

SOUTHERN INDIAN OCEAN FISHERIES AGREEMENT (SIOFA)

Report of First Extraordinary Meeting of the Parties

12 – 16 October 2015, Brussels, Belgium

Interim Secretariat: EU (DG MARE)

Chairperson: Kristopher Du Rietz

Contracting Parties: Australia, Cook Islands, European Union, France on behalf of its Indian Ocean Territories, Japan, Republic of Korea, Mauritius and Seychelles.

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Preamble

In the last ordinary meeting, held in Mauritius in March 2015, the Meeting of the Parties was not able to adopt any administrative and organisational documents of the Southern Indian Ocean Fisheries Agreement and therefore it was decided to organise an Extraordinary Meeting of the Parties to finalize and, if possible, adopt among others Rules of Procedure, Financial Regulation and Terms of Reference of subsidiary bodies (Scientific Committee, Compliance Committee and Standing Committee on Administration and Finance). The adoption of these documents will enable the Meeting of the Parties to become more operational in its 2016 annual session and also organise the first meeting of its subsidiary bodies.

The Extraordinary Meeting was intended to also be the opportunity to set up the roadmap for the year to come, to organise the interim secretariat, the next annual session, budgetary issues, procedure for the recruitment of the future Executive Secretary and exchange views on the headquarters implementation.

1. Opening of the Session

The European Commission welcomed the participants and gave the floor to Kristofer DU RIETZ (EU) for the opening speech of the SIOFA extraordinary meeting (annex 2).

Delegates were then asked to present their delegations and give their opening speeches (annex 3). All delegates were firmly committed to moving forward swiftly with the foundational documents in order to have everything in place.

2. Approval of the agenda (Chair) and arrangements for the Session (EU)

The agenda (Revised annotated agenda - annex 14) was formally adopted by all delegates. Due to time constraints, the order of points was modified in order to work on the most important documents first. Australia suggested moving the Compliance Committee Terms of Reference to the end of the meeting.

The EU delegate provided some housekeeping details for the stay of delegates during the meeting.

3. Rules of Procedure (Australia)

The Australian delegation ran through the Rules of Procedure point by point. Several issues were pending from the previous meeting and needed to be clarified.

The Rules of Procedure were formally adopted by all parties (annex 4).

4. Financial Regulations (France)

Discussion led by France on this item moved forward, all regulations were reviewed and revised accordingly (annex 5). Further analysis will be undertaken at the next ordinary meeting and intersessionally. Delegates agreed on guidelines for the annual contribution formula.

The point on Salaries (former Regulation 10) was removed. Regulation 10.1 on salaries will be shifted to the Staff regulations and Regulation 10.2 on income taxes will be moved to the Headquarters Agreement.

5. Scientific Committee Terms of Reference and establishment of the Scientific Committee (Australia)

Australia presented the document for discussion. The Terms of Reference were formally adopted (annex 6) and the Committee established, thus enabling the organisation of the first Scientific Committee meeting in March 2016.

6. Compliance Committee Terms of Reference and establishment of the Compliance Committee (Australia)

Australia presented the document for discussion. The Terms of Reference were formally adopted (annex 7) and the Committee established, thus enabling the organisation of the first Compliance Committee meeting during the 2016 Meeting of the Parties.

7. Standing Committee on Administration and Finance (SCAF) Terms of Reference and establishment of the SCAF (EU)

The European Union presented the document for discussion. The Terms of Reference were formally adopted (annex 8) and the Committee established, thus enabling the organisation of the first SCAF meeting during the 2016 Meeting of the Parties.

8. Procedures to recruit the Executive Secretary (EU)

The EU delegation presented the recruitment procedure for the position of Executive Secretary. A detailed discussion took place on the various points, including the annexes. The document was formally adopted, along with the two annexes (annex 9).

For reasons of clarity, delegates decided to create a new document outlining exclusion criteria for applications. The document was adopted (annex 10 – GRID).

9. Decision on making decisions intersessionally (Australia)

Australia presented the proposed Decision and the Meeting of the Parties reviewed text.

The Meeting of the Parties agreed on the importance of Contracting Parties acknowledging receipt of proposed Decisions.

Japan and Korea expressed their understanding that the agreed intersessional decision making process satisfies all requirements set out in Article 8 of the Agreement.

The Decision was formally adopted (annex 11) and the text in annex A of the Decision will be integrated in the Rules of Procedure.

10. Roadmap until 2016 Meeting of the Parties (EU)

The Roadmap was discussed and amended to reflect the comments and suggestions of delegations around the table. This document lists the actions to be undertaken and also defines the responsibilities of the interim secretariat until the recruitment of the Executive Secretary.

The Roadmap was formally adopted (annex 12 and annex 13 – bank account).

11. Any Other Business:

i) Exchange of views on the preparation of the first Scientific Committee session and catch and fishing data (Australia)

Australia proposed to hold a meeting 21-25 March 2016 in Fremantle, Australia.

Australia offered to chair the meeting and indicated that it would bring forward 3 papers: Consideration of Vulnerable Marine Ecosystems (VMEs) and development of a bottom fishing measure; data standards and the use of large scale pelagic driftnets and deepwater gillnets.

Australia expects to circulate draft agenda for consideration by Contracting Parties in the near future.

ii) Information on the preparation of the 3rd Annual meeting in La Reunion (EU)

EU put to the floor the question of the length of the next Meeting of the Parties. Japan was in favour of maximum 5 days. Australia would agree to 7 days. The Meeting of the Parties is scheduled for the second half of June 2016. Depending on the number of points proposed to be included in the agenda including subsidiary bodies, Contracting Parties will decide on the duration of the 2016 Meeting of the Parties.

iii) System of Monitoring, Control and Surveillance (EU)

The EU outlined the status of the draft System of Monitoring, Control and Surveillance (MCS) that should be updated taking into account recent modifications in MCS Systems in other RFMOs.

A new draft will be circulated to all delegations well in advance of the June 2016 Meeting of the Parties.

iv) Staff Regulations

Delegates were of the opinion that it would be good to have a draft version for the next Meeting of the Parties.

The Republic of Korea agreed to prepare a draft that will be circulated in time for written comments well before the 2016 Meeting of the Parties.

12. Close of the Meeting (Chair)

After approving the final report, the Chairman closed the meeting thanking Delegates for the active and fruitful participation, highlighting that SIOFA is now on track to become a fully effective RFMO.

Annex 1 - List of Participants

OPENING (EU)

1- Stefaan DEPYPERE (DG MARE/B1 Director) (stefaan.depypere@ec.europa.eu)

CHAIRPERSON (EU)

2- Kristofer DU RIETZ (Chaiman) (kristofer.du-rietz@ec.europa.eu)

CONTRACTING PARTIES

Australia

3- Gordon NEIL (Head of Delegation) (Gordon.Neil@agriculture.gov.au)

4- Kerrie ROBERTSON (Kerrie.Robertson@agriculture.gov.au)

5- Zoe SCANLON (Zoe.Scanlon@agriculture.gov.au)

Cook Islands

6- Ben PONIA (Head of Delegation) (b.ponia@mnr.gov.ck)

European Union

7- Orlando FACHADA (Head of Delegation) (orlando.fachada@ec.europa.eu)

8- Louise HEAD (rapporteur) (louise.head@ec.europa.eu)

9- Jon LANSLEY (MCS issues) (Jon.lansley@ec.europa.eu)

10- Etienne DE LA FOUCHARDIERE (secretariat and headquarters) (etienne.de-la-fouchardiere@outre-mer.gouv.fr)

11- Ton IJISTRA (EU Presidency) (a.h.ijlstra@minez.nl)

France (on behalf of French Indian Ocean Territories)

12- Vincent LELIONNAIS (Head of Delegation) (vincent.lelionnais@developpement-durable.gouv.fr)

Japan

13- Haruo TOMINAGA (Head of Delegation) (haruo_tominaga15@nm.maff.go.jp)

14- Ayako MASUDA (ayako.masuda@mofa.go.jp)

Korea, Republic of

15- Sung Ho KIM (Head of Delegation) (shkim1013@korea.kr / 1013ksh@gmail.com)

16- Jihyun KIM (zeekim@ififc.org)

Mauritius

17- Devanand NORUNGEE (Head of Delegation) (dnorungee@gmail.com)

Seychelles

18- Roy CLARISSE (Head of Delegation) (royc@sfa.sc)

SECRETARIAT OF THE MEETING

19- European Commission, Directorate-General for Maritime Affairs and Fisheries, Directorate of International Affairs and Markets, International Affairs, Law of the Sea and Regional Fisheries Organisation (DG MARE B1)

Annex 2
**EU Opening Statement by Mr Stefaan Depypere, DG MARE Director -
International Affairs and Markets**

Chairman,
Distinguished Delegates,
Ladies and Gentlemen.

Good Morning,

I have the honour and the pleasure of welcoming all Delegations to the European Commission premises. I would particularly like to greet delegates coming from other Continents and distant Islands, who have travelled a long way to Brussels to attend the first SIOFA Extraordinary Meeting of the Parties.

We are proud to have this important meeting here in Europe and we do hope that this week's discussions will pave the way for making this young organisation fully operational. This means that we should devise the future work priorities and identify the next working steps.

In the last Annual Session, held in Mauritius in March 2015, the Meeting of the Parties mainly decided on the location of the headquarters in La Réunion and made some progress on the preparation of Rules of Procedure and Financial Regulation. However, some basic documents could not be adopted, this is why it was decided to organise this Extraordinary Meeting of the Parties: to finalize administrative and financial documents that are fundamental for the functioning of the Southern Indian Ocean Fisheries Agreement.

So we hope for this week that it will be possible to finalize Rules of Procedure, the Financial Regulation and Terms of Reference of SIOFA subsidiary bodies. This will enable the organisation of the first meeting of its subsidiary bodies and to have finally more substantive discussions at the next SIOFA meeting in 2016.

This Extraordinary Meeting will in addition be the opportunity to set up the roadmap for the year to come, to help structure the interim secretariat and frame the next annual session. Budgetary issues and the recruitment procedure for the future Executive Secretary will also be on the agenda. We will exchange views on the headquarters implementation.

To conclude, we now have all the ingredients for a successful recipe so let's move forward and allow SIOFA to further progress on the sustainable management of the southern Indian Ocean marine ecosystem and fishing resources. We hope to build a modern Regional Fisheries Management Organisation, with strong support from the Scientific, Compliance and Administration and Finance Committees.

We aim to work constructively and with a good team spirit with all SIOFA Contracting Parties this week, in order to reach a successful and positive outcome on Friday.

Last but not least, enjoy your stay in Brussels and its culinary, beer and chocolates delights.

I declare now the SIOFA Extraordinary Meeting of the Parties open.

Thank you.

Annex 3 – Opening Statements (Delegates)

SIOFA OPENING STATEMENT - Australia

- I would like to make an opening statement on behalf of Australia.
- My name is Kerrie Robertson. I am joined by Zoe Scanlon. Our Head of Delegation, Gordon Neil, will arrive shortly – he has arrived this morning from a meeting of the CCSBT Compliance Committee in Korea.
- Australia was encouraged by the positive discussion and momentum at SIOFA 2 and hopes that this can continue through the Extraordinary Meeting of the Parties.
- We extend our sincere appreciation to the EU for hosting this meeting and providing an interim secretariat.
- SIOFA is one of the newest RFMOs.
 - We are in a good position to learn from the experience of those who have already walked this path.
 - We believe it is our responsibility, as Parties to this Agreement, to ensure that SIOFA models a best practice, contemporary approach to developing conservation and management measures; and robust, transparent governance arrangements.
 - This will give us the best opportunity to responsibly manage fisheries in the southern Indian Ocean.
- The agenda for this meeting is ambitious. However, Australia believes it is important to adopt SIOFA's foundation instruments at this meeting so that Parties can move quickly progress conservation and management measures.
- For this meeting, our primary objective is to ensure that SIOFA Parties adopt effective and transparent Rules of Procedure for the Meeting of the Parties and its subsidiary bodies.

- Adoption of SIOFA's financial regulations is equally important for Australia, as these ensure that SIOFA's work is properly resourced.
- We are also hopeful that Parties can agree to the recruitment process for the Executive Secretary.
- We look forward to another productive meeting with SIOFA Parties.

Opening Statement of Korea

- Mr. Chairmen,
- Korea is very pleased to be here in the city of Brussels and thank the EU for hosting this meeting and welcoming us today. .
- Korea believes that the Meeting of Parties achieved some outcomes at the last ordinary meeting including decision on the Secretariat's location and interim measures governing deep-water gillnet with all the commitment made by Contracting parties participated to that meeting. However, we note that many issues are still remaining in our hands to put the Meeting of the Parties and its subsidiary bodies into operation.
- Korea is optimistic about the outcome of the meeting as we have clear goals to be achieved at this meeting including adoption of the rule of procedure, financial regulation and the establishment of subsidiary bodies. We are prepared and keen to discuss matters that are critical to the work of the SIOFA with other delegates.
- Thank you

Mauritius Opening Statement

Mauritius is very much pleased to attend this Extraordinary Meeting of the Parties of SIOFA after the productive meeting of the Parties in Mauritius. First of all, we shall like to thank the European Union for hosting this important meeting and for all the excellent arrangements.

Mauritius was among the first members to have signed the Southern Indian Ocean Fisheries Agreement (SIOFA) on the 5th July 2006 and later ratified it on 10th December 2010.

For a Small Island Developing state like Mauritius, the long term conservation and sustainable use of fishery resources is of outmost importance. We should not only take into considerations the fishery resources but also the associated ecosystem and the best available scientific advice to ensure a long term sustainability of the blue ocean.

There are many important items on the agenda and I hope we shall come up with some important decisions which will pave the way for the sound implementations of the objectives of SIOFA.

In closing, I shall like to affirm our active participation as a Contracting Party to ensure the success of the meeting. I wish you, all a very productive and successful deliberations during the five coming days.

Thank You.

Annex 4 - Rules of Procedure of Meetings of the Parties

Part I – Meetings

Rule 1 – Ordinary Meetings

1. Pursuant to Article 5 of the Southern Indian Ocean Fisheries Agreement (the Agreement), ordinary meetings shall be convened annually, unless the Meeting of the Parties otherwise decides, in order to consider matters relating to the implementation of the Agreement and to make decisions relevant thereto.
2. Every second ordinary Meeting of the Parties will be held in Mauritius. Other ordinary Meetings of the Parties shall normally be hosted by one of the Contracting Parties to the Agreement or as otherwise agreed. If no Contracting Party offers to host the Meeting of the Parties, it will be hosted at the Headquarters of the Secretariat.

Rule 2 – Extraordinary Meetings

1. In exceptional circumstances, extraordinary Meetings of the Parties may be held in accordance with this Rule.
2. Any Contracting Party or participating fishing entity or the Executive Secretary supported by any Contracting Party or participating fishing entity may request the Chairperson of the Meeting of the Parties to convene an extraordinary Meeting of the Parties. The request shall include a draft provisional agenda setting out the items proposed to be considered in the extraordinary Meeting of the Parties. The Executive Secretary shall immediately inform the Official Contacts of the request.
3. If two other Contracting Parties, or one Contracting Party and one participating fishing entity, support the request and after consulting the Executive Secretary, other Contracting Parties and participating fishing entities as may be feasible in the circumstances, the Chairperson shall determine the date and venue of the extraordinary Meeting of the Parties. To the extent practicable and unless the Meeting of the Parties agrees otherwise, a Contracting Party calling for or supporting the Executive Secretary's request for an extraordinary Meeting of the Parties shall offer to host that meeting.
4. The Executive Secretary shall notify the Official Contacts and observers referred to in Rule 18 of the date and venue and transmit at the same time, a provisional agenda for the extraordinary Meeting of the Parties as early as possible but not less than 30 days before the opening of the meeting. The provisional agenda for an extraordinary Meeting of the Parties shall include only those items proposed for consideration in the request for holding the extraordinary Meeting of the Parties.
5. Each Contracting Party or participating fishing entity shall submit any proposals to the Executive Secretary to be circulated for discussion at the extraordinary Meeting of the Parties 14 days before the meeting.

Part II – Representation and Official Contacts

Rule 3 – Representation

1. Each Contracting Party and participating fishing entity shall be represented at Meetings of the Parties by one designated representative who may be accompanied by alternate representatives, experts and advisers.
2. Observers referred to in Rule 18 may be represented by one designated representative who may be accompanied by alternate representatives, experts and advisers.
3. The names, positions and roles of representatives, alternate representatives, experts and advisers shall be submitted to the Executive Secretary in advance of any meeting.

Rule 4 – Official Contacts

1. Each Contracting Party shall, as soon as possible after the adoption of these Rules of Procedure, notify the Executive Secretary of at least two Official Contacts who shall, for the purposes of official communications about matters relating to the implementation of the Agreement, including all notifications, invitations and communications made pursuant to these Rules of Procedure, be the official points of contact for that Contracting Party.
2. As soon as possible after a fishing entity becomes a participating fishing entity, it shall notify the Executive Secretary of one or more Official Contacts who shall, for the purposes outlined in Rule 4(1), be the official points of contact for that participating fishing entity.
3. Contracting Parties and participating fishing entities shall, as soon as possible after their Official Contacts change, inform the Executive Secretary of these changes.
4. Any notifications, initiations and communications made pursuant to these Rules of Procedure or the Agreement are to be sent to nominated Official Contacts.

Part III – Chairperson and Vice-Chairperson

Rule 5 – Elections

1. The Meeting of the Parties shall elect a Chairperson and Vice-Chairperson of the Meeting of the Parties from among the representatives, alternate representatives and advisers of the Contracting Parties, each of whom shall serve for a maximum of two years and shall be eligible for re-election for one additional term of two years. The Chairperson and Vice-Chairperson shall be from different Contracting Parties.

2. The Chairperson and Vice-Chairperson shall take office at the conclusion of the meeting at which they are elected, with the exception of the first ordinary Meeting of the Parties where they will take office immediately upon their election.
3. While holding that office, a person who is elected as Chairperson despite remaining designated as the representative of a Contracting Party, shall not perform the duties of a representative, alternate representative, expert or adviser of a Contracting Party.
4. Whenever the Chairperson is unable to act, the Vice-Chairperson shall exercise the powers and duties of the Chairperson. The Vice-Chairperson shall act as Chairperson until the Chairperson resumes his or her duties. Whilst acting as Chairperson at a meeting, the Vice-Chairperson will not act as representative, alternate representative, expert or adviser of a Contracting Party.
5. In the event that the office of Chairperson falls vacant due to resignation or permanent inability to act, the Vice-Chairperson shall act as Chairperson until the next ordinary Meeting of the Parties on which occasion a new Chairperson shall be elected.

Rule 6 – Functions of the Chairperson

1. In addition to exercising the powers conferred upon him or her elsewhere in these Rules of Procedure, the Chairperson shall:
 - a) convene extraordinary Meetings of the Parties in accordance with Rule 2;
 - b) declare the opening and closing of each meeting;
 - c) preside at meetings;
 - d) ensure observance of these Rules of Procedure;
 - e) rule on points of order;
 - f) call for and announce the result of votes;
 - g) approve, after consultation with the Executive Secretary, the provisional agenda for a meeting called pursuant to Part I of these Rules of Procedure;
 - h) sign, on behalf of the Meeting of the Parties, a report of the proceedings of each meeting convened pursuant to Part I, for transmission to all Official Contacts and to any State, entity, inter-governmental or non-governmental organisation which has attended the meeting;
 - i) make such decisions and give such directions to the Executive Secretary as will ensure that the business of implementing the Agreement is carried out effectively and in accordance with the decisions of the Meeting of the Parties; and
 - j) perform any other functions as may be assigned to him or her by the Meeting of the Parties.
2. The Chairperson, in the exercise of his or her functions, remains under the authority of the Meeting of the Parties.

3. The Vice-Chairperson acting as Chairperson shall have the same powers and duties as the Chairperson.

Part IV – Secretariat

Rule 7 – Arrangements for the carrying out of secretariat services

1. The Meeting of the Parties may establish a Secretariat consisting of an Executive Secretary and such staff appointed by him or her and under his or her supervision, on such terms as the Meeting of the Parties may determine in accordance with the Agreement, with due regard to principles of economy and efficiency. The Executive Secretary shall hold office for a period of four years from the date of appointment and shall be eligible for re-appointment by the Meeting of the Parties for one additional term. In the event the Executive Secretary is elected by vote, secret ballot shall be conducted unless otherwise decided by the Meeting of the Parties.
2. The Meeting of the Parties shall designate staff positions to be filled through appointments made by the Executive Secretary. The Meeting of the Parties shall fix the terms and conditions of employment for members of the Secretariat.
3. An interim Secretariat, as agreed by the Meeting of the Parties, shall act as Secretariat until the Secretariat or the first Executive Secretary is appointed.

Rule 8 – Secretariat’s functions and duties

1. The Secretariat shall perform such functions and duties as are prescribed by the Meeting of the Parties including:
 - a) receiving and transmitting the official communications of the Meeting of the Parties;
 - b) facilitating the collection of data necessary to accomplish the objectives of the Agreement;
 - c) making all necessary arrangements for each ordinary and extraordinary Meeting of the Parties and any subsidiary bodies where required;
 - d) preparing administrative and other reports for the Meeting of the Parties, the Scientific Committee and any other subsidiary bodies established;
 - e) having the custody and proper preservation of the documents in the archives of the Meeting of the Parties;
 - f) administering and reporting to each ordinary Meeting of the Parties on financial and staffing resources; and
 - g) preparing a report on the Secretariat’s activities for the ordinary Meeting of the Parties.

Rule 9 – Executive Secretary’s functions and duties

1. The Executive Secretary shall assist the Meeting of the Parties and its subsidiary bodies in fulfilling their respective tasks.
2. The Executive Secretary shall:
 - a) have full power and authority over the Secretariat subject to the general supervision of the Meeting of the Parties and within the provisions of any staff regulations;
 - b) receive notifications of the designated representatives, alternate representatives, experts and advisers at meetings and report thereon to the Meeting of the Parties as required;
 - c) maintain a list of the Official Contacts;
 - d) perform all duties assigned to him or her in the Financial Regulations;
 - e) delegate to Secretariat staff any administrative duties as he or she may consider necessary for the effective implementation of his or her responsibilities in accordance with any staff regulations to be agreed by the Meeting of the Parties;
 - f) manage the collection and sharing of data and information in accordance with standards, rules and procedures determined by the Meeting of the Parties pursuant to Article 6(1)(f) of the Agreement;
 - g) keep the Meeting of the Parties informed of any issues or matters which may be of interest to them;
 - h) communicate with other relevant regional fisheries management organisations / arrangements; and
 - i) perform such other functions as may be assigned to him or her by the Meeting of the Parties.
3. While holding this position, an Executive Secretary shall not perform the duties of a representative, alternate representative, expert or adviser of a Contracting Party or a participating fishing entity.

Part V – Preparation for Meetings

Rule 10 – Preparation for Ordinary Meetings

1. The Executive Secretary shall issue invitations to all ordinary meetings to Contracting Parties and participating fishing entities and to observers referred to in Rule 18 no less than 60 days prior to an ordinary Meeting of the Parties;
2. The Executive Secretary shall prepare, in consultation with the Chairperson, a provisional agenda for an ordinary Meeting of the Parties. The provisional agenda shall be transmitted no less than 60 days prior to the meeting by the Executive Secretary to all Official Contacts and to observers referred to in Rule 18.

3. The provisional agenda of an ordinary Meeting of the Parties shall include:
 - a) items which have been requested by the Meeting of the Parties at an earlier meeting;
 - b) items proposed by a Contracting Party or participating fishing entity;
 - c) items associated with the budget of the Meeting of the Parties for the next financial year, the report on the accounts for the last financial year and the auditors' report;
 - d) recommendations of the Scientific Committee pursuant to Article 7(1) of the Agreement;
 - e) recommendations of any subsidiary bodies established by the Meeting of the Parties;
 - f) any other items which the Chairperson or the Executive Secretary considers are necessary to put before the Meeting of the Parties; and
 - g) consideration of the special requirements of developing States bordering the Area, in particular the least developed among them and small-island developing States, pursuant to Article 13 of the Agreement.
4. A Contracting Party, participating fishing entity, the Chairperson or Executive Secretary may, at least 50 days before the date fixed for the opening of an ordinary meeting, request the inclusion of supplementary items in the agenda. Such a request shall be accompanied by a written explanation of the proposed supplementary item. The Executive Secretary will circulate a revised provisional agenda to all Official Contacts and observers referred to in Rule 18 at least 40 days before the opening of the ordinary meeting.
5. Proposals to be discussed at an ordinary Meeting of the Parties shall be submitted to the Executive Secretary no less than 30 days before the date fixed for the opening of the meeting. The Executive Secretary shall make proposals and amendments available to Official Contacts as soon as possible after receipt but no later than 25 days before the beginning of the meeting.
6. Any other document to be discussed at an ordinary meeting shall be submitted to the Executive Secretary no less than 14 days before the date fixed for the opening of the meeting. The Executive Secretary shall make such documents available to Official Contacts as soon as possible after receipt but no later than 10 days before the start of the meeting.

Part VI – Conduct of Meetings

Rule 11 – Adoption of the Agenda

At the beginning of the meeting, the Meeting of the Parties shall adopt its agenda on the basis of the provisional agenda and any supplementary items. The Meeting of the Parties may decide to place additional items of an important or urgent character on the agenda at any time during the meeting.

Rule 12 – Procedures for taking decisions

1. Decisions of the Meeting of the Parties and its subsidiary bodies shall be taken in accordance with Article 8 of the Agreement except where the Agreement expressly provides otherwise.
2. Each Contracting Party and each participating fishing entity shall be entitled to one vote.
3. Two thirds of Contracting Parties and participating fishing entities, taken together, shall constitute a quorum. Whether a quorum has been reached is to be assessed at the time a decision is taken.
4. Decisions adopted by the Meeting of the Parties shall become binding on all Contracting Parties and participating fishing entities 90 days after the date the decision was transmitted by the Executive Secretary in accordance with Rule 16 unless otherwise decided by the Meeting of the Parties.

Votes shall be taken by show of hands unless a Contracting Party or participating fishing entity requests that the vote be taken by a roll call or secret ballot and this request is supported by at least one other Contracting Party or participating fishing entity.

Part VII – Suspension of Voting or Participation Rights

Rule 14 – Suspension of the exercise of voting or participation rights

1. A contributor to the budget of the Meeting of the Parties which is in arrears in the payment of its financial contributions to the Meeting of the Parties shall not participate in the taking of decisions by the Meeting of the Parties if, at the time of the meeting, the amount of its arrears equals or exceeds the amount of the contributions due from it for the preceding two full years. The Executive Secretary shall announce to the Meeting of the Parties a list of contributors to the budget of the Meeting of the Parties who do not have the right to vote prior to the commencement of the voting.
2. The Meeting of the Parties may, nevertheless, permit such a contributor to participate in the taking of decisions if it is satisfied that the failure to pay is due to conditions beyond the control of the contributor.

Part VIII – Reports of Meetings and Notifications

Rule 15 – Reports of Meetings

1. The Chairperson, with assistance from the Secretariat, shall present a draft report of each Meeting of the Parties to the Meeting of the Parties prior to the close of each meeting. The Meeting of the Parties will adopt the official report prior to the close of each meeting. The Executive Secretary shall circulate the official report to all Official Contacts within 7 working days of the close of the meeting.

2. Reports of the meetings of all subsidiary bodies of the Meeting of the Parties shall be circulated to Official Contacts by the Executive Secretary. All such subsidiary bodies will adopt an official report prior to the close of each meeting.

Rule 16 – Notification of Decisions

The Executive Secretary shall circulate the text of all decisions adopted by the Meeting of the Parties pursuant to Article 8 of the Agreement to all Official Contacts and observers referred to in Rule 18 within 7 working days following the adoption of such a decision.

Part IX - Cooperating Non-Contracting Parties

Rule 17 – Participation of cooperating non-Contracting Parties

1. Each year, the Executive Secretary shall invite all non-Contracting Parties who undertake fishing activities in the Agreement Area to cooperate with the Meeting of the Parties by acceding to the Agreement or, as the case requires, by applying to the Meeting of the Parties for the status of a cooperating non-Contracting Party.
2. Any State or regional economic integration organisation may apply to the Meeting of the Parties to be admitted in the capacity of a cooperating non-Contracting Party. Any applications for such admission should be received by the Executive Secretary at least 60 days before the ordinary Meeting of the Parties.
3. A fishing entity may apply to the Meeting of the Parties to be admitted in the capacity of a cooperating non-participating fishing entity. Any applications for such admission should be received by the Executive Secretary at least 60 days before the ordinary Meeting of the Parties.
4. When submitting an application for admission in the capacity of a cooperating non-Contracting Party or cooperating non-participating fishing entity, the applicant will give a formal written statement to the Meeting of the Parties of its commitment to:
 - a) carry out the objectives of the Agreement;
 - b) abide by conservation and management measures and all other decisions and resolutions adopted in accordance with the Agreement;
 - c) take appropriate action to ensure that its fishing activities do not diminish the effectiveness of conservation and management measures and all other decisions adopted in accordance with the Agreement; and
 - d) consult with the Meeting of the Parties to develop any other criteria for its admission in the capacity of a cooperating non-Contracting Party or cooperating non-participating fishing entity specific to its situation.

5. At each ordinary meeting, the Meeting of the Parties may decide to set aside fishing opportunities for cooperating non-Contracting Parties or cooperating non-participating fishing entities in accordance with Article 17(4) of the Agreement.
6. The commitments in paragraphs 4(a) to (c) of this Rule, and any specific criteria determined by the Meeting of the Parties in consultations with the applicant in accordance with paragraph 4(d), will be circulated to Official Contacts as soon as practicable by the Executive Secretary. These commitments will be reviewed by the Meeting of the Parties at its next ordinary meeting. The cooperating non-Contracting Party or cooperating non-participating fishing entity will reaffirm those commitments at that meeting. The Meeting of the Parties will decide whether to admit the applicant as a cooperating non-Contracting Party or cooperating non-participating fishing entity at that meeting.
7. An applicant that is admitted by the Meeting of the Parties shall attend ordinary and extraordinary Meetings of the Parties as an observer. The Meeting of the Parties may decide to restrict the participation of a cooperating non-Contracting Party or cooperating non-participating fishing entity to a particular agenda item or items.
8. At each ordinary meeting, the Meeting of the Parties will determine whether any cooperating non-Contracting Parties and cooperating non-participating fishing entities qualify to retain their status. In the event that a compliance monitoring system is adopted by the Meeting of the Parties, cooperating non-Contracting Parties and cooperating non-participating fishing entities will be subject to the same performance assessment as Contracting Parties. Until such time as a compliance monitoring system is adopted, the Meeting of the Parties will evaluate the performance of the cooperating non-Contracting Party and cooperating non-participating fishing entity against the commitments referred to in Rule 17(4)(a)-(d).

Part X – Observers

Rule 18 – Observers

1. In accordance with Article 14 of the Agreement and these Rules of Procedure, the following may participate as observers to Meetings of the Parties and its subsidiary bodies:
 - a) Coastal States with waters under national jurisdiction adjacent to the Area who are not Contracting Parties;
 - b) cooperating non-Contracting Parties, cooperating non-participating fishing entities and non-Contracting Parties;
 - c) the Food and Agriculture Organization of the United Nations and other relevant United Nations bodies;
 - d) the South West Indian Ocean Fisheries Commission;

- e) regional fisheries management organisations with competence over high seas waters adjacent to or overlapping the Agreement Area; and
 - f) other intergovernmental organisations and regional economic integration organisations concerned with matters relevant to the implementation of this Agreement.
2. A non-governmental organisation concerned with matters relevant to the implementation of this Agreement who wishes to participate as an observer shall notify the Executive Secretary at least 60 days in advance of the meeting, together with an explanation of its interest in the work of the Meeting of the Parties. The Executive Secretary shall promptly notify Official Contacts of the request. Any such non-governmental organisation shall be invited to participate as an observer unless a simple majority of the Meeting of the Parties objects to the request by notifying the Executive Secretary in writing at least 20 days before the opening of the meeting. Observer status shall remain in effect for future meetings unless the Meeting of the Parties decides otherwise. The Meeting of the Parties may review and reconsider whether an observer retains its status.
 3. Observers may participate in the deliberations of the ordinary and extraordinary Meetings of the Parties and its subsidiary bodies at the discretion of the Meeting of the Parties but shall not be entitled to participate in the taking of decisions.
 4. Observers may submit relevant documents to the Executive Secretary for distribution to the Meeting of the Parties or its subsidiary bodies as information papers at the discretion of the Meeting of the Parties and shall be given timely access to all documents subject to any Rules relating to the confidentiality of certain data and commercially sensitive information that the Meeting of the Parties may decide.

Part XI – Participation by Fishing Entities

Rule 19 – Participation by fishing entities

A fishing entity which has expressed its commitment to be bound by the terms of the Agreement and decisions of the Meeting of the Parties by written instrument at Annex I of these Rules of Procedure will be a participating fishing entity 30 days from the receipt by the Chairperson of the Meeting of the Parties of that written instrument. In accordance with Article 15(2) of the Agreement, a participating fishing entity may then participate in the Meeting of the Parties and its subsidiary bodies and in decision making in accordance with these Rules of Procedure.

Part XII – Transparency

Rule 20 – Open and Closed meetings

1. Consistent with Article 14 of the Agreement, ordinary and extraordinary Meetings of the Parties and its subsidiary bodies shall be open to observers unless the Meeting of the Parties

or the subsidiary body concerned decides that exceptional circumstances require that a meeting, or part thereof, be held in closed session.

2. Notwithstanding paragraph 1 of this Rule, meetings of any subsidiary body established to consider financial matters shall be restricted to budget contributors and discussions concerning the selection and appointment of the Executive Secretary shall ordinarily be conducted in a closed meeting.
3. The outcomes of a closed ordinary or extraordinary Meeting of the Parties or part thereof shall be announced at the next opportunity - either at the next open session or at the next open Meeting of the Parties as appropriate. At the end of a closed meeting of a subsidiary body, the Chairperson of the subsidiary body may issue a communiqué through the Executive Secretary outlining any recommendations made at that closed meeting.

Part XIII – Rules of Procedure of Subsidiary Bodies

Rule 21 – Subsidiary Bodies

1. The Meeting of the Parties may determine the composition and terms of reference of any subsidiary body it may establish.
2. Subject to the provisions of the Agreement, each subsidiary body of the Meeting of the Parties may formulate and submit for approval by the Meeting of the Parties such rules as may be necessary for the efficient conduct of its functions.
3. Except as otherwise provided in the Agreement, these Rules of Procedure apply, mutatis mutandis, to the proceedings of subsidiary bodies.

Part XIII – Language

Rule 22 - Working Language

1. The Agreement is written in English and French; both texts being equally authentic.
2. English shall be the working language of the Meeting of the Parties and its subsidiary bodies, however, French may be used on the condition that an interpretation or translation is available. Each Contracting Party hosting a Meeting of the Parties may consider providing translation or interpretation at that meeting as a courtesy.
3. Official texts of the Agreement, Rules of Procedure, Financial Regulations shall be produced in English and French. Any other document as the Meeting of the Parties may decide shall also be produced in English and French.

Part XIV – Amendment of the Rules of Procedure

Rule 23 – Method of amendment

These Rules of Procedure shall be amended by a decision of the Meeting of the Parties in accordance with Article 5(3) of the Agreement.

ANNEX I of the Rules of Procedure

INSTRUMENT FOR THE PARTICIPATION OF A FISHING ENTITY

Considering that the *Southern Indian Ocean Fisheries Agreement* (the 'Agreement') was signed in Rome on 29 December 2006, and entered into force on 21 June 2012;

Noting that Article 15 of the Agreement permits a fishing entity to deliver a written instrument to the Chairperson of the Meeting of the Parties expressing its firm commitment to be bound by the terms of the Agreement;

The Meeting of the Parties to the Agreement **HEREBY INVITES** [*name of fishing entity*], as a fishing entity, and [*name of fishing entity*] **HEREBY DECLARES**:

- (a) its firm commitment to be bound by the terms of the Agreement, and to participate in ordinary and extraordinary Meetings of the Parties and its subsidiary bodies, in accordance with the Agreement and the Rules of Procedure;
- (b) that all domestic legal requirements have been fulfilled to enable [*name of fishing entity*] to implement its obligations under the Agreement;

IN WITNESS WHEREOF, the undersigned, being duly authorised to that effect, have appended their signature hereto.

DONE at [*insert place*] this [*insert date*] day of [*insert month, year*]. The original text of this instrument shall be delivered to the Chairperson of the Meeting of the Parties and then deposited in the treaty archives of the Director-General of the Food and Agriculture Organization of the United Nations. The Chairperson will direct that a certified copy of this instrument be circulated to [*name of fishing entity*] and to all Contracting parties to the Agreement.

For [fishing entity]:

For the Chairperson of the Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement:

Annex 5 – Draft Financial Regulations

Règles financières pour l'Accord des pêcheries du sud de l'océan Indien

Une nouvelle version du projet de règles financières pour la Réunion des Parties à l'APSOI a été réalisée par les autorités françaises en vue de la réunion extraordinaire prévue du 12 au 16 octobre 2015 à Bruxelles. Ce nouveau projet tient compte des commentaires fournis par la délégation australienne et des discussions de la deuxième réunion des Parties du 17 au 20 mars 2015. Certaines délégations ont exprimé le souhait de disposer d'un temps d'analyse supplémentaire sur l'ensemble du document. Aussi, le texte reste entièrement ouvert à la discussion.

Règles n° 1 à 4 incluse : applicabilité, année financière, budget et engagements

La première partie du document, jusqu'à la règle n°4 relative aux engagements, avait pu être examinée en réunion plénière et n'a pas été modifiée à l'exception de la monnaie de référence : l'euro a été choisi en cohérence avec la décision de localiser le Secrétariat à La Réunion.

Règle n° 5 : contributions annuelles

À la règle 5.1, conformément au souhait de l'Australie, il est proposé que la Réunion des Parties décide des contributions des trois premières années en tenant compte des Etats en développement, en particulier les moins développés parmi eux et les petits Etats insulaires en développement.

Les options de calcul des contributions ont été amendées à la lumière de l'échange de vues entre les Parties contractantes. Les éléments suivants recueillaient l'approbation des Parties :

- une pondération en trois composantes :
 - o 10 % répartis de manière égale entre les Parties contractantes ;
 - o 30 % répartis selon un critère de richesse au sens de la Banque mondiale ;
 - o 60 % répartis selon un critère de captures ;
- une formule simple : pas de distinction entre les Parties ayant une activité de pêche et les autres, pas de distinction entre les espèces cibles pélagiques et démersales ;
- possibilité donnée aux Parties coopérantes non contractantes, à l'industrie et aux organisations non gouvernementales de contribuer au budget sur une base volontaire.

Les différentes propositions présentées se distinguent par le choix de critère de richesse nationale en PIB/habitant uniquement (option 1) ou en tenant compte du PIB national (options 2 et 3) et de s'appuyer, pour ce même critère, soit sur trois niveaux de richesse (options 1 et 2), soit sur un calcul proportionnel de la contribution (option 3). L'organisation régionale de gestion des pêches du Pacifique sud (ORGPPS), qui sert de modèle pour la rédaction des règles financières de l'ASPOI, a opté pour la prise en compte du PIB par habitant et du PIB national et des catégories de richesse de la Banque mondiale. La pondération du critère relatif aux captures en fonction de l'appartenance ou non des Parties contractantes à l'OCDE est également maintenue dans la première formule.

À la règle 5.4, paragraphe a), la proposition de l'Australie de rendre automatique la perte du droit de vote pour les Parties se trouvant en arriéré de paiement des contributions n'a pas été intégrée au document. Cette question sera discutée lors de la réunion extraordinaire d'octobre 2015.

Règle n° 6 : fonds

Les commentaires australiens visant à établir un unique compte général et à laisser à l'appréciation de la Réunion des Parties l'opportunité de créer d'autres fonds ont été intégrés. Cette modification permet de simplifier l'affectation des différentes sources de revenu.

Règle n° 7 : livres de compte

Les commentaires de l'Australie ont été intégrés dans leur totalité. Ils apportent des améliorations syntaxiques de la langue anglaise et des adaptations découlant des modifications apportées aux règles précédentes ainsi qu'à l'inclusion d'une nouvelle règle n°8 relative à l'information financière.

Règle n° 8 : information financière

La Partie australienne a proposé d'insérer des dispositions visant pour le Secrétaire exécutif à fournir à la Réunion des Parties un état financier de mi-année financière ainsi qu'un rapport financier de fin d'année et pour le comité administratif et financier à examiner le rapport financier et le rapport d'audit s'y rapportant.

Ces propositions qui visent à définir une procédure d'information sur l'exécution financière sont intégrées au document.

Règles n° 9 et 10 : garde et investissement des fonds, salaires

Les modifications proposées par l'Australie, d'ordre syntaxique, ont été intégrées au document.

Règle n° 11 : audit externe

Conformément à une proposition de l'Australie, la Réunion des Parties engage directement l'auditeur alors qu'un mandat était donné au Secrétaire exécutif pour procéder à l'engagement.

Maintien de deux questions à l'appréciation des Parties à la règle 11.5 :

- 1- Australie : doit-on permettre aux auditeurs de réaliser des copies de documents ? Et
- 2- France (Territoires) : faut-il prévoir de formaliser l'engagement des auditeurs de respecter la confidentialité des informations dont ils auront à connaître ?

A la règle 11.8, la liste des éléments qui doivent figurer dans le rapport d'audit est intégrée, conformément à une proposition de l'Australie qui se base sur les règles en vigueur au sein de la Commission des pêches du centre et de l'ouest du Pacifique.

Règle n° 12 : délégation de pouvoir

Maintien d'une question de l'Australie selon laquelle les matières susceptibles de faire l'objet d'une délégation de pouvoir du Secrétaire exécutif devraient peut-être être limitées.

Annexe I : lignes directrices pour la mise en œuvre de l'article 13.4 de l'Accord

Les modifications d'ordre syntaxique proposées par l'Australie ont été intégrées au document.

Les références au « fonds relatif aux exigences particulières » renvoyant à un fonds éventuellement créé par une décision de la Réunion des Parties pour remplir les exigences de soutien aux Etats en développement ont été remplacées par « un fonds établi pour remplir les objectifs de l'article 13.4 de l'Accord ». En effet, les règles financières ne prévoient pas, à ce stade, la création d'un tel fonds.

Le commentaire australien relatif à l'opportunité de fixer la procédure d'éligibilité pour l'engagement de fonds en soutien aux Etats en développement fera l'objet d'une discussion lors de la réunion extraordinaire des Parties.

Financial Regulations for the Southern Indian Ocean Fisheries Agreement

A new version of the draft Financial Regulations for SIOFA has been prepared by the French authorities to prepare the extraordinary meeting planned from the 12th to the 16th of October 2015, in Brussels. This new draft takes into account the Australian comments on the first version and the discussions of the second Meeting of the Parties. Some delegations expressed the desire for having more time of analysis on the whole document. Therefore, it remains entirely open to discussion.

Regulations n° 1 to 4 included: applicability, financial year, budget and appropriations

The first part of the document, including regulation n° 4 on appropriations, has been discussed in plenary in Mauritius and has not been modified excepted for the reference currency: the euro was chosen to be consistent with the decision to locate the Secretariat in La Réunion (France).

Regulation n° 5: annual contributions

According to the Australian comments at paragraph 5.1, the Meeting of the Parties shall now decide on the contributions for the first three years taking into account the developing States, in particular the least developed among them and small Islands developing States.

The options for the contribution formulas have been amended in the light of the exchange of views between the Contracting Parties. The following elements were agreed by the Parties:

- a weighing according to three components:
 - o 10 % shared equally between the Contracting Parties;
 - o 30 % shared regarding a wealth component based on World Bank data;
 - o 60 % shared regarding the level of catches;
- a simple formula: no distinction between fishing Parties and others, no distinction between pelagic or demersal directed fisheries;
- capacity given to Cooperating Non-Contracting Parties (CNCP), industry and Non-Governmental Organisations to contribute to the budget on a voluntary basis.

The remaining differences refer to the wealth component whether based on national GDP or GDP per capita and, regarding this same criteria, the use of three wealth thresholds or of a proportional calculation. The South Pacific Regional Fisheries Organization (SPRFMO), used as a reference for the drafting of those Regulations, opted for GDP and GDP per capita and the World Bank classification. The weighing of the criteria based on catches regarding according to OECD membership has been maintained in the first option.

About regulation n° 5.4, paragraph a), the proposal from Australia to make automatic the loss of the right to vote of a Contracting Party that is in arrears corresponding to two consecutive years of contribution or more has not been integrated to the document. This point will be discussed during the extraordinary meeting, in October.

Regulation n° 6: funds

The Australian comments regarding the establishment of a unique general account and the capacity of the Meeting of the Parties to create any other fund have been integrated. This modification allows a simplification of the allocation of the different sources of income.

Regulation n° 7: books of account

The Australian comments have been all integrated. They bring syntax improvements and adaptations due to the modification of previous regulations and the addition of a new regulation n° 8 regarding financial reporting.

Regulation n° 8: financial reporting

Australia proposed that the Executive Secretary provides the Meeting of the Parties with a mid-year financial statement and a Financial Report by the end of the year and that the Standing Committee on Administration and Finance examines the Financial report and the Auditor's report.

Those proposals which bring an information process on the financial execution have been integrated to the document.

Regulations n° 9 and 10: custody and investment of funds

The modifications proposed by Australia, exclusively related to syntax, have been integrated to the document.

Regulation n° 11: external audit

According to a proposal from Australia, the meeting of the Parties appoints directly the auditor. On the previous version, a mandate would have been given to the Executive Secretary to appoint the auditor.

Two questions about regulation n° 11.5 remain at the appreciation of the Parties:

- Australia notes that WCPFC regulations permit auditors to copy documents - is this something we consider necessary ?
- France (OT): does the agreement to respect the confidentiality need to be formalised? If yes, how?

About regulation n° 11.8, a list of the elements required to be considered in the auditor's report is integrated according to a proposal from Australia based on the Financial Regulations of the Western and Central Pacific Fisheries Commission (WCPFC).

Regulation n° 12: delegation of authority

A question of Australia remains in the document regarding the opportunity to limit the delegation powers of the Executive Secretary.

Annex I: guidelines to fulfil the purposes outlined in article 13.4 of the Agreement

The syntax modifications suggested by Australia have been integrated to the document.

The references to a "Special Requirements Fund", related to a fund eventually created by the Meeting of the Parties to fulfil the objective of supporting the developing States have been replaced by "any fund established to fulfil the objectives of article 13.4 of the Agreement". Indeed, the current version of the Financial Regulations does not establish such a fund.

The Australian comments regarding the opportunity to adopt an eligibility procedure for the use of the funds will be discussed at the extraordinary meeting.

Draft Financial Regulations of the Meeting of the Parties

REGULATION 1 - APPLICATION

1.1 These Regulations shall govern the financial administration of the Meeting of the Parties.

REGULATION 2 - FINANCIAL YEAR

2.1 [The financial year shall be the period from the 1 July to 30 June, both dates inclusive.]

REGULATION 3 – BUDGET

3.1 The Executive Secretary shall prepare draft budgets in accordance with Article 5(4) of the Agreement comprising estimates of receipts and proposed expenditures by the Meeting of the Parties and any subsidiary bodies established pursuant to Article 7 of the Agreement for the ensuing two financial years. The draft budget and annual contributions shall be assessed in euro.

3.2 [The draft budget shall make provision for the costs associated with holding an Ordinary or Extraordinary Meeting of the Parties, and any meeting of a subsidiary body, that will be held by the Secretariat in La Réunion or in Mauritius pursuant to Rule 1(2) of the Rules of Procedure in the relevant financial year.]

3.3 The estimates and forecast shall be divided into items, and if necessary into sub-items, and shall be accompanied by information requested by the Meeting of the Parties or which the Executive Secretary may deem useful and necessary.

3.4 The draft budget should include provision to allocate funds towards financial assistance for the purposes outlined in article 13.4 of the Agreement which pertains to support for developing States bordering the Area, in particular the least developed among them and small island developing States and, where appropriate, territories and possessions, in accordance with decisions reached by the Meeting of the Parties.

3.5 The appointed Executive Secretary shall submit the draft budget to Official Contacts at least 60 days prior to the ordinary Meeting of the Parties.

3.6 Until such time as the Meeting of the Parties establishes a Standing Committee on Administration and Finance, the functions of the Standing Committee on Administration and Finance, outlined in these Regulations shall be carried out by the Meeting of the Parties.

3.7 The Standing Committee on Administration and Finance shall normally be held once a year during the ordinary Meeting of the Parties, unless the Meeting of the Parties decides otherwise. The Standing Committee on Administration and Finance shall examine the draft budgets and the Financial Report described in Regulation 8.2. The Standing Committee on Administration and Finance shall report thereon to the Meeting of the Parties, including recommendations. After consideration of the Standing Committee on Administration and Finance's report and after any necessary adjustments or revisions have been made, the Meeting of the Parties shall adopt the budget for the ensuing financial year.

3.8 If the Meeting of the Parties is unable to adopt a budget, the level of contributions to the administrative budget of the Meeting of the Parties shall be determined in accordance with

the budget for the preceding year for the purposes of meeting administrative expenses for the following year until such time as a new budget can be adopted by consensus.

REGULATION 4 - APPROPRIATIONS

- 4.1 The appropriations adopted by the Meeting of the Parties in the budget shall constitute an authorisation to the Executive Secretary to incur obligations and make payments for the purposes up to the amounts outlined in the budget.
- 4.2 Appropriations shall remain available for 12 months following the end of the financial year to which they relate to the extent that they are required to discharge obligations incurred during that financial year. At the end of the 12-month period, any unliquidated prior year obligations shall be cancelled, or, where the obligations remain a valid charge, transferred as obligations against current appropriations.
- 4.3 The Executive Secretary may authorise the transfer of up to 10 per cent of appropriations between sub-items of an item. The Chairperson may authorise the Executive Secretary to make transfers between sub-items of an item above this limit. The Chairperson may authorise the Executive Secretary to make transfers of up to 10 percent of appropriations between items. The Meeting of the Parties may authorise the transfer of appropriations between items above this limit. All transfers will be reported by the Executive Secretary in the Financial Report.
- 4.4 The Executive Secretary may also enter into obligations for future financial periods when such obligations are for program activities which have been approved by the Meeting of the Parties and will continue beyond the end of the current financial year.

REGULATION 5 - ANNUAL CONTRIBUTIONS

- 5.1 During a three-year period following the adoption of the first budget, the contributions of Contracting Parties and participating fishing entities shall be decided annually by the Meeting of the Parties taking due consideration to the developing States bordering the Area, in particular the least developed among them and small island developing States and, where appropriate, territories and possessions.
- 5.2 At the conclusion of the three-year period specified in the Regulation 5.1, each Contracting Party and participating fishing entity shall contribute to the annual budget of the Meeting of the Parties. Pursuant to Article 5.4 of the Agreement, contributions shall be made in accordance with the following formula:
 - a) a basis representing 10 per cent of the total budget equally divided among all the Contracting Parties and participating fishing entities;
 - b) National wealth component of 30 per cent:
 - half of which shall be divided among the Contracting Parties and participating fishing entities according to their respective Gross National Income (as defined by the World Bank or, in the specific case of participating fishing entities, an equivalent institution);

- half divided among Contracting Parties and participating fishing entities according to their Gross National Income per capita (as defined by the World bank or, in the specific case of participating fishing entities, an equivalent institution); and

c) 60 per cent of the total budget shall be allocated among the Contracting Parties and participating fishing entities in proportion to their average catch in the three calendar years beginning four years before the calendar year during which the budget is adopted.]

- 5.3 The Executive Secretary shall notify each Contracting Party and participating fishing entity of its annual contribution as prescribed in the budget no later than 7 working days following the formal adoption of the budget.
- 5.4 [Annual contributions shall be due and payable in full on the first day of the financial year, 1 July each year. Contributions shall be paid no later than 30 November each year. The Meeting of the Parties has the authority to permit extensions for a further 90 days for individual Contracting Parties or participating fishing entities that are unable to comply with this Regulation. After that date, any unpaid balance shall be considered to be in arrears. The Meeting of the Parties may determine that a developing Contracting Party or participating fishing entity that is in arrears may not receive financial assistance to travel to Meetings of the Parties pursuant to article 13.4 of the Agreement.]
- 5.5 A new Contracting Party that becomes a Party during the first six months of the financial year shall be liable to pay, within 90 days, the full amount of the annual contribution which would have been payable had it been a Contracting Party when assessments were made. A new Contracting Party that becomes a Party during the last six months of the financial year shall be liable to pay, within 90 days, half of the amount of the annual contribution which would have been payable had it been a Contracting Party when assessments were made.
- 5.6 The Executive Secretary shall submit to each ordinary Meeting of the Parties a report on the collection of annual contributions received, [and any investment] and other income received. The Executive Secretary shall include this information in the Financial Report provided to Official Contacts pursuant to Regulation 8.2.

REGULATION 6 - VOLUNTARY CONTRIBUTIONS

- 6.1 A Contracting Party or participating fishing entities Entity may make a voluntary contribution for a specific purpose separate from its assessed annual contribution. Voluntary contributions offered by organisations or individuals may be accepted by the Meeting of the Parties and shall be designated for a specific purpose.

REGULATION 7 FUNDS

- 7.1 There shall be established proper books of account for the purpose of accounting for the receipts and expenditures of the Meeting of the Parties, including a General Account, into which annual membership contributions will be paid and any such other account as the Meeting of the Parties may decide to establish.

7.2 [The Meeting of the Parties will approve the quantum of funds to be allocated for the purposes outlined in Article 13.4 of the Agreement consistent with the annual budget and programme activities as agreed by the Meeting of the Parties.]

7.3 The receipts credited to the General Account shall include:

- a) annual contributions paid under Regulation 5.2;
- b) excess of receipts over expenditures at the end of the financial year;
- c) the balance of any unexpended appropriations at the end of the 12-month period specified in Regulation 4.2;
- d) refunds, from any source, of prior year's expenditures of the Agreement;
- e) voluntary contributions received from Contracting Parties and participating fishing entities, observers and any other entities, with the condition that no offset can be granted for the payment of such contributions; and
- f) any other incomes accruing to the Meeting of the Parties other than those credited to other accounts established by the Meeting of the Parties.

7.4 Monies available in the General Account, or any other account established by the Meeting of the Parties, may be used to the extent necessary to finance appropriations pending receipt of annual payments by Parties to the Agreement.

7.5 The Meeting of the Parties shall, on the basis of advice from the Standing Committee on Administration and Finance, if any, prescribe conditions under which the Chairperson may authorise expenditure from the General Account or any other account established by the Meeting of the Parties to meet unforeseen and extraordinary expenses.

7.6 The Standing Committee on Administration and Finance and the Meeting of the Parties shall review the amount available in the General Account and any other account established pursuant to Regulation 7.1 during each ordinary meeting. Insofar as possible, the Meeting of the Parties shall anticipate expenditures during the succeeding three years and shall attempt to maintain the General Account and any other account established pursuant to Regulation 7.1 at a level sufficient to finance operations during the first three months of the financial year plus an amount up to a maximum of 10 % of the annual budget for the current financial year for use in an emergency.

7.7 The Meeting of the Parties may agree to carry over residual funds for the matters outlined in Regulation 7.4.

7.8 Any fund dedicated to the purposes outlined in Article 13.4 of the Agreement shall be administered in accordance with guidelines agreed by the Meeting of the Parties and annexed to these Regulations.

REGULATION 8

BOOKS OF ACCOUNT

8.1 The Executive Secretary shall ensure that appropriate records and accounts are kept of the financial transactions and affairs of the Meeting of the Parties. He/she shall also ensure that all

payments out of the General Account (or any other account established under Regulation 7) are correctly made and properly authorised, and that adequate control is maintained over the assets of, or in custody of, the Meeting of the Parties and over incurring of liabilities by the Meeting of the Parties.

8.2 The Executive Secretary shall maintain such accounting records as are necessary for each financial year, including:

- a) revenue and expenditures;
- b) the status of appropriations, including:
 - i) the original budget appropriations;
 - ii) transfers between appropriation categories;
 - iii) amounts charged against appropriation categories;
- d) the status of the General Account and other accounts established under regulation 7;
- e) funds held in currencies other than euro; and
- f) the status of [investments], and any other financial assets or liabilities of the Meeting of the Parties, including losses or assets proposed.

8.3 The Executive Secretary may, after full investigation, authorise the writing off of losses of cash, stores, and other assets, provided that a statement of all such amounts written off shall be submitted to the Meeting of the Parties and the auditors with the annual financial statement.

REGULATION 9 FINANCIAL REPORTING

9.1 The Executive Secretary shall prepare an annual Financial Report providing an overview of the budget position, annual financial statements for the financial year to which they relate for all accounts and for any funds held in reserve in accordance with the requirements of Regulation 8.

9.2 The Financial Report shall be submitted by the Executive Secretary to the external auditor no later than 60 days following the end of the financial year to enable the preparation of the Auditor's Report described in Regulation 11.8.

9.3 The Executive Secretary will provide the Financial Report and external Auditor's Report to Official Contacts not later than [31 December] in the next financial year.

9.4 The Standing Committee on Administration and Finance will consider the Financial Report and Auditor's Report at its next meeting held during the ordinary Meeting of the Parties.

REGULATION 10 CUSTODY [AND INVESTMENT] OF FUNDS

10.1 The Executive Secretary shall designate the financial institution/s in which the funds of the Meeting of the Parties shall be kept and shall report the identity of that financial institution/s in the next Financial Report.

10.2 [The Meeting of the Parties may authorise the Executive Secretary on a case by case basis to make short-term investments of monies not needed for the immediate requirements of the Meeting of the Parties. Such investments shall be restricted to securities and other investments issued under Government guarantee. The details of investments transactions and revenue derived shall be reported in the annual financial statement.]

10.3 [With regard to monies held in trust or special funds for which use is not required for at least 12 months, longer-term investments may be authorised by the Meeting of the Parties on a case by case basis provided that such action is consistent with the terms and conditions under which the monies were lodged with the Meeting of the Parties.]

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REGULATION 11 EXTERNAL AUDIT

11.1 The Meeting of the Parties shall, through an appropriate procurement process and in consultation with the Executive Secretary, select and engage an independent external auditor for a three year term with the option of renewal for a further three years. The costs of this service are to be included in the annual budget.

11.2 The Executive Secretary will provide to the auditor and his or her staff unrestricted access at all convenient times to all books of account and records which are, in the opinion of the auditor, necessary for the performance of the audit. The auditor and/or his or her staff may make copies of, and take extracts from, such accounts and records. Information classified in the records of the Executive Secretary as confidential, and which is required for the purposes of the audit, shall be made available upon request to the Executive Secretary, provided the auditor agrees to respect the confidentiality of the information.

11.3 Having regard to the budgetary provisions for the audit, the auditor shall perform such an audit as he or she deems necessary to certify:

a) that the financial statements accord with the books and records of the Meeting of the Parties;

b) that the financial transactions reflected in the statements have taken place in accordance with the relevant SIOFA rules and regulations, the budgetary provisions, and other applicable directives; and

c) that the monies on deposit and on hand have been verified by a statement from relevant financial institutions.

11.4 Subject to the directions of the Meeting of the Parties, the auditor shall judge the acceptance in whole or part of the Financial Report provided by the Executive Secretary and may proceed to such detailed examination and verifications as he or she chooses of all financial records, including those related to supplies and equipment if considered necessary.

- 11.5 The auditor may affirm by test the reliability of the control maintained over assets as described in Regulation 8.1 and may make such reports with respect thereto as he or she may deem necessary.
- 11.6 The auditor shall have no power to remove items in the accounts, but shall draw to the attention of the Chairperson of the Standing Committee on Administration and Finance and the Executive Secretary any transaction which he or she considers may not be in compliance with these regulations or is otherwise improper. The Chairperson of the Standing Committee on Administration and Finance shall inform the Meeting of the Parties of these concerns.
- 11.7 The auditor shall conduct an examination of the financial statement in conformity with generally accepted auditing standards and shall report on all relevant matters including:
- (a) whether, in his or her opinion, the financial statements in the Financial Report are based on proper accounts and records;
 - (b) whether the financial statements in the Financial Report accord with the accounts and records;
 - (c) whether, in his or her opinion, the income, expenditure and [investment] of moneys, the acquisition and disposal of assets and the management of liabilities by the Meeting of the Parties during the year has been in accordance with these Regulations; and
 - (d) observations with respect to the efficiency and economy of the financial procedures and conduct of business, the accounting system, internal financial controls and the administration and management of the Meeting of the Parties.
- 11.9 The auditor shall provide the Audit Report to the Executive Secretary and the Chairperson of the Standing Committee on Administration and Finance not later than 90 days after having received the year's Financial Report from the Executive Secretary.
- 11.10 The Chairperson of the Standing Committee on Administration and Finance shall forward to the Meeting of the Parties any comments the Standing Committee on Administration and Finance may have made on the Audit Report.
- 11.11 [Following consideration of the Financial Report, the Audit Report, and any comments from the Standing Committee on Administration and Finance, the Meeting of the Parties shall take such action as it may consider appropriate].

**REGULATION 12
DELEGATION OF AUTHORITY**

- 12.1 [With the agreement of the Chairperson of the Meeting of the Parties, the Executive Secretary may delegate to other employees of the Secretariat such of his or her powers as he or she considers necessary for the effective implementation of these Regulations.]

**REGULATION 13
INTERPRETATION**

13.1 The Chairperson of the Meeting of the Parties shall rule, in cases of doubt, as to the interpretation and application of any of these Regulations. Such rulings shall be forwarded to the Standing Committee on Administration and Finance and Official Contacts.

**REGULATION 14
AMENDMENT**

14.1 These Financial Regulations may be amended by the Meeting of the Parties in accordance with Article 8 of the Agreement.

ANNEX 1 of the Draft Financial Regulations

GUIDELINES TO FULFIL THE PURPOSES OUTLINED IN ARTICLE 13.4 OF THE AGREEMENT

- 1) These Guidelines are adopted to make financial provisions for the purposes outlined in Article 13.4 of the Agreement.

Resourcing

- 2) By the 30 June each year, the Executive Secretary shall write to Contracting Parties, Contracting Fishing Entities and cooperating non-Contracting Parties or other sources of potential support for the Special Requirements Fund seeking voluntary contributions to the Fund for the ensuing financial year.
- 3) Voluntary contributions may be used for the development of technical capacity to support the effective participation of developing Contracting Parties in the work of the Meeting of the Parties and its subsidiary bodies and to enhance participation in fisheries within the Area.
- 4) Voluntary contributions must be accompanied by information sufficient to enable the Executive Secretary to determine whether a contribution is intended for the [purposes outlined in Article 13.4 of the Agreement](#) or a different purpose.
- 5) On 1 July each year, the Executive Secretary shall transfer from the General Account to [any fund established to fulfil the purposes outlined in Article 13.4 of the Agreement](#) an amount approved by the Meeting of the Parties at each ordinary annual meeting.
- 6) Consistent with Regulations 3.4 and 7.1, the Executive Secretary shall maintain accounting records for any fund established to fulfil the purposes outlined in Article 13.4 of the Agreement. The Executive Secretary will report on the allocation of those funds towards participation in meetings of the Parties, assistance provided for development of technical capacity.
- 7) The opportunity to access the available funds for the development of technical capacity for any particular period will remain open for as long as funding is available in that financial year. Contracting Parties will be advised if funds reach 50% and then 25% of the amount advised as available, or if significant new contributions are received.

Participation in Meetings of the Parties

- 8) A representative from each developing Contracting Party, in particular the least developed among them and small island developing States, and as appropriate, territories and possessions in the region, will be eligible to receive financial assistance to participate in any Meeting of the Parties or its subsidiary bodies.
- 9) Financial assistance is intended to cover the costs of flights and accommodation to the meeting and will be paid on a reimbursement basis.
- 10) The eligible developing Contracting Party shall notify the Executive Secretary of its representative.

Eligibility and Procedure – Development of Technical Capacity

- 11) Developing Contracting Parties, in particular the least developed among them and small island developing States, and as appropriate, territories and possessions in the region, *may* be eligible

Australia 16/10/2015 14:44

Comment [1]: Australia proposes to delete Annex 1 from these Regulations at this stage. The Meeting of the Parties could consider developing guidelines that could be annexed to these regulations at a later stage.

Vincent Lelionnais 16/10/2015 14:44

Comment [2]: FR (OT): There is no reference to such a fund in the current version of the Financial Regulations, only the capacity given to the MoP to create it (see AUS comment on paragraphs 6.2 and 6.3)

Vincent Lelionnais 3/6/2015 15:51

Deleted: Special Requirements Fund

Agriculture 16/10/2015 14:44

Comment [3]: Australia considers that the Regulations could establish a different fund – either a Contingency Fund or a Special Purposes fund for those contributions that are not directly related to the Special Requirements Fund.

Vincent Lelionnais 3/6/2015 18:59

Deleted: the Special Requirements Fund

Dept Agriculture 26/2/2015 17:06

Deleted: The Executive Secretary shall facilitate the timely provision of financial assistance to the representative of each eligible developing State Contracting Party.

Dept Agriculture 16/10/2015 14:44

Comment [4]: Australia has offered drafting suggestions to improve the consistency of the text, but does not support the proposed process outlined below.
Australia's view is that managing a rolling application process may be overly burdensome on a small secretariat, that there may be difficulties establishing a review panel if all parties are interested in the outcome, and considers that the intent of Article 13.4 is not to provide Parties with funding for domestic purposes.
Australia suggests that a more practical way to administer this fund could be for the Meeting of the Parties to consider specific projects (for example, workshops or facilitated visits) that could be conducted over the ensuing year from which developing countries would benefit.

for financial assistance to develop technical capacity to support their participation in the work of the Meeting of the Parties.

- 12) Proposals for projects seeking support from [any fund established to fulfil the purposes outlined in Article 13.4 of the Agreement](#) should be sent to the Executive Secretary.
- 13) Only proposals received in the format described in **Schedule A** will be considered for support from [any fund established to fulfil the purposes outlined in Article 13.4 of the Agreement](#).
- 14) A review of proposals received from developing Contracting Parties or participating territories to access funds from [any fund established to fulfil the purposes outlined in Article 13.4 of the Agreement](#) may involve the Chairperson of the Meeting of the Parties or any subsidiary body, affiliated institutions or independent experts providing advisory services to the Meeting of the Parties or a subsidiary body. Proposals will be reviewed as they are received.
- 15) The Executive Secretary, in consultation with the review panel, will take reasonable steps to complete an initial assessment of proposals received, and communicate the result of that assessment [to the Contracting Parties](#) within 45 days of the receipt of the proposal by the Executive Secretary.
- 16) In assessing a proposal, the Review Panel will take into account the criteria outlined in **Schedule B** [Selection and Evaluation Criteria].
- 17) For each project funded under [any fund established to fulfil the purposes outlined in Article 13.4 of the Agreement](#), a member of the Secretariat will be nominated as Project Liaison Officer.
- 18) Project monitoring and evaluation will be undertaken through:
 - submission of quarterly [narrative](#) and Financial Reports by the applicant;
 - submission of a final [narrative](#) and Financial Report at the end of the project;
 - written and verbal communication as necessary with the Project Liaison Officer or other relevant staff of the Secretariat.
- 19) If considered necessary by the Executive Secretary, a post-completion evaluation of the project may be requested by the Executive Secretary, in order to verify project results and outcomes, and improve on the design and implementation of future projects funded by [any fund established to fulfil the purposes outlined in Article 13.4 of the Agreement](#).

SCHEDULE A

Proposal for funding from [any fund established to fulfil the purposes outlined in Article 13.4 of the Agreement](#)

- Proposal content should be succinct, unambiguous, and descriptive.
- Proposals must be signed by the relevant representative or an appropriately authorised alternate representative of the Contracting Party making the proposal.
- Proposals that do not meet these criteria may be returned unprocessed.

I. Proposal Cover Sheet [Check List] [check to ensure that the following are included in the proposal]

- Date of formal submission to the Executive Secretary
- Required signatures

Vincent Lelionnais 16/10/2015 14:44
Comment [5]: FR (OT): Should the use of those funds for attending meetings be limited to the MoP?

Dept Agriculture 26/2/2015 17:10
Deleted: or any subsidiary body or working group.

Vincent Lelionnais 3/6/2015 19:07
Deleted: the

Vincent Lelionnais 3/6/2015 19:06
Deleted: Special Requirements Fund

Vincent Lelionnais 3/6/2015 19:07
Deleted: the

Vincent Lelionnais 3/6/2015 19:07
Deleted: Special Requirements Fund

DAFF 11/2/2015 15:42
Deleted:

Vincent Lelionnais 3/6/2015 19:08
Deleted: the Special Requirements Fund

Vincent Lelionnais 18/6/2015 14:27
Deleted: [to whom]

Vincent Lelionnais 3/6/2015 19:09
Deleted: the Special Requirements Fund

DAFF 16/10/2015 14:44
Comment [6]: Australia : Perhaps an 'outcomes' or 'progress' report ?

DAFF 16/10/2015 14:44
Comment [7]: Australia : as above

Vincent Lelionnais 3/6/2015 19:10
Deleted: the the Special Requirements Fund

Vincent Lelionnais 3/6/2015 19:10
Deleted:

Vincent Lelionnais 3/6/2015 19:10
Deleted: the Special Requirements Fund

DAFF 17/12/2014 15:14
Deleted: Proposal should be prepared in Times Roman 12 font. ... [1]

- Proposal Summary (250 words)
- Contact details for the Project Manager
- Introduction: current situation needs assessment, relationship to the Agreement and participation in the work of the Meeting of the Parties, previous activity related to the proposal, objectives, impact, importance and potential benefits.
- Methods and approach, description of major tasks, partnership roles and responsibilities, fisheries and environmental impact, long-term planned related work.
- Project Management roles and responsibilities (particularly that of the project manager), narrative and Financial Reporting schedule.
- Support Arrangements, relations with other institutions, agencies or organisations.
- Expected results and outcomes
- Itemised budget, co-financing and audit arrangements
- Personnel overview
- Reference Literature

II. Date of Submission

The date the submission is forwarded to the Commission.

III. Project Summary (250 words)

A Project Summary must be completed and inserted immediately behind the Proposal Cover Sheet [Check List].

IV. Proposal Narrative (6 pages maximum)

A. Introduction

1. Situation, need, and previous efforts – describe gaps in knowledge or capabilities, why the proposed project should be performed, review significant work related and how the project is relevant to the purpose of the Fund described in Article 13.4 of the Agreement.
2. Objective(s) – State the anticipated outcome(s).
3. Applications, benefits, and importance - describe how the anticipated results relate to the purpose/objectives of the Convention, the expected benefits, including the utility of the results to other Members of the Commission.

B. Methods and Approach

1. Description of major tasks- divide the proposed effort into a meaningful set of tasks that must be performed to accomplish the objective(s) and describe each task.
2. Environmental impact - State and explain any possible impact that your project will have on the environment and fishery resources in the Convention Area.
3. Future efforts - If there are future efforts that should be performed in order for the project to be meaningful, or of major significance, please describe briefly the type, extent, and timing of those efforts. Is this a multi-year project? If possible, the individual parts (i.e., each year's effort) should stand alone – be described and reported upon.

C. Project Management

1. Administration - describe the administrative responsibilities and authority of those involved in the execution of the Proposal - particularly those of the overall project manager (including full contact details).
2. Roles/assignments and participation time - Describe the team composition (including names and affiliations of key individuals) and the assignments of team members to major tasks. Provide specific estimates of the time (in hours, days, etc., not percent) that each member will work on the project.

D. Support Requirements and Conditions

1. Cooperation from other organisations - If a clearance or permit(s) from any government agency is required for execution of the project, please provide the name of the agency, the method of obtaining the clearance or permit, and the time required or state "none".
2. Data or facility access - If access is required to data or facilities held by another organisation, please identify the data or facility, the nature and type of access required, the methods of obtaining such access, and the effect of being denied access or state "none".

E. Results and Deliverables

Two types of reports are required.

1. Quarterly Narrative and Financial Progress Reports - The project manager shall provide quarterly narrative and financial progress reports to the Executive Secretary. The reports will consist of updates on progress toward work - objectives, justification, approach, results to date, any problems encountered, actions taken to resolve problems, discussion of remaining tasks, funds received (including co-financing), expenditure to date (including from co-financing sources), funds on hand, etc. Quarterly reports will be due within 30 days after the end of each quarter unless otherwise agreed with the Executive Secretary.
2. Final Report – The project manager shall prepare a draft final report summarising the objectives, methods, approach, results, significance and lessons learned from the study. The draft final report will be submitted to the Executive Secretary within 45 days of the scheduled completion of the project unless prior approval for an extension has been received in writing by the project manager. The draft final report may be reviewed by the Parties and returned with comments proposing means to address outstanding issues or gaps within 30 days of its receipt by the Meeting of the Parties. The project manager will address the comments and submit the final report with revisions within 30 days of receiving the Parties' comments.
3. Deliverable Items and Schedule - Describe what is to be delivered with the successful implementation of the proposal. Provide a schedule for all deliverables.

F. Literature Cited

DAFF 16/10/2015 14:44

Comment [8]: Australia : Is the intention that the project manager grants his or her own approval ?

DAFF 16/10/2015 14:44

Comment [9]: Australia : surely not required if the two above are satisfied ?

References used in the proposal narrative.

G. Budget Summary

1. General Information – Partners in this request have previously benefited from \$_____ disbursed under the Fund described in Article 13.4 of the Agreement. \$_____ to the Fund described in Article 13.4 of the Agreement was received in 201? and an additional \$_____ was received in 201?
2. Detailed Itemised Budget including co-financing and funding in-kind – attach a detailed monthly budget identifying all sources of funding and items of anticipated expenditure. A cash flow summary will provide a schedule of anticipated disbursement of funds from the the Fund described in Article 13.4 of the Agreement.
3. Audit – detail when, and by whom, the audit of funds received will be conducted and the submission date for the audit to the Commission.

H. Biographies and Qualifications

Provide a brief biography for each team member that highlights education, experience, and publications related to the proposed project.

I. References

Cite any literature that is directly related to the proposal.

SCHEDULE B

SELECTION AND EVALUATION CRITERIA TO BE USED BY THE SECRETARIAT/[review panel/](#)

- Has a clear need for the project been identified?
- What are the outcomes sought?
- Who will benefit from the project?
- Does the project clearly seek to complement or improve existing fisheries conservation and management tools or capabilities in a way that will improve the ability of one or more developing member States to implement its obligations under the Convention?
- Does the project duplicate existing assistance programmes being delivered bilaterally or through by regional organisations?
- Will the project benefit more than just the individual or country (i.e. can the activity be extended to other stakeholders/ countries)
- Are the proposed costs of the activity reasonable and in proportion to the likely benefits?
- Is there an appropriate financial contribution from the national government?
- Has the applicant received prior support from the Fund described in Article 13.4 of the Agreement? If so, was the activity successful?
- Are the project outcomes and objectives clearly set out?
- Are the approach and methods well described?
- Does the applicant/ beneficiary have the demonstrated capacity to benefit fully from the project and ensure the outputs are fully utilised?
- Does the project involve a broad range of stakeholders from the fishery sector?

DAFF 16/10/2015 14:44

Comment [10]: Australia : Not clear if the proposals must satisfy each? Is it a binary system ie either it meets the criteria or it doesn't ? is there a ranking system ? would it be better to call these 'principles to guide decision-making ? »

- Is there provision for disseminating information on the project's activities and results to an appropriate range of stakeholders or the general public?
- How will the success of the intervention be measured?
- Who is responsible for ensuring the success of the intervention?

Annex 6 - Scientific Committee Terms of Reference

1. Pursuant to Article 7(1) of the Agreement, the Meeting of the Parties establishes a Scientific Committee which shall act as an advisory body to the Meeting of the Parties.

Representation

2. Each Contracting Party and participating fishing entity shall be entitled to appoint one representative with suitable scientific and/or technical qualifications to the Scientific Committee who may be accompanied by alternate representatives, experts and advisers.
3. The Scientific Committee shall elect its Chairperson and Vice Chairperson from representatives of Contracting Parties or cooperating non-Contracting Parties to the Scientific Committee.
Individuals who fulfil the role of Chairperson and Vice Chairperson should be able to demonstrate an understanding and proven ability to lead discussions on the technical matters dealt with by the Scientific Committee.
4. The Scientific Committee may request and consider the advice of external scientists or experts. Such scientists and experts may submit documents and participate in discussions on the matters for which they were invited, but will not participate in the taking of decisions.
5. The duties of the Chairperson of the Scientific Committee are to manage the business of the Scientific Committee and to act as the primary liaison between (a) the Scientific Committee and the Chairperson of the Meeting of the Parties (b) the Scientific Committee and the Executive Secretary and (c) the Scientific Committee and the Chairpersons of other subsidiary bodies established by the Meeting of the Parties.
6. The Chairperson shall present the Scientific Committee's reports to the Meeting of the Parties but may delegate this responsibility to the Vice-Chairperson or another representative to the Scientific Committee.

Meetings

7. Ordinary meetings of the Scientific Committee shall be held once a year prior to the ordinary Meeting of the Parties, unless the Meeting of the Parties decides otherwise. With the agreement of the Meeting of the Parties, the Chairperson of the Scientific Committee may convene extraordinary meetings between the Scientific Committee's ordinary meetings. The Chairperson of the Scientific Committee may initiate and direct some work to be carried out by the Scientific Committee electronically between meetings.
8. With the agreement of the Meeting of the Parties, the Chairperson of the Scientific Committee may also convene working groups for the purpose of stock assessment, preparation of management advice or any other matter within the functions of the Scientific Committee. Such working groups shall be constituted of experts or representatives to the Scientific Committee. These working groups may include experts or representatives from cooperating non-Contracting Parties or cooperating non-participating fishing entities and invited external experts.
9. In accordance with article 14 of the Agreement and Rules 20 and 21 of the Rules of Procedure, meetings of the Scientific Committee and its working groups shall be open to observers unless the Scientific Committee decides that exceptional circumstances require that meeting or part thereof be held in closed session.

Functions

10. The functions of the Scientific Committee are set out in article 7(1)(a) of the Agreement.

Participation and Decision Making

11. Recommendations and advice to be provided by the Scientific Committee to the Meeting of the Parties pursuant to article 7(1) the Agreement shall be determined in accordance with the procedures set out in Rule 12 of the Rules of Procedure.
12. If a representative or a group of representatives to the Scientific Committee so wish, additional or dissenting views of that representative or group of representatives on any particular questions may be submitted directly to the Executive Secretary for transmission to the Meeting of the Parties.
13. The Scientific Committee shall generally adopt the most efficient and cost effective methods for provision of scientific advice, including as appropriate, the contracting of experts, organisations or individuals to provide scientific advice to the Scientific Committee. Matters necessitating any additional budgetary appropriation require the endorsement of the Meeting of the Parties before any commitment of funds.
14. The Scientific Committee shall review all assessments, analyses, recommendations and other work prepared by working groups or contracted bodies prior to providing recommendations to the Meeting of the Parties.
15. The Scientific Committee shall provide to the Meeting of the Parties periodically a Scientific Work Plan which prioritises and identifies key work of the Scientific Committee. Each Scientific Work Plan will be considered, amended as necessary and adopted by the Meeting of the Parties.
16. The Scientific Committee shall report to the Meeting of the Parties in each Scientific Committee meeting report on its progress against the Scientific Work Plan. The Scientific Work Plan shall be reviewed annually by the Scientific Committee at each ordinary meeting of the Scientific Committee and by the Meeting of the Parties at each ordinary Meeting of the Parties and shall be amended as necessary.

Other

17. The Scientific Committee may make recommendations to the Meeting of the Parties to amend these Terms of Reference to facilitate its work.
18. In accordance with Rule 21(3) of the Rules of Procedure, except as otherwise provided in the Agreement, the Rules of Procedure apply, *mutatis mutandis*, to the proceedings of the Scientific Committee.

Annex 7- Compliance Committee Terms of Reference

1. Pursuant to Article 7(2) of the Agreement, the Meeting of the Parties establishes a Compliance Committee which shall act as an advisory body to the Meeting of the Parties.

Representation

2. Each Contracting Party and participating fishing entity shall be entitled to appoint one representative to the Compliance Committee who may be accompanied by alternate representatives, experts and advisers.
3. Appointment of the Chairperson and Vice-Chairperson of the Compliance Committee shall be undertaken in accordance with Rule 5 of the Rules of Procedure and taking into account the nature and requirements of the Compliance Committee.
4. The duties of the Chairperson of the Compliance Committee are to manage the business of the Compliance Committee, present the Compliance Committee's reports to the Meeting of the Parties and to act as the primary liaison between:
 - a. the Compliance Committee and the Chairperson of the Meeting of the Parties;
 - b. the Compliance Committee and the Executive Secretary; and
 - c. the Compliance Committee and the Chairpersons of other subsidiary bodies established by the Meeting of the Parties.

Meetings

5. Regular meetings of the Compliance Committee normally shall be held once a year prior to or during the ordinary Meeting of the Parties, unless the Meeting of the Parties decides otherwise.
6. The Chairperson of the Compliance Committee may also convene working groups in support of the work of the Compliance Committee and the objectives of the Agreement.

Functions

7. The functions of the Compliance Committee are to:
 - a. monitor, review and assess the implementation of, and compliance with, the Agreement and all conservation and management measures adopted by the Meeting of the Parties, and to provide advice and recommendations to the Meeting of the Parties thereon;
 - b. give special consideration to reviewing compliance with measures adopted by the Meeting of the Parties that are paramount to the achievement of the Agreement's objectives, such as data reporting obligations, Illegal, Unreported and Unregulated fishing and Monitoring, Control and Surveillance measures;
 - c. to make recommendations to the Meeting of the Parties on new compliance and management measures, including measures to address non-compliance;
 - d. to monitor, review and analyse information pertaining to fishing activity in the Area, and recommend any action to be taken by the Meeting of the Parties to discourage any activities which undermine the objectives of the Agreement; and

- e. to provide such other information, technical advice and recommendations as it considers appropriate or as may be requested by the Meeting of the Parties.

Participation and Decision Making

- 8. Recommendations and advice to be provided by the Compliance Committee to the Meeting of the Parties pursuant to article 7(2) of the Agreement shall be determined in accordance with the procedures set out in Rule 12 of the Rules of Procedure.
- 9. In accordance with article 14 of the Agreement and Rules 20 and 21 of the Rules of Procedure, the meetings of the Compliance Committee shall be open to observers unless the Compliance Committee decides that exceptional circumstances require that a meeting or part thereof be held in closed session.
- 10. All representatives to the Compliance Committee may bring forward for consideration any matters relevant to the functions of the Compliance Committee.
- 11. The Compliance Committee draft meeting report shall be prepared by the Chairperson of the Compliance Committee with assistance from the Executive Secretary. This draft report shall be considered by the Compliance Committee, amended as necessary and adopted at the end of the Compliance Committee meeting. The Chairperson of the Compliance Committee shall transmit the Compliance Committee meeting report to the Meeting of the Parties.
- 12. The Compliance Committee may make recommendations to the Meeting of the Parties that material used in its deliberations be regarded as confidential and not be published.

Other

- 13. The Compliance Committee may make recommendations to the Meeting of the Parties to amend these Terms of Reference to facilitate its work.
- 14. In accordance with Rule 21(3) of the Rules of Procedure, except as otherwise provided in the Agreement, the Rules of Procedure apply, *mutatis mutandis*, to the proceedings of the Compliance Committee.

Annex 8 - Standing Committee on Administration and Finance (SCAF) Terms of Reference

1. Pursuant to Article 7(3) of the Agreement, the Meeting of the Parties establishes a Standing Committee on Administration and Finance (SCAF) which shall act as an advisory body to the Meeting of the Parties.

Representation

2. Each Contracting Party and participating fishing entity shall be entitled to appoint one representative who may be accompanied by alternate representatives, experts and advisers. However, pursuant to Rule 20(2) of the Rules of Procedure, the SCAF may restrict its deliberations to budget contributors, and such other persons that the SCAF or the Meeting of the Parties may invite.
3. The Chairperson and Vice-Chairperson of the SCAF shall be appointed by the Meeting of the Parties based on recommendations from the SCAF in accordance with Rule 5 of the Rules of Procedure and taking into account the nature and requirements of the SCAF.
4. The duties of the Chairperson of the SCAF are to manage the business of the SCAF, present the SCAF's reports to the Meeting of the Parties and to act as the primary liaison between:
 - a. the SCAF and the Chairperson of the Meeting of the Parties;
 - b. the SCAF and the Executive Secretary; and
 - c. the SCAF and the Chairpersons of other subsidiary bodies established by the Meeting of the Parties.

Meetings

5. The SCAF shall normally be held once a year during the ordinary Meeting of the Parties, unless the Meeting of the Parties decides otherwise.
6. The Chairperson of the SCAF may also convene working groups in support of the work of the SCAF and the objectives of the Agreement.

Functions

7. The functions of the SCAF are to:
 - a. consider and advise the Meeting of the Parties on any administrative or financial matters;
 - b. provide any other information or advice to the Meeting of the Parties as it considers appropriate or as requested by the Meeting of the Parties;
 - c. fulfil the duties prescribed in the Financial Regulations; and
 - d. perform other tasks as directed by the Meeting of the Parties.

Participation and Decision Making

8. Recommendations and advice to be provided by the SCAF to the Meeting of the Parties pursuant to the Agreement shall be determined in accordance with the procedures set out in Rule 12 of the Rules of Procedure.
9. All representatives to the SCAF may bring forward for consideration any matters relevant to the functions of the SCAF.
10. The SCAF draft meeting report shall be prepared by the Chairperson of the SCAF with assistance from the Executive Secretary. This draft report shall be considered by the SCAF, amended as

necessary and adopted at the end of the SCAF meeting. The Chairperson of the SCAF shall transmit the SCAF meeting report to the Meeting of the Parties.

11. The SCAF may make recommendations to the Meeting of the Parties that material used in its deliberations be regarded as confidential and not be published.

Other

12. The SCAF may make recommendations to the Meeting of the Parties to amend these Terms of Reference to facilitate its work.

In accordance with Rule 21(3) of the Rules of Procedure, except as otherwise provided in the Agreement, the Rules of Procedure apply, *mutatis mutandis*, to the proceedings of the SCAF.

Annex 9 - Procedures to recruit the Executive Secretary

Recruitment Process – Executive Secretary

1. The interim Secretariat will draft a position description and advertisement for the post of Executive Secretary including: i) that the post is offered for at least four years, ii) its benefits and conditions, iii) the qualifications and experience required in the field of the Convention, in particular in its scientific, technical, and administrative aspects, and the proposed inclusions for the SIOFA Executive Secretary position (appendix II), and iv) selection criteria:
 - a. The position description and advertisement will be agreed by the Meeting of the Parties;
 - b. The position description will match the SIOFA Agreement and Rules of Procedure.
2. As agreed by the Meeting of the Parties, the interim Secretariat, will arrange for the approved advertisement and position description on the SIOFA website (if created in the meanwhile), as well as in national and international publications and websites, notably FAO and RFMO's websites, for a period of six weeks.
3. SIOFA Parties may, at their own expense, also place the advertisement in appropriate national and international publications and websites in consultation with the interim Secretariat to avoid duplication.
4. The approved advertisement will include relevant information regarding the vacancy and application process, the deadline and refer prospective applicants to the SIOFA interim Secretariat for further information.
5. Prospective candidates will be given no more than two weeks after the end of the advertising period to submit their application.
6. Applications will be submitted in English to the interim Secretariat in electronic format.

The applications should include the following:

- Cover Letter
- Curriculum Vitae
- List of publications, if available
- Copies of academic and other relevant professional certificates (please provide English translation if applicable) and
- Three references from persons with a knowledge of the applicant's character, qualifications and experience (at least one referee should have a recent knowledge of the candidate).

NB. Applications submitted by mail or in another language will not be accepted.

7. Each applicant will be notified by the interim Secretariat by electronic means that their application has been received.
8. Each application will be circulated to one contact point per delegation¹ on a confidential basis no later than 15 days after the deadline of the application date.
9. Within 30 days of receiving the applications from the interim Secretariat, each Contracting Party will select no more than five preferred candidates, ranked on merit and

¹ Each Contracting Party shall appoint one contact point for that purpose and advise the Interim Secretariat.

will duly notify the interim Secretariat. Candidates will be ranked in order of preference, as follows:

- a. Five points for a first preference;
 - b. Four points for a second preference;
 - c. Three points for a third preference;
 - d. Two points for a fourth preference;
 - e. One point for a fifth preference.
10. On receipt of all preferences, the interim Secretariat, will aggregate individual applicants' rankings based on the number of points received.
 11. The individual rankings by Contracting Parties will remain confidential. However, if de-identified, this information could be disclosed to Contracting Parties if requested by one SIOFA Contracting Party and agreed by the Meeting of the Parties.
 12. The candidates with the three highest aggregate scores will be shortlisted for an interview. Should the application of any candidate be withdrawn, the next ranking candidate will be substituted.
 - a. In case of a tie for the third place, all candidates with equal scores will be ranked again by order of preference following the same principle as presented in paragraph 9 and until only three candidates will be short listed. However, SIOFA Contracting Parties will have only 15 days to notify the interim Secretariat;
 - b. Candidates who are not included on the final shortlist will be notified by email by the interim Secretariat that their application has not been successful.
 13. The short-listed candidates will be notified by the interim Secretariat as soon as possible.
 14. The three short-listed candidates are to be invited to the next Meeting of the Parties for an interview by Heads of Delegation of Contracting Parties.
 15. Candidates will be interviewed by Heads of Delegation at the next Meeting of the Parties, or at an alternate time as agreed by the Meeting of the Parties.
 - a. Candidates who are invited for an interview may request reimbursement of expenses (transportation including economy class airfares, accommodation and incidentals) by SIOFA budget *except* where a Contracting Party pays these costs directly.
 16. To ensure transparency and procedural fairness, all candidates will be asked the same questions. The topics of the questions will be prepared by the interim Secretariat in consultation with Contracting Parties ahead of the interview process and shared in advance with short-listed candidates. Questions will be determined by the Heads of Delegation just before the interview and shared with candidates one hour prior to the interview.
 17. Where possible, Heads of Delegation will endeavour to conduct interviews within 45 minutes per candidate. Before the questions and answers session, each candidate has an opportunity to make a short (5 to 10 minutes) presentation.
 18. Heads of Delegation will endeavour to approve the preferred candidate by consensus. In the event that a consensus cannot be reached, the Meeting of the Parties will adopt the following procedure to establish a consensus for the appointment of a candidate:
 - a. Polling will be done by secret ballot.
 - b. In each round each Head of Delegation will select one candidate. The

candidate with the lowest number of votes each round will drop out of the ballot process.

c. A tie between candidates will result in a re-ballot between those candidates until one candidate drops out of the process.

d. The rounds will continue until a single candidate emerges with the largest number of votes.

e. The candidate that polls the highest in the final round will be confirmed by the Meeting of the Parties, consistent with the article 8 of the Agreement.

19. A copy of this procedure will be made available to each of the candidates.
20. The chosen candidate will be notified at the conclusion of the Meeting of the Parties.
21. If the chosen candidate declines the position, the next-highest-ranked candidate will be confirmed by the Meeting of the Parties, consistent with the article 8 of the Agreement.
22. Unsuccessful candidates who were interviewed will receive feedback from the interim Secretariat on their interview, along with the reasons for not being selected.
23. Contract negotiations (including a starting date) with the successful candidate will be conducted by the interim Secretariat, according to terms agreed by the Meeting of the Parties, within a period of three months after the 2016 Meeting of the Parties.

Appendix I - Indicative Timeframe (Recruitment Process – Executive Secretary)

November 2015	Advertisement posted on relevant websites and publications
January 2016	Deadline for applications to be received by the Secretariat
January/February 2016	All applications circulated to Contracting Parties
February/March 2016	Deadline for receipt by Secretariat of rankings from Contracting Parties
April 2016	Notify shortlisted candidates (if no tie)
3 rd Meeting of the Parties June 2016	<ul style="list-style-type: none">• Conduct interviews and decision on the future Executive Secretary.• Define the parameters and conditions of the contract

Appendix II - Proposed inclusions for the SIOFA Executive Secretary position statement (Recruitment Process – Executive Secretary)

Qualifications and prior experience

The prospective candidate should have:

- University-level qualifications, preferably at post-graduate level, in a relevant field. Relevant fields include fisheries management, marine biology, economics, international law and/or international relations.
- At least ten years relevant experience in fisheries management policy *or* policy formulation and implementation *or* multilateral relations.
- The ability to exercise a high degree of professional initiative and autonomy.
- Experience in the organization of international meetings, staff management, as well as the preparation and management of budgets, working documents and reports.
- High level diplomatic and representations skills to represent the organisation regionally and internationally as required; an excellent command of English. Preference may be given to candidates who also have a good working knowledge of French.
- Other essential requirements include competence in the selection of staff.
- Desirable requirements include: a high degree of adaptability and ability to cooperate effectively with people of different nationalities and of various social and cultural backgrounds and education levels, as well as experience on fisheries related issues.

Functions and duties of the Executive Secretary

The functions of the Executive Secretary are described in the Southern Indian Ocean Fisheries Agreement (SIOFA) Rules of Procedure and Financial Regulations, as follows:

Rule 9 – Executive Secretary’s functions and duties

4. *The Executive Secretary shall assist the Meeting of the Parties and its subsidiary bodies in fulfilling their respective tasks.*
5. *The Executive Secretary shall:*
 - j) *have full power and authority over the Secretariat subject to the general supervision of the Meeting of the Parties and within the provisions of any staff regulations;*
 - k) *receive notifications of the designated representatives, alternate representatives, experts and advisers at meetings and report thereon to the Meeting of the Parties as required;*
 - l) *maintain a list of the Official Contacts;*
 - m) *perform all duties assigned to him or her in the Financial Regulations;*
 - n) *delegate to Secretariat staff any administrative duties as he or she may consider necessary for the effective implementation of his or her responsibilities in accordance with any staff regulations to be agreed by the Meeting of the Parties;*
 - o) *manage the collection and sharing of data and information in accordance with standards, rules and procedures determined by the Meeting of the Parties pursuant to Article 6(1)(f) of the Agreement;*

- p) keep the Meeting of the Parties informed of any issues or matters which may be of interest to them;*
 - q) communicate with other relevant regional fisheries management organisations / arrangements; and*
 - r) perform such other functions as may be assigned to him or her by the Meeting of the Parties.*
6. *While holding this position, an Executive Secretary shall not perform the duties of a representative, alternate representative, expert or adviser of a Contracting Party or a participating fishing entity.*

CRITERIA THAT AUTOMATICALLY EXCLUDES CANDIDATES

APPLICATION:

- Not submitted in English
- Not in electronic format
- Without a cover letter
- Without a curriculum vitae

CANDIDATE

- Without a university degree
- Without 3 references from persons
- Without experience/education in fisheries management or marine biology or economics or international law or international relations
- Less than 10 years' experience
- Without a good working knowledge of English

Annex 11- Decision on making decisions intersessionally

Intersessional Decision Making

The Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement:

REAFFIRMING the objective of the Agreement to ensure the long-term conservation and sustainable use of the fishery resources in the Area through cooperation among Contracting Parties and to promote the sustainable development of fisheries in the Area,

RECALLING the decision making ability of the Meeting of the Parties in articles 6 and 8 of the Agreement,

RECOGNIZING the need for clarity in respect of the decision making procedures of the Meeting of the Parties

DECIDES pursuant to articles 6(1)(l) and 8(3) of the Agreement:

1. To establish an intersessional decision making procedure, and
2. To incorporate the text of Annex A of this Decision as Rule 13 of the Southern Indian Ocean Fisheries Agreement Rules of Procedure.

Annex A

Rule 13 - Intersessional decision making

1. The Meeting of the Parties may take decisions intersessionally by electronic means (e.g. email, secure website) or by other means of communication in accordance with this Rule.
2. The Chairperson may propose that the Meeting of the Parties take a decision intersessionally. Normally, the Meeting of the Parties shall only take intersessional decisions on matters of procedure. However, in exceptional circumstances, where an urgent decision is necessary, the Meeting of the Parties may take intersessional decisions on matters of substance.
3. When the Chairperson proposes that a decision is to be taken intersessionally, the Executive Secretary shall transmit the proposed decision including any explanatory notes electronically to Official Contacts.
4. Official Contacts shall promptly acknowledge receipt of any proposed decision by electronic means. If no acknowledgment is received within seven (7) calendar days of the date of transmittal, the Executive Secretary shall retransmit the proposed decision to the Official Contact who did not acknowledge receipt and shall use all reasonable additional means available to ensure that it has been received.
5. Contracting Parties and participating fishing entities shall have thirty (30) days to respond from the date of first transmittal, unless a different deadline is specified by the Executive Secretary.
6. If a Contracting Party or participating fishing entity requests additional time for consideration, all Contracting Parties and participating fishing entities shall be allowed a further fifteen (15) days from the expiration of the initial thirty (30) day period to respond. No additional extensions of time shall be permitted. In the event of such an extension, the Executive Secretary shall inform all Official Contacts of the final date by which responses must be received.
7. If no reply is received from a Contracting Party or participating fishing entity within thirty (30) calendar days of the original transmittal, or by the extended deadline, that Contracting Party or participating fishing entity shall be recorded as having abstained.
8. A quorum is constituted by responses from two thirds of all Contracting Parties and participating fishing entities, taken together.
9. Consistent with article 8 of the Agreement, intersessional decisions adopted by the Meeting of the Parties on matters of substance shall be taken by consensus and intersessional decisions on other matters shall be taken by a simple majority.
10. At the end of the decision period, the Executive Secretary shall promptly inform Official Contacts of the outcome of the process. If any explanations of views are received, these shall also be transmitted to all Official Contacts. In accordance with Rule 12(4) of the Rules of Procedure, if the decision is adopted, it shall be binding ninety (90) calendar days after the date of transmittal, unless otherwise specified in the decision.

11. A proposal that has been rejected by intersessional decision shall not be reconsidered until the following Meeting of the Parties.

12. Where any decision is taken intersessionally, the Executive Secretary shall include an agenda item on decisions taken intersessionally at the following Meeting of the Parties.

Annex 12 - Roadmap

SIOFA Roadmap until the 2016 Annual Session

1. Interim Secretariat tasks and responsible services

Interim Secretariat tasks will be divided between the European Commission (DG MARE), French Government Departments and French National Administration, as follows:

European Commission (EC), Directorate-General for Maritime Affairs and Fisheries (DG MARE):

- Email and information management;
- Documents compilation and review, notably:
Rules of Procedure, Financial Regulation, Terms of Reference (Scientific Committee, SCAF and Committee on Compliance), Procedure to recruit Executive Secretary, Roadmap, System of Monitoring, Control and Surveillance and other documentation for the 2016 Meeting of the Parties).
- Meeting of the Parties chairmanship.

France

- Organization of 2016 Meeting of the Parties (DG MARE and France financial support): “Préfecture” of La Réunion, supported by Ministries of Ecology² (directorate for sea fisheries and aquaculture, “DPMA”) and Ministry of Overseas³ (Overseas Directorate);
- Executive Secretary recruitment process: Ministry of Ecology (DPMA);
- Headquarters Agreement for presentation in 2016 annual session and Headquarters premises related matters: Ministry of Foreign Affairs (Sub-directorate for International public law, NUOI) for Headquarters Agreement, “Préfecture” of La Réunion for Headquarters premises ;
- Creation of a SIOFA internet site: “Préfecture” of La Réunion, supported by Ministry of Ecology (directorate for sea fisheries and aquaculture, “DPMA”);
- Budgetary matters : Ministries of Ecology (directorate for sea fisheries and aquaculture, “DPMA”) and Ministry of Overseas (Overseas Directorate);

² *Ministère de l'Ecologie, Développement durable et Energie.*

³ *Ministère des Outre-mer.*

- Other SIOFA headquarters related matters (location, offices, etc.): “Préfecture” of La Réunion, supported by Ministries of Ecology (directorate for sea fisheries and aquaculture, “DPMA”) and Ministry of Overseas (Overseas Directorate);

2. Budget until the 2016 Meeting of the Parties

- Total € 30.000:
 - € 20.000, recruitment (candidates flights, accommodation and other logistics);
 - € 4.000 €, advertising;
 - € 6.000, contingencies;
- Contributions:
 - Mauritius, Seychelles and Cook Islands: € 1.250 each.
 - Australia, European Union, France, Japan and Republic of Korea: € 5.250 each.
- Bank Account Number: Responsible Ministry of Ecology (directorate for sea fisheries and aquaculture, “DPMA”). See document attached from *Banque de France*.
- Contracting Parties will be asked by the Ministry of Ecology (directorate for sea fisheries and aquaculture, “DPMA”) to pay their respective contributions. The Ministry of Ecology will be in charge of managing all transfers (annual and extraordinary contributions) to the above mentioned account number and will also act as SIOFA interim Secretariat for the purposes of signature of agreements and contracts, until the SIOFA's Executive Secretary appointment.
- DPMA should have the management and accounting tools necessary to monitor and control this activity separately from its normal activities.

3. First Scientific Committee Meeting

A meeting of the first Scientific Committee will be held 21-25 March 2016, subject to confirmation from Contracting Parties.

Australia will organise, chair and act as secretariat for this meeting.

Contracting Parties are encouraged to make their respective scientists available, systemise and provide catch and fishing data (current and historical) for the SIOFA Area.

4. Executive Secretary recruitment

According to the Selection Procedure adopted in the Extraordinary Meeting of the Parties, three selected candidates will be invited to participate in the 2016 Meeting of the Parties in view of the selection of the first SIOFA Executive Secretary. Practical arrangements for recruitment, installation and handover from the interim secretariat will be defined.

5. 2016 Meeting of the Parties

The 2016 ordinary Meeting of the Parties will be held in La Reunion in June 2016 (exact date to be confirmed by the organisers).

This Meeting of the Parties will be organized and funded according to the specifications broken-down in point 1 “*Interim Secretariat tasks and responsible services*”.

Annex 13 - Bank account



RC PARIS B

Relevé d'Identité Bancaire

TITULAIRE :

SCBCM ECO DVPT DUR ET LOGT DOMICILIATION :

DGO DSB SEGPS - 2310 31 RUE CROIX DES PETITS-CHAMPS PARIS 1ER

Identification nationale (RIB)

Code Banque	Code Guichet	N° Compte	Clé RIB
30001	00064	00000092458	86

Identification internationale IBAN :FR7630001000640000009245886 Identification Swift de la BDF (BIC)

:BDFEFRPPXXX



Brussels,

ANNEX 14 – Revised Annotated Agenda

Extraordinary Meeting of the Parties – Brussels, 12 – 16 October 2015

Chairperson: Mr Kristofer Du Rietz, Adviser to DG MARE Director of International Affairs and Markets.

As expressed in the previous Meeting of the Parties the thematic discussions on specific working documents (notably Rules of Procedure, Financial Regulation, subsidiary bodies Terms of Reference) will be led by the Delegation that steered the discussions or prepared the respective working documents. Accordingly:

- Australia would lead the discussions on Rules of Procedure, Scientific Committee Terms of Reference (ToR) , Compliance Committee ToR and Procedure to make decisions intersessionally;
- France would lead on the Financial Regulation;
- The Chairperson/EU will chair all other points.

1. Opening of the Session:

i) Opening speech.

The Chairman on behalf of Mr Stefaan Depypere, DG MARE Directeur of International Affairs and Markets, opens the meeting and welcome all present.

ii) Presentation of Contracting Parties Delegations (Chair).

The Heads of Delegation will make their opening statements, if any, and introduce members of their delegations.

2. Approval of the agenda (Chairperson) and arrangements for the Session (UE).

The Meeting will review and adopt the agenda. Delegations will be informed of any practical arrangements for the meeting.

3. Rules of Procedure (Australia).

Discussion and, if possible, adoption of the RoP using the amended RoP distributed to all Contracting Parties before the meeting.

4. Financial Regulation (France).

Discussion and, if possible, adoption of the Financial Regulation (FR) using the amended FR distributed to all Contracting Parties before the meeting.

5. Scientific Committee Terms of Reference and establishment of the Scientific Committee (Australia).

Discussion and, if possible, adoption of the Scientific Committee ToR, using the amended ToR distributed to all Contracting Parties before the meeting.

6. Compliance Committee Terms of Reference and establishment of the Compliance Committee (Australia). (become final point)

Discussion and, if possible, adoption of the Compliance Committee ToR, using the amended ToR distributed to all Contracting Parties before the meeting.

7. Standing Committee on Administration and Finance (SCAF) Terms of Reference and establishment of the SCAF (UE).

Discussion and, if possible, adoption of the SCAF ToR, using the amended ToR distributed to all Contracting Parties before the meeting.

8. Procedures to recruit the Executive Secretary (UE).

Discussion and, if possible, adoption of the Procedures to recruit the Executive Secretary using the document distributed to all Contracting Parties before the meeting.

9. Procedure to make decisions intersessionally (Australia).

Discussion and, if possible, adoption of the Procedures to make decisions intersessionally using the document distributed to all Contracting Parties before the meeting. Once adopted this document should be integrated in the RoP.

10. Roadmap until 2016 Meeting of the Parties (EU)

Discussion and, if possible, adoption of the Roadmap until 2016 Meeting of the Parties Procedures using the document distributed to all Contracting Parties before the meeting. (Exchange of views on the headquarters agreement)

11. Any Other Business:

i) Exchange of views on the preparation of the first Scientific Committee session and catch and fishing data (Australia).

Australia will announce practical arrangements concerning the first meeting of the Scientific Committee.

ii) Information on the preparation of the 3rd Annual meeting in La Reunion (UE).

The EU will announce practical arrangements concerning the 3rd Annual meeting in La Reunion.

iii) System of Monitoring, Control and Surveillance (EU).

The EU will take stock of the preparation of System of Monitoring, Control and Surveillance to be presented in the 3rd Annual meeting in La Reunion.

iv) Staff Regulations.

Exchange of views.

12. Close of the Meeting (Chairperson).