

Original: English

**CHAIR'S PROPOSAL FOR AMENDMENT OF THE  
INTERNATIONAL CONVENTION FOR THE CONSERVATION OF ATLANTIC TUNAS**

*Prepared by the Chair of the Working Group on Convention Amendment  
Without Prejudice*

**Preamble**

The Governments whose duly authorized representatives have subscribed hereto, considering their mutual interest in the populations of tuna and tuna-like fishes and elasmobranchs that are oceanic, pelagic, and highly migratory found in the Atlantic Ocean, and desiring to co-operate in maintaining the populations of these fishes at levels which will permit their long term conservation and sustainable use ~~maximum sustainable catch~~ for food and other purposes, resolve to conclude a Convention for the conservation of these resources ~~of tuna and tuna-like fishes of the Atlantic Ocean~~, and to that end agree as follows:

**Article I**

The area to which this Convention shall apply, hereinafter referred to as the "Convention area", shall be all waters of the Atlantic Ocean, including the adjacent Seas.

**Article II**

Nothing in this Convention shall prejudice the rights, jurisdiction and duties of States under international law. This Convention shall be interpreted and applied in a manner consistent with international law. ~~be considered as affecting the rights, claims or views of any Contracting Party in regard to the limits of territorial waters or the extent of jurisdiction over fisheries under international law.~~

**Article III**

1. The Contracting Parties hereby agree to establish and maintain a Commission to be known as the International Commission for the Conservation of Atlantic Tunas, hereinafter referred to as "the Commission", which shall carry out the objectives set forth in this Convention. [Each Contracting Party shall be a Member of the Commission.]
2. Each of the ~~[Contracting Parties]~~ [Members of the Commission] shall be represented on the Commission by not more than three Delegates. Such Delegates may be assisted by experts and advisors.
3. ~~Except as may otherwise be provided in this Convention~~ Decisions of the Commission shall be taken by consensus as a general rule. Except as may otherwise be provided in this Convention, if consensus cannot be achieved, decisions shall be made by a two-thirds majority of the [Contracting Parties][Members of the Commission] present and casting affirmative or negative votes, each [Contracting Party][Member of the Commission] having one vote. Two-thirds of the [Contracting Parties][Members of the Commission] shall constitute a quorum.
4. The Commission shall hold a regular meeting once every two years. A special meeting may be called at any time at the request of a majority of the ~~[Contracting Parties]~~ [Members of the Commission] or by decision of the Council as constituted in Article V.
5. At its first meeting, and thereafter at each regular meeting, the Commission shall elect from among its ~~[Contracting Parties]~~ [Members] a Chairman, a first Vice-Chairman and a second Vice-Chairman who shall not be re-elected for more than one term.

6. The meetings of the Commission and its subsidiary bodies shall be public unless the Commission otherwise decides.
7. The official languages of the Commission shall be English, French and Spanish.
8. The Commission shall have authority to adopt such rules of procedure and financial regulations as are necessary to carry out its functions.
9. The Commission shall submit a report to the ~~[Contracting Parties]~~ [Members of the Commission] every two years on its work and findings and shall also inform any ~~[Contracting Party]~~ [Member of the Commission], whenever requested, on any matter relating to the objectives of the Convention.

#### Article III bis

The Commission and its Members, in conducting work under the Convention, shall act to:

- (a) apply the precautionary approach and an ecosystem approach to fisheries management in accordance with relevant internationally agreed standards and, as appropriate, recommended practices and procedures;
- (b) use the best scientific evidence available;
- (c) protect biodiversity in the marine environment;
- (d) ensure fairness and transparency in decision making processes, including with respect to the allocation of fishing possibilities, and other activities; and
- (e) give full recognition to the special requirements of developing Members of the Commission, including the need for their capacity building, in accordance with international law, to implement their obligations under this Convention and to develop their fisheries.

#### Article IV

1. In order to carry out the objectives of this Convention the Commission shall be responsible for the study of the populations of tuna and tuna-like fishes ~~(the Scombriformes with the exception of the families Trichiuridae and Gempylidae and the genus Scomber)~~ and elasmobranchs that are oceanic, pelagic, and highly migratory (hereinafter "ICCAT species"), and such other species ~~of fishes exploited caught in tuna fishing for ICCAT species in the Convention area, as are not under investigation by another~~ taking into account the work of other relevant international fishery-related organizations or arrangements. Such study shall include research on ~~the abundance, biometry and ecology of the fishes these species;~~ the oceanography of their environment; and the effects of natural and human factors upon their abundance. The Commission may also study species belonging to the same ecosystem or dependent or associated with the ICCAT species. The Commission, in carrying out these responsibilities shall, insofar as feasible, utilise the technical and scientific services of, and information from, official agencies of the ~~[Contracting Parties]~~ [Members of the Commission] and their political sub-divisions and may, when desirable, utilise the available services and information of any public or private institution, organization or individual, and may undertake within the limits of its budget with the cooperation of concerned ~~[Contracting Parties]~~ [Members of the Commission], independent research to supplement the research work being done by governments, national institutions or other international organizations. The Commission shall ensure that any information received from such institution, organization, or individual is consistent with established scientific standards regarding quality and objectivity.

2. The carrying out of the provisions in paragraph 1 of this Article shall include:
  - (a) collecting and analysing statistical information relating to the current conditions and trends of ~~the tuna fishery resources of ICCAT species in~~ the Convention area;
  - (b) studying and appraising information concerning measures and methods to ensure maintenance of the populations of ~~ICCAT species tuna and tuna-like fishes~~ in the Convention area at ~~or above~~ levels ~~which will permit the capable of producing~~ maximum sustainable catch yield and which will ensure the effective exploitation of these ~~species fishes~~ in a manner consistent with this ~~yield catch~~;
  - (c) recommending studies and investigations to the ~~[Contracting Parties]~~[Members of the Commission];
  - (d) publishing and otherwise disseminating reports of its findings and statistical, biological and other scientific information relative to ~~the tuna fisheries of ICCAT species in~~ the Convention area.

#### Article V

1. There is established within the Commission a Council which shall consist of the Chairman and the Vice-Chairmen of the Commission together with the representatives of not less than four and not more than eight Contracting Parties. The Contracting Parties represented on the Council shall be elected at each regular meeting of the Commission. However, if at any time the number of the Contracting Parties exceeds forty, the Commission may elect an additional two Contracting Parties to be represented on the Council. The Contracting Parties of which the Chairman and Vice-Chairmen are nationals shall not be elected to the Council. In elections to the Council the Commission shall give due consideration to the geographic, tuna fishing and tuna processing interests of the Contracting Parties, as well as to the equal right of the Contracting Parties to be represented on the Council.
2. The Council shall perform such functions as are assigned to it by this Convention or are designated by the Commission, and shall meet at least once in the interim between regular meetings of the Commission. Between meetings of the Commission the Council shall make necessary decisions on the duties to be carried out by the staff and shall issue necessary instructions to the Executive Secretary. Decisions of the Council shall be made in accordance with rules to be established by the Commission.

#### Article VI

To carry out the objectives of this Convention the Commission may establish Panels on the basis of species, group of species, or of geographic areas. Each Panel in such case:

- (a) shall be responsible for keeping under review the species, group of species, or geographic area under its purview, and for collecting scientific and other information relating thereto;
- (b) may propose to the Commission, upon the basis of scientific investigations, recommendations for joint action by the ~~[Contracting Parties]~~[Members of the Commission];
- (c) may recommend to the Commission studies and investigations necessary for obtaining information relating to its species, group of species, or geographic area, as well as the co-ordination of programmes of investigation by the ~~[Contracting Parties]~~[Members of the Commission].

#### Article VII

The Commission shall appoint an Executive Secretary who shall serve at the pleasure of the Commission. The Executive Secretary, subject to such rules and procedures as may be determined by the Commission, shall have authority with respect to the selection and administration of the staff of the Commission. He shall also perform, *inter alia*, the following functions as the Commission may prescribe:

- (a) ~~coordinating the programmes of investigation by the Contracting Parties carried out pursuant to Articles IV and VI;~~
- (b) preparing budget estimates for review by the Commission;
- (c) authorising the disbursement of funds in accordance with the Commission's budget;
- (d) accounting for the funds of the Commission;

- (e) arranging for co-operation with the organizations referred to in Article XI of this Convention;
- (f) preparing the collection and analysis of data necessary to accomplish the purposes of the Convention particularly those data relating to the current and maximum sustainable catch yield of ~~tuna~~ stocks of ICCAT species;
- (g) preparing for approval by the Commission scientific, administrative and other reports of the Commission and its subsidiary bodies.

### Article VIII

1. (a) The Commission may, on the basis of scientific evidence, make recommendations designed to ~~maintain the populations of tuna and tuna-like fishes that may be taken in the Convention area at levels which will permit the maximum sustainable catch;~~
  - (i) ensure in the Convention area the long-term conservation and sustainable use of ICCAT species by maintaining or restoring the abundance of the stocks of those species at or above levels capable of producing maximum sustainable yield; and
  - (ii) promote where necessary the conservation of other species that are dependent on or associated with ICCAT species, with a view to maintaining or restoring populations of such species above levels at which their reproduction may become seriously threatened.These recommendations shall be applicable to the ~~[Contracting Parties]~~[Members of the Commission] under the conditions laid down in paragraphs 2 and 3 of this Article.
- (b) The recommendations referred to above shall be made:
  - (i) at the initiative of the Commission if an appropriate Panel has not been established; or
  - (ii) at the initiative of the Commission with the approval of at least two-thirds of all the ~~[Contracting Parties]~~[Members of the Commission] if an appropriate Panel has been established but a proposal has not been approved;
  - (iii) on a proposal that has been approved by an appropriate Panel ~~if such a Panel has been established;~~
  - (iv) on a proposal that has been approved by the appropriate Panels if the recommendation in question relates to more than one geographic area, species or group of species.
2. Each recommendation made under paragraph 1 of this Article shall become effective for all ~~[Contracting Parties]~~[Members of the Commission] ~~six~~ four months after the date of the notification from the Commission transmitting the recommendation to the ~~[Contracting Parties]~~[Members of the Commission], unless otherwise agreed upon by the Commission at the time a recommendation is adopted and except as provided in paragraph 3 of this Article. However, under no circumstances shall a recommendation become effective in less than three months.
3. (a) If any ~~[Contracting Party]~~[Member of the Commission] in the case of a recommendation made under paragraph 1(b)(i) or (ii) above, or any ~~[Contracting Party]~~[Member of the Commission] which is also a member of a Panel concerned in the case of a recommendation made under paragraph 1(b)(iii) or (iv) above, presents to the Commission an objection to such recommendation within the ~~six months~~ period established pursuant to ~~provided for in~~ paragraph 2 above, the recommendation shall not become effective for ~~an additional sixty days~~ the [Contracting Parties][Members of the Commission] concerned.
  - (b) ~~Thereupon any other Contracting Party may present an objection prior to the expiration of the additional sixty days period, or within forty five days of the date of the notification of an objection made by another Contracting Party within such additional sixty days, whichever date shall be the later.~~
  - (c) ~~The recommendation shall become effective at the end of the extended period or periods for objection, except for those Contracting Parties that have presented an objection.~~
  - (d) ~~However, if a recommendation has met with an objection presented by only one or less than one-fourth of the Contracting Parties, in accordance with sub-paragraphs (a) and (b) above, the Commission shall immediately notify the Contracting Party or Parties having presented such objection that it is to be considered as having no effect.~~

- (e) ~~In the case referred to in sub-paragraph (d) above the Contracting Party or Parties concerned shall have an additional period of sixty days from the date of said notification in which to reaffirm their objection. On the expiry of this period the recommendation shall become effective, except with respect to any Contracting Party having presented an objection and reaffirmed it within the delay provided for.~~
- (f) ~~If a recommendation has met with objection from more than one-fourth but less than the majority of the Contracting Parties, in accordance with sub-paragraphs (a) and (b) above, the recommendation shall become effective for the Contracting Parties that have not presented an objection thereto.~~
- (bg) ~~If objections have been presented by a majority of the [Contracting Parties][Members of the Commission] within the period established pursuant to paragraph 2 above, the recommendation shall not become effective for any [Contracting Party][Member of the Commission].~~
- (ch) ~~A [Contracting Party][Member of the Commission] presenting an objection in accordance with sub-paragraph (a) above shall provide to the Commission in writing, at the time of presenting its objection, the reason for its objection, which shall be based on one or more of the following grounds:~~
- ~~(i) The recommendation is inconsistent with this Convention or other relevant provisions of international law; or~~
  - ~~(ii) The recommendation unjustifiably discriminates in form or in fact against the objecting [Contracting Party][Member of the Commission].~~
  - ~~(iii) The [Contracting Party][Member of the Commission] cannot practicably comply with the measure because it has adopted a different approach to conservation and sustainable management or because it does not have the technical capabilities to implement the recommendation.~~
  - ~~(iv) Security constraints as a result of which the objecting [Contracting Party][Member of the Commission] is not in a position to implement or comply with the measure.~~
- (di) ~~Each [Contracting Party][Member of the Commission] that presents an objection pursuant to this Article shall also provide to the Commission, to the extent practicable, a description of any alternative conservation and management and conservation measures, which shall be at least equally effective as the measure to which it is objecting.~~

4. Any [Contracting Party][Member of the Commission] objecting to a recommendation may at any time withdraw that objection, and the recommendation shall become effective with respect to such [Contracting Party][Member of the Commission] immediately if the recommendation is already in effect, or at such time as it may become effective under the terms of this Article.

5. The ~~Commission~~ Executive Secretary shall promptly circulate to all [Contracting Parties][Members of the Commission] the details of any objection and explanation received in accordance with this Article ~~notify each Contracting Party immediately upon receipt of each objection and of each withdrawal of such an objection, and shall notify all [Contracting Parties][Members of the Commission] of the entry into force of any recommendation.~~

#### **Article VIII bis**

1. Every effort shall be made within the Commission in order to prevent disputes, and the parties to any dispute shall consult each other in order to settle disputes concerning this Convention by amicable means and as quickly as possible.<sup>[SEP]</sup>
2. Where a dispute concerns a matter of a technical nature, the<sup>[SEP]</sup> parties to the dispute may jointly refer the dispute to an *ad hoc* expert panel established <sup>[SEP]</sup> in accordance with the procedures that the Commission adopts for this purpose. The panel shall confer with the parties to the dispute and shall endeavour to expeditiously resolve the dispute without recourse to binding procedures.
3. Nothing in this Article shall prejudice the ability of parties to any dispute to pursue dispute settlement under other treaties or international agreements to which they are parties, in accordance with the requirements of that treaty or international agreement.

4. A dispute concerning the interpretation or application of this Convention that is not resolved through a means set out in the paragraphs above, may be submitted to final and binding arbitration for settlement, at the joint request of the parties to the dispute. Prior to jointly requesting arbitration, the parties to the dispute should agree on the scope of the dispute and the jurisdiction of any such arbitral tribunal. Any such arbitral tribunal may be constituted and conducted in accordance with Annex 1 of this Convention or in accordance with any other procedures that the parties to the dispute may decide to apply by mutual agreement. Any such arbitral Tribunal shall render its decisions in accordance with this Convention, international law and generally accepted standards for the conservation of living marine resources.
5. The dispute settlement mechanisms set out in this Article are not applied to disputes that relate to any act or fact which took place or any situation which ceased to exist before the date of the entry into force of this Article.

#### Article IX

1. The ~~[Contracting Parties]~~[Members of the Commission] agree to take all action necessary to ensure the enforcement of this Convention. Each ~~[Contracting Party]~~[Member of the Commission] shall transmit to the Commission, biennially or at such other times as may be required by the Commission, a statement of the action taken by it for these purposes.
2. The ~~[Contracting Parties]~~[Members of the Commission] agree:
  - (a) to furnish, on the request of the Commission, any available statistical, biological and other scientific information the Commission may need for the purposes of this Convention;
  - (b) when their official agencies are unable to obtain and furnish the said information, to allow the Commission, through the ~~[Contracting Parties]~~[Members of the Commission], to obtain it on a voluntary basis direct from companies and individual fishermen.
3. The ~~[Contracting Parties]~~[Members of the Commission] undertake to collaborate with each other with a view to the adoption of suitable effective measures to ensure the application of the provisions of this Convention[.
4. ~~Contracting Parties undertake~~[and in particular] to set up a system of international enforcement to be applied to the Convention area except the territorial sea and other waters, if any, in which a ~~s~~State is entitled under international law to exercise jurisdiction over fisheries.

#### Article X\*

1. The Commission shall adopt a budget for the joint expenses of the Commission for the biennium following each regular meeting.
  2. Each ~~[Contracting Party]~~[Member of the Commission] shall contribute annually to the budget of the Commission an amount calculated in accordance with a scheme provided for in the Financial Regulations, as adopted by the Commission. The Commission, in adopting this scheme, should consider *inter alia* each ~~[Contracting Party's]~~[Member of the Commission's] fixed basic fees for Commission and Panel membership, the total round weight of catch and net weight of canned products of Atlantic tuna and tuna-like fishes and the degree of economic development of the ~~[Contracting Parties]~~[Members of the Commission].
- The scheme of annual contributions in the Financial Regulations shall be established or modified only through the agreement of all the ~~[Contracting Parties]~~[Members of the Commission] present and voting. The ~~[Contracting Parties]~~[Members of the Commission] shall be informed of this ninety days in advance.

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\* As modified by the Madrid Protocol, which entered into force on March 10, 2005.

3. The Council shall review the second half of the biennial budget at its regular meeting between Commission meetings and, on the basis of current and anticipated developments, may authorise reapportionment of amounts in the Commission budget for the second year within the total budget approved by the Commission.
4. The Executive Secretary of the Commission shall notify each ~~[Contracting Party]~~ [Member of the Commission] of its yearly assessment. The contributions shall be payable on January first of the year for which the assessment was levied. Contributions not received before January first of the succeeding year shall be considered as in arrears.
5. Contributions to the biennial budget shall be payable in such currencies as the Commission may decide.
6. At its first meeting the Commission shall approve a budget for the balance of the first year the Commission functions and for the following biennium. It shall immediately transmit to the ~~[Contracting Parties]~~ [Members of the Commission] copies of these budgets together with notices of the respective assessments for the first annual contribution.
7. Thereafter, within a period not less than sixty days before the regular meeting of the Commission which precedes the biennium, the Executive Secretary shall submit to each ~~[Contracting Party]~~ [Member of the Commission] a draft biennial budget together with a schedule of proposed assessments.
8. The Commission may suspend the voting rights of any ~~[Contracting Party]~~ [Member of the Commission] when its arrears of contributions equal or exceed the amount due from it for the two preceding years.
9. The Commission shall establish a Working Capital fund to finance operations of the Commission prior to receiving annual contributions, and for such other purposes as the Commission may determine. The Commission shall determine the level of the Fund, assess advances necessary for its establishment, and adopt regulations governing the use of the Fund.
10. The Commission shall arrange an annual independent audit of the Commission's accounts. The reports of such audits shall be reviewed and approved by the Commission or by the Council in years when there is no regular Commission meeting.
11. The Commission may accept contributions, other than provided for in paragraph 2 of this Article, for the prosecution of its work.

#### Article XI

1. The Contracting Parties agree that there should be a working relationship between the Commission and the Food and Agriculture Organization of the United Nations. To this end the Commission shall enter into negotiations with the Food and Agriculture Organization of the United Nations with a view to concluding an agreement pursuant to Article XIII of the Organization's Constitution\*\*. Such agreement should provide, *inter alia*, for the Director-General of the Food and Agriculture Organization of the United Nations to appoint a Representative who would participate in all meetings of the Commission and its subsidiary bodies, but without the right to vote.
2. The ~~[Contracting Parties]~~ [Members of the Commission] agree that there should be co-operation between the Commission and other international fisheries commissions and scientific organizations which might contribute to the work of the Commission. The Commission may enter into agreements with such commissions and organizations.
3. The Commission may invite any appropriate international organization and any Government which is a member of the United Nations or of any Specialized Agency of the United Nations and which is not a member of the Commission, to send observers to meetings of the Commission and its subsidiary bodies.

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\*\* See FAO Agreement.

**Article XII**

1. This Convention shall remain in force for ten years and thereafter until a majority of the Contracting Parties agree to terminate it.
2. At any time after ten years from the date of entry into force of this Convention, any Contracting Party may withdraw from the Convention on December thirty-first of any year including the tenth year by written notification of withdrawal given on or before December thirty-first of the preceding year to the Director-General of the Food and Agriculture Organization of the United Nations.
3. Any other Contracting Party may thereupon withdraw from this Convention with effect from the same December thirty-first by giving written notification of withdrawal to the Director-General of the Food and Agriculture Organization of the United Nations not later than one month from the date of receipt of information from the Director-General of the Food and Agriculture Organization of the United Nations concerning any withdrawal, but not later than April first of that year.

**Article XIII**

1. Any Contracting Party or the Commission may propose amendments to this Convention. Notwithstanding, only the Commission may propose amendments to Annex 2. The Director-General of the Food and Agriculture Organization of the United Nations shall transmit a certified copy of the text of any proposed amendment to all the Contracting Parties. Any amendment not involving new obligations shall take effect for all Contracting Parties on the thirtieth day after its acceptance by three-fourths of the Contracting Parties. Any amendment involving new obligations shall take effect for each Contracting Party accepting the amendment on the ninetieth day after its acceptance by three-fourths of the Contracting Parties and thereafter for each remaining Contracting Party upon acceptance by it. Any amendment considered by one or more Contracting Parties to involve new obligations shall be deemed to involve new obligations and shall take effect accordingly. A government which becomes a Contracting Party after an amendment to this Convention has been opened for acceptance pursuant to the provisions of this Article shall be bound by the Convention as amended when the said amendment comes into force.
2. Proposed amendments shall be deposited with the Director-General of the Food and Agriculture Organization of the United Nations. Notifications of acceptance of amendments shall be deposited with the Director-General of the Food and Agriculture Organization of the United Nations.

**Article XIII bis**

The Annexes form an integral part of this Convention and a reference to this Convention includes a reference to the Annexes.

**Article XIV\*\*\***

1. This Convention shall be open for signature by the Government of any State which is a Member of the United Nations or of any Specialized Agency of the United Nations. Any such Government which does not sign this Convention may adhere to it at any time.
2. This Convention shall be subject to ratification or approval by signatory countries in accordance with their constitutions. Instruments of ratification, approval, or adherence shall be deposited with the Director-General of the Food and Agriculture Organization of the United Nations.
3. This Convention shall enter into force upon the deposit of instruments of ratification, approval, or adherence by seven Governments and shall enter into force with respect to each Government which subsequently deposits an instrument of ratification, approval, or adherence on the date of such deposit.

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\*\*\* As modified by the Paris Protocol, which entered into force on December 14, 1997.



4. This Convention shall be open for signature or adherence by any inter-governmental economic integration organization constituted by States that have transferred to it competence over the matters governed by this Convention, including the competence to enter into treaties in respect of those matters.
5. Upon the deposit of its instrument of formal confirmation or adherence, any organization referred to in paragraph 4 shall be a Contracting Party having the same rights and obligations in respect of the provisions of the Convention as the other Contracting Parties. Reference in the text of the Convention to the term "State" in Article IX, paragraph [3][4], and to the term "government" in the Preamble and in Article XIII, paragraph 1, shall be interpreted in this manner.
6. When an organization referred to in paragraph 4 becomes a Contracting Party to this Convention, the member states of that organization and those which adhere to it in the future shall cease to be parties to the Convention; they shall transmit a written notification to this effect to the Director-General of the Food and Agriculture Organization of the United Nations.

#### **Article XV\*\*\***

The Director-General of the Food and Agriculture Organization of the United Nations shall inform all Governments referred to in paragraph 1 of Article XIV and all the organizations referred to in paragraph 4 of the same Article of deposits of instruments of ratification, approval, formal confirmation on adherence, the entry into force of this Convention, proposals for amendment, notifications of acceptance of amendments, entry into force of amendments, and notifications of withdrawal.

#### **Article XVI\*\*\***

The original of this Convention shall be deposited with the Director-General of the Food and Agriculture Organization of the United Nations who shall send certified copies of it to the Governments referred to in paragraph 1 of Article XIV and to the organizations referred to in paragraph 4 of the same Article.

IN WITNESS WHEREOF the representatives duly authorized by their respective Governments have signed the present Convention. Done at Rio de Janeiro this fourteenth day of May 1966 in a single copy in the English, French and Spanish languages, each version being equally authoritative.

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\*\*\* As modified by the Paris Protocol, which entered into force on December 14, 1997.

[ANNEX 1]

**PROCEDURES FOR DISPUTE RESOLUTION**

An arbitration tribunal should be constituted and conducted in accordance with “ad hoc” rules to be decided by the parties to the dispute, referring to, inter alia: number of arbitrators, appointment procedure, terms and conditions of the procedure, place of arbitration, and language. These rules may draw upon the following.

1. The arbitral tribunal referred to in paragraph 4 of Article VIII bis should be composed of three arbitrators who may be appointed as follows:

(a) One of the parties to the dispute should communicate the name of an arbitrator to the other party to the dispute that should, in turn, within a period of forty days following that notification, communicate the name of the second arbitrator. In disputes between more than two [Contracting Parties] [Members of the Commission], parties that have the same interest should jointly appoint one arbitrator. The parties to the dispute should, within a period of sixty days following the appointment of the second arbitrator, appoint the third arbitrator, who is not a national of either [Contracting Party] [Member of the Commission] and is not of the same nationality as either of the first two arbitrators. The third arbitrator should preside over the tribunal;

(b) If the second arbitrator is not appointed within the prescribed period, or if the parties are not able to concur within the prescribed period on the appointment of the third arbitrator, that arbitrator may be appointed, at the request of the parties to the dispute, by the Chair of the Commission within two months from the date of receipt of the request.

[...]  
[...]

2. The decision of the arbitral tribunal should be made by a majority of its members, which should not abstain from voting.

[...]

3. The decision of the arbitral tribunal is final and binding on the parties to the dispute. The parties to the dispute should comply with the decision without delay. The arbitral tribunal may interpret the decision at the request of one of the parties to the dispute or of any intervening party.

4. In principle, the costs of the arbitration should be borne by the unsuccessful party or parties. However, the arbitral tribunal may determine that because of the particular circumstances of the case, the parties to the dispute may bear in equal shares the expenses of the tribunal, including the remuneration of its members.]

[ANNEX 2

FISHING ENTITIES

1. After the entry into force of the amendments to the Convention adopted on <date of adoption>, the sole fishing entity that had attained by 10 July 2013 Cooperating Status in accordance with the procedures established by the Commission, may, by a written instrument delivered to the Executive Secretary of the Commission, express its firm commitment to abide by the terms of this Convention and comply with recommendations adopted pursuant to it. Such commitment shall become effective 30 days from the date of receipt of the instrument. Such fishing entity may withdraw such commitment by a written notification addressed to the Executive Secretary of the Commission. The withdrawal shall become effective 1 year after the date of its receipt, unless the notification specifies a later date.
2. In case of any further amendment made to the Convention pursuant to Article XIII, the fishing entity referred to in paragraph 1 may, by a written instrument delivered to the Executive Secretary of the Commission, express its firm commitment to abide by the terms of the amended Convention and comply with recommendations adopted pursuant to it. This commitment of a fishing entity shall be effective from the dates referred to in Article XIII or on the date of receipt of the written communication referred to in this paragraph, whichever is later.
- 2bis. The Executive Secretary shall notify the Contracting Parties of its receipt of such commitments or notifications and make such notifications available to the Contracting Parties; provide notifications from the Contracting Parties to the fishing entity, including notifications of ratification and entry into force of the Convention and its amendments; and keep safe custody of any such documents transmitted between the fishing entity and the Executive Secretary.
3. The fishing entity referred to in paragraph 1 which has expressed its firm commitment to abide by the terms of this Convention and comply with recommendations adopted pursuant to it in accordance with paragraph 1 or 2 may participate in the relevant work, including decision making, of the Commission, and shall, mutatis mutandis, enjoy the same rights and obligations as Members of the Commission as set forth in Articles III, IV, VI, VIII, IX, X, and XI of the Convention.
4. If a dispute involves the fishing entity referred to in paragraph 1 which has expressed its commitment to be bound by the terms of this Convention in accordance with this Annex and cannot be settled by amicable means, the dispute may, with the mutual agreement of the parties to the dispute, be submitted to final and binding arbitration. Prior to requesting arbitration, the parties to the dispute should agree on the scope of the dispute and the jurisdiction of any such arbitral tribunal. Any such arbitral tribunal may be constituted and conducted in accordance with Annex 1 of this Convention, or in accordance with any other procedures that the parties to the dispute may decide to apply by mutual agreement. Any such arbitral Tribunal shall render its decisions in accordance with this Convention, international law and generally accepted standards for the conservation of living marine resources.
5. The provisions of this Annex relating to the participation of the fishing entity referred to in paragraph 1 are only for the purposes of this Convention and may be effective to such fishing entity before the entry into force of the amendments to the Convention adopted on <date of adoption>, if it is so agreed by consensus of the Contracting Parties.
6. The Commission shall specify the name of the fishing entity that meets the qualifications set out in paragraph 1 of this Annex in a resolution adopted with the consensus of the Contracting Parties.
7. Any Non-Contracting Party, Entity, or Fishing Entity that obtains Cooperating Status after 10 July 2013 shall not be considered a Fishing Entity for purposes of this Annex and, thus, shall not enjoy the same rights and obligations as Members of the Commission as set forth in Articles III, IV, VI, VIII, X, XI of the Convention. ]