



**Food and Agriculture
Organization of the
United Nations**



**General Fisheries Commission
for the Mediterranean
Commission générale des pêches
pour la Méditerranée**

Basic texts of the General Fisheries Commission for the Mediterranean of the FAO

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Foreword

The basic texts of the General Fisheries Commission for the Mediterranean (GFCM) of the Food and Agriculture Organization are the institutional instruments that define its mandate, vision, functions and strategy. They include the Agreement for the establishment of the General Fisheries Commission for the Mediterranean as well as its rules of procedures and financial regulations.

Since its creation as a Council in 1949, the GFCM has amended its basic texts several times. The agreement, in particular, underwent four amendments: in 1963, 1976, 1997 and, lastly, in 2014. The rules of procedure and the financial regulations were last amended in 2015.

The current version of the basic texts is the result of a process initiated in 2007, when the twenty-seventh session of the FAO Committee on Fisheries agreed that a performance review be undertaken by all regional fisheries management organizations with a view to strengthening their role and enhancing their performance. This need stemmed from the increasing responsibilities, obligations and importance of regional fisheries management organizations. Accordingly, the GFCM launched, in 2009, a performance review over a three-year period of consultations. This work led to a fully-fledged amendment process which resulted in the adoption, by consensus, of the fourth amendment to the Agreement for the establishment of the General Fisheries Commission for the Mediterranean, at the thirty-eighth annual session of the Commission on 20 May 2014.

The basic texts of the GFCM can be considered a blueprint for the promotion of the sustainable use and conservation of living marine resources in an economically, socially and environmentally responsible manner in the Mediterranean and the Black Sea, in line with FAO's efforts towards food security and taking into account the principles enshrined in the FAO Code of Conduct for Responsible Fisheries and the FAO Blue Growth Initiative.

PART 1

The agreement

Preamble

The Contracting Parties,

Recalling international law as reflected in relevant provisions of the United Nations Convention on the Law of the Sea of 10 December 1982,

Further recalling the Agreement for the Implementation of the Provisions of the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 4 December 1995, the Agreement to promote Compliance with International Conservation and Management Measures by Fishing Vessels on the High Seas of 24 November 1993, as well as other relevant international instruments concerning the conservation and management of living marine resources,

Taking into account the Code of Conduct for Responsible Fisheries adopted by the Food and Agriculture Organization Conference at its Twenty-eighth Session on 31 October 1995, and related instruments adopted by the Food and Agriculture Organization Conference,

Having a mutual interest in the development and the proper utilization of the living marine resources in the Mediterranean and the Black Sea (hereafter referred to as the "area of application"),

Acknowledging the specificities of the different subregions in the area of application,

Determined to ensure the long-term conservation and sustainable use of living marine resources and marine ecosystems in the area of application,

Recognizing the economic, social and nutritional benefits deriving from the sustainable use of living marine resources in the area of application,

Further recognizing that, under international law, States are required to cooperate in the conservation and management of living marine resources and the protection of their ecosystems,

Affirming that responsible aquaculture reduces stress on living marine resources and plays an important role in the promotion and better use of aquatic living resources, including food security,

Conscious of the need to avoid adverse impacts on the marine environment, preserve biodiversity and minimize the risk of long-term or irreversible effects of the use and exploitation of living marine resources,

Mindful that effective conservation and management must be based on the best scientific information available and on the application of the precautionary approach,

Aware of the importance of coastal fishing communities and of the need to involve fishers, relevant professional organizations and civil society organizations in decision-making processes,

Determined to cooperate effectively and take action to prevent, deter and eliminate illegal, unreported and unregulated fishing,

Recognizing the special requirements of developing States to assist them to participate effectively in the conservation, management and farming of living marine resources,

Convinced that the conservation and sustainable use of the living marine resources in the area of application and the protection of the marine ecosystems in which those resources occur plays a major role in the context of blue growth and sustainable development,

Recognizing the need to establish for these purposes the General Fisheries Commission for the Mediterranean (whose acronym shall be "GFCM") within the framework of the Food and Agriculture Organization of the United Nations, under Article XIV of its Constitution,

Have agreed as follows:

Article 1: Use of terms

For the purposes of this Agreement:

- a. "1982 Convention" means the United Nations Convention on the Law of the Sea 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. "aquaculture" means the farming of aquatic living resources;
- d. "Contracting Party" means any State and regional economic integration organization comprising the Commission pursuant to Article 4;
- e. "Cooperating non-Contracting Party" means a Member or Associate Member of the Organization and such non-member States as are members of the United Nations or any of its specialized agencies not formally associated as a Contracting Party with the Commission which abides by measures referred to in Article 8(b);
- f. "fishing" means searching for, attracting, locating, catching, taking or harvesting of living marine resources or any activity which can reasonably be expected to result in attracting, locating, catching, taking or harvesting of living marine resources;
- g. "fishing capacity" means the maximum amount of fish that could be taken in a fishery or by a single fishing unit (e.g. a fisher, community, vessel or fleet) over a period of time (e.g. season, year), given the biomass and age structure of the fish stock and the present state of the technology, in the absence of any regulated catch limitations and if the means available are fully used;
- h. "fishing effort" means the amount of fishing gear of a specific type used on the fishing grounds over a given unit of time (e.g. hours trawled per day, number of hooks set per day or number of hauls of a beach seine per day); when two or more kinds of gear are used, the respective efforts must be adjusted to some standard type before being added;

- i. "fishing related activities" means any operation in support of, or in preparation for fishing activities, including landing, packaging, processing, transshipping or transporting of fish, as well as provisioning of personnel, fuel, gear and other supplies;
- j. "illegal, unreported and unregulated fishing" refers to the activities set out in paragraph 3 of the 2001 FAO International Plan of Action to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing;
- k. "maximum sustainable yield" means the highest theoretical equilibrium yield that can be continuously taken (on average) from a stock under existing (average) environmental conditions without affecting the reproduction process;
- l. "straddling stocks" means stocks which occur both within the exclusive economic zones and in areas beyond and adjacent to the exclusive economic zones; and
- m. "vessel" means any vessel, ship of another type or boat used for, equipped to be used for, or intended to be used for fishing or fishing related activities.

Article 2: Objective

1. The Contracting Parties hereby establish within the framework of the Constitution of the Food and Agriculture Organization (hereinafter referred to as "the Organization") a Commission to be known as the General Fisheries Commission for the Mediterranean (hereinafter referred to as "the Commission"), for the purpose of exercising the functions and discharging the responsibilities set out in this Agreement.
2. The objective of the Agreement is to ensure the conservation and sustainable use, at the biological, social, economic and environmental level, of living marine resources, as well as the sustainable development of aquaculture in the area of application.
3. The headquarters of the Commission shall be in Rome, Italy.

Article 3: Area of application

1. The geographical area of application of this Agreement comprises all marine waters of the Mediterranean Sea and the Black Sea.

2. Nothing in this Agreement, nor any act or activity carried out in pursuance of this Agreement, shall constitute recognition of claims or positions of any Contracting Party concerning legal status and extent of waters and zones by any such Contracting Party.

Article 4: Membership

1. Membership in the Commission shall be open to Members and Associate Members of the Organization and such non-member States as are members of the United Nations or any of its specialized agencies,
 - a) that are:
 - i) coastal States or Associate Members situated wholly or partly within the area of application;
 - ii) States or Associate Members whose vessels engage in fishing, or intend to conduct fishing, in the area of application for stocks covered by this Agreement; or
 - iii) regional economic integration organizations of which any State referred to in subparagraphs (i), or (ii) above is a member and to which that State has transferred competence over matters within the purview of this Agreement;
 - b) and that accept this Agreement in accordance with the provisions of Article 23 below.
2. For the purposes of this Agreement, the term "whose vessels" in relation to a Contracting Party regional economic integration organization means the vessels of a Member State of such Contracting Party regional economic integration organization.

Article 5: General principles

In giving effect to the objective of this Agreement, the Commission shall:

- a) adopt recommendations on conservation and management measures aimed at ensuring the long-term sustainability of fishing activities, in order to preserve the marine living resources, the economic and social viability of fisheries and aquaculture; in adopting such recommendations, the Commission shall give particular attention to measures to prevent overfishing and minimize discards. The Commission shall also pay particular attention to the potential impacts on small-scale fisheries and local communities;

- b) formulate, in accordance with Article 8(b), appropriate measures based on the best scientific advice available, taking into account relevant environmental, economic and social factors;
- c) apply the precautionary approach in accordance with the 1995 Agreement and the Code of Conduct for Responsible Fisheries;
- d) consider aquaculture, including culture-based fisheries, as a means to promote the diversification of income and diet and, in so doing, ensure that living marine resources are used responsibly, that genetic diversity is conserved and adverse impacts on the environment and local communities are minimized;
- e) foster, as appropriate, a subregional approach to fisheries management and aquaculture development in order to better address the specificities of the Mediterranean and the Black Sea;
- f) take the appropriate measures to ensure compliance with its recommendations to deter and eradicate illegal, unreported and unregulated fishing activities;
- g) promote transparency in its decision-making processes and other activities; and
- h) carry out such other relevant activities as may be necessary for the Commission to achieve its principles as defined above.

Article 6: The Commission

1. Each Contracting Party shall be represented at sessions of the Commission by one delegate, who may be accompanied by an alternate and by experts and advisers. Participation in meetings of the Commission by alternates, experts, and advisers shall not entail the right to vote, except in the case of an alternate who is acting in the place of a delegate during his absence.
2. Subject to paragraph 3, each Contracting Party shall have one vote. Decisions of the Commission shall be taken by a majority of the votes cast, except as otherwise provided by this Agreement. A majority of the total membership of the Commission shall constitute a quorum.
3. A regional economic integration organization that is a Contracting Party to the Commission shall be entitled to exercise, in any meeting of the Commission or of any subsidiary body of the Commission, a number of votes equal to the number of its Member States that are entitled to vote in such meeting.

4. A regional economic integration organization that is a Contracting Party to the Commission shall exercise its membership rights on an alternative basis with its Member States that are Contracting Parties to the Commission in the areas of their respective competence. Whenever a regional economic integration organization that is a Contracting Party to the Commission exercises its right to vote, its Member States shall not exercise theirs, and conversely.
5. Any Contracting Party to the Commission may request a regional economic integration organization that is a Contracting Party to the Commission or its Member States that are Contracting Parties to the Commission to provide information as to which, as between the Contracting Party regional economic integration organization and its Member States, has competence in respect of any specific question. The regional economic integration organization or the Member States concerned shall provide this information on such request.
6. Before any meeting of the Commission or a subsidiary body of the Commission, a regional economic integration organization that is a Contracting Party to the Commission, or its Member States that are Contracting Parties to the Commission shall indicate which, as between the regional economic integration organization and its Member States, has competence in respect to any specific question to be considered in the meeting and which, as between the regional economic integration organization and its Member States, shall exercise the right to vote in respect of each particular agenda item. Nothing in this paragraph shall prevent a regional economic integration organization that is a Contracting Party to the Commission or its Member States that are Contracting Parties to the Commission from making a single declaration for the purposes of this paragraph, which declaration shall remain in force for questions and agenda items to be considered at all subsequent meetings subject to such exceptions or modifications as may be indicated before any individual meeting.
7. In cases where an agenda item covers both matters in respect of which competence has been transferred to the regional economic integration organization and matters which lie within the competence of its Member States, both the regional economic integration organization and its Member States may participate in the discussions. In such cases the meeting, in arriving at its decisions, shall take into account only the intervention of the Contracting Party which has the right to vote.

8. For the purpose of determining a quorum of any meeting of the Commission, the delegation of a regional economic integration organization that is a Contracting Party to the Commission shall be counted to the extent that it is entitled to vote in the meeting in respect of which the quorum is sought.
9. The principle of cost-effectiveness shall apply to the frequency, duration and scheduling of sessions and other meetings and activities held under the auspices of the Commission.

Article 7: The Bureau

The Commission shall elect a Chairperson and two Vice-Chairpersons by a two-third majority. The three shall constitute the Bureau of the Commission which will operate in accordance with the terms of reference set out in the Rules of Procedure.

Article 8: Functions of the Commission

In accordance with its objectives and general principles, the Commission shall exercise the following functions:

- a) regularly review and assess the state of living marine resources;
- b) formulate and recommend, in accordance with the provisions of Article 13, appropriate measures, including:
 - i) for the conservation and management of living marine resources found in the area of application;
 - ii) to minimize impacts for fishing activities on living marine resources and their ecosystems;
 - iii) to adopt multiannual management plans applied in the totality of the relevant subregions based on an ecosystem approach to fisheries to guarantee the maintenance of stocks above levels which can produce maximum sustainable yield, and consistent with actions already taken at the national level;
 - iv) to establish fisheries restricted areas for the protection of vulnerable marine ecosystems, including but not limited to nursery and spawning areas, in addition to or to complement similar measures that may already be included in management plans;
 - v) to ensure, if possible through electronic means, the collection, submission, verification, storing and dissemination of data and information, consistent with relevant data confidentiality policies and requirements;

- vi) to take action to prevent, deter and eliminate illegal, unreported and unregulated fishing, including mechanisms for effective monitoring, control and surveillance;
 - vii) to resolve situations of non-compliance, including through an appropriate system of measures. The Commission shall define this system of measures and the way to implement them in its Rules of Procedure;
- c) promote the sustainable development of aquaculture;
 - d) regularly review the socioeconomic aspects of the fishing industry, including by obtaining and evaluating economic and other data and information relevant to the work of the Commission;
 - e) promote the development of institutional capacity and human resources, particularly through education, training and vocational activities in areas of competence of the Commission;
 - f) enhance communication and consultation with civil society concerned with aquaculture and fishing;
 - g) encourage, recommend, coordinate and, undertake research and development activities, including cooperative projects in the areas of fisheries and the protection of living marine resources;
 - h) adopt and amend, by a two-thirds majority of its membership, its Rules of Procedure and Financial Regulations and such other internal administrative regulations as may be necessary to carry out its functions;
 - i) approve its budget and programme of work and exercise any other function as may be necessary for achieving the objective of this Agreement.

Article 9: Subsidiary bodies of the Commission

1. The Commission may establish, as necessary, temporary, special or standing subsidiary bodies to study and report on matters pertaining to the purposes of the Commission and working parties to study and recommend on specific technical problems. The mandate of established subsidiary bodies shall be set out in the Rules of Procedure taking in consideration the need for a subregional approach. The Commission may also establish specific mechanisms for the Black Sea region which will endeavour to ensure a full participation of all riparian States, in accordance with their status within the Commission, to fisheries management related decisions.

2. The subsidiary bodies and working parties referred to in paragraph 1 above shall be convened by the Chairperson of the Commission at such times and places as are determined by the Chairperson in consultation with the Director-General of the Organization, as appropriate.
3. The establishment by the Commission of subsidiary bodies and working parties referred to in paragraph 1 above shall be subject to the availability of necessary funds and, before taking any decision involving expenditure, the Commission shall have before it a report from the Executive Secretary on administrative and financial implications.
4. Each Contracting Party shall be entitled to appoint one representative to any subsidiary body and working party, who at sessions may be accompanied by alternates, experts and advisers.
5. Contracting Parties shall provide available information relevant to the functioning of each subsidiary body and working party in such a way as to enable them to fulfil their responsibilities.

Article 10: The Secretariat

1. The Secretariat shall be composed of the Executive Secretary and such staff serving the Commission. The Executive Secretary and the staff of the Secretariat shall be appointed and governed in accordance with the terms, conditions and procedures laid down in the Administrative Manual, Staff Regulations and Staff Rules of the Organization, as generally applicable to other staff members of the Organization.
2. The Executive Secretary of the Commission shall be appointed by the Director-General with the approval of the Commission, or in the event of appointment between regular sessions of the Commission, with the approval of the Contracting Parties.
3. The Executive Secretary shall be responsible for monitoring the implementation of the policies and activities of the Commission and shall report thereon to the Commission, according to the terms of reference set out in the Rules of Procedure. The Executive Secretary shall also act as Executive Secretary to other subsidiary bodies established by the Commission, as required.

Article 11: Financial arrangements

1. At each regular session, the Commission shall adopt its autonomous budget for three years, which may be reviewed on a yearly basis at the regular session. The budget will be adopted by consensus of its Contracting Parties, provided however that if, after every effort has been made, a consensus cannot be reached in the course of that session, the matter will be put to a vote and the budget shall be adopted by a two-thirds majority of its Contracting Parties.
2. Each Contracting Party shall undertake to contribute annually its share of the autonomous budget based on the scale of contributions determined in accordance with a scheme which the Commission shall adopt or amend by consensus. The scheme shall be set out in the Financial Regulations.
3. Any non-member of the Organization that becomes a Contracting Party shall be required to make such contribution towards the expenses incurred by the Organization with respect to the activities of the Commission as the Commission may determine.
4. Contributions shall be payable in freely convertible currencies unless otherwise determined by the Commission with the concurrence of the Director-General of the Organization.
5. The Commission may accept donations and other forms of assistance from organizations, individuals and other sources for purposes connected with the fulfilment of any of its functions. The Commission may also accept voluntary contributions generally or in connection with specific projects or activities of the Commission which shall be executed by the Secretariat. Voluntary contributions, donations and other forms of assistance received shall be paid into a trust fund to be established and administrated by the Organization in conformity with the Financial Regulations and Rules of the Organization.
6. A Contracting Party which is in arrears in the payment of its financial contributions to the Commission shall have no vote in the Commission if the amount of its arrears equals or exceeds the amount of the contributions due from it for the two preceding calendar years. The Commission may, nevertheless, permit such a Contracting Party to vote if it is satisfied that the failure to pay was due to conditions beyond the control of the Contracting Party but in no case shall it extend the right to vote beyond a further two calendar years.

Article 12: Expenses

1. The expenses of the Secretariat, including publications and communications and the expenses incurred by the Chairperson and Vice-Chairpersons of the Commission, when performing duties on behalf of the Commission between sessions of the Commission, shall be determined and paid from the budget of the Commission.
2. The expenses of research and development projects undertaken by individual Contracting Parties, whether independently or upon recommendation of the Commission, shall be determined and paid by the Contracting Parties concerned.
3. The expenses incurred in connection with cooperative research or development projects undertaken, unless otherwise available, shall be determined and paid by the Contracting Parties in the form and proportion to which they shall mutually agree.
4. The expenses of experts invited to attend meetings of the Commission and its subsidiary bodies in their individual capacity shall be borne by the budget of the Commission.
5. The expenses of the Commission shall be paid out of its autonomous budget except those relating to such staff and facilities as can be made available by the Organization. The expenses to be borne by the Organization shall be determined and paid within the limits of the biennial budget prepared by the Director-General and approved by the Conference of the Organization in accordance with the Financial Regulations and Rules of the Organization.
6. Expenses incurred by delegates, their alternates, experts and advisers when attending, as government representatives, sessions of the Commission and its subsidiary bodies, as well as the expenses incurred by observers at sessions, shall be borne by the respective governments or organizations. In recognition of the special requirements of developing States Contracting Parties, according to Article 17 and subject to the availability of funds, the expenses could be borne by the budget of the Commission.

Article 13: Decision making

1. The recommendations referred to in Article 8(b), shall be adopted by a two-thirds majority of the Contracting Parties of the Commission present and voting. The text of such recommendations shall be communicated

by the Executive Secretary to each Contracting Party, cooperating non-Contracting Party and relevant non-Contracting Party.

2. Subject to the provisions of this Article, the Contracting Parties of the Commission undertake to give effect to any recommendations adopted under Article 8(b), from the date determined by the Commission, which shall not be before the period for objection provided for in this Article has elapsed.
3. Any Contracting Party of the Commission may, within one hundred and twenty days from the date of notification of a recommendation, object to it and, in that event, shall not be under obligation to give effect to that recommendation. The objection should include a written explanation of reasons for objecting, and where appropriate, proposals for alternative measures. In the event of an objection being made within the one hundred and twenty days period, any other Contracting Party may similarly object at any time within a further period of sixty days. A Contracting Party may also, at any time, withdraw its objection and give effect to a recommendation.
4. If objections to a recommendation are made by more than one-third of the Contracting Parties of the Commission, the other Contracting Parties shall be relieved forthwith of any obligation to give effect to that recommendation; nevertheless any or all of them may agree among themselves to give effect to it.
5. The Executive Secretary shall promptly notify each Contracting Party immediately upon receipt of each objection or withdrawal of objection.
6. In exceptional circumstances, when required by a Contracting Party as determined by the Executive Secretary in consultation with the Chairperson, if urgent matters require Contracting Parties to take decisions between sessions of the Commission any rapid means of communication, including electronic means of communication, may be used for decision-making with respect to procedural and administrative matters of the Commission only, including any of its subsidiary bodies, other than matters relating to the interpretation of and the adoption of amendments to the Agreement or its Rules of Procedure.

Article 14: Obligations relating to the implementation of decisions by the Contracting Parties

1. Subject to the provisions of this Article, the Contracting Parties of the Commission undertake to give effect to any recommendations made by the Commission under Article 8(b), from the date determined by the Commission, which shall not be before the period for objection provided for in Article 13 has elapsed.
2. Each Contracting Party shall transpose, as appropriate, adopted recommendations into national laws, regulations or appropriate legal instruments of the regional economic integration organization. They shall report annually to the Commission indicating how they have implemented and/or transposed the recommendations, including providing such relevant legislative documents in connection with these recommendations as may be required by the Commission and information on the monitoring and control of their fisheries. The Commission shall use this information to assess whether the recommendations are uniformly implemented.
3. Each Contracting Party shall take measures and cooperate to ensure that their duties as flag States and port States are fulfilled in accordance with relevant international instruments to which it is a party and with recommendations adopted by the Commission.
4. The Commission, through a process leading to the identification of cases of non-compliance, will address Contracting Parties which fail to comply with recommendations adopted by the Commission with a view to resolving situations of non-compliance.
5. The Commission shall define through its Rules of Procedure appropriate measures which may be taken by the Commission when Contracting Parties are identified as being in prolonged and unjustified non-compliance with its recommendations.

Article 15: Observers

1. In accordance with the Rules of the Organization, the Commission may invite or, upon their request, allow in observer capacity regional or international governmental organizations and regional or international or other non-governmental organizations, including from the private sector, which have interests and objectives common with those of the Commission or whose activities are pertinent to the work of the Commission or its subsidiary bodies.

2. Any Member or Associate Member of the Organization that is not a Contracting Party may, upon its request, be invited as an observer at sessions of the Commission and its subsidiary bodies. It may submit memoranda and participate without vote in discussions.

Article 16: Cooperation with other organizations and institutions

1. The Commission shall cooperate with other international organizations and institutions in matters of mutual interest.
2. The Commission shall seek to make suitable arrangements for consultation, cooperation and collaboration with other relevant organizations and institutions, including entering into memoranda of understanding and partnership agreements.

Article 17: Recognition of the special requirements of developing States Contracting Parties

1. The Commission shall give full recognition to the special requirements of developing States Contracting Parties to this Agreement, in accordance with relevant provisions in the 1995 Agreement.
2. The Contracting Parties may cooperate, either directly or through the Commission, for the purposes set out in this Agreement and provide assistance for identified needs.

Article 18: Non-Contracting Parties

1. The Commission, through the Secretariat, may invite non-Contracting Parties whose vessels engage in fishing in the area of application, with particular reference to coastal States, to cooperate fully in the implementation of its recommendations, including by becoming cooperating non-Contracting Parties. The Commission may accept by consensus of its Contracting Parties any application for granting cooperating non-Contracting Party status provided however that if, after every effort has been made, a consensus cannot be reached, the matter will be put to a vote and the cooperating non-Contracting Party status will be granted by a two-thirds majority of its Contracting Parties.
2. The Commission, through the Secretariat, shall exchange information with respect to vessels engaged in fishing or fishing related activities in the Agreement area that are flying the flags of non-Contracting Parties to this Agreement and identify and address, as appropriate, including through

the application of sanctions, consistent with international law, which shall be defined in the Rules of Procedure, cases of activities by non-Contracting Parties adversely affecting the objective of the Agreement. Sanctions may include non-discriminatory market-related measures.

3. The Commission shall take measures, consistent with international law and with this Agreement, to deter the activities of such vessels which undermine the effectiveness of applicable recommendations, and shall regularly report on any action taken in response to fishing or fishing related activities in the Agreement area by non-Contracting Parties.
4. The Commission shall draw the attention of any non-Contracting Parties to any activity which, in the opinion of any Contracting Party, negatively affects the implementation of the objective of the Agreement.

Article 19: Settlement of disputes on the interpretation and application of the Agreement

1. In the event of a dispute between two or more of Contracting Parties concerning the interpretation or application of this Agreement, the Parties concerned shall consult among each other with a view to seeking solutions by negotiation, mediation, inquiry or any other peaceful means of their own choice.
2. If the parties concerned cannot reach agreement in accordance with paragraph 19.1, they may jointly refer the matter to a committee composed of one representative appointed by each of the party of the dispute, and in addition the Chairperson of the Commission. The findings by such committee, while not binding in character, shall constitute the basis for renewed consideration by the Contracting Parties concerned of the matter out of which disagreement arose.
3. Any dispute concerning the interpretation or application of this Agreement not resolved under paragraphs 19.1 and 19.2 may, with the consent in each case of all parties to the dispute, be referred for settlement to arbitration. The results of the arbitration procedure shall be binding upon the parties.
4. In cases where the dispute is referred to arbitration, the arbitral tribunal shall be constituted as provided in the Annex to this Agreement. The Annex forms an integral part of this Agreement.

Article 20: Relationship with other agreements

References in this Agreement to the 1982 Convention or to other international agreements do not prejudice the position of any State with respect to signature, ratification, or accession to the 1982 Convention or with respect to other agreements, nor the rights, jurisdiction and duties of Contracting Parties under the 1982 Convention or the 1995 Agreement.

Article 21: Official languages of the Commission

The official languages of the Commission shall be such official languages of the Organization as the Commission itself may decide. The delegations may use any one of these languages at sessions and for their reports and communications. The use of official languages for simultaneous interpretation and translation of documents in the statutory sessions of the Commission shall be specified in the Rules of Procedure.

Article 22: Amendments

1. The Commission may amend this Agreement by a two-thirds majority of all the Contracting Parties. Subject to paragraph 2 below, amendments shall come into force as from the date of their adoption by the Commission.
2. Amendments involving new obligations for Contracting Parties shall come into force after acceptance by two-thirds of the Contracting Parties and with respect to each Contracting Party only on acceptance of it by that Contracting Party. The instruments of acceptance of amendments involving new obligations shall be deposited with the Director-General of the Organization, who shall inform all the Members of the Organization, as well as the Secretary-General of the United Nations, of the receipt of acceptance and the entry into force of such amendments. The rights and obligations of any Contracting Party that has not accepted an amendment involving additional obligations shall continue to be governed by the provisions of this Agreement as they stood prior to the amendment.
3. Amendments to this Agreement shall be reported to the Council of the Organization which shall have the power to disallow any amendment which it finds to be inconsistent with the objectives and purposes of the Organization or the provisions of the Constitution of the Organization. If the Council of the Organization considers it desirable, it may refer the amendment to the Conference of the Organization which shall have the same power.

Article 23: Acceptance

1. This Agreement shall be open to acceptance by Members or Associate Members of the Organization.
2. The Commission may, by a two-thirds majority of its membership, admit to membership such other States that are members of the United Nations, or any of its specialized as have submitted an application for membership and a declaration made in a formal instrument that they accept this Agreement as in force at the time of admission.
3. Participation in the activities of the Commission by Contracting Parties which are not Members or Associate Members of the Organization shall be contingent upon the assumption of such proportionate share in the expenses of the Secretariat as may be determined in the light of the relevant provisions of the Financial Regulations and Rules of the Organization.
4. Acceptance of this Agreement by any Member or Associate Member of the Organization shall be effected by the deposit of an instrument of acceptance with the Director-General of the Organization and shall take effect on receipt of such instrument by the Director-General.
5. Acceptance of this Agreement by non-members of the Organization shall be effected by the deposit of an instrument of acceptance with the Director-General of the Organization. Membership shall become effective on the date on which the Commission approves the application for membership, in conformity with the provisions of paragraph 2 of this Article.
6. The Director-General of the Organization shall inform all Contracting Parties of the Commission, all Members of the Organization and the Secretary-General of the United Nations of all acceptances that have become effective.
7. Acceptance of this Agreement by non-Contracting Parties may be made subject to reservations which shall become effective only upon approval by two thirds of the Contracting Parties. Contracting Parties whose relevant competent authorities have not replied within three months from the date of the notification shall be deemed to have accepted the reservation. Failing such approval, the nation or regional economic integration organization making the reservation shall not become a party to this Agreement. The Director-General of the Organization shall notify forthwith all Contracting Parties of any reservations.

Article 24: Entry into force

This Agreement shall enter into force as from the date of receipt of the fifth instrument of acceptance.

Article 25: Reservations

1. Acceptance of this Agreement may be made subject to reservations, which shall not be incompatible with the objectives of the Agreement and shall be made in accordance with the general rules of public international law as reflected in the provisions of Part II, Section 2 of the Vienna Convention on the Law of Treaties of 1969.
2. The Commission shall regularly assess if a reservation may create issues of non-compliance with the recommendations adopted under Article 8(b) and may consider appropriate measures, as foreseen in its Rules of Procedures.

Article 26: Withdrawal

1. Any Contracting Party may withdraw from this Agreement at any time after the expiration of two years from the date upon which the Agreement entered into force with respect to that Contracting Party, by giving written notice of such withdrawal to the Director-General of the Organization, who shall immediately inform all the Contracting Parties and the Members of the Organization of such withdrawal. Notice of withdrawal shall become effective three months from the date of its receipt by the Director-General of the Organization.
2. A Contracting Party may give notice of withdrawal with respect to one or more of the territories for the international relations of which it is responsible. When a Contracting Party gives notice of its own withdrawal from the Commission it shall state to which territory or territories the withdrawal is to apply. In the absence of such a declaration, the withdrawal shall be deemed to apply to all the territories for the international relations of which the Contracting Party is responsible, with the exception of Associate Members.
3. Any Contracting Party that gives notice of withdrawal from the Organization shall be deemed to have simultaneously withdrawn from the Commission, and this withdrawal shall be deemed to apply to all the territories for the international relations of which the Contracting Party concerned is responsible, except that such withdrawal shall not be deemed to apply to an Associate Member.

Article 27: Termination

This Agreement shall be automatically terminated if and when, as the result of withdrawals, the number of Contracting Parties drops below five, unless the remaining Contracting Parties unanimously decide otherwise.

Article 28: Certification and registration

The text of this Agreement was originally formulated at Rome on the 24th day of September one thousand nine hundred and forty-nine in the French language. Two copies in the Arabic, English, French and Spanish languages of this Agreement and of any amendments to this Agreement shall be certified by the Chairperson of the Commission and by the Director-General of the Organization. One of these copies shall be deposited in the archives of the Organization. The other copy shall be transmitted to the Secretary-General of the United Nations for registration. In addition, the Director-General shall certify copies of this Agreement and transmit one copy to each member of the Organization and to such non-member of the Organization that are or may become Contracting Parties to this Agreement.

Annex

Arbitral tribunal

1. The arbitral tribunal referred to in paragraph 4 of Article 19 shall be composed of three arbitrators who shall be appointed as follows:
 - a) The Contracting Party commencing proceedings shall communicate the name of an arbitrator to the other Contracting Party which, in turn, within a period of forty days following such notification, shall communicate the name of the second arbitrator. In disputes between more than two Contracting Parties, parties to the dispute with the same interest shall appoint one arbitrator jointly by agreement. The Contracting Parties shall, within a period of sixty days following the appointment of the second arbitrator, appoint the third arbitrator, who shall not be a national of either Contracting Party and shall not be of the same nationality as either of the first two arbitrators. The third arbitrator shall preside over the tribunal;
 - b) If the second arbitrator has not been appointed within the prescribed period, or if the Contracting Parties have not reached agreement within the prescribed period on the appointment of the third arbitrator, that arbitrator shall be appointed, at the request of either Contracting Party, by the Director-General of the Organization within two months from the date of receipt of the request.
2. The arbitral tribunal shall decide where its headquarters will be located and shall adopt its own rules of procedure.
3. The arbitral tribunal shall render its decisions in accordance with the provisions of this Agreement and international law.
4. The award of the arbitral tribunal shall be made by a majority of its members, who may not abstain from voting.
5. Any Contracting Party which is not a Party to the dispute may intervene in the proceedings with the consent of the arbitral tribunal.

6. The award of the arbitral tribunal shall be final and binding on Contracting Parties to the dispute and on any Contracting Party which intervenes in the proceedings and shall be complied with without delay. The arbitral tribunal shall interpret the award at the request of one of the Contracting Parties to the dispute or of any intervening Contracting Party.
7. Unless the arbitral tribunal determines otherwise because of the particular circumstances of the case, the expenses of the tribunal, including the remuneration of its members, shall be borne by the Contracting Parties to the dispute in equal shares.

PART 2

Rules of procedure

Rules of Procedure of the General Fisheries Commission for the Mediterranean

Rule I – Definitions

1. For the purpose of these Rules, the terms shall have the same meaning as those used in the Agreement, and in addition the following definitions apply:

Agreement: The Agreement for the establishment of the General Fisheries Commission for the Mediterranean;

Bureau: The Bureau established in accordance with Article 7 of the Agreement;

Commission: The General Fisheries Commission for the Mediterranean;

Chairperson: The Chairperson of the Commission;

Conference: The Conference of the Organization;

Council: The Council of the Organization;

Delegate: The representative of a Contracting Party as specified in Article 6 of the Agreement;

Delegation: The delegate and his/her alternate, experts and advisers;

Director-General: The Director-General of the Organization;

Executive Secretary: The Executive Secretary of the Commission appointed in accordance with Article 10 of the Agreement;

Headquarters: The headquarters of the Commission under Article 2 of the Agreement;

Observer: any Member Nation of the Organization which is not a Contracting Party and any international governmental organization or non-governmental organization attending sessions of the Commission or its subsidiary bodies in accordance with Article 15 of the Agreement;

Organization: the Food and Agriculture Organization of the United Nations;

Vice-Chairpersons: The Vice-Chairpersons of the Commission.

Rule II – Sessions of the Commission and its subsidiary bodies

1. The Commission shall, at each regular session, decide the time and place of the next session in accordance with the requirements of the Commission's programmes and the terms of the invitation of the Contracting Party in which the session is to be held, as appropriate, and in consultation with the Director-General.
2. The Chairperson may convene an extraordinary session of the Commission:
 - a) upon request of the Commission; or
 - b) upon request of the Bureau with the approval of the majority of the Contracting Parties;
 - c) upon request of a Contracting Party, with the approval of the majority of the Contracting Parties.
3. Sessions of the Commission may be held at the headquarters of the Commission, of the Organization or at an agreed location in a country which is a Contracting Party.
4. Invitations to a regular session of the Commission shall be issued by the Executive Secretary on behalf of the Chairperson and sent to Contracting Parties, Cooperating-non Contracting Parties and observers, not less than sixty days in advance of the date fixed for the opening of the session. Invitations to extraordinary sessions shall be issued not less than forty days in advance of the date fixed for the opening of the session. In the invitations, specific reference shall be made to the provisions in paragraph 6, as appropriate.
5. The same provisions in the Agreement and in these Rules governing the sessions of the Commission shall govern, *mutatis mutandis*, the sessions of the established subsidiary bodies.
6. For a session of the Commission or any of its subsidiary bodies to be held in a given country, said country must:
 - (a) have ratified without reservation the "Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations", in view of facilitating the issuance of visas to all delegates, representatives, experts, observers or other persons entitled to attend said session, or
 - (b) have given the assurance that all delegates, representatives, experts, observers, or other persons entitled to attend said session in accordance with the terms of the Agreement or these Rules, will

enjoy the privileges and immunities necessary for the independent exercise of their functions in connection with the session. In this case an agreement between the Organization and the hosting country shall be entered into.

In both cases the Executive Secretary shall have the mandate to define all logistics and related technical aspects that are instrumental to the organization of the session with the hosting country.

Rule III – Registrations and credentials

1. The Executive Secretary shall make arrangements for the registration of delegates and observers, including by establishing a standard format to that effect. The Executive Secretary shall report to the Commission on the registration of delegates and observers, as may be required.
2. At each session, the Executive Secretary shall receive the credentials of delegations and observers. Such credentials shall conform to the standard form set by the Executive Secretary. Upon examination thereof, the Executive Secretary shall report to the Commission at the beginning of the session.

Rule IV – Agenda of the regular session of the Commission

1. The agenda for each regular session of the Commission shall be drawn up by the Executive Secretary and sent to the Contracting Parties and Cooperating non-Contracting Parties following the approval of the Chairperson. The agenda will also be sent to the observers that attended the previous regular session of the Commission or those that requested to attend the next session, unless the Commission expressly determines otherwise. It shall be sent not less than sixty days before the opening date of the session, together with the reports and documents available in connection therewith.
2. The agenda for each regular session shall include, at a minimum, the following items:
 - (a) election of the Chairperson and of two Vice-Chairpersons in accordance with Article 7 of the Agreement, as appropriate;
 - (b) adoption of the agenda;
 - (c) a report by the Executive Secretary on the financial and administrative affairs of the Commission and a report by the Chairperson or the Executive Secretary on the activities of the Commission;
 - (d) consideration of the proposed budget;

- (e) reports on intersessional activities and recommendations of the subsidiary bodies;
 - (f) proposals for the adoption of recommendations pursuant to Article 8(b) of the Agreement;
 - (g) review of the proposed programme of work for the Commission;
 - (h) consideration of the time and place of the next session;
 - (i) applications for membership in accordance with the Agreement;
 - (j) amendments proposed to the Agreement, if any, in accordance with Article 22 of the Agreement;
 - (k) any item referred to the Commission by the Conference, the Council or the Director-General;
 - (l) items approved at the previous session;
 - (m) items proposed by any subsidiary body;
 - (n) items proposed by a Contracting Party, as presented to the Secretariat before the agenda is sent out.
3. Should new items be brought to the attention of the Commission, revised versions of the agenda shall be drawn up, as appropriate, by the Executive Secretary after the agenda has been sent out and transmitted to Contracting Parties, Cooperating non-Contracting Parties and observers before the opening date of the session.
 4. The agenda of an extraordinary session shall consist only of the items relating to the purpose for which the session was called.

Rule V – The Secretariat and the Executive Secretary

1. The Secretariat shall consist of the Executive Secretary and the staff under his/her responsibility as may be appointed in accordance with the Agreement, Article 10 in particular, and other relevant rules and procedures, as appropriate.
2. The Executive Secretary shall be appointed by the Director-General following the approval of the Commission in accordance with Article 10 of the Agreement and the procedures set out in Annex 2 of these Rules.
3. The Executive Secretary shall be responsible for the implementation of the policies and activities of the Commission and shall report thereon to the Commission. He/She shall transmit to the Director-General, after each session, a report embodying his/her views, recommendations and decisions, and shall make other reports to the Director-General, including regarding his/her duties as defined in paragraph 4, as may seem necessary or desirable.

4. The duties of the Executive Secretary shall include the following:
- (a) receive and transmit the Commission's official communications;
 - (b) maintain contacts with appropriate government officials, fishery institutions and international organizations concerned with the development, conservation, rational management and utilization of fisheries, as well as the sustainable development of aquaculture in the area of application, to facilitate consultation and cooperation on all matters pertaining to the objectives of the Commission,
 - (c) maintain an active and effective network of national focal points for routine communication on progress and results of the activities of the Commission;
 - (d) prepare and implement work programmes, prepare budgets and ensure timely reporting to the Commission;
 - (e) authorize disbursement of funds in accordance with the Commission's autonomous budget and account for the funds of the Commission's autonomous budget;
 - (f) participate in the formulation of proposals regarding the budget and programme of work or other activities of the Commission financed by the regular budget of the Organization;
 - (g) stimulate interest among Contracting Parties, Cooperating non-Contracting Parties, non-Contracting Parties and potential donors in the activities of the Commission and in possible financing or in implementing cooperative projects and complementary activities;
 - (h) promote, facilitate and monitor the development of databases for fisheries assessment and monitoring, as well as the development of technical, biological and socio-economic research, in order to provide a sound basis for fisheries management and aquaculture development;
 - (i) coordinate the research programmes of Contracting Parties, when required;
 - (j) participate, as appropriate, in the oversight of activities of projects carried out under the general framework of the Commission or its subsidiary bodies;
 - (k) organize sessions of the Commission and its subsidiary bodies and other related ad hoc meetings;
 - (l) prepare, or arrange for the preparation of, background documents and papers and a report on the Commission's activities and the programme of work for the submission to the Commission at its regular sessions, and arrange for the subsequent publication of the report and the proceedings of the Commission as well as its subsidiary bodies and related ad hoc meetings

- (m) take such appropriate steps as may be required to ensure coordination between the activities of the Commission and those carried out by the Organization through its Fisheries and Aquaculture Department, with particular reference to all matters having policy, financial or programme implications;
 - (n) perform any other function, as may be required by the Commission.
5. Copies of all communications concerning the affairs of the Commission shall be sent to the Executive Secretary for purposes of information and record.

Rule VI – Participation in the sessions of the Commission

1. In accordance with Article 15 of the Agreement, sessions of the Commission and its subsidiary bodies shall be open to observers unless otherwise decided by the Commission during the session, upon request of the Chairperson or the Executive Secretary or one or more of the Contracting Parties. When the Commission decides to hold a private meeting, it shall at the same time, as appropriate, determine conditions and procedures for the attendance by observers.

Rule VII – Election of Chairperson and Vice-Chairperson

The Commission shall elect, from among delegates or alternates attending the regular session at which they are elected, the Chairperson and the first and second Vice-Chairpersons of the Commission, who shall assume office immediately following the regular session at which they were elected and who shall be elected for two regular sessions. The Chairperson and the Vice-Chairpersons shall be eligible for re-election for a further two sessions.

Rule VIII – Terms of reference of the Bureau

1. The Chairperson shall exercise the functions conferred on him or her elsewhere in these Rules and, in particular, shall:
- (a) declare the opening and closing of each session of the Commission;
 - (b) direct the discussions at such sessions and ensure observance of these Rules, accord the right to speak, put questions and announce decisions;
 - (c) rule on points of order;
 - (d) have complete control over the proceedings of the session, subject to these Rules;
 - (e) appoint committees of the session, as the Commission may direct;

- (f) call for votes and announce the results of votes; and
 - (g) perform any other function that may be decided by the Commission, including those specified in Regulation IV.2 of the Financial Regulations.
2. In the absence of the Chairperson, or at his/her request, his/her functions shall be exercised by the first Vice-Chairperson or, in the absence of the latter, by the second Vice-Chairperson.
 3. The Chairperson, or the Vice-Chairpersons when acting as Chairpersons, shall not vote and another member of their delegation shall represent the relevant Contracting Party.
 4. The Executive Secretary shall temporarily exercise the functions of the Chairperson in the event that the Chairperson and the Vice-Chairpersons are unable to serve.
 5. The Commission may adopt rules, consistent with the present Rules, clarifying the functions of the Bureau, with particular reference to any functions performed during the intersession period.
 6. In the intersession period of the Commission, the Bureau, shall exercise its functions in accordance with these Rules.

Rule IX – Voting arrangements and procedures

1. Except as otherwise provided in paragraph 4 of this Rule, voting in plenary meetings shall be by show of hands, unless a Contracting Party requests that the vote be taken by roll call or secret ballot, and such request is seconded.
2. A vote by roll call shall be conducted by calling upon the names of the Contracting Parties entitled to vote in the English alphabetical order. The name of the first Contracting Party to be called shall be designated by lot drawn by the Chairperson.
3. The record of any roll call vote shall show the votes cast by each delegate and any abstention.
4. Unless the Commission decides otherwise, voting shall be by secret ballot on matters relating to individuals, including the election of the Bureau of the Commission and its subsidiary bodies.

5. When no nominee for an office obtains a majority of the votes cast on the first ballot, a second ballot shall be taken, which shall be confined to the two candidates obtaining the largest number of votes. If, on the second ballot, the votes are equally divided, as many ballots as necessary shall be held in order to determine the elected candidate.
6. Votes cast shall mean “affirmative” and “negative” votes, and shall not include abstentions or defective ballots.
7. If the Commission is equally divided when a vote is taken on a question other than an election, a second and third vote may be taken at the current session. If the Commission then remains equally divided, the proposal shall not be considered further at the current session.
8. Voting arrangements and other related matters not specifically provided for by the Agreement, or by these Rules, shall be governed *mutatis mutandis* by the General Rules of the Organization.

Rule X – Subsidiary bodies of the Commission

1. Each subsidiary body established pursuant to Article 9 of the Agreement may establish sub-committees and working groups and shall ensure their coordination.
2. The relationship between the Commission and its subsidiary bodies, which shall have an advisory nature, will be defined on the decision of the Commission within a reference framework, reproduced in Annex 1 of these Rules, and will be revised when appropriate .
3. Any subsidiary body established in accordance with Article 9 of the Agreement shall be convened by the Chairperson of the Commission at such times and places as are determined by the Chairperson in consultation with the Director-General of the Organization, as appropriate.
4. Any subsidiary body established in accordance with Article 9 of the Agreement shall act under the auspices of the Commission and shall be governed, *mutatis mutandis*, by the Rules, as well as by such other supplementary procedures as may be established by the Commission.
5. Each subsidiary body described in Annex 1 shall have a Chairperson and two Vice-Chairpersons who shall be elected from among delegates or alternates of the Contracting Parties in the session of these bodies. Rule VII of the Rules of Procedure shall apply, *mutatis mutandis*, to the election of the Chairperson and Vice-Chairpersons of each subsidiary bodies. They

shall assume office subsequent to the endorsement of their appointment by the Commission at the regular session following the session of the subsidiary body at which they were elected.

6. For the functions of the bureau of each subsidiary body, Rule VIII will apply *mutatis mutandis*. In addition, in case of functions to be performed by the bureau of each subsidiary body in support of their functioning, there will be close coordination with and reporting to the Executive Secretary.
7. Each subsidiary body will define its priority actions, advice and work programme that shall be submitted to the Commission for adoption at the regular session.

Rule XI – Specific mechanisms for the Black Sea Region

1. In order to ensure the adequate implementation of the specific mechanisms referred to in Article 9.1 of the Agreement, a subregional Working Group for the Black Sea region shall be established. The Working Group shall endeavour to ensure the participation of all Black Sea States in decisions related to fisheries management. In particular, it shall:
 - a) examine fisheries and aquaculture related issues of relevance for the Black Sea region, including the status and trends of living marine resources, and, on the basis of the guidance provided by the Scientific Advisory Committee on Fisheries and the Advisory Committee on Aquaculture, accordingly formulate advice on these issues.
 - b) facilitate exchange of scientific data and information between Contracting Parties, Cooperating non-Contracting Parties and relevant non-Contracting Parties and promote cooperation in the fight against illegal, unreported, and unregulated (IUU) fishing in the Black Sea region;
 - c) undertake any other functions or responsibilities as may be conferred by the Commission.
2. The activities of the Working Group of the Black Sea will be reviewed at the regular session of the Commission.

Rule XII – Budget and finance

1. Any estimates of expenditures to be covered by the general budget of the Organization shall be submitted by the Executive Secretary to the Commission for approval. Once approved as part of the general budget of the Organization and without prejudice to the relevant rules

of the Organization and the decisions of its Governing Bodies, they will constitute the limits within which funds may be committed for purposes approved by the Conference.

2. The Commission shall determine the extent to which travel expenditures incurred by the Chairperson, the Vice-Chairpersons of the Commission and of any subsidiary bodies, in connection with their functions, may be covered by the autonomous budget of the Commission.
3. Subject to Article 11 of the Agreement, any budgetary or financial matters relative to the autonomous budget of the Commission shall be dealt with in accordance with the Financial Regulations.

Rule XIII – Observers

1. The Director-General or a representative of his/her designation, shall have the right to participate without vote in all sessions of the Commission and any of the subsidiary bodies of the Commission.
2. International governmental organizations and non-governmental organizations having special competence in the field of activity of the Commission that wish to attend any regular session of the Commission or its subsidiary bodies, as observers, shall give advance notification to the Executive Secretary, at a time as may be specified by the Executive Secretary or the Commission, of their wish to be invited.
3. Unless the Commission expressly determines otherwise, observers may attend the sessions of the Commission and its subsidiary bodies. Observers may be invited to submit memoranda and deliver oral statements but in no case will they be entitled to vote.
4. The Commission may invite consultants or experts, in their individual capacity, to attend the regular sessions or participate in the work of the Commission, and its subsidiary bodies.

Rule XIV – Criteria for attaining the status of Cooperating non-Contracting Party

1. Any such non-Contracting Party that seeks to be accorded the status of a cooperating non-Contracting Party in accordance with Article 18 of the Agreement shall apply to the Executive Secretary no later than ninety days in advance of the regular session of the Commission where the application shall be considered.

2. Non-Contracting Parties requesting the status of a Cooperating non-Contracting Party shall provide the following information in order to have this status considered by the Commission:
 - (a) where available, data on its historical fishing activities in the Area of Application;
 - (b) all the data that Contracting Parties have to submit based on recommendations adopted in accordance with Article 8(b) of the Agreement, where applicable; and
 - (c) information on any research programmes they may have conducted in the Area of Application and the information and the results of their researches.
3. An applicant for Cooperating non-Contracting Party status shall also confirm its commitment to comply with recommendations adopted in accordance with Article 8(b) of the Agreement and shall inform the Commission of the actions it takes to ensure such compliance.
4. Cooperating non-Contracting Party status shall be annually reviewed and renewed, unless revoked by the Commission due to non-compliance with recommendations adopted in accordance with Article 8(b) of the Agreement. In reviewing the Cooperating non-Contracting Party status, the Commission shall also indicate whether it considers full membership, instead of Cooperating non-Contracting Party status, to be advisable.

Rule XV – Reports, recommendations, resolutions and decisions

1. At each session, the Commission shall approve a report embodying its views, recommendations, resolutions and decisions, including, when requested, a statement of minority views. The report shall be made available on the website of the Commission.
2. Recommendations, resolutions and decisions adopted by the Commission having programme or financial implications for the Organization shall be brought by the Director-General to the attention of the Conference through the Council for action.
3. Subject to the provisions of Article 13 of the Agreement, the recommendations, resolutions and decisions adopted by the Commission shall be transmitted to the Director-General at the end of the session. The Executive Secretary shall, on behalf of the Chairperson, circulate them to Contracting Parties, Cooperating non-Contracting Parties, relevant non-

Contracting Parties, and observers, including those that were represented at the session, and such others as the Commission may direct from time to time.

Rule XVI – Review Panel

The Commission may, as necessary, convene on an ad hoc basis a Review Panel, set up in accordance with Article 9 of the Agreement, to support the decision-making process. In particular, this panel shall review the advice provided by any subsidiary body and draw its conclusions. The Commission, when deciding to convene the review panel, shall define its composition and methods of work.

Rule XVII – Data collection, processing and exchange

1. To enhance the information base for the conservation and management of living marine resources, as well as non-target and associated or dependent species and the protection of the marine ecosystems in which these resources occur, the Commission shall develop standards, rules and procedures for, *inter alia*:
 - (a) the collection and timely reporting to the Commission of all relevant data by Contracting Parties and relevant non-Contracting Parties;
 - (b) the provision of information on catches and other data relevant to the functions of the Commission in such a way as to enable it to fulfil its responsibilities under this paragraph;
 - (c) the processing of accurate and complete data by the subsidiary bodies of the Commission in order to facilitate effective stock assessment and ensure that the provision of the best scientific advice is enabled;
 - (d) the security of access to and dissemination of data while maintaining confidentiality;
 - (e) the exchange of data concerning vessels engaged in IUU fishing and, as appropriate, concerning the beneficial ownership of such vessels, among Contracting Parties and Cooperating non-Contracting Parties to the Commission, among other regional fisheries management organizations and among other relevant organizations, with a view to consolidating such information; and
 - (f) the regular assessment through the Compliance Committee of the compliance by Contracting Parties with data collection and exchange requirements and the mechanisms for addressing any non-compliance identified in such audits.
2. The Commission shall identify and use, through the Secretariat, suitable data communication protocols, Information Technology standards, tools, licensing schemes and systems that will be employed in support

of the abovementioned activities, in line with the need to enhance communication, flexibility, cost-efficiency, visibility and dissemination of its work.

Rule XVIII – Procedures for the Committee for the Settlement of Disputes

1. In accordance with Article 19.2 of the Agreement, a committee shall be established when a Contracting Party notifies, through the Executive Secretary, another Contracting Party of its intention to refer a matter concerning the interpretation or application of the Agreement for the settlement of a dispute. The notification shall be accompanied by a full description of the matter as well as the grounds relied upon.
2. The other Contracting Party shall, within fifteen days, decide whether to accept or disagree to submit the dispute to the committee. In the event that the other Contracting Party accepts, the decision shall be communicated to the Contracting Party that notified its intention and to the Executive Secretary.
3. The Executive Secretary shall inform all Contracting Parties of the establishment of the committee and promptly transmit a copy of the notification with the documents attached to it.
4. Each party to the dispute shall appoint one representative and inform the Executive Secretary of that appointment no later than fifteen days after the communication of the establishment of the committee by the Executive Secretary. The representatives appointed by the parties to the dispute shall be experts with competence in legal, scientific or technical aspects concerning the Agreement, and with relevant qualifications and experience.
5. As soon as the representatives are nominated, the Executive Secretary shall record the constitution of the committee and inform all Contracting Parties accordingly.
6. Any other Contracting Party, having the same interests as one of the parties to the dispute, may become a party to the dispute by a notification to the parties involved and to the Executive Secretary within fifteen days after receiving the notification pursuant to paragraph 3 of this Rule, and provided that the other parties already involved and having the same interests agree.

7. In the event that two or more Contracting Parties jointly make a notification pursuant to paragraph 1 of this Rule or one or more Contracting Parties become parties to the dispute pursuant to paragraph 6 of this Rule, the parties shall each designate one delegate for the official contacts during the work of the committee.
8. The committee may adopt such rules of procedures as it deems necessary for effective and expeditious proceedings, including decisions on dates and venues of hearings and on the methods of work it will follow, and shall inform the Executive Secretary accordingly. Any Contracting Party may, upon notification to the committee, attend any hearings, and make written or oral submissions.
9. Unless the parties to the dispute agree on a later date, the committee shall deliver its findings within ninety days from the date of its constitution. The committee shall seek to resolve the dispute by consensus. If this is not possible, the committee shall agree by a majority vote of its members, none of whom may abstain from voting.
10. The findings of the committee shall be confined to the subject matter of the dispute and set out the reasons on which they are based. The Executive Secretary shall promptly communicate these findings to all Contracting Parties.
11. The costs of the committee shall be borne by the parties to the dispute in equal parts.

Rule XIX – Measures to resolve situations of non-compliance

1. If the Commission determines through the Compliance Committee that a Contracting Party or a Cooperating non-Contracting Party has been in prolonged and unjustified non-compliance with recommendations adopted in accordance with Article 8(b) of the Agreement, to the extent that it undermines their effectiveness, or that a non-Contracting Party has systematically engaged in activities which undermine the effectiveness of such recommendations and adversely affect the objective of the Agreement, it may take the following measures to resolve the situation of non-compliance:
 - (a) appropriate corrective measures towards the fulfilment by Contracting Parties or Cooperating non-Contracting Parties of the implementation of recommendations adopted in accordance with Article 8(b) of the Agreement, pursuant to Article 14 of the Agreement, as stated below:

- technical assistance and capacity building programmes to address the main problems of the relevant Contracting Party or Cooperating non-Contracting Party;
 - derogations to the implementation of given recommendations, subject to the adoption of a multiannual process that shall identify remedies to non-compliance applying to relevant Contracting Parties and Cooperating non Contracting Parties to ensure its full implementation;
- (b) non-discriminatory market-related measures against Cooperating non-Contracting Parties and non-Contracting Parties, consistent with international law, to monitor transshipment, landings and trade with a view of preventing, deterring and eliminating illegal, unreported and unregulated fishing including, where appropriate, catch documentation schemes.

Rule XX – Amendments to the Agreement

1. Proposals for the amendment of the Agreement pursuant to Article 22 may be made acting on the proposal by the Commission at a regular or extraordinary session or by any Contracting Party in a communication addressed to the Executive Secretary. The Executive Secretary shall transmit to all Contracting Parties and to the Director-General a copy of such proposals for amendment immediately upon their receipt.
2. No action on a proposal for the amendment of the Agreement shall be taken by the Commission at any session, unless it has been included in the provisional agenda of the session.

Rule XXI – Suspension and amendment of the Rules

1. Subject to the provisions of the Agreement, any of the foregoing Rules, other than Rules IV, V, XI, XII, XX.2, and XXII, may be suspended on the motion of any delegation by a majority of the votes cast at any regular session of the Commission, provided that an announcement is made at a regular session of the Commission and copies of the proposal for suspension have been distributed to the delegations not less than forty-eight hours before the session at which action is to be taken.
2. Amendments of, or additions to, these Rules may be adopted on the motion of any delegation by a two-thirds majority of the Contracting Parties, at sessions of the Commission, provided an announcement is made at that session and copies of the proposal for the amendment or addition have been distributed to delegations not less than twenty-four hours before the session at which action is to be taken.

3. Any amendments to Rule XXII which may be adopted in accordance with the provisions of paragraph 2 of this Rule shall not become effective until the next session of the Commission.
4. Any new rule adopted by the Organization which may require a timely amendment of these Rules will be brought to the attention of the Commission.

Rule XXII – Languages of the Commission

1. The official languages of the Commission shall be Arabic, English, French and Spanish. These languages shall all be used at the regular and extraordinary sessions of the Commission.
2. At the sessions of technical subsidiary bodies of the Commission and for their reports and communications more flexible and cost-effective arrangements could be foreseen in relation to the use of the languages of the Commission.
3. Interpretation in one or more of the official languages during meetings will be ensured by the Secretariat and funded through the autonomous budget or extra-budgetary funds.
4. Reports and communications shall be in the languages agreed by the Commission.

Annex 1

Reference framework for the subsidiary bodies

The scientific advisory committee on fisheries

1. there shall be established a Scientific Advisory Committee on Fisheries which shall be responsible for providing scientific, social and economic advice relating to the work of the Commission, as well as for supporting the implementation of multiannual management plans, taking into account a subregional approach.
2. The Committee shall:
 - a) Collect and assess information provided by all parties, relevant organizations, institutions or programmes on catches, fishing effort, fleet capacity and other data relevant to the conservation and management of fisheries;
 - b) Assess the status and trends of relevant populations of living marine resources, ecosystems and fisheries-related human components, using the appropriate indicators and in relation to agreed biological and/or management reference points;
 - c) Provide independent advice on a technical and scientific basis to facilitate the adoption of recommendations concerning the sustainable management of fisheries and ecosystems at the regional and subregional levels, including on relevant biological, environmental, social and economic aspects, as well as on issues associated with the ecosystem approach to fisheries, the impact of IUU fishing on populations and ecosystems, and the assessment of biological and ecological implications under different management scenarios;-
 - d) If required, submit advice and reports to the Review Panel established pursuant to the Rules of Procedure of the GFCM;
 - e) Keep abreast of cooperative scientific and technical research projects and programmes of interest to the Committee;
 - f) Undertake any other functions or responsibilities as may be conferred on it by the Commission.

The Scientific Advisory Committee on Aquaculture

1. There shall be established Scientific Advisory Committee on Aquaculture which shall be responsible for providing technical advice related to the work of the Commission and to promote the sustainable development and responsible management of marine, brackish and inland aquaculture

in the area of application in a way that is consistent with an ecosystem approach to aquaculture and that takes into account the specific regional, subregional and local characteristics.

2. The Committee shall, in particular:
 - (a) monitor sustainable aquaculture development, following its progress and trends including through the identification, use and regular update of environmental, economic and social indicators;
 - (b) collect and assess information and data with regard to production statistics, market data, post harvesting, culture systems, technologies used, farmed species, environmental and aquatic animal health issues, as well as any additional information considered by the Commission to be relevant and useful. Such data and information shall be provided by all parties, relevant aquaculture actors, the aquaculture multi-stakeholder platform and other programmes, and shall be maintained in related databases;
 - (c) provide independent advice on a technical and scientific basis to facilitate the adoption of recommendations pursuant to Article 8(b) of the GFCM Agreement concerning the sustainable development of aquaculture with regard to biological, environmental, social and economic issues;
 - (d) submit advice and reports to the Review Panel, established pursuant to the Rules of Procedure of the GFCM, if required;
 - (e) identify and promote the development and implementation of cooperative scientific and technical research projects and programmes; and
 - (f) carry out any other functions or responsibilities as may be conferred on it by the Commission.

The Compliance Committee

1. There shall be established a Compliance Committee which shall, in particular:
 - (a) assess, on the basis of all available information, compliance by Contracting Parties, Cooperating non-Contracting Parties and relevant non-Contracting Parties with recommendations adopted by the Commission in accordance with Article 8(b) of the Agreement;
 - (b) request clarifications and express concern to Contracting Parties, Cooperating non-Contracting Parties and non-Contracting Parties in cases of non-compliance, *prima facie*, with recommendations adopted by the Commission in accordance with Article 8(b) of the Agreement;

- (c) submit to the attention of the Commission cases in which Contracting Parties or Cooperating non-Contracting Parties are not compliant with recommendations adopted by the Commission in accordance with Article 8(b) of the Agreement, or cases in which activities by non-Contracting Parties undermine the effectiveness of such recommendations and adversely affecting the objective of the Agreement, in order to facilitate their identification as foreseen by the applicable recommendation concerning the identification of non-compliance ;
- (d) provide additional information, as it considers appropriate or as may be requested by the Commission, relating to the implementation and compliance with recommendations adopted by the Commission in accordance with Article 8(b) of the Agreement, as well as with the provisions of the Agreement;
- (e) provide independent advice on an institutional and legal basis and submit reports to the Commission to facilitate the adoption of recommendations in accordance with Article 8(b) of the Agreement, including in connection with aspects related to monitoring, control and surveillance, and technical assistance and capacity building activities to support these aspects;
- (f) undertake other functions or responsibilities as may be conferred on it by the Commission.

The Committee on Administration and Finance

1. There shall be established a Committee on Administration and Finance which shall, in particular:
 - (a) review administrative matters relating to the Executive Secretary and his/her staff and make appropriate recommendations to the Commission;
 - (b) oversee the correct application of the Rules and the Financial Regulations;
 - (c) review the implementation of the annual programme of work and the budget of the Commission, as adopted at its previous session;
 - (d) analyse and make recommendations to the Commission on the draft programme of work and budget as proposed for adoption at the session of the Commission;
 - (e) submit to the Commission proposals concerning the need, as appropriate, for the amendment of the Rules and the Financial Regulations; and
 - (f) undertake other functions or responsibilities as may be conferred on it by the Commission.

Annex 2

Requirements for the selection, appointment and term of office of the Executive Secretary

Part I - Qualifications and benefits

1. The following qualifications shall be required for the post of Executive Secretary, unless otherwise decided by the Commission:
 - (a) The candidate should hold a university degree, preferably at post-graduate level, in fisheries biology, fisheries science, fisheries economics, administration, law or related fields. He/she should have at least ten years of experience in fisheries management and policy formulation, and preferably in bilateral and international relations, including knowledge of regional fisheries management organizations. He/she should have proven ability to exercise a high degree of professional initiative. The incumbent should be able to prepare budgets and documents and organize international meetings. He/she should have working knowledge (level C) of two of the following official languages of the Commission: Arabic, English, French or Spanish. Knowledge, even limited, of one of the other cited languages will be considered an additional asset.
 - (b) Other essential qualifications include competence in the selection of staff; demonstrated ability to conduct professional oversight in appropriate fields, and familiarity with word processing, spreadsheets and database management systems.
 - (c) Desirable requirements include a high degree of adaptability and the ability to cooperate effectively with people of different nationalities, cultures, social origins and educational levels.
 - (d) The age of the candidates should allow him/her to perform a full term of five years prior to attaining the age set by the Organization for required retirement.
 - (e) The post of Executive Secretary will be graded at the D-1 level based on the United Nations salary scale for professional and higher categories. He/she is appointed under the terms of the Organization Staff Regulations and the Organization Staff Rules, is a member of the Organization staff and as such entitled to benefits including a variable element for post adjustment, pension contributions and health insurance.

Part II – Procedure for the selection of the Executive Secretary

2. The procedure, for the selection of the Executive Secretary, shall be as follows:
 - (a) The Commission shall agree to a text for the vacancy announcement, including the required qualifications and the job description for the post of Executive Secretary.
 - (b) The Director-General shall post the vacancy announcement on the Organization and GFCM websites and also publicize it elsewhere, as appropriate, in accordance with guidelines as may be agreed upon by the the Commission.
 - (c) The closing date for applications shall be six weeks from the date of announcement of the vacancy notice.
 - (d) A Selection Committee shall be established to review the applications and rank candidates. It shall comprise:
 - (i) the Chairperson and two Vice-Chairpersons of the Commission;
 - (ii) the Chairperson of the Committee on Administration and Finance;
 - (iii) the Chairperson of the Compliance Committee;
 - (iv) two representatives of the Director-General;
 - (v) one representative from EU Member States; and
 - (vi) one representative from non EU Member States; and
 - (vii) other member(s) at the discretion of the Commission.
 - (e) The Selection Committee shall meet within four weeks of the date of closure of the receipt of applications, and shall, with the assistance of the Organization Secretariat identify a maximum of 20 candidates that meet or exceed the required qualifications for the post.
 - (f) The Executive Secretary shall communicate to the Contracting Parties a list of all applicants and shall identify those which have been selected as candidates in accordance with these procedures.
 - (g) Within four weeks of receipt of the communication from the Executive Secretary under paragraph f, each Contracting Party shall rank five candidates by order of preference, taking into account the required qualifications set out in Part I of this Appendix, on a scale of one (lowest) to five (highest), and shall notify the Secretariat of such designation.
 - (h) The Selection Committee shall compile the rankings and notify the Contracting Parties the names and relevant information on the five candidates that scored the highest number of points.
 - (i) The Chairperson shall invite the five candidates designated pursuant to paragraph h to be interviewed at the regular or extraordinary session of the Commission, as determined by the Commission.

- (j) The Chairperson shall preside over the interviews, which shall be conducted at the session by the representatives of the Contracting Parties designated in accordance with Article 6 of the Agreement. Interpretation in the languages of the Organization shall be made available.
 - (k) The Chairperson, with the approval of the representatives of the Contracting Parties, shall prepare five questions to be used as a basis for the interview.
 - (l) The interview of each candidate shall have a maximum duration of 50 minutes.
3. The voting for the Executive Secretary shall take place at the same session at which the interviews were conducted, and shall proceed as follows:
- (a) Balloting shall take place as follows until one candidate attains the required majority of more than half of the votes cast:
 - (i) A first ballot shall be held for all five candidates. The two candidates receiving the least votes shall be eliminated from the selection process.
 - (ii) A second ballot shall be held for the remaining three candidates. The candidate receiving the least votes shall be eliminated.
 - (iii) A third ballot shall be held between the remaining two candidates. The candidate receiving the most votes shall be selected.
 - (b) If, during the course of a ballot, two candidates receive the same number of votes, a separate round of voting shall be held to eliminate one candidate.
 - (c) In accordance with Rule IX(8) of these Rules, matters not specifically provided for in this procedure are governed, *mutatis mutandis*, by the provisions of Article XII of the General Rules of the Organization.

Part III – Appointment

4. The Chairperson shall transmit the name of the candidate selected by the Commission in accordance with the above procedures to the Director-General for appointment.

Part IV – Term of office

5. Entry into duty by the appointee should, to the extent possible, be achieved as soon as possible after his/her selection and, in any case, within a maximum period of four months.
6. The Executive Secretary shall be appointed for a period of five years and may be reselected for a further consecutive term of five years. At the third regular session following the regular session of the Commission

during which the Executive Secretary was selected, or at the fourth regular session following the selection of the Executive Secretary (in the case that selection took place at an extraordinary session of the Commission), selection of the next Executive Secretary should be placed on the Commission's agenda. The Commission shall decide the necessary arrangements for the next selection of Executive Secretary, in accordance with the procedure in place.



PART 3

Financial regulations

Financial Regulations of the General Fisheries Commission for the Mediterranean

Regulation I – Applicability

1. These Regulations shall govern the financial administration of the General Fisheries Commission for the Mediterranean, hereafter “the Commission”, with respect to all activities financed by the autonomous budget referred to in Article 11, paragraphs 1, 2 and 3, of the Agreement for the Establishment of the General Fisheries Commission for the Mediterranean, hereafter “the Agreement”.
2. The Financial Regulations and rules of the Organization shall apply to the activities of the Commission for all matters not covered by these Regulations, with particular reference to those provided for and financed by the budget of the Organization.

Regulation II – The financial period

1. The financial period shall be one calendar year, within the context of a triennial cycle, in accordance with Article 11, paragraph 1, of the Agreement.
2. Each year the Executive Secretary shall present to the Commission a three-year proposal, with a fixed budget for the first two years and a tentative budget for the third year, to be finalized or readjusted the following year, taking into consideration the annual work plan of the Commission and its subsidiary bodies. Contributions would be paid annually by the Contracting Parties consistent with the adopted budget.

Regulation III – The autonomous budget

1. The estimates for the autonomous budget within the context of a triennial cycle shall be prepared by the Executive Secretary of the Commission and shall be circulated to the Contracting Parties not less than 60 days before each regular session.
2. The estimates of the autonomous budget shall cover expected income and expenditures for the financial period to which they relate and shall be presented in United States dollars.
3. The estimates for the autonomous budget shall be presented by chapters, and sub-chapters as appropriate. They shall reflect the programme of work for the financial period and shall include additional information, annexes or explanatory statements as may be requested by the Commission.
4. The autonomous budget shall be comprised of:
 - (a) the autonomous budget referred to in paragraph 5 of this Regulation which consists of regular contributions of Contracting Parties payable under Article 11, paragraphs 1, 2, 3 and 4, of the Agreement and covers expenditures chargeable to the budget of the Commission under Article 12, paragraphs 4, 5 and 6, of the Agreement. The budget may reflect in an appropriate manner expenditures borne by the Organization under Article 12, paragraph 5 of the Agreement; and
 - (b) the special budgets relating to funds made available to support the work programme of the Commission during the financial period from donations and other forms of assistance received from organizations, individuals and other sources under Article 11, paragraph 5, of the Agreement.
5. The autonomous budget for the financial period shall consist of provisions for:
 - (a) administrative expenditures relating to staff and functioning;
 - (b) expenditures for strategic activities of the Commission. Estimates under this chapter may be presented in a single total only, but detailed estimates for each particular activity will be prepared and approved as supplementary information to the budget;
 - (c) hospitality and miscellaneous at a level of 1% of the adopted budget;
 - (d) an additional 4,5% FAO Project Servicing Cost applied to all expenditures;
6. The Commission authorizes, on an exceptional basis, a budget flexibility tantamount to an increase of 2% of the total allocations, or an increase of a different amount, as may be determined. This flexibility would account for variations in exchange rates or for increased costs of activities endorsed

by the Commission as a result of contingency costs or other unforeseen circumstances of a limited impact. The Executive Secretary shall inform the Commission without delay and ask it to authorize the budget flexibility.

7. The autonomous budget shall be adopted by the Commission with amendments as may be decided by the Commission.
8. Special budgets may be adopted by the Commission in exceptional circumstances, as appropriate.
9. The autonomous budget of the Commission shall be submitted to the Finance Committee of the Organization for its information.

Regulation IV – Appropriations

1. After the autonomous budget has been adopted, the appropriations therein shall constitute the authorization for the Executive Secretary to incur obligations and make payments for the purposes for which the appropriations were adopted and up to the amounts so adopted.
2. In cases of emergency, as determined by the Bureau, the Executive Secretary is authorized to accept additional contributions from a Contracting Party or Contracting Parties or accept additional grants from other sources. In such cases, the Executive Secretary is authorized to incur expenditures against these funds for the emergency actions for which such contributions or grants were specifically provided. Such contributions or grants and expenditures related thereto will be reported in detail to the next session of the Commission.
3. Any unliquidated prior year obligation shall be cancelled or, where an obligation remains a valid charge, transferred against current appropriations.
4. Transfers between chapters may be affected by the Commission on the recommendation of the Executive Secretary.

Regulation V – Provision of funds

1. Before the beginning of each calendar year the Executive Secretary shall inform the Contracting Parties of their obligations with respect to annual contributions to the autonomous budget.
2. Contributions shall be due and payable in full within 30 days of the receipt of the communication of the Executive Secretary referred to in Regulation V.1 above, or as of the first day of the calendar year to which they

relate, whichever is later. As of 1 January of the following calendar year, the unpaid balance of such contributions shall be considered to be one year in arrears.

3. The annual contributions to the autonomous budget shall be assessed in United States dollars and shall be calculated in accordance with the scheme annexed to these Regulations. The contributions shall be paid in United States dollars or Euros, on the basis of the exchange rate prevailing at the time of assessment of the annual contributions, as approved by the Commission. Should a Contracting Party pay its contribution in a currency other than the United States dollar or Euro, it will be the responsibility of that Contracting Party to ensure the free convertibility of that currency into United States dollars or Euros. The exchange rate applicable to any payment in a currency other than the United States dollars or Euros shall be the market rate of the United States dollar to the currency of payment on the first business day in January of the calendar year in which the contribution is due, or the rate in effect in the day the payment is made, whichever is higher.
4. Any new Contracting Party shall pay a contribution to the autonomous budget in accordance with the provisions of Article 11 paragraphs 1, 2 and 3 of the Agreement for the financial period in which the membership becomes effective. Such contribution shall begin with the quarter in which the membership is acquired.
5. The appropriations of the autonomous budget shall be financed by contributions from Contracting Parties determined and payable in accordance with Article 11, paragraphs 1, 2 and 4, of the Agreement. Pending receipt of annual contributions, the Executive Secretary is authorized to finance budgeted expenditures from the uncommitted balance of the autonomous budget.

Regulation VI – Funds

1. All contributions, donations and other forms of assistance received shall be placed in a Trust Fund administered by the Director-General of the Organization in conformity with the Financial Regulations of the Organization.
2. With respect to the Trust Fund referred to in Regulation VI.1, the Organization shall maintain the following accounts:
 - (a) a general account to which shall be credited receipts of all contributions paid under Article 11, paragraph 2 and 3, of the Agreement and from which shall be met all expenditures chargeable against the sums allocated to the autonomous budget;

- (b) additional accounts, as may be necessary, to which shall be credited the additional contributions under Regulation IV.2 and from which all relevant expenditures shall be met.
- 3. A special account for contributions relating to the participation fund established under Regulation VIII will be maintained, as appropriate, and in line with the Financial Regulations and Rules of the Organization.

Regulation VII – Amendment

1. These Regulations may be amended by the Commission, by a two-thirds majority of the Contracting Parties, in accordance with Article 8(h) of the Agreement and pursuant to the procedure provided for in Rule XXI of the Rules of Procedure.
2. Any new rule adopted by the Organization which may require a timely amendment of these Regulations will be brought to the attention of the Commission.

Regulation VIII – Participation fund

1. The Commission may establish, according with the Organization's Financial Regulations and rules, a fund in order to facilitate participation in sessions of the Commission or its subsidiary bodies, according to eligibility criteria to be defined.
2. The Commission, when establishing the participation fund, will provide for its composition which will include:
 - a) a percentage of the autonomous budget (2.5%) adopted for the financial period by the Commission at its regular session;
 - b) a minimum percentage of 2.5% of all voluntary contributions received from Contracting Parties, without prejudice to the conditions regulating grants between Contracting Parties and the Commission and depending on negotiations with the Contracting Party concerned;
 - c) any other voluntary contribution made with a view to replenish the fund.

Annex

Scheme for the calculation of contributions

The modalities for determining the scale of contribution are calculated in accordance with the following formula.

Factors for calculation which should be applicable to the GFCM autonomous budget once the amended Agreement has entered into force:

Membership: a fixed proportion of the budget; equally shared amongst Contracting Parties;

Wealth component: the wealth of the Contracting Party; and

Catch component: the total capture fishery and aquaculture production of the Contracting Party in the area of application.

Weight to be given to each factor (as percentage of total autonomous budget):

Membership: 10 percent

Wealth component: 35 percent

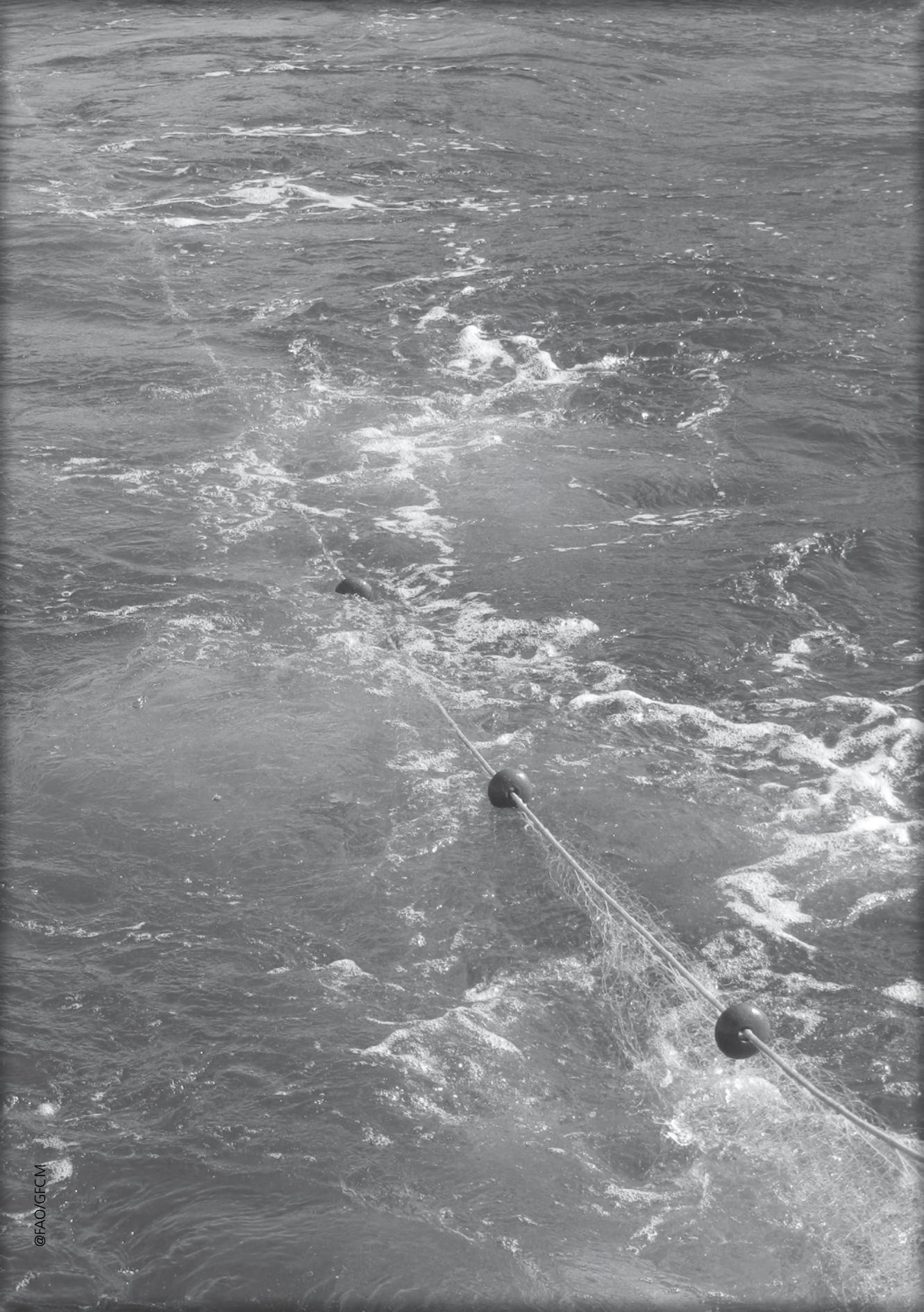
Catch component: 55 percent

Measurement of the factors:

Membership: all Contracting Parties

Wealth component: according to per caput GDP (measured in US \$ as published by the World Bank); members falling into four categories: below US\$ 1 000; between US\$ 1 000 and US\$ 9 999; between US\$ 10 000 and US\$ 29 999 and US\$ 30 000 and above. The first category is exempt from the wealth component. The second pays one share; the third pays 10 shares, and the fourth category pays 20 shares. Exceptions are made for countries with a total GDP below US\$ 5 thousand million (1997) to which a GDP category one step below is applied. Some countries are brought down to the first category and, as a result, are exempt from the wealth component (as long as their annual GDP remains below US\$ 5 thousand million).

Catch component: The catch/production figures to be used are those published by FAO in the STATLANT 37A DATABASE. A three-year average is calculated using the period ending two years prior to that for which the budget will apply. Due to different values of small pelagic and other species, the “GFCM catch” for the purpose of determining the scale of contribution is calculated by applying a factor of 4 to all fish produced by Contracting Parties in the Mediterranean and in the Black Sea, except for small pelagics.



The basic texts of the General Fisheries Commission for the Mediterranean (GFCM) of the Food and Agriculture Organization of the United Nations (FAO) are the legal instruments that define its mandate, objectives and functions. These texts include the “Agreement for the establishment of the General Fisheries Commission for the Mediterranean” as well as the rules of procedures and financial regulations of the GFCM. Since its creation as a Council in 1949, the GFCM has amended its basic texts several times. The agreement, in particular, underwent four amendments: in 1963, 1976, 1997 and, lastly, in 2014. The rules of procedure and the financial regulations were last amended in 2015.

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