

Northwest Atlantic Fisheries Organization



Report of the Working Group on the Reform of NAFO

12-15 September 2006, 17 September 2006  
Lunenburg Co., Nova Scotia, Canada

NAFO  
Dartmouth, N.S., Canada  
2006

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## Report of the Working Group on the Reform of NAFO

**12-15 September 2006, 17 September 2006**

1. **Opening by the Chairperson** (Staffan Ekwall, European Union). Delegates from all Contracting Parties except Bulgaria, Cuba, Republic of Korea and the Ukraine were in attendance. In addition, the Chairpersons of Scientific Council and STACTIC attended the meeting upon invitation of the Chairperson (Annex 1).
2. **Appointment of Rapporteur.** The Executive Secretary of NAFO, Johanne Fischer, was appointed rapporteur of the meeting.
3. **Adoption of Agenda.** As at the previous meeting of the group it was agreed that while the provisional agenda identified the main issues in the Terms of Reference, other issues might have to be addressed during a detailed examination of the Convention. With that understanding, the agenda was adopted (Annex 2).
4. **Responses to the issues referred to STACTIC and Scientific Council (Reform WG WP 06/16 and Reform WG WP 06/17 respectively).**
  - a) First, responses by STACTIC to the questions deferred to them were discussed (Reform WG WP 06/16 [Annex 3]). The following conclusions were made:
    - The working group endorsed the recommendation from STACTIC to merge STACTIC and STACFAC. It was noted that such a merger would not require an amendment of the NAFO Convention since these subsidiary bodies are being established in the rules of procedure.
    - The Working Group endorsed the opinion of STACTIC that it would be beneficial to introduce a definition of transshipments in NAFO rules but that such a definition should appear in the Conservation and Enforcement Measures rather than in the Convention. The working Group therefore recommended that this issue be deferred to STACTIC.
    - Regarding a definition of fishing activities, STACTIC had suggested two possible definitions, one for “fishing”, another for “fishing activities”. It was tentatively agreed to introduce the definition for “fishing activities” recommended by STACTIC in the Convention.
  - b) Secondly, Chair of Scientific Council presented the answers of Scientific Council to the questions deferred to them (Reform WG WP 06/17).
    - Regarding the relevance of the list of species of Annex 1 of the Convention, the SC listed 12 additional species that are currently regulated under the Convention or for which advice or scientific information has been provided by the Scientific Council. Participants decided not to discuss this issue here as they had already agreed in April that the list of species should no longer be included in the Convention but rather be part of the Financial Regulations.
    - Regarding the revisions to the Chairperson’s paper suggested by the Scientific Council it was agreed that they would be addressed by the SC Chair where appropriate during the review process of this meeting. The chairperson undertook to incorporate those that were agreeable to the Working Group in the third revision of his working paper.
5. **Continuation of discussions based on the Chair’s Working Paper (Reform WG WP 06/1, Revision 2).**

The working group then proceeded with a detailed examination of the working paper prepared by the chairperson (Revision 2 Corr). A number of proposals for changes were discussed. Among others, a provision allowing for the elaboration of a process to develop trade related measures was agreed upon with the understanding that such measures would first and foremost address the activities of non Contracting Party vessels. Participants also touched on the need for specific provisions regarding maritime claims and

whether the chairperson and vice-chairperson needed to be of different Contracting Parties. Towards the end of the meeting, the chairman presented a revised version of the working paper, which was not discussed further in detail (Revision 3 Corr [Annex 4]). Various proposals by participants are annexed to the report (Reform WG WP 06/10; Reform WG WP 06/24; Reform WG WP 06/28-page 3; Reform WG WP 06/31, Revised) (Annexes 6-9 respectively).

Outstanding issues for further consideration included:

- A proposal from Canada regarding the process for **implementing Commission decisions** (Reform WG WP 06/20 [revised][Annex 10]). This proposal was discussed at length and a discussion paper, reflecting informal consultations, was circulated (Reform WG WP 06/41 [Annex 11]) but no conclusion was reached due to lack of time.
- A proposal from the USA to change in the **calculation of the budget contribution** (Reform WG WP 06/19 [revised][Annex 12]).
- A proposal from Denmark (in respect of the Faroe Islands and Greenland) to include the term “**entity**” in Article I (Definitions) for the definitions of “Contracting Party” and “Flag State” (Reform WG WP 06/22 [Annex 13]).
- A proposal by the Scientific Council regarding a re-definition of the boundaries of NAFO Subarea 3M and 3L (referred to in Reform WG WP 06/17 [Annex 5]).
- Denmark (in respect of the Faroe Islands and Greenland) and France (in respect of St. Pierre et Miquelon) proposed that Article VI, paragraph 7 should be amended as follows: “...*the Commission shall give special consideration to the Contracting Parties whose coastal communities are primarily dependent on fishing for stocks related to these fishing banks and which have undertaken extensive efforts ...*”

**6. Rules of Procedure for the new Commission (draft by the Chair – Reform WG WP 06/18).** There was no time to address this matter at the meeting.

**7. Other matters**

It was noted that the procedure for **Ratification** of amendments to the Convention it will still take a few years for many countries depending on the degree and type of the changes to the Convention proposed. It was therefore recommended that Parties agree on a provisional application after the revision of the Convention had been agreed upon by Contracting Parties. Such a provisional application has been implemented by NEAFC upon changing its Convention.

**8. Report and Recommendations.**

- The working group recommended that STACTIC and STACFAC be merged by incorporating the current mandate of STACFAC into the mandate of STACTIC (Annex 14).
- The Working Group also recommended that the report and the 3<sup>rd</sup> revision of the Chair’s paper be submitted to the General Council.
- Some delegates mentioned that a further meeting of the Working Group of Reform might be necessary to conclude the consultations as the re-drafting of the Convention should not be rushed.

**9. Adjournment.**

The meeting adjourned on Sunday 17 September at 10.30 am.

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## **Annex 2. Provisional Agenda**

1. Opening by Chair (Staffan Ekwall, EU)
2. Appointment of Rapporteur
3. Adoption of Agenda
4. Responses to the issues referred to STACTIC and Scientific Council (Reform WG WP 06/16 and Reform WG WP 06/17 respectively)
5. Continuation of discussions based on the Chair's Working Paper (Reform WG WP 06/1, Revision 2)
  - Ocean management issues
  - Decision making process of NAFO
  - Dispute settlement provisions
  - Other matters pertaining to the Convention
6. Rules of Procedure for the new Commission (draft by the Chair – Reform WG WP 06/18)
7. Report and Recommendations
8. Adjournment

**Annex 3. STACTIC Response on the Issues referred to STACTIC by the  
NAFO Reform WG (Adopted from the STACTIC Minutes of the June 2006 Meeting)  
(Reform WG WP 06/16)**

- **What would be the position of STACTIC on the proposal that STACTIC assumes the responsibilities of STACFAC which would represent a merge of STACTIC and STACFAC?**

The STACTIC report states that “the representatives of the Norway, Japan, Canada, the EU, Denmark (in respect of the Faroe Islands and Greenland) and Iceland, indicated that the proposed merger could be implemented within NAFO”. However, concerns regarding the possible impact on membership and workload / timelines with regards to reporting to the Fisheries Commission were voiced by USA.

- **Reform WG Delegates expressed a wish to define the concept of transshipment but considered that this definition should appear in the NAFO Conservation and Enforcement Measures (NCEM) rather than in the Convention. Against this background, does STACTIC consider that the definition of transshipment contained in the initial version of the Working Paper of the Chairperson constitute a suitable definition of transshipment in the NCEM or should any other definition be considered in this regard?**

After deliberation on the issue STACTIC determined that the definition for the term transshipment should be incorporated into the NCEMS rather than the Convention and that, in the interest of harmonizing with NEAFC, the following definition found in the NEAFC Scheme should be considered:

“Transshipment” means the transfer, over the side, of any quantity of fisheries resources and/or products thereof retained on board, from one fishing vessel to another.

- **Reform WG Delegates expressed a wish that a definition of fishing activities be included in the amended NAFO Convention but some delegates expressed doubts if the definition of fishing activities in the CEM is still adequate. STACTIC was therefore requested to review and if necessary revise this definition.**

The meeting suggested that the following amended definitions (as described below) be considered. However there is not a preference to one solution over the other or indeed whether both definitions should be taken up. While STACTIC is putting these suggestions forward for its own purposes, they may be helpful in the context of the terms used in the future work on reforming the NAFO Convention.

**‘Fishing’** means:

- the actual or attempted searching for, catching, taking, or harvesting of fishery resources;
- engaging in any activity which can reasonably be expected to result in the locating, catching, taking, or harvesting of fishery resources for any purpose including scientific research;
- any operation at sea in support of, or in preparation for, any activity described in this definition, except for any operation in emergencies involving the health and safety of crew members or the safety of the vessel.

(modeled after SEAFO, 2001 and SIOFA, 2006):

**‘Fishing activities’** means:

harvesting fishery resources, processing operations of fishery resources, the transshipment of fishery resources or fishery resource products, and any other activity in preparation for or related to the harvesting of fishery resources in the Regulatory Area, including:

- i) the actual or attempted searching for, catching, taking, or harvesting of fishery resources;
- ii) engaging in any activity which can reasonably be expected to result in the locating, catching, taking, or harvesting of fishery resources for any purpose including scientific research;
- iii) any operation at sea in support of, or in preparation for, any activity described in this definition, except for any operation in emergencies involving the health and safety of crew members or the safety of the vessel.

(adapted CEM definition of 'fishing activities' by use of 'fishery resources' rather than 'fish' and use of 'harvesting fishery resources' rather than 'fishing'):

**Annex 4. Chair's Working Paper  
(WG WP 06/1, Revision 3, Corr.)**

**Convention on Cooperation in the  
Northwest Atlantic Fisheries**

The CONTRACTING PARTIES,

NOTING that the coastal States of the Northwest Atlantic have established exclusive economic zones in accordance with the United Nations Convention on the Law of the Sea of 10 December 1982, and general principles of international maritime law within which they exercise sovereign rights for the purpose of exploring and exploiting, conserving and managing living marine resources;

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

FURTHER RECOGNISING the economic and social benefits deriving from the sustainable use of fishery resources;

DESIRING to promote the long term conservation and sustainable use of the fishery resources of the Northwest Atlantic area, and accordingly to encourage international cooperation and consultation with respect to these resources;

MINDFUL that effective conservation and management measures should be based on the best available scientific advice and the precautionary approach;

COMMITTED to applying an ecosystem approach to fisheries management in the Northwest Atlantic area which includes safeguarding the marine environment, conserving its marine biodiversity, minimizing the risk of long term or irreversible adverse effects of fishing activities in the area, and taking account of the relationship between all components of the ecosystem;

FURTHER COMMITTED to responsible fisheries as well as to combat Illegal, Unreported and Unregulated (IUU) fishing activities;

HAVE AGREED as follows:

*Article I – Use of Terms*

1. For the purpose of this Convention, the following terms are used:
  - (a) "1982 Convention" means the United Nations Convention on the Law of the Sea of 10 December 1982;
  - (b) "1995 Agreement" means the Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the conservation and management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 4 August 1995;
  - (c) "Coastal State" means a Contracting Party exercising fisheries jurisdiction in waters forming part of the Convention Area;

- (d) “Contracting Party” means any State or regional economic integration organisation which has consented to be bound by this Convention, and for which the Convention is in force;
- (e) “Convention Area”, means the Area to which this Convention applies, as prescribed in Article IV;
- (f) “Fishery resources” means all resources of fish, molluscs and crustaceans within the Convention Area excluding:
  - (i) sedentary species subject to the exclusive sovereign rights of Coastal States pursuant to Article 77 of the 1982 Convention; and
  - (ii) in so far as they are managed by other international Conventions or Agreements, anadromous and catadromous stocks as well as highly migratory species listed in Annex I of the 1982 Convention;
- (g) “Fishing activities” means harvesting fishery resources, processing operations of fishery resources, the transshipment of fishery resources or fishery resource products, and any other activity in preparation for or related to the harvesting of fishery resources in the Regulatory Area, including:
  - (i) The actual or attempted searching for, catching, taking, or harvesting of fishery resources;
  - (ii) Engaging in any activity which can reasonably be expected to result in the locating, catching, taking, or harvesting of fishery resources for any purpose including scientific research;
  - (iii) Any operation at sea in support of, or in preparation for, any activity described in this definition, except for any operation in emergencies involving the health and safety of crew members or the safety of the vessel.
- (h) “Fishing vessel” means any vessel which is or has been engaged in fishing activities, including fish processing vessels and vessels engaged in transshipment or any other activity in preparation for or related to fishing activities, including experimental or exploratory fishing activities;
- (i) “Flag State” means, unless otherwise indicated:
  - (i) a State whose vessels are entitled to fly its flag; or
  - (ii) a regional economic integration organisation in which vessels are entitled to fly the flag of a member State of that regional economic integration organisation;
- (j) “IUU fishing” means activities as defined in paragraph 3 of the FAO International Plan of Action to prevent, deter and eliminate illegal, unreported and unregulated fishing.
- (k) “Living marine resources” means all living components of the marine ecosystems;
- (l) “Marine biological diversity” means the variability among living marine organisms and the ecological complexes of which they are part; this includes diversity within species, between species and of ecosystems;
- (m) “Nationals” include both natural and legal persons;
- (n) “Port State” means any State receiving fishing vessels in their ports including port offshore terminals and other installations for, inter alia, landing, transshipping, refuelling or re-supplying;
- (o) “Regional economic integration organisation” means a regional economic integration organisation to which its member States have transferred competence over matters covered by this Convention, including the authority to make decisions binding on its member States in respect of those matters;
- (p) “Regulatory Area” means the part of the Convention Area which lies beyond the areas in which Coastal States exercise fisheries jurisdiction;

#### *Article II -Objective*

The objective of this Convention is to ensure the long term conservation and sustainable use of the fishery resources in the Convention Area and, in so doing, to safeguard the marine ecosystems in which these resources occur.

### *Article III – General Principles*

In giving effect to the objective of this Convention, Contracting Parties shall in particular:

- (a) promote the optimum utilization and long-term sustainability of fisheries resources;
- (b) base measures on the best scientific advice available and adopt measures to ensure that fishery resources are maintained at levels capable of producing maximum sustainable yield, and rebuild fishery resources to the said levels;
- (c) apply the precautionary approach in accordance with Article 6 of the 1995 Agreement;
- (d) take due account of the impact of fishing activities on other species and marine ecosystems and in doing so, adopt measures to minimize harmful impact on living marine resources and marine ecosystems;
- (e) take due account of the need to preserve marine biological diversity;
- (f) prevent or eliminate overfishing and excess fishing capacity, and ensure that levels of fishing effort do not exceed those commensurate with the sustainable use of the fishery resources;
- (g) ensure that complete and accurate data concerning the fishing activities within the area of application are collected and shared in a timely manner among the Contracting Parties.
- (h) ensure effective compliance with management measures and that sanctions for any infringements are adequate in severity; and
- (i) take due account of the need to minimise pollution and waste originating from fishing vessels as well as minimise discards, catch by lost or abandoned gear, catch of species not subject to a directed fishery and impacts on associated or dependent species, in particular endangered species.

### *Article IV – Area of Application and Maritime Claims*

1. This Convention applies to the waters of the Northwest Atlantic Ocean north of 35°00' north latitude and west of a line extending due north from 35°00' north latitude and 42°00' west longitude to 59°00' north latitude, thence due west to 44°00' west longitude, and thence due north to the coast of Greenland, and the waters of the Gulf of St. Lawrence, Davis Strait and Baffin Bay south of 78°10' north latitude.
2. The Convention Area shall be divided into scientific and statistical subareas, divisions and subdivisions, the boundaries of which shall be those defined in Annex I to this Convention. This Annex forms an integral part of this Convention.
3. Nothing in this Convention shall constitute recognition of the claims or positions of any Contracting Party concerning the legal status and extent of waters and zones claimed by any such Contracting Party.

### *Article V – the Organisation*

1. Contracting Parties hereby agree to establish, maintain and strengthen the Northwest Atlantic Fisheries Organisation, herein “the Organization” which shall carry out its functions as set forth in this Convention in order to achieve the objective of this Convention.
2. The Organization shall consist of:
  - a) a Commission and any subsidiary bodies and sub-committees that the Commission may establish from time to time to assist it in its work;

- b) a Scientific Council and any subsidiary bodies and sub-committees that the Scientific Council may establish from time to time to assist it in its work; and
  - c) a Secretariat.
3. The Organization shall have legal personality and shall enjoy in its relations with other international organisations and in the territories of the Contracting Parties such legal capacity as may be necessary to perform its functions and achieve its objective. The immunities and privileges which the Organization and its officers shall enjoy in the territory of a Contracting Party shall be subject to an agreement between the Organization and the Contracting Party including, in particular, a Headquarters agreement between the Organization and the host Contracting Party.
  4. The Chairperson of the Commission shall be the President of the Organization and shall be its principal representative.
  5. The headquarters of the Organization shall be at the Halifax Regional Municipality, Nova Scotia, Canada, or at such other place as may be decided by the Commission.

*Article VI – The Commission*

1. Each Contracting Party shall be a member of the Commission and shall appoint one representative to the Commission who may be accompanied by alternative representatives, experts and advisers.
2. The Commission shall elect a Chairperson and a Vice-Chairperson, each of whom shall serve for a term of two years and shall be eligible for re-election but shall not serve for more than four years in succession. The Chairperson and Vice-Chairperson shall be representatives of different Contracting Parties.
3. The Chairperson of the Commission shall convene a regular annual meeting of the Organization at a place decided upon by the Commission. Any meeting of the Commission, other than the annual meeting, may be called by the Chairperson at such time and place as the Chairperson may determine, upon the request of a Contracting Party.
4. The Commission shall in accordance with the principles set out in Article III exercise the following functions:
  - a) adopt proposals for conservation and management measures to achieve the objective of this Convention within the Regulatory Area;
  - b) establish total allowable catches and/or levels of fishing effort and determine the nature and extent of participation in fishing;
  - c) adopt, where necessary, proposals for conservation and management measures to minimise the impact of fishing activities on living marine resources and marine ecosystems;
  - d) establish appropriate cooperative mechanisms for effective monitoring, control, surveillance and enforcement of the conservation and management measures adopted by the Commission. Those mechanisms shall include:
    - (i) provision for reciprocal rights of boarding and inspection by the Contracting Parties within the Regulatory Area and for flag State prosecution and sanctions on the basis of evidence resulting from such boardings and inspections; and
    - (ii) inspections of fishing vessels in ports by Contracting Parties where fishery resources originating from the Convention Area are being landed and required follow-up actions by port or flag States on the basis of evidence resulting from such inspections in accordance with Article XII and international law;

- e) develop appropriate processes in accordance with international law to assess flag States' performance with respect to implementing the obligations regarding fishing vessels flying their flag set out in this Convention, and adopt proposals if appropriate to ensure flag state performance;
  - f) adopt proposals for measures to monitor, combat and eliminate IUU fishing in the Convention Area by vessels flying the flag of non-Contracting Parties to this Convention;
  - g) supervise the organisational, administrative, financial and other internal affairs of the Organization, including the relations among its constituent bodies;
  - h) guide the Scientific Council in its work;
  - i) direct the external relations of the Organization;
  - j) approve the budget of the Organization pursuant to Article IX; and
  - k) exercise any other function as is conferred upon it by this Convention as required from time to time.
5. The Commission shall exercise the following functions in collaboration with the Scientific Council:
- a) identify conservation and management needs;
  - b) keep under review the status of stocks and gather, analyse and disseminate relevant information on stocks;
  - c) assess the impact of fishing, and other human activities and, where appropriate, on living marine resources and marine ecosystems;
  - d) develop measures for the conduct of fishing for scientific purposes; and
  - e) develop rules for the collection, submission, verification, access to and use of data.
6. In the exercise of its functions under paragraphs 4 and 5, the Commission shall seek to ensure consistency between:
- a) any proposal that applies to a stock or group of stocks occurring both within the Regulatory Area and within an area under the fisheries jurisdiction of a Coastal State, or any proposal that would have an effect through species interrelationships on a stock or group of stocks occurring in whole or in part within an area under the fisheries jurisdiction of a Coastal State; and
  - b) any measures or decisions taken by the Coastal State for the management and conservation of that stock or group of stocks with respect to fishing activities conducted within the area under its fisheries jurisdiction.
- The appropriate Coastal State and the Commission shall accordingly promote the coordination of such proposals, measures and decisions. Each Coastal State shall keep the Commission informed of its measures and decisions for the purpose of this Article.
7. Proposals adopted by the Commission for the allocation of fishing opportunities in the Regulatory Area shall take into account the interests of Contracting Parties whose vessels have traditionally fished within that Area, and, in the allocation of fishing opportunities from the Grand Bank and Flemish Cap, the Commission shall give special consideration to the Contracting Party whose coastal communities are primarily dependent on fishing activities for stocks related to these fishing banks and which has undertaken extensive efforts to ensure the conservation of such stocks through international action, in particular, by providing surveillance and inspection of international fishing activities on these banks under an international scheme of joint enforcement.
8. The Commission may refer to the Scientific Council any question pertaining to the scientific basis for the decisions it may need to take concerning fishery resources, the impact of fishing activities on living marine resources, and the safeguarding of the ecosystem in which these resources occur.



9. The Commission, shall, when necessary, develop procedures which allow for measures including non-discriminatory trade-related measures, to be taken, consistent with the international obligations of Contracting Parties against any flag State whose fishing vessels participate in fishing activities in a manner that undermines the effectiveness of the conservation and enforcement measures adopted by the Commission.
10. The Commission shall adopt, and amend as occasion may require, its rules of procedures, financial regulations and other regulations required for the functioning of the Commission.
11. The Commission may establish such subsidiary bodies and subcommittees as it considers desirable for the exercise of its duties and functions and guide their activities.
12. The Commission shall adopt rules to provide for the participation as observers of representatives from inter-governmental organisations and non-governmental organisations to its meetings, as appropriate. The Commission shall also adopt rules to provide for the participation of representatives of non-Contracting Parties as observers to meetings of the Commission. The rules shall not be unduly restrictive and shall provide for timely access to reports and records of the Commission, subject to the procedural rules that the Commission may adopt.

#### *Article VII – the Scientific Council*

1. Each Contracting Party shall be a member of the Scientific Council and shall appoint its own representatives who may be accompanied at any of its meetings by alternates, experts and advisers.
2. The Scientific Council shall elect a Chairperson and a Vice-Chairperson, each of whom shall serve for a term of two years and shall be eligible for re-election but shall not serve for more than four years in succession.
3. Any meeting of the Scientific Council, other than the annual meeting convened pursuant to Article VI paragraph 3, may be called by the Chairperson at such time and place as the Chairperson may determine at his or her own initiative or upon the request of a Coastal State or upon the request of a Contracting Party with the concurrence of another Contracting Party.
4. The functions of the Scientific Council shall be:
  - a) to provide a forum for consultation and cooperation among the Contracting Parties with respect to the study, appraisal and exchange of scientific information and views relating to the fishing activities in the Convention Area and their ecosystem, fishery resources status and their forecast including environmental and ecological factors affecting these fishing activities, and to encourage and promote cooperation among the Contracting Parties in scientific research designed to fill gaps in knowledge pertaining to these matters;
  - b) to compile and maintain statistics and records and to publish or disseminate reports, information and materials pertaining to the fishing activities in the Convention Area and their ecosystems;
  - c) to provide scientific advice to coastal States, where requested to do so pursuant to paragraph 8; and
  - d) to provide scientific advice to the Commission, pursuant to paragraph 7 or on its own initiative as required for the purposes of the Commission.
5. The functions of the Scientific Council may, where appropriate, be carried out in cooperation with other public or private organisations having related objectives.
6. Each Contracting Party shall furnish to the Scientific Council any available statistical and scientific information required by it for the purpose of this Article.

7. The Scientific Council shall consider and report on any question referred to it by the Commission pertaining to the scientific basis for the management and conservation of fishery resources and the ecosystems in which they occur within the Regulatory Area, and shall take into account the terms of reference specified by the Commission in respect of that question.
8. The Scientific Council shall, at the request of a Coastal State, consider and report on any question pertaining to the scientific basis for the management and conservation of fishery resources and the conservation of the ecosystem in which they occur in waters under the fisheries jurisdiction of that Coastal State.
9. The Coastal State shall, in consultation with the Scientific Council, specify terms of reference for the consideration of any question referred to the Council pursuant to paragraph 8. These terms of reference shall include, along with any other matters deemed appropriate, such of the following as are applicable:
  - a) a statement of the question referred, including a description of the fishing activities and area to be considered;
  - b) where scientific estimates or predictions are sought, a description of any relevant factors or assumptions to be taken into account; and
  - c) where applicable, a description of any objectives the Coastal State is seeking to attain and an indication of whether specific advice or a range of options should be provided.
10. Scientific advice to be provided by the Scientific Council pursuant to this Convention shall be determined by consensus. Where consensus cannot be achieved, the Scientific Council shall set out in its report all views advanced on the matter under consideration.
11. Decisions of the Scientific Council with respect to the election of officers, the adoption and the amendment of rules and other matters pertaining to the organisation of its work shall be taken by a majority of the votes of all Contracting Parties present and casting affirmative or negative votes, and for these purposes each Contracting Party shall have one vote. No vote shall be taken unless there is a quorum of at least two-thirds of the Contracting Parties.
12. The Scientific Council shall adopt, and amend as occasion may require, its rules of procedures.
13. The Commission may establish such subsidiary bodies and subcommittees as it considers desirable for the exercise of its duties and functions.
14. The Scientific Council shall adopt rules to provide for the participation as observers of representatives from inter-governmental organisations and non-governmental organisations to its meetings, as appropriate. The Scientific Council shall also adopt rules to provide for the participation of representatives of non-contracting Parties as observers to meetings of the Scientific Council. The rules shall not be unduly restrictive and shall provide for timely access to reports and records of the Scientific Council, subject to the procedural rules that the Scientific Council may adopt.

#### *Article VIII - the Secretariat*

1. The Secretariat shall provide services to the Commission and the Scientific Council in the exercise of its duties and functions.
2. The chief administrative officer of the Secretariat shall be the Executive Secretary, who shall be appointed by the Commission according to such procedures and on such terms as it may determine.

3. The employees of the Secretariat shall be appointed by the Executive Secretary in accordance with such rules and procedures as may be determined by the Commission. The Commission may ask the opinion of the Scientific Council, if required.
4. The Executive Secretary shall, subject to the general supervision of the Commission, have full power and authority over employees and employee-related issues of the Secretariat and shall perform such other functions as the Commission shall prescribe.

#### *Article IX -Budget*

1. Each Contracting Party shall pay the expenses of its own delegation to all meetings held pursuant to this Convention.
2. The Commission shall establish the contributions due from each Contracting Party under the annual budget on the following basis:
  - a) 10% of the budget shall be divided among the Coastal States in proportion to their nominal catches in the Convention Area in the year ending two years before the beginning of the budget year;
  - b) 30% of the budget shall be divided equally among all the Contracting Parties; and
  - c) 60% of the budget shall be divided among all Contracting Parties in proportion to their nominal catches in the Convention Area in the year ending two years before the beginning of the budget year.

The nominal catches referred to above shall be the reported catches of the fishery resources specified in the financial regulations adopted by the Commission pursuant to Article VI.

3. The Executive Secretary shall notify each Contracting Party of the contribution due from that Party as calculated under paragraph 2, and as soon as possible thereafter each Contracting Party shall pay to the Organization its contribution.
4. Contributions shall be payable in the currency of the country in which the headquarters of the Organization is located, except if otherwise authorized by the Commission.
5. The Executive Secretary shall for each financial year submit drafts of the annual budget to each Contracting Party together with a schedule of contributions, not less than sixty days before the annual meeting of the Organization at which the budgets are to be considered.
6. A Contracting Party acceding to this Convention during the course of a financial year shall contribute in respect of that year a part of the contribution calculated in accordance with the provisions of this Article that is proportional to the number of complete months remaining in the year.
7. A Contracting Party which has not paid its contributions in full for two consecutive years shall not enjoy any right of casting votes and presenting objections under this Convention until it has fulfilled its obligations, unless the Commission decides otherwise.
8. The financial affairs of the Organization shall be audited annually by external auditors to be selected by the Commission.

#### *Article X – Contracting Party Duties*

1. Each Contracting Party shall:
  - (a) promptly implement this Convention and any conservation, management and enforcement measures or matters which may be adopted by the Commission and by which they are bound;
  - (b) co-operate in furthering the objective of this Convention;

- (c) take all necessary measures in order to ensure the effectiveness of the conservation, management and enforcement measures adopted by the Commission and to enforce such measures;
  - (d) collect and exchange scientific, technical and statistical data pertaining to the living marine resources and their ecosystems of the Convention Area, and with respect to the fishery resources in accordance with Article 7, paragraph 6 of this Convention ensure that:
    - (i) complete and detailed information on commercial catches and fishing effort is collected;
    - (ii) appropriate measures are taken to verify the accuracy of such data;
    - (iii) biological sampling on the commercial catches is performed;
    - (iv) they contribute to the scientific knowledge of the living marine resources and their ecosystem; and
    - (v) information is made available in a timely manner to fulfil the requirements of the Scientific Council and the Commission;
  - (e) ensure that information on steps taken to implement the conservation, management and enforcement measures adopted by the Commission is provided in a timely manner.
2. Each Contracting Party shall make available to the Commission a statement of implementing and compliance measures, including the outcome of the proceedings referred to in Article XI paragraph 4, it has taken in accordance with this article and, in the case of coastal States that are Contracting Parties to this Convention, as regards the conservation, management and enforcement measures they have taken for straddling stocks occurring in waters under their jurisdiction in the Convention Area.
  3. Without prejudice to the primacy of the flag State, each Contracting Party shall, to the greatest extent possible, take measures, or cooperate, to ensure that its nationals and fishing vessels owned or operated by its nationals conducting fishing activities in the Convention Area comply with the provisions of this Convention and with the conservation, management and enforcement measures adopted by the Commission.
  4. Without prejudice to the primacy of the flag State, each Contracting Party shall, to the greatest extent possible, and when provided with the relevant information, immediately investigate and fully report on actions taken in response to any alleged serious infringement by its nationals, or foreign flagged fishing vessels owned or operated by its nationals, of the provisions of this Convention or any conservation, management and enforcement measure adopted by the Commission.

#### *Article XI – Flag State Duties*

1. Each Contracting Party shall ensure that:
  - (a) fishing vessels flying its flag operating in the Convention Area comply with the provisions of this Convention and the conservation, management and enforcement measures adopted by the Commission and that such vessels do not engage in any activity which undermines the effectiveness of such measures;
  - (b) fishing vessels flying its flag do not conduct unauthorized fishing activities within waters under national jurisdiction of a Coastal State within the Convention Area.
2. No Contracting Party shall allow any fishing vessel entitled to fly its flag to be used for fishing activities in the Regulatory Area unless it has been authorised to do so by the appropriate authorities of that Contracting Party.

3. Each Contracting Party shall:
  - (a) authorize the use of vessels flying its flag for fishing activities in the Regulatory Area only where it is able to exercise effectively its responsibilities in respect of such vessels under this Convention and in accordance with international law;
  - (b) maintain a record of fishing vessels entitled to fly its flag and authorized to fish for the fishery resources, and ensure that, for all such vessels, such information as may be specified by the Commission is entered in that record. Contracting Parties shall exchange this information in accordance with such procedures as may be adopted by the Commission.
4. Each Contracting Party shall, in accordance with measures adopted by the Commission, investigate immediately and report fully on actions taken in response to an alleged infringement by a vessel flying its flag of measures adopted by the Commission.
5. In respect of an alleged infringement referred to in paragraph 4, each Contracting Party shall ensure that appropriate measures are taken without delay, including administrative or judicial proceedings, in accordance with its laws.
6. Measures taken or sanctions applied pursuant to paragraph 5 by flag States in conformity with national legislation shall be adequate in severity to effectively secure compliance, discourage further infringements and deprive offenders of the benefits accruing from their illegal activities.

#### *Article XII – Port State Duties*

1. Measures taken by a Port State Contracting Party in accordance with this Convention shall take full account of the rights and the duties of a port State to take measures, in accordance with international law, to promote the effectiveness of conservation, management and enforcement measures. When taking such measures, a port State Contracting Party shall not unjustifiably discriminate in form or in fact against the fishing vessels of any State.
2. Each Port State Contracting Party shall implement the measures concerning inspections in port adopted by the Commission.
3. Nothing in this Article affects the exercise by the Contracting Party of their sovereignty over ports in their territory in accordance with international law.

#### *Article XIII – Decision making of the Commission*

1. As a general rule, decision-making in the Commission shall be by consensus. For the purposes of this Article, “consensus” means the absence of any formal objection made at the time the decision was taken.
2. If the Chairperson considers that all efforts to reach a decision by consensus have been exhausted, decisions of the Commission shall, except where otherwise provided, be taken by two-thirds majority of the votes of all Contracting Parties present and casting affirmative or negative votes, provided that no vote shall be taken unless there is a quorum of at least two-thirds of the Contracting Parties. Each Contracting Party shall have one vote in the voting proceedings of the Commission.

#### *Article XIV - Implementation of Commission Decisions*

1. Each proposal adopted by the Commission pursuant to Article VI shall become binding on the Contracting Parties in the following manner:
  - a) the Executive Secretary shall within five working days transmit each proposal to all Contracting Parties, specifying the date of transmittal for the purposes of paragraph 2.

- b) Subject to the provisions of paragraph 2, the proposal shall become binding upon all Contracting Parties sixty days following the date of transmittal pursuant to subparagraph a) unless otherwise specified in the proposal.
2. If any Contracting Party presents to the Executive Secretary an objection to a proposal within sixty days of the date of transmittal specified in the notification of the measure by the Executive Secretary, the proposal shall not become a binding measure until the expiration of forty days following the date of transmittal specified in the notification of that objection to the Contracting Parties. There upon any other Contracting Party may similarly object prior to the expiration of the additional forty day period, or within thirty days after the date of transmittal specified in the notification to the Contracting Parties of any objection presented within that additional forty-day period, whichever shall be the later. The proposal shall then become a binding measure on all Contracting Parties, except those which have presented objections, at the end of the extended period or periods for objecting. If, however, at the end of such extended period or periods, objections have been presented and maintained by a majority of Contracting Parties, the proposal shall not become a binding measure, unless any or all of the Contracting Parties nevertheless agree as among themselves to be bound by it on an agreed date.
  3. Any Contracting Party which has objected to a proposal may at any time withdraw that objection and the proposal shall then become a binding measure on such a Contracting Party, subject to the objection procedure provided for in this Article.
  4. At any time after the expiration of one year from the date on which a measure enters into force, any Contracting Party may give to the Executive Secretary notice of its intention not to be bound by the measure, and, if that notice is not withdrawn, the measure shall cease to be binding on that Contracting Party at the end of one year from the date of receipt of the notice by the Executive Secretary. At any time after a measure has ceased to be binding on a Contracting Party under this paragraph, the measure shall cease to be binding on any other Contracting Party upon the date a notice of its intention not to be bound is received by the Executive Secretary.
  5. Any Contracting Party which has presented an objection to a proposal under paragraph 2 or given notice of its intention not to be bound by a measure under paragraph 4 shall at the same time provide an explanation for its reasons for taking this action. This explanation shall specify whether the reasons for taking this action is that the Contracting Party considers that the proposal or measure is inconsistent of the provisions of this Convention, or that the proposal or measure unjustifiably discriminates in any form or fact against it. The explanation shall also include a declaration of its intentions following the objection or notice, including a description of the alternative measures it intends to take or has taken for the conservation, management and control of the relevant fishery resources in accordance with the objectives of this Convention.
  6. The Executive Secretary shall immediately notify each Contracting Party of:
    - (a) the receipt of each objection and withdrawal of objection under paragraphs 1 and 2;
    - (b) the date on which any proposal becomes a binding measure under the provisions of paragraph 1;
    - (c) the receipt of each notice under paragraph 3 and 4; and
    - (d) each explanation and description of alternative measures received under paragraph 5.
  7. In the event that any Contracting Party invokes the procedure set out in paragraphs 2, 4 and 5, the Commission shall meet at the request of any other Contracting Party to review the measure. At the time of such a meeting and within 30 days following the meeting, any Contracting Party shall have the right to notify the Commission that it is no longer able to accept the measure, in which case that Contracting Party shall no longer be bound by the measure.
  8. Pending the conclusions of a review meeting called in accordance with paragraph 7, any Contracting Party may request an ad-hoc expert panel established in accordance with Article XV to make recommendations on any interim measures following the invocation of the procedures pursuant to paragraphs 2, 4 and 5

which may be necessary in respect of the measure to be reviewed. Subject to paragraph 9, such interim measures shall be binding on all Contracting Parties if all Contracting Parties (other than those who have indicated that they are unable to accept the measure, pursuant to paragraphs 2 and 5) agree that the long-term sustainability of the stocks of the fishery resources covered by this Convention will be undermined in the absence of such measures.

9. This Article is without prejudice to the right of any other Contracting Party to invoke the dispute settlement procedures set out in Article XV in respect of a dispute concerning the interpretation or application of this Convention, in the event that all other methods to settle the dispute, including the procedures set out in this Article, have been exhausted.

#### *Article XV – Settlement of Disputes*

1. Contracting Parties shall co-operate in order to prevent disputes.
2. If any dispute arises between two or more Contracting Parties concerning the interpretation or application of this Convention, including the statement, declaration and measures referred to in paragraph 5 of Article XIV as well as any actions taken by a Contracting Party further to its application of Article XIV (2) or (4), those Contracting Parties, hereinafter referred to as Contracting Parties to the dispute, shall seek to resolve their dispute by negotiation, inquiry, mediation, conciliation, ad hoc panel procedures, arbitration, judicial settlement or other peaceful means of their own choice.
3. Where a dispute concerns the interpretation or application of a proposal adopted by the Commission pursuant to Article VI or matters related thereto, including the statement, declaration and measures referred to in paragraph 5 of Article XIV as well as any actions taken by a Contracting Party to the dispute further to its application of Article XIV (2) or (4), the parties to the dispute may submit the dispute to a non binding ad hoc panel constituted in accordance with the procedures laid down in Annex II of this Convention.

Where a dispute has been submitted to *ad hoc* panel procedures, the panel shall at the earliest possible opportunity confer with the Contracting Parties to the dispute and shall endeavour to resolve the dispute expeditiously. The panel shall present a report to the Contracting Parties to the dispute and through the Executive Secretary to the other Contracting Parties. The report shall as far as possible include any recommendations which the panel considers appropriate to resolve the dispute.

If the Contracting Parties to the dispute accept the recommendations of the ad hoc panel, they shall within 14 days of receipt of the panel's recommendations, notify, through the Executive Secretary, all other Contracting Parties of the actions they intend to take with a view to implementing the recommendations. Consideration of the recommendations of the ad hoc panel may be referred to the Commission, in accordance with the appropriate procedures of the Organization.

Where a dispute has not been resolved through agreement among the Contracting Parties to the dispute following the recommendations of the *ad hoc* panel it may be referred, on request of any one of the Contracting Parties to the dispute, to a binding dispute settlement procedure as provided in paragraph 5.

4. Where the Contracting Parties to a dispute have agreed to submit the dispute to *ad hoc* panel procedures, they may agree at the same time to apply provisionally the relevant proposal adopted by the Commission until the recommendations of the panel are presented, unless the parties have settled the dispute beforehand by other means.
5. If the Contracting Parties to the dispute do not agree to any other peaceful means to resolve a dispute, or no settlement has been reached by recourse to these means, the dispute shall be referred, if one of the Contracting Parties to the dispute so requests, to binding dispute settlement procedures set out in Part XV of the 1982 Convention or Part VIII of the 1995 Agreement.

If binding dispute settlement procedures are invoked in accordance with this paragraph, the Contracting Parties to the dispute, unless they agree otherwise, shall apply provisionally any recommendation made by the ad hoc panel pursuant to paragraph 3. Such provisional application of the panel's recommendation shall cease when the Contracting Parties to the dispute agree on arrangements of equivalent effect, when a court or tribunal to which the dispute has been referred has prescribed provisional measures or made a final determination or, in any case, at the date of expiration, if applicable, of the proposal of the Commission.

Subparagraph 3.3 shall apply *mutatis mutandis* to the provisional application of the ad hoc panel and to any final determination made by a court or tribunal to which the dispute was referred.

6. A court, tribunal or panel to which any dispute had been submitted under this Article shall apply the relevant provisions of:

- a) this Convention;
- b) the 1982 Convention;
- c) the 1995 Agreement,

as well as generally accepted standards for the conservation, management and enforcement as regards living marine resources and other rules of international law not incompatible with the said instruments, with a view to meet the objective of the Convention as set out in Article II.

7. Provided, however:

- (1) where a Contracting Party to a dispute is a State Party to the 1982 Convention, nothing in this Convention shall be argued or construed as preventing it from submitting the dispute to binding procedures pursuant to Part XV of the 1982 Convention as against any other State Party to that Convention; and
- (2) where a Contracting Party to a dispute is a State Party to the 1995 Agreement, nothing in this Convention shall be argued or construed as preventing it from submitting the dispute to binding procedures pursuant to Article 30 of the 1995 Agreement as against any other State Party to that Agreement.

#### *Article XVI – Co-operation with non-Contracting Parties*

1. The Commission shall request non-Contracting Parties to this Convention whose vessels fish in the Regulatory Area to cooperate fully with the Organization either by becoming a Party to the Convention or by agreeing to apply the conservation, management and enforcement measures adopted by the Commission with a view to ensuring that such measures are applied to all activities regulated by the Organization in the Regulatory Area.
2. Contracting Parties shall exchange information on the fishing activities of fishing vessels flying the flags of non-Contracting Parties to this Convention which are engaged in fishing activities in the Regulatory Area and of any action taken in response to fishing activities by non-Contracting Parties to this Convention.
3. Contracting Parties shall take measures consistent with this Convention and relevant international law to deter the activities of vessels flying the flags of non-Contracting Parties to this Convention which undermine the effectiveness of conservation, management and enforcement measures adopted by the Commission.
4. Contracting Parties shall draw the attention of any non-Contracting Party to this Convention to any activity undertaken by its nationals or vessels flying its flag which, in the opinion of the Contracting Party, undermines the effectiveness of conservation, management and enforcement measures adopted by the Commission.



5. Contracting Parties shall when needed seek co-operation with any non-Contracting Party to this Convention which has been identified as importing, exporting or re-exporting fishery products deriving from fishing activities in the Convention Area.

*Article XVII – Co-operation with other organisations*

1. The Organization shall cooperate, as appropriate, with the Food and Agriculture Organisation of the United Nations and with other specialised agencies of the United Nations and organisations on matters of mutual interests.
2. The Organization shall seek to develop cooperative working relationships with other intergovernmental organisations which can contribute to their work and which have an interest in ensuring the long-term conservation and sustainable use of living marine resources in the Convention area or have competence regarding the ecosystems where they occur.
3. The Commission may enter into agreements with the organisations referred to in this article and with other organisations as may be appropriate. The Commission may invite such organisations to send observers to its meetings, or to the meetings of any subsidiary bodies of the Organisation. The Commission may also seek participation in meetings of such organisations as appropriate.
4. In the application of Articles 2 and 3 of this Convention to fishery resources, the Organization shall cooperate with other relevant regional fisheries management organisations and take account of their conservation and management measures.

*Article XVIII – Review*

The Commission shall, at appropriate intervals, initiate reviews and assessments of the adequacy of provisions of this Convention and, if necessary, propose means of strengthening the substance and methods of implementation of those provisions in order to better address any continuing problems in meeting the objective of this Convention as set out in Article II.

*Article XIX – Amendments to the Convention*

1. Any Contracting Party may propose amendments to this Convention to be considered and acted upon by the Commission at an annual or a special meeting. Any such proposals shall be sent to the Executive Secretary at least ninety days prior to the meeting at which it is proposed to be acted upon, and the Executive Secretary shall immediately transmit the proposal to all Contracting Parties.
2. The adoption of a proposed amendment to the Convention by the Commission shall require a three-fourth majority of the votes of all Contracting Parties. The text of any amendments so adopted shall be transmitted by the Depositary to all Contracting Parties.
3. An amendment shall take effect for all Contracting Parties one hundred and twenty days following the date of transmittal specified in the notification by the Depositary of receipt of written notification of approval by three-fourths of all Contracting Parties unless any other Contracting Party notifies the Depositary that it objects to the amendment within ninety days of the date of transmittal specified in the notification by the Depositary of such receipt, in which case the amendment shall not take effect for any Contracting Party. Any Contracting Party which has objected to an amendment may at any time withdraw that objection. If all objections to an amendment are withdrawn, the amendment shall take effect for all Contracting Parties one hundred and twenty days following the date of transmittal specified in the notification by the Depositary of receipt of the last withdrawal.
4. Any Party which becomes a Contracting Party to the Convention after an amendment has been adopted in accordance with paragraph 2 shall be deemed to have approved the said amendment.

5. The Depositary shall promptly notify all Contracting Parties of the receipt of notifications of approval of amendments, the receipt of notifications of objection or withdrawal of objections, and the entry into force of amendments.
6. Notwithstanding the provisions of paragraph 1-5, the Commission may, on the request of the Scientific Council, by a two-thirds majority vote of all Contracting Parties, if deemed necessary for scientific or statistical purposes, modify the boundaries of the scientific and statistical subareas, divisions and subdivisions set out in Annex I, provided that each coastal State exercising fisheries jurisdiction in any part of the area affected concurs in such action.
7. Notwithstanding the provisions of paragraph 1-5, the Commission may, after having consulted the Scientific Council, by a two-thirds majority vote of all Contracting Parties, if deemed necessary for management purposes, divide the Regulatory Area into appropriate regulatory divisions and subdivisions. These may subsequently be modified in accordance with the same procedure. The boundaries of any such divisions and subdivisions shall be defined in Annex I.
8. Notwithstanding the provisions of paragraphs 1-5, the Commission may by two thirds majority vote modify the rules concerning the panel procedures pursuant to Article XV set out in Annex II, which forms an integral part of this Convention.

*Article XX - Signature, ratification, acceptance and approval*

1. This Convention shall be open for signature at Ottawa until 31 December 1978, by the Parties represented at the Diplomatic Conference on the Future of Multilateral Cooperation in the Northwest Atlantic Fisheries, held at Ottawa from 11 to 21 October 1977. It shall thereafter be open for accession.
2. This Convention shall be subject to ratification, acceptance or approval by the Signatories and the instruments of ratification, acceptance or approval shall be deposited with the Government of Canada, referred to in this Convention as "the Depositary".
3. This Convention shall enter into force upon the first day of January following the deposit of instruments of ratification, acceptance or approval by not less than six Signatories; at least one of which exercises fisheries jurisdiction in waters forming part of the Convention Area.
4. Any party which has not signed this Convention may accede thereto by a notification in writing to the Depositary. Accessions received by the Depositary prior to the date of entry into force of this Convention shall become effective on the date this Convention enters into force. Accessions received by the Depositary after the date of entry into force of this Convention shall become effective on the date of receipt by the Depositary.
5. The Depositary shall inform all Signatories and all Contracting Parties of all ratifications, acceptances or approvals deposited and accessions received.

*Article XXI- Withdrawal*

1. Any Contracting Party may withdraw from the Convention on 31 December of any year by giving notice on or before the preceding 30 June to the Depositary, which shall communicate copies of such notice to other Contracting Parties.
2. Any other Contracting Party may thereupon withdraw from the Convention on the same 31 December by giving notice to the Depositary within one month of the receipt of a copy of a notice of withdrawal given pursuant to paragraph 1.

*Article XXII - Registration*

1. The original of the present Convention shall be deposited with the Government of Canada, which shall communicate certified copies thereof to all the Signatories and to all the Contracting Parties.
2. The Depositary shall register the present Convention and any amendment thereof with the Secretariat of the United Nations.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Convention.

DONE at Ottawa, this 24th day of October, 1978, in a single original, in the English and French languages, each text being equally authentic.

FOR BULGARIA:  
 FOR CANADA:  
 FOR CUBA:  
 FOR DENMARK (IN RESPECT OF THE FAROE ISLANDS):  
 FOR THE EUROPEAN ECONOMIC COMMUNITY:  
 FOR THE GERMAN DEMOCRATIC REPUBLIC:  
 FOR ICELAND:  
 FOR JAPAN:  
 FOR NORWAY:  
 FOR POLAND:  
 FOR PORTUGAL:  
 FOR ROMANIA:  
 FOR SPAIN:  
 FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:  
 FOR THE UNITED STATES OF AMERICA:

The Under-Secretary of State for External Affairs certifies that this is a true copy of the original deposited in the Treaty Archives of the Government of Canada.

Under-Secretary of State for External Affairs

Annex I to the Convention – Scientific and  
Statistical Subareas, Divisions and Subdivisions

The scientific and statistical subareas, divisions and subdivisions provided for by Article IV of this Convention shall be as follows:

1(a) **Subarea 0**

That portion of the Convention Area bounded on the south by a line extending due east from a point at 61°00' north latitude and 65°00' west longitude to a point at 61°00' north latitude and 59°00' west longitude, thence in a southeasterly direction along a rhumb line to a point at 60°12' north latitude and 57°13' west longitude; thence bounded on the east by a series of geodisic lines joining the following points:

Point No.	Latitude	Longitude	Point No.	Latitude	Longitude	Point No.	Latitude	Longitude
1	60°12'0	57°13'0	40	67°28'3	57°55'3	79	71°31'8	62°32'0
2	61°00'0	57°13'1	41	67°29'1	57°56'1	80	71°32'9	62°33'5
3	62°00'5	57°21'1	42	67°30'7	57°57'8	81	71°44'7	62°49'6
4	62°02'3	57°21'8	43	67°35'3	58°02'2	82	71°47'3	62°53'1
5	62°03'5	57°22'2	44	67°39'7	58°06'2	83	71°52'9	63°03'9
6	62°11'5	57°25'4	45	67°44'2	58°09'9	84	72°01'7	63°21'1
7	62°47'2	57°41'0	46	67°56'9	58°19'8	85	72°06'4	63°30'9
8	63°22'8	57°57'4	47	68°01'8	58°23'3	86	72°11'0	63°41'0
9	63°28'6	57°59'7	48	68°04'3	58°25'0	87	72°24'8	64°13'2
10	63°35'0	58°02'0	49	68°06'8	58°26'7	88	72°30'5	64°26'1
11	63°37'2	58°01'2	50	68°07'5	58°27'2	89	72°36'3	64°38'8
12	63°44'1	57°58'8	51	68°16'1	58°34'1	90	72°43'7	64°54'3
13	63°50'1	57°57'2	52	68°21'7	58°39'0	91	72°45'7	64°58'4
14	63°52'6	57°56'6	53	68°25'3	58°42'4	92	72°47'7	65°00'9
15	63°57'4	57°53'5	54	68°32'9	59°01'8	93	72°50'8	65°07'6
16	64°04'3	57°49'1	55	68°34'0	59°04'6	94	73°18'5	66°08'3
17	64°12'2	57°48'2	56	68°37'9	59°14'3	95	73°25'9	66°25'3
18	65°06'0	57°44'1	57	68°38'0	59°14'6	96	73°31'1	67°15'1
19	65°08'9	57°43'9	58	68°56'8	60°02'4	97	73°36'5	68°05'5
20	65°11'6	57°44'4	59	69°00'8	60°09'0	98	73°37'9	68°12'3
21	65°14'5	57°45'1	60	69°06'8	60°18'5	99	73°41'7	68°29'4
22	65°18'1	57°45'8	61	69°10'3	60°23'8	100	73°46'1	68°48'5
23	65°23'3	57°44'9	62	69°12'8	60°27'5	101	73°46'7	68°51'1
24	65°34'8	57°42'3	63	69°29'4	60°51'6	102	73°52'3	69°11'3
25	65°37'7	57°41'9	64	69°49'8	60°58'2	103	73°57'6	69°31'5
26	65°50'9	57°40'7	65	69°55'3	60°59'6	104	74°02'2	69°50'3
27	65°51'7	57°40'6	66	69°55'8	61°00'0	105	74°02'6	69°52'0
28	65°57'6	57°40'1	67	70°01'6	61°04'2	106	74°06'1	70°06'6
29	66°03'5	57°39'6	68	70°07'5	61°08'1	107	74°07'5	70°12'5
30	66°12'9	57°38'2	69	70°08'8	61°08'8	108	74°10'0	70°23'1
31	66°18'8	57°37'8	70	70°13'4	61°10'6	109	74°12'5	70°33'7
32	66°24'6	57°37'8	71	70°33'1	61°17'4	110	74°24'0	71°25'7
33	66°30'3	57°38'3	72	70°35'6	61°20'6	111	74°28'6	71°45'8
34	66°36'1	57°39'2	73	70°48'2	61°37'9	112	74°44'2	72°53'0
35	66°37'9	57°39'6	74	70°51'8	61°42'7	113	74°50'6	73°02'8
36	66°41'8	57°40'6	75	71°12'1	62°09'1	114	75°00'0	73°16'3

37	66°49'5	57°43'0	76	71°18'9	62°17'5	115	75°05'	73°30'
38	67°21'6	57°52'7	77	71°25'9	62°25'5			
39	67°27'3	57°54'9	78	71°29'4	62°29'3			

and thence due north to the parallel of 78°10' north latitude; and bounded on the west by a line beginning at 61°00' north latitude and 65°00' west longitude and extending in a northwesterly direction along a rhumb line to the coast of Baffin Island at East Bluff (61°55' north latitude and 66°20' west longitude), and thence in a northerly direction along the coast of Baffin Island, Bylot Island, Devon Island and Ellesmere Island and following the meridian of 80° west longitude in the waters between those islands to 78°10' north latitude; and bounded on the north by the parallel of 78°10' north latitude.

1(b) **Subarea 0 is composed of two Divisions:**

Division 0–A

That portion of the Subarea lying to the north of the parallel of 66°15' north latitude;

Division 0–B

That portion of the Subarea lying to the south of the parallel of 66°15' north latitude.

2(a) **Subarea 1**

That portion of the Convention Area lying to the east of Subarea 0 and to the north and east of a rhumb line joining a point at 60°12' north latitude and 57°13' west longitude with a point at 52°15' north latitude and 42°00' west longitude.

2(b) **Subarea 1 is composed of six Divisions:**

Division 1A

That portion of the Subarea lying north of the parallel of 68°50' north latitude (Qasigiannguait);

Division 1B

That portion of the Subarea lying between the parallel of 66°15' north latitude (5 nautical miles north of Umanarsugssuak) and the parallel of 68°50' north latitude (Qasigiannguait);

Division 1C

That portion of the Subarea lying between the parallel of 64°15' north latitude (4 nautical miles north of Godthaab) and the parallel of 66°15' north latitude (5 nautical miles north of Umanarsugssuak);

Division 1D

That portion of the Subarea lying between the parallel of 62°30' north latitude (Frederikshaab Glacier) and the parallel of 64°15' north latitude (4 nautical miles north of Nuuk),

Division 1E

That portion of the Subarea lying between the parallel of 60°45' north latitude (Cape Desolation) and the parallel of 62°30' north latitude (Paamiut Glacier);

Division 1F

That portion of the Subarea lying south of the parallel of 60°45' north latitude (Cape Desolation).

3(a) **Subarea 2**

That portion of the Convention Area lying to the east of the meridian of 64°30' west longitude in the area of Hudson Strait, to the south of Subarea 0, to the south and west of Subarea 1 and to the north of the parallel of 52°15' north latitude.

3(b) **Subarea 2 is composed of three Divisions:**

Division 2G

That portion of the Subarea lying north of the parallel of 57°40' north latitude (Cape Mugford);

Division 2H

That portion of the Subarea lying between the parallel of 55°20' north latitude (Hopedale) and the parallel of 57°40' north latitude (Cape Mugford);

Division 2J

That portion of the Subarea lying south of the parallel of 55°20' north latitude (Hopedale).

4(a) **Subarea 3**

That portion of the Convention Area lying south of the parallel of 52°15' north latitude, and to the east of a line extending due north from Cape Bauld on the north coast of Newfoundland to 52°15' north latitude; to the north of the parallel of 39°00' north latitude; and to the east and north of a rhumb line commencing at 39°00' north latitude, 50°00' west longitude and extending in a northwesterly direction to pass through a point at 43°30' north latitude, 55°00' west longitude in the direction of a point at 47°50' north latitude, 60°00' west longitude until it intersects a straight line connecting Cape Ray, 47°37.0' north latitude; 59°18.0 west longitude on the coast of Newfoundland, with Cape North, 47°02.0' north latitude; 60°25.0' west longitude on Cape Breton Island; thence in a northeasterly direction along said line to Cape Ray, 47°37.0' north latitude, 59°18.0' west longitude.

4(b) **Subarea 3 is composed of six Divisions:**

Division 3K

That portion of the Subarea lying north of the parallel of 49°15' north latitude (Cape Freels, Newfoundland);

Division 3L

That portion of the Subarea lying between the Newfoundland coast from Cape Freels to Cape St. Mary and a line described as follows: beginning at Cape Freels, thence due east to the meridian of 46°30' west longitude, thence due south to the parallel of 46°00' north latitude, thence due west to the meridian of 54°30' west longitude, thence along a rhumb line to Cape St. Mary, Newfoundland.

Division 3M

That portion of the Subarea lying south of the parallel of 49°15' north latitude and east of the meridian of 46°30' west longitude;

Division 3N

That portion of the Subarea lying south of the parallel of 46°00' north latitude and between the meridian of 46°30' west longitude and the meridian of 51°00' west longitude;

Division 3O

That portion of the Subarea lying south of the parallel of 46°00' north latitude and between the meridian of 51°00' west longitude and the meridian of 54°30' west longitude;

### Division 3P

That portion of the Subarea lying south of the Newfoundland coast and west of a line from Cape St. Mary, Newfoundland to a point at 46°00' north latitude, 54°30' west longitude, thence due south to a limit of the Subarea;

Division 3P is divided into two Subdivisions:

3Pn – Northwestern Subdivision – That portion of Division 3P lying northwest of a line extending from 47°30.7' north latitude; 57°43.2' west longitude Newfoundland, approximately southwest to a point at 46°50.7' north latitude and 58°49.0' west longitude;

3Ps – Southeastern Subdivision – That portion of Division 3P lying southeast of the line defined for Subdivision 3Pn.

### 5(a) Subarea 4

That portion of the Convention Area lying north of the parallel of 39°00' north latitude, to the west of Subarea 3, and to the east of a line described as follows:

beginning at the terminus of the international boundary between the United States of America and Canada in Grand Manan Channel, at a point at 44°46' 35.346" north latitude; 66°54' 11.253" west longitude; thence due south to the parallel of 43°50' north latitude; thence due west to the meridian of 67°24'27.24" west longitude; thence along a geodetic line in a southwesterly direction to a point at 42°53'14" north latitude and 67°44'35" west longitude; thence along a geodetic line in a southeasterly direction to a point at 42°31'08" north latitude and 67°28'05" west longitude; thence along a geodetic line to a point at 42°20' north latitude and 67°18'13.15" west longitude;

thence due east to a point in 66°00' west longitude; thence along a rhumb line in a southeasterly direction to a point at 42°00' north latitude and 65°40' west longitude and thence due south to the parallel of 39°00' north latitude.

### 5(b) Subarea 4 is composed of six Divisions:

#### Division 4R

That portion of the Subarea lying between the coast of Newfoundland from Cape Bauld to Cape Ray and a line described as follows: beginning at Cape Bauld, thence due north to the parallel of 52°15' north latitude, thence due west to the Labrador coast, thence along the Labrador coast to the terminus of the Labrador-Quebec boundary, thence along a rhumb line in a southwesterly direction to a point at 49°25' north latitude, 60°00' west longitude, thence due south to a point at 47°50' north latitude, 60°00' west longitude, thence along a rhumb line in a southeasterly direction to the point at which the boundary of Subarea 3 intersects the straight line joining Cape North, Nova Scotia with Cape Ray, Newfoundland, thence to Cape Ray, Newfoundland;

#### Division 4S

That portion of the Subarea lying between the south coast of Quebec from the terminus of the Labrador-Quebec boundary to Pte. des Monts and a line described as follows: beginning at Pte. des Monts, thence due east to a point at 49°25' north latitude, 64°40' west longitude, thence along a rhumb line in an east-southeasterly direction to a point at 47°50' north latitude, 60°00' west longitude, thence due north to a point at 49°25' north latitude, 60°00' west longitude, thence along a rhumb line in a northeasterly direction to the terminus of the Labrador-Quebec boundary;

#### Division 4T

That portion of the Subarea lying between the coasts of Nova Scotia, New Brunswick and Quebec from Cape North to Pte. des Monts and a line described as follows: beginning at Pte. des Monts, thence due east to a point at 49°25' north latitude, 64°40' west longitude, thence along a rhumb line in a southeasterly direction to

a point at 47°50' north latitude, 60°00' west longitude, thence along a rhumb line in a southerly direction to Cape North, Nova Scotia;

#### Division 4V

That portion of the Subarea lying between the coast of Nova Scotia between Cape North and Fourchu and a line described as follows: beginning at Fourchu, thence along a rhumb line in an easterly direction to a point at 45°40' north latitude, 60°00' west longitude, thence due south along the meridian of 60°00' west longitude to the parallel of 44°10' north latitude, thence due east to the meridian of 59°00' west longitude, thence due south to the parallel of 39°00' north latitude, thence due east to a point where the boundary between Subareas 3 and 4 meets the parallel of 39°00' north latitude, thence along the boundary between Subareas 3 and 4 and a line continuing in a northwesterly direction to a point at 47°50' north latitude, 60°00' west longitude, and thence along a rhumb line in a southerly direction to Cape North, Nova Scotia;

Division 4V is divided into two Subdivisions:

4Vn – Northern Subdivision – That portion of Division 4V lying north of the parallel of 45°40' north latitude;

4Vs – Southern Subdivision – That portion of Division 4V lying south of the parallel of 45°40' north latitude,

#### Division 4W

That portion of the Subarea lying between the coast of Nova Scotia from Halifax to Fourchu and a line described as follows: beginning at Fourchu, thence along a rhumb line in an easterly direction to a point at 45°40' north latitude, 60°00' west longitude, thence due south along the meridian of 60°00' west longitude to the parallel of 44°10' north latitude, thence due east to the meridian of 59°00' west longitude, thence due south to the parallel of 39°00' north latitude, thence due west to the meridian of 63°20' west longitude, thence due north to a point on that meridian at 44°20' north latitude, thence along a rhumb line in a northwesterly direction to Halifax, Nova Scotia;

#### Division 4X

That portion of the Subarea lying between the western boundary of Subarea 4 and the coasts of New Brunswick and Nova Scotia from the terminus of the boundary between New Brunswick and Maine to Halifax, and a line described as follows: beginning at Halifax, thence along a rhumb line in a southeasterly direction to a point at 44°20' north latitude, 63°20' west longitude, thence due south to the parallel of 39°00' north latitude, and thence due west to the meridian of 65°40' west longitude.

### 6(a) **Subarea 5**

That portion of the Convention Area lying to the west of the western boundary of Subarea 4, to the north of the parallel of 39°00' north latitude, and to the east of the meridian of 71°40' west longitude.

### 6(b) **Subarea 5 is composed of two Divisions:**

#### Division 5Y

That portion of the Subarea lying between the coasts of Maine, New Hampshire and Massachusetts from the border between Maine and New Brunswick to 70°00' west longitude on Cape Cod (at approximately 42° north latitude) and a line described as follows: beginning at a point on Cape Cod at 70° west longitude (at approximately 42° north latitude), thence due north to 42°20' north latitude, thence due east to 67°18'13.15" west longitude at the boundary of Subareas 4 and 5, and thence along that boundary to the boundary of Canada and the United States;

#### Division 5Z

That portion of the Subarea lying to the south and east of Division 5Y.

Division 5Z is divided into two Subdivisions: an eastern Subdivision and a western Subdivision defined as follows:



5Ze – Eastern Subdivision – That portion of Division 5Z lying east of the meridian of 70°00' west longitude;

5Zw – Western Subdivision – That portion of Division 5Z lying west of the meridian of 70°00' west longitude.

7(a) **Subarea 6**

That part of the Convention Area bounded by a line beginning at a point on the coast of Rhode Island at 71°40' west longitude, thence due south to 39°00' north latitude, thence due east to 42°00' west longitude, thence due south to 35°00' north latitude, thence due west to the coast of North America, thence northwards along the coast of North America to the point on Rhode Island at 71°40' west longitude.

7(b) **Subarea 6 is composed of eight Divisions:**

Division 6A

That portion of the Subarea lying to the north of the parallel of 39°00' north latitude and to the west of Subarea 5;

Division 6B

That portion of the Subarea lying to the west of 70°00' west longitude, to the south of the parallel of 39°00' north latitude, and to the north and west of a line running westward along the parallel of 37°00' north latitude to 76°00' west longitude and thence due south to Cape Henry, Virginia;

Division 6C

That portion of the Subarea lying to the west of 70°00' west longitude and to the south of Subdivision 6B;

Division 6D

That portion of the Subarea lying to the east of Divisions 6B and 6C and to the west of 65°00' west longitude;

Division 6E

That portion of the Subarea lying to the east of Division 6D and to the west of 60°00' west longitude;

Division 6F

That portion of the Subarea lying to the east of Division 6E and to the west of 55°00' west longitude;

Division 6G

That portion of the Subarea lying to the east of Division 6F and to the west of 50°00' west longitude;

Division 6H

That portion of the Subarea lying to the east of Division 6G and to the west of 42°00' west longitude.

## **Annex II to the Convention – Rules concerning the panel procedure pursuant to Article XV**

1. The Executive Secretary shall establish and maintain a list of experts who are willing and able to serve as panellists. Each Contracting Party shall be entitled to nominate up to five experts whose competence in the legal, scientific or technical aspects of fisheries covered by the Convention is established. The nominating Contracting Party shall provide information on relevant qualifications and experience of each of its nominees.
2. The Contracting Parties to the dispute shall notify the Executive Secretary of their intention to submit a dispute to an ad hoc panel. The notification shall be accompanied by a full description of the subject matter of the dispute as well as the grounds invoked by each Party. The Executive Secretary shall promptly transmit a copy of the notification to all Contracting Parties.
3. Where another Contracting Party wishes to become Party to a dispute, it may join the process of constituting a panel, unless the original Parties to the dispute disagree. The Contracting Party wishing to become a party to the dispute should notify this intention within 15 days after having received the notification referred to in paragraph 2.
4. No sooner than 30 days and no later than 45 days after the notification referred to in paragraph 2, the Contracting Parties to the dispute shall notify the Executive Secretary of the constitution of the panel, including the names of the panellists and the time schedule for its work. Unless the Parties agree otherwise, the following shall apply:
  - a) the panel shall consist of three members;
  - b) the Contracting Parties to the dispute shall each select one panellist and agree on the third panellist;
  - c) the third panellist shall chair the panel;
  - d) the third panellist shall not be a national of either Contracting Party to the dispute and shall not be of the same nationality as either of the first two panellists; and
  - e) in case of a dispute between more than two Contracting Parties, Contracting Parties to the dispute which are of the same interest shall select one panellist jointly. If the Parties to the dispute can not agree on the nomination of the third panellist, the President of the International Tribunal of the Law of the Sea shall make the appointment, unless the Contracting Parties to the dispute agree that the appointment be made by another person or a third state.

The Executive Secretary shall promptly transmit a copy of the notification to all Contracting Parties.
5. Any Contracting Party, which is not a Party to the dispute, may attend all hearings of the panel, make written and oral submissions to the panel and receive the submissions of each Party to the dispute.
6. At the request of a Contracting Party to the dispute, or on its own initiative, the panel may seek information and technical advice from any person or body that it deems appropriate, provided that the Parties to the dispute so agree.
7. Unless the Contracting Parties to the dispute otherwise agree, the panel shall, within 90 days from the constitution of the panel, make its report and recommendations referred to in paragraph 3 of Article XV of the Convention. The report and recommendations shall be confined to the subject matter of the dispute and state the reasons on which they are based. The report and recommendations shall be communicated promptly, through the Executive Secretary, to all Contracting Parties.
8. The panel shall aim at reaching a consensus in its conclusions. If this is not possible the panel shall reach its conclusions by a majority of its members, who may not abstain from voting.
9. The panel may adopt any rules of procedure, which it deems necessary to accelerate the proceedings.
10. Costs of the panel shall be borne by the Contracting Parties to the dispute in equal parts.

**Annex 5. Scientific Council Response on the Issues referred to SC by the NAFO Reform WG  
(Extracted from the Report of the Scientific Council, June 2006)  
(Reform WG WP 06/17)**

Item 5 of the Report of the Scientific Council, June 2006 reads:

**5. NAFO Reform (SCS Doc. 06/21)**

The "Working Group on the Reform of NAFO" has referred the following issues to Scientific Council:

- *Are the provisions on the Scientific Council currently found in the Convention still adequate and are there any overlaps with the proposed functions of the new Commission?*
- *Review the proposal by Ukraine (Annex 15).*
- *Are the species listed in Annex 1 to the Convention still relevant in terms of the fishery resources currently found in the NAFO Convention Area (Canada proposed to delete Atlantic mackerel, Atlantic butterfish, and river herring from the current list)? Do any species need to be deleted or added to this list in the view of the Scientific Council?*
- *Are the duties of Contracting Parties regarding the collection and exchange of scientific, technical and statistical data pertaining to the Convention Area covered satisfactorily in the relevant paragraph of the Chairperson's Working Paper?*

The Scientific Council Chair explained that the NAFO Convention Reform process started in 2005 when General Council formed a Reform Working Group and invited its Chair to draft a proposal for a modified *NAFO Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries* (known as the *Chair's Working Paper* or *Chair's WP*) for discussion at the Montreal NAFO Reform meeting in April 2006. The *Chair's WP* is now in a second revision and was made available at the Scientific Council meeting in electronic form. The Chair asked participants to discuss those sections of the *Chair's WP* that are relevant to Scientific Council, principally *Article VII – the Scientific Council* which defines the Scientific Council and its role.

The Chair noted that the *Rules of Procedure for the Scientific Council* section in the *NAFO Rules of Procedure & Financial Regulations* (p. 23-30) could be modified by Scientific Council without the need for Fisheries Commission approval, but that discussion on this was not the purpose of this agenda item.

Scientific Council discussed the wider implications of the NAFO Reform process particularly as it related to the modern approach to fisheries management. The importance of the Ecosystem Approach to Fisheries (EAF) was outlined and it was noted that this term was not included in the *Chair's WP*, as no satisfactory single definition existed. However, the functional aspects of EAF were included as nine items listed in *Article III – Basic Principles*. It was noted that three recent ICES Documents (*ICES C.M. Doc.*, No. 2005/MCAP:03, *ICES C.M. Doc.*, No. 2006/MCAP:03 and *ICES Coop. Res. Rep.*, No. 267) were relevant to the NAFO Reform process, especially with regard to implementing the EAF in a managerial and scientific context. It was observed that Fisheries Commission was already addressing new types of questions to Scientific Council, such as the importance of corals, sea mounts, and the role of marine mammals in the ecosystem. These new questions form an extension of the current Scientific Council remit above and beyond the assessment of the fishery resource. It was noted that the scientific competence required to implement certain aspects of the EAF was not currently completely available within Scientific Council. It was suggested that Scientific Council consider working alongside or jointly with ICES, or other experienced scientific organisations, that could provide additional expertise to complement that available within the NAFO Scientific Council.

It was noted that the wording used in the *Chair's WP* should be consistent with, and was often taken from, other recently drafted or re-drafted conventions, for example CCSBT, SIOFA, CCAMLR, IATTC, NEAFC and UN Fish Stock Agreement.

It was also noted that there were items that were currently part of the *NAFO Convention*, that may be better placed in the *Rules of Procedure*.

Scientific Council nominated an *ad hoc* Working Group to review the *Chair's WP*. The working group comprised Manfred Stein (EU-Germany, Chair), Leonid Kokovkin (Russian Federation), Fred Serchuk (USA) and Bill Brodie (Canada).

The *ad hoc* Working Group produced a revised version of the *Chair's WP* (see NAFO SCS Doc. 06/21) based on the request from the "Working Group on the Reform of NAFO" as described in the four bullet points above.

There was a detailed and thorough discussion of many of the revisions made by the *ad hoc* Working Group and suggestions made by Scientific Council were incorporated. It was noted that, whereas most participants wanted the move the last sentence of Article VII.2 "*The Chairperson and Vice-Chairperson shall be from different Contracting Parties*" to the *Rules of Procedure*, there was one Contracting Party that objected to this. Russia agreed to drop this item from the text of the Convention to the Rules of Procedure only if the current text will not be changed.

Scientific Council notes the following:

1. All of the species listed in Annex 1 to the Convention still occur in the NAFO Convention Area.
2. There are several species currently regulated under the Convention - or for which advice or scientific information has been provided by the Scientific Council - that are not included on the list in Annex 1. These species include:

White hake.....	<i>Urophycis tenuis</i>
Thorny skate.....	<i>Amblyraja radiata</i>
Deepwater redfish.....	<i>Sebastes mentella</i>
Acadian redfish.....	<i>Sebastes fasciatus</i>
Greenland cod.....	<i>Gadus ogac</i>
Atlantic wolffish.....	<i>Anarhichas lupus</i>
Spotted wolffish.....	<i>Anarhichas minor</i>
Lumpsucker.....	<i>Cyclopterus lumpus</i>
Roughhead grenadier.....	<i>Macrourus berglax</i>
Roundnose grenadier.....	<i>Coryphaenoides rupestris</i>
Spiny dogfish.....	<i>Squalus acanthias</i>
Black dogfish.....	<i>Centroscyllium fabricii</i>

3. Scientific Council noted that the boundary definition of Division 3M does not include the south-western deeper part of the Flemish Cap. Certain deep-water species living on the south-western corner of the Flemish Cap are currently recorded under Division 3L. An exception has been made for shrimp by recording catches from the rectangular portion of 3L as 3M (see CEM 2006, Annex 12, Fig. 1, p. 1-8). Scientific Council **recommended** that *boundaries of Divisions 3M and 3L be re-defined so that 3M includes that small rectangle currently in 3L*.
4. The Scientific Council Chair will formally send NAFO SCS Doc. 06/21 to the Chair of the Reform Working Group and ask that the revisions contained in this document be considered for inclusion in to the new Convention.

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**NOTE BY THE SECRETARIAT:** As SCS Doc. 06/21 with all attachments is very lengthy, the Secretariat extracted the Scientific Council's annotated copy of the Chairs Working Paper and appends it to this working paper.

(Annex 4 of SCS Doc. 06/21) Revisions to the Reform W.G. W.P. 06/1 Revision 2 (Annotated copy containing revisions by SC).

Northwest Atlantic



Fisheries Organization

**Reform W.G. W.P. 06/1 Revision 2**

### Explanatory Note

#### Article I

The definitions are now in alphabetical order. A definition of contracting parties has been introduced and the definition on code of conduct has been deleted since it is not used later on in the text.

In relation to the definition of fishery resources, my understanding is that seals fall outside the proposed definition (since they are neither a fish, molluscs or crustacean) and would therefore not be subject to any potential management measures by NAFO. Seals fall however into the definition ~~of~~ of living marine resources, and therefore could be taken into account in the work of NAFO, including scientific.

In relation to sharks, those that are included in Annex 1 to the 1982 Convention would not fall under the direct mandate of NAFO. If that Annex includes all shark species that are relevant for NAFO waters, is another question, but potentially some shark species which are not listed in the said Annex 1 would still be under the mandate of NAFO.

#### Article II

Given some divergent views on this matter, I've tried to keep the wording relating to management of fishery resources close to the wording of the corresponding Article in the UN Fish stocks Agreement (Article 2). It seems also that recently negotiated Conventions or Agreements, at least those I am aware of, is following this line<sup>1</sup>. Very similar wording is also used in the St Johns declaration<sup>2</sup> which of course is of direct relevance to us since the mandate of the working Group is based on that declaration. One possible exception ~~is~~ in this regard are the proposed amendments to the NEAFC Convention which were circulated during the meeting<sup>3</sup> but I understand from the Secretary of NEAFC that this amendment has not yet been adopted by NEAFC, and might therefore still be subject to change.

<sup>1</sup> Article 2 of the SEAFO convention reads: the objective of this convention is to ensure the long term conservation and sustainable use of the fishery resources in the convention area through the effective implementation of this convention. Article 2 of the South Indian oceans fisheries Agreement (SIOFA) (which will be opened to signature in July 2006 at the premises of FAO) reads: The objectives of this agreement are to ensure the long term conservation and sustainable use of fishery resources in the Area through co-operation among parties, and to promote sustainable development of fisheries in the area, taking into account the needs of developing states... Article II of the IATTC Convention reads: the objective of this Convention is to ensure the long term conservation and sustainable use of the fish stocks covered by this Convention. Article 2 of the WCPFC Convention reads: The objective of this convention is to ensure, through effective management, the long term conservation and sustainable use of highly migratory fish stocks in the western and central Pacific Ocean in accordance with the 1982 convention and 1995 agreement.

<sup>2</sup> See preamble.

<sup>3</sup> The proposed amendment to Article 2 of the NEAFC convention reads: The objective of this convention is to ensure the long term conservation and optimum utilisation of the fishery resources in the Convention area, providing sustainable, economic, environmental and social benefits.

### **Article III**

I've also tried to keep the wording of this Article close to the corresponding Article 5 of the UN fish stocks Agreement (insofar it is relevant for NAFO), and thereby inter alia tried to cater for those who wished to maintain a reference to optimum utilisation. I hope that the preamble read together with Articles 2 and 3 reflects this balance.

The main reason for keeping this article and not moving the content to the functions of the new Commission is that some of the functions of the new Commission are limited to the Regulatory Area. These principles in Article 3 would thus apply in the entire area of application. I also see a benefit in fixing a number of fundamental principles up front in the Convention (in particular for outside readers, since this organisation often is subject to external scrutiny) even if that to a certain extent creates some repetition later on in the text.

### **Article IV**

I've incorporated a paragraph on statistical and scientific sub-areas, which was previously elsewhere in the text. The simplified procedure to amend the related Annex has been placed in the article on amendments.

I've also redone the last paragraph on maritime claims following concerns by Russia. The new wording is inspired by the SEAFO convention.

### **Article VI**

This is the result of the proposal by Norway to merge two previous Articles.

In relation to paragraphs 4 and 5, I've tried to regroup the issues as to whether they deal with management control or administration. I've made a separate paragraph with more scientific functions which will require some co-ordination with the scientific council.

I believe however that some further work will be needed on these paragraphs, in particular to ensure that there is no overlap in the functions of the Commission and the Scientific Council (see article VII.4). You might recall that the initial wording of these paragraphs came from the SEAFO Convention following the suggestion by the EU. In SEAFO however, the scientific committee is a subsidiary body to the Commission which is not the case in NAFO.

### **Article VII**

This is the result of the proposal of Norway to merge all Article of relevance to the Scientific Council into one Article. The substance has however not changed to a great extent compared to the previous version of the working paper.

### **Articles X-XI**

I have at the end of the day maintained a separate Article for the duties of the flag state (which refers to authorisation to fish, monitoring of activities, and follow up to any infringements) inspired by the SEAFO Convention, but eliminated identified areas of repetition between the article on contracting party duties. Even if the purposes of Article 10.3 and 11.4 may at first hand seem very similar, the scope of Article 10.3 is broader in the sense that it is not limited to the activities of vessels flying its flag but also creates an obligation to keep an eye on its nationals more in general.

### **Article XII**

I have maintained a separate article on port states duties because of the very nature of these duties, which per definition creates duties outside the Convention area. Port state duties has for the very same reason been kept in a separate section in the Conservation and enforcement measures.

These provisions have also been made more general to allow for evolution within this field, for example port closures.

**Article XIV**

The main structure of this article remains more or less the same as in the previous version since parties needed more time to consider this matter.

**Article XIX**

There are three new provisions in this article, of which two already existed elsewhere in the text. Since there is a fast track procedure to change one of the annexes, I thought that such a procedure could apply also to other annexes.

Northwest Atlantic



Fisheries Organization

**Reform W.G. W.P. 06/1 Revision 2**

**Working Paper by the Chair**

**Convention on  
Cooperation in the Northwest  
Atlantic Fisheries**

The CONTRACTING PARTIES,

NOTING that the coastal States of the Northwest Atlantic have established areas of national jurisdiction in accordance with the United Nations Convention on the Law of the Sea of 20 December 1982, and general principles of international law within which they exercise sovereign rights for the purpose of exploring and exploiting, conserving and managing living marine resources;

RECOGNISING the relevant provisions of the United Nations Convention on the Law of the Sea of 10 December 1982; the Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks, 1995, the Agreement to Promote Compliance with International Conservation and Management Measures by Fishing Vessels on the High Seas, 1993, taking into account the Code of Conduct for Responsible Fisheries adopted by the 28th Session of the Conference of the Food and Agriculture Organisation of the United Nations in October 1995 and relevant Action Plans adopted by the Food and Agriculture Organization of the United Nations;

RECOGNISING the economic and social benefits deriving from the sustainable use of fishery resources;

DESIRING to promote the long term conservation and sustainable use of the fishery resources of the Northwest Atlantic area, and accordingly to encourage international cooperation and consultation with respect to these resources;

CONSCIOUS of the need to safeguard the marine environment of the Northwest Atlantic area, to preserve protect MS1 its biodiversity and to minimise the risk of long term or irreversible effects of fishing operations in that area;

COMMITTED to responsible fisheries as well as to combat Illegal, Unreported and Unregulated (IUU) fishing activities;

HAVE AGREED as follows:

*Article I – Definitions*

1. For the purpose of this Convention, the following definitions apply:
  - (a) “1982 Convention” means the United Nations Convention on the law of the Sea of 10 December 1982;
  - (b) “1995 Agreement” means the Agreement for the implementation of the Provisions of the United Nations Convention on the law of the Sea of 10 December 1982 relating to the conservation and management of Straddling fish Stocks and Highly Migratory Fish Stocks, 1995;
  - (c) “Coastal State” means a Contracting Party exercising fisheries jurisdiction in waters forming part of the Convention Area;



- (d) “Contracting Party” means any State or regional economic integration organisation which has consented to be bound by this Convention, and for which the convention is in force;
- (e) “Convention Area”, means the Area to which this Convention applies, as prescribed in Article IV;
- (f) “Fishery resources” means all resources of fish, molluscs and crustaceans within the Convention Area excluding:
  - (i) sedentary species subject to the exclusive sovereign rights of Coastal States pursuant to Article 77 of the 1982 Convention; and
  - (ii) in so far as they are managed by other international Conventions or Agreements, anadromous, catadromous stocks as well as highly migratory species listed in Annex I of the 1982 Convention;
- (g) “Fishing activities” means fishing, fish processing operations, the transshipment of fish or fish products, and any other activity in preparation for or related to fishing;
- (h) “Fishing vessel” means any vessel which is or has been engaged in fishing activities, including fish processing vessels and vessels engaged in transshipment or any other activity in preparation for or related to fishing, including experimental or exploratory fishing;
- (i) “Flag State” means, unless otherwise indicated:
  - (i) a state whose vessels are entitled to fly its flag; or
  - (ii) a regional economic integration organisation in which vessels are entitled to fly the flag of a member State of that regional economic integration organisation;
- (j) “Living marine resources” means all living components of the marine ecosystems;
- (k) “Marine biological diversity” means the variability among marine living organisms and the ecological complexes of which they are part; this includes diversity within species, between species and of ecosystems;<sup>[MS2]</sup>
- (l) “Nationals” mean both natural and legal persons;
- (m) “Port state” means any Contracting Party receiving fishing vessels in their ports including offshore terminals and other installations for landing, transshipping, refuelling or re-supplying;
- (n) “Regional economic integration organisation” means a regional economic integration organisation to which its member States have transferred competence over matters covered by this Convention, including the authority to make decisions binding on its member States in respect of those matters;
- (o) “Regulatory Area” means the part of the Convention Area which lies beyond the areas in which Coastal States exercise fisheries jurisdiction;

### *Article II - Objectives*

The objectives of this Convention are to ensure the long term conservation and sustainable use of the fishery resources in the Convention Area and to <sup>safeguard</sup><sup>[MS3]</sup> the marine ecosystems in which these resources occur.

### *Article III – Basic Principles*

In giving effect to the objectives of this Convention in particular the following principles shall apply:

- (a) measures shall ensure the long-term sustainability of fisheries resources and promote the objective of their optimum utilisation;
- (b) measures shall be based on the best scientific advice available and be designed to maintain fishery resources at levels capable of producing maximum sustainable yield, and to rebuild ~~depleted~~ fishery resources to the said levels;
- (c) measures shall be based on the precautionary approach;

- (d) measures shall take due account of the impact of fishing activities on other species and marine ecosystems and in doing so, measures shall be adopted to address the need to minimize harmful impact on living marine resources and marine ecosystems;
- (e) measures shall take due account of the need to ~~conserve-protect~~<sup>[MS4]</sup> marine biological diversity;
- (f) measures shall be taken to prevent or eliminate overfishing and excess fishing capacity, and to ensure that levels of fishing effort do not exceed those commensurate with the sustainable use of the fishery resources;
- (g) measures shall be taken to ensure that complete and accurate data concerning the fishing activities within the area of application ~~is~~<sup>are</sup> collected and shared in a timely manner among the Contracting Parties to this Convention.
- (h) measures shall be taken to ensure effective compliance with management measures and that sanctions for any infringements are adequate in severity; and
- (gi) measures shall take due account of the need to minimise pollution and waste originating from fishing vessels as well as minimise discards, catch by lost or abandoned gear, catch of species not subject to a directed fishery and impacts on associated or dependent species, in particular endangered species.

#### *Article IV – Area of application and maritime claims*

1. This Convention applies to the waters of the Northwest Atlantic Ocean north of 35°00' north latitude and west of a line extending due north from 35°00' north latitude and 42°00' west longitude to 59°00' north latitude, thence due west to 44°00' west longitude, and thence due north to the coast of Greenland, and the waters of the Gulf of St. Lawrence, Davis Strait and Baffin Bay south of 78°10' north latitude.
2. The Convention Area shall be divided into scientific and statistical subareas, divisions and subdivisions, the boundaries of which shall be those defined in Annex I to this Convention. This Annex forms an integral part of this Convention.
3. Nothing in this Convention shall constitute recognition of the claims or positions of any Contracting Party concerning the legal status and extent of waters and zones claimed by any such Contracting Party.

#### *Article V – the Organisation*

1. Contracting Parties agree to establish, maintain and strengthen the Northwest Atlantic Fisheries Organisation, herein "NAFO" which shall carry out the functions set forth in this Convention in order to achieve the objectives of this Convention.
2. NAFO shall consist of:
  - a) a Commission and any subsidiary bodies and sub-committees that the Commission establishes to assist it in its work;
  - b) a Scientific Council and any subsidiary bodies and sub-committees that the Scientific Council establishes to assist it in its work; and
  - c) a Secretariat.
3. NAFO shall have legal personality and shall enjoy in its relations with other international organisations and in the territories of the Contracting Parties such legal capacity as may be necessary to perform its functions and achieve its ends. The immunities and privileges which NAFO and its officers shall enjoy in the territory of a Contracting Party shall be subject to agreement between NAFO and the Contracting Party

where the Headquarters is established, including, in particular, a Headquarters agreement between NAFO and the host Contracting Party.

4. The Chairperson of the Commission shall be the President of NAFO and shall be its principal representative.
5. The headquarters of NAFO shall be at the regional municipality of Halifax, Nova Scotia, Canada, or at such other place as may be decided by the Commission.

#### *Article VI – The Commission*

1. Each Contracting Party shall be a member of the Commission and shall appoint one representative to the Commission who may be accompanied by alternative representatives, experts and advisers.
2. The Commission shall elect a Chairperson and a Vice-Chairperson, each of whom shall serve for a term of two years and shall be eligible for re-election but shall not serve for more than four years in succession. The Chairperson and Vice-Chairperson shall be representatives of different Contracting Parties.
3. The Chairperson of the Commission shall convene a regular annual meeting of ~~NAFO-the Commission~~ at a place decided upon by the Commission. Any meeting of the Commission, other than the annual meeting, may be called by the Chairperson at such time and place as the Chairperson may determine, upon the request of a Contracting Party.
4. The Commission shall in accordance with the principles set out in Article III exercise the following functions:
  - a) formulate and adopt proposals for conservation and management measures to achieve the objectives of this Convention within the Regulatory Area;
  - b) establish total allowable catches and/or levels of fishing effort and determine the nature and extent of participation in fishing;
  - c) adopt, where necessary, proposals for conservation and management measures to minimise the impact of fishing activities on living marine living resources belonging to the same ecosystem or associated with or dependent upon the fishery resources subject to a directed fishery and marine ecosystems[MS5];
  - d) establish appropriate cooperative mechanisms for effective monitoring, control, surveillance and enforcement of the conservation and management measures adopted by the Commission. Those mechanisms shall include:
    - (i) provision for reciprocal rights of boarding and inspection by the Contracting Parties within the Regulatory Area and for flag State prosecution and sanctions on the basis of evidence resulting from such boardings and inspections,
    - (ii) controls in ports where fishery resources originating from the Convention Area are being landed;
  - e) adopt proposals for measures to promote compliance by vessels flying the flag of non-Contracting Parties to this Convention with the measures agreed by the Commission;
  - f) supervise the organisational, administrative, financial and other internal affairs of NAFO, ~~including the relations among its constituent bodies~~ and consult with Scientific Council as appropriate;
  - g) direct the external relations of NAFO;
  - h) approve the budget of NAFO pursuant to Article IX; and
  - i) exercise any other authority or function as is conferred upon it by this Convention.
5. The Commission shall exercise the following functions in collaboration with the Scientific Council:

- a) identify conservation and management needs;
  - b) keep under review the status of stocks and gather, analyse and disseminate relevant information on stocks;
  - c) assess the impact of fishing, and other human activities where appropriate and environmental factors on stocks subject to a directed fishery and species belonging to the same ecosystem or associated with a dependent upon the stocks subject to a directed fishery on living marine resources and marine ecosystems;
  - ~~d) develop measures for the conduct of fishing for scientific purposes;~~
  - ed) develop rules for the collection, submission, verification of, access to and use of data;
6. In the exercise of its functions under paragraphs 4 and 5, the Commission shall seek to ensure consistency between:
- a) any proposal that applies to a stock or group of stocks occurring both within the Regulatory Area and within an area under the fisheries jurisdiction of a Coastal State, or any proposal that would have an effect through species interrelationships on a stock or group of stocks occurring in whole or in part within an area under the fisheries jurisdiction of a Coastal State; and
  - b) any measures or decisions taken by the coastal State for the management and conservation of that stock or group of stocks with respect to fishing activities conducted within the area under its fisheries jurisdiction.
- The appropriate Coastal State and the Commission shall accordingly promote the coordination of such proposals, measures and decisions. Each Coastal State shall keep the Commission informed of its measures and decisions for the purpose of this Article.
7. Proposals adopted by the Commission for the allocation of fishing opportunities in the Regulatory Area shall take into account the interests of Contracting Parties whose vessels have traditionally fished within that Area, and, in the allocation of fishing opportunities from the Grand Bank and Flemish Cap, the Commission shall give special consideration to the Contracting Party whose coastal communities are primarily dependent on fishing for stocks related to these fishing banks and which has undertaken extensive efforts to ensure the conservation of such stocks through international action, in particular, by providing surveillance and inspection of international fisheries on these banks under an international scheme of joint enforcement.
8. The Commission may refer to the Scientific Council any question pertaining to the scientific basis for the decisions it may need to take concerning fishery resources, the impact of fishing on living marine resources, and the conservation-safeguarding of the ecosystems in which they these resources occur.
9. The Commission shall adopt, and amend as occasion may require, rules for the conduct of its meetings and for the exercise of its functions as well as financial regulations.
10. The Commission may establish such Committees and subcommittees as it considers desirable for the exercise of its duties and functions.
- ~~(a)~~11. The Commission shall adopt rules to provide for the participation as observers of representatives from inter-governmental organisations and non-governmental organisations to the meetings of the Organizations Commission. The Commission shall also adopt rules to provide for the participation of representatives of non-contracting Parties as observers or in any other status as it may decide to meetings of NAFO Commission. The rules shall not be unduly restrictive and shall provide for timely access to reports and records of NAFO Commission, subject to the procedural rules that the Commission may adopt.

*Article VII – the Scientific Council*

- 1.2. Each Contracting Party shall be a member of the Scientific Council and shall appoint to the Council its own representatives who may be accompanied at any of its meetings by alternates, experts and advisers.
- 2.3. The Scientific Council shall elect a Chairperson and a Vice-Chairperson, each of whom shall serve for a term of two years and shall be eligible for re-election but shall not serve for more than four years in succession. The Chairperson and Vice-Chairperson shall be ~~representatives offrom~~ different Contracting Parties. [MS6]
- 3.4. Any meeting of the Scientific Council, ~~other than the annual meeting [MS7] convened pursuant to Article VI paragraph 3,~~ may be called by the Chairperson at such time and place as the Chairperson may determine, ~~upon the request of a Coastal State or upon the request of a Contracting Party with the concurrence of another Contracting Party.~~
- 4.5. The functions of the Scientific Council shall be:
  - a) to provide a forum for consultation and cooperation among the Contracting Parties with respect to the study, appraisal and exchange of scientific information and views relating to the fisheries-fishery resources of the Convention Area and their ecosystems, ~~fishery resources status and their forecast including environmental and ecological factors affecting these fisheries,~~ and to encourage and promote cooperation among the Contracting Parties in scientific research ~~designed to fill gaps in knowledge pertaining to these matters;~~
  - b) to compile and maintain statistics and records and to publish or disseminate reports, information and materials pertaining to the fisheries-fishery resources of the Convention Area and their ecosystems, ~~including environmental and ecological factors affecting these fisheries;~~
  - c) to provide scientific advice to the Commission, pursuant to paragraph 7 or on its own initiative pursuant to the objectives of Article II;
  - ed) to provide scientific advice to coastal States, where requested to do so pursuant to paragraph 8; and or on its own initiative pursuant to the objectives of Article II;
  - d) ~~to provide scientific advice to the Commission, pursuant to paragraph 7 or on its own initiative as required for the purposes of the Commission.~~
- 5.6. The functions of the Scientific Council may, where appropriate, be carried out in cooperation with other public or private organisations having related objectives.
- 6.7. The Contracting Parties shall furnish to the Scientific Council any available statistical and scientific information ~~requested~~ required by the Council for the purpose of this Article.
- 7.8. The Scientific Council shall consider and report on any question referred to it by the Commission pertaining to the scientific basis for the management and conservation of fishery-living marine resources and their ecosystems ~~in which they occur within the Regulatory Area, and shall take into account the terms of reference specified by the Commission in respect of that question.~~
- 8.9. The Scientific Council shall, at the request of a Coastal State, consider and report on any question pertaining to the scientific basis for the management and conservation of fishery-living marine resources and their ~~conservation of the ecosystems in which they occur in waters under the fisheries jurisdiction of that Coastal State.~~
- 9.10. The Commission and/or a Coastal State shall, in consultation with the Scientific Council, specify terms of reference for the consideration of any question referred to the Council ~~pursuant to paragraph 8.~~ These terms of reference shall include, along with any other matters deemed appropriate, such of the following as are applicable:

- a) a statement of the question referred, including a description of the fisheries and area to be considered;
- b) where scientific estimates or predictions are sought, a description of any relevant factors or assumptions to be taken into account; and
- c) where applicable, a description of any objectives the Commission or Coastal State is seeking to attain and an indication of whether specific advice or a range of options should be provided. [MS8]

~~10~~11. Scientific advice to be provided by the Scientific Council pursuant to this Convention shall be determined by consensus. Where consensus cannot be achieved, the Council shall set out in its report all views advanced on the matter under consideration[MS9].

~~11~~12. Decisions of the Scientific Council with respect to the election of officers, the adoption and the amendment of rules and other matters pertaining to the organisation of its work shall be taken by a majority of the votes of all Contracting Parties present and casting affirmative or negative votes, and for these purposes each Contracting Party shall have one vote. No vote shall be taken unless there is a quorum of at least two-thirds of the Contracting Parties. [MS10]

~~12~~13. The Scientific Council shall adopt, and amend as occasion may require, rules for the conduct of its meetings and for the exercise of its duties and functions.

~~13~~14. The ~~Commission~~ Scientific Council may establish such Committees and subcommittees as it considers desirable for the exercise of its duties and functions.

#### *Article VIII - the Secretariat*

1. The Secretariat shall provide services to NAFO in the exercise of its duties and functions.
2. The chief administrative officer of the Secretariat shall be the Executive Secretary, who shall be appointed by the Commission according to such procedures and on such terms as it may determine.
3. The employees of the Secretariat shall be appointed by the Executive Secretary in accordance with such rules and procedures as may be determined by the Commission in consultation with Scientific Council as appropriate.
4. The Executive Secretary shall, subject to the general supervision of the Commission, have full power and authority over employees and employee-related issues of the Secretariat and shall perform such other functions as the Commission shall prescribe.

#### *Article IX -Budget*

1. Each Contracting Party shall pay the expenses of its own delegation to all meetings held pursuant to this Convention.
2. The Commission shall establish the contributions due from each Contracting Party under the annual budget on the following basis:
  - a) 10% of the budget shall be divided among the Coastal States in proportion to their nominal catches in the Convention Area in the year ending two years before the beginning of the budget year;
  - b) 30% of the budget shall be divided equally among all the Contracting Parties; and
  - c) 60% of the budget shall be divided among all Contracting Parties in proportion to their nominal catches in the Convention Area in the year ending two years before the beginning of the budget year.

The nominal catches referred to above shall be the reported catches of the fishery resources specified in the financial regulations adopted by the Commission pursuant to Article VI.

3. The Executive Secretary shall notify each Contracting Party of the contribution due from that Party as calculated under paragraph 2, and as soon as possible thereafter each Contracting Party shall pay to NAFO its contribution.
4. Contributions shall be payable in the currency of the country in which the headquarters of NAFO is located, except if otherwise authorized by the Commission.
5. The Executive Secretary shall for each financial year submit drafts of the annual budget to each Contracting Party together with a schedule of contributions, not less than sixty days before the annual meeting of NAFO at which the budgets are to be considered.
6. A Contracting Party acceding to this Convention during the course of a financial year shall contribute in respect of that year a part of the contribution calculated in accordance with the provisions of this Article that is proportional to the number of complete months remaining in the year.
7. A Contracting Party which has not paid its contributions in full for two consecutive years shall not enjoy any right of casting votes and presenting objections under this Convention until it has fulfilled its obligations, unless the Commission decides otherwise.
8. The financial affairs of NAFO shall be audited annually by external auditors to be selected by the Commission.

*Article X – Contracting Party Duties*

1. Each Contracting Party shall:
  - (a) promptly implement this Convention and any conservation, management and enforcement measures or matters which may be adopted by the Commission and by which they are bound;
  - (b) co-operate in furthering the objective of this convention;
  - (c) take appropriate measures, in accordance with the measures adopted by the Commission, in order to ensure the effectiveness of the measures adopted by the Commission;
  - (d) collect and exchange scientific, technical and statistical data pertaining to the living marine resources and their ecosystems of the Convention Area, and with respect to the fishery resources ensure that in accordance with Annex 1 of the 1995 Agreement ~~and ensure that~~:
    - (i) complete and detailed information on commercial catches and fishing effort is collected
    - (ii) appropriate measures are taken to verify the accuracy of such data;
    - (iii) biological sampling on the commercial catches is performed;
    - (iv) they contribute to the scientific knowledge of the living marine resources and their ecosystem;
    - (v) information is made available in a timely manner to fulfil the requirements of the Scientific Council and Commission;
  - (e) ensure that information on steps taken to implement the conservation, management and enforcement measures adopted by the Commission is provided in a timely manner.
2. Each Contracting Party shall make available to the Commission a statement of implementing and compliance measures, including the outcome of the proceedings referred to in Article XI paragraph 4, it has taken in accordance with this article and, in the case of coastal States that are Contracting Parties to this Convention, as regards the conservation, management and enforcement measures they have taken for straddling stocks occurring in waters under their jurisdiction in the Convention Area.

3. Without prejudice to the primacy of the responsibility of the flag State, each Contracting Party shall, to the greatest extent possible, take measures, or cooperate, to ensure that its nationals and fishing vessels owned or operated by its nationals fishing in the Convention Area comply with the provisions of this Convention and with the conservation, management and enforcement measures adopted by the Commission.
4. Each Contracting Party shall, to the greatest extent possible, and when provided with the relevant information, immediately investigate and fully report on actions taken in response to any alleged serious infringement by its nationals, or fishing vessels owned or operated by its nationals, of the provisions of this Convention or any conservation, management and enforcement measure adopted by the Commission.

#### *Article XI – Flag State Duties*

1. Each Contracting Party shall ensure that:
  - (a) fishing vessels flying its flag operating in the Convention Area comply with the provisions of this Convention and the conservation, management and enforcement measures adopted by the Commission and that such vessels do not engage in any activity which undermines the effectiveness of such measures;
  - (b) fishing vessels flying its flag do not conduct unauthorized fishing within waters under national jurisdiction of a coastal State within the Convention Area.
2. No Contracting Party shall allow any fishing vessel entitled to fly its flag to be used for fishing in the Regulatory Area unless it has been authorised to do so by the appropriate authorities of that Contracting Party.
3. Each Contracting Party shall:
  - (a) authorize the use of vessels flying its flag for fishing in the Regulatory Area only where it is able to exercise effectively its responsibilities in respect of such vessels under this Convention and in accordance with international law;
  - (b) maintain a record of fishing vessels entitled to fly its flag and authorized to fish for the fishery resources, and ensure that, for all such vessels, such information as may be specified by the Commission is entered in that record. Contracting Parties shall exchange this information in accordance with such procedures as may be adopted by the Commission;
4. Each Contracting Party shall, in accordance with measures adopted by the Commission, investigate immediately and report fully on actions taken in response to an alleged violation by a vessel flying the flag of measures adopted by the Commission.
5. Each Contracting Party shall ensure that appropriate measures are taken, including administrative action or criminal proceeding in conformity with their national legislation against the nationals responsible for the vessel flying its flag where the measures adopted by the Commission have not been respected.
6. The proceeding initiated pursuant to paragraph 5 shall be capable, in accordance with the relevant provisions of national law, of effectively depriving those responsible of the economic benefit of the infringements and of producing results proportionate to the seriousness of such infringements, effectively discouraging further offence of the same kind.

#### *Article XII – Port State Duties*

1. Measures taken by a port State Contracting Party in accordance with this Convention shall take full account of the right and the duty of a port State to take measures, in accordance with international law, to promote the effectiveness of conservation, management and enforcement measures. When taking such measures, a port State Contracting Party shall not discriminate in form or in fact against the fishing vessels of any State.



2. Each port State Contracting Party shall in accordance with the conservation, management and enforcement measures adopted by the Commission:
  - (a) inspect fishing vessels, if such vessels enters in its ports or at its offshore terminals;
  - (b) adopt regulations empowering the relevant national authorities to take dissuasive measures where it has been established that the catch of fishery resources covered by this Convention has been taken in a manner which undermines the effectiveness of the conservation, management and enforcement measures adopted by the Commission; and
  - (c) provide assistance to flag State Contracting Parties, as reasonably practical and in accordance with its national law and international law, if a fishing vessel enters in its ports or at its offshore terminals and the flag State of the vessel requests it to provide assistance in ensuring compliance with the provisions of this Convention and with the conservation, management and enforcement measures adopted by the Commission.
3. In the event that a port State Contracting Party determines that a vessel of another Contracting Party making use of its ports or offshore terminals has violated a provision of this Convention or a conservation, management and enforcement measure adopted by the Commission, it shall draw this to the attention of the flag State concerned and of the Commission. The port State Contracting Party shall provide the flag State and the Commission with full documentation of the matter, including any record of inspection.
4. Nothing in this Article affects the exercise by Contracting Parties of their sovereignty over ports in their territory in accordance with international law.

#### *Article XIII – Decision making of the Commission*

1. As a general rule, decision-making in the Commission shall be by consensus. For the purposes of this Article, “consensus” means the absence of any formal objection made at the time the decision was taken.
2. If the Chairperson considers that all efforts to reach a decision by consensus have been exhausted, decisions of the Commission shall, except where otherwise provided, be taken by a majority of the votes of all Contracting Parties present and casting affirmative or negative votes, provided that no vote shall be taken unless there is a quorum of at least two-thirds of the Contracting Parties. Each Contracting Party shall have one vote in the voting proceedings of the Commission.

#### *Article XIV - Implementation of Commission Decisions*

1. Each proposal adopted by the Commission pursuant to Article VI shall become binding on the Contracting Parties in the following manner:
  - a) the Executive Secretary shall within five working days transmit each proposal to all Contracting Parties, specifying the date of transmittal for the purposes of paragraph 2.
  - b) Subject to the provisions of paragraph 2, the proposal shall become binding upon all Contracting Parties sixty days following the date of transmittal pursuant to subparagraph a) unless otherwise specified in the proposal.
2. If any Contracting Party presents to the Executive Secretary an objection to a proposal within sixty days of the date of transmittal specified in the notification of the measure by the Executive Secretary, the proposal shall not become a binding measure until the expiration of forty days following the date of transmittal specified in the notification of that objection to the Contracting Parties. There upon any other Contracting Party may similarly object prior to the expiration of the additional forty day period, or within thirty days after the date of transmittal specified in the notification to the Contracting Parties of any objection presented within that additional forty-day period, whichever shall be the later. The proposal shall then become a binding measure on all Contracting Parties, except those which have presented objections, at the end of the extended period or periods for objecting. If, however, at the end of such extended period or

periods, objections have been presented and maintained by a majority of Contracting Parties, the proposal shall not become a binding measure, unless any or all of the Contracting Parties nevertheless agree as among themselves to be bound by it on an agreed date.

3. Any Contracting Party which has objected to a proposal may at any time withdraw that objection and the proposal immediately shall become a binding measure on such a Contracting Party, subject to the objection procedure provided for in this Article.
4. At any time after the expiration of one year from the date on which a measure enters into force, any Contracting Party may give to the Executive Secretary notice of its intention not to be bound by the measure, and, if that notice is not withdrawn, the measure shall cease to be binding on that Contracting Party at the end of one year from the date of receipt of the notice by the Executive Secretary. At any time after a measure has ceased to be binding on a Contracting Party under this paragraph, the measure shall cease to be binding on any other Contracting Party upon the date a notice of its intention not to be bound is received by the Executive Secretary.
5. Any Contracting Party which has presented an objection to a proposal under paragraph 2 or given notice of its intention not to be bound by a measure under paragraph 4 shall at the same time provide an explanation for its reasons for taking this action. This explanation shall specify whether the reasons for taking this action is that the Contracting Party considers that that the proposal or measure is inconsistent of the provisions of this Convention, that the Contracting Party can not practically comply with the proposal or measure, that the measures unjustifiably discriminates in form or in fact against a Contracting party or whether other circumstances apply. The explanation shall also include a declaration of its intentions following the objection or notice, including a description of the alternative measures it intends to take or has taken for the conservation, management and control of the relevant fishery resources in accordance with the objectives of this Convention.
6. The Executive Secretary shall immediately notify each Contracting Party of:
  - a) the receipt of each objection and withdrawal of objection under paragraphs 1 and 2;
  - b) the date on which any proposal becomes a binding measure under the provisions of paragraph 1;
  - c) the receipt of each notice under paragraph 3 and 4; and
  - d) each explanation received under paragraph 5.
7. In the event that any Contracting Party invokes the procedure set out in paragraphs 2, 4 and 5, the Commission shall meet at the request of any other Contracting Party to review the measure. At the time of such a meeting and within 30 days following the meeting, any Contracting Party shall have the right to notify the Commission that it is no longer able to accept the measure, in which case that Contracting Party shall no longer be bound by the measure.
8. Pending the conclusions of a review meeting called in accordance with paragraph 7, any Contracting Party may request an ad-hoc expert panel established in accordance with Article XV to make recommendations on any interim measures following the invocation of the procedures pursuant to paragraphs 2, 4 and 5 which may be necessary in respect of the measure to be reviewed. Subject to paragraph 9, such interim measures shall be binding on all Contracting Parties if all Contracting Parties (other than those who have indicated that they are unable to accept the measure, pursuant to paragraphs 2 and 5) agree that the long-term sustainability of the stocks of the fishery resources covered by this Convention will be undermined in the absence of such measures.
9. This Article is without prejudice to the right of any other Contracting Party to invoke the dispute settlement procedures set out in Article XV in respect of a dispute concerning the interpretation or application of this Convention, in the event that all other methods to settle the dispute, including the procedures set out in this Article, have been exhausted.

*Article XV – Settlement of Disputes*

1. Contracting Parties shall co-operate in order to prevent disputes.
2. If any dispute arises between two or more Contracting Parties concerning the interpretation or application of this Convention, including the statement, declaration and measures referred to in paragraph 5 of Article XIV as well as any actions taken by a Contracting Party further to its application of Article XIV (2) or (4), those Contracting Parties shall seek to resolve their dispute by negotiation, inquiry, mediation, conciliation, ad hoc panel procedures, arbitration, judicial settlement or other peaceful means of their own choice.
3. Where a dispute concerns the interpretation or application of a proposal adopted by the Commission pursuant to Article VI or matters related thereto, including the statement, declaration and measures referred to in paragraph 5 of Article XIV as well as any actions taken by a Contracting Party further to its application of Article XIV (2) or (4), the parties to the dispute may submit the dispute to a non binding ad hoc panel constituted in accordance with the procedures laid down in Annex II of this Convention.

Where a dispute has been submitted to *ad hoc* panel procedures, the panel shall at the earliest possible opportunity confer with the Contracting Parties concerned and shall endeavour to resolve the dispute expeditiously. The panel shall present a report to the Contracting Parties concerned and through the Executive Secretary to the other Contracting Parties. The report shall as far as possible include any recommendations which the panel considers appropriate to resolve the dispute.

If the Contracting Parties concerned accept the recommendations of the ad hoc panel, they shall within 14 days of receipt of the panel's recommendations, notify, through the Executive Secretary, all other Contracting Parties of the actions they intend to take with a view to implementing the recommendations. Consideration of the recommendations of the ad hoc panel may be referred to the Commission, in accordance with the appropriate NAFO procedures.

Where a dispute has not been resolved through agreement between the Contracting Parties following the recommendations of the *ad hoc* panel it may be referred, on request of one of the Contracting Parties, to a binding dispute settlement procedure as provided in paragraph 5.

4. Where the parties to a dispute have agreed to submit the dispute to *ad hoc* panel procedures, they may agree at the same time to apply provisionally the relevant proposal adopted by the Commission until the recommendations of the panel are presented, unless the parties have settled the dispute beforehand by other means.
5. If the Contracting Parties do not agree to any other peaceful means to resolve a dispute, or no settlement has been reached by recourse to these means, the dispute shall be referred, if one of the Contracting Parties concerned so requests, to binding dispute settlement procedures set out in Part XV of the 1982 Convention or, where the dispute concerns one or more straddling stocks, the 1995 Agreement.

If binding dispute settlement procedures are invoked in accordance with this paragraph, the parties to the dispute, unless they agree otherwise, shall apply provisionally any recommendation made by the ad hoc panel pursuant to paragraph 3. Such provisional application of the panel's recommendation shall cease when the Contracting Parties agree on arrangements of equivalent effect, when a court or tribunal to which the dispute has been referred has prescribed provisional measures or made a final determination or, in any case, at the date of expiration, if applicable, of the proposal of the Commission.

Subparagraph 3.3 shall apply *mutatis mutandis* to the provisional application of the ad hoc panel and to any final determination made by a court or tribunal to which the dispute was referred.

6. A court, tribunal or panel to which any dispute had been submitted under this Article shall apply the relevant provisions of:

- a) this Convention;
- b) the 1982 Convention;
- c) in addition to the above instruments, where the dispute concerns one or more straddling stocks, the 1995 Agreement,

as well as generally accepted standards for the conservation, management and enforcement as regards living marine resources and other rules of international law not incompatible with the said instruments, with a view to meet the objectives of the Convention as set out in Article II.

7. Provided, however:

- (1) where a party to a dispute is a State Party to the 1982 Convention, nothing in this Convention shall be argued or construed as preventing it from submitting the dispute to binding procedures pursuant to Part XV of the 1982 Convention as against any other State Party to that Convention; and
- (2) where a party to a dispute is a State Party to the 1995 Agreement, nothing in this Convention shall be argued or construed as preventing it from submitting the dispute to binding procedures pursuant to Article 30 of the 1995 Agreement as against any other State Party to that Agreement.

*Article XVI - Co-operation with non-Contracting Parties*

- 1. The Commission shall request non-*Contracting* Parties to this Convention whose vessels fish in the Regulatory Area to cooperate fully with NAFO either by becoming a Party to the Convention or by agreeing to apply the conservation, management and enforcement measures adopted by the Commission with a view to ensuring that such measures are applied to all NAFO regulated activities in the Regulatory Area.
- 2. Contracting Parties shall exchange information on the fishing activities of fishing vessels flying the flags of non-*Contracting* Parties to this Convention which are engaged in fishing activities in the Regulatory Area and of any action taken in response to fishing activities by non-parties to this Convention.
- 3. Contracting Parties shall take measures consistent with this Convention, the 1982 Convention, the 1995 Agreement and other relevant international law to deter the activities of vessels flying the flags of non-*Contracting* Parties to this Convention which undermine the effectiveness of conservation, management and enforcement measures adopted by the Commission.
- 4. Contracting Parties shall draw the attention of any non-*Contracting* Party to this Convention to any activity undertaken by its nationals or vessels flying its flag which, in the opinion of the Contracting Party, undermines the effectiveness of conservation, management and enforcement measures adopted by the Commission.
- 5. Contracting Parties shall when needed seek co-operation with any non-*Contracting* Party to this Convention which has been identified as importing, exporting or re-exporting fishery products deriving from fishing activities in the Convention Area.

*Article XVII - Co-operation with other organisations*

- 1. NAFO shall cooperate, as appropriate, with the Food and Agriculture Organisation of the United Nations and with other specialised agencies and organisations on matters of mutual interests.
- 2. NAFO shall seek to develop cooperative working relationships with other intergovernmental organisations which can contribute to their work and which have an interest in ensuring the long-term conservation and

sustainable use of living marine resources in the Convention area or have competence regarding the ecosystems where they occur.

3. The Commission may enter into agreements with the organisations referred to in this article and with other organisations as may be appropriate. The Commission and Scientific Council may invite such organisations to send observers to its meetings, or to the meetings of any of their subsidiary bodies ~~of the Organisation~~. ~~The Commission~~ Commission and Scientific Council may also seek participation in meetings of such organisations as appropriate.
4. In the application of Articles 2 and 3 of this Convention to fishery resources, NAFO shall cooperate with other relevant fisheries management organisations and take account of their ~~of their~~ conservation and management measures applicable in the region.

#### *Article XVIII –Review*

The Commission and Scientific Council shall, at appropriate intervals, initiate reviews and assessments of the adequacy of provisions of this Convention and, if necessary, propose means of strengthening the substance and methods of implementation of those provisions in order to better address any continuing problems in meeting the objectives of this Convention as set out in Article II.

#### *Article XIX – Amendments to the Convention*

1. Any Contracting Party may propose amendments to this Convention to be considered and acted upon by the Commission at an annual or a special meeting. Any such proposals shall be sent to the Executive Secretary at least ninety days prior to the meeting at which it is proposed to be acted upon, and the Executive Secretary shall immediately transmit the proposal to all Contracting Parties.
2. The adoption of a proposed amendment to the Convention by the Commission shall require a three-fourth majority of the votes of all Contracting Parties. The text of any amendments so adopted shall be transmitted by the Depositary to all Contracting Parties.
3. An amendment shall take effect for all Contracting Parties one hundred and twenty days following the date of transmittal specified in the notification by the Depositary of receipt of written notification of approval by three-fourths of all Contracting Parties unless any other Contracting Party notifies the Depositary that it objects to the amendment within ninety days of the date of transmittal specified in the notification by the Depositary of such receipt, in which case the amendment shall not take effect for any Contracting Party. Any Contracting Party which has objected to an amendment may at any time withdraw that objection. If all objections to an amendment are withdrawn, the amendment shall take effect for all Contracting Parties one hundred and twenty days following the date of transmittal specified in the notification by the Depositary of receipt of the last withdrawal.
4. Any Party which becomes a Contracting Party to the Convention after an amendment has been adopted in accordance with paragraph 2 shall be deemed to have approved the said amendment.
5. The Depositary shall promptly notify all Contracting Parties of the receipt of notifications of approval of amendments, the receipt of notifications of objection or withdrawal of objections, and the entry into force of amendments.
6. Notwithstanding the provisions of paragraph 1-5, the Commission may, on the request of the Scientific Council, by a two-thirds majority vote of all Contracting Parties, if deemed necessary for scientific or statistical purposes, modify the boundaries of the scientific and statistical subareas, divisions and subdivisions set out in Annex I, provided that each coastal State exercising fisheries jurisdiction in any part of the area affected concurs in such action.

7. Notwithstanding the provisions of paragraph 1-5, the Commission may, after having consulted the Scientific Council, by a two-thirds majority vote of all Contracting Parties, if deemed necessary for management purposes, divide the Regulatory Area into appropriate regulatory divisions and subdivisions. These may subsequently be modified in accordance with the same procedure. The boundaries of any such divisions and subdivisions shall be defined in Annex I.
8. Notwithstanding the provisions of paragraphs 1-5, the Commission may by two thirds majority vote modify the rules concerning the panel procedures pursuant to Article XV, which forms an integral part of this Convention.

*Article XX -- Signature, ratification, acceptance and approval*

1. This Convention shall be open for signature at Ottawa until 31 December 1978, by the Parties represented at the Diplomatic Conference on the Future of Multilateral Cooperation in the Northwest Atlantic Fisheries, held at Ottawa from 11 to 21 October 1977. It shall thereafter be open for accession.
2. This Convention shall be subject to ratification, acceptance or approval by the Signatories and the instruments of ratification, acceptance or approval shall be deposited with the Government of Canada, referred to in this Convention as "the Depositary".
3. This Convention shall enter into force upon the first day of January following the deposit of instruments of ratification, acceptance or approval by not less than six Signatories; at least one of which exercises fisheries jurisdiction in waters forming part of the Convention Area.
4. Any party which has not signed this Convention may accede thereto by a notification in writing to the Depositary. Accessions received by the Depositary prior to the date of entry into force of this Convention shall become effective on the date this Convention enters into force. Accessions received by the Depositary after the date of entry into force of this Convention shall become effective on the date of receipt by the Depositary.
5. The Depositary shall inform all Signatories and all Contracting Parties of all ratifications, acceptances or approvals deposited and accessions received.

*Article XXI- Withdrawal*

1. Any Contracting Party may withdraw from the Convention on 31 December of any year by giving notice on or before the preceding 30 June to the Depositary, which shall communicate copies of such notice to other Contracting Parties.
2. Any other Contracting Party may thereupon withdraw from the Convention on the same 31 December by giving notice to the Depositary within one month of the receipt of a copy of a notice of withdrawal given pursuant to paragraph 1.

*Article XXII - Registration*

1. The original of the present Convention shall be deposited with the Government of Canada, which shall communicate certified copies thereof to all the Signatories and to all the Contracting Parties.
2. The Depositary shall register the present Convention with the Secretariat of the United Nations.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Convention.

DONE at Ottawa, this 24th day of October, 1978, in a single original, in the English and French languages, each text being equally authentic.

FOR BULGARIA:

FOR CANADA:

FOR CUBA:

FOR DENMARK (IN RESPECT OF THE FAROE ISLANDS):

FOR THE EUROPEAN ECONOMIC COMMUNITY:

FOR THE GERMAN DEMOCRATIC REPUBLIC:

FOR ICELAND:

FOR JAPAN:

FOR NORWAY:

FOR POLAND:

FOR PORTUGAL:

FOR ROMANIA:

FOR SPAIN:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

FOR THE UNITED STATES OF AMERICA:

The Under-Secretary of State for External Affairs certifies that this is a true copy of the original deposited in the Treaty Archives of the Government of Canada.

Under-Secretary of State for External Affairs

Annex I to the Convention – Scientific and  
Statistical Subareas, Divisions and Subdivisions

The scientific and statistical subareas, divisions and subdivisions provided for by Article XXIII of this Convention shall be as follows:

1(a) **Subarea 0**

That portion of the Convention Area bounded on the south by a line extending due east from a point at 61°00' north latitude and 65°00' west longitude to a point at 61°00' north latitude and 59°00' west longitude, thence in a southeasterly direction along a rhumb line to a point at 60°12' north latitude and 57°13' west longitude; thence bounded on the east by a series of geodisic lines joining the following points:

Point No.	Latitude	Longitude	Point No.	Latitude	Longitude	Point No.	Latitude	Longitude
1	60°12'0	57°13'0	40	67°28'3	57°55'3	79	71°31'8	62°32'0
2	61°00'0	57°13'1	41	67°29'1	57°56'1	80	71°32'9	62°33'5
3	62°00'5	57°21'1	42	67°30'7	57°57'8	81	71°44'7	62°49'6
4	62°02'3	57°21'8	43	67°35'3	58°02'2	82	71°47'3	62°53'1
5	62°03'5	57°22'2	44	67°39'7	58°06'2	83	71°52'9	63°03'9
6	62°11'5	57°25'4	45	67°44'2	58°09'9	84	72°01'7	63°21'1
7	62°47'2	57°41'0	46	67°56'9	58°19'8	85	72°06'4	63°30'9
8	63°22'8	57°57'4	47	68°01'8	58°23'3	86	72°11'0	63°41'0
9	63°28'6	57°59'7	48	68°04'3	58°25'0	87	72°24'8	64°13'2
10	63°35'0	58°02'0	49	68°06'8	58°26'7	88	72°30'5	64°26'1
11	63°37'2	58°01'2	50	68°07'5	58°27'2	89	72°36'3	64°38'8
12	63°44'1	57°58'8	51	68°16'1	58°34'1	90	72°43'7	64°54'3
13	63°50'1	57°57'2	52	68°21'7	58°39'0	91	72°45'7	64°58'4
14	63°52'6	57°56'6	53	68°25'3	58°42'4	92	72°47'7	65°00'9
15	63°57'4	57°53'5	54	68°32'9	59°01'8	93	72°50'8	65°07'6
16	64°04'3	57°49'1	55	68°34'0	59°04'6	94	73°18'5	66°08'3
17	64°12'2	57°48'2	56	68°37'9	59°14'3	95	73°25'9	66°25'3
18	65°06'0	57°44'1	57	68°38'0	59°14'6	96	73°31'1	67°15'1
19	65°08'9	57°43'9	58	68°56'8	60°02'4	97	73°36'5	68°05'5
20	65°11'6	57°44'4	59	69°00'8	60°09'0	98	73°37'9	68°12'3
21	65°14'5	57°45'1	60	69°06'8	60°18'5	99	73°41'7	68°29'4
22	65°18'1	57°45'8	61	69°10'3	60°23'8	100	73°46'1	68°48'5
23	65°23'3	57°44'9	62	69°12'8	60°27'5	101	73°46'7	68°51'1
24	65°34'8	57°42'3	63	69°29'4	60°51'6	102	73°52'3	69°11'3
25	65°37'7	57°41'9	64	69°49'8	60°58'2	103	73°57'6	69°31'5
26	65°50'9	57°40'7	65	69°55'3	60°59'6	104	74°02'2	69°50'3
27	65°51'7	57°40'6	66	69°55'8	61°00'0	105	74°02'6	69°52'0
28	65°57'6	57°40'1	67	70°01'6	61°04'2	106	74°06'1	70°06'6
29	66°03'5	57°39'6	68	70°07'5	61°08'1	107	74°07'5	70°12'5
30	66°12'9	57°38'2	69	70°08'8	61°08'8	108	74°10'0	70°23'1
31	66°18'8	57°37'8	70	70°13'4	61°10'6	109	74°12'5	70°33'7
32	66°24'6	57°37'8	71	70°33'1	61°17'4	110	74°24'0	71°25'7
33	66°30'3	57°38'3	72	70°35'6	61°20'6	111	74°28'6	71°45'8
34	66°36'1	57°39'2	73	70°48'2	61°37'9	112	74°44'2	72°53'0
35	66°37'9	57°39'6	74	70°51'8	61°42'7	113	74°50'6	73°02'8
36	66°41'8	57°40'6	75	71°12'1	62°09'1	114	75°00'0	73°16'3



37	66°49'5	57°43'0	76	71°18'9	62°17'5	115	75°05'	73°30'
38	67°21'6	57°52'7	77	71°25'9	62°25'5			
39	67°27'3	57°54'9	78	71°29'4	62°29'3			

and thence due north to the parallel of 78°10' north latitude; and bounded on the west by a line beginning at 61°00' north latitude and 65°00' west longitude and extending in a northwesterly direction along a rhumb line to the coast of Baffin Island at East Bluff (61°55' north latitude and 66°20' west longitude), and thence in a northerly direction along the coast of Baffin Island, Bylot Island, Devon Island and Ellesmere Island and following the meridian of 80° west longitude in the waters between those islands to 78°10' north latitude; and bounded on the north by the parallel of 78°10' north latitude.

1(b) **Subarea 0 is composed of two Divisions:**

Division 0–A

That portion of the Subarea lying to the north of the parallel of 66°15' north latitude;

Division 0–B

That portion of the Subarea lying to the south of the parallel of 66°15' north latitude.

2(a) **Subarea 1**

That portion of the Convention Area lying to the east of Subarea 0 and to the north and east of a rhumb line joining a point at 60°12' north latitude and 57°13' west longitude with a point at 52°15' north latitude and 42°00' west longitude.

2(b) **Subarea 1 is composed of six Divisions:**

Division 1A

That portion of the Subarea lying north of the parallel of 68°50' north latitude (Christianshaab);

Division 1B

That portion of the Subarea lying between the parallel of 66°15' north latitude (5 nautical miles north of Umanarsugssuak) and the parallel of 68°50' north latitude (Christianshaab);

Division 1C

That portion of the Subarea lying between the parallel of 64°15' north latitude (4 nautical miles north of Godthaab) and the parallel of 66°15' north latitude (5 nautical miles north of Umanarsugssuak);

Division 1D

That portion of the Subarea lying between the parallel of 62°30' north latitude (Frederikshaab Glacier) and the parallel of 64°15' north latitude (4 nautical miles north of Godthaab),

Division 1E

That portion of the Subarea lying between the parallel of 60°45' north latitude (Cape Desolation) and the parallel of 62°30' north latitude (Frederikshaab Glacier);

Division 1F

That portion of the Subarea lying south of the parallel of 60°45' north latitude (Cape Desolation).

3(a) **Subarea 2**

That portion of the Convention Area lying to the east of the meridian of 64°30' west longitude in the area of Hudson Strait, to the south of Subarea 0, to the south and west of Subarea 1 and to the north of the parallel of 52°15' north latitude.

3(b) **Subarea 2 is composed of three Divisions:**

Division 2G

That portion of the Subarea lying north of the parallel of 57°40' north latitude (Cape Mugford);

Division 2H

That portion of the Subarea lying between the parallel of 55°20' north latitude (Hopedale) and the parallel of 57°40' north latitude (Cape Mugford);

Division 2J

That portion of the Subarea lying south of the parallel of 55°20' north latitude (Hopedale).

4(a) **Subarea 3**

That portion of the Convention Area lying south of the parallel of 52°15' north latitude, and to the east of a line extending due north from Cape Bauld on the north coast of Newfoundland to 52°15' north latitude; to the north of the parallel of 39°00' north latitude; and to the east and north of a rhumb line commencing at 39°00' north latitude, 50°00' west longitude and extending in a northwesterly direction to pass through a point at 43°30' north latitude, 55°00' west longitude in the direction of a point at 47°50' north latitude, 60°00' west longitude until it intersects a straight line connecting Cape Ray, 47°37.0' north latitude; 59°18.0 west longitude on the coast of Newfoundland, with Cape North, 47°02.0' north latitude; 60°25.0' west longitude on Cape Breton Island; thence in a northeasterly direction along said line to Cape Ray, 47°37.0' north latitude, 59°18.0' west longitude.

4(b) **Subarea 3 is composed of six Divisions:**

Division 3K

That portion of the Subarea lying north of the parallel of 49°15' north latitude (Cape Freels, Newfoundland);

Division 3L

That portion of the Subarea lying between the Newfoundland coast from Cape Freels to Cape St. Mary and a line described as follows: beginning at Cape Freels, thence due east to the meridian of 46°30' west longitude, thence due south to the parallel of 46°00' north latitude, thence due west to the meridian of 54°30' west longitude, thence along a rhumb line to Cape St. Mary, Newfoundland.

Division 3M

That portion of the Subarea lying south of the parallel of 49°15' north latitude and east of the meridian of 46°30' west longitude;

Division 3N

That portion of the Subarea lying south of the parallel of 46°00' north latitude and between the meridian of 46°30' west longitude and the meridian of 51°00' west longitude;

Division 3O

That portion of the Subarea lying south of the parallel of 46°00' north latitude and between the meridian of 51°00' west longitude and the meridian of 54°30' west longitude;

### Division 3P

That portion of the Subarea lying south of the Newfoundland coast and west of a line from Cape St. Mary, Newfoundland to a point at 46°00' north latitude, 54°30' west longitude, thence due south to a limit of the Subarea;

Division 3P is divided into two Subdivisions:

3Pn – Northwestern Subdivision – That portion of Division 3P lying northwest of a line extending from 47°30.7' north latitude; 57°43.2' west longitude Newfoundland, approximately southwest to a point at 46°50.7' north latitude and 58°49.0' west longitude;

3Ps – Southeastern Subdivision – That portion of Division 3P lying southeast of the line defined for Subdivision 3Pn.

### 5(a) Subarea 4

That portion of the Convention Area lying north of the parallel of 39°00' north latitude, to the west of Subarea 3, and to the east of a line described as follows:

beginning at the terminus of the international boundary between the United States of America and Canada in Grand Manan Channel, at a point at 44°46' 35.346" north latitude; 66°54' 11.253" west longitude; thence due south to the parallel of 43°50' north latitude; thence due west to the meridian of 67°24'27.24" west longitude; thence along a geodetic line in a southwesterly direction to a point at 42°53'14" north latitude and 67°44'35" west longitude; thence along a geodetic line in a southeasterly direction to a point at 42°31'08" north latitude and 67°28'05" west longitude; thence along a geodetic line to a point at 42°20' north latitude and 67°18'13.15" west longitude;

thence due east to a point in 66°00' west longitude; thence along a rhumb line in a southeasterly direction to a point at 42°00' north latitude and 65°40' west longitude and thence due south to the parallel of 39°00' north latitude.

### 5(b) Subarea 4 is composed of six Divisions:

#### Division 4R

That portion of the Subarea lying between the coast of Newfoundland from Cape Bauld to Cape Ray and a line described as follows: beginning at Cape Bauld, thence due north to the parallel of 52°15' north latitude, thence due west to the Labrador coast, thence along the Labrador coast to the terminus of the Labrador-Quebec boundary, thence along a rhumb line in a southwesterly direction to a point at 49°25' north latitude, 60°00' west longitude, thence due south to a point at 47°50' north latitude, 60°00' west longitude, thence along a rhumb line in a southeasterly direction to the point at which the boundary of Subarea 3 intersects the straight line joining Cape North, Nova Scotia with Cape Ray, Newfoundland, thence to Cape Ray, Newfoundland;

#### Division 4S

That portion of the Subarea lying between the south coast of Quebec from the terminus of the Labrador-Quebec boundary to Pte. des Monts and a line described as follows: beginning at Pte. des Monts, thence due east to a point at 49°25' north latitude, 64°40' west longitude, thence along a rhumb line in an east-southeasterly direction to a point at 47°50' north latitude, 60°00' west longitude, thence due north to a point at 49°25' north latitude, 60°00' west longitude, thence along a rhumb line in a northeasterly direction to the terminus of the Labrador-Quebec boundary; Division 4T That portion of the Subarea lying between the coasts of Nova Scotia, New Brunswick and Quebec from Cape North to Pte. des Monts and a line described as follows: beginning at Pte. des Monts, thence due east to a point at 49°25' north latitude, 64°40' west longitude, thence along a rhumb line in a southeasterly direction to a point at 47°50' north latitude, 60°00' west longitude, thence along a rhumb line in a southerly direction to Cape North, Nova Scotia;

#### Division 4V

That portion of the Subarea lying between the coast of Nova Scotia between Cape North and Fourchu and a line described as follows: beginning at Fourchu, thence along a rhumb line in an easterly direction to a point at 45°40' north latitude, 60°00' west longitude, thence due south along the meridian of 60°00' west longitude to the parallel of 44°10' north latitude, thence due east to the meridian of 59°00' west longitude, thence due south to the parallel of 39°00' north latitude, thence due east to a point where the boundary between Subareas 3 and 4 meets the parallel of 39°00' north latitude, thence along the boundary between Subareas 3 and 4 and a line continuing in a northwesterly direction to a point at 47°50' north latitude, 60°00' west longitude, and thence along a rhumb line in a southerly direction to Cape North, Nova Scotia;

Division 4V is divided into two Subdivisions:

4Vn – Northern Subdivision – That portion of Division 4V lying north of the parallel of 45°40' north latitude;

4Vs – Southern Subdivision – That portion of Division 4V lying south of the parallel of 45°40' north latitude,

#### Division 4W

That portion of the Subarea lying between the coast of Nova Scotia from Halifax to Fourchu and a line described as follows: beginning at Fourchu, thence along a rhumb line in an easterly direction to a point at 45°40' north latitude, 60°00' west longitude, thence due south along the meridian of 60°00' west longitude to the parallel of 44°10' north latitude, thence due east to the meridian of 59°00' west longitude, thence due south to the parallel of 39°00' north latitude, thence due west to the meridian of 63°20' west longitude, thence due north to a point on that meridian at 44°20' north latitude, thence along a rhumb line in a northwesterly direction to Halifax, Nova Scotia;

#### Division 4X

That portion of the Subarea lying between the western boundary of Subarea 4 and the coasts of New Brunswick and Nova Scotia from the terminus of the boundary between New Brunswick and Maine to Halifax, and a line described as follows: beginning at Halifax, thence along a rhumb line in a southeasterly direction to a point at 44°20' north latitude, 63°20' west longitude, thence due south to the parallel of 39°00' north latitude, and thence due west to the meridian of 65°40' west longitude.

#### 6(a) **Subarea 5**

That portion of the Convention Area lying to the west of the western boundary of Subarea 4, to the north of the parallel of 39°00' north latitude, and to the east of the meridian of 71°40' west longitude.

#### 6(b) **Subarea 5 is composed of two Divisions:**

##### Division 5Y

That portion of the Subarea lying between the coasts of Maine, New Hampshire and Massachusetts from the border between Maine and New Brunswick to 70°00' west longitude on Cape Cod (at approximately 42° north latitude) and a line described as follows: beginning at a point on Cape Cod at 70° west longitude (at approximately 42° north latitude), thence due north to 42°20' north latitude, thence due east to 67°18'13.15" west longitude at the boundary of Subareas 4 and 5, and thence along that boundary to the boundary of Canada and the United States;

##### Division 5Z

That portion of the Subarea lying to the south and east of Division 5Y.

Division 5Z is divided into two Subdivisions: an eastern Subdivision and a western Subdivision defined as follows:

5Ze – Eastern Subdivision – That portion of Division 5Z lying east of the meridian of 70°00' west longitude;

5Zw – Western Subdivision – That portion of Division 5Z lying west of the meridian of 70°00' west longitude.

7(a) **Subarea 6**

That part of the Convention Area bounded by a line beginning at a point on the coast of Rhode Island at 71°40' west longitude, thence due south to 39°00' north latitude, thence due east to 42°00' west longitude, thence due south to 35°00' north latitude, thence due west to the coast of North America, thence northwards along the coast of North America to the point on Rhode Island at 71°40' west longitude.

7(b) **Subarea 6 is composed of eight Divisions:**

Division 6A

That portion of the Subarea lying to the north of the parallel of 39°00' north latitude and to the west of Subarea 5;

Division 6B

That portion of the Subarea lying to the west of 70°00' west longitude, to the south of the parallel of 39°00' north latitude, and to the north and west of a line running westward along the parallel of 37°00' north latitude to 76°00' west longitude and thence due south to Cape Henry, Virginia;

Division 6C

That portion of the Subarea lying to the west of 70°00' west longitude and to the south of Subdivision 6B;

Division 6D

That portion of the Subarea lying to the east of Divisions 6B and 6C and to the west of 65°00' west longitude;

Division 6E

That portion of the Subarea lying to the east of Division 6D and to the west of 60°00' west longitude;

Division 6F

That portion of the Subarea lying to the east of Division 6E and to the west of 55°00' west longitude;

Division 6G

That portion of the Subarea lying to the east of Division 6F and to the west of 50°00' west longitude;

Division 6H

That portion of the Subarea lying to the east of Division 6G and to the west of 42°00' west longitude.

**Annex II to the Convention – Rules concerning the panel procedure pursuant to Article XVIII**  
(correct ?) maybe XV

1. The Executive Secretary shall establish and maintain a list of experts who are willing and able to serve as panellists. Each Contracting Party shall be entitled to nominate up to five experts whose competence in the legal, scientific or technical aspects of fisheries covered by the Convention is established. The nominating Contracting Party shall provide information on relevant qualifications and experience of each of its nominees.
2. The Parties to the dispute shall notify the Executive Secretary of their intention to submit a dispute to an ad hoc panel. The notification shall be accompanied by a full description of the subject matter of the dispute as well as the grounds invoked by each Party. The Executive Secretary shall promptly transmit a copy of the notification to all Contracting Parties.
3. Where another Contracting Party wishes to become Party to a dispute, it may join the process of constituting a panel, unless the original Parties to the dispute disagree. The Contracting Party wishing to become a party to the dispute should notify this intention within 15 days after having received the notification referred to in paragraph 2.
4. No sooner than 30 days and no later than 45 days after the notification referred to in paragraph 2, the Parties to the dispute shall notify the Executive Secretary of the constitution of the panel, including the names of the panellists and the time schedule for its work. Unless the Parties agree otherwise, the following shall apply:
  - ~~a)f)~~ the panel shall consist of three members;
  - ~~b)g)~~ the Parties to the dispute shall each select one panellist and agree on the third panellist;
  - ~~c)h)~~ the third panellist shall chair the panel;
  - ~~d)i)~~ the third panellist shall not be a national of either Party and shall not be of the same nationality as either of the first two panellists; and
  - ~~e)j)~~ in case of a dispute between more than two Contracting Parties, Parties of the same interest shall select one panellist jointly. If the Parties to the dispute can not agree on the nomination of the third panellist, the President of the International Tribunal of the Law of the Sea shall make the appointment, unless the Parties agree that the appointment be made by another person or a third state.

The Executive Secretary shall promptly transmit a copy of the notification to all Contracting Parties.
5. Any Contracting Party, which is not a Party to the dispute, may attend all hearings of the panel, make written and oral submissions to the panel and receive the submissions of each Party to the dispute.
6. At the request of a Party to the dispute, or on its own initiative, the panel may seek information and technical advice from any person or body that it deems appropriate, provided that the Parties to the dispute so agree.
7. Unless the Parties to the dispute otherwise agree, the panel shall, within 90 days from the constitution of the panel, make its report and recommendations referred to in paragraph 3 of Article 18 of the Convention. The report and recommendations shall be confined to the subject matter of the dispute and state the reasons on which they are based. The report and recommendations shall be communicated promptly, through the Executive Secretary, to all Contracting Parties.
8. The panel shall aim at reaching a consensus in its conclusions. If this is not possible the panel shall reach its conclusions by a majority of its members, who may not abstain from voting.
9. The panel may adopt any rules of procedure, which it deems necessary to accelerate the proceedings.
10. Costs of the panel shall be borne by the Parties to the dispute in equal parts.

**Annex 6. Suggestion for discussion from DFG**  
**Mandatory Conciliation**  
**(Reform WG WP 06/10)**

- Objective – both the CO objecting and setting unilateral measures, and the majority adopting a decision are obliged to engage in a dialogue and provide comprehensive arguments to support their respective views. The practice today is that the previous year's objection is simply reiterated.
- The organization shall call a meeting of Parties if the objection and unilateral measures have been in place on the same general basis for two years.
- Participation in the meetings is not obligatory (but the assumption is that CPs would participate).
- The meeting will not make decisions (to avoid delegations having inflexible mandates), but can discuss possible solutions.
- Discussions are fully reflected in the report of the meeting, which is distributed in the same way as other NAFO reports (also accessible on the website).
- The meeting can deal with more than one issue of contention.
- The meeting should not be held back to back with the Annual Meeting (in order to allow time for national consultation in relation to any new proposals), but can be organized in relation to other WG meetings to rationalize time and travel costs.
- A new meeting shall be held every year until a solution is reached.
- The meeting process is abandoned if the issue is raised under the Dispute Settlement Mechanism.
- The process can be formalized as a provision in the Convention, but can apply provisionally if there is consensus to do so.

**Annex 7. Definition of “Ecosystem Approach” – Proposal by Russia  
(Reform WG WP 06/24)**

Ecosystem approach means a complex of interacting biological, economic and legal measures aimed at conservation of living marine resources and protection of the marine environment as a habitat of such resources.



**Annex 8. Article XV – Settlement of Disputes - Proposal by the US**  
**(Page 3 of Reform WG WP 06/28, Revised)**

**Annex II to the Convention – Rules concerning the panel procedure pursuant to Article XV**

Strike paragraph 1 from Chair's 2<sup>nd</sup> draft.

1. The Contracting Parties to the dispute shall notify the Executive Secretary of their intention to submit a dispute to an *ad hoc* panel. The notification shall be accompanied by a full description of the subject matter of the dispute as well as the grounds invoked by each Party. The Executive Secretary shall promptly transmit a copy of the notification to all Contracting Parties.

2. The *ad hoc* panel shall be chosen, pursuant to the procedure described in paragraph 3, from a list of experts nominated by each Contracting Party who are willing and able to serve as panelists. Each Contracting Party shall be entitled to nominate up to five experts whose competence in the legal, scientific or technical aspects of fisheries covered by the Convention is established. The nominating Contracting Party shall provide information on the relevant qualifications and experience of each of its nominees. The Executive Secretary shall establish and maintain the list of the experts nominated by the Contracting Parties.

Strike paragraph 3 from Chair's 2<sup>nd</sup> draft.

3. No sooner than 30 days and no later than 45 days after the notification referred to in paragraph 1, the Contracting Parties to the dispute shall notify the Executive Secretary of the constitution of the panel, including the names of the panelists and the time schedule for its work. Unless the Parties agree otherwise, the following shall apply:

- a) the panel shall consist of three members;
- b) if there are only two Contracting Parties to the dispute, the Contracting Parties to the dispute shall each select one panelist and agree on the third panelist;
- c) the third panelist shall chair the panel;
- d) the third panelist shall not be a national of either of the Contracting Parties to the dispute and shall not be of the same nationality as either of the first two panelists; and
- e) in a case where there are more than two Contracting Parties to the dispute, Contracting Parties to the dispute of the same interest shall select one panelist jointly. If the Contracting Parties to the dispute can not agree on the nomination of the third panelist, the President of the International Tribunal of the Law of the Sea shall make the appointment, unless the Contracting Parties to the dispute agree that the appointment be made by another person or a third state.

The Executive Secretary shall promptly transmit a copy of the notification to all Contracting Parties.

4. Any Contracting Party, which is not a Party to the dispute, may attend all hearings of the panel, make written and oral submissions to the panel and receive the submissions of each Party to the dispute.

5. At the request of a Contracting Party to the dispute, or on its own initiative, the panel may seek information and technical advice from any person or body that it deems appropriate, provided that the Parties to the dispute so agree.

6. Unless the Contracting Parties to the dispute otherwise agree, the panel shall, within 90 days from the constitution of the panel, make its report and recommendations referred to in paragraph 3 of Article 18 of the Convention. The report and recommendations shall be confined to the subject matter of the dispute and state the reasons on which they are based. The report and recommendations shall be communicated promptly, through the Executive Secretary, to all Contracting Parties.

7. The panel shall aim at reaching a consensus in its conclusions. If this is not possible the panel shall reach its conclusions by a majority of its members, who may not abstain from voting.

8. The panel may adopt any rules of procedure, which it deems necessary to accelerate the proceedings.

9. Costs of the panel shall be borne by the Parties to the dispute in equal parts.

**Annex 9. Proposal by Norway for use of term of “Fishery resources”  
(ReformWG WP 06/31, Revised)**

Article I

Proposal for use of term of "Fishery resources", art. I

Alt 1.

(f) “Fishery resources” refers to living components of the marine ecosystems~~living marine resources~~, with the following exceptions:

- (i) sedentary species including plant life subject to the exclusive sovereign rights of Coastal States pursuant to Article 77 of the 1982 Convention;
- (ii) in so far as they are managed by other international Conventions or Agreements, anadromous, catadromous stocks as well as highly migratory species listed in Annex I of the 1982 Convention;
- (iii) seabirds;
- (iv) sea turtles; and
- (v) marine mammals in so far as they are managed by other appropriate international organizations,

Alt 2.

(f) the term “Fishery resources” applies to: Fishery resources within the Convention Area, with the following exceptions:

- (i) sedentary species subject to the exclusive sovereign rights of Coastal States pursuant to Article 77 of the 1982 Convention;
- (ii) in so far as they are managed by other international Conventions or Agreements, anadromous, catadromous stocks as well as highly migratory species listed in Annex I of the 1982 Convention; and
- (iii) cetacean stocks managed by the International Whaling Commission or any successor organisation,

(= existing Art. 1,4 transformed to use of terms)

Alt 3:

No definition, instead move existing 1,4 under Article IV of Chairman's paper.

**Annex 10. Canadian Proposal on Decision Making, Implementation of  
Commission Proposals and DSP  
(Reform WG WP 06/20, Revised)**

*Article XIV - Implementation of Commission Decisions*

1. Each proposal adopted by the Commission pursuant to Article VI shall become binding on the Contracting Parties in the following manner:

a) the Executive Secretary shall within five working days transmit each proposal to all Contracting Parties, specifying the date of transmittal for the purposes of paragraph 2.

b) Subject to the provisions of paragraph 2, the proposal shall become binding upon all Contracting Parties sixty days following the date of transmittal pursuant to subparagraph a) unless otherwise specified in the proposal.

2. If any Contracting Party presents to the Executive Secretary an objection to a proposal within sixty days of the date of transmittal specified in the notification of the measure by the Executive Secretary, ~~the proposal shall not become a binding measure until the expiration of forty days following the date of transmittal specified in the notification of that objection to the Contracting Parties. There upon~~ any other Contracting Party may similarly object prior to the expiration of the additional ~~forty~~ twenty day period, or within ~~thirty~~ fifteen days after the date of transmittal specified in the notification to the Contracting Parties of any objection presented within that additional ~~forty~~ twenty-day period, whichever shall be the later. ~~The proposal shall then become a binding measure on all Contracting Parties, except those which have presented objections, at the end of the extended period or periods for objecting. If, however, at the end of such extended period or periods, objections have been presented and maintained by a majority of Contracting Parties, the~~ The proposal shall not become a binding measure on any Contracting Party until all relevant procedures set out in paragraphs 8-11 have been concluded and the proposal has entered into force. ~~, unless any or all of the Contracting Parties nevertheless agree as among themselves to be bound by it on an agreed date.~~

3. Any Contracting Party which has objected to a proposal may at any time withdraw that objection and the proposal ~~immediately~~ shall become a binding measure on such a Contracting Party upon its entry into force, ~~subject to the objection procedure provided for in this Article.~~

4. ~~At any time after the expiration of one year from the date on which a measure enters into force, any Contracting Party may give to the Executive Secretary notice of its intention not to be bound by the measure, and, if that notice is not withdrawn, the measure shall cease to be binding on that Contracting Party at the end of one year from the date of receipt of the notice by the Executive Secretary. At any time after a measure has ceased to be binding on a Contracting Party under this paragraph, the measure shall cease to be binding on any other Contracting Party upon the date a notice of its intention not to be bound is received by the Executive Secretary.~~

5. Any Contracting Party which has presented an objection to a proposal under paragraph 2 ~~or given notice of its intention not to be bound by a measure under paragraph 4~~ shall at the same time provide an explanation for its reasons for taking this action. This explanation shall specify whether the reasons for taking this action is that the Contracting Party considers that ~~that~~ the proposal ~~or measure~~ is inconsistent ~~with~~ of the provisions of this Convention, the 1982 United Nations Convention on the Law of the Sea or the 1995 UN Fish Stocks Agreement, or that the Contracting Party can not practically comply with the proposal or measure, that the measures proposal unjustifiably discriminates in form or in fact against it, a Contracting party or whether other circumstances apply. ~~The explanation shall also include a declaration of its intentions following the objection or notice, including a description of the alternative measures it intends to take or has taken for the conservation, management and control of the relevant fishery resources in accordance with the objectives of this Convention. It shall at the same time indicate whether pursuant to paragraph 7,~~

a) it elects to apply ad-interim the proposal of the Commission,

b) it elects to apply ad-interim the last previous measure applicable to it in respect of the matter in question, if any or

c) where no previous measure was applicable, it requests provisional measures.

6. The Executive Secretary shall ~~immediately~~ forthwith notify each Contracting Party of:

- a) the receipt of each objection and withdrawal of objection under paragraphs 1 and 2;
- b) ~~the date on which any proposal becomes a binding measure under the provisions of paragraph 1;~~
- c) ~~the receipt of each notice under paragraph 3 and 4; and~~
- d) each explanation and notice of election received under paragraph ~~5~~ 4.

~~7. In the event that any Contracting Party invokes the procedure set out in paragraphs 2, 4 and 5, the Commission shall meet at the request of any other Contracting Party to review the measure. At the time of such a meeting and within 30 days following the meeting, any Contracting Party shall have the right to notify the Commission that it is no longer able to accept the measure, in which case that Contracting Party shall no longer be bound by the measure.~~

~~8. Pending the conclusions of a review meeting called in accordance with paragraph 7, any Contracting Party may request an ad hoc expert panel established in accordance with Article XV to make recommendations on any interim measures following the invocation of the procedures pursuant to paragraphs 2, 4 and 5 which may be necessary in respect of the measure to be reviewed. Subject to paragraph 9, such interim measures shall be binding on all Contracting Parties if all Contracting Parties (other than those who have indicated that they are unable to accept the measure, pursuant to paragraphs 2 and 5) agree that the longterm sustainability of the stocks of the fishery resources covered by this Convention will be undermined in the absence of such measures.~~

~~9. This Article is without prejudice to the right of any other Contracting Party to invoke the dispute settlement procedures set out in Article XV in respect of a dispute concerning the interpretation or application of this Convention, in the event that all other methods to settle the dispute, including the procedures set out in this Article, have been exhausted.~~

6. bis. At the conclusion of the time available to present an objection set out in paragraph 2, the Executive Secretary shall forthwith transmit to the Standing Review Panel constituted in accordance with Article VI, sub-paragraph 1(d)(f), all materials received pursuant to paragraph 4 relating to objections that have not been withdrawn.

7 bis. Pending the entry into force of the proposal, all Contracting Parties affected by the proposal shall apply ad-interim the proposal of the Commission, provided that any Contracting Party that has presented an objection pursuant to paragraph 2, may, as provided in paragraph 4, elect to apply the last previous measure applicable to it in respect of the proposal in question. Where no previous measure was applicable to that Contracting party, it may seek provisional measures pursuant to Annex Ibis.

8bis. The Standing Review Panel shall pursuant to procedures established in Annex Ibis, review the proposal of the Commission to determine whether the explanations provided pursuant to paragraph 4 are well founded. If the review panel finds that the explanations are well founded, it shall recommend to the Commission that the proposal be modified, amended or revoked accordingly.

9bis. (a) Subject to sub-paragraph (b), where the Standing Review Panel finds that the proposal of the Commission need not be modified, amended or revoked, the proposal shall enter into force and become a measure binding on all Contracting parties ten days from the date of communication to each Contracting Party by the Executive Secretary of its findings and recommendations;

(b) any Contracting Party that presented an objection, may within this ten day period, apply to the Fisheries Disputes Chamber of the International Tribunal for the Law of the Sea pursuant to paragraph 10(b) of Annex Ibis, for review of the Panel's findings and recommendations. Paragraph 11 shall apply mutatis mutandis;

(c) where the Fisheries Disputes Chamber finds that the proposal should be modified, amended or revoked, paragraph 10 shall apply mutatis mutandis;

(d) where the Fisheries Disputes Chamber affirms the Standing review panel's findings, the proposal shall enter into force and become a measure binding on all Contracting parties ten days from the date of communication by the Executive Secretary of the judgement to each Contracting Party.

10bis. If, however, the Standing Review Panel recommends to the Commission that the proposal be modified, amended or revoked, the Commission shall, at a special meeting convened for this purpose, modify or amend its decision in order to conform to the findings and recommendations of the review panel or it may decide to revoke the decision. Subject to paragraph 11, the decision shall, ten days thereafter, enter into force and become binding on all Contracting parties.

11bis. (a) Any Contracting Party that considers that a decision taken by the Commission to modify or amend the proposal pursuant to paragraph 10 does not conform with the findings and recommendations of the review panel, may within ten days, refer the matter for final decision to the Fisheries Disputes Chamber of the International Tribunal for the Law of the Sea whether or not the Contracting Party is a party to Convention or the Agreement. Any Contracting Party may participate in proceedings pursuant to this paragraph before the International Tribunal for the Law of the Sea whether or not it is a party to the Convention or the Agreement.

(b) The Fisheries Chamber of the International Tribunal for the Law of the Sea shall, in so far as possible, deal with the matter on an expedited basis.

(c) Pending the judgment of the Fisheries Chamber, the Contracting Parties shall continue to apply paragraph 7.

(d) Where the Fisheries Chamber finds that the decision of the Commission taken pursuant to paragraph 10 conforms to the recommendations of the review panel, the decision of the Commission shall, ten days following its transmittal by the Executive Secretary to each Contracting Party, enter into force and become a measure binding on all Contracting Parties. Where, however, the Fisheries Chamber finds that the decision of the Commission taken pursuant to paragraph 10 does not conform to the recommendations of the Standing Review Panel, it may substitute its own judgment for the proposal of the Commission. The judgment of the Fisheries Chamber shall be final and binding on all Contracting Parties and shall enter into force and become a measure binding on all Contracting Parties ten days following its transmittal by the Executive Secretary to each Contracting Party.

### **Canadian Comments on its proposed Decision Making Text**

- Builds on the second version of the Chairman's text
- Includes objection procedure as per current convention, but shortens the time for other parties to object subsequent to an initial objection.
- A key feature of the SEAFO model that we liked was that of an objective panel being able to review unilateral measures. We also like the fact that the Commission remains the ultimate decision-making body
- We propose a system whereby an objection to a proposal is reviewed by a panel PRIOR to being reconsidered by the Commission, rather than after in the SEAFO model.
- Our proposal outlines how an Standing review panel, elected by the Commission, can be established so that it can quickly hear the differences of view between a Contracting Party and the Commission, as well as provide interim measures as needed.
- Important to note that, in this proposal, as in other models, the Commission remains the final decision-making body.
- In order to safeguard against a poor panel decision, or a situation where the Commission does not apply the Panel's recommendations, recourse is available to the Fisheries Disputes Chamber of the International Tribunal for the Law of the Sea, which can impose a binding measure.
- In reviewing this proposal, the following questions should be kept in mind:

- What is the nature of objections? In our view, an objection should be launched by a contracting party in response to a proposal from the Commission. This is no different from the existing NAFO Convention. However, we differentiate objections from disputes, which are between or among contracting parties, and not with the Commission.
- Are proposals adopted by the Commission allowed to be ignored? Currently, they are – we have no means of resolving proposals that are being objected to. The Standing Review Panel process would end this situation.
- What measures should apply while the decision-making process unwinds? All NAFO Parties have ratified either UNCLOS and/or UNFA, which oblige us to cooperate. In Canada's view, unilateral behaviour is uncooperative by nature, and a frequent source of disputes. Further, we believe it undermines the integrity of the Commission itself.
- Our proposal ensures an interim process that is fair to all – both the objecting party, the collective interests of members and the conservation of the stocks.
- The final question is: What are the safeguards for an objecting party? There are three in our proposal: 1) the ability to seek independent provisional measures, 2) the ability to appeal an adverse finding by the panel and 3) the ability to test the Commission's implementation of the recommendations through an international tribunal.
- What are the advantages of our proposal? It is efficient in terms of time and cost. It gives parties that object to a proposal the opportunity for a fair and impartial hearing. Finally, it distinguishes objections from disputes, which strengthens the integrity of NAFO as an organization.

### **Decision Making Concept Paper – Canada**

#### *Decision Making Procedures*

Decisions regarding conservation and management measures including TACs and quotas can be made by consensus or majority, or combination thereof, depending on the issue. Where there are fundamental disagreements among parties, consensus can lead to deadlock and paralysis. On the other hand, majority voting can override the interests of one or more parties. Assuming decisions by majority vote, the following proposal seeks to protect the interests of any Contracting Party (CP) that may be outvoted on Commission proposals and whose fundamental interests may be prejudiced if the proposal becomes a measure binding. To achieve an effective decision making process, fundamental interests of each CP must be protected to the greatest extent while ensuring the long term sustainable use of the stocks and respect for the applicable law.

#### *Standing Review Panel (SRP)*

An effective way to do this is to provide for impartial review of any Commission proposal: is it consistent with the NAFO Convention, UNCLOS or UNFA (in relation to a straddling stock)? Does it unjustifiably discriminate in form or fact against one or more Contracting Parties? The burden should be on a Contracting Party to establish that a proposal fails to meet these standards.

For this purpose, a Standing Review Panel, elected for a set term by the new Commission, to make recommendation related to objections, would in open hearings consider submissions by any Contracting Party that may wish to have its views on the issues in question considered. Canada proposes that in order to save time and build expertise, NAFO establish a Standing Review Panel to which any objections remaining at the close of the period for making objections would be automatically referred. This could provide the most expeditious timelines.

Any Member would have the opportunity to participate in proceedings. The panel would operate pursuant to established rules of procedure and would have the jurisdiction to:

1. dismiss the objection, thereby upholding the impugned proposal; or

2. uphold the objection in whole or in part and recommend measures to the Commission to address the problem raised by the objection.

Where the panel sides with a Contracting Party and recommends modification of a proposal, the Commission would meet in special session to implement the decision.

#### *Judicial Review*

Where, the Standing Review Panel upholds the proposal, it would quickly enter into force and become a binding measure. However, a contracting Party that considers that the panel erred in fact or in law could apply to the Fisheries Disputes Chamber of the International Tribunal for the Law of the Sea (FDC), described below, for review of the panel decision on either or both of those grounds. If the FDC agrees with the Contracting Party applicant, FDC findings and recommendations would be substituted for those of the SRP. Otherwise, the proposal would become binding.

#### *Provisional Measures: standards*

What measures would apply until the challenge is settled? Article 41 of the Statute of the International Court of Justice provides that the Court has the power to indicate, if it considers that circumstances so require, any provisional measures which ought to be taken to preserve the respective rights of either party to a dispute. Article 290 of the 1982 UN Convention on the Law of the Sea (UNCLOS), provides that provisional measures can be prescribed to preserve the respective rights of the parties or prevent serious harm to the marine environment. Similarly, Article 31.2 of the Straddling Stocks Agreement, provides for the possibility of provisional measures to “preserve the respective rights of the parties to the dispute or to prevent damage to the stocks in question”. This seems the appropriate standard. Preserving the respective rights of all CPs that might be affected by the actions of a member that objects to a Commission proposal must be one key consideration in determining provisional measures. Ensuring the conservation of the stocks concerned must be the other.

#### *Provisional Measures: options*

The Commission proposal would apply to all Contracting Parties including any that objected. However, any objecting CP would have the option of electing the last measure that applied to it in respect of the proposal in question or, where no such measure exists, it can seek provisional measures from the SRP.

This makes sense from a legal perspective if we agree that there is a presumption that the Commission proposal, supported by a majority of CPs is correct unless and until overturned or modified as a result of a successful objection. However, an objecting CP might feel more comfortable if it could opt for the last measure binding on it. Finally, where no such measure exists, the objecting CP could request provisional measures. (Usually provisional measures are sought where a resolution of the dispute is expected to take a long time). We propose that the Standing Review Panel have the power to prescribe provisional measures upon application by an objecting CP. Any CP would be able to make submissions in response to what the objecting CP is requesting. The SRP may prescribe provisional measures applicable to all CPs.

#### *Fisheries Disputes Chamber of the International Tribunal for the Law of the Sea (ITLOS-FDC)*

If the objecting CP is successful at the SRP, once the Commission implements the SRP’s final award, any Member could seek a review of the Commission’s implementing decision on the ground that it does not accurately or appropriately implement the recommendation of the panel. A potentially expeditious and low cost forum to conduct such a review (in addition to the judicial review of SRP findings against an objection, described above) would be the Fisheries Disputes Chamber of ITLOS, whose membership is elected by UNCLOS parties, and consists of 7 eminent international jurists who are experts in international fisheries law.

Any CP would have the right to participate whether or not it is an UNFA or UNCLOS party. FDC decisions would be final and binding on all CPs and would, if the challenge succeeds, bring **finality** to the matter by substituting the FDC decision for that of the Commission. To be clear, the FDC would have no jurisdiction to revisit the SRP recommendations. It would only consider whether the new Commission measure appropriately implements either

the SRP recommendations, or, in case of prior FDC review of the SRP recommendation, its own prior recommendations.

#### *Costs*

The fairest way to apportion the costs of the proceedings would be as follows:

1. Each CP bears his own “internal” costs of participating in a challenge or before the SRP or FDC.
2. An unsuccessful CP objector would bear the costs of the SRP and FDC (if any). This would discourage objections that are not well founded.
3. Where the objection is successful, the organization would foot the bill. NAFO would establish a budget item for covering the costs of proceedings where a Commission proposal is modified or repealed. This would provide an incentive for the Commission when formulating proposals to take into account the long term sustainable use of the stocks and the respective interests of each CP.



## Annex 11. Discussion Paper Reflecting Informal Consultations (Reform WG WP 06/41)

### *Article XIV - Implementation of Commission Decisions*

1. Each proposal adopted by the Commission pursuant to Article VI shall become binding on the Contracting Parties in the following manner:

a) the Executive Secretary shall within five working days transmit each proposal to all Contracting Parties, specifying the date of transmittal for the purposes of paragraph 2.

b) Subject to the provisions of paragraph 2, the proposal shall become binding upon all Contracting Parties sixty days following the date of transmittal pursuant to subparagraph a) unless otherwise specified in the proposal.

2. If any Contracting Party presents to the Executive Secretary an objection to a proposal within sixty days of the date of transmittal specified in the notification of the measure by the Executive Secretary, ~~the proposal shall not become a binding measure until the expiration of forty days following the date of transmittal specified in the notification of that objection to the Contracting Parties. There upon, any other Contracting Party may similarly object prior to the expiration of the additional forty-twenty day period, or within thirty-fifteen days after the date of transmittal specified in the notification to the Contracting Parties of any objection presented within that additional forty twenty-day period, whichever shall be the later. The proposal shall then become a binding measure on all Contracting Parties, except those which have presented objections, at the end of the extended period or periods for objecting. If, however, at the end of such extended period or periods, objections have been presented and maintained by a majority of Contracting Parties, the proposal shall not become a binding measure, unless any or all of the Contracting Parties nevertheless agree as among themselves to be bound by it on an agreed date.~~

3. Any Contracting Party which has objected to a proposal may at any time withdraw that objection and the proposal ~~immediately~~ shall then become a binding measure on such a Contracting Party.

4. At any time after the expiration of one year from the date on which a measure enters into force, any Contracting Party may give to the Executive Secretary notice of its intention not to be bound by the measure, and, if that notice is not withdrawn, the measure shall cease to be binding on that Contracting Party at the end of one year from the date of receipt of the notice by the Executive Secretary. At any time after a measure has ceased to be binding on a Contracting Party under this paragraph, the measure shall cease to be binding on any other Contracting Party upon the date a notice of its intention not to be bound is received by the Executive Secretary.

5. Any Contracting Party which has presented an objection to a proposal under paragraph 2 or given notice of its intention not to be bound by a measure under paragraph 4 shall at the same time provide an explanation for its reasons for taking this action. This explanation shall specify whether the reasons for taking this ~~is~~ action is that the Contracting Party considers that the proposal or measure is inconsistent ~~of~~ with the provisions of this Convention, ~~that the Contracting Party can not practically comply with the proposal or measure, that the measure unjustifiably discriminates in form or in fact against the Contracting party or whether other circumstances apply or that the proposal or measure unjustifiably discriminates in form or in fact against it.~~ The explanation shall also include a declaration of its intentions following the objection or notice, including a description of the alternative measures it intends to take or has taken for the conservation, management and control of the relevant fishery resources in accordance with ~~the objectives of this Convention Article II.~~

6. The Executive Secretary shall immediately notify each Contracting Party of:

- a) the receipt of each objection and withdrawal of objection under paragraphs ~~1 and 2~~ 2 and 3;
- b) the date on which any proposal becomes a binding measure under the provisions of paragraph 1;
- c) the receipt of each notice under paragraph ~~3 and~~ 4; and
- d) each explanation and description of alternative measures received under paragraph 5

7. In the event that any Contracting Party invokes the procedure set out in paragraphs 2, 4 and 5, the Commission may decide, on the basis of a majority mail vote, to convene an ad hoc expert Panel in accordance with Annex II.

Notwithstanding the results of the mail vote, any Contracting Party other than the objecting Contracting Party may request a meeting of the Commission to review the proposal or measure of the Commission and the alternative measures.

~~meet at the request of any other Contracting Party to review the measure. At the time of such a meeting and within 30 days following the meeting, any Contracting Party shall have the right to notify the Commission that it is no longer able to accept the measure, in which case that Contracting Party shall no longer be bound by the measure.~~

~~8. Pending the conclusions of a review meeting called in accordance with paragraph 7, any Contracting Party may request an ad hoc expert panel established in accordance with Article XV to make recommendations on any interim measures following the invocation of the procedures pursuant to paragraphs 2, 4 and 5 which may be necessary in respect of the measure to be reviewed. Subject to paragraph 9, such interim measures shall be binding on all Contracting Parties if all Contracting Parties (other than those who have indicated that they are unable to accept the measure, pursuant to paragraphs 2 and 5) agree that the longterm sustainability of the stocks of the fishery resources covered by this Convention will be undermined in the absence of such measures.~~

8. Any ad hoc expert Panel established pursuant to paragraph 7 shall review the alternative measures and the proposal or measure of the Commission and make recommendations to the Commission on:

(a) whether the alternative measures proposed in paragraph 5 are in accordance with Article II and preserve the rights of all Contracting Parties, and

(b) whether the explanation pursuant to paragraph 5 is well founded, and whether the proposal or measure of the Commission should be maintained, modified, amended or revoked.

9. Following the procedures set out in paragraph 8, the Commission shall promptly meet, to consider the recommendations of the ad hoc panel.

~~9- 10.~~ This Article is without prejudice to the right of any ~~other~~ Contracting Party to invoke the dispute settlement procedures set out in Article XV in respect of a dispute concerning the interpretation or application of this Convention, in the event that all other methods to settle the dispute, including the procedures set out in this Article, have been exhausted.

#### Addition to Annex II

11. In relation to the ad hoc Panel established pursuant to Article XIV, paragraphs 7 and 10, the Parties shall be deemed to be the Commission and the objecting Contracting Party and the provisions of this Annex shall apply, with the exception of paragraphs 3 and 4(e).

**Annex 12. Proposal by the United States Regarding Calculations of Budget Contributions  
(Reform WG WP 06/19 Revised)**

- Amendment to Article IX – Budget:
2. The Commission shall establish the contributions dues from each Contracting Party under the annual budget on the following basis:
- a) One-third of the budget shall be divided equally among all the Contracting Parties; and
  - b) Two-thirds of the budget shall be divided among all Contracting Parties in proportion to their nominal catches in the Convention Area in the year ending two years before the beginning of the budget year.

The nominal catches referred to above shall be the reported catches of the fishery resources specified in the financial regulations adopted by the Commission pursuant to Article VI.

- Amendment to the List of Stocks used to determine nominal catches, currently in Appendix I; proposed to be moved to the Financial Regulations:

Delete from the list:

Atlantic herring	<i>Clupea harengus</i>
Atlantic mackerel	<i>Scomber scombrus</i>
Atlantic butterfish	<i>Peprilus triacanthus</i>
River Herring (alewife)	<i>Alosa pseudoharengus</i>
Long-finned squid	<i>Loligo pealei</i>

Add to the list:

White hake	<i>Urophycis tenuis</i>
Skates	<i>Raja</i> sp.
Deepwater redfish	<i>Sebastes mentella</i>
Acadian redfish	<i>Sebastes fasciatus</i>

	1/3 (All)	2/3 (CA Catch)	Total
Canada	\$37,477.72	\$410,550.01	<b>\$448,027.74</b>
Cuba	\$37,477.72	\$1,422.78	<b>\$38,900.50</b>
DFG	\$37,477.72	\$230,893.99	<b>\$268,371.71</b>
EU	\$37,477.72	\$84,333.58	<b>\$121,811.30</b>
France (SPM)	\$37,477.72	\$7,205.86	<b>\$44,683.58</b>
Iceland	\$37,477.72	\$9,691.25	<b>\$47,168.98</b>
Japan	\$37,477.72	\$2,459.85	<b>\$39,937.57</b>
Korea	\$37,477.72	\$0.00	<b>\$37,477.72</b>
Norway	\$37,477.72	\$15,875.37	<b>\$53,353.09</b>
Russia	\$37,477.72	\$27,238.45	<b>\$64,716.17</b>
Ukraine	\$37,477.72	\$739.49	<b>\$38,217.21</b>
USA	\$37,477.72	\$109,054.70	<b>\$146,532.42</b>
<b>Total</b>			<b>\$1,349,198.00</b>

### **Annex 13. Proposal from DFG (Reform WG WP 06/22)**

- **Reform W.G. W.P. 06/1 Revision 2 – Chair’s Working Paper**

*Article I – Definitions*

1. For the purpose of this Convention, the following definitions apply:

(d) “Contracting Party” means any State or regional economic integration organisation which has consented to be bound by this Convention, and for which the convention is in force;

(f) “Flag State” means, unless otherwise indicated:

(i) a state whose vessels are entitled to fly its flag; or

(ii) a regional economic integration organisation in which vessels are entitled to fly the flag of a member State of that regional economic integration organisation;

- **Proposal from DFG for new wording:**

*Article I – Definitions*

(d) “Contracting Party” means any State [**entity**] or regional economic integration organisation which has consented to be bound by this Convention, and for which the convention is in force

(f) “Flag State” means, unless otherwise indicated:

(i) a state [**or entity**] whose vessels are entitled to fly its flag; or

(ii) a regional economic integration organisation in which vessels are entitled to fly the flag of a member State of that regional economic integration organisation;

**Explanatory note**

- Reference is made to UNCLOS Article 1, paragraph 2, 1) and 2); Article 305, paragraphs 1 c), d) and e); and Article 307. (see reverse side).

- Other Regional Fisheries Management Organisation with provision for the full participation of entities other than states include WCPFC, ICCAT and CCSBT.

- This proposal is put forward with a view to possible future participation by the Faroes and Greenland as separate entities in the light of their status as distinct fisheries jurisdictions with competence over the matters governed by the NAFO Convention, including the competence to enter into treaties in respect of those matters.

## UN CONVENTION ON THE LAW OF THE SEA (UNCLOS) 1982:

### Article 1      Use of terms and scope

#### Paragraph 2

(1) States Parties means States which have consented to be bound by this Convention and for which this Convention is in force.

(2) This Convention applies *mutatis mutandis* to the entities referred to in Article 305 paragraph 1 b), c), d), e) and f) which become Parties to this Convention in accordance with the conditions relevant to each, and to that extent "States Parties" refers to those entities.

### Article 305      Signature

Paragraph 1. This Convention shall be open for signature by:

- (a) all States;
- (b) Namibia, represented by the United Nations Council for Namibia;
- (c) all self-governing associated States which have chosen that status in an act of self-determination supervised and approved by the United Nations in accordance with General Assembly resolution 1514 (XV) and which have competence over the matters governed by this Convention, including the competence to enter into treaties in respect of those matters;
- (d) all self-governing associated States which, in accordance with their respective instruments of association, have competence over the matters governed by this Convention, including the competence to enter into treaties in respect of those matters;
- (e) all territories which enjoy full internal self-government, recognized as such by the United Nations, but have not attained full independence in accordance with General Assembly resolution 1514 (XV) and which have competence over the matters governed by this Convention, including the competence to enter into treaties in respect of those matters;
- (f) international organizations, in accordance with Annex IX.

### Article 307      Accession

This Convention shall remain open for accession by States and the other entities referred to in Article 305. [...] The instruments of accession shall be deposited with the Secretary-General of the United Nations.

## FISH STOCKS AGREEMENT (UNFA), 1995

### Article 1      Use of terms and scope

1. For the purposes of this Agreement:

2. (a) "States Parties" means States which have consented to be bound by this Agreement and for which the Agreement is in force.

(b) This Agreement applies *mutatis mutandis*:

(i) to any entity referred to in article 305, paragraph 1 (c), (d) and (e), of the Convention and  
(ii) subject to article 47, to any entity referred to as an "international organization" in Annex IX, article 1, of the Convention which becomes a Party to this Agreement, and to that extent "States Parties" refers to those entities.

3. This Agreement applies *mutatis mutandis* to other fishing entities whose vessels fish on the high seas.

### Article 39      Accession

This Agreement shall remain open for accession by other States and the entities referred to in Article 1, paragraph 2 b). The instruments of accession shall be deposited with the Secretary-General of the United Nations.

## **Annex 14. Proposal for Amendment of the Rules of Procedure (GC Working Paper 06/3)**

**The following rule should be deleted:**

### **Rules of Procedure – General Council**

#### **Rule 5.2**

~~5.2 There shall be a Standing Committee on Fishing Activities of non Contracting Parties in the Regulatory Area (STACFAC) including one representative from each Contracting Party that wishes to participate, who may be assisted by experts and advisers, and which shall:~~

- ~~a. obtain and compile all available information on the fishing activities of non Contracting Parties in the Regulatory Area, including details on the type, flag and name of vessels and reported or estimated catches by species and area;~~
- ~~b. obtain and compile all available information on landings, and transshipments of fish caught in the Regulatory Area by non Contracting Parties, including details on the name and flag of the vessels; the quantities by species landed, transshipped; and the countries and ports through which the product was shipped;~~
- ~~c. examine and assess all options open to NAFO Contracting Parties including measures to control imports of fish caught by non Contracting Party vessels in the Regulatory Area and to prevent the reflagging of fishing vessels to fish under the flags of non Contracting Parties; and~~
- ~~d. recommend to the General Council measures to resolve the problem.~~

**The following paragraphs should be added to:**

### **Rules of Procedure – Fisheries Commission**

#### **Rule 5.1**

- j) obtain and compile all available information on the fishing activities of non-Contracting Parties in the Regulatory Area, including details on the type, flag and name of vessels and reported or estimated catches by species and area;
- k) obtain and compile all available information on landings, and transshipments of fish caught in the Regulatory Area by non-Contracting Parties, including details on the name and flag of the vessels; the quantities by species landed, transshipped; and the countries and ports through which the product was shipped;
- l) examine and assess all options open to NAFO Contracting Parties including measures to control imports of fish caught by non-Contracting Party vessels in the Regulatory Area and to prevent the reflagging of fishing vessels to fish under the flags of non-Contracting Parties; and
- j- m) make appropriate recommendations to the Fisheries Commission.