ARTICLE 7 – SUBSIDIARY BODIES

1. The Meeting of the Parties shall establish a permanent Scientific Committee, which shall meet, unless the Meeting of the Parties otherwise decides, at least once a year, and preferably prior to the Meeting of the Parties, in accordance with the following provisions:
 - (a) the functions of the Scientific Committee shall be:
 - (i) to conduct the scientific assessment of the fishery resources and the impact of fishing on the marine environment, taking into account the environmental and oceanographic characteristics of the Area, and the results of relevant scientific research;
 - (ii) to encourage and promote cooperation in scientific research in order to improve knowledge of the state of the fishery resources;
 - (iii) to provide scientific advice and recommendations to the Meeting of the Parties for the formulation of the conservation and management measures referred to in article 6(1)(d);
 - (iv) to provide scientific advice and recommendations to the Meeting of the Parties for the formulation of measures regarding the monitoring of fishing activities;
 - (v) to provide scientific advice and recommendations to the Meeting of the Parties on appropriate standards and format for fishery data collection and exchange; and
 - (vi) any other scientific function that the Meeting of the Parties may decide;

- (b) in developing advice and recommendations the Scientific Committee shall take into consideration the work of the South West Indian Ocean Fisheries Commission as well as that of other relevant research organizations and regional fisheries management organizations.
- 2. Once the measures referred to in article 6 are taken, the Meeting of the Parties shall establish a Compliance Committee, to verify the implementation of and compliance with such measures. The Compliance Committee shall meet, in conjunction with the Meeting of the Parties, as provided for in the Rules of Procedure and shall report, advise and make recommendations to the Meeting of the Parties.
- 3. The Meeting of the Parties may also establish such temporary, special or standing committees as may be required, to study and report on matters pertaining to the implementation of the objectives of this Agreement, and working groups to study, and submit recommendations on, specific technical problems.

ARTICLE 8 – DECISION MAKING

- 1. Unless otherwise provided in this Agreement, decisions of the Meeting of the Parties and its subsidiary bodies on matters of substance shall be taken by the consensus of the Contracting Parties present, where consensus means the absence of any formal objection made at the time a decision is taken. The question of whether a matter is one of substance shall be treated as a matter of substance.
- 2. Decisions on matters other than those referred to in paragraph 1 shall be taken by a simple majority of the Contracting Parties present and voting.
- 3. Decisions adopted by the Meeting of the Parties shall be binding on all Contracting Parties.

ARTICLE 9 – SECRETARIAT

The Meeting of the Parties shall decide on arrangements for the carrying out of secretariat services, or the establishment of a Secretariat, to perform the following functions:

- (a) implementing and coordinating the administrative provisions of this Agreement, including the compilation and distribution of the official report of the Meeting of the Parties;
- (b) maintaining a complete record of the proceedings of the Meeting of the Parties and its subsidiary bodies, as well as a complete archive of any other official documents pertaining to the implementation of this Agreement; and
- (c) any other function that the Meeting of the Parties may decide.

ARTICLE 10 – CONTRACTING PARTY DUTIES

1. Each Contracting Party shall, in respect of its activities within the Area:
 - (a) promptly implement this Agreement and any conservation, management and other measures or matters which may be agreed by the Meeting of the Parties;
 - (b) take appropriate measures in order to ensure the effectiveness of the measures adopted by the Meeting of the Parties;
 - (c) collect and exchange scientific, technical and statistical data with respect to the fishery resources and ensure that:
 - (i) data is collected in sufficient detail to facilitate effective stock assessment and are provided in a timely manner to fulfil the requirements set forth in the rules adopted by the Meeting of the Parties;
 - (ii) appropriate measures are taken to verify the accuracy of such data;
 - (iii) such statistical, biological and other data and information as the Meeting of the Parties may decide is provided annually; and
 - (iv) information on steps taken to implement the conservation and management measures adopted by the Meeting of the Parties is provided in a timely manner.
2. Each Contracting Party shall make available to the Meeting of the Parties a statement of implementing and compliance measures, including imposition of sanctions for any violations, it has taken in accordance with this article and, in the case of coastal States that are Contracting Parties to this Agreement, as regards the conservation and management measures they have taken for straddling stocks occurring in waters under their jurisdiction adjacent to the Area.
3. Without prejudice to the primacy of the responsibility of the flag State, each Contracting Party shall, to the greatest extent possible, take measures, or cooperate, to ensure that its nationals and fishing vessels owned or operated by its nationals fishing in the Area comply with the provisions of this Agreement and with the conservation and management measures adopted by the Meeting of the Parties.
4. Each Contracting Party shall, to the greatest extent possible, at the request of any other Contracting Party, and when provided with the relevant information, investigate any alleged serious violation within the meaning of the 1995 Agreement by its nationals, or fishing vessels owned or operated by its nationals, of the provisions of this Agreement or any conservation and management measure adopted by the Meeting of the Parties. A reply, including details of any action taken or proposed to be taken in relation to the alleged violation, shall be provided to all Contracting Parties as soon as practicable and in any case within two (2) months of such request. A report on the outcome of the investigation shall be provided to the Meeting of the Parties when the investigation is completed.

ARTICLE 11 – FLAG STATE DUTIES

1. Each Contracting Party shall take such measures as may be necessary to ensure that:
 - (a) fishing vessels flying its flag operating in the Area comply with the provisions of this Agreement and the conservation and management measures adopted by the Meeting of the Parties and that such vessels do not engage in any activity which undermines the effectiveness of such measures;
 - (b) fishing vessels flying its flag do not conduct unauthorized fishing within waters under national jurisdiction adjacent to the Area; and
 - (c) it develops and implements a satellite vessel monitoring system for fishing vessels flying its flag and fishing in the Area.
2. No Contracting Party shall allow any fishing vessel entitled to fly its flag to be used for fishing in the Area unless it has been authorised to do so by the appropriate authority or authorities of that Contracting Party.
3. Each Contracting Party shall:
 - (a) authorize the use of vessels flying its flag for fishing in waters beyond national jurisdiction only where it is able to exercise effectively its responsibilities in respect of such vessels under this Agreement and in accordance with international law;
 - (b) maintain a record of fishing vessels entitled to fly its flag and authorized to fish for the fishery resources, and ensure that, for all such vessels, such information as may be specified by the Meeting of the Parties is entered in that record. Contracting Parties shall exchange this information in accordance with such procedures as may be agreed by the Meeting of the Parties;
 - (c) in conformity with the rules determined by the Meeting of the Parties, make available to each annual Meeting of the Parties a report on its fishing activities in the Area;
 - (d) collect and share in a timely manner, complete and accurate data concerning fishing activities by vessels flying its flag operating in the area, in particular on vessel position, retained catch, discarded catch and fishing effort, where appropriate maintaining confidentiality of data as it relates to the application of relevant national legislation; and
 - (e) to the greatest extent possible, at the request of any other Contracting Party, and when provided with the relevant information, investigate any alleged serious violation within the meaning of the 1995 Agreement by fishing vessels flying its flag of the provisions of this Agreement or any conservation and management measure adopted by the Meeting of the Parties. A reply, including details of any action taken or proposed to be taken in relation to such alleged violation, shall be provided to all Contracting Parties as soon as practicable and in any case within two (2) months of such request. A report on the outcome of the investigation shall be provided to the Meeting of the Parties when the investigation is completed.

ARTICLE 12 – PORT STATE DUTIES

1. Measures taken by a port State Contracting Party in accordance with this Agreement shall take full account of the right and the duty of a port State to take measures, in accordance with international law, to promote the effectiveness of subregional, regional and global conservation and management measures. When taking such measures, a port State Contracting Party shall not discriminate in form or in fact against the fishing vessels of any State.
2. Each port State Contracting Party shall:
 - (a) in accordance with the conservation and management measures adopted by the Meeting of the Parties, *inter alia*, inspect documents, fishing gear and catch on board fishing vessels, when such vessels are voluntarily in its ports or at its offshore terminals;
 - (b) not permit landings, transshipment, or supply services in relation to fishing vessels unless they are satisfied that fish on board the vessel have been caught in a manner consistent with the conservation and management measures adopted by the Meeting of the Parties; and
 - (c) provide assistance to flag State Contracting Parties, as reasonably practical and in accordance with its national law and international law, when a fishing vessel is voluntarily in its ports or at its offshore terminals and the flag State of the vessel requests it to provide assistance in ensuring compliance with the provisions of this Agreement and with the conservation and management measures adopted by the Meeting of the Parties.
3. In the event that a port State Contracting Party considers that a vessel of another Contracting Party making use of its ports or offshore terminals has violated a provision of this Agreement or a conservation and management measure adopted by the Meeting of the Parties, it shall draw this to the attention of the flag State concerned and of the Meeting of the Parties. The port State Contracting Party shall provide the flag State and the Meeting of the Parties with full documentation of the matter, including any record of inspection.
4. Nothing in this article affects the exercise by Contracting Parties of their sovereignty over ports in their territory in accordance with international law.

ARTICLE 13 – SPECIAL REQUIREMENTS OF DEVELOPING STATES

1. The Contracting Parties shall give full recognition to the special requirements of developing States bordering the Area, in particular the least-developed among them and small island developing States, in relation to the conservation and management of fishery resources and the sustainable development of such resources.
2. The Contracting Parties recognize, in particular:

- (a) the vulnerability of developing States bordering the Area, in particular the least-developed among them and small island developing States, that are dependent on the exploitation of fishery resources, including for meeting the nutritional requirements of their populations or parts thereof;
 - (b) the need to avoid adverse impacts on, and ensure access to fisheries by, subsistence, small-scale and artisanal fishers and fishworkers; and
 - (c) the need to ensure that conservation and management measures adopted by the Meeting of the Parties do not result in transferring, directly or indirectly, a disproportionate burden of conservation action onto developing States bordering the Area, in particular the least-developed among them and small island developing States.
- 3. Cooperation by the Contracting Parties under the provisions of this Agreement and through other subregional or regional organizations involved in the management of marine living resources should include action for the purposes of:
 - (a) enhancing the ability of developing States bordering the Area, in particular the least-developed among them and small island developing States, to conserve and manage fishery resources and to develop their own fisheries for such resources; and
 - (b) assisting developing States bordering the Area, in particular the least-developed among them and small island developing States, to enable them to participate in fisheries for such resources, including facilitating access in accordance with this Agreement.
- 4. Cooperation with developing States bordering the Area, in particular the least-developed among them and small island developing States, for the purposes set out in this article should include the provision of financial assistance, assistance relating to human resources development, technical assistance, transfer of technology, and activities directed specifically towards:
 - (a) improved conservation and management of the fishery resources and of straddling stocks occurring in waters under national jurisdiction adjacent to the Area, which can include the collection, reporting, verification, exchange and analysis of fisheries data and related information;
 - (b) improved information collection and management of the impact of fishing activities on the marine environment;
 - (c) stock assessment and scientific research;
 - (d) monitoring, control, surveillance, compliance and enforcement, including training and capacity-building at the local level, development and funding of national and regional observer programmes and access to technology; and
 - (e) participation in the Meeting of the Parties and meetings of its subsidiary bodies as well as in the settlement of disputes.

ARTICLE 14 – TRANSPARENCY

1. The Contracting Parties shall promote transparency in decision making processes and other activities carried out under this Agreement.
2. Coastal States with waters under national jurisdiction adjacent to the Area that are not Contracting Parties to this Agreement shall be entitled to participate as observers in the Meeting of the Parties and meetings of its subsidiary bodies.
3. Non-Contracting Parties to this Agreement shall be entitled to participate as observers in the Meeting of the Parties and meetings of its subsidiary bodies.
4. Intergovernmental organizations concerned with matters relevant to the implementation of this Agreement, in particular the Food and Agriculture Organization of the United Nations, the South West Indian Ocean Fisheries Commission, and regional fisheries management organizations with competence over high seas waters adjacent to the Area, shall be entitled to participate as observers in the Meeting of the Parties and meetings of its subsidiary bodies.
5. Representatives from non-governmental organizations concerned with matters relevant to the implementation of this Agreement shall be afforded the opportunity to participate in the Meeting of the Parties and meetings of its subsidiary bodies as observers or otherwise as determined by the Meeting of the Parties. The Rules of Procedure of the Meeting of the Parties and its subsidiary bodies shall provide for such participation. The procedures shall not be unduly restrictive in this respect.
6. Observers shall be given timely access to pertinent information subject to the Rules of Procedure, including those concerning confidentiality requirements, which the Meeting of the Parties may adopt.

ARTICLE 15 – FISHING ENTITIES

1. After the entry into force of this Agreement any fishing entity whose vessels have fished or intend to fish for fishery resources in the Area may, by a written instrument delivered to the Chairperson of the Meeting of the Parties, in accordance with such procedures as may be established by the Meeting of the Parties, express its firm commitment to be bound by the terms of this Agreement. Such commitment shall become effective thirty (30) days from the date of receipt of the instrument. Any such fishing entity may withdraw such commitment by written notification addressed to the Chairperson of the Meeting of the Parties. Notice of withdrawal shall become effective ninety (90) days from the date of its receipt by the Chairperson of the Meeting of the Parties.
2. A fishing entity which has expressed its commitment to be bound by the terms of this Agreement may participate in the Meeting of the Parties and its subsidiary bodies, and partake in decision making, in accordance with the Rules of Procedure adopted by the Meeting of the Parties. Articles 1 to 18 and 20.2 apply, *mutatis mutandis*, to such a fishing entity.

ARTICLE 16 – COOPERATION WITH OTHER ORGANIZATIONS

The Contracting Parties, acting jointly under this Agreement, shall cooperate closely with other international fisheries and related organizations in matters of mutual interest, in particular with the South West Indian Ocean Fisheries Commission and any other regional fisheries management organization with competence over high seas waters adjacent to the Area.

ARTICLE 17 – NON-CONTRACTING PARTIES

1. Contracting Parties shall take measures consistent with this Agreement, the 1995 Agreement and international law to deter the activities of vessels flying the flags of non-Contracting Parties to this Agreement which undermine the effectiveness of conservation and management measures adopted by the Meeting of the Parties or the attainment of the objectives of this Agreement.
2. Contracting Parties shall exchange information on the activities of fishing vessels flying the flags of non-Contracting Parties to this Agreement which are engaged in fishing operations in the Area.
3. Contracting Parties shall draw the attention of any non-Contracting Party to this Agreement to any activity undertaken by its nationals or vessels flying its flag which, in the opinion of the Contracting Party, undermines the effectiveness of conservation and management measures adopted by the Meeting of the Parties or the attainment of the objectives of this Agreement.
4. Contracting Parties shall, individually or jointly, request non-Contracting Parties to this Agreement whose vessels fish in the Area to cooperate fully in the implementation of conservation and management measures adopted by the Meeting of the Parties with a view to ensuring that such measures are applied to all fishing activities in the Area. Such cooperating non-Contracting Parties to this Agreement shall enjoy benefits from participation in the fishery commensurate with their commitment to comply with, and their record of compliance with, conservation and management measures in respect of the relevant stocks of fishery resources.

ARTICLE 18 – GOOD FAITH AND ABUSE OF RIGHT

Each Contracting Party shall fulfil in good faith the obligations assumed under this Agreement and shall exercise the rights recognized in this Agreement in a manner which would not constitute an abuse of right.

ARTICLE 19 – RELATION TO OTHER AGREEMENTS

Nothing in this Agreement shall prejudice the rights and obligations of States under the 1982 Convention or the 1995 Agreement.

ARTICLE 20 – INTERPRETATION AND SETTLEMENT OF DISPUTES

1. Contracting Parties shall use their best endeavours to resolve their disputes by amicable means. At the request of any Contracting Party a dispute may be submitted for binding decision in accordance with the procedures for the settlement of disputes provided in Section II of Part XV of the 1982 Convention or, where the dispute concerns one or more straddling stocks, the procedures set out in Part VIII of the 1995 Agreement. The relevant part of the 1982 Convention and the 1995 Agreement shall apply whether or not the parties to the dispute are also parties to either of these instruments.
2. If a dispute involves a fishing entity which has expressed its commitment to be bound by the terms of this Agreement and cannot be settled by amicable means, the dispute shall, at the request of any party to the dispute, be submitted to final and binding arbitration in accordance with the relevant rules of the Permanent Court of Arbitration.

ARTICLE 21 – AMENDMENTS

1. Any Contracting Party may propose an amendment to the Agreement by providing to the Depositary the text of a proposed amendment at least sixty (60) days in advance of an ordinary Meeting of the Parties. The Depositary shall circulate a copy of this text to all other Contracting Parties promptly.
2. Amendments to the Agreement shall be adopted by consensus of all Contracting Parties.
3. Amendments to the Agreement shall enter into force ninety (90) days after all Contracting Parties which held this status at the time the amendments were approved have deposited their instruments of ratification, acceptance, or approval of such amendments with the Depositary.

ARTICLE 22 – SIGNATURE, RATIFICATION, ACCEPTANCE AND APPROVAL

1. This Agreement shall be open for signature by:
 - (a) the States and regional economic integration organization participating in the Inter-Governmental Consultation on the Southern Indian Ocean Fisheries Agreement; and
 - (b) any other State having jurisdiction over waters adjacent to the Area;and shall remain open for signature for twelve (12) months from 7 July 2006.
2. This Agreement is subject to ratification, acceptance or approval by the signatories.
3. The instruments of ratification, acceptance or approval shall be deposited with the Depositary.

ARTICLE 23 – ACCESSION

1. This Agreement shall be open for accession, after its closure for signature, by any State or regional economic integration organization referred to in article 22(1), and by any other State or regional economic integration organization interested in fishing activities in relation to the fishery resources.
2. Instruments of accession shall be deposited with the Depositary.

ARTICLE 24 – ENTRY INTO FORCE

1. This Agreement shall enter into force ninety (90) days from the date of receipt by the Depositary of the fourth instrument of ratification, acceptance or approval, at least two of which have been deposited by coastal States bordering the Area.
2. For each signatory which ratifies, accepts or approves this Agreement after its entry into force, this Agreement shall enter into force for that signatory thirty (30) days after the deposit of its instrument of ratification, acceptance or approval.
3. For each State or regional economic integration organization which accedes to this Agreement after its entry into force, this Agreement shall enter into force for that State or regional economic integration organization thirty (30) days after the deposit of its instrument of accession.

ARTICLE 25 – THE DEPOSITARY

1. The Director-General of the Food and Agriculture Organization of the United Nations shall be the Depositary of this Agreement and of any amendments thereto. The Depositary shall transmit certified copies of this Agreement to all signatories and shall register this Agreement with the Secretary-General of the United Nations pursuant to article 102 of the Charter of the United Nations.
2. The Depositary shall inform all signatories of and Contracting Parties to this Agreement of signatures and of instruments of ratification, accession, acceptance or approval deposited under articles 22 and 23 and of the date of entry into force of the Agreement under article 24.

ARTICLE 26 – WITHDRAWAL

Any Contracting Party may withdraw from this Agreement at any time after the expiration of two years from the date upon which the Agreement entered into force with respect to that Contracting Party, by giving written notice of such withdrawal to the Depositary who shall immediately inform all the Contracting Parties of such withdrawal. Notice of withdrawal shall become effective ninety (90) days from the date of its receipt by the Depositary.

ARTICLE 27 – TERMINATION

This Agreement shall be automatically terminated if and when, as the result of withdrawals, the number of Contracting Parties drops below three.

ARTICLE 28 – RESERVATIONS

1. Ratification, acceptance or approval of this Agreement may be made subject to reservations which shall become effective only upon unanimous acceptance by all Contracting Parties to this Agreement. The Depositary shall notify forthwith all Contracting Parties of any reservation. Contracting Parties not having replied within three (3) months from the date of 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 Contracting Party to this Agreement.
2. Nothing in paragraph 1 shall prevent a State or a regional economic integration organization on behalf of a State from making a reservation with regard to membership acquired through territories and surrounding maritime areas over which the State asserts its rights to exercise sovereignty or territorial and maritime jurisdiction.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, having been duly authorized by their respective Governments, have signed this Agreement.

DONE in Rome on this Seventh day of July 2006 in English and French, both texts being equally authoritative.