

*Extract from:*

# UNITED NATIONS JURIDICAL YEARBOOK

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Part Two. Legal activities of the United Nations and related intergovernmental organizations

Chapter IV. Treaties concerning international law concluded under the auspices of the United Nations and related intergovernmental organizations



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## Chapter IV

### TREATIES CONCERNING INTERNATIONAL LAW CONCLUDED UNDER THE AUSPICES OF THE UNITED NATIONS AND RELATED INTERGOVERNMENTAL ORGANIZATIONS

#### A. Treaties concerning international law concluded under the auspices of the United Nations

##### 1. STOCKHOLM CONVENTION ON PERSISTENT ORGANIC POLLUTANTS. DONE AT STOCKHOLM ON 22 MAY 2001<sup>1</sup>

###### *Stockholm Convention on Persistent Organic Pollutants*

###### *The Parties to this Convention,*

*Recognizing* that persistent organic pollutants possess toxic properties, resist degradation, bioaccumulate and are transported, through air, water and migratory species, across international boundaries and deposited far from their place of release, where they accumulate in terrestrial and aquatic ecosystems,

*Aware* of the health concerns, especially in developing countries, resulting from local exposure to persistent organic pollutants, in particular impacts upon women and, through them, upon future generations,

*Acknowledging* that the Arctic ecosystems and indigenous communities are particularly at risk because of the biomagnification of persistent organic pollutants and that contamination of their traditional foods is a public health issue,

*Conscious* of the need for global action on persistent organic pollutants,

*Mindful* of decision 19/13 C of 7 February 1997 of the Governing Council of the United Nations Environment Programme to initiate international action to protect human health and the environment through measures which will reduce and/or eliminate emissions and discharges of persistent organic pollutants,

*Recalling* the pertinent provisions of the relevant international environmental conventions, especially the Rotterdam Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade, and the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, including the regional agreements developed within the framework of its article 11,

*Recalling also* the pertinent provisions of the Rio Declaration on Environment and Development and Agenda 21,

*Acknowledging* that precaution underlies the concerns of all the Parties and is embedded within this Convention,

*Recognizing* that this Convention and other international agreements in the field of trade and the environment are mutually supportive,

*Reaffirming* that States have, in accordance with the Charter of the United Nations and the principles of international law, the sovereign right to exploit their own resources pursuant to their own environmental and developmental policies, and the responsibility to ensure that activities within their jurisdiction or control do not cause damage to the environment of other States or of areas beyond the limits of national jurisdiction,

*Taking into account* the circumstances and particular requirements of developing countries, in particular the least developed among them, and countries with economies in transition, especially the need to strengthen their national capabilities for the management of chemicals, including through the transfer of technology, the provision of financial and technical assistance and the promotion of cooperation among the Parties,

*Taking full account* of the Programme of Action for the Sustainable Development of Small Island Developing States, adopted in Barbados on 6 May 1994,

*Noting* the respective capabilities of developed and developing countries, as well as the common but differentiated responsibilities of States as set forth in principle 7 of the Rio Declaration on Environment and Development,

*Recognizing* the important contribution that the private sector and non-governmental organizations can make to achieving the reduction and/or elimination of emissions and discharges of persistent organic pollutants,

*Underlining* the importance of manufacturers of persistent organic pollutants taking responsibility for reducing adverse effects caused by their products and for providing information to users, Governments and the public on the hazardous properties of those chemicals,

*Conscious* of the need to take measures to prevent adverse effects caused by persistent organic pollutants at all stages of their life cycle,

*Reaffirming* principle 16 of the Rio Declaration on Environment and Development, which states that national authorities should endeavour to promote the internalization of environmental costs and the use of economic instruments, taking into account the approach that the polluter should, in principle, bear the cost of pollution, with due regard to the public interest and without distorting international trade and investment,

*Encouraging* Parties not having regulatory and assessment schemes for pesticides and industrial chemicals to develop such schemes,

*Recognizing* the importance of developing and using environmentally sound alternative processes and chemicals,

*Determined* to protect human health and the environment from the harmful impacts of persistent organic pollutants,

*Have agreed as follows:*

#### *Article 1*

#### OBJECTIVE

Mindful of the precautionary approach as set forth in Principle 15 of the Rio Declaration on Environment and Development, the objective of this Convention is to protect human health and the environment from persistent organic pollutants.

## Article 2

### DEFINITIONS

For the purposes of this Convention:

(a) “Party” means a State or regional economic integration organization that has consented to be bound by this Convention and for which the Convention is in force;

(b) “Regional economic integration organization” means an organization constituted by sovereign States of a given region to which its member States have transferred competence in respect of matters governed by this Convention and which has been duly authorized, in accordance with its internal procedures, to sign, ratify, accept, approve or accede to this Convention;

(c) “Parties present and voting” means Parties present and casting an affirmative or negative vote.

## Article 3

### MEASURES TO REDUCE OR ELIMINATE RELEASES FROM INTENTIONAL PRODUCTION AND USE

1. Each Party shall:

(a) Prohibit and/or take the legal and administrative measures necessary to eliminate:

(i) Its production and use of the chemicals listed in annex A subject to the provisions of that annex; and

(ii) Its import and export of the chemicals listed in annex A in accordance with the provisions of paragraph 2; and

(b) Restrict its production and use of the chemicals listed in annex B in accordance with the provisions of that annex.

2. Each Party shall take measures to ensure:

(a) That a chemical listed in annex A or annex B is imported only:

(i) For the purpose of environmentally sound disposal as set forth in paragraph 1 (d) of article 6; or

(ii) For a use or purpose which is permitted for that Party under annex A or annex B;

(b) That a chemical listed in annex A for which any production or use specific exemption is in effect or a chemical listed in annex B for which any production or use specific exemption or acceptable purpose is in effect, taking into account any relevant provisions in existing international prior informed consent instruments, is exported only:

(i) For the purpose of environmentally sound disposal as set forth in paragraph 1 (d) of article 6;

(ii) To a Party which is permitted to use that chemical under annex A or annex B; or

(iii) To a State not party to this Convention which has provided an annual certification to the exporting Party. Such certification shall specify the intended use of the chemical and include a statement that, with respect to that chemical, the importing State is committed to:

- a. Protect human health and the environment by taking the necessary measures to minimize or prevent releases;
- b. Comply with the provisions of paragraph 1 of article 6; and
- c. Comply, where appropriate, with the provisions of paragraph 2 of part II of annex B.

The certification shall also include any appropriate supporting documentation, such as legislation, regulatory instruments or administrative or policy guidelines. The exporting Party shall transmit the certification to the Secretariat within sixty days of receipt;

(c) That a chemical listed in annex A, for which production and use specific exemptions are no longer in effect for any Party, is not exported from it except for the purpose of environmentally sound disposal as set forth in paragraph 1 (d) of article 6;

(d) For the purposes of this paragraph, the term “State not party to this Convention” shall include, with respect to a particular chemical, a State or regional economic integration organization that has not agreed to be bound by the Convention with respect to that chemical.

3. Each Party that has one or more regulatory and assessment schemes for new pesticides or new industrial chemicals shall take measures to regulate with the aim of preventing the production and use of new pesticides or new industrial chemicals which, taking into consideration the criteria in paragraph 1 of annex D, exhibit the characteristics of persistent organic pollutants.

4. Each Party that has one or more regulatory and assessment schemes for pesticides or industrial chemicals shall, where appropriate, take into consideration within these schemes the criteria in paragraph 1 of annex D when conducting assessments of pesticides or industrial chemicals currently in use.

5. Except as otherwise provided in this Convention, paragraphs 1 and 2 shall not apply to quantities of a chemical to be used for laboratory-scale research or as a reference standard.

6. Any Party that has a specific exemption in accordance with annex A or a specific exemption or an acceptable purpose in accordance with annex B shall take appropriate measures to ensure that any production or use under such exemption or purpose is carried out in a manner that prevents or minimizes human exposure and release into the environment. For exempted uses or acceptable purposes that involve intentional release into the environment under conditions of normal use, such release shall be to the minimum extent necessary, taking into account any applicable standards and guidelines.

#### *Article 4*

##### REGISTER OF SPECIFIC EXEMPTIONS

1. A Register is hereby established for the purpose of identifying the Parties that have specific exemptions listed in annex A or annex B. It shall not identify Parties that make use of the provisions in annex A or annex B that may be exercised by all Parties. The Register shall be maintained by the Secretariat and shall be available to the public.

2. The Register shall include:

(a) A list of the types of specific exemptions reproduced from annex A and annex B;

(b) A list of the Parties that have a specific exemption listed under annex A or annex B; and

(c) A list of the expiry dates for each registered specific exemption.

3. Any State may, on becoming a Party, by means of a notification in writing to the Secretariat, register for one or more types of specific exemptions listed in annex A or annex B.

4. Unless an earlier date is indicated in the Register by a Party or an extension is granted pursuant to paragraph 7, all registrations of specific exemptions shall expire five years after the date of entry into force of this Convention with respect to a particular chemical.

5. At its first meeting, the Conference of the Parties shall decide upon its review process for the entries in the Register.

6. Prior to a review of an entry in the Register, the Party concerned shall submit a report to the Secretariat justifying its continuing need for registration of that exemption. The report shall be circulated by the Secretariat to all Parties. The review of a registration shall be carried out on the basis of all available information. Thereupon, the Conference of the Parties may make such recommendations to the Party concerned as it deems appropriate.

7. The Conference of the Parties may, upon request from the Party concerned, decide to extend the expiry date of a specific exemption for a period of up to five years. In making its decision, the Conference of the Parties shall take due account of the special circumstances of the developing country Parties and Parties with economies in transition.

8. A Party may, at any time, withdraw an entry from the Register for a specific exemption upon written notification to the Secretariat. The withdrawal shall take effect on the date specified in the notification.

9. When there are no longer any Parties registered for a particular type of specific exemption, no new registrations may be made with respect to it.

#### *Article 5*

#### MEASURES TO REDUCE OR ELIMINATE RELEASES FROM UNINTENTIONAL PRODUCTION

Each Party shall at a minimum take the following measures to reduce the total releases derived from anthropogenic sources of each of the chemicals listed in annex C, with the goal of their continuing minimization and, where feasible, ultimate elimination:

(a) Develop an action plan or, where appropriate, a regional or subregional action plan within two years of the date of entry into force of this Convention for it, and subsequently implement it as part of its implementation plan specified in article 7, designed to identify, characterize and address the release of the chemicals listed in annex C and to facilitate implementation of subparagraphs (b) to (e). The action plan shall include the following elements:

- (i) An evaluation of current and projected releases, including the development and maintenance of source inventories and release estimates, taking into consideration the source categories identified in annex C;
- (ii) An evaluation of the efficacy of the laws and policies of the Party relating to the management of such releases;

- (iii) Strategies to meet the obligations of this paragraph, taking into account the evaluations in (i) and (ii);
- (iv) Steps to promote education and training with regard to, and awareness of, those strategies;
- (v) A review every five years of those strategies and of their success in meeting the obligations of this paragraph; such reviews shall be included in reports submitted pursuant to article 15;
- (vi) A schedule for implementation of the action plan, including for the strategies and measures identified therein;

(b) Promote the application of available, feasible and practical measures that can expeditiously achieve a realistic and meaningful level of release reduction or source elimination;

(c) Promote the development and, where it deems appropriate, require the use of substitute or modified materials, products and processes to prevent the formation and release of the chemicals listed in annex C, taking into consideration the general guidance on prevention and release reduction measures in annex C and guidelines to be adopted by decision of the Conference of the Parties;

(d) Promote and, in accordance with the implementation schedule of its action plan, require the use of best available techniques for new sources within source categories which a Party has identified as warranting such action in its action plan, with a particular initial focus on source categories identified in part II of annex C. In any case, the requirement to use best available techniques for new sources in the categories listed in part II of that annex shall be phased in as soon as practicable but no later than four years after the entry into force of the Convention for that Party. For the identified categories, Parties shall promote the use of best environmental practices. When applying best available techniques and best environmental practices, Parties should take into consideration the general guidance on prevention and release reduction measures in that annex and guidelines on best available techniques and best environmental practices to be adopted by decision of the Conference of the Parties;

(e) Promote, in accordance with its action plan, the use of best available techniques and best environmental practices:

- (i) For existing sources, within the source categories listed in part II of annex C and within source categories such as those in part III of that annex; and
- (ii) For new sources, within source categories such as those listed in part III of annex C which a Party has not addressed under subparagraph (d).

When applying best available techniques and best environmental practices, Parties should take into consideration the general guidance on prevention and release reduction measures in annex C and guidelines on best available techniques and best environmental practices to be adopted by decision of the Conference of the Parties;

(f) For the purposes of this paragraph and annex C:

- (i) “Best available techniques” means the most effective and advanced stage in the development of activities and their methods of operation which indicate the practical suitability of particular techniques for providing in principle the basis for release limitations designed to prevent and, where that is not practicable, generally to reduce releases of chemicals listed in



part I of annex C and their impact on the environment as a whole. In this regard:

- (ii) “Techniques” includes both the technology used and the way in which the installation is designed, built, maintained, operated and decommissioned;
- (iii) “Available” techniques means those techniques that are accessible to the operator and that are developed on a scale that allows implementation in the relevant industrial sector, under economically and technically viable conditions, taking into consideration the costs and advantages; and
- (iv) “Best” means most effective in achieving a high general level of protection of the environment as a whole;
- (v) “Best environmental practices” means the application of the most appropriate combination of environmental control measures and strategies;
- (vi) “New source” means any source of which the construction or substantial modification is commenced at least one year after the date of:
  - a. Entry into force of this Convention for the Party concerned; or
  - b. Entry into force for the Party concerned of an amendment to annex C where the source becomes subject to the provisions of this Convention only by virtue of that amendment;
- (g) Release limit values or performance standards may be used by a Party to fulfil its commitments for best available techniques under this paragraph.

#### *Article 6*

##### MEASURES TO REDUCE OR ELIMINATE RELEASES FROM STOCKPILES AND WASTES

1. In order to ensure that stockpiles consisting of or containing chemicals listed either in annex A or annex B and wastes, including products and articles upon becoming wastes, consisting of, containing or contaminated with a chemical listed in annex A, B or C, are managed in a manner protective of human health and the environment, each Party shall:

- (a) Develop appropriate strategies for identifying:
  - (i) Stockpiles consisting of or containing chemicals listed in either annex A or annex B; and
  - (ii) Products and articles in use and wastes consisting of, containing or contaminated with a chemical listed in annex A, B or C;
- (b) Identify, to the extent practicable, stockpiles consisting of or containing chemicals listed in either annex A or annex B on the basis of the strategies referred to in subparagraph (a);
- (c) Manage stockpiles, as appropriate, in a safe, efficient and environmentally sound manner. Stockpiles of chemicals listed in either annex A or annex B, after they are no longer allowed to be used according to any specific exemption specified in annex A or any specific exemption or acceptable purpose specified in annex B, except stockpiles which are allowed to be exported according to paragraph 2 of article 3, shall be deemed to be waste and shall be managed in accordance with subparagraph (d);
- (d) Take appropriate measures so that such wastes, including products and articles upon becoming wastes, are:

- (i) Handled, collected, transported and stored in an environmentally sound manner;
- (ii) Disposed of in such a way that the persistent organic pollutant content is destroyed or irreversibly transformed so that they do not exhibit the characteristics of persistent organic pollutants or otherwise disposed of in an environmentally sound manner when destruction or irreversible transformation does not represent the environmentally preferable option or the persistent organic pollutant content is low, taking into account international rules, standards and guidelines, including those that may be developed pursuant to paragraph 2, and relevant global and regional regimes governing the management of hazardous wastes;
- (iii) Not permitted to be subjected to disposal operations that may lead to recovery, recycling, reclamation, direct reuse or alternative uses of persistent organic pollutants; and
- (iv) Not transported across international boundaries without taking into account relevant international rules, standards and guidelines;
- (e) Endeavour to develop appropriate strategies for identifying sites contaminated by chemicals listed in annex A, B or C; if remediation of those sites is undertaken it shall be performed in an environmentally sound manner.

2. The Conference of the Parties shall cooperate closely with the appropriate bodies of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal to, *inter alia*:

- (a) Establish levels of destruction and irreversible transformation necessary to ensure that the characteristics of persistent organic pollutants as specified in paragraph 1 of annex D are not exhibited;
- (b) Determine what they consider to be the methods that constitute environmentally sound disposal referred to above; and
- (c) Work to establish, as appropriate, the concentration levels of the chemicals listed in annexes A, B and C in order to define the low persistent organic pollutant content referred to in paragraph 1 (d) (ii).

### *Article 7*

#### IMPLEMENTATION PLANS

1. Each Party shall:

- (a) Develop and endeavour to implement a plan for the implementation of its obligations under this Convention;
- (b) Transmit its implementation plan to the Conference of the Parties within two years of the date on which this Convention enters into force for it; and
- (c) Review and update, as appropriate, its implementation plan on a periodic basis and in a manner to be specified by a decision of the Conference of the Parties.

2. The Parties shall, where appropriate, cooperate directly or through global, regional and subregional organizations, and consult their national stakeholders, including women's groups and groups involved in the health of children, in order to facilitate the development, implementation and updating of their implementation plans.

3. The Parties shall endeavour to utilize and, where necessary, establish the means to integrate national implementation plans for persistent organic pollutants in their sustainable development strategies where appropriate.

#### *Article 8*

##### LISTING OF CHEMICALS IN ANNEXES A, B AND C

1. A Party may submit a proposal to the Secretariat for listing a chemical in annexes A, B and/or C. The proposal shall contain the information specified in annex D. In developing a proposal, a Party may be assisted by other Parties and/or by the Secretariat.

2. The Secretariat shall verify whether the proposal contains the information specified in annex D. If the Secretariat is satisfied that the proposal contains the information so specified, it shall forward the proposal to the Persistent Organic Pollutants Review Committee.

3. The Committee shall examine the proposal and apply the screening criteria specified in annex D in a flexible and transparent way, taking all information provided into account in an integrative and balanced manner.

4. If the Committee decides that:

(a) It is satisfied that the screening criteria have been fulfilled, it shall, through the Secretariat, make the proposal and the evaluation of the Committee available to all Parties and observers and invite them to submit the information specified in annex E; or

(b) It is not satisfied that the screening criteria have been fulfilled, it shall, through the Secretariat, inform all Parties and observers and make the proposal and the evaluation of the Committee available to all Parties and the proposal shall be set aside.

5. Any Party may resubmit a proposal to the Committee that has been set aside by the Committee pursuant to paragraph 4. The resubmission may include any concerns of the Party as well as a justification for additional consideration by the Committee. If, following this procedure, the Committee again sets the proposal aside, the Party may challenge the decision of the Committee and the Conference of the Parties shall consider the matter at its next session. The Conference of the Parties may decide, based on the screening criteria in annex D and taking into account the evaluation of the Committee and any additional information provided by any Party or observer, that the proposal should proceed.

6. Where the Committee has decided that the screening criteria have been fulfilled or the Conference of the Parties has decided that the proposal should proceed, the Committee shall further review the proposal, taking into account any relevant additional information received, and shall prepare a draft risk profile in accordance with annex E. It shall, through the Secretariat, make that draft available to all Parties and observers, collect technical comments from them and, taking those comments into account, complete the risk profile.

7. If, on the basis of the risk profile conducted in accordance with annex E, the Committee decides:

(a) That the chemical is likely as a result of its long-range environmental transport to lead to significant adverse human health and/or environmental effects such that global action is warranted, the proposal shall proceed. Lack of full scien-

tific certainty shall not prevent the proposal from proceeding. The Committee shall, through the Secretariat, invite information from all Parties and observers relating to the considerations specified in annex F. It shall then prepare a risk management evaluation that includes an analysis of possible control measures for the chemical in accordance with that annex; or

(b) That the proposal should not proceed, it shall, through the Secretariat, make the risk profile available to all Parties and observers and set the proposal aside.

8. For any proposal set aside pursuant to paragraph 7 (b), a Party may request the Conference of the Parties to consider instructing the Committee to invite additional information from the proposing Party and other Parties during a period not to exceed one year. After that period and on the basis of any information received, the Committee shall reconsider the proposal pursuant to paragraph 6 with a priority to be decided by the Conference of the Parties. If, following this procedure, the Committee again sets the proposal aside, the Party may challenge the decision of the Committee and the Conference of the Parties shall consider the matter at its next session. The Conference of the Parties may decide, based on the risk profile prepared in accordance with annex E and taking into account the evaluation of the Committee and any additional information provided by any Party or observer, that the proposal should proceed. If the Conference of the Parties decides that the proposal shall proceed, the Committee shall then prepare the risk management evaluation.

9. The Committee shall, based on the risk profile referred to in paragraph 6 and the risk management evaluation referred to in paragraph 7 (a) or paragraph 8, recommend whether the chemical should be considered by the Conference of the Parties for listing in annexes A, B and/or C. The Conference of the Parties, taking due account of the recommendations of the Committee, including any scientific uncertainty, shall decide, in a precautionary manner, whether to list the chemical, and specify its related control measures, in annexes A, B and/or C.

### *Article 9*

#### INFORMATION EXCHANGE

1. Each Party shall facilitate or undertake the exchange of information relevant to:

(a) The reduction or elimination of the production, use and release of persistent organic pollutants; and

(b) Alternatives to persistent organic pollutants, including information relating to their risks as well as to their economic and social costs.

2. The Parties shall exchange the information referred to in paragraph 1 directly or through the Secretariat.

3. Each Party shall designate a national focal point for the exchange of such information.

4. The Secretariat shall serve as a clearing-house mechanism for information on persistent organic pollutants, including information provided by Parties, inter-governmental organizations and non-governmental organizations.

5. For the purposes of this Convention, information on health and safety of humans and the environment shall not be regarded as confidential. Parties that exchange other information pursuant to this Convention shall protect any confidential information as mutually agreed.

## *Article 10*

### PUBLIC INFORMATION, AWARENESS AND EDUCATION

1. Each Party shall, within its capabilities, promote and facilitate:

(a) Awareness among its policy and decision makers with regard to persistent organic pollutants;

(b) Provision to the public of all available information on persistent organic pollutants, taking into account paragraph 5 of article 9;

(c) Development and implementation, especially for women, children and the least educated, of educational and public awareness programmes on persistent organic pollutants, as well as on their health and environmental effects and on their alternatives;

(d) Public participation in addressing persistent organic pollutants and their health and environmental effects and in developing adequate responses, including opportunities for providing input at the national level regarding implementation of this Convention;

(e) Training of workers, scientists, educators and technical and managerial personnel;

(f) Development and exchange of educational and public awareness materials at the national and international levels; and

(g) Development and implementation of education and training programmes at the national and international levels.

2. Each Party shall, within its capabilities, ensure that the public has access to the public information referred to in paragraph 1 and that the information is kept up to date.

3. Each Party shall, within its capabilities, encourage industry and professional users to promote and facilitate the provision of the information referred to in paragraph 1 at the national level and, as appropriate, subregional, regional and global levels.

4. In providing information on persistent organic pollutants and their alternatives, Parties may use safety data sheets, reports, mass media and other means of communication, and may establish information centres at national and regional levels.

5. Each Party shall give sympathetic consideration to developing mechanisms, such as pollutant release and transfer registers, for the collection and dissemination of information on estimates of the annual quantities of the chemicals listed in annex A, B or C that are released or disposed of.

## *Article 11*

### RESEARCH, DEVELOPMENT AND MONITORING

1. The Parties shall, within their capabilities, at the national and international levels, encourage and/or undertake appropriate research, development, monitoring and cooperation pertaining to persistent organic pollutants and, where relevant, to their alternatives and to candidate persistent organic pollutants, including on their:

(a) Sources and releases into the environment;

(b) Presence, levels and trends in humans and the environment;

- (c) Environmental transport, fate and transformation;
- (d) Effects on human health and the environment;
- (e) Socio-economic and cultural impacts;
- (f) Release reduction and/or elimination; and
- (g) Harmonized methodologies for making inventories of generating sources and analytical techniques for the measurement of releases.

2. In undertaking action under paragraph 1, the Parties shall, within their capabilities:

(a) Support and further develop, as appropriate, international programmes, networks and organizations aimed at defining, conducting, assessing and financing research, data collection and monitoring, taking into account the need to minimize duplication of effort;

(b) Support national and international efforts to strengthen national scientific and technical research capabilities, particularly in developing countries and countries with economies in transition, and to promote access to, and the exchange of, data and analyses;

(c) Take into account the concerns and needs, particularly in the field of financial and technical resources, of developing countries and countries with economies in transition and cooperate in improving their capability to participate in the efforts referred to in subparagraphs (a) and (b);

(d) Undertake research work geared towards alleviating the effects of persistent organic pollutants on reproductive health;

(e) Make the results of their research, development and monitoring activities referred to in this paragraph accessible to the public on a timely and regular basis; and

(f) Encourage and/or undertake cooperation with regard to storage and maintenance of information generated from research, development and monitoring.

## *Article 12*

### TECHNICAL ASSISTANCE

1. The Parties recognize that rendering of timely and appropriate technical assistance in response to requests from developing country Parties and Parties with economies in transition is essential to the successful implementation of this Convention.

2. The Parties shall cooperate to provide timely and appropriate technical assistance to developing country Parties and Parties with economies in transition, to assist them, taking into account their particular needs, to develop and strengthen their capacity to implement their obligations under this Convention.

3. In this regard, technical assistance to be provided by developed country Parties, and other Parties in accordance with their capabilities, shall include, as appropriate and as mutually agreed, technical assistance for capacity-building relating to implementation of the obligations under this Convention. Further guidance in this regard shall be provided by the Conference of the Parties.

4. The Parties shall establish, as appropriate, arrangements for the purpose of providing technical assistance and promoting the transfer of technology to de-

veloping country Parties and Parties with economies in transition relating to the implementation of this Convention. These arrangements shall include regional and subregional centres for capacity-building and transfer of technology to assist developing country Parties and Parties with economies in transition to fulfil their obligations under this Convention. Further guidance in this regard shall be provided by the Conference of the Parties.

5. The Parties shall, in the context of this article, take full account of the specific needs and special situation of least developed countries and small island developing States in their actions with regard to technical assistance.

### *Article 13*

#### FINANCIAL RESOURCES AND MECHANISMS

1. Each Party undertakes to provide, within its capabilities, financial support and incentives in respect of those national activities that are intended to achieve the objective of this Convention in accordance with its national plans, priorities and programmes.

2. The developed country Parties shall provide new and additional financial resources to enable developing country Parties and Parties with economies in transition to meet the agreed full incremental costs of implementing measures which fulfil their obligations under this Convention as agreed between a recipient Party and an entity participating in the mechanism described in paragraph 6. Other Parties may also on a voluntary basis and in accordance with their capabilities provide such financial resources. Contributions from other sources should also be encouraged. The implementation of these commitments shall take into account the need for adequacy, predictability, the timely flow of funds and the importance of burden-sharing among the contributing Parties.

3. Developed country Parties, and other Parties in accordance with their capabilities and in accordance with their national plans, priorities and programmes, may also provide and developing country Parties and Parties with economies in transition avail themselves of financial resources to assist in their implementation of this Convention through other bilateral, regional and multilateral sources or channels.

4. The extent to which the developing country Parties will effectively implement their commitments under this Convention will depend on the effective implementation by developed country Parties of their commitments under this Convention relating to financial resources, technical assistance and technology transfer. The fact that sustainable economic and social development and eradication of poverty are the first and overriding priorities of the developing country Parties will be taken fully into account, giving due consideration to the need for the protection of human health and the environment.

5. The Parties shall take full account of the specific needs and special situation of the least developed countries and the small island developing States in their actions with regard to funding.

6. A mechanism for the provision of adequate and sustainable financial resources to developing country Parties and Parties with economies in transition on a grant or concessional basis to assist in their implementation of the Convention is hereby defined. The mechanism shall function under the authority, as appropriate, and guidance of, and be accountable to the Conference of the Parties for the pur-

poses of this Convention. Its operation shall be entrusted to one or more entities, including existing international entities, as may be decided upon by the Conference of the Parties. The mechanism may also include other entities providing multilateral, regional and bilateral financial and technical assistance. Contributions to the mechanism shall be additional to other financial transfers to developing country Parties and Parties with economies in transition as reflected in, and in accordance with, paragraph 2.

7. Pursuant to the objectives of this Convention and paragraph 6, the Conference of the Parties shall at its first meeting adopt appropriate guidance to be provided to the mechanism and shall agree with the entity or entities participating in the financial mechanism upon arrangements to give effect thereto. The guidance shall address, *inter alia*:

(a) The determination of the policy, strategy and programme priorities, as well as clear and detailed criteria and guidelines regarding eligibility for access to and utilization of financial resources including monitoring and evaluation on a regular basis of such utilization;

(b) The provision by the entity or entities of regular reports to the Conference of the Parties on adequacy and sustainability of funding for activities relevant to the implementation of this Convention;

(c) The promotion of multiple-source funding approaches, mechanisms and arrangements;

(d) The modalities for the determination in a predictable and identifiable manner of the amount of funding necessary and available for the implementation of this Convention, keeping in mind that the phasing out of persistent organic pollutants might require sustained funding, and the conditions under which that amount shall be periodically reviewed; and

(e) The modalities for the provision to interested Parties of assistance with needs assessment, information on available sources of funds and on funding patterns in order to facilitate coordination among them.

8. The Conference of the Parties shall review, not later than its second meeting and thereafter on a regular basis, the effectiveness of the mechanism established under this article, its ability to address the changing needs of the developing country Parties and Parties with economies in transition, the criteria and guidance referred to in paragraph 7, the level of funding as well as the effectiveness of the performance of the institutional entities entrusted to operate the financial mechanism. It shall, based on such review, take appropriate action, if necessary, to improve the effectiveness of the mechanism, including by means of recommendations and guidance on measures to ensure adequate and sustainable funding to meet the needs of the Parties.

#### *Article 14*

##### INTERIM FINANCIAL ARRANGEMENTS

The institutional structure of the Global Environment Facility, operated in accordance with the Instrument for the Establishment of the Restructured Global Environment Facility, shall, on an interim basis, be the principal entity entrusted with the operations of the financial mechanism referred to in article 13, for the period between the date of entry into force of this Convention and the first meeting of the Conference of the Parties or until such time as the Conference of the Parties decides



which institutional structure will be designated in accordance with article 13. The institutional structure of the Global Environment Facility should fulfil this function through operational measures related specifically to persistent organic pollutants taking into account that new arrangements for this area may be needed.

#### *Article 15*

##### REPORTING

1. Each Party shall report to the Conference of the Parties on the measures it has taken to implement the provisions of this Convention and on the effectiveness of such measures in meeting the objectives of the Convention.

2. Each Party shall provide to the Secretariat:

(a) Statistical data on its total quantities of production, import and export of each of the chemicals listed in annex A and annex B or a reasonable estimate of such data; and

(b) To the extent practicable, a list of the States from which it has imported each such substance and the States to which it has exported each such substance.

3. Such reporting shall be at periodic intervals and in a format to be decided by the Conference of the Parties at its first meeting.

#### *Article 16*

##### EFFECTIVENESS EVALUATION

1. Commencing four years after the date of entry into force of this Convention, and periodically thereafter at intervals to be decided by the Conference of the Parties, the Conference shall evaluate the effectiveness of this Convention.

2. In order to facilitate such evaluation, the Conference of the Parties shall, at its first meeting, initiate the establishment of arrangements to provide itself with comparable monitoring data on the presence of the chemicals listed in annexes A, B and C as well as their regional and global environmental transport. These arrangements:

(a) Should be implemented by the Parties on a regional basis when appropriate, in accordance with their technical and financial capabilities, using existing monitoring programmes and mechanisms to the extent possible and promoting harmonization of approaches;

(b) May be supplemented where necessary, taking into account the differences between regions and their capabilities to implement monitoring activities; and

(c) Shall include reports to the Conference of the Parties on the results of the monitoring activities on a regional and global basis at intervals to be specified by the Conference of the Parties.

3. The evaluation described in paragraph 1 shall be conducted on the basis of available scientific, environmental, technical and economic information, including:

(a) Reports and other monitoring information provided pursuant to paragraph 2;

(b) National reports submitted pursuant to article 15; and

(c) Non-compliance information provided pursuant to the procedures established under article 17.

*Article 17*

NON-COMPLIANCE

The Conference of the Parties shall, as soon as practicable, develop and approve procedures and institutional mechanisms for determining non-compliance with the provisions of this Convention and for the treatment of Parties found to be in non-compliance.

*Article 18*

SETTLEMENT OF DISPUTES

1. Parties shall settle any dispute between them concerning the interpretation or application of this Convention through negotiation or other peaceful means of their own choice.

2. When ratifying, accepting, approving or acceding to the Convention or at any time thereafter, a Party that is not a regional economic integration organization may declare in a written instrument submitted to the depositary that, with respect to any dispute concerning the interpretation or application of the Convention, it recognizes one or both of the following means of dispute settlement as compulsory in relation to any Party accepting the same obligation:

(a) Arbitration in accordance with procedures to be adopted by the Conference of the Parties in an annex as soon as practicable;

(b) Submission of the dispute to the International Court of Justice.

3. A Party that is a regional economic integration organization may make a declaration with like effect in relation to arbitration in accordance with the procedure referred to in paragraph 2 (a).

4. A declaration made pursuant to paragraph 2 or paragraph 3 shall remain in force until it expires in accordance with its terms or until three months after written notice of its revocation has been deposited with the depositary.

5. The expiry of a declaration, a notice of revocation or a new declaration shall not in any way affect proceedings pending before an arbitral tribunal or the International Court of Justice unless the parties to the dispute otherwise agree.

6. If the parties to a dispute have not accepted the same or any procedure pursuant to paragraph 2, and if they have not been able to settle their dispute within twelve months following notification by one party to another that a dispute exists between them, the dispute shall be submitted to a conciliation commission at the request of any party to the dispute. The conciliation commission shall render a report with recommendations. Additional procedures relating to the conciliation commission shall be included in an annex to be adopted by the Conference of the Parties no later than at its second meeting.

*Article 19*

CONFERENCE OF THE PARTIES

1. A Conference of the Parties is hereby established.

2. The first meeting of the Conference of the Parties shall be convened by the Executive Director of the United Nations Environment Programme no later than one year after the entry into force of this Convention. Thereafter ordinary meetings of the Conference of the Parties shall be held at regular intervals to be decided by the Conference.

3. Extraordinary meetings of the Conference of the Parties shall be held at such other times as may be deemed necessary by the Conference or at the written request of any Party provided that it is supported by at least one third of the Parties.

4. The Conference of the Parties shall by consensus agree upon and adopt at its first meeting rules of procedure and financial rules for itself and any subsidiary bodies, as well as financial provisions governing the functioning of the Secretariat.

5. The Conference of the Parties shall keep under continuous review and evaluation the implementation of this Convention. It shall perform the functions assigned to it by the Convention and, to this end, shall:

(a) Establish, further to the requirements of paragraph 6, such subsidiary bodies as it considers necessary for the implementation of the Convention;

(b) Cooperate, where appropriate, with competent international organizations and intergovernmental and non-governmental bodies; and

(c) Regularly review all information made available to the Parties pursuant to article 15, including consideration of the effectiveness of paragraph 2 (b) (iii) of article 3;

(d) Consider and undertake any additional action that may be required for the achievement of the objectives of the Convention.

6. The Conference of the Parties shall, at its first meeting, establish a subsidiary body to be called the Persistent Organic Pollutants Review Committee for the purposes of performing the functions assigned to that Committee by this Convention. In this regard:

(a) The members of the Persistent Organic Pollutants Review Committee shall be appointed by the Conference of the Parties. Membership of the Committee shall consist of government-designated experts in chemical assessment or management. The members of the Committee shall be appointed on the basis of equitable geographical distribution;

(b) The Conference of the Parties shall decide on the terms of reference organization and operation of the Committee; and

(c) The Committee shall make every effort to adopt its recommendations by consensus. If all efforts at consensus have been exhausted, and no consensus reached, such recommendation shall as a last resort be adopted by a two-thirds majority vote of the members present and voting.

7. The Conference of the Parties shall, at its third meeting, evaluate the continued need for the procedure contained in paragraph 2 (b) of article 3, including consideration of its effectiveness.

8. The United Nations, its specialized agencies and the International Atomic Energy Agency, as well as any State not party to this Convention, may be represented at meetings of the Conference of the Parties as observers. Any body or agency, whether national or international, governmental or non-governmental, qualified in matters covered by the Convention, and which has informed the Sec-

retariat of its wish to be represented at a meeting of the Conference of the Parties as an observer may be admitted unless at least one third of the Parties present object. The admission and participation of observers shall be subject to the rules of procedure adopted by the Conference of the Parties.

#### *Article 20*

##### SECRETARIAT

1. A Secretariat is hereby established.

2. The functions of the Secretariat shall be:

(a) To make arrangements for meetings of the Conference of the Parties and its subsidiary bodies and to provide them with services as required;

(b) To facilitate assistance to the Parties, particularly developing country Parties and Parties with economies in transition, on request, in the implementation of this Convention;

(c) To ensure the necessary coordination with the secretariats of other relevant international bodies;

(d) To prepare and make available to the Parties periodic reports based on information received pursuant to article 15 and other available information;

(e) To enter, under the overall guidance of the Conference of the Parties, into such administrative and contractual arrangements as may be required for the effective discharge of its functions; and

(f) To perform the other secretariat functions specified in this Convention and such other functions as may be determined by the Conference of the Parties.

3. The secretariat functions for this Convention shall be performed by the Executive Director of the United Nations Environment Programme, unless the Conference of the Parties decides, by a three-fourths majority of the Parties present and voting, to entrust the secretariat functions to one or more other international organizations.

#### *Article 21*

##### AMENDMENTS TO THE CONVENTION

1. Amendments to this Convention may be proposed by any Party.

2. Amendments to this Convention shall be adopted at a meeting of the Conference of the Parties. The text of any proposed amendment shall be communicated to the Parties by the Secretariat at least six months before the meeting at which it is proposed for adoption. The Secretariat shall also communicate proposed amendments to the signatories to this Convention and, for information, to the depositary.

3. The Parties shall make every effort to reach agreement on any proposed amendment to this Convention by consensus. If all efforts at consensus have been exhausted, and no agreement reached, the amendment shall as a last resort be adopted by a three-fourths majority vote of the Parties present and voting.

4. The amendment shall be communicated by the depositary to all Parties for ratification, acceptance or approval.

5. Ratification, acceptance or approval of an amendment shall be notified to the depositary in writing. An amendment adopted in accordance with paragraph 3 shall enter into force for the Parties having accepted it on the ninetieth day after the date of deposit of instruments of ratification, acceptance or approval by at least three fourths of the Parties. Thereafter, the amendment shall enter into force for any other Party on the ninetieth day after the date on which that Party deposits its instrument of ratification, acceptance or approval of the amendment.

#### *Article 22*

##### ADOPTION AND AMENDMENT OF ANNEXES

1. Annexes to this Convention shall form an integral part thereof and, unless expressly provided otherwise, a reference to this Convention constitutes at the same time a reference to any annexes thereto.

2. Any additional annexes shall be restricted to procedural, scientific, technical or administrative matters.

3. The following procedure shall apply to the proposal, adoption and entry into force of additional annexes to this Convention:

(a) Additional annexes shall be proposed and adopted according to the procedure laid down in paragraphs 1, 2 and 3 of article 21;

(b) Any Party that is unable to accept an additional annex shall so notify the depositary, in writing, within one year from the date of communication by the depositary of the adoption of the additional annex. The depositary shall without delay notify all Parties of any such notification received. A Party may at any time withdraw a previous notification of non-acceptance in respect of any additional annex, and the annex shall thereupon enter into force for that Party subject to subparagraph (c); and

(c) On the expiry of one year from the date of the communication by the depositary of the adoption of an additional annex, the annex shall enter into force for all Parties that have not submitted a notification in accordance with the provisions of subparagraph (b).

4. The proposal, adoption and entry into force of amendments to annex A, B or C shall be subject to the same procedures as for the proposal, adoption and entry into force of additional annexes to this Convention, except that an amendment to annex A, B or C shall not enter into force with respect to any Party that has made a declaration with respect to amendment to those annexes in accordance with paragraph 4 of article 25, in which case any such amendment shall enter into force for such a Party on the ninetieth day after the date of deposit with the depositary of its instrument of ratification, acceptance, approval or accession with respect to such amendment.

5. The following procedure shall apply to the proposal, adoption and entry into force of an amendment to annex D, E or F:

(a) Amendments shall be proposed according to the procedure in paragraphs 1 and 2 of article 21;

(b) The Parties shall take decisions on an amendment to annex D, E or F by consensus; and

(c) A decision to amend annex D, E or F shall forthwith be communicated to the Parties by the depositary. The amendment shall enter into force for all Parties on a date to be specified in the decision.

6. If an additional annex or an amendment to an annex is related to an amendment to this Convention, the additional annex or amendment shall not enter into force until such time as the amendment to the Convention enters into force.

### *Article 23*

#### RIGHT TO VOTE

1. Each Party to this Convention shall have one vote, except as provided for in paragraph 2.

2. A regional economic integration organization, on matters within its competence, shall exercise its right to vote with a number of votes equal to the number of its member States that are Parties to this Convention. Such an organization shall not exercise its right to vote if any of its member States exercises its right to vote, and vice versa.

### *Article 24*

#### SIGNATURE

This Convention shall be open for signature at Stockholm by all States and regional economic integration organizations on 23 May 2001, and at the United Nations Headquarters in New York from 24 May 2001 to 22 May 2002.

### *Article 25*

#### RATIFICATION, ACCEPTANCE, APPROVAL OR ACCESSION

1. This Convention shall be subject to ratification, acceptance or approval by States and by regional economic integration organizations. It shall be open for accession by States and by regional economic integration organizations from the day after the date on which the Convention is closed for signature. Instruments of ratification, acceptance, approval or accession shall be deposited with the depositary.

2. Any regional economic integration organization that becomes a Party to this Convention without any of its member States being a Party shall be bound by all the obligations under the Convention. In the case of such organizations, one or more of whose member States is a Party to this Convention, the organization and its member States shall decide on their respective responsibilities for the performance of their obligations under the Convention. In such cases, the organization and the member States shall not be entitled to exercise rights under the Convention concurrently.

3. In its instrument of ratification, acceptance, approval or accession, a regional economic integration organization shall declare the extent of its competence in respect of the matters governed by this Convention. Any such organization shall also inform the depositary, who shall in turn inform the Parties, of any relevant modification in the extent of its competence.

4. In its instrument of ratification, acceptance, approval or accession, any Party may declare that, with respect to it, any amendment to annex A, B or C shall

enter into force only upon the deposit of its instrument of ratification, acceptance, approval or accession with respect thereto.

*Article 26*

ENTRY INTO FORCE

1. This Convention shall enter into force on the ninetieth day after the date of deposit of the fiftieth instrument of ratification, acceptance, approval or accession.

2. For each State or regional economic integration organization that ratifies, accepts or approves this Convention or accedes thereto after the deposit of the fiftieth instrument of ratification, acceptance, approval or accession, the Convention shall enter into force on the ninetieth day after the date of deposit by such State or regional economic integration organization of its instrument of ratification, acceptance, approval or accession.

3. For the purpose of paragraphs 1 and 2, any instrument deposited by a regional economic integration organization shall not be counted as additional to those deposited by States members of that organization.

*Article 27*

RESERVATIONS

No reservations may be made to this Convention.

*Article 28*

WITHDRAWAL

1. At any time after three years from the date on which this Convention has entered into force for a Party, that Party may withdraw from the Convention by giving written notification to the depositary.

2. Any such withdrawal shall take effect upon the expiry of one year from the date of receipt by the depositary of the notification of withdrawal or on such later date as may be specified in the notification of withdrawal.

*Article 29*

DEPOSITARY

The Secretary-General of the United Nations shall be the depositary of this Convention.

*Article 30*

AUTHENTIC TEXTS

The original of this Convention, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations.

IN WITNESS WHEREOF the undersigned, being duly authorized to that effect, have signed this Convention.

DONE at Stockholm on this twenty-second day of May, two thousand and one.

**ANNEX A**  
**Elimination**  
*Part I*

<i>Chemical</i>	<i>Activity</i>	<i>Specific exemption</i>
Aldrin* CAS No. 309-00-2	Production Use	None Local ectoparasiticide Insecticide
Chlordane* CAS No. 57-74-9	Production Use	As allowed for the Parties listed in the Register Local ectoparasiticide Insecticide Termiticide Termiticide in buildings and dams Termiticide in roads Additive in plywood adhesives
Dieldrin* CAS No. 60-57-1	Production Use	None In agricultural operations
Endrin* CAS No. 72-20-8	Production Use	None None
Heptachlor* CAS No. 76-44-8	Production Use	None Termiticide Termiticide in structures of houses Termiticide (subterranean) Wood treatment In use in underground cable boxes
Hexachlorobenzene CAS No. 118-74-1	Production Use	As allowed for the Parties listed in the Register Intermediate Solvent in pesticide Closed system site limited intermediate
Mirex* CAS No. 2385-85-5	Production Use	As allowed for the Parties listed in the Register Termiticide
Toxaphene* CAS No. 8001-35-2	Production Use	None None
Polychlorinated biphenyls (PCB)*	Production Use	None Articles in use in accordance with the provisions of part II of this annex



## NOTES

- (i) Except as otherwise specified in this Convention, quantities of a chemical occurring as unintentional trace contaminants in products and articles shall not be considered to be listed in this annex.
- (ii) This note shall not be considered as a production and use specific exemption for purposes of paragraph 2 of article 3. Quantities of a chemical occurring as constituents of articles manufactured or already in use before or on the date of entry into force of the relevant obligation with respect to that chemical, shall not be considered as listed in this annex, provided that a Party has notified the Secretariat that a particular type of article remains in use within that Party. The Secretariat shall make such notifications publicly available.
- (iii) This note, which does not apply to a chemical that has an asterisk following its name in the Chemical column in part I of this annex, shall not be considered as a production and use specific exemption for purposes of paragraph 2 of article 3. Given that no significant quantities of the chemical are expected to reach humans and the environment during the production and use of a closed-system site-limited intermediate, a Party, upon notification to the Secretariat, may allow the production and use of quantities of a chemical listed in this annex as a closed-system site-limited intermediate that is chemically transformed in the manufacture of other chemicals that, taking into consideration the criteria in paragraph 1 of annex D, do not exhibit the characteristics of persistent organic pollutants. This notification shall include information on total production and use of such chemical or a reasonable estimate of such information and information regarding the nature of the closed-system site-limited process including the amount of any non-transformed and unintentional trace contamination of the persistent organic pollutant-starting material in the final product. This procedure applies except as otherwise specified in this annex. The Secretariat shall make such notifications available to the Conference of the Parties and to the public. Such production or use shall not be considered a production or use specific exemption. Such production and use shall cease after a ten-year period, unless the Party concerned submits a new notification to the Secretariat, in which case the period will be extended for an additional ten years unless the Conference of the Parties, after a review of the production and use, decides otherwise. The notification procedure can be repeated.
- (iv) All the specific exemptions in this annex may be exercised by Parties that have registered exemptions in respect of them in accordance with article 4, with the exception of the use of polychlorinated biphenyls in articles in use in accordance with the provisions of part II of this annex, which may be exercised by all Parties.

### *Part II*

#### *Polychlorinated biphenyls*

Each Party shall:

- (a) With regard to the elimination of the use of polychlorinated biphenyls in equipment (e.g. transformers, capacitors or other receptacles containing liquid stocks) by 2025, subject to review by the Conference of the Parties, take action in accordance with the following priorities:
  - (i) Make determined efforts to identify, label and remove from use equipment containing greater than 10 per cent polychlorinated biphenyls and volumes greater than 5 litres;
  - (ii) Make determined efforts to identify, label and remove from use equipment containing greater than 0.05 per cent polychlorinated biphenyls and volumes greater than 5 litres;

- (iii) Endeavour to identify and remove from use equipment containing greater than 0.005 per cent polychlorinated biphenyls and volumes greater than 0.05 litres;
- (b) Consistent with the priorities in subparagraph (a), promote the following measures to reduce exposures and risk to control the use of polychlorinated biphenyls:
  - (i) Use only in intact and non-leaking equipment and only in areas where the risk from environmental release can be minimized and quickly remedied;
  - (ii) Not use in equipment in areas associated with the production or processing of food or feed;
  - (iii) When used in populated areas, including schools and hospitals, all reasonable measures to protect from electrical failure which could result in a fire, and regular inspection of equipment for leaks;
- (c) Notwithstanding paragraph 2 of article 3, ensure that equipment containing polychlorinated biphenyls, as described in subparagraph (a), shall not be exported or imported except for the purpose of environmentally sound waste management;
- (d) Except for maintenance and servicing operations, not allow recovery for the purpose of reuse in other equipment of liquids with polychlorinated biphenyls content above 0.005 per cent;
- (e) Make determined efforts designed to lead to environmentally sound waste management of liquids containing polychlorinated biphenyls and equipment contaminated with polychlorinated biphenyls having a polychlorinated biphenyls content above 0.005 per cent, in accordance with paragraph 1 of article 6, as soon as possible but no later than 2028, subject to review by the Conference of the Parties;
- (f) In lieu of note (ii) in part I of this annex, endeavour to identify other articles containing more than 0.005 per cent polychlorinated biphenyls (e.g. cable-sheaths, cured caulk and painted objects) and manage them in accordance with paragraph 1 of article 6;
- (g) Provide a report every five years on progress in eliminating polychlorinated biphenyls and submit it to the Conference of the Parties pursuant to article 15;
- (h) The reports described in subparagraph (g) shall, as appropriate, be considered by the Conference of the Parties in its reviews relating to polychlorinated biphenyls. The Conference of the Parties shall review progress towards elimination of polychlorinated biphenyls at five-year intervals or other period, as appropriate, taking into account such reports.

## ANNEX B

### Restriction

#### *Part I*

<i>Chemical</i>	<i>Activity</i>	<i>Acceptable purpose or specific exemption</i>
DDT (1,1,1-trichloro-2,2-bis (4-chlorophenyl)ethane) CAS No. 50-29-3	Production	Acceptable purpose: Disease vector control use in accordance with part II of this annex  Specific exemption: Intermediate in production of dicofol Intermediate
	Use	Acceptable purpose: Disease vector control in accordance with part II of this annex  Specific exemption: Production of dicofol Intermediate

## NOTES

- (i) Except as otherwise specified in this Convention, quantities of a chemical occurring as unintentional trace contaminants in products and articles shall not be considered to be listed in this annex.
- (ii) This note shall not be considered as a production and use acceptable purpose or specific exemption for purposes of paragraph 2 of article 3. Quantities of a chemical occurring as constituents of articles manufactured or already in use before or on the date of entry into force of the relevant obligation with respect to that chemical, shall not be considered as listed in this annex, provided that a Party has notified the Secretariat that a particular type of article remains in use within that Party. The Secretariat shall make such notifications publicly available.
- (iii) This note shall not be considered as a production and use specific exemption for purposes of paragraph 2 of article 3. Given that no significant quantities of the chemical are expected to reach humans and the environment during the production and use of a closed-system site-limited intermediate, a Party, upon notification to the Secretariat, may allow the production and use of quantities of a chemical listed in this annex as a closed-system site-limited intermediate that is chemically transformed in the manufacture of other chemicals that, taking into consideration the criteria in paragraph 1 of annex D, do not exhibit the characteristics of persistent organic pollutants. This notification shall include information on total production and use of such chemical or a reasonable estimate of such information and information regarding the nature of the closed-system site-limited process, including the amount of any non-transformed and unintentional trace contamination of the persistent organic pollutant-starting material in the final product. This procedure applies except as otherwise specified in this annex. The Secretariat shall make such notifications available to the Conference of the Parties and to the public. Such production or use shall not be considered a production or use specific exemption. Such production and use shall cease after a ten-year period, unless the Party concerned submits a new notification to the Secretariat, in which case the period will be extended for an additional ten years unless the Conference of the Parties, after a review of the production and use, decides otherwise. The notification procedure can be repeated.
- (iv) All the specific exemptions in this annex may be exercised by Parties that have registered in respect of them in accordance with article 4.

### *Part II*

#### *DDT (1,1,1-trichloro-2,2-bis(4-chlorophenyl)ethane)*

1. The production and use of DDT shall be eliminated except for Parties that have notified the Secretariat of their intention to produce and/or use it. A DDT Register is hereby established and shall be available to the public. The Secretariat shall maintain the DDT Register.

2. Each Party that produces and/or uses DDT shall restrict such production and/or use for disease vector control in accordance with the World Health Organization recommendations and guidelines on the use of DDT and when locally safe, effective and affordable alternatives are not available to the Party in question.

3. In the event that a Party not listed in the DDT Register determines that it requires DDT for disease vector control, it shall notify the Secretariat as soon as possible in order to have its name added forthwith to the DDT Register. It shall at the same time notify the World Health Organization.

4. Every three years, each Party that uses DDT shall provide to the Secretariat and the World Health Organization information on the amount used, the conditions of such use and its relevance to that Party's disease management strategy, in a format to be decided by the Conference of the Parties in consultation with the World Health Organization.

5. With the goal of reducing and ultimately eliminating the use of DDT, the Conference of the Parties shall encourage:

(a) Each Party using DDT to develop and implement an action plan as part of the implementation plan specified in article 7. That action plan shall include:

(i) Development of regulatory and other mechanisms to ensure that DDT use is restricted to disease vector control;

(ii) Implementation of suitable alternative products, methods and strategies, including resistance management strategies to ensure the continuing effectiveness of these alternatives;

(iii) Measures to strengthen health care and to reduce the incidence of the disease;

(b) The Parties, within their capabilities, to promote research and development of safe alternative chemical and non-chemical products, methods and strategies for Parties using DDT, relevant to the conditions of those countries and with the goal of decreasing the human and economic burden of disease. Factors to be promoted when considering alternatives or combinations of alternatives shall include the human health risks and environmental implications of such alternatives. Viable alternatives to DDT shall pose less risk to human health and the environment, be suitable for disease control based on conditions in the Parties in question and be supported with monitoring data.

6. Commencing at its first meeting, and at least every three years thereafter, the Conference of the Parties shall, in consultation with the World Health Organization, evaluate the continued need for DDT for disease vector control on the basis of available scientific, technical, environmental and economic information, including:

(a) The production and use of DDT and the conditions set out in paragraph 2;

(b) The availability, suitability and implementation of the alternatives to DDT; and

(c) Progress in strengthening the capacity of countries to transfer safely to reliance on such alternatives.

7. A Party may, at any time, withdraw its name from the DDT Registry upon written notification to the Secretariat. The withdrawal shall take effect on the date specified in the notification.

## ANNEX C

### Unintentional production

#### *Part I. Persistent organic pollutants subject to the requirements of article 5*

This annex applies to the following persistent organic pollutants when formed and released unintentionally from anthropogenic sources:

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<i>Chemical</i>
Polychlorinated dibenzo-p-dioxins and dibenzofurans (PCDD/PCDF)
Hexachlorobenzene (HCB) (CAS No. 118-74-1)
Polychlorinated biphenyls (PCB)

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#### *Part II. Source categories*

Polychlorinated dibenzo-p-dioxins and dibenzofurans, hexachlorobenzene and polychlorinated biphenyls are unintentionally formed and released from thermal processes involving organic matter and chlorine as a result of incomplete combustion or chemical reactions. The following industrial source categories have the potential for comparatively high formation and release of these chemicals to the environment:

(a) Waste incinerators, including co-incinerators of municipal, hazardous or medical waste or of sewage sludge;

- (b) Cement kilns firing hazardous waste;
- (c) Production of pulp using elemental chlorine or chemicals generating elemental chlorine for bleaching;
- (d) The following thermal processes in the metallurgical industry:
  - (i) Secondary copper production;
  - (ii) Sinter plants in the iron and steel industry;
  - (iii) Secondary aluminium production;
  - (iv) Secondary zinc production.

### *Part III. Source categories*

Polychlorinated dibenzo-p-dioxins and dibenzofurans, hexachlorobenzene and polychlorinated biphenyls may also be unintentionally formed and released from the following source categories, including:

- (a) Open burning of waste, including burning of landfill sites;
- (b) Thermal processes in the metallurgical industry not mentioned in part II;
- (c) Residential combustion sources;
- (d) Fossil fuel-fired utility and industrial boilers;
- (e) Firing installations for wood and other biomass fuels;
- (f) Specific chemical production processes releasing unintentionally formed persistent organic pollutants, especially production of chlorophenols and chloranil;
- (g) Crematoria;
- (h) Motor vehicles, particularly those burning leaded gasoline;
- (i) Destruction of animal carcasses;
- (j) Textile and leather dyeing (with chloranil) and finishing (with alkaline extraction);
- (k) Shredder plants for the treatment of end of life vehicles;
- (l) Smouldering of copper cables;
- (m) Waste oil refineries.

### *Part IV. Definitions*

1. For the purposes of this annex:
  - (a) "Polychlorinated biphenyls" means aromatic compounds formed in such a manner that the hydrogen atoms on the biphenyl molecule (two benzene rings bonded together by a single carbon-carbon bond) may be replaced by up to ten chlorine atoms; and
  - (b) "Polychlorinated dibenzo-p-dioxins" and "polychlorinated dibenzofurans" are tricyclic, aromatic compounds formed by two benzene rings connected by two oxygen atoms in polychlorinated dibenzo-p-dioxins and by one oxygen atom and one carbon-carbon bond in polychlorinated dibenzofurans and the hydrogen atoms of which may be replaced by up to eight chlorine atoms.
2. In this annex, the toxicity of polychlorinated dibenzo-p-dioxins and dibenzofurans is expressed using the concept of toxic equivalency which measures the relative dioxin-like toxic activity of different congeners of polychlorinated dibenzo-p-dioxins and dibenzofurans and coplanar polychlorinated biphenyls in comparison to 2,3,7,8-tetrachlorodibenzo-p-dioxin. The toxic equivalent factor values to be used for the purposes of this Convention shall be consistent with accepted international standards, commencing with the World Health Organization 1998 mammalian toxic equivalent factor values for polychlorinated dibenzo-p-dioxins and dibenzofurans and coplanar polychlorinated biphenyls. Concentrations are expressed in toxic equivalents.

## *Part V. General guidance on best available techniques and best environmental practices*

This part provides general guidance to Parties on preventing or reducing releases of the chemicals listed in part I.

### *A. General prevention measures relating to both best available techniques and best environmental practices*

Priority should be given to the consideration of approaches to prevent the formation and release of the chemicals listed in part I. Useful measures could include:

- (a) The use of low-waste technology;
- (b) The use of less hazardous substances;
- (c) The promotion of the recovery and recycling of waste and of substances generated and used in a process;
- (d) Replacement of feed materials which are persistent organic pollutants or where there is a direct link between the materials and releases of persistent organic pollutants from the source;
- (e) Good housekeeping and preventive maintenance programmes;
- (f) Improvements in waste management with the aim of the cessation of open and other uncontrolled burning of wastes, including the burning of landfill sites. When considering proposals to construct new waste disposal facilities, consideration should be given to alternatives such as activities to minimize the generation of municipal and medical waste, including resource recovery, reuse, recycling, waste separation and promoting products that generate less waste. Under this approach, public health concerns should be carefully considered;
- (g) Minimization of these chemicals as contaminants in products;
- (h) Avoiding elemental chlorine or chemicals generating elemental chlorine for bleaching.

### *B. Best available techniques*

The concept of best available techniques is not aimed at the prescription of any specific technique or technology, but at taking into account the technical characteristics of the installation concerned, its geographical location and the local environmental conditions. Appropriate control techniques to reduce releases of the chemicals listed in part I are in general the same. In determining best available techniques, special consideration should be given, generally or in specific cases, to the following factors, bearing in mind the likely costs and benefits of a measure and consideration of precaution and prevention:

- (a) General considerations:
  - (i) The nature, effects and mass of the releases concerned: techniques may vary depending on source size;
  - (ii) The commissioning dates for new or existing installations;
  - (iii) The time needed to introduce the best available technique;
  - (iv) The consumption and nature of raw materials used in the process and its energy efficiency;
  - (v) The need to prevent or reduce to a minimum the overall impact of the releases to the environment and the risks to it;
  - (vi) The need to prevent accidents and to minimize their consequences for the environment;
  - (vii) The need to ensure occupational health and safety at workplaces;
  - (viii) Comparable processes, facilities or methods of operation which have been tried with success on an industrial scale;
  - (ix) Technological advances and changes in scientific knowledge and understanding;

(b) General release reduction measures: When considering proposals to construct new facilities or significantly modify existing facilities using processes that release chemicals listed in this annex, priority consideration should be given to alternative processes, techniques or practices that have similar usefulness but which avoid the formation and release of such chemicals. In cases where such facilities will be constructed or significantly modified, in addition to the prevention measures outlined in section A of part V, the following reduction measures could also be considered in determining best available techniques:

- (i) Use of improved methods for flue-gas cleaning such as thermal or catalytic oxidation, dust precipitation or adsorption;
- (ii) Treatment of residuals, wastewater, wastes and sewage sludge by, for example, thermal treatment or rendering them inert or chemical processes that detoxify them;
- (iii) Process changes that lead to the reduction or elimination of releases, such as moving to closed systems;
- (iv) Modification of process designs to improve combustion and prevent formation of the chemicals listed in this annex, through the control of parameters such as incineration temperature or residence time.

#### C. Best environmental practices

The Conference of the Parties may develop guidance with regard to best environmental practices.

### ANNEX D

#### Information requirements and screening criteria

1. A Party submitting a proposal to list a chemical in annexes A, B and/or C shall identify the chemical in the manner described in subparagraph (a) and provide the information on the chemical, and its transformation products where relevant, relating to the screening criteria set out in subparagraphs (b) to (e):

(a) *Chemical identity:*

- (i) Names, including trade name or names, commercial name or names and synonyms, Chemical Abstracts Service (CAS) Registry number, International Union of Pure and Applied Chemistry (IUPAC) name; and
- (ii) Structure, including specification of isomers, where applicable, and the structure of the chemical class;

(b) *Persistence:*

- (i) Evidence that the half-life of the chemical in water is greater than two months or that its half-life in soil is greater than six months or that its half-life in sediment is greater than six months; or
- (ii) Evidence that the chemical is otherwise sufficiently persistent to justify its consideration within the scope of this Convention;

(c) *Bio-accumulation:*

- (i) Evidence that the bio-concentration factor or bio-accumulation factor in aquatic species for the chemical is greater than 5,000 or, in the absence of such data, that the log Kow is greater than 5;
- (ii) Evidence that a chemical presents other reasons for concern, such as high bio-accumulation in other species, high toxicity or ecotoxicity; or
- (iii) Monitoring data in biota indicating that the bio-accumulation potential of the chemical is sufficient to justify its consideration within the scope of this Convention;

- (d) *Potential for long-range environmental transport:*
  - (i) Measured levels of the chemical in locations distant from the sources of its release that are of potential concern;
  - (ii) Monitoring data showing that long-range environmental transport of the chemical, with the potential for transfer to a receiving environment, may have occurred via air, water or migratory species; or
  - (iii) Environmental fate properties and/or model results that demonstrate that the chemical has a potential for long-range environmental transport through air, water or migratory species, with the potential for transfer to a receiving environment in locations distant from the sources of its release. For a chemical that migrates significantly through the air, its half-life in air should be greater than two days; and
- (e) *Adverse effects:*
  - (i) Evidence of adverse effects to human health or to the environment that justifies consideration of the chemical within the scope of this Convention; or
  - (ii) Toxicity or ecotoxicity data that indicate the potential for damage to human health or to the environment.

2. The proposing Party shall provide a statement of the reasons for concern including, where possible, a comparison of toxicity or ecotoxicity data with detected or predicted levels of a chemical resulting or anticipated from its long-range environmental transport, and a short statement indicating the need for global control.

3. The proposing Party shall, to the extent possible and taking into account its capabilities, provide additional information to support the review of the proposal referred to in paragraph 6 of article 8. In developing such a proposal, a Party may draw on technical expertise from any source.

## ANNEX E

### Information requirements for the risk profile

The purpose of the review is to evaluate whether the chemical is likely, as a result of its long-range environmental transport, to lead to significant adverse human health and/or environmental effects, such that global action is warranted. For this purpose, a risk profile shall be developed that further elaborates on, and evaluates, the information referred to in annex D and includes, as far as possible, the following types of information:

- (a) Sources, including as appropriate:
  - (i) Production data, including quantity and location;
  - (ii) Uses; and
  - (iii) Releases, such as discharges, losses and emissions;
- (b) Hazard assessment for the endpoint or endpoints of concern, including a consideration of toxicological interactions involving multiple chemicals;
- (c) Environmental fate, including data and information on the chemical and physical properties of a chemical as well as its persistence and how they are linked to its environmental transport, transfer within and between environmental compartments, degradation and transformation to other chemicals. A determination of the bio-concentration factor or bio-accumulation factor, based on measured values, shall be available, except when monitoring data are judged to meet this need;
- (d) Monitoring data;
- (e) Exposure in local areas and, in particular, as a result of long-range environmental transport, and including information regarding bio-availability;
- (f) National and international risk evaluations, assessments or profiles and labelling information and hazard classifications, as available; and
- (g) Status of the chemical under international conventions.



## ANNEX F

### Information on socio-economic considerations

An evaluation should be undertaken regarding possible control measures for chemicals under consideration for inclusion in this Convention, encompassing the full range of options, including management and elimination. For this purpose, relevant information should be provided relating to socio-economic considerations associated with possible control measures to enable a decision to be taken by the Conference of the Parties. Such information should reflect due regard for the differing capabilities and conditions among the Parties and should include consideration of the following indicative list of items:

(a) Efficacy and efficiency of possible control measures in meeting risk reduction goals:

- (i) Technical feasibility; and
- (ii) Costs, including environmental and health costs;

(b) Alternatives (products and processes):

- (i) Technical feasibility;
- (ii) Costs, including environmental and health costs;
- (iii) Efficacy;
- (iv) Risk;
- (v) Availability; and
- (vi) Accessibility;

(c) Positive and/or negative impacts on society of implementing possible control measures:

- (i) Health, including public, environmental and occupational health;
- (ii) Agriculture, including aquaculture and forestry;
- (iii) Biota (biodiversity);
- (iv) Economic aspects;
- (v) Movement towards sustainable development; and
- (vi) Social costs;

(d) Waste and disposal implications (in particular, obsolete stocks of pesticides and clean-up of contaminated sites):

- (i) Technical feasibility; and
- (ii) Cost;

(e) Access to information and public education;

(f) Status of control and monitoring capacity; and

(g) Any national or regional control actions taken, including information on alternatives, and other relevant risk management information.

2. PROTOCOL AGAINST THE ILLICIT MANUFACTURING OF AND TRAFFICKING IN FIREARMS, THEIR PARTS AND COMPONENTS AND AMMUNITION, SUPPLEMENTING THE UNITED NATIONS CONVENTION AGAINST TRANSNATIONAL ORGANIZED CRIME. DONE AT NEW YORK ON 31 MAY 2001<sup>2</sup>

Protocol against the Illicit Manufacturing of and Trafficking in Firearms, Their Parts and Components and Ammunition, supplementing the United Nations Convention against Transnational Organized Crime

PREAMBLE

*The States Parties to this Protocol,*

*Aware* of the urgent need to prevent, combat and eradicate the illicit manufacturing of and trafficking in firearms, their parts and components and ammunition, owing to the harmful effects of those activities on the security of each State, region and the world as a whole, endangering the well-being of peoples, their social and economic development and their right to live in peace,

*Convinced*, therefore, of the necessity for all States to take all appropriate measures to this end, including international cooperation and other measures at the regional and global levels,

*Recalling* General Assembly resolution 53/111 of 9 December 1998, in which the Assembly decided to establish an open-ended intergovernmental ad hoc committee for the purpose of elaborating a comprehensive international convention against transnational organized crime and of discussing the elaboration of, inter alia, an international instrument combating the illicit manufacturing of and trafficking in firearms, their parts and components and ammunition,

*Bearing in mind* the principle of equal rights and self-determination of peoples, as enshrined in the Charter of the United Nations and the Declaration on Principles of International Law concerning Friendly Relations and Cooperation among States in accordance with the Charter of the United Nations,<sup>3</sup>

*Convinced* that supplementing the United Nations Convention against Transnational Organized Crime with an international instrument against the illicit manufacturing of and trafficking in firearms, their parts and components and ammunition will be useful in preventing and combating those crimes,

*Have agreed as follows:*

I. GENERAL PROVISIONS

*Article 1*

RELATION WITH THE UNITED NATIONS CONVENTION AGAINST  
TRANSNATIONAL ORGANIZED CRIME

1. This Protocol supplements the United Nations Convention against Transnational Organized Crime. It shall be interpreted together with the Convention.

2. The provisions of the Convention shall apply, *mutatis mutandis*, to this Protocol unless otherwise provided herein.

3. The offences established in accordance with article 5 of this Protocol shall be regarded as offences established in accordance with the Convention.

### *Article 2*

#### STATEMENT OF PURPOSE

The purpose of this Protocol is to promote, facilitate and strengthen cooperation among States Parties in order to prevent, combat and eradicate the illicit manufacturing of and trafficking in firearms, their parts and components and ammunition.

### *Article 3*

#### USE OF TERMS

For the purposes of this Protocol:

(a) “Firearm” shall mean any portable barrelled weapon that expels, is designed to expel or may be readily converted to expel a shot, bullet or projectile by the action of an explosive, excluding antique firearms or their replicas. Antique firearms and their replicas shall be defined in accordance with domestic law. In no case, however, shall antique firearms include firearms manufactured after 1899;

(b) “Parts and components” shall mean any element or replacement element specifically designed for a firearm and essential to its operation, including a barrel, frame or receiver, slide or cylinder, bolt or breech block, and any device designed or adapted to diminish the sound caused by firing a firearm;

(c) “Ammunition” shall mean the complete round or its components, including cartridge cases, primers, propellant powder, bullets or projectiles, that are used in a firearm, provided that those components are themselves subject to authorization in the respective State Party;

(d) “Illicit manufacturing” shall mean the manufacturing or assembly of firearms, their parts and components or ammunition:

- (i) From parts and components illicitly trafficked;
- (ii) Without a licence or authorization from a competent authority of the State Party where the manufacture or assembly takes place; or
- (iii) Without marking the firearms at the time of manufacture, in accordance with article 8 of this Protocol;

Licensing or authorization of the manufacture of parts and components shall be in accordance with domestic law;

(e) “Illicit trafficking” shall mean the import, export, acquisition, sale, delivery, movement or transfer of firearms, their parts and components and ammunition from or across the territory of one State Party to that of another State Party if any one of the States Parties concerned does not authorize it in accordance with the terms of this Protocol or if the firearms are not marked in accordance with article 8 of this Protocol;

(f) “Tracing” shall mean the systematic tracking of firearms and, where possible, their parts and components and ammunition from manufacturer to purchaser for the purpose of assisting the competent authorities of States Parties in detecting, investigating and analysing illicit manufacturing and illicit trafficking.

#### *Article 4*

##### SCOPE OF APPLICATION

1. This Protocol shall apply, except as otherwise stated herein, to the prevention of illicit manufacturing of and trafficking in firearms, their parts and components and ammunition and to the investigation and prosecution of offences established in accordance with article 5 of this Protocol where those offences are transnational in nature and involve an organized criminal group.

2. This Protocol shall not apply to State-to-State transactions or to State transfers in cases where the application of the Protocol would prejudice the right of a State Party to take action in the interest of national security consistent with the Charter of the United Nations.

#### *Article 5*

##### CRIMINALIZATION

1. Each State Party shall adopt such legislative and other measures as may be necessary to establish as criminal offences the following conduct, when committed intentionally:

- (a) Illicit manufacturing of firearms, their parts and components and ammunition;
- (b) Illicit trafficking in firearms, their parts and components and ammunition;
- (c) Falsifying or illicitly obliterating, removing or altering the marking(s) on firearms required by article 8 of this Protocol.

2. Each State Party shall also adopt such legislative and other measures as may be necessary to establish as criminal offences the following conduct:

- (a) Subject to the basic concepts of its legal system, attempting to commit or participating as an accomplice in an offence established in accordance with paragraph 1 of this article; and
- (b) Organizing, directing, aiding, abetting, facilitating or counselling the commission of an offence established in accordance with paragraph 1 of this article.

#### *Article 6*

##### CONFISCATION, SEIZURE AND DISPOSAL

1. Without prejudice to article 12 of the Convention, States Parties shall adopt, to the greatest extent possible within their domestic legal systems, such measures as may be necessary to enable confiscation of firearms, their parts and components and ammunition that have been illicitly manufactured or trafficked.

2. States Parties shall adopt, within their domestic legal systems, such measures as may be necessary to prevent illicitly manufactured and trafficked firearms, parts and components and ammunition from falling into the hands of unauthorized persons by seizing and destroying such firearms, their parts and components and ammunition unless other disposal has been officially authorized, provided that the firearms have been marked and the methods of disposal of those firearms and ammunition have been recorded.

## II. PREVENTION

### *Article 7*

#### RECORD-KEEPING

Each State Party shall ensure the maintenance, for not less than ten years, of information in relation to firearms and, where appropriate and feasible, their parts and components and ammunition that is necessary to trace and identify those firearms and, where appropriate and feasible, their parts and components and ammunition which are illicitly manufactured or trafficked and to prevent and detect such activities. Such information shall include:

(a) The appropriate markings required by article 8 of this Protocol;

(b) In cases involving international transactions in firearms, their parts and components and ammunition, the issuance and expiration dates of the appropriate licences or authorizations, the country of export, the country of import, the transit countries, where appropriate, and the final recipient and the description and quantity of the articles.

### *Article 8*

#### MARKING OF FIREARMS

1. For the purpose of identifying and tracing each firearm, States Parties shall:

(a) At the time of manufacture of each firearm, either require unique marking providing the name of the manufacturer, the country or place of manufacture and the serial number or maintain any alternative unique user-friendly marking with simple geometric symbols in combination with a numeric and/or alphanumeric code, permitting ready identification by all States of the country of manufacture;

(b) Require appropriate simple marking on each imported firearm, permitting identification of the country of import and, where possible, the year of import and enabling the competent authorities of that country to trace the firearm, and a unique marking, if the firearm does not bear such a marking. The requirements of this subparagraph need not be applied to temporary imports of firearms for verifiable lawful purposes;

(c) Ensure, at the time of transfer of a firearm from government stocks to permanent civilian use, the appropriate unique marking permitting identification by all States Parties of the transferring country.

2. States Parties shall encourage the firearms manufacturing industry to develop measures against the removal or alteration of markings.

### *Article 9*

#### DEACTIVATION OF FIREARMS

A State Party that does not recognize a deactivated firearm as a firearm in accordance with its domestic law shall take the necessary measures, including the establishment of specific offences if appropriate, to prevent the illicit reactivation of deactivated firearms, consistent with the following general principles of deactivation:

(a) All essential parts of a deactivated firearm are to be rendered permanently inoperable and incapable of removal, replacement or modification in a manner that would permit the firearm to be reactivated in any way;

(b) Arrangements are to be made for deactivation measures to be verified, where appropriate, by a competent authority to ensure that the modifications made to a firearm render it permanently inoperable;

(c) Verification by a competent authority is to include a certificate or record attesting to the deactivation of the firearm or a clearly visible mark to that effect stamped on the firearm.

#### *Article 10*

##### GENERAL REQUIREMENTS FOR EXPORT, IMPORT AND TRANSIT LICENSING OR AUTHORIZATION SYSTEMS

1. Each State Party shall establish or maintain an effective system of export and import licensing or authorization, as well as of measures on international transit, for the transfer of firearms, their parts and components and ammunition.

2. Before issuing export licences or authorizations for shipments of firearms, their parts and components and ammunition, each State Party shall verify:

(a) That the importing States have issued import licences or authorizations; and

(b) That, without prejudice to bilateral or multilateral agreements or arrangements favouring landlocked States, the transit States have, at a minimum, given notice in writing, prior to shipment, that they have no objection to the transit.

3. The export and import licence or authorization and accompanying documentation together shall contain information that, at a minimum, shall include the place and the date of issuance, the date of expiration, the country of export, the country of import, the final recipient, a description and the quantity of the firearms, their parts and components and ammunition and, whenever there is transit, the countries of transit. The information contained in the import licence must be provided in advance to the transit States.

4. The importing State Party shall, upon request, inform the exporting State Party of the receipt of the dispatched shipment of firearms, their parts and components or ammunition.

5. Each State Party shall, within available means, take such measures as may be necessary to ensure that licensing or authorization procedures are secure and that the authenticity of licensing or authorization documents can be verified or validated.

6. States Parties may adopt simplified procedures for the temporary import and export and the transit of firearms, their parts and components and ammunition for verifiable lawful purposes such as hunting, sport shooting, evaluation, exhibitions or repairs.

#### *Article 11*

##### SECURITY AND PREVENTIVE MEASURES

In an effort to detect, prevent and eliminate the theft, loss or diversion of, as well as the illicit manufacturing of and trafficking in, firearms, their parts and components and ammunition, each State Party shall take appropriate measures:

(a) To require the security of firearms, their parts and components and ammunition at the time of manufacture, import, export and transit through its territory; and

(b) To increase the effectiveness of import, export and transit controls, including, where appropriate, border controls, and of police and customs transborder cooperation.

### *Article 12*

#### INFORMATION

1. Without prejudice to articles 27 and 28 of the Convention, States Parties shall exchange among themselves, consistent with their respective domestic legal and administrative systems, relevant case-specific information on matters such as authorized producers, dealers, importers, exporters and, whenever possible, carriers of firearms, their parts and components and ammunition.

2. Without prejudice to articles 27 and 28 of the Convention, States Parties shall exchange among themselves, consistent with their respective domestic legal and administrative systems, relevant information on matters such as:

(a) Organized criminal groups known to take part or suspected of taking part in the illicit manufacturing of or trafficking in firearms, their parts and components and ammunition;

(b) The means of concealment used in the illicit manufacturing of or trafficking in firearms, their parts and components and ammunition and ways of detecting them;

(c) Methods and means, points of dispatch and destination and routes customarily used by organized criminal groups engaged in illicit trafficking in firearms, their parts and components and ammunition; and

(d) Legislative experiences and practices and measures to prevent, combat and eradicate the illicit manufacturing of and trafficking in firearms, their parts and components and ammunition.

3. States Parties shall provide to or share with each other, as appropriate, relevant scientific and technological information useful to law enforcement authorities in order to enhance each other's abilities to prevent, detect and investigate the illicit manufacturing of and trafficking in firearms, their parts and components and ammunition and to prosecute the persons involved in those illicit activities.

4. States Parties shall cooperate in the tracing of firearms, their parts and components and ammunition that may have been illicitly manufactured or trafficked. Such cooperation shall include the provision of prompt responses to requests for assistance in tracing such firearms, their parts and components and ammunition, within available means.

5. Subject to the basic concepts of its legal system or any international agreements, each State Party shall guarantee the confidentiality of and comply with any restrictions on the use of information that it receives from another State Party pursuant to this article, including proprietary information pertaining to commercial transactions, if requested to do so by the State Party providing the information. If such confidentiality cannot be maintained, the State Party that provided the information shall be notified prior to its disclosure.

### *Article 13*

#### COOPERATION

1. States Parties shall cooperate at the bilateral, regional and international levels to prevent, combat and eradicate the illicit manufacturing of and trafficking in firearms, their parts and components and ammunition.

2. Without prejudice to article 18, paragraph 13, of the Convention, each State Party shall identify a national body or a single point of contact to act as liaison between it and other States Parties on matters relating to this Protocol.

3. States Parties shall seek the support and cooperation of manufacturers, dealers, importers, exporters, brokers and commercial carriers of firearms, their parts and components and ammunition to prevent and detect the illicit activities referred to in paragraph 1 of this article.

#### *Article 14*

### TRAINING AND TECHNICAL ASSISTANCE

States Parties shall cooperate with each other and with relevant international organizations, as appropriate, so that States Parties may receive, upon request, the training and technical assistance necessary to enhance their ability to prevent, combat and eradicate the illicit manufacturing of and trafficking in firearms, their parts and components and ammunition, including technical, financial and material assistance in those matters identified in articles 29 and 30 of the Convention.

#### *Article 15*

### BROKERS AND BROKERING

1. With a view to preventing and combating illicit manufacturing of and trafficking in firearms, their parts and components and ammunition, States Parties that have not yet done so shall consider establishing a system for regulating the activities of those who engage in brokering. Such a system could include one or more measures such as:

- (a) Requiring registration of brokers operating within their territory;
- (b) Requiring licensing or authorization of brokering; or
- (c) Requiring disclosure on import and export licences or authorizations or accompanying documents, of the names and locations of brokers involved in the transaction.

2. States Parties that have established a system of authorization regarding brokering as set forth in paragraph 1 of this article are encouraged to include information on brokers and brokering in their exchanges of information under article 12 of this Protocol and to retain records regarding brokers and brokering in accordance with article 7 of this Protocol.

## III. FINAL PROVISIONS

#### *Article 16*

### SETTLEMENT OF DISPUTES

1. States Parties shall endeavour to settle disputes concerning the interpretation or application of this Protocol through negotiation.

2. Any dispute between two or more States Parties concerning the interpretation or application of this Protocol that cannot be settled through negotiation within a reasonable time shall, at the request of one of those States Parties, be submitted to arbitration. If, six months after the date of the request for arbitration, those States Parties are unable to agree on the organization of the arbitration, any one of those States Parties may refer the dispute to the International Court of Justice by request in accordance with the Statute of the Court.



3. Each State Party may, at the time of signature, ratification, acceptance or approval of or accession to this Protocol, declare that it does not consider itself bound by paragraph 2 of this article. The other States Parties shall not be bound by paragraph 2 of this article with respect to any State Party that has made such a reservation.

4. Any State Party that has made a reservation in accordance with paragraph 3 of this article may at any time withdraw that reservation by notification to the Secretary-General of the United Nations.

#### *Article 17*

##### SIGNATURE, RATIFICATION, ACCEPTANCE, APPROVAL AND ACCESSION

1. This Protocol shall be open to all States for signature at United Nations Headquarters in New York from the thirtieth day after its adoption by the General Assembly until 12 December 2002.

2. This Protocol shall also be open for signature by regional economic integration organizations provided that at least one member State of such organization has signed this Protocol in accordance with paragraph 1 of this article.

3. This Protocol is subject to ratification, acceptance or approval. Instruments of ratification, acceptance or approval shall be deposited with the Secretary-General of the United Nations. A regional economic integration organization may deposit its instrument of ratification, acceptance or approval if at least one of its member States has done likewise. In that instrument of ratification, acceptance or approval, such organization shall declare the extent of its competence with respect to the matters governed by this Protocol. Such organization shall also inform the depositary of any relevant modification in the extent of its competence.

4. This Protocol is open for accession by any State or any regional economic integration organization of which at least one member State is a Party to this Protocol. Instruments of accession shall be deposited with the Secretary-General of the United Nations. At the time of its accession, a regional economic integration organization shall declare the extent of its competence with respect to matters governed by this Protocol. Such organization shall also inform the depositary of any relevant modification in the extent of its competence.

#### *Article 18*

##### ENTRY INTO FORCE

1. This Protocol shall enter into force on the ninetieth day after the date of deposit of the fortieth instrument of ratification, acceptance, approval or accession, except that it shall not enter into force before the entry into force of the Convention. For the purpose of this paragraph, any instrument deposited by a regional economic integration organization shall not be counted as additional to those deposited by member States of such organization.

2. For each State or regional economic integration organization ratifying, accepting, approving or acceding to this Protocol after the deposit of the fortieth instrument of such action, this Protocol shall enter into force on the thirtieth day after the date of deposit by such State or organization of the relevant instrument or on the date this Protocol enters into force pursuant to paragraph 1 of this article, whichever is the later.

*Article 19*

AMENDMENT

1. After the expiry of five years from the entry into force of this Protocol, a State Party to the Protocol may propose an amendment and file it with the Secretary-General of the United Nations, who shall thereupon communicate the proposed amendment to the States Parties and to the Conference of the Parties to the Convention for the purpose of considering and deciding on the proposal. The States Parties to this Protocol meeting at the Conference of the Parties shall make every effort to achieve consensus on each amendment. If all efforts at consensus have been exhausted and no agreement has been reached, the amendment shall, as a last resort, require for its adoption a two-thirds majority vote of the States Parties to this Protocol present and voting at the meeting of the Conference of the Parties.

2. Regional economic integration organizations, in matters within their competence, shall exercise their right to vote under this article with a number of votes equal to the number of their member States that are Parties to this Protocol. Such organizations shall not exercise their right to vote if their member States exercise theirs and vice versa.

3. An amendment adopted in accordance with paragraph 1 of this article is subject to ratification, acceptance or approval by States Parties.

4. An amendment adopted in accordance with paragraph 1 of this article shall enter into force in respect of a State Party ninety days after the date of the deposit with the Secretary-General of the United Nations of an instrument of ratification, acceptance or approval of such amendment.

5. When an amendment enters into force, it shall be binding on those States Parties which have expressed their consent to be bound by it. Other States Parties shall still be bound by the provisions of this Protocol and any earlier amendments that they have ratified, accepted or approved.

*Article 20*

DENUNCIATION

1. A State Party may denounce this Protocol by written notification to the Secretary-General of the United Nations. Such denunciation shall become effective one year after the date of receipt of the notification by the Secretary-General.

2. A regional economic integration organization shall cease to be a Party to this Protocol when all of its member States have denounced it.

*Article 21*

DEPOSITARY AND LANGUAGES

1. The Secretary-General of the United Nations is designated depositary of this Protocol.

2. The original of this Protocol, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations.

IN WITNESS WHEREOF, the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Protocol.

3. AGREEMENT ON SUCCESSION ISSUES.  
DONE AT VIENNA ON 29 JUNE 2001<sup>4</sup>

Agreement on Succession Issues

Bosnia and Herzegovina, the Republic of Croatia, the Republic of Macedonia, the Republic of Slovenia and the Federal Republic of Yugoslavia, being in sovereign equality the five successor States to the former Socialist Federal Republic of Yugoslavia,

*Mindful* of the need, in the interests of all successor States and their citizens and in the interests of stability in the region and their mutual good relations, to resolve questions of State succession arising upon the break-up of the former Socialist Federal Republic of Yugoslavia,

*Having held* discussions and negotiations under the auspices of the International Conference on the Former Yugoslavia and the High Representative with a view to identifying and determining the equitable distribution among themselves of rights, obligations, assets and liabilities of the former Socialist Federal Republic of Yugoslavia,

*Acting* within the framework of the mandate given to the High Representative by the Decision of the Peace Implementation Conference held in London on 8 and 9 December 1995, and in the light of agreements between the successor States and the declarations adopted by the Peace Implementation Council and its Steering Board,

*Bearing in mind* the acknowledgement by the Security Council in its resolution 1022 (1995) of the desirability of a consensual solution to outstanding succession issues,

*Confirming* the decision reached on 10 April 2001 concerning the distribution of the former Socialist Federal Republic of Yugoslavia assets held at the Bank for International Settlements (the text of which decision is appended to this Agreement),

*Demonstrating* their readiness to cooperate in resolving outstanding succession issues in accordance with international law,

*Have agreed as follows:*

*Article 1*

For the purposes of this Agreement “SFRY” means the former Socialist Federal Republic of Yugoslavia.

*Article 2*

Each successor State acknowledges the principle that it must at all times take the necessary measures to prevent loss, damage or destruction to State archives, State property and assets of the SFRY in which, in accordance with the provisions of this Agreement, one or more of the other successor States have an interest.

*Article 3*

The annexes listed below set out the terms on which the subject matter of each annex is settled:

Annex A: Movable and immovable property;

- Annex B: Diplomatic and consular properties;
- Annex C: Financial assets and liabilities (other than those dealt with in the appendix to this Agreement);
- Annex D: Archives;
- Annex E: Pensions;
- Annex F: Other rights, interests, and liabilities;
- Annex G: Private property and acquired rights.

#### *Article 4*

1. A Standing Joint Committee of senior representatives of each successor State, who may be assisted by experts, is hereby established.

2. This Committee shall have as its principal tasks the monitoring of the effective implementation of this Agreement and serving as a forum in which issues arising in the course of its implementation may be discussed. The Committee may as necessary make appropriate recommendations to the Governments of the successor States.

3. The first formal meeting of the Standing Joint Committee shall be convened, at the initiative of the Government of the Republic of Macedonia, within two months of the entry into force of this Agreement. The Committee may meet informally, and on a provisional basis, at any times convenient to the successor States after the signature of this Agreement.

4. The Committee shall establish its own rules of procedure.

#### *Article 5*

1. Differences which may arise over the interpretation and application of this Agreement shall, in the first place, be resolved in discussion among the States concerned.

2. If the differences cannot be resolved in such discussions within one month of the first communication in the discussion, the States concerned shall either:

(a) Refer the matter to an independent person of their choice, with a view to obtaining a speedy and authoritative determination of the matter which shall be respected and which may, as appropriate, indicate specific time limits for actions to be taken; or

(b) Refer the matter to the Standing Joint Committee established by article 4 of this Agreement for resolution.

3. Differences which may arise in practice over the interpretation of the terms used in this Agreement or in any subsequent agreement called for in implementation of the annexes to this Agreement may, additionally, be referred at the initiative of any State concerned to binding expert solution, conducted by a single expert (who shall not be a national of any party to this Agreement) to be appointed by agreement between the parties in dispute or, in the absence of agreement, by the President of the Court of Conciliation and Arbitration within the Organization for Security and Cooperation in Europe. The expert shall determine all questions of procedure, after consulting the parties seeking such expert solution if the expert considers it appropriate to do so, with the firm intention of securing a speedy and effective resolution of the difference.

4. The procedure provided for in paragraph 3 of this article shall be strictly limited to the interpretation of terms used in the agreements in question and shall in no circumstances permit the expert to determine the practical application of any of those agreements. In particular the procedure referred to shall not apply to:

- (a) The appendix to this Agreement;
- (b) Articles 1, 3 and 4 of annex B;
- (c) Articles 4 and 5 (1) of annex C;
- (d) Article 6 of annex D.

5. Nothing in the preceding paragraphs of this article shall affect the rights or obligations of the Parties to the present Agreement under any provision in force binding them with regard to the settlement of disputes.

#### *Article 6*

The annexes to this Agreement and the appendices to the Agreement and annexes are an integral part of the Agreement.

#### *Article 7*

This Agreement, together with any subsequent agreements called for in implementation of the annexes to this Agreement, finally settles the mutual rights and obligations of the successor States in respect of succession issues covered by this Agreement. The fact that it does not deal with certain other non-succession matters is without prejudice to the rights and obligations of the States Parties to this Agreement in relation to those other matters.

#### *Article 8*

Each successor State, on the basis of reciprocity, shall take the necessary measures in accordance with its internal law to ensure that the provisions of this Agreement are recognized and effective in its courts, administrative tribunals and agencies, and that the other successor States and their nationals have access to those courts, tribunals and agencies to secure the implementation of this Agreement.

#### *Article 9*

This Agreement shall be implemented by the successor States in good faith in conformity with the Charter of the United Nations and in accordance with international law.

#### *Article 10*

No reservations may be made to this Agreement.

#### *Article 11*

1. This Agreement shall be subject to ratification.
2. Instruments of ratification shall be lodged as soon as possible with the depositary identified in article 13 of this Agreement. The depositary shall inform the successor States and the Office of the High Representative of the date of deposit of each instrument of ratification.

#### *Article 12*

1. This Agreement shall enter into force thirty days after the deposit of the fifth instrument of ratification. The depositary shall notify the successor States and the Office of the High Representative of the date of entry into force.

2. Notwithstanding paragraph 1 of this article, article 4 (3) of this Agreement, article 5 of annex A, articles 1 and 5-6 of annex B, and article 6 of, and the appendix to, annex C, shall be provisionally applied after the date of signature of this Agreement, in accordance with their terms.

### *Article 13*

1. One original copy of this Agreement shall be deposited by the High Representative with the Secretary-General of the United Nations, who shall act as depositary.

2. The depositary shall, upon entry into force of this Agreement, ensure its registration in accordance with Article 102 of the Charter of the United Nations.

DONE at Vienna on 29 June 2001 in seven originals in the English language, one to be retained by each successor State, one by the Office of the High Representative, and one to be deposited with the depositary.

For Bosnia and Herzegovina:

[Signature]

Zlatko LAGUMDIJA

For the Republic of Croatia:

[Signature]

Tonino PICULA

For the Republic of Macedonia:

[Signature]

Ilija FILIPOVSKI

For the Republic of Slovenia:

[Signature]

Dimitrij RUPEL

For the Federal Republic of Yugoslavia:

[Signature]

Goran SLIVANOVIC

## **APPENDIX TO AGREEMENT ON SUCCESSION ISSUES**

### ***BIS assets***

1. The five delegations participating as equal successor States in the negotiations to resolve issues of succession arising upon the break-up of the SFRY have agreed (further to arrangements previously made on behalf of the National Banks of the successor States) that the former SFRY's assets (gold and other reserves, and shares) held at the Bank for International Settlements shall be divided between them in the following proportions:

Bosnia and Herzegovina . . . . .	13.20%
Croatia . . . . .	28.49%
Macedonia . . . . .	5.40%
Slovenia . . . . .	16.39%
Federal Republic of Yugoslavia . . . . .	36.52%

2. The agreement of the five delegations to the foregoing distribution is given on the basis of the understandings reached at the meetings held on 21-23 February and 9-10 April 2001 and is entirely without prejudice to what may be agreed as regards the distribution of any other assets.

Brussels, 10 April 2001

## ANNEX A

### Movable and immovable property

#### *Article 1*

1. In order to achieve an equitable solution, the movable and immovable State property of the federation constituted as the SFRY ("State property") shall pass to the successor States in accordance with the provisions of the following articles of this annex.

2. Other proprietary rights and interests of the SFRY are covered by annex F to this Agreement.

3. Private property and acquired rights of citizens and other legal persons of the SFRY are covered by annex G to this Agreement.

#### *Article 2*

1. Immovable State property of the SFRY which was located within the territory of the SFRY shall pass to the successor State on whose territory that property is situated.

2. The successor States shall use their best endeavours to assist each other with the exercise of their diplomatic and consular activities by the provision of suitable properties in their respective territories.

#### *Article 3*

1. Tangible movable State property of the SFRY which was located within the territory of the SFRY shall pass to the successor State on whose territory that property was situated on the date on which it proclaimed independence.

2. Paragraph 1 of this article does not apply to tangible movable State property of great importance to the cultural heritage of one of the successor States and which originated from the territory of that State, such as: works of art; manuscripts, books and other objects of artistic, historical or archaeological interest to that State; and scientific collections and important collections of books or archives which shall pass to that State. Such property shall be identified by the successor State concerned as soon as possible, but not later than two years after the entry into force of this Agreement.

3. If SFRY State tangible movable property (other than military property) which has passed to one of the successor States in accordance with paragraph 1 of this article has been removed without authorization from its territory by another successor State, the latter State shall ensure its return as soon as possible or pay full compensation for such removal.

#### *Article 4*

1. Notwithstanding paragraph 1 of article 3 of this annex, tangible movable State property of the SFRY which formed part of the military property of that State shall be the subject of special arrangements to be agreed among the successor States concerned.

2. In relation to tangible movable and immovable property of the former Yugoslav National Army used for civilian purposes, the arrangements referred to in paragraph 1 of this article will acknowledge the relevance of articles 2 (1) and 3 (1) of this annex.

#### *Article 5*

1. A Joint Committee on Succession to Movable and Immovable Property shall be established by the successor States, which shall ensure the proper implementation of the provisions of this annex applicable to tangible movable and immovable property (other than military property) and the resolution of any problems which might arise in the course of their application.

2. The Joint Committee shall commence its work within three months of the signature of this Agreement.

*Article 6*

It shall be for the successor State on whose territory immovable and tangible movable property is situated to determine, for the purposes of this annex, whether that property was State property of the SFRY in accordance with international law.

*Article 7*

Where pursuant to this annex property passes to one of the successor States, its title to and rights in respect of that property shall be treated as having arisen on the date on which it proclaimed independence, and any other successor State's title to and rights in respect of the property shall be treated as extinguished from that date.

*Article 8*

1. Where tangible movable and immovable State property of the SFRY passes to a successor State in accordance with articles 1 to 3 of this annex, that property shall not be subject to valuation for the purposes of this Agreement, and no compensation shall be payable in respect of the passing of that property to the successor State in question.

2. However, should any successor State consider that the application of articles 1 to 3 of this annex results in a significantly unequal distribution of SFRY State property (other than military property) among the successor States, that State may raise the matter in the Joint Committee established pursuant to article 5 of this annex. The Joint Committee, acting unanimously, may take such action as it considers appropriate in the circumstances.

*Article 9*

The provisions of this annex are without prejudice to the provisions of annexes B and D concerning diplomatic and consular properties, and archives.

**ANNEX B**

**Diplomatic and consular properties**

*Article 1*

1. As an interim and partial distribution of SFRY diplomatic and consular properties, the successor States have selected the following properties for allocation to each of them:

Bosnia and Herzegovina . . . . .	London (Embassy)
Croatia . . . . .	Paris (Embassy)
Macedonia . . . . .	Paris (Consulate General)
Slovenia . . . . .	Washington (Embassy)
Federal Republic of Yugoslavia . . . . .	Paris (Residence)

2. Any action which may be necessary to enable each successor State to enter into possession of the property allocated to it shall be completed within six months of the date of signature of this Agreement.

*Article 2*

1. SFRY diplomatic and consular properties shall be distributed in kind (i.e. as properties) rather than by way of monetary payments.

2. In that distribution, Bosnia and Herzegovina and Macedonia are receiving a greater share than they would receive under the International Monetary Fund key, or any other more favourable criterion for Bosnia and Herzegovina and Macedonia for the distribution of such properties.



*Article 3*

Diplomatic and consular properties other than those acquired by States in accordance with article 1 of this annex shall be distributed in such a way that the total and final distribution in kind of diplomatic and consular properties (including those acquired in accordance with article 1) reflects as closely as possible the following proportions by value for each State:

Bosnia and Herzegovina . . . . .	15%
Croatia . . . . .	23.5%
Macedonia . . . . .	8%
Slovenia . . . . .	14%
Federal Republic of Yugoslavia . . . . .	39.5%

*Article 4*

1. SFRY diplomatic and consular properties are set out in the list appended to this annex. That list groups properties according to their geographical regions. Each successor State shall, within each geographical region, be entitled to its proportionate share as set out in article 3.

2. The distribution of properties shall be by agreement between the five States. To the extent that agreement on the distribution of properties cannot be reached, the successor States shall adopt a procedure whereby any property selected by only one State will be acquired by that State, and where two or more States have selected the same property, those States will consult together as to which of them will acquire that property.

3. The basis for the proportionate distribution of properties is the valuation in the “Report dated 31 December 1992 on the valuation of the assets and liabilities of the former Socialist Federal Republic of Yugoslavia as at 31 December 1990”.

4. Movable State property of the SFRY which forms part of the contents of diplomatic or consular properties shall pass to whichever successor State acquires the diplomatic or consular properties in question.

5. Movable State property of the SFRY which forms part of the contents of diplomatic and consular properties and which is of great importance to the cultural heritage of one of the successor States shall pass to that State.

*Article 5*

The successor States shall establish a Joint Committee composed of an equal number of representatives from each State to ensure the effective implementation of articles 3 and 4 of this annex. The functions of the Joint Committee shall include:

- (a) Verifying and as necessary amending the list referred to in article 4 (1);
- (b) Assessing the legal status of each property, its physical condition, and any financial liabilities attaching to it; and
- (c) Considering the valuation of property as the need arises.

*Article 6*

The Joint Committee shall commence its work on a provisional basis within three months of the date of signature of this Agreement.

*Article 7*

Whichever successor State is in a position to maintain and keep under repair any diplomatic or consular properties of the SFRY shall take the necessary steps to that end, bearing in mind in particular

- (a) The principle that it must at all times take the necessary measures to prevent loss or damage to or destruction of such properties, and
- (b) The requirement to pay compensation for any loss, damage or destruction resulting from failure to take such action.

APPENDIX TO ANNEX B

OECD

No.	State	Type of facility	Address	Total area in sq. m.	Floor area in sq. m.	Facility valued at	Land valued at	Comment	Legal status
1	AUSTRALIA	Embassy	11 Nuyt's Street P.O. Box 3161 MANUKA, A.C.T. 2603 CANNBERRA, Australia	1 205	545	\$1.6		99-year lease from 14 September 1965	Ownership
2	AUSTRALIA	Consulate General	CONSULATE GENERAL OF THE FR OF YUGOSLAVIA 12, Trelawney Street Woolahra N.S.W. 201 SYDNEY, Australia	2 040	616	\$3.3			Ownership
3	AUSTRALIA	Residence	31 Fishburn Street Red Hill A.C.T. 2603 CANNBERRA, Australia	1 416	516	\$1.3		99-year lease from 14 September 1965	Ownership
4	AUSTRALIA	Land	31 Fishburn Street Red Hill A.C.T. 2603 CANNBERRA, Australia	1 416			\$0.8	99-year lease from 14 September 1965	Ownership
5	AUSTRIA	Embassy	BOTSCHAFT DER BR JUGOSLAWIEN Renveg 3 1030 WIEN III, Osterreich	500	1 300	\$2.7			Ownership
6	AUSTRIA	Consulate General	Radetzkystrasse 26 9020 CELOVEC, Osterreich	1 088	744	\$0.8		Possessed by Slovenia	Ownership

## OECD

<i>No.</i>	<i>State</i>	<i>Type of facility</i>	<i>Address</i>	<i>Total area in sq. m.</i>	<i>Floor area in sq. m.</i>	<i>Facility valued at</i>	<i>Land valued at</i>	<i>Comment</i>	<i>Legal status</i>
7	AUSTRIA	Residence	Heuberggasse 10 1170 WIEN XVII, Österreich	3 715	523	\$1.8		Possessed by Croatia	Ownership
8	BELGIQUE	Embassy	AMBASSADE DE LA RF DE YUGOSLAVIE 11, Avenue Emile de Mot 1050 BRUXELLES, Belgique	678	1 560	\$3.5			Ownership
9	CZECH Republic	Embassy	AMBASSADE DE LA RF DE YUGOSLAVIE Mostecka 15 11800 PRAGUE 1	1 038	2 722	\$2.6			Ownership
10	DENMARK	Embassy	EMBASSY OF THE FR OF YUGOSLAVIA Svanevaeget 36 2100 COPENHAGEN, Danemark	3 421	306	\$0.6			Ownership
11	FINLAND	Embassy	EMBASSY OF THE FR OF YUGOSLAVIA Kulosaaentie 36 00570 HELSINKI 57, Finland	1 200	540	\$1.3			Ownership
12	FINLAND	Residence	Bomansorintie 13 00570 HELSINKI 57, Finland	1 040	322	\$0.4			Ownership

13	FRANCE	Embassy	AMBASSADE DE LA RF DE YUGOSLAVIE 54, Rue de la Faisanderie 75116 PARIS, France	260	1 658	\$14.1	Ownership
14	FRANCE	Consulate	5, Rue de la Faisanderie 75116 PARIS, France	384	809	\$6.5	Ownership
15	FRANCE	Residence	1, Boulevard Delessert 75116 PARIS, France	1 493	2 740	\$11.4	Ownership
16	GREECE	Embassy/ Residence and Consu- late	AMBASSADE DE LA RF DE YUGOSLAVIE 106 Vassilissis Sofias ATHENES, Greece	3 525	1 688	\$4.8	Ownership
17	GREECE	Consulate General	CONSULAT GENERAL DE LA RF DE YUGOSLAVIE Kornino 4 THESALONIKI, Greece	273	400	\$0.9	Kingdom of Serbia
18	ITALY	Embassy	AMBASCIATA DELLA RF DI JUGOSLAVIA Via dei Monti Parioli 20 00197 ROMA, Italia	2 817	2 035	\$6.9	Ownership
19	ITALY	Consulate General	CONSOLATO DELLA RF DI JUGOSLAVIA Via Matilde Serao 1 20144 MILANO, Italia	1 661	1 000	\$4.7	Ownership
20	ITALY	Residence	Via dei Monti Parioli 22-24 00197 ROMA, Italia	1 950	2 004	\$8.8	Ownership
21	ITALY	Apartment	Via A. Ximenes 8 ROMA, Italia		323	\$0.6	Ownership

## OECD

<i>No.</i>	<i>State</i>	<i>Type of facility</i>	<i>Address</i>	<i>Total area in sq. m.</i>	<i>Floor area in sq. m.</i>	<i>Facility valued at</i>	<i>Land valued at</i>	<i>Comment</i>	<i>Legal status</i>
22	ITALY	Apartment	Via Archimeda 104 ROMA, Italia		215	\$0.4		Possessed by Slovenia	Ownership
23	ITALY	Apartment	Viale Corsica 5 MILANO, Italia		61	\$0.2			Ownership
24	ITALY	Apartment	Via Cordaroli 7/I TRIESTE, Italia		107	\$0.4			Ownership
25	ITALY	Apartment	Viale D'Anunzio 27/I TRIESTE, Italia		131	\$0.5		Possessed by Slovenia	Ownership
26	ITALY	Apartment	Via Bassegio 75/IV TRIESTE, Italia		72	\$0.3			Ownership
27	ITALY	Apartment	Via Bassegio 69/I TRIESTE, Italia		49	\$0.2			Ownership
28	ITALY	Apartment	Via Bassegio 69/II TRIESTE, Italia		52	\$0.2			Ownership
29	JAPAN	Embassy/ Residence	EMBASSY OF THE FR OF YUGOSLAVIA 7-24, 4-chome, Kitashinagawa Shinagawa-ku TOKYO, Japan	938	1 726	\$16.0			Ownership
30	KANADA (Canada)	Embassy	EMBASSY OF THE FR OF YUGOSLAVIA 17, Blackburn Avenue OTTAWA, Ontario, K1N 8A2, Canada	1 071	965	\$2.5			Ownership

31	KANADA (Canada)	Consulate General	CONSULATE GENERAL OF THE FR OF YUGOSLAVIA 377, Spadina Road TORONTO Ontario M5P 2V7, Canada	1 091	556	\$1.3	Ownership
32	KANADA (Canada)	Residence	21, Blackburn Avenue OTTAWA Ontario, K1N 8A2, Canada	2 623	805	\$3.5	Ownership
33	MADJARSKA (Hungary)	Embassy	AMBASSADE DE LA RF DE YUGOSLAVIE Dozsa Gyorgy ut 92/b 1068 BUDAPEST VI, Hongrie	949	1 247	\$1.7	Ownership
34	MADJARSKA (Hungary)	Residence	Borbolya utca 4 1023 BUDAPEST, Hongrie	1 066	484	\$0.6	Ownership
35	MADJARSKA (Hungary)	House of Consul	Dozsa Gyorgy ut 92/a 1068 BUDAPEST VI, Hongrie	829	1 539	\$2.3	Ownership
36	MEXICO	Embassy	EMBAJADA DE LA RF DE YUGOSLAVIA Av. Montanas Rocallosas No. 515 Apartado Postal 10-701 Lomas de Chapultepec 11000 MEXICO, Mexico	1 472	996	\$2.3	Ownership
37	NETHERLANDS	Embassy	EMBASSY OF THE FR OF YUGOSLAVIA Groot Hertoginnelaan 30 2517 THE HAGUE, Netherlands	616	485	\$0.7	Ownership

## OECD

<i>No.</i>	<i>State</i>	<i>Type of facility</i>	<i>Address</i>	<i>Total area in sq. m.</i>	<i>Floor area in sq. m.</i>	<i>Facility valued at</i>	<i>Land valued at</i>	<i>Comment</i>	<i>Legal status</i>
38	NEW ZEALAND	Embassy	24, Hutton Street WELLINGTON-5, New Zealand	1 962	281	\$0.5		Taken over by the Government of New Zealand since 1992	Ownership
39	NEW ZEALAND	Residence	33, Rama Crescent WELLINGTON, New Zealand	542	207	\$0.3		Taken over by the Government of New Zealand since 1992	Ownership
40	NORWAY	Embassy	EMBASSY OF THE FR OF YUGOSLAVIA Drammensveien 105, OSLO 2, Norway	984	732	\$1.7			Ownership
41	NORWAY	Residence	Heyerdahls vei 9 OSLO, Norway	3 082	380	\$1.4			Ownership
42	POLAND	Embassy	AMBASSADE DE LA RF DE YUGOSLAVIE Al. Ujazdowskie 23/25 VARSOVIE, Pologne	3 251	1 799	\$2.1		100-year lease from 1947	Ownership
43	POLAND	Residence	Al. Ujazdowskie 23/25 VARSOVIE, Pologne		512	\$0.5		100-year lease from 1947	Ownership
44	POLAND	House	Alea Ru 5 VARSOVIE, Pologne	815	1 408	\$1.3		80-year lease from 1 January 1950	Ownership

45	PORTUGAL	Embassy	EMBAIXADA DA RF DA YUGOSLAVIA Av. Das Descobertas 12—Restelo 1400 LISBOA, Portugal	1 995	704	\$1.5	Ownership
46	PORTUGAL	Residence	Rua Alcolena 11 Restelo 1400 LISBOA, Portugal	1 168	302	\$0.8	Ownership
47	SAD (United States)	Embassy	EMBASSY OF THE FR OF YUGOSLAVIA 2410 California Str. N.W. WASHINGTON D.C. 20008, USA	1 436	1 820	\$7.3	Reciprocity land
48	SAD (United States)	Permanent Mission to the United Nations	PERMANENT MISSION OF THE FR OF YUGOSLAVIA TO THE UNITED NATIONS 854 Fifth Avenue NEW YORK N.Y. 10017, USA	339	1 679	\$11.8	Ownership
49	SAD (United States)	Residence	2221 R. Street, N.W. WASHINGTON D.C., USA	960	900	\$2.2	Ownership
50	SAD (United States)	Residence	730 Park Avenue NEW YORK N.Y. 10021, USA		216	\$1.8	Ownership
51	SAD (United States)	House	1907 Quincy Street N.W. WASHINGTON D.C., USA	1 052	495	\$1.2	Ownership
52	SPAIN	Embassy	EMBAJADA DE LA RF DE YUGOSLAVIA Calle de Velasquez 162 MADRID 28002, Espana	684	1 200	\$3.2	Ownership
53	SPAIN	Residence	Ronda de Abubilla 34 Parq Conde de Orgaz MADRID 28043, Espana	1 480	413	\$1.0	Ownership



## OECD

<i>No.</i>	<i>State</i>	<i>Type of facility</i>	<i>Address</i>	<i>Total area in sq. m.</i>	<i>Floor area in sq. m.</i>	<i>Facility valued at</i>	<i>Land valued at</i>	<i>Comment</i>	<i>Legal status</i>
54	SR NEMAČKA (Germany)	Embassy	BOTSCHAFT DER BR JUGOSLAWIEN Schlossallee 5 5300 BONN 2, Bundesrepublik Deutschland	3 079	2 392	\$5.4			Ownership
55	SR NEMAČKA (Germany)	Consulate General	GENERALKONSULAT DER BR JUGOSLAWIEN Thueringer Strasse 3 6000 FRANKFURT AM MAIN Bundesrepublik Deutschland	492	1 020	\$4.1			Ownership
56	SR NEMAČKA (Germany)	Military mission	BOTSCHAFT DER BR JUGOSLAWIEN BURO IN BERLIN Taubenstrasse 18 1 BERLIN 33—GRUNEWALD	6 474	1 500	\$4.5			Ownership
57	SWEDEN	Embassy	EMBASSY OF THE FR OF YUGOSLAVIA Valhallavagen 70 11427 STOCKHOLM, Sweden	424	815	\$5.3			Ownership
58	SWEDEN	Residence	Tyrgaten 6 11427 STOCKHOLM, Sweden	315	981	\$4.8			Ownership
59	SWITZERLAND	Embassy/ Residence	AMBASSADE DE LA RF DE YUGOSLAVIE Seminarstrasse 5 3006 BERN, Suisse	1 760	1 758	\$7.7			Ownership

60	SWITZERLAND	Permanent Mission to the United Nations	MISSION PERMANENTE DE LA RF DE YUGOSLAVIE AUPRES DES NATIONS UNIES 5, Chemin Thury GENEVE, Suisse	3 403	519	\$1.5	Ownership	
61	SWITZERLAND	Consulate General	Eidmattstrasse 33 8032 ZURICH, Suisse	195	435	\$1.5	Ownership	
62	TURKEY	Embassy	AMBASSADE DE LA RF DE YOGOSLAVIE Paris Caddesi No. 47, Kavaklidere P.K. 28—Kavaklidere ANKARA, Turquie	8 899	617	\$0.9	Ownership	
63	TURKEY	Residence	Ataturk Boulevard No. 132-134 AN-KARA, Turquie		1 201	\$0.8	Ownership	
64	TURKEY	House	Paris Caddesi No. 47, Kavaklidere ANKARA, Turquie		240	\$0.2	Ownership	
65	TURKEY	Land	Istanbul	3 840		\$0.3	Kingdom of Serbia	
66	VELIKA BRITANIJA (United Kingdom)	Embassy	EMBASSY OF THE FR OF YUGOSLAVIA 5-7 Lexham Gardens LONDON, W8 5JU Great Britain	463	1 308	\$10.9	Ownership	
67	VELIKA BRITANIJA (United Kingdom)	Residence	25 Hyde Park Gate LONDON, SW7.5DJ Great Britain	365	490	\$2.0	Ownership	
TOTAL:							\$201.00	

REST OF EUROPE

No.	State	Type of facility	Address	Total area in sq. m.	Floor area in sq. m.	Facility valued at	Land valued at	Comment	Legal status
68	BULGARIA	Embassy	AMBASSADE DE LA RF YUGOSLAVIE Veliko Trnovo 3, Rue G. Georgiuou-Dej SOFIA, Bulgaria	3 062	1 574	\$1.9		Kingdom of Serbia	Ownership
69	CYPRUS	Embassy/ Residence	EMBASSY OF THE FR OF YUGOSLAVIA Vasilassias Olgas Street 2 P.O. Box 1968 NICOSIA, Cyprus	1 391	695	\$1.0			Ownership
70	ROMANIA	Embassy	AMBASSADE DE LA RF YUGOSLAVIE Calea Dorobanilor Nr. 34 BUCAREST, Roumanie	1 671	722	\$1.2		Kingdom of Serbia	Ownership
71	SSSR (Russia)	Embassy	POSOLSTVO SR JUGOSLAVII Mosfiljmovskaja 46 MOSKVA, Rossia	14 746	5 484	\$15.4		Reciprocity land	Ownership
72	SSSR (Russia)	Residence	Mosfiljmovskaja 46 MOSKVA, Rossia		591	\$1.2		Reciprocity land	Ownership
73	SSSR (Russia)	Garage	Mosfiljmovskaja 46 MOSKVA, Rossia		874	\$0.2		Reciprocity land	Ownership
TOTAL:							\$20.9		

LATIN AMERICA AND THE CARIBBEAN

No.	State	Type of facility	Address	Total area in sq. m.	Floor area in sq. m.	Facility valued at	Land valued at	Comment	Legal status
74	ARGENTINA	Embassy	EMBAJADA DE LA RF DE YUGOSLAVIA Marcelo T. de Alvear 1705 1060 BUENOS AIRES, Argentina	238	818	\$1.7			Ownership
75	BOLIVIA	Embassy/ Residence	Calle Benito Joarez 315 Florida, LA PAZ.	3 088	481	\$0.8			Ownership
76	BRAZIL	Embassy	Avenida das Nacoes lote 15 Caixa Postal 1240 70000 BRASILIA D.F., Brazil	25 000	2 070	\$4.0			Ownership
77	BRAZIL	Residence	Avenida das Nacoes, lote 15 Caixa Postal 1240 70000 BRASILIA D.F., Brazil		1 646				Ownership
78	BRAZIL	Consulate General	Rua Am. Pereira Guimaraes 258 01250 SAO PAULO, Brazil	605	521	\$0.6			Ownership
79	BRAZIL	House	Avenida das Nacoes lote 15 Caixa Postal 1240 70000 BRASILIA D.F., Brazil		433	\$0.4			Ownership
80	BRAZIL	Villa	Brasilia, Villa by the Lake	776	319	\$0.4			Ownership
81	CHILE	Consulate	EMBAJADA DE LA RF DE YUGOSLAVIA Calle Exequias Aliende 2370 Casilla Postale 1659 SANTIAGO DE CHILE, Chile	450	381	\$0.4			Ownership

LATIN AMERICA AND THE CARIBBEAN

No.	State	Type of facility	Address	Total area in sq. m.	Floor area in sq. m.	Facility valued at	Land valued at	Comment	Legal status	
82	GUYANA	Embassy	72, Brickdam P.O. Box 10408 GEORGETOWN	521	480	\$0.5			Ownership	
83	PERU	Embassy	EMBAJADA DE LA RF DE YUGOSLAVIA Calle Carlos Porras Osoros 360 San Isidor Casilla 18-0392 LIMA, Peru	1 359	610	\$0.7			Ownership	
84	PERU	Residence	Calle a Cibeles 110 San Isidor LIMA, Peru	1 052	901	\$0.5			Ownership	
85	URUGUAY	Embassy/ Residence	Bulevard Espana 2697 MONTEVIDEO, Uruguay	920	528	\$0.6			Ownership	
86	VENEZUELA	Embassy	EMBAJADA DE LA RF DE YUGOSLAVIA Apartado 68011 Altamira Cuarta Avenida de Campo Alegre No. 13 Chacao CARACAS 1060, Venezuela	2 210	600	\$0.8			Ownership	
TOTAL:							\$11.4			

ASIA

No.	State	Type of facility	Address	Total area in sq. m.	Floor area in sq. m.	Facility valued at	Land valued at	Comment	Legal status
87	INDIA	Embassy	EMBASSY OF THE FR OF YUGOSLAVIA 3/50 G. Niti Marg, Chanakyapuri 110021 NEW DELHI, India	24 862	2 037	\$4.5		Land perpetual lease from 11 November 1961	Ownership
88	INDIA	Residence	3/50 G. Chantipath, Chanakyapuri 110021 NEW DELHI, India		1 358	\$1.4		Land perpetual lease from 11 November 1961	Ownership
89	INDIA	Servants quarters	3/50 G. Niti Marg, Chanakyapuri 110021 NEW DELHI, India		897	\$0.2		Land perpetual lease from 11 November 1961	Ownership
90	INDONESIA	Embassy	EMBASSY OF THE FR OF YUGOSLAVIA H.O.S. Cokroaminoto No. 109 JAKARTA PUSAT, Indonesia	563	833	\$0.5			Ownership
91	KAMPUCHIA (Cambodia)	Residence	129-131 Vithei Preah Bat Nordom PNOM PEN, Cambodia	1 120	653	\$0.3			Ownership
92	LEBANON	Land	Beirut	1 974			\$0.6		Ownership
93	PAKISTAN	Land	Islamabad	16 452			\$1.6		Ownership
			TOTAL:				\$9.1		

NORTH AFRICA

No.	State	Type of facility	Address	Total area in sq. m.	Floor area in sq. m.	Facility valued at	Land valued at	Comment	Legal status
94	ALGERIA	Embassy	AMBASSADE DE LA RF DE YUGOSLAVIE 7, Rue des Freres Benhafid—Hydra B.P. 632 ALGER, Algerie	641	540	\$0.6			Ownership
95	EGYPT	Embassy/ Residence/ Consulate	EMBASSY OF THE FR OF YUGOSLAVIA 33, El Monsour Mohamed Street Zamalek CAIRO, Arab Republic of Egypt	2 678	1 948	\$2.3			Ownership
96	EGYPT	Garage	33, El Monsour Mohamed Street Zamalek CAIRO Arab Republic of Egypt		77	\$0.1			Ownership
97	MOROCCO	Embassy/ Residence	23, Avenue Ben I Znassen, Souissi B.P. 5014 RABAT, Maroc	1 758	592	\$0.8			Ownership
98	TUNISIE	Embassy	AMBASSADE DE LA RF DE YUGOSLAVIE 4, Rue de Liberia TUNIS, Tunisie	378	373	\$0.4			Ownership
99	TUNISIE	Residence	23, Avenue de la Republique Carthage TUNIS, Tunisie	856	400	\$0.5		Not to be included in succession	Reciprocity
				TOTAL:		\$4.7			

AFRICA SOUTH OF SAHARA

No.	State	Type of facility	Address	Total area in sq. m.	Floor area in sq. m.	Facility valued at	Land valued at	Comment	Legal status
100	CENTRAL AFRICAN REPUBLIC	Embassy	AMBASSADE DE LA RF DE YUGOSLAVIE Avenue Leopold Sedar Senghor B.P. 1049, BANGUI	2 009	432	\$0.6			Ownership
101	CENTRAL AFRICAN REPUBLIC	Residence	Avenue Leopold Sedar Senghor B.P. 1049, BANGUI		360	\$0.3			Ownership
102	ETHIOPIA	Embassy/Residence	EMBASSY OF THE FR OF YUGOSLAVIA P.O. Box 1341 ADDIS ABABA, Ethiopia	11 000	2 490	\$3.6			Ownership
103	GUINEA	Residence	Domaine Public Maritime a Camayenne CONAKRY II Republique de Guinee	625	243	\$0.3			Ownership
104	KENYA	Embassy	EMBASSY OF THE FR OF YUGOSLAVIA State House Avenue P.O. Box 30504 NAIROBI, Kenya	8 784	698	\$1.6		Land-lease until 1 July 2064	Ownership
105	KENYA	Residence	Lower Kabete Road NAIROBI, Kenya	7 187	315	\$1.0			Ownership



AFRICA SOUTH OF SAHARA

<i>No.</i>	<i>State</i>	<i>Type of facility</i>	<i>Address</i>	<i>Total area in sq. m.</i>	<i>Floor area in sq. m.</i>	<i>Facility valued at</i>	<i>Land valued at</i>	<i>Comment</i>	<i>Legal status</i>
106	KONGO (Congo)	Embassy	AMBASSADE DE LA RF DE YUGOSLAVIE Rue Lucien Fourneau P.O. Box 2062 BRAZZAVILLE	1 535	337	\$0.5			Ownership
107	KONGO (Congo)	Residence	Avenue General de Gaulle BRAZZAVILLE	2 890	498	\$0.8			Ownership
108	KONGO (Congo)	Apartment	Sodafe Mfoa IV BRAZZAVILLE		107	\$0.1			Ownership
109	MADAGASCAR	Residence	Route de Fort Ducheanne ANTANANARIVO Madagascar	4 223	322	\$0.7			Ownership
110	MALI	Residence	Rue Braseire Quartier Fleuve BAMAKO, Mali	832	204	\$0.3			Ownership
111	SUDAN	Embassy	1 Street 31, 79-A P.O. Box 1180 KHARTOUM, Sudan	1 855	427	\$0.6			Ownership
112	SUDAN	Residence	Sagiat Hamad 35 Plot 12 KHARTOUM-North, Sudan	3 851	455	\$0.8			Ownership

113	TANZANIA, UNITED REPUBLIC OF	Embassy	EMBASSY OF THE FR OF YUGOSLAVIA Plot No. 36, Upanga Road P.O. Box 2838 DAR ES SALAAM, Tanzania	3 459	882	\$1.2	Land-lease until 6 September 2048	Ownership
114	TANZANIA, UNITED REPUBLIC OF	Residence	46, Ghuba Road DAR ES SALAAM Tanzania	5 090	378	\$0.5		Ownership
115	UGANDA	Embassy	11, George Street P.O. Box 4370 KAMPALA, Uganda	2 279	457	\$0.9	99-year lease from 18 December 1969	Ownership
116	UGANDA	Land	Kolo Hill Drive	2 780		\$0.3	99-year lease from 14 November 1969	Ownership
117	ZAIRE	Embassy/ Residence	AMBASSADE DE LA RF YUGOSLAVIE Q.U.E. l'etoile 112 B.P. 619 KINSHASA I, Republique du Zaire	503	681	\$0.7		Ownership
118	ZAMBIA	Embassy	EMBASSY OF THE FR OF YUGOSLAVIA P.O. Box 31180 Diplomatic triangle, Plot No. 5216 LUSAKA, Zambia	13 425	601	\$1.9	100-year lease from 20 July 1971	Ownership

## AFRICA SOUTH OF SAHARA

<i>No.</i>	<i>State</i>	<i>Type of facility</i>	<i>Address</i>	<i>Total area in sq. m.</i>	<i>Floor area in sq. m.</i>	<i>Facility valued at</i>	<i>Land valued at</i>	<i>Comment</i>	<i>Legal status</i>
119	ZAMBIA	Residence	Lukulu Road, Plot No. 5216 LUSAKA, Zambia	2 331	280	\$0.3		99-year lease from 31 December 1964	Ownership
120	ZAMBIA	House	5018 Rhodes Park LUSAKA, Zambia	2 498	117	\$0.4		99-year lease from 30 August 1967	Ownership
121	ZIMBABWE	Embassy	EMBASSY OF THE FR OF YUGOSLAVIA 1, Lanark Road, Belgravia P.O. Box 3420 HARARE, Zimbabwe	3 475	410	\$0.9			Ownership
122	ZIMBABWE	Residence	41, Argyle Drive, Highlands HARARE, Zimbabwe	6 265	230	\$0.9			Ownership
123	ZIMBABWE	House	1, Lanark Road, Belgravia HARARE, Zimbabwe		100	\$0.1			Ownership
TOTAL:							\$19.3		

## ANNEX C

### Financial assets and liabilities

#### *Article 1*

The SFRY's financial assets comprised all financial assets of the SFRY (such as cash, gold and other precious metals, deposit accounts and securities), including in particular:

- (a) Accounts and other financial assets in the name of the SFRY Federal Government departments and agencies;
- (b) Accounts and other financial assets in the name of the National Bank of Yugoslavia;
- (c) Foreign currency assets, including holdings of gold and other precious metals, of the SFRY or the National Bank of Yugoslavia;
- (d) Sums due to the National Bank of Yugoslavia from banks in other countries resulting from uncompleted inter-bank clearing arrangements; such countries include, but are not limited to, those listed in appendix 2 to this annex;
- (e) Financial quotas and drawing rights of the SFRY, the National Bank of Yugoslavia or other federal organs or institutions in international financial organizations, as well as financial assets held with such organizations;
- (f) Other assets of the SFRY, including amounts due to the National Bank of Yugoslavia or the SFRY from obligors other than those included in (a) to (e) above.

#### *Article 2*

1. (a) The SFRY's financial liabilities comprised (subject to paragraphs 2 and 3 of this article) the debts of the SFRY, debts guaranteed by the SFRY and financial claims against SFRY, and consisted principally of:

- (i) The external debt of the SFRY to official creditors and the international financial institutions;
- (ii) The external debt of the SFRY to commercial creditors;
- (iii) Sums payable by the National Bank of Yugoslavia to banks in other countries resulting from uncompleted inter-bank clearing arrangements. Such countries include, but are not limited to, those listed in appendix 2 to this annex;
- (iv) External debt of the SFRY to creditors other than those listed in (i) to (iii), above.

(b) External debt in (i) to (iv) above is described as allocated debt if the final beneficiary of the debt is located on the territory of a specific successor State or group of successor States. Allocated debt is not subject to succession and shall be accepted by the successor State on the territory of which the final beneficiary is located.

(c) Liabilities of the SFRY, the National Bank of Yugoslavia or other federal institutions towards international financial organizations are included under the external debt of the SFRY.

2. The financial liabilities to be taken into account pursuant to paragraph 1 of this article do not include the financial liabilities of the SFRY under the Agreement concluded between the SFRY and Italy on 18 February 1983 on the Final Settlement of Reciprocal Obligations.

3. Other financial liabilities include:

(a) Guarantees by the SFRY or its National Bank of Yugoslavia of hard-currency savings deposited in a commercial bank and any of its branches in any successor State before the date on which it proclaimed independence; and

(b) Guarantees by the SFRY of savings deposited before certain dates with the Post Office Savings Bank at its branches in any of the Republics of the SFRY.

### Article 3

1. A major portion of the assets and liabilities of the SFRY have already in practice been distributed on the basis of agreements between the successor States or agreements between them individually and the institutions concerned, namely:

- (a) The SFRY's share of the assets and liabilities of the International Monetary Fund;
- (b) Shares of the World Bank and its affiliated institutions held by the SFRY;
- (c) Liabilities of the SFRY to the World Bank;
- (d) Shares of the European Bank for Reconstruction and Development, the African Development Bank and the Inter-American Development Bank held by the SFRY;
- (e) The SFRY's debts to the European Investment Bank;
- (f) The gold and other reserves and shares of the Bank for International Settlements, Basel, held by the SFRY;
- (g) Guarantees by the SFRY of savings deposited before certain dates with the Post Office Savings Bank and its branches;
- (h) That part of the SFRY's external official debt to members of the so-called "Paris Club" which has been assumed by certain of the successor States in proportions fixed in agreements between each of them and "Paris Club" members;
- (i) That part of the SFRY's external commercial debt to banks (the so-called "London Club") under the New Financial Agreement 1988 which has been assumed by certain of the successor States in proportions fixed in agreements between each of them and the "London Club" members.

2. In regard to subparagraphs (h) and (i) of paragraph 1 above, four of the five successor States have concluded agreements with the "Paris Club" and "London Club" creditors. The remaining successor State, the Federal Republic of Yugoslavia, will assume responsibility for all of its allocated debt to "Paris Club" and "London Club" creditors and its share of the unallocated debt to such creditors. This is expected to resolve the remaining "Paris Club" and "London Club" claims against the SFRY. It is impossible to predict the outcome of this resolution at the present time, but the resolution of "Paris Club" and "London Club" claims by the Federal Republic of Yugoslavia will, as between the successor States, conclude the resolution of their obligations to the "Paris Club" and the "London Club". The successor States shall terminate any existing legal proceedings or financial claims against each other in relation to "Paris Club" and "London Club" obligations upon the signature of this Agreement, and shall not institute any other such legal proceedings or financial claims in the future, whatever the outcome of the resolution by the Federal Republic of Yugoslavia of "Paris Club" and "London Club" claims.

3. The distributions referred to in paragraph 1 of this article are final and shall not be reopened by any of the successor States in the context of succession issues.

### Article 4

Distributions of assets on a net basis include:

- (a) The SFRY's ownership of a 27 per cent share of the capital of the Yugoslav Bank for International Economic Cooperation, as it existed prior to its conversion to a commercial bank, which shall be distributed among the States according to the proportions agreed to in article 5 (2); and
- (b) The net amount due to the National Bank of Yugoslavia from banks in other countries resulting from uncompleted inter-bank clearing arrangements, which shall be tabulated and distributed according to the proportions agreed to in article 5 (2). Such countries include, but are not limited to, those listed in appendix 2 to this annex.

### Article 5

1. Foreign financial assets (such as cash, gold and other precious metals, deposit accounts and securities), whether held by the SFRY or the National Bank of Yugoslavia directly

or with foreign banks, Yugoslav joint venture banks and agencies of Yugoslav banks abroad include the following:

- (i) Monetary gold (271,642.769 oz.) valued on 31 March 2001 at \$70.18 million;
- (ii) Foreign exchange accounts held at foreign commercial banks and valued on 31 March 2001 at \$307.61 million;
- (iii) Foreign exchange accounts held at SFRY joint venture banks abroad and valued on 31 March 2001 at \$645.55 million; and
- (iv) Gold (1,209.78 oz.) formerly held by the France-UK-USA Gold Commission, valued on 22 May 2001 at \$343.76 thousand.

2. The available foreign financial assets identified in paragraph 1 of this article shall be distributed according to the following proportions, which shall be applied to items (i), (ii), (iii) and (iv) separately:

Bosnia and Herzegovina . . . . .	15.50%
Croatia . . . . .	23.00%
Macedonia . . . . .	7.50%
Slovenia . . . . .	16.00%
Federal Republic of Yugoslavia . . . . .	38.00%

3. If currently unknown foreign financial assets are found to exist within five years, they shall be distributed as soon as possible on the proportionate basis set out in paragraph 2 of this article, and using the mechanism described in article 6.

#### *Article 6*

Each successor State shall appoint a representative of the Central Bank or another authorized representative to form a committee, which shall meet within 30 days of the signature of this Agreement to arrange the modalities for the initial distributions identified in article 5 of this annex. Their objective will be to effect any distributions of assets as quickly as possible. In addition they will arrange jointly to verify, settle and effect distributions under article 4 of this annex. They will also make arrangements to distribute to the extent possible assets under article 1 (f) and liabilities under article 2 (1) (a) (iv) of this annex according to the proportions agreed to in article 5 (2). The Committee will also prepare a definitive list of all SFRY external debt.

#### *Article 7*

Guarantees by the SFRY or its National Bank of Yugoslavia of hard-currency savings deposited in a commercial bank and any of its branches in any successor State before the date on which it proclaimed its independence shall be negotiated without delay taking into account in particular the necessity of protecting the hard-currency savings of individuals. This negotiation shall take place under the auspices of the Bank for International Settlements.

#### *Article 8*

1. The return to successor States of their contributions to the Federal Fund for development of the less developed Republics and Kosovo, the payment of outstanding contributions due by successor States to the Fund, and the repayment of credits given to those States by the Fund, are cancelled.

2. The financial liabilities of the SFRY under the Agreement concluded between the SFRY and Italy on 18 February 1983 on the Final Settlement of Reciprocal Obligations shall be distributed to the successor States that are beneficiaries of this Agreement. Pursuant to the Agreement with Italy, concluded in 1955 between the SFRY and the Republic of Italy, about local commerce between the areas Gorizia-Udine and Sezana-Nova Gorica-Tolmin (Gorica Agreement) as well as between the SFRY and the Republic of Italy for the border areas of Trieste on one side and Buje, Koper, Sezana on the other side (Trieste Agreement), together with

the related payment arrangements, are excluded from the provisions of this paragraph. The issues related to the Trieste Agreement will be dealt with by Croatia and Slovenia. The issues related to the Gorica Agreement will be dealt with by the Republic of Slovenia only.

#### *Article 9*

In connection with the distributions agreed in the preceding articles of this annex, the successor States have concluded the Disclosure Authorization appended to this annex, and shall to the extent that they have not already done so:

(a) Allow free access to and provide copies of such records and data requested by any successor State as are in its possession and relate to the SFRY's financial assets and liabilities. Accounts of the National Bank of Yugoslavia opened after the date on which United Nations sanctions were first imposed are not subject to this disclosure requirement;

(b) Exchange information on those accounts and financial assets held by banks in third States and belonging to connected persons (as defined by the authorities which in those States regulate the banking business).

#### *Article 10*

Each successor State has introduced a new currency and established its monetary independence. As such, no successor State shall pursue financial claims or legal proceedings against any other successor State related to the introduction of its new currency or the establishment of its monetary independence.

### ***APPENDIX 1 TO ANNEX C***

#### ***Disclosure Authorization to Central Banks and/or responsible Ministries regarding data on financial and other assets of the SFRY held by third-country central banks and/or other financial institutions***

The five delegations participating in the discussions and negotiations to resolve issues of succession arising upon the break-up of the SFRY, and working towards the prompt distribution of the assets of the SFRY among the successor States within the framework of the Agreement concluded between them in Vienna on 25 May 2001, have agreed that data on bank deposits, holdings of securities or other types of financial assets of the National Bank of Yugoslavia, as well as other assets of the SFRY referred to in United Nations Security Council resolution 1022 (1995) (collectively, the Frozen Accounts), held by foreign banks, foreign financial institutions or other foreign entities as they stood on 31 May 2001 should be made available to each of the successor States. To that end they hereby authorize Central Banks, responsible Ministries and/or other financial institutions to provide financial data in regard to Frozen Accounts to the Central Bank and Ministry of Finance of each successor State upon receipt of a request for such data made by the Central Bank of any successor State. Such data may include, but is not limited to, details regarding the composition and value of Frozen Deposit accounts in banks, financial institutions and other entities on their territory or subject to their regulation, control or administration.

In addition to supplying information for 31 May 2001, banks are requested to comply with subsequent requests for information on SFRY Frozen Accounts from any of the undersigned successor States.

If necessary to secure release of financial data in regard to Frozen Accounts, the National Bank of Yugoslavia shall issue the authorizations necessary to permit disclosure of this information to the Central Banks and Ministries of Finance of the successor States. If required, such authorization shall include the name and address of the foreign bank, the account number and any other information needed to identify the account.

No legal proceedings will be commenced by any successor State on the basis of financial data disclosed as a result of the foregoing arrangements.

This authorization takes effect on today's date, and is witnessed by the Special Negotiator for Succession Issues of the SFRY in the Office of the High Representative, Sir Arthur Watts.

Signed by the Heads of the delegations:

Bosnia and Herzegovina:  
[Signature]  
Milos TRIFKOVIC

Republic of Macedonia:  
[Signature]  
Nikola TODORCEVSKI

Federal Republic of Yugoslavia:  
[Signature]  
Dobrosav MITROVIC

Witnessed by:  
[Signature]  
Sir Arthur WATTS

*Special Negotiator for Succession Issues*

Republic of Croatia:  
[Signature]  
Bozo MARENDIC

Republic of Slovenia:  
[Signature]  
Miran MEJAK

Vienna, 25 May 2001

**APPENDIX 2 TO ANNEX C**

<i>Country</i>	<i>Currency</i>
Albania .....	XAL
Cambodia .....	XKH
Mongolia .....	KMN
Egypt .....	XEG
Guinea .....	XGN
CSSR .....	XCS
GDR .....	XDD
USSR .....	XSU
USSR—Credit 555 mil.	
Brazil .....	XBR
Algeria .....	XDZ
USSR—clearing ruble .....	XEE
India .....	XIN
Bulgaria .....	LEV
Ghana .....	USD
Mexico .....	USD

**ANNEX D**

**Archives**

*Article 1*

(a) For the purposes of this annex, "SFRY State archives" means all documents, of whatever date or kind and wherever located, which were produced or received by the SFRY (or by any previous constitutional structure of the Yugoslav State since 1 December 1918) in the exercise of its functions and which, on 30 June 1991, belonged to the SFRY in accordance with its internal law and were, pursuant to the federal law on the regulation of federal archives, preserved by it directly or under its control as archives for whatever purpose.

(b) For the purposes of this annex, "Republic or other archives" refers to the archives of any of the States in their former capacities as constituent Republics of the SFRY, or of



their territorial or administrative units, and means all documents, of whatever date or kind and wherever located, which were produced or received by any of those Republics or territorial or administrative units in the exercise of their functions and which, on 30 June 1991, belonged to them in accordance with the applicable law and were, pursuant to the law on the regulation of archives of each of the Republics, preserved by them directly or under their control as archives for whatever purpose.

(c) "Documents" in the preceding subparagraphs includes film, audio and video tapes and other recordings, as well as any form of computerized records, and includes documents which constitute cultural property.

#### *Article 2*

If Republic or other archives were displaced from the Republic to which they belonged or if SFRY State archives were displaced from their proper location, they shall, subject to the provisions of this annex and in accordance with international principles of provenance, be restored respectively to the Republic to which they belonged or their proper location as soon as possible by the State which currently has control of them.

#### *Article 3*

The part of the SFRY State archives (administrative, current and archival records) necessary for the normal administration of the territory of one or more of the States shall, in accordance with the principle of functional pertinence, pass to those States, irrespective of where those archives are actually located.

#### *Article 4*

- (a) The part of the SFRY State archives which constitutes a group which:
- (i) Relates directly to the territory of one or more of the States, or
  - (ii) Was produced or received in the territory of one or more of the States, or
  - (iii) Consists of treaties of which the SFRY was the depositary and which relates only to matters concerning the territory of, or to institutions having their headquarters in the territory of, one or more of the States,

shall pass to those States, irrespective of where those archives are actually located.

- (b) Pending the apportionment of SFRY State archives under this article,
- (i) The original of the Treaty on Water Economy Problems between the SFRY and Greece signed in 1959 (Official Gazette of the SFRY No. 20 of 4 June 1960) and of the Treaty on the Preservation and Renewal of Frontier Signs on the Yugoslav-Greece Frontier for the Protection, Prevention and the Solution on Frontier Incidents (Official Gazette of the SFRY No. 20 of 26 February 1959) shall be transferred forthwith to the Republic of Macedonia;
  - (ii) The original text or certified copies of the Treaty of Osimo and the Osimo Agreement of 1975, and any related agreements, archives and *travaux préparatoires* concerning their negotiation and implementation, shall be made available forthwith to Croatia and Slovenia in order to enable them, in full possession of the relevant material, to negotiate with Italy over the consequences of those treaties for their respective States.

#### *Article 5*

If pursuant to articles 3 or 4 archives are to pass to more than one State, those States shall agree which of them will receive the original and enable the others to make copies.

#### *Article 6*

(a) In relation to SFRY State archives other than those referred to in articles 3 and 4, the States shall, by agreement to be reached within six months of the entry into force of this Agreement, determine their equitable distribution among themselves or their

retention as common heritage of the States which shall have free and unhindered access to them. If no such agreement is reached, the archives shall become common heritage. In either event, each State may make copies of the archives in question on an equitable cost-sharing basis.

(b) The agreement referred to in paragraph (a) shall take account of all relevant circumstances which include the observance as far as possible of the principle of respect for the integrity of groups of SFRY State archives so as to facilitate full access to and research in those groups of archives. Respect for the integrity of groups of archives is without prejudice to the question where any particular group of archives should be preserved. The Ministries or Departments responsible for archives in each of the States shall within 24 months of the date on which this Agreement enters into force identify, and circulate to each other, lists of groups of archives to which this principle should apply, and shall thereafter seek to agree on a single such list within a further period of three months. They shall also identify, and circulate to each other, within 24 months of the date on which this Agreement enters into force, lists of archives to which articles 3 and 4 apply.

#### *Article 7*

Pending implementation of this Agreement there shall be immediate free and unhindered access by representatives of the interested States to SFRY State archives dated on or before 30 June 1991. This access also applies to Republic and other archives (other than current archives) now held in the States concerned.

#### *Article 8*

Republic or other archives are the property of the corresponding State and are not subject to the provisions of this annex, other than articles 1, 2 and 7.

#### *Article 9*

Private archives are not subject to the other provisions of this article. Those which were taken from their owners after 1 December 1918 shall be returned to where they had been produced or to their owners, according to international principles of provenance, without any compensation or other conditions.

#### *Article 10*

Where SFRY bilateral treaties concerning the restitution of archives were in force on 30 June 1991 and those treaties have not yet been fully performed, the States with an interest in those archives are ready to assume the rights and obligations formerly held by the SFRY in relation to the performance of those treaties.

#### *Article 11*

(a) The current possessor of the original of any archive which is to be transferred pursuant to this annex may make copies thereof.

(b) The cost of making copies pursuant to articles 5 and 11 (a) above shall be subject to further agreement between the States concerned.

(c) The cost of transporting archives which pass pursuant to this annex shall be borne by the recipient.

(d) The current possessor of archives which are to be transported or which may be copied pursuant to this annex shall assist in reducing the related costs as far as possible.

(e) Any State making archives available for copying shall provide the best available document to copy and provide free and equal access to all States making copies.

(f) The State in possession of original documents forming part of the SFRY State Archives shall provide access to them for purposes of obtaining a certified copy for use as evidence upon the request of the interested user, should the copy available in another State not be usable for his legitimate needs.

### *Article 12*

Within three months of the date on which this Agreement enters into force, representatives of the Ministries or Departments responsible for archives in each of the States shall meet together to give effect to this annex, and to take such immediate action as may be possible. Arrangements for that meeting, and for the initial general supervision of the implementation of this annex, shall be made by the Standing Joint Committee established under article 4 of this Agreement.

## **ANNEX E**

### **Pensions**

#### *Article 1*

Each State shall assume responsibility for and regularly pay legally grounded pensions funded by that State in its former capacity as a constituent Republic of the SFRY, irrespective of the nationality, citizenship, residence or domicile of the beneficiary.

#### *Article 2*

Each State shall assume responsibility for and regularly pay pensions which are due to its citizens who were civil or military servants of the SFRY irrespective of where they are resident or domiciled, if those pensions were funded from the federal budget or other federal resources of the SFRY; provided that in the case of a person who is a citizen of more than one State:

- (i) If that person is domiciled in one of those States, payment of the pension shall be made by that State, and
- (ii) If that person is not domiciled in any State of which such person is a citizen, payment of the pension shall be made by the State in the territory of which that person was resident on 1 June 1991.

#### *Article 3*

The States shall, if necessary, conclude bilateral arrangements for ensuring the payment of pensions pursuant to articles 1 and 2 above to persons located in a State other than that which is paying the pensions of those persons, for transferring the necessary funds to ensure payment of those pensions, and for the payment of pensions proportionally to the payment of contributions. Where appropriate, the conclusion of such definitive bilateral arrangements may be preceded by the conclusion of interim arrangements for ensuring the payment of pensions pursuant to article 2. Any bilateral agreements concluded between any two of the States shall prevail over the provisions of this annex and shall resolve the issue of mutual claims between the pension funds of the States relating to payments of pensions made before such agreements entered into force.

## **ANNEX F**

### **Other rights, interests and liabilities**

#### *Article 1*

All rights and interests which belonged to the SFRY and which are not otherwise covered by this Agreement (including, but not limited to, patents, trademarks, copyrights, royalties, and claims of and debts due to the SFRY) shall be shared among the successor States, taking into account the proportion for division of SFRY financial assets in annex C of this Agreement. The division of such rights and interests shall proceed under the direction of the Standing Joint Committee established under article 4 of this Agreement.

#### *Article 2*

All claims against the SFRY which are not otherwise covered by this Agreement shall be considered by the Standing Joint Committee established under article 4 of this Agreement. The successor States shall inform one another of all such claims against the SFRY.

## ANNEX G

### Private property and acquired rights

#### *Article 1*

Private property and acquired rights of citizens and other legal persons of the SFRY shall be protected by successor States in accordance with the provisions of this annex.

#### *Article 2*

1. (a) The rights to movable and immovable property located in a successor State and to which citizens or other legal persons of the SFRY were entitled on 31 December 1990 shall be recognized, and protected and restored by that State in accordance with established standards and norms of international law and irrespective of the nationality, citizenship, residence or domicile of those persons. This shall include persons who, after 31 December 1990, acquired the citizenship of or established domicile or residence in a State other than a successor State. Persons unable to realize such rights shall be entitled to compensation in accordance with civil and international legal norms.

(b) Any purported transfer of rights to movable or immovable property made after 31 December 1990 and concluded under duress or contrary to subparagraph (a) of this article shall be null and void.

2. All contracts concluded by citizens or other legal persons of the SFRY as of 31 December 1990, including those concluded by public enterprises, shall be respected on a non-discriminatory basis. The successor States shall provide for the carrying out of obligations under such contracts, where the performance of such contracts was prevented by the break-up of the SFRY.

#### *Article 3*

The successor States shall respect and protect rights of all natural and juridical persons of the SFRY to intellectual property, including patents, trademarks, copyrights, and other allied rights (e.g., royalties), and shall comply with international conventions in that regard.

#### *Article 4*

The successor States shall take such action as may be required by general principles of law and otherwise appropriate to ensure the effective application of the principles set out in this annex, such as concluding bilateral agreements and notifying their courts and other competent authorities.

#### *Article 5*

Nothing in the foregoing provisions of this annex shall derogate from the provisions of bilateral agreements concluded on the same matter between successor States which, in particular areas, may be conclusive as between those States.

#### *Article 6*

Domestic legislation of each successor State concerning dwelling rights (“stanarsko pravo/stanovanjska pravica/станарско право”) shall be applied equally to persons who were citizens of the SFRY and who had such rights, without discrimination on any ground such as sex, race, colour, language, religion, political or other opinion, national or social origin, association with a national minority, property, birth or other status.

#### *Article 7*

All natural and legal persons from each successor State shall, on the basis of reciprocity, have the same right of access to the courts, administrative tribunals and agencies of that State and of the other successor States for the purpose of realizing the protection of their rights.

#### *Article 8*

The foregoing provisions of this annex are without prejudice to any guarantees of non-discrimination related to private property and acquired rights that exist in the domestic legislation of the successor States.

4. UNITED NATIONS CONVENTION ON THE ASSIGNMENT OF RECEIVABLES IN INTERNATIONAL TRADE. DONE AT NEW YORK ON 12 DECEMBER 2001<sup>5</sup>

United Nations Convention on the Assignment of Receivables  
in International Trade

PREAMBLE

*The Contracting States,*

*Reaffirming* their conviction that international trade on the basis of equality and mutual benefit is an important element in the promotion of friendly relations among States,

*Considering* that problems created by uncertainties as to the content and the choice of legal regime applicable to the assignment of receivables constitute an obstacle to international trade,

*Desiring* to establish principles and to adopt rules relating to the assignment of receivables that would create certainty and transparency and promote the modernization of the law relating to assignments of receivables, while protecting existing assignment practices and facilitating the development of new practices,

*Desiring also* to ensure adequate protection of the interests of debtors in assignments of receivables,

*Being of the opinion* that the adoption of uniform rules governing the assignment of receivables would promote the availability of capital and credit at more affordable rates and thus facilitate the development of international trade,

*Have agreed as follows:*

CHAPTER I. SCOPE OF APPLICATION

*Article 1*

*Scope of application*

1. This Convention applies to:

(a) Assignments of international receivables and to international assignments of receivables as defined in this chapter, if, at the time of conclusion of the contract of assignment, the assignor is located in a Contracting State; and

(b) Subsequent assignments, provided that any prior assignment is governed by this Convention.

2. This Convention applies to subsequent assignments that satisfy the criteria set forth in paragraph 1 (a) of this article, even if it did not apply to any prior assignment of the same receivable.

3. This Convention does not affect the rights and obligations of the debtor unless, at the time of conclusion of the original contract, the debtor is located in a Contracting State or the law governing the original contract is the law of a Contracting State.

4. The provisions of chapter V apply to assignments of international receivables and to international assignments of receivables as defined in this chapter in-

dependently of paragraphs 1 to 3 of this article. However, those provisions do not apply if a State makes a declaration under article 39.

5. The provisions of the annex to this Convention apply as provided in article 42.

## *Article 2*

### *Assignment of receivables*

For the purposes of this Convention:

(a) “Assignment” means the transfer by agreement from one person (“assignor”) to another person (“assignee”) of all or part of or an undivided interest in the assignor’s contractual right to payment of a monetary sum (“receivable”) from a third person (“the debtor”). The creation of rights in receivables as security for indebtedness or other obligation is deemed to be a transfer;

(b) In the case of an assignment by the initial or any other assignee (“subsequent assignment”), the person who makes that assignment is the assignor and the person to whom that assignment is made is the assignee.

## *Article 3*

### *Internationality*

A receivable is international if, at the time of conclusion of the original contract, the assignor and the debtor are located in different States. An assignment is international if, at the time of conclusion of the contract of assignment, the assignor and the assignee are located in different States.

## *Article 4*

### *Exclusions and other limitations*

1. This Convention does not apply to assignments made:

(a) To an individual for his or her personal, family or household purposes;

(b) As part of the sale or change in the ownership or legal status of the business out of which the assigned receivables arose.

2. This Convention does not apply to assignments of receivables arising under or from:

(a) Transactions on a regulated exchange;

(b) Financial contracts governed by netting agreements, except a receivable owed on the termination of all outstanding transactions;

(c) Foreign exchange transactions;

(d) Inter-bank payment systems, inter-bank payment agreements or clearance and settlement systems relating to securities or other financial assets or instruments;

(e) The transfer of security rights in, sale, loan or holding of or agreement to repurchase securities or other financial assets or instruments held with an intermediary;

(f) Bank deposits;

(g) A letter of credit or independent guarantee.

3. Nothing in this Convention affects the rights and obligations of any person under the law governing negotiable instruments.

4. Nothing in this Convention affects the rights and obligations of the assignor and the debtor under special laws governing the protection of parties to transactions made for personal, family or household purposes.

5. Nothing in this Convention:

(a) Affects the application of the law of a State in which real property is situated to either:

(i) An interest in that real property to the extent that under that law the assignment of a receivable confers such an interest; or

(ii) The priority of a right in a receivable to the extent that under that law an interest in the real property confers such a right; or

(b) Makes lawful the acquisition of an interest in real property not permitted under the law of the State in which the real property is situated.

## CHAPTER II. GENERAL PROVISIONS

### *Article 5*

#### *Definitions and rules of interpretation*

For the purposes of this Convention:

(a) “Original contract” means the contract between the assignor and the debtor from which the assigned receivable arises;

(b) “Existing receivable” means a receivable that arises upon or before conclusion of the contract of assignment and “future receivable” means a receivable that arises after conclusion of the contract of assignment;

(c) “Writing” means any form of information that is accessible so as to be usable for subsequent reference. Where this Convention requires a writing to be signed, that requirement is met if, by generally accepted means or a procedure agreed to by the person whose signature is required, the writing identifies that person and indicates that person’s approval of the information contained in the writing;

(d) “Notification of the assignment” means a communication in writing that reasonably identifies the assigned receivables and the assignee;

(e) “Insolvency administrator” means a person or body, including one appointed on an interim basis, authorized in an insolvency proceeding to administer the reorganization or liquidation of the assignor’s assets or affairs;

(f) “Insolvency proceeding” means a collective judicial or administrative proceeding, including an interim proceeding, in which the assets and affairs of the assignor are subject to control or supervision by a court or other competent authority for the purpose of reorganization or liquidation;

(g) “Priority” means the right of a person in preference to the right of another person and, to the extent relevant for such purpose, includes the determination whether the right is a personal or a property right, whether or not it is a security right for indebtedness or other obligation and whether any requirements necessary to render the right effective against a competing claimant have been satisfied;

(h) A person is located in the State in which it has its place of business. If the assignor or the assignee has a place of business in more than one State, the place of business is that place where the central administration of the assignor or the assignee is exercised. If the debtor has a place of business in more than one State, the

place of business is that which has the closest relationship to the original contract. If a person does not have a place of business, reference is to be made to the habitual residence of that person;

(i) “Law” means the law in force in a State other than its rules of private international law;

(j) “Proceeds” means whatever is received in respect of an assigned receivable, whether in total or partial payment or other satisfaction of the receivable. The term includes whatever is received in respect of proceeds. The term does not include returned goods;

(k) “Financial contract” means any spot, forward, future, option or swap transaction involving interest rates, commodities, currencies, equities, bonds, indices or any other financial instrument, any repurchase or securities lending transaction, and any other transaction similar to any transaction referred to above entered into in financial markets and any combination of the transactions mentioned above;

(l) “Netting agreement” means an agreement between two or more parties that provides for one or more of the following:

- (i) The net settlement of payments due in the same currency on the same date whether by novation or otherwise;
  - (ii) Upon the insolvency or other default by a party, the termination of all outstanding transactions at their replacement or fair market values, conversion of such sums into a single currency and netting into a single payment by one party to the other; or
  - (iii) The set-off of amounts calculated as set forth in subparagraph (l) (ii) of this article under two or more netting agreements;
- (m) “Competing claimant” means:
- (i) Another assignee of the same receivable from the same assignor, including a person who, by operation of law, claims a right in the assigned receivable as a result of its right in other property of the assignor, even if that receivable is not an international receivable and the assignment to that assignee is not an international assignment;
  - (ii) A creditor of the assignor; or
  - (iii) The insolvency administrator.

#### *Article 6*

##### *Party autonomy*

Subject to article 19, the assignor, the assignee and the debtor may derogate from or vary by agreement provisions of this Convention relating to their respective rights and obligations. Such an agreement does not affect the rights of any person who is not a party to the agreement.

#### *Article 7*

##### *Principles of interpretation*

1. In the interpretation of this Convention, regard is to be had to its object and purpose as set forth in the preamble, to its international character and to the need to promote uniformity in its application and the observance of good faith in international trade.



2. Questions concerning matters governed by this Convention that are not expressly settled in it are to be settled in conformity with the general principles on which it is based or, in the absence of such principles, in conformity with the law applicable by virtue of the rules of private international law.

### CHAPTER III. EFFECTS OF ASSIGNMENT

#### *Article 8*

##### *Effectiveness of assignments*

1. An assignment is not ineffective as between the assignor and the assignee or as against the debtor or as against a competing claimant, and the right of an assignee may not be denied priority, on the ground that it is an assignment of more than one receivable, future receivables or parts of or undivided interests in receivables, provided that the receivables are described:

(a) Individually as receivables to which the assignment relates; or

(b) In any other manner, provided that they can, at the time of the assignment or, in the case of future receivables, at the time of conclusion of the original contract, be identified as receivables to which the assignment relates.

2. Unless otherwise agreed, an assignment of one or more future receivables is effective without a new act of transfer being required to assign each receivable.

3. Except as provided in paragraph 1 of this article, article 9 and article 10, paragraphs 2 and 3, this Convention does not affect any limitations on assignments arising from law.

#### *Article 9*

##### *Contractual limitations on assignments*

1. An assignment of a receivable is effective notwithstanding any agreement between the initial or any subsequent assignor and the debtor or any subsequent assignee limiting in any way the assignor's right to assign its receivables.

2. Nothing in this article affects any obligation or liability of the assignor for breach of such an agreement, but the other party to such agreement may not avoid the original contract or the assignment contract on the sole ground of that breach. A person who is not party to such an agreement is not liable on the sole ground that it had knowledge of the agreement.

3. This article applies only to assignments of receivables:

(a) Arising from an original contract that is a contract for the supply or lease of goods or services other than financial services, a construction contract or a contract for the sale or lease of real property;

(b) Arising from an original contract for the sale, lease or licence of industrial or other intellectual property or of proprietary information;

(c) Representing the payment obligation for a credit card transaction; or

(d) Owed to the assignor upon net settlement of payments due pursuant to a netting agreement involving more than two parties.

## Article 10

### *Transfer of security rights*

1. A personal or property right securing payment of the assigned receivable is transferred to the assignee without a new act of transfer. If such a right, under the law governing it, is transferable only with a new act of transfer, the assignor is obliged to transfer such right and any proceeds to the assignee.

2. A right securing payment of the assigned receivable is transferred under paragraph 1 of this article notwithstanding any agreement between the assignor and the debtor or other person granting that right, limiting in any way the assignor's right to assign the receivable or the right securing payment of the assigned receivable.

3. Nothing in this article affects any obligation or liability of the assignor for breach of any agreement under paragraph 2 of this article, but the other party to that agreement may not avoid the original contract or the assignment contract on the sole ground of that breach. A person who is not a party to such an agreement is not liable on the sole ground that it had knowledge of the agreement.

4. Paragraphs 2 and 3 of this article apply only to assignments of receivables:

(a) Arising from an original contract that is a contract for the supply or lease of goods or services other than financial services, a construction contract or a contract for the sale or lease of real property;

(b) Arising from an original contract for the sale, lease or licence of industrial or other intellectual property or of proprietary information;

(c) Representing the payment obligation for a credit card transaction; or

(d) Owed to the assignor upon net settlement of payments due pursuant to a netting agreement involving more than two parties.

5. The transfer of a possessory property right under paragraph 1 of this article does not affect any obligations of the assignor to the debtor or the person granting the property right with respect to the property transferred existing under the law governing that property right.

6. Paragraph 1 of this article does not affect any requirement under rules of law other than this Convention relating to the form or registration of the transfer of any rights securing payment of the assigned receivable.

## CHAPTER IV. RIGHTS, OBLIGATIONS AND DEFENCES

### SECTION I. ASSIGNOR AND ASSIGNEE

#### *Article 11*

##### *Rights and obligations of the assignor and the assignee*

1. The mutual rights and obligations of the assignor and the assignee arising from their agreement are determined by the terms and conditions set forth in that agreement, including any rules or general conditions referred to therein.

2. The assignor and the assignee are bound by any usage to which they have agreed and, unless otherwise agreed, by any practices they have established between themselves.

3. In an international assignment, the assignor and the assignee are considered, unless otherwise agreed, implicitly to have made applicable to the assignment a usage that in international trade is widely known to, and regularly observed by, parties to the particular type of assignment or to the assignment of the particular category of receivables.

#### *Article 12*

##### *Representations of the assignor*

1. Unless otherwise agreed between the assignor and the assignee, the assignor represents at the time of conclusion of the contract of assignment that:

- (a) The assignor has the right to assign the receivable;
- (b) The assignor has not previously assigned the receivable to another assignee; and
- (c) The debtor does not and will not have any defences or rights of set-off.

2. Unless otherwise agreed between the assignor and the assignee, the assignor does not represent that the debtor has or will have, the ability to pay.

#### *Article 13*

##### *Right to notify the debtor*

1. Unless otherwise agreed between the assignor and the assignee, the assignor or the assignee or both may send the debtor notification of the assignment and a payment instruction, but after notification has been sent only the assignee may send such an instruction.

2. Notification of the assignment or a payment instruction sent in breach of any agreement referred to in paragraph 1 of this article is not ineffective for the purposes of article 17 by reason of such breach. However, nothing in this article affects any obligation or liability of the party in breach of such an agreement for any damages arising as a result of the breach.

#### *Article 14*

##### *Right to payment*

1. As between the assignor and the assignee, unless otherwise agreed and whether or not notification of the assignment has been sent:

(a) If payment in respect of the assigned receivable is made to the assignee, the assignee is entitled to retain the proceeds and goods returned in respect of the assigned receivable;

(b) If payment in respect of the assigned receivable is made to the assignor, the assignee is entitled to payment of the proceeds and also to goods returned to the assignor in respect of the assigned receivable; and

(c) If payment in respect of the assigned receivable is made to another person over whom the assignee has priority, the assignee is entitled to payment of the proceeds and also to goods returned to such person in respect of the assigned receivable.

2. The assignee may not retain more than the value of its right in the receivable.

## SECTION II. DEBTOR

### *Article 15*

#### *Principle of debtor protection*

1. Except as otherwise provided in this Convention, an assignment does not, without the consent of the debtor, affect the rights and obligations of the debtor, including the payment terms contained in the original contract.
2. A payment instruction may change the person, address or account to which the debtor is required to make payment, but may not change:
  - (a) The currency of payment specified in the original contract; or
  - (b) The State specified in the original contract in which payment is to be made to a State other than that in which the debtor is located.

### *Article 16*

#### *Notification of the debtor*

1. Notification of the assignment or a payment instruction is effective when received by the debtor if it is in a language that is reasonably expected to inform the debtor about its contents. It is sufficient if notification of the assignment or a payment instruction is in the language of the original contract.
2. Notification of the assignment or a payment instruction may relate to receivables arising after notification.
3. Notification of a subsequent assignment constitutes notification of all prior assignments.

### *Article 17*

#### *Debtor's discharge by payment*

1. Until the debtor receives notification of the assignment, the debtor is entitled to be discharged by paying in accordance with the original contract.
2. After the debtor receives notification of the assignment, subject to paragraphs 3 to 8 of this article, the debtor is discharged only by paying the assignee or, if otherwise instructed in the notification of the assignment or subsequently by the assignee in a writing received by the debtor, in accordance with such payment instruction.
3. If the debtor receives more than one payment instruction relating to a single assignment of the same receivable by the same assignor, the debtor is discharged by paying in accordance with the last payment instruction received from the assignee before payment.
4. If the debtor receives notification of more than one assignment of the same receivable made by the same assignor, the debtor is discharged by paying in accordance with the first notification received.
5. If the debtor receives notification of one or more subsequent assignments, the debtor is discharged by paying in accordance with the notification of the last of such subsequent assignments.

6. If the debtor receives notification of the assignment of a part of or an undivided interest in one or more receivables, the debtor is discharged by paying in accordance with the notification or in accordance with this article as if the debtor had not received the notification. If the debtor pays in accordance with the notification, the debtor is discharged only to the extent of the part or undivided interest paid.

7. If the debtor receives notification of the assignment from the assignee, the debtor is entitled to request the assignee to provide within a reasonable period of time adequate proof that the assignment from the initial assignor to the initial assignee and any intermediate assignment have been made and, unless the assignee does so, the debtor is discharged by paying in accordance with this article as if the notification from the assignee had not been received. Adequate proof of an assignment includes but is not limited to any writing emanating from the assignor and indicating that the assignment has taken place.

8. This article does not affect any other ground on which payment by the debtor to the person entitled to payment, to a competent judicial or other authority or to a public deposit fund discharges the debtor.

#### *Article 18*

##### *Defences and rights of set-off of the debtor*

1. In a claim by the assignee against the debtor for payment of the assigned receivable, the debtor may raise against the assignee all defences and rights of set-off arising from the original contract or any other contract that was part of the same transaction, of which the debtor could avail itself as if the assignment had not been made and such claim were made by the assignor.

2. The debtor may raise against the assignee any other right of set-off, provided that it was available to the debtor at the time notification of the assignment was received by the debtor.

3. Notwithstanding paragraphs 1 and 2 of this article, defences and rights of set-off that the debtor may raise pursuant to article 9 or 10 against the assignor for breach of an agreement limiting in any way the assignor's right to make the assignment are not available to the debtor against the assignee.

#### *Article 19*

##### *Agreement not to raise defences or rights of set-off*

1. The debtor may agree with the assignor in a writing signed by the debtor not to raise against the assignee the defences and rights of set-off that it could raise pursuant to article 18. Such an agreement precludes the debtor from raising against the assignee those defences and rights of set-off.

2. The debtor may not waive defences:

- (a) Arising from fraudulent acts on the part of the assignee; or
- (b) Based on the debtor's incapacity.

3. Such an agreement may be modified only by an agreement in a writing signed by the debtor. The effect of such a modification as against the assignee is determined by article 20, paragraph 2.

*Article 20*

*Modification of the original contract*

1. An agreement concluded before notification of the assignment between the assignor and the debtor that affects the assignee's rights is effective as against the assignee, and the assignee acquires corresponding rights.

2. An agreement concluded after notification of the assignment between the assignor and the debtor that affects the assignee's rights is ineffective as against the assignee unless:

(a) The assignee consents to it; or

(b) The receivable is not fully earned by performance and either the modification is provided for in the original contract or, in the context of the original contract, a reasonable assignee would consent to the modification.

3. Paragraphs 1 and 2 of this article do not affect any right of the assignor or the assignee arising from breach of an agreement between them.

*Article 21*

*Recovery of payments*

Failure of the assignor to perform the original contract does not entitle the debtor to recover from the assignee a sum paid by the debtor to the assignor or the assignee.

SECTION III. THIRD PARTIES

*Article 22*

*Law applicable to competing rights*

With the exception of matters that are settled elsewhere in this Convention and subject to articles 23 and 24, the law of the State in which the assignor is located governs the priority of the right of an assignee in the assigned receivable over the right of a competing claimant.

*Article 23*

*Public policy and mandatory rules*

1. The application of a provision of the law of the State in which the assignor is located may be refused only if the application of that provision is manifestly contrary to the public policy of the forum State.

2. The rules of the law of either the forum State or any other State that are mandatory irrespective of the law otherwise applicable may not prevent the application of a provision of the law of the State in which the assignor is located.

3. Notwithstanding paragraph 2 of this article, in an insolvency proceeding commenced in a State other than the State in which the assignor is located, any preferential right that arises, by operation of law, under the law of the forum State and is given priority over the rights of an assignee in insolvency proceedings under the law of that State may be given priority notwithstanding article 22. A State may deposit at any time a declaration identifying any such preferential right.

*Article 24*

*Special rules on proceeds*

1. If proceeds are received by the assignee, the assignee is entitled to retain those proceeds to the extent that the assignee's right in the assigned receivable had priority over the right of a competing claimant in the assigned receivable.

2. If proceeds are received by the assignor, the right of the assignee in those proceeds has priority over the right of a competing claimant in those proceeds to the same extent as the assignee's right had priority over the right in the assigned receivable of that claimant if:

(a) The assignor has received the proceeds under instructions from the assignee to hold the proceeds for the benefit of the assignee; and

(b) The proceeds are held by the assignor for the benefit of the assignee separately and are reasonably identifiable from the assets of the assignor, such as in the case of a separate deposit or securities account containing only proceeds consisting of cash or securities.

3. Nothing in paragraph 2 of this article affects the priority of a person having against the proceeds a right of set-off or a right created by agreement and not derived from a right in the receivable.

*Article 25*

*Subordination*

An assignee entitled to priority may at any time subordinate its priority unilaterally or by agreement in favour of any existing or future assignees.

CHAPTER V. AUTONOMOUS CONFLICT-OF-LAWS RULES

*Article 26*

*Application of chapter V*

The provisions of this chapter apply to matters that are:

(a) Within the scope of this Convention as provided in article 1, paragraph 4; and

(b) Otherwise within the scope of this Convention but not settled elsewhere in it.

*Article 27*

*Form of a contract of assignment*

1. A contract of assignment concluded between persons who are located in the same State is formally valid as between them if it satisfies the requirements of either the law which governs it or the law of the State in which it is concluded.

2. A contract of assignment concluded between persons who are located in different States is formally valid as between them if it satisfies the requirements of either the law which governs it or the law of one of those States.

*Article 28*

*Law applicable to the mutual rights and obligations  
of the assignor and the assignee*

1. The mutual rights and obligations of the assignor and the assignee arising from their agreement are governed by the law chosen by them.
2. In the absence of a choice of law by the assignor and the assignee, their mutual rights and obligations arising from their agreement are governed by the law of the State with which the contract of assignment is most closely connected.

*Article 29*

*Law applicable to the rights and obligations  
of the assignee and the debtor*

The law governing the original contract determines the effectiveness of contractual limitations on assignment as between the assignee and the debtor, the relationship between the assignee and the debtor, the conditions under which the assignment can be invoked against the debtor and whether the debtor's obligations have been discharged.

*Article 30*

*Law applicable to priority*

1. The law of the State in which the assignor is located governs the priority of the right of an assignee in the assigned receivable over the right of a competing claimant.
2. The rules of the law of either the forum State or any other State that are mandatory irrespective of the law otherwise applicable may not prevent the application of a provision of the law of the State in which the assignor is located.
3. Notwithstanding paragraph 2 of this article, in an insolvency proceeding commenced in a State other than the State in which the assignor is located, any preferential right that arises, by operation of law, under the law of the forum State and is given priority over the rights of an assignee in insolvency proceedings under the law of that State may be given priority notwithstanding paragraph 1 of this article.

*Article 31*

*Mandatory rules*

1. Nothing in articles 27 to 29 restricts the application of the rules of the law of the forum State in a situation where they are mandatory irrespective of the law otherwise applicable.
2. Nothing in articles 27 to 29 restricts the application of the mandatory rules of the law of another State with which the matters settled in those articles have a close connection if and insofar as, under the law of that other State, those rules must be applied irrespective of the law otherwise applicable.

*Article 32*

*Public policy*

With regard to matters settled in this chapter, the application of a provision of the law specified in this chapter may be refused only if the application of that provision is manifestly contrary to the public policy of the forum State.



## CHAPTER VI. FINAL PROVISIONS

### *Article 33*

#### *Depositary*

The Secretary-General of the United Nations is the depositary of this Convention.

### *Article 34*

#### *Signature, ratification, acceptance, approval, accession*

1. This Convention is open for signature by all States at the Headquarters of the United Nations in New York until 31 December 2003.
2. This Convention is subject to ratification, acceptance or approval by the signatory States.
3. This Convention is open to accession by all States that are not signatory States as from the date it is open for signature.
4. Instruments of ratification, acceptance, approval and accession are to be deposited with the Secretary-General of the United Nations.

### *Article 35*

#### *Application to territorial units*

1. If a State has two or more territorial units in which different systems of law are applicable in relation to the matters dealt with in this Convention, it may at any time declare that this Convention is to extend to all its territorial units or only one or more of them, and may at any time substitute another declaration for its earlier declaration.
2. Such declarations are to state expressly the territorial units to which this Convention extends.
3. If, by virtue of a declaration under this article, this Convention does not extend to all territorial units of a State and the assignor or the debtor is located in a territorial unit to which this Convention does not extend, this location is considered not to be in a Contracting State.
4. If, by virtue of a declaration under this article, this Convention does not extend to all territorial units of a State and the law governing the original contract is the law in force in a territorial unit to which this Convention does not extend, the law governing the original contract is considered not to be the law of a Contracting State.
5. If a State makes no declaration under paragraph 1 of this article, the Convention is to extend to all territorial units of that State.

### *Article 36*

#### *Location in a territorial unit*

If a person is located in a State which has two or more territorial units, that person is located in the territorial unit in which it has its place of business. If the assignor or the assignee has a place of business in more than one territorial unit, the place of business is that place where the central administration of the assignor or the assignee is exercised. If the debtor has a place of business in more than one territorial unit, the place of business is that which has the closest relationship to the

original contract. If a person does not have a place of business, reference is to be made to the habitual residence of that person. A State with two or more territorial units may specify by declaration at any time other rules for determining the location of a person within that State.

*Article 37*

*Applicable law in territorial units*

Any reference in this Convention to the law of a State means, in the case of a State which has two or more territorial units, the law in force in the territorial unit. Such a State may specify by declaration at any time other rules for determining the applicable law, including rules that render applicable the law of another territorial unit of that State.

*Article 38*

*Conflicts with other international agreements*

1. This Convention does not prevail over any international agreement that has already been or may be entered into and that specifically governs a transaction otherwise governed by this Convention.

2. Notwithstanding paragraph 1 of this article, this Convention prevails over the *Unidroit Convention on International Factoring* (“the Ottawa Convention”). To the extent that this Convention does not apply to the rights and obligations of a debtor, it does not preclude the application of the Ottawa Convention with respect to the rights and obligations of that debtor.

*Article 39*

*Declaration on application of chapter V*

A State may declare at any time that it will not be bound by chapter V.

*Article 40*

*Limitations relating to Governments and other public entities*

A State may declare at any time that it will not be bound or the extent to which it will not be bound by articles 9 and 10 if the debtor or any person granting a personal or property right securing payment of the assigned receivable is located in that State at the time of conclusion of the original contract and is a Government, central or local, any subdivision thereof, or an entity constituted for a public purpose. If a State has made such a declaration, articles 9 and 10 do not affect the rights and obligations of that debtor or person. A State may list in a declaration the types of entity that are the subject of a declaration.

*Article 41*

*Other exclusions*

1. A State may declare at any time that it will not apply this Convention to specific types of assignment or to the assignment of specific categories of receivables clearly described in a declaration.

2. After a declaration under paragraph 1 of this article takes effect:

(a) This Convention does not apply to such types of assignment or to the assignment of such categories of receivables if the assignor is located at the time of conclusion of the contract of assignment in such a State; and

(b) The provisions of this Convention that affect the rights and obligations of the debtor do not apply if, at the time of conclusion of the original contract, the debtor is located in such a State or the law governing the original contract is the law of such a State.

3. This article does not apply to assignments of receivables listed in article 9, paragraph 3.

#### *Article 42*

##### *Application of the annex*

1. A State may at any time declare that it will be bound by:

(a) The priority rules set forth in section I of the annex and will participate in the international registration system established pursuant to section II of the annex;

(b) The priority rules set forth in section I of the annex and will effectuate such rules by use of a registration system that fulfils the purposes of such rules, in which case, for the purposes of section I of the annex, registration pursuant to such a system has the same effect as registration pursuant to section II of the annex;

(c) The priority rules set forth in section III of the annex;

(d) The priority rules set forth in section IV of the annex; or

(e) The priority rules set forth in articles 7 and 9 of the annex.

2. For the purposes of article 22:

(a) The law of a State that has made a declaration pursuant to paragraph 1 (a) or (b) of this article is the set of rules set forth in section I of the annex, as affected by any declaration made pursuant to paragraph 5 of this article;

(b) The law of a State that has made a declaration pursuant to paragraph 1 (c) of this article is the set of rules set forth in section III of the annex, as affected by any declaration made pursuant to paragraph 5 of this article;

(c) The law of a State that has made a declaration pursuant to paragraph 1 (d) of this article is the set of rules set forth in section IV of the annex, as affected by any declaration made pursuant to paragraph 5 of this article; and

(d) The law of a State that has made a declaration pursuant to paragraph 1 (e) of this article is the set of rules set forth in articles 7 and 9 of the annex, as affected by any declaration made pursuant to paragraph 5 of this article.

3. A State that has made a declaration pursuant to paragraph 1 of this article may establish rules pursuant to which contracts of assignment concluded before the declaration takes effect become subject to those rules within a reasonable time.

4. A State that has not made a declaration pursuant to paragraph 1 of this article may, in accordance with priority rules in force in that State, utilize the registration system established pursuant to section II of the annex.

5. At the time a State makes a declaration pursuant to paragraph 1 of this article or thereafter, it may declare that:

(a) It will not apply the priority rules chosen under paragraph 1 of this article to certain types of assignment or to the assignment of certain categories of receivables; or

(b) It will apply those priority rules with modifications specified in that declaration.

6. At the request of Contracting or Signatory States to this Convention comprising not less than one third of the Contracting and Signatory States, the depositary shall convene a conference of the Contracting and Signatory States to designate the supervising authority and the first registrar and to prepare or revise the regulations referred to in section II of the annex.

### *Article 43*

#### *Effect of declaration*

1. Declarations made under articles 35, paragraph 1, 36, 37 or 39 to 42 at the time of signature are subject to confirmation upon ratification, acceptance or approval.

2. Declarations and confirmations of declarations are to be in writing and to be formally notified to the depositary.

3. A declaration takes effect simultaneously with the entry into force of this Convention in respect of the State concerned. However, a declaration of which the depositary receives formal notification after such entry into force takes effect on the first day of the month following the expiration of six months after the date of its receipt by the depositary.

4. A State that makes a declaration under articles 35, paragraph 1, 36, 37 or 39 to 42 may withdraw it at any time by a formal notification in writing addressed to the depositary. Such withdrawal takes effect on the first day of the month following the expiration of six months after the date of the receipt of the notification by the depositary.

5. In the case of a declaration under articles 35, paragraph 1, 36, 37 or 39 to 42 that takes effect after the entry into force of this Convention in respect of the State concerned or in the case of a withdrawal of any such declaration, the effect of which in either case is to cause a rule in this Convention, including any annex, to become applicable:

(a) Except as provided in paragraph 5 (b) of this article, that rule is applicable only to assignments for which the contract of assignment is concluded on or after the date when the declaration or withdrawal takes effect in respect of the Contracting State referred to in article 1, paragraph 1 (a);

(b) A rule that deals with the rights and obligations of the debtor applies only in respect of original contracts concluded on or after the date when the declaration or withdrawal takes effect in respect of the Contracting State referred to in article 1, paragraph 3.

6. In the case of a declaration under articles 35, paragraph 1, 36, 37 or 39 to 42 that takes effect after the entry into force of this Convention in respect of the State concerned or in the case of a withdrawal of any such declaration, the effect of which in either case is to cause a rule in this Convention, including any annex, to become inapplicable:

(a) Except as provided in paragraph 6 (b) of this article, that rule is inapplicable to assignments for which the contract of assignment is concluded on or after the date when the declaration or withdrawal takes effect in respect of the Contracting State referred to in article 1, paragraph 1 (a);

(b) A rule that deals with the rights and obligations of the debtor is inapplicable in respect of original contracts concluded on or after the date when the declaration or withdrawal takes effect in respect of the Contracting State referred to in article 1, paragraph 3.

7. If a rule rendered applicable or inapplicable as a result of a declaration or withdrawal referred to in paragraph 5 or 6 of this article is relevant to the determination of priority with respect to a receivable for which the contract of assignment is concluded before such declaration or withdrawal takes effect or with respect to its proceeds, the right of the assignee has priority over the right of a competing claimant to the extent that, under the law that would determine priority before such declaration or withdrawal takes effect, the right of the assignee would have priority.

#### *Article 44*

##### *Reservations*

No reservations are permitted except those expressly authorized in this Convention.

#### *Article 45*

##### *Entry into force*

1. This Convention enters into force on the first day of the month following the expiration of six months from the date of deposit of the fifth instrument of ratification, acceptance, approval or accession with the depositary.

2. For each State that becomes a Contracting State to this Convention after the date of deposit of the fifth instrument of ratification, acceptance, approval or accession, this Convention enters into force on the first day of the month following the expiration of six months after the date of deposit of the appropriate instrument on behalf of that State.

3. This Convention applies only to assignments if the contract of assignment is concluded on or after the date when this Convention enters into force in respect of the Contracting State referred to in article 1, paragraph 1 (a), provided that the provisions of this Convention that deal with the rights and obligations of the debtor apply only to assignments of receivables arising from original contracts concluded on or after the date when this Convention enters into force in respect of the Contracting State referred to in article 1, paragraph 3.

4. If a receivable is assigned pursuant to a contract of assignment concluded before the date when this Convention enters into force in respect of the Contracting State referred to in article 1, paragraph 1 (a), the right of the assignee has priority over the right of a competing claimant with respect to the receivable to the extent that, under the law that would determine priority in the absence of this Convention, the right of the assignee would have priority.

*Article 46*  
*Denunciation*

1. A Contracting State may denounce this Convention at any time by written notification addressed to the depositary.

2. The denunciation takes effect on the first day of the month following the expiration of one year after the notification is received by the depositary. Where a longer period is specified in the notification, the denunciation takes effect upon the expiration of such longer period after the notification is received by the depositary.

3. This Convention remains applicable to assignments if the contract of assignment is concluded before the date when the denunciation takes effect in respect of the Contracting State referred to in article 1, paragraph 1 (*a*), provided that the provisions of this Convention that deal with the rights and obligations of the debtor remain applicable only to assignments of receivables arising from original contracts concluded before the date when the denunciation takes effect in respect of the Contracting State referred to in article 1, paragraph 3.

4. If a receivable is assigned pursuant to a contract of assignment concluded before the date when the denunciation takes effect in respect of the Contracting State referred to in article 1, paragraph 1 (*a*), the right of the assignee has priority over the right of a competing claimant with respect to the receivable to the extent that, under the law that would determine priority under this Convention, the right of the assignee would have priority.

*Article 47*  
*Revision and amendment*

1. At the request of not less than one third of the Contracting States to this Convention, the depositary shall convene a conference of the Contracting States to revise or amend it.

2. Any instrument of ratification, acceptance, approval or accession deposited after the entry into force of an amendment to this Convention is deemed to apply to the Convention as amended.

**ANNEX TO THE CONVENTION**

SECTION I. PRIORITY RULES BASED  
ON REGISTRATION

*Article 1*  
*Priority among several assignees*

As between assignees of the same receivable from the same assignor, the priority of the right of an assignee in the assigned receivable is determined by the order in which data about the assignment are registered under section II of this annex, regardless of the time of transfer of the receivable. If no such data are registered, priority is determined by the order of conclusion of the respective contracts of assignment.

## *Article 2*

### *Priority between the assignee and the insolvency administrator or creditors of the assignor*

The right of an assignee in an assigned receivable has priority over the right of an insolvency administrator and creditors who obtain a right in the assigned receivable by attachment, judicial act or similar act of a competent authority that gives rise to such right, if the receivable was assigned, and data about the assignment were registered under section II of this annex, before the commencement of such insolvency proceeding, attachment, judicial act or similar act.

## SECTION II. REGISTRATION

### *Article 3*

#### *Establishment of a registration system*

A registration system will be established for the registration of data about assignments, even if the relevant assignment or receivable is not international, pursuant to the regulations to be promulgated by the registrar and the supervising authority. Regulations promulgated by the registrar and the supervising authority under this annex shall be consistent with this annex. The regulations will prescribe in detail the manner in which the registration system will operate, as well as the procedure for resolving disputes relating to that operation.

### *Article 4*

#### *Registration*

1. Any person may register data with regard to an assignment at the registry in accordance with this annex and the regulations. As provided in the regulations, the data registered shall be the identification of the assignor and the assignee and a brief description of the assigned receivables.

2. A single registration may cover one or more assignments by the assignor to the assignee of one or more existing or future receivables, irrespective of whether the receivables exist at the time of registration.

3. A registration may be made in advance of the assignment to which it relates. The regulations will establish the procedure for the cancellation of a registration in the event that the assignment is not made.

4. Registration or its amendment is effective from the time when the data set forth in paragraph 1 of this article are available to searchers. The registering party may specify, from options set forth in the regulations, a period of effectiveness for the registration. In the absence of such a specification, a registration is effective for a period of five years.

5. Regulations will specify the manner in which registration may be renewed, amended or cancelled and regulate such other matters as are necessary for the operation of the registration system.

6. Any defect, irregularity, omission or error with regard to the identification of the assignor that would result in data registered not being found upon a search based on a proper identification of the assignor renders the registration ineffective.

### *Article 5*

#### *Registry searches*

1. Any person may search the records of the registry according to identification of the assignor, as set forth in the regulations, and obtain a search result in writing.

2. A search result in writing that purports to be issued by the registry is admissible as evidence and is, in the absence of evidence to the contrary, proof of the registration of the data to which the search relates, including the date and hour of registration.

SECTION III. PRIORITY RULES BASED ON THE TIME  
OF THE CONTRACT OF ASSIGNMENT

*Article 6*

*Priority among several assignees*

As between assignees of the same receivable from the same assignor, the priority of the right of an assignee in the assigned receivable is determined by the order of conclusion of the respective contracts of assignment.

*Article 7*

*Priority between the assignee and the insolvency administrator  
or creditors of the assignor*

The right of an assignee in an assigned receivable has priority over the right of an insolvency administrator and creditors who obtain a right in the assigned receivable by attachment, judicial act or similar act of a competent authority that gives rise to such right, if the receivable was assigned before the commencement of such insolvency proceeding, attachment, judicial act or similar act.

*Article 8*

*Proof of time of contract of assignment*

The time of conclusion of a contract of assignment in respect of articles 6 and 7 of this annex may be proved by any means, including witnesses.

SECTION IV. PRIORITY RULES BASED ON THE TIME  
OF NOTIFICATION OF ASSIGNMENT

*Article 9*

*Priority among several assignees*

As between assignees of the same receivable from the same assignor, the priority of the right of an assignee in the assigned receivable is determined by the order in which notification of the respective assignments is received by the debtor. However, an assignee may not obtain priority over a prior assignment of which the assignee had knowledge at the time of conclusion of the contract of assignment to that assignee by notifying the debtor.

*Article 10*

*Priority between the assignee and the insolvency administrator  
or creditors of the assignor*

The right of an assignee in an assigned receivable has priority over the right of an insolvency administrator and creditors who obtain a right in the assigned receivable by attachment, judicial act or similar act of a competent authority that gives rise to such right, if the receivable was assigned and notification was received by the debtor before the commencement of such insolvency proceeding, attachment, judicial act or similar act.

DONE at New York, this 12th day of December two thousand one, in a single original, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized by their respective Governments, have signed the present Convention.



**B. Treaties concerning international law concluded under the auspices of intergovernmental organizations related to the United Nations**

INTERNATIONAL MARITIME ORGANIZATION

(a) International Convention on Civil Liability for Bunker Oil Pollution Damage. Done at London on 23 March 2001<sup>6</sup>

*The States Parties to this Convention,*

*Recalling* article 194 of the United Nations Convention on the Law of the Sea, 1982, which provides that States shall take all measures necessary to prevent, reduce and control pollution of the marine environment,

*Recalling also* article 235 of that Convention, which provides that, with the objective of assuring prompt and adequate compensation in respect of all damage caused by pollution of the marine environment, States shall cooperate in the further development of relevant rules of international law,

*Noting* the success of the International Convention on Civil Liability for Oil Pollution Damage, 1992 and the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage, 1992 in ensuring that compensation is available to persons who suffer damage caused by pollution resulting from the escape of discharge of oil carried in bulk at sea by ships,

*Noting also* the adoption of the International Convention on Liability and Compensation for Damage in Connection with the Carriage of Hazardous and Noxious Substances by Sea, 1996 in order to provide adequate, prompt and effective compensation for damage caused by incidents in connection with the carriage by sea of hazardous and noxious substances,

*Recognizing* the importance of establishing strict liability for all forms of oil pollution which is linked to an appropriate limitation of the level of that liability,

*Considering* that complementary measures are necessary to ensure the payment of adequate, prompt and effective compensation for damage caused by pollution resulting from the escape or discharge of bunker oil from ships,

*Desiring* to adopt uniform international rules and procedures for determining questions of liability and providing adequate compensation in such cases,

*Have agreed* as follows:

*Article 1*

DEFINITIONS

For the purposes of this Convention:

1. "Ship" means any seagoing vessel and seaborne craft, of any type whatsoever.
2. "Person" means any individual or partnership or any public or private body, whether corporate or not, including a State or any of its constituent subdivisions.
3. "Shipowner" means the owner, including the registered owner, bareboat charterer, manager and operator of the ship.

4. “Registered owner” means the person or persons registered as the owner of the ship or, in the absence of registration, the person or persons owning the ship. However, in the case of a ship owned by a State and operated by a company which in that State is registered as the ship’s operator, “registered owner” shall mean such company.

5. “Bunker oil” means any hydrocarbon mineral oil, including lubricating oil, used or intended to be used for the operation or propulsion of the ship, and any residues of such oil.

6. “Civil Liability Convention” means the International Convention on Civil Liability for Oil Pollution Damage, 1992, as amended.

7. “Preventive measures” means any reasonable measures taken by any person after an incident has occurred to prevent or minimize pollution damage.

8. “Incident” means any occurrence or series of occurrences having the same origin, which causes pollution damage or creates a grave and imminent threat of causing such damage.

9. “Pollution damage” means:

(a) loss or damage caused outside the ship by contamination resulting from the escape or discharge of bunker oil from the ship, wherever such escape or discharge may occur, provided that compensation for impairment of the environment other than loss of profit from such impairment shall be limited to costs of reasonable measures of reinstatement actually undertaken or to be undertaken; and

(b) the costs of preventive measures and further loss or damage caused by preventive measures.

10. “State of the ship’s registry” means, in relation to a registered ship, the State of registration of the ship and, in relation to an unregistered ship, the State whose flag the ship is entitled to fly.

11. “Gross tonnage” means gross tonnage calculated in accordance with the tonnage measurement regulations contained in annex 1 of the International Convention on Tonnage Measurement of Ships, 1969.

12. “Organization” means the International Maritime Organization.

13. “Secretary-General” means the Secretary-General of the Organization.

## *Article 2*

### SCOPE OF APPLICATION

This Convention shall apply exclusively:

(a) To pollution damage caused:

(i) In the territory, including the territorial sea, of a State Party, and

(ii) In the exclusive economic zone of a State Party, established in accordance with international law or, if a State Party has not established such a zone, in an area beyond and adjacent to the territorial sea of that State determined by that State in accordance with international law and extending not more than 200 nautical miles from the baselines from which the breadth of its territorial sea is measured;

(b) To preventive measures, wherever taken, to prevent or minimize such damage.

### *Article 3*

#### LIABILITY OF THE SHIPOWNER

1. Except as provided in paragraphs 3 and 4, the shipowner at the time of an incident shall be liable for pollution damage caused by any bunker oil on board or originating from the ship, provided that, if an incident consists of a series of occurrences having the same origin, the liability shall attach to the shipowner at the time of the first of such occurrences.

2. Where more than one person is liable in accordance with paragraph 1, their liability shall be joint and several.

3. No liability for pollution damage shall attach to the shipowner if the shipowner proves that:

(a) The damage resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character; or

(b) The damage was wholly caused by an act or omission done with the intent to cause damage by a third party; or

(c) The damage was wholly caused by the negligence or other wrongful act of any Government or other authority responsible for the maintenance of lights or other navigational aids in the exercise of that function.

4. If the shipowner proves that the pollution damage resulted wholly or partially either from an act or omission done with intent to cause damage by the person who suffered the damage or from the negligence of that person, the shipowner may be exonerated wholly or partially from liability to such person.

5. No claim for compensation for pollution damage shall be made against the shipowner otherwise than in accordance with this Convention.

6. Nothing in this Convention shall prejudice any right of recourse of the shipowner which exists independently of this Convention.

### *Article 4*

#### EXCLUSIONS

1. This Convention shall not apply to pollution damage as defined in the Civil Liability Convention, whether or not compensation is payable in respect of it under that Convention.

2. Except as provided in paragraph 3, the provisions of this Convention shall not apply to warships, naval auxiliary or other ships owned or operated by a State and used, for the time being, only on Government non-commercial service.

3. A State Party may decide to apply this Convention to its warships or other ships described in paragraph 2, in which case it shall notify the Secretary-General thereof specifying the terms and conditions of such application.

4. With respect to ships owned by a State Party and used for commercial purposes, each State shall be subject to suit in the jurisdictions set forth in article 9 and shall waive all defences based on its status as a sovereign State.

## *Article 5*

### INCIDENTS INVOLVING TWO OR MORE SHIPS

When an incident involving two or more ships occurs and pollution damage results therefrom, the shipowners of all the ships concerned, unless exonerated under article 3, shall be jointly and severally liable for all such damage which is not reasonably separable.

## *Article 6*

### LIMITATION OF LIABILITY

Nothing in this Convention shall affect the right of the shipowner and the person or persons providing insurance or other financial security to limit liability under any applicable national or international regime, such as the Convention on Limitation of Liability for Maritime Claims, 1976, as amended.

## *Article 7*

### COMPULSORY INSURANCE OR FINANCIAL SECURITY

1. The registered owner of a ship having a gross tonnage greater than 1000 registered in a State Party shall be required to maintain insurance or other financial security, such as the guarantee of a bank or similar financial institution, to cover the liability of the registered owner for pollution damage in an amount equal to the limits of liability under the applicable national or international limitation regime, but in all cases not exceeding an amount calculated in accordance with the Convention on Limitation of Liability for Maritime Claims, 1976, as amended.

2. A certificate attesting that insurance or other financial security is in force in accordance with the provisions of this Convention shall be issued to each ship after the appropriate authority of a State Party has determined that the requirements of paragraph 1 have been complied with. With respect to a ship registered in a State Party such certificate shall be issued or certified by the appropriate authority of the State of the ship's registry; with respect to a ship not registered in a State Party it may be issued or certified by the appropriate authority of any State Party. This certificate shall be in the form of the model set out in the annex to this Convention and shall contain the following particulars:

- (a) Name of ship, distinctive number or letters and port of registry;
- (b) Name and principal place of business of the registered owner;
- (c) IMO ship identification number;
- (d) Type and duration of security;
- (e) Name and principal place of business of insurer or other person giving security and, where appropriate, place of business where the insurance or security is established;
- (f) Period of validity of the certificate, which shall not be longer than the period of validity of the insurance or other security.

3. (a) A State Party may authorize either an institution or an organization recognized by it to issue the certificate referred to in paragraph 2. Such institution or organization shall inform that State of the issue of each certificate. In all cases, the State Party shall fully guarantee the completeness and accuracy of the certificate

so issued and shall undertake to ensure the necessary arrangements to satisfy this obligation.

- (b) A State Party shall notify the Secretary-General of:
  - (i) The specific responsibilities and conditions of the authority delegated to an institution or organization recognized by it;
  - (ii) The withdrawal of such authority; and
  - (iii) The date from which such authority or withdrawal of such authority takes effect.

An authority delegated shall not take effect prior to three months from the date on which notification to that effect was given to the Secretary-General.

(c) The institution or organization authorized to issue certificates in accordance with this paragraph shall, as a minimum, be authorized to withdraw these certificates if the conditions under which they have been issued are not maintained. In all cases the institution or organization shall report such withdrawal to the State on whose behalf the certificate was issued.

4. The certificate shall be in the official language or languages of the issuing State. If the language used is not English, French or Spanish, the text shall include a translation into one of these languages and, where the State so decides, the official language of the State may be omitted.

5. The certificate shall be carried on board the ship and a copy shall be deposited with the authorities who keep the record of the ship's registry or, if the ship is not registered in a State Party, with the authorities issuing or certifying the certificate.

6. An insurance or other financial security shall not satisfy the requirements of this article if it can cease, for reasons other than the expiry of the period of validity of the insurance or security specified in the certificate under paragraph 2 of this article, before three months have elapsed from the date on which notice of its termination is given to the authorities referred to in paragraph 5 of this article, unless the certificate has been surrendered to these authorities or a new certificate has been issued within the said period. The foregoing provisions shall similarly apply to any modification which results in the insurance or security no longer satisfying the requirements of this article.

7. The State of the ship's registry shall, subject to the provisions of this article, determine the conditions of issue and validity of the certificate.

8. Nothing in this Convention shall be construed as preventing a State Party from relying on information obtained from other States or the Organization or other international organizations relating to the financial standing of providers of insurance or financial security for the purposes of this Convention. In such cases, the State Party relying on such information is not relieved of its responsibility as a State issuing the certificate required by paragraph 2.

9. Certificates issued or certified under the authority of a State Party shall be accepted by other States Parties for the purposes of this Convention and shall be regarded by other States Parties as having the same force as certificates issued or certified by them even if issued or certified in respect of a ship not registered in a State Party. A State Party may at any time request consultation with the issuing or certifying State should it believe that the insurer or guarantor named in the insurance certificate is not financially capable of meeting the obligations imposed by this Convention.

10. Any claim for compensation for pollution damage may be brought directly against the insurer or other person providing financial security for the registered owner's liability for pollution damage. In such a case the defendant may invoke the defences (other than bankruptcy or winding up of the shipowner) which the shipowner would have been entitled to invoke, including limitation pursuant to article 6. Furthermore, even if the shipowner is not entitled to limitation of liability according to article 6, the defendant may limit liability to an amount equal to the amount of the insurance or other financial security required to be maintained in accordance with paragraph 1. Moreover, the defendant may invoke the defence that the pollution damage resulted from the wilful misconduct of the shipowner, but the defendant shall not invoke any other defence which the defendant might have been entitled to invoke in proceedings brought by the shipowner against the defendant. The defendant shall in any event have the right to require the shipowner to be joined in the proceedings.

11. A State Party shall not permit a ship under its flag to which this article applies to operate at any time, unless a certificate has been issued under paragraph 2 or 14.

12. Subject to the provisions of this article, each State Party shall ensure, under its national law, that insurance or other security, to the extent specified in paragraph 1, is in force in respect of any ship having a gross tonnage greater than 1000, wherever registered, entering or leaving a port in its territory or arriving at or leaving an offshore facility in its territorial sea.

13. Notwithstanding the provisions of paragraph 5, a State Party may notify the Secretary-General that, for the purposes of paragraph 12, ships are not required to carry on board or to produce the certificate required by paragraph 2, when entering or leaving ports or arriving at or leaving from offshore facilities in its territory, provided that the State Party which issues the certificate required by paragraph 2 has notified the Secretary-General that it maintains records in an electronic format, accessible to all States Parties, attesting the existence of the certificate and enabling States Parties to discharge their obligations under paragraph 12.

14. If insurance or other financial security is not maintained in respect of a ship owned by a State Party, the provisions of this article relating thereto shall not be applicable to such ship, but the ship shall carry a certificate issued by the appropriate authority of the State of the ship's registry stating that the ship is owned by that State and that the ship's liability is covered within the limit prescribed in accordance with paragraph 1. Such a certificate shall follow as closely as possible the model prescribed by paragraph 2.

15. A State may, at the time of ratification, acceptance, approval of or accession to this Convention or at any time thereafter, declare that this article does not apply to ships operating exclusively within the area of that State referred to in article 2 (a) (i).

#### *Article 8*

#### TIME LIMITS

Rights to compensation under this Convention shall be extinguished unless an action is brought thereunder within three years from the date when the damage occurred. However, in no case shall an action be brought more than six years from the date of the incident which caused the damage. Where the incident consists of a series of occurrences, the six years' period shall run from the date of the first such occurrence.

*Article 9*

JURISDICTION

1. Where an incident has caused pollution damage in the territory, including the territorial sea, or in an area referred to in article 2 (a) (ii) of one or more States Parties, or preventive measures have been taken to prevent or minimize pollution damage in such territory, including the territorial sea, or in such area, actions for compensation against the shipowner, insurer or other person providing security for the shipowner's liability may be brought only in the courts of any such States Parties.

2. Reasonable notice of any action taken under paragraph 1 shall be given to each defendant.

3. Each State Party shall ensure that its courts have jurisdiction to entertain actions for compensation under this Convention.

*Article 10*

RECOGNITION AND ENFORCEMENT

1. Any judgement given by a Court with jurisdiction in accordance with article 9 which is enforceable in the State of origin where it is no longer subject to ordinary forms of review, shall be recognized in any State Party, except:

(a) Where the judgement was obtained by fraud; or

(b) Where the defendant was not given reasonable notice and a fair opportunity to present his or her case.

2. A judgement recognized under paragraph 1 shall be enforceable in each State Party as soon as the formalities required in that State have been complied with. The formalities shall not permit the merits of the case to be reopened.

*Article 11*

SUPERSESSION CLAUSE

This Convention shall supersede any Convention in force or open for signature, ratification or accession at the date on which this Convention is opened for signature, but only to the extent that such Convention would be in conflict with it; however, nothing in this article shall affect the obligations of States Parties to States not party to this Convention arising under such Convention.

*Article 12*

SIGNATURE, RATIFICATION, ACCEPTANCE,  
APPROVAL AND ACCESSION

1. This Convention shall be open for signature at the headquarters of the Organization from 1 October 2001 until 30 September 2002 and shall thereafter remain open for accession.

2. States may express their consent to be bound by this Convention by:

(a) Signature without reservation as to ratification, acceptance or approval;

(b) Signature subject to ratification, acceptance or approval followed by ratification, acceptance or approval; or

(c) Accession.

3. Ratification, acceptance, approval or accession shall be effected by the deposit of an instrument to that effect with the Secretary-General.

4. Any instrument of ratification, acceptance, approval or accession deposited after the entry into force of an amendment to this Convention with respect to all existing State Parties, or after the completion of all measures required for the entry into force of the amendment with respect to those State Parties shall be deemed to apply to this Convention as modified by the amendment.

### *Article 13*

#### STATES WITH MORE THAN ONE SYSTEM OF LAW

1. If a State has two or more territorial units in which different systems of law are applicable in relation to matters dealt with in this Convention, it may at the time of signature, ratification, acceptance, approval or accession declare that this Convention shall extend to all its territorial units or only to one or more of them and may modify this declaration by submitting another declaration at any time.

2. Any such declaration shall be notified to the Secretary-General and shall state expressly the territorial units to which this Convention applies.

3. In relation to a State Party which has made such a declaration:

(a) In the definition of “registered owner” in article 1 (4), references to a State shall be construed as references to such a territorial unit;

(b) References to the State of a ship’s registry and, in relation to a compulsory insurance certificate, to the issuing or certifying State, shall be construed as referring to the territorial unit respectively in which the ship is registered and which issues or certifies the certificate;

(c) References in this Convention to the requirements of national law shall be construed as references to the requirements of the law of the relevant territorial unit; and

(d) References in articles 9 and 10 to courts, and to judgements which must be recognized in States Parties, shall be construed as references respectively to courts of, and to judgements which must be recognized in, the relevant territorial unit.

### *Article 14*

#### ENTRY INTO FORCE

1. This Convention shall enter into force one year following the date on which eighteen States, including five States each with ships whose combined gross tonnage is not less than 1 million, have either signed it without reservation as to ratification, acceptance or approval or have deposited instruments of ratification, acceptance, approval or accession with the Secretary-General.

2. For any State which ratifies, accepts, approves or accedes to it after the conditions in paragraph 1 for entry into force have been met, this Convention shall enter into force three months after the date of deposit by such State of the appropriate instrument.

### *Article 15*

#### DENUNCIATION

1. This Convention may be denounced by any State Party at any time after the date on which this Convention comes into force for that State.



2. Denunciation shall be effected by the deposit of an instrument with the Secretary-General.

3. A denunciation shall take effect one year, or such longer period as may be specified in the instrument of denunciation, after its deposit with the Secretary-General.

#### *Article 16*

##### REVISION OR AMENDMENT

1. A conference for the purpose of revising or amending this Convention may be convened by the Organization.

2. The Organization shall convene a conference of the States Parties for revising or amending this Convention at the request of not less than one third of the States Parties.

#### *Article 17*

##### DEPOSITARY

1. This Convention shall be deposited with the Secretary-General.

2. The Secretary-General shall:

(a) Inform all States which have signed or acceded to this Convention of:

(i) Each new signature or deposit of instrument together with the date thereof;

(ii) The date of entry into force of this Convention;

(iii) The deposit of any instrument of denunciation of this Convention together with the date of the deposit and the date on which the denunciation takes effect; and

(iv) Other declarations and notifications made under this Convention.

(b) Transmit certified true copies of this Convention to all signatory States and to all States which accede to this Convention.

#### *Article 18*

##### TRANSMISSION TO UNITED NATIONS

As soon as this Convention comes into force, the text shall be transmitted by the Secretary-General to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of the Charter of the United Nations.

#### *Article 19*

##### LANGUAGES

This Convention is established in a single original in the Arabic, Chinese, English, French, Russian and Spanish languages, each text being equally authentic.

DONE AT LONDON this twenty-third day of March, two thousand and one.

IN WITNESS WHEREOF the undersigned being duly authorized by their respective Governments for that purpose have signed this Convention.

ANNEX

***Certificate of insurance or other financial security  
in respect of civil liability for bunker oil pollution damage***

*Issued in accordance with the provisions of article 7  
of the International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001*

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<i>Name of Ship</i>	<i>Distinctive number or letters</i>	<i>IMO Ship Identification Number</i>	<i>Port of Registry</i>	<i>Name and full address of the principal place of business of the registered owner</i>
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This is to certify that there is in force in respect of the above-named ship a policy of insurance or other financial security satisfying the requirements of article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001.

Type of Security .....

Duration of Security .....

Name and address of the insurer(s) and/or guarantor(s) .....

Name .....

Address .....

This certificate is valid until .....

Issued or certified by the Government of .....

*(Full designation of the State)*

OR

*The following text should be used when a State Party avails itself of article 7 (3)*

The present certificate is issued under the authority of the Government of

.....  
*(full designation of the State) by* .....

..... *(name of institution or organization)*

At ..... On .....

*(Place)*

*(Date)*

.....  
*(Signature and Title of issuing or certifying official)*

#### EXPLANATORY NOTES

1. If desired, the designation of the State may include a reference to the competent public authority of the country where the Certificate is issued.
2. If the total amount of security has been furnished by more than one source, the amount of each of them should be indicated.
3. If security is furnished in several forms, these should be enumerated.
4. The entry "Duration of Security" must stipulate the date on which such security takes effect.
5. The entry "Address" of the insurer(s) and/or guarantor(s) must indicate the principal place of business of the insurer(s) and/or guarantor(s). If appropriate, the place of business where the insurance or other security is established shall be indicated.

#### (b) International Convention on the Control of Harmful Anti-Fouling Systems on Ships. Done at London on 5 October 2001<sup>7</sup>

##### *The Parties to this Convention,*

*Noting* that scientific studies and investigations by Governments and competent international organizations have shown that certain anti-fouling systems used on ships pose a substantial risk of toxicity and other chronic impacts to ecologically and economically important marine organisms and also that human health may be harmed as a result of the consumption of affected seafood,

*Noting in particular* the serious concern regarding anti-fouling systems that use organotin compounds as biocides, and being convinced that the introduction of such organotins into the environment must be phased out,

*Recalling* that chapter 17 of Agenda 21, adopted by the United Nations Conference on Environment and Development, 1992, calls upon States to take measures to reduce pollution caused by organotin compounds used in anti-fouling systems,

*Recalling also* that resolution A.895(21), adopted by the Assembly of the International Maritime Organization on 25 November 1999, urges the Organization's Marine Environment Protection Committee to work towards the expeditious development of a global legally binding instrument to address the harmful effects of anti-fouling systems as a matter of urgency,

*Mindful* of the precautionary approach set out in principle 15 of the Rio Declaration on Environment and Development and referred to in resolution MEPC.67(37) adopted by the Marine Environment Protection Committee on 15 September 1995,

*Recognizing* the importance of protecting the marine environment and human health from adverse effects of anti-fouling systems,

*Recognizing also* that the use of anti-fouling systems to prevent the build-up of organisms on the surface of ships is of critical importance to efficient commerce, shipping and impeding the spread of harmful aquatic organisms and pathogens,

*Recognizing further* the need to continue to develop anti-fouling systems which are effective and environmentally safe and to promote the substitution of harmful systems by less harmful systems or preferably harmless systems,

*Have agreed* as follows:

## *Article 1*

### GENERAL OBLIGATIONS

1. Each Party to this Convention undertakes to give full and complete effect to its provisions in order to reduce or eliminate adverse effects on the marine environment and human health caused by anti-fouling systems.

2. The annexes form an integral part of this Convention. Unless expressly provided otherwise, a reference to this Convention constitutes at the same time a reference to its annexes.

3. No provision of this Convention shall be interpreted as preventing a State from taking, individually or jointly, more stringent measures with respect to the reduction or elimination of adverse effects of anti-fouling systems on the environment, consistent with international law.

4. Parties shall endeavour to cooperate for the purpose of effective implementation, compliance and enforcement of this Convention.

5. The Parties undertake to encourage the continued development of anti-fouling systems that are effective and environmentally safe.

## *Article 2*

### DEFINITIONS

For the purposes of this Convention, unless expressly provided otherwise:

1. "Administration" means the Government of the State under whose authority the ship is operating. With respect to a ship entitled to fly a flag of a State, the Administration is the Government of that State. With respect to fixed or floating platforms engaged in exploration and exploitation of the seabed and subsoil thereof adjacent to the coast over which the coastal State exercises sovereign rights for the purposes of exploration and exploitation of their natural resources, the Administration is the Government of the coastal State concerned.

2. "Anti-fouling system" means a coating, paint, surface treatment, surface or device that is used on a ship to control or prevent attachment of unwanted organisms.

3. "Committee" means the Marine Environment Protection Committee of the Organization.

4. "Gross tonnage" means the gross tonnage calculated in accordance with the tonnage measurement regulations contained in annex 1 to the International Convention on Tonnage Measurement of Ships, 1969, or any successor Convention.

5. "International voyage" means a voyage by a ship entitled to fly the flag of one State to or from a port, shipyard or offshore terminal under the jurisdiction of another State.

6. "Length" means the length as defined in the International Convention on Load Lines, 1966, as modified by the Protocol of 1988 relating thereto or any successor Convention.

7. "Organization" means the International Maritime Organization.

8. "Secretary-General" means the Secretary-General of the Organization.

9. "Ship" means a vessel of any type whatsoever operating in the marine environment and includes hydrofoil boats, air-cushion vehicles, submersibles, floating craft, fixed or floating platforms, floating storage units (FSUs) and floating production storage and offloading units (FPSOs).

10. “Technical group” is a body comprised of representatives of the Parties, members of the Organization, the United Nations and its specialized agencies, intergovernmental organizations having agreements with the Organization, and non-governmental organizations in consultative status with the Organization, which should preferably include representatives of institutions and laboratories that engage in anti-fouling system analysis. These representatives shall have expertise in environmental fate and effects, toxicological effects, marine biology, human health, economic analysis, risk management, international shipping, anti-fouling systems coating technology or other fields of expertise necessary to objectively review the technical merits of a comprehensive proposal.

#### *Article 3*

##### APPLICATION

1. Unless otherwise specified in this Convention, this Convention shall apply to:
  - (a) Ships entitled to fly the flag of a Party;
  - (b) Ships not entitled to fly the flag of a Party, but which operate under the authority of a Party; and
  - (c) Ships that enter a port, shipyard or offshore terminal of a Party, but do not fall within subparagraph (a) or (b).

2. This Convention shall not apply to any warships, naval auxiliary or other ships owned or operated by a Party and used, for the time being, only on government non-commercial service. However, each Party shall ensure, by the adoption of appropriate measures not impairing operations or operational capabilities of such ships owned or operated by it, that such ships act in a manner consistent, so far as is reasonable and practicable, with this Convention.

3. With respect to the ships of non-parties to this Convention, Parties shall apply the requirements of this Convention as may be necessary to ensure that no more favourable treatment is given to such ships.

#### *Article 4*

##### CONTROLS ON ANTI-FOULING SYSTEMS

1. In accordance with the requirements specified in annex 1, each Party shall prohibit and/or restrict:

(a) The application, re-application, installation or use of harmful anti-fouling systems on ships referred to in article 3 (l) (a) or (b); and

(b) The application, re-application, installation or use of such systems, while in a Party's port, shipyard or offshore terminal, on ships referred to in article 3 (l) (c),

and shall take effective measures to ensure that such ships comply with those requirements.

2. Ships bearing an anti-fouling system which is controlled through an amendment to annex 1 following the entry into force of this Convention may retain that system until the next scheduled renewal of that system, but in no event for a period exceeding 60 months following application, unless the Committee decides that exceptional circumstances exist to warrant earlier implementation of the control.

## *Article 5*

### CONTROLS OF ANNEX 1 WASTE MATERIALS

Taking into account international rules, standards and requirements, a Party shall take appropriate measures in its territory to require that wastes from the application or removal of an anti-fouling system controlled in annex 1 are collected, handled, treated and disposed of in a safe and environmentally sound manner to protect human health and the environment

## *Article 6*

### PROCESS FOR PROPOSING AMENDMENTS TO CONTROLS ON ANTI-FOULING SYSTEMS

1. Any Party may propose an amendment to annex 1 in accordance with this article.

2. An initial proposal shall contain the information required in annex 2, and shall be submitted to the Organization. When the Organization receives a proposal, it shall bring the proposal to the attention of the Parties, members of the Organization, the United Nations and its specialized agencies, intergovernmental organizations having agreements with the Organization and non-governmental organizations in consultative status with the Organization and shall make it available to them.

3. The Committee shall decide whether the anti-fouling system in question warrants a more in-depth review based on the initial proposal. If the Committee decides that further review is warranted, it shall require the proposing Party to submit to the Committee a comprehensive proposal containing the information required in annex 3, except where the initial proposal also includes all the information required in annex 3. Where the Committee is of the view that there is a threat of serious or irreversible damage, lack of full scientific certainty shall not be used as a reason to prevent a decision to proceed with the evaluation of the proposal. The Committee shall establish a technical group in accordance with article 7.

4. The technical group shall review the comprehensive proposal along with any additional data submitted by any interested entity and shall evaluate and report to the Committee whether the proposal has demonstrated a potential for unreasonable risk of adverse effects on non-target organisms or human health such that the amendment of annex 1 is warranted. In this regard:

- (a) The technical group's review shall include:
  - (i) An evaluation of the association between the anti-fouling system in question and the related adverse effects observed either in the environment or on human health, including, but not limited to, the consumption of affected seafood or through controlled studies based on the data described in annex 3 and any other relevant data which come to light;
  - (ii) An evaluation of the potential risk reduction attributable to the proposed control measures and any other control measures that may be considered by the technical group;
  - (iii) Consideration of available information on the technical feasibility of control measures and the cost-effectiveness of the proposal;
  - (iv) Consideration of available information on other effects from the introduction of such control measures relating to:

- The environment (including, but not limited to, the cost of inaction and the impact on air quality);
  - Shipyard health and safety concerns (i.e. effects on shipyard workers);
  - The cost to international shipping and other relevant sectors; and
- (v) Consideration of the availability of suitable alternatives, including a consideration of the potential risks of alternatives;

(b) The technical group's report shall be in writing and shall take into account each of the evaluations and considerations referred to in subparagraph (a), except that the technical group may decide not to proceed with the evaluations and considerations described in subparagraph (a) (ii) through (a) (v) if it determines after the evaluation in subparagraph (a) (i) that the proposal does not warrant further consideration;

(c) The technical group's report shall include, inter alia, a recommendation on whether international controls pursuant to this Convention are warranted on the anti-fouling system in question, on the suitability of the specific control measures suggested in the comprehensive proposal or on other control measures which it believes to be more suitable.

5. The technical group's report shall be circulated to the Parties, members of the Organization, the United Nations and its specialized agencies, intergovernmental organizations having agreements with the Organization and non-governmental organizations in consultative status with the Organization, prior to its consideration by the Committee. The Committee shall decide whether to approve any proposal to amend annex 1, and any modifications thereto, if appropriate, taking into account the technical group's report. If the report finds a threat of serious or irreversible damage, lack of full scientific certainty shall not, itself, be used as a reason to prevent a decision from being taken to list an anti-fouling system in annex 1. The proposed amendments to annex 1, if approved by the Committee, shall be circulated in accordance with article 16 (2) (a). A decision not to approve the proposal shall not preclude future submission of a new proposal with respect to a particular anti-fouling system if new information comes to light.

6. Only Parties may participate in decisions taken by the Committee described in paragraphs 3 and 5.

#### *Article 7*

#### TECHNICAL GROUPS

1. The Committee shall establish a technical group pursuant to article 6 when a comprehensive proposal is received. In circumstances where several proposals are received concurrently or sequentially, the Committee may establish one or more technical groups as needed.

2. Any Party may participate in the deliberations of a technical group, and should draw on the relevant expertise available to that Party.

3. The Committee shall decide on the terms of reference, organization and operation of the technical groups. Such terms shall provide for protection of any confidential information that may be submitted. Technical groups may hold such meetings as required, but shall endeavour to conduct their work through written or electronic correspondence or other media as appropriate.

4. Only the representatives of Parties may participate in formulating any recommendation to the Committee pursuant to article 6. A technical group shall endeavour to achieve unanimity among the representatives of the Parties. If unanimity is not possible, the technical group shall communicate any minority views of such representatives.

#### *Article 8*

##### SCIENTIFIC AND TECHNICAL RESEARCH AND MONITORING

1. The Parties shall take appropriate measures to promote and facilitate scientific and technical research on the effects of anti-fouling systems as well as monitoring of such effects. In particular, such research should include observation, measurement, sampling, evaluation and analysis of the effects of anti-fouling systems.

2. Each Party shall, to further the objectives of this Convention, promote the availability of relevant information to other Parties who request it on:

(a) Scientific and technical activities undertaken in accordance with this Convention;

(b) Marine scientific and technological programmes and their objectives; and

(c) The effects observed from any monitoring and assessment programmes relating to anti-fouling systems.

#### *Article 9*

##### COMMUNICATION AND EXCHANGE OF INFORMATION

1. Each Party undertakes to communicate to the Organization:

(a) A list of the nominated surveyors or recognized organizations which are authorized to act on behalf of that Party in the administration of matters relating to the control of anti-fouling systems in accordance with this Convention for circulation to the Parties for the information of their officers. The Administration shall therefore notify the Organization of the specific responsibilities and conditions of the authority delegated to nominated surveyors or recognized organizations; and

(b) On an annual basis, information regarding any anti-fouling systems approved, restricted or prohibited under its domestic law.

2. The Organization shall make available, through any appropriate means, information communicated to it under paragraph 1.

3. For those anti-fouling systems approved, registered or licensed by a Party, such Party shall either provide, or require the manufacturers of such anti-fouling systems to provide, to those Parties which request it, relevant information on which its decision was based, including information provided for in annex 3, or other information suitable for making an appropriate evaluation of the anti-fouling system. No information shall be provided that is protected by law.

#### *Article 10*

##### SURVEY AND CERTIFICATION

A Party shall ensure that ships entitled to fly its flag or operating under its authority are surveyed and certified in accordance with the regulations in annex 4.



## Article 11

### INSPECTIONS OF SHIPS AND DETECTION OF VIOLATIONS

1. A ship to which this Convention applies may, in any port, shipyard or offshore terminal of a Party, be inspected by officers authorized by that Party for the purpose of determining whether the ship is in compliance with this Convention. Unless there are clear grounds for believing that a ship is in violation of this Convention, any such inspection shall be limited to:

(a) Verifying that, where required, there is on board a valid International Anti-fouling System Certificate or a Declaration on Anti-fouling System; and/or

(b) A brief sampling of the ship's anti-fouling system that does not affect the integrity, structure or operation of the anti-fouling system taking into account guidelines developed by the Organization.<sup>a</sup> However, the time required to process the results of such sampling shall not be used as a basis for preventing the movement and departure of the ship.

2. If there are clear grounds to believe that the ship is in violation of this Convention, a thorough inspection may be carried out taking into account guidelines developed by the Organization.<sup>a</sup>

3. If the ship is detected to be in violation of this Convention, the Party carrying out the inspection may take steps to warn, detain, dismiss or exclude the ship from its ports. A Party taking such action against a ship for the reason that the ship does not comply with this Convention shall immediately inform the Administration of the ship concerned.

4. Parties shall cooperate in the detection of violations and the enforcement of this Convention. A Party may also inspect a ship when it enters the ports, shipyards or offshore terminals under its jurisdiction, if a request for an investigation is received from any Party, together with sufficient evidence that a ship is operating or has operated in violation of this Convention. The report of such investigation shall be sent to the Party requesting it and to the competent authority of the Administration of the ship concerned so that the appropriate action may be taken under this Convention.

## Article 12

### VIOLATIONS

1. Any violation of this Convention shall be prohibited and sanctions shall be established therefor under the law of the Administration of the ship concerned wherever the violation occurs. If the Administration is informed of such a violation, it shall investigate the matter and may request the reporting Party to furnish additional evidence of the alleged violation. If the Administration is satisfied that sufficient evidence is available to enable proceedings to be brought in respect of the alleged violation, it shall cause such proceedings to be taken as soon as possible, in accordance with its laws. The Administration shall promptly inform the Party that reported the alleged violation, as well as the Organization, of any action taken. If the Administration has not taken any action within one year after receiving the information, it shall so inform the Party which reported the alleged violation.

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<sup>a</sup>Guidelines to be developed.

2. Any violation of this Convention within the jurisdiction of any Party shall be prohibited and sanctions shall be established therefor under the law of that Party. Whenever such a violation occurs, that Party shall either:

(a) Cause proceedings to be taken in accordance with its law; or

(b) Furnish to the Administration of the ship concerned such information and evidence as may be in its possession that a violation has occurred.

3. The sanctions established under the laws of a Party pursuant to this article shall be adequate in severity to discourage violations of this Convention wherever they occur.

### *Article 13*

#### UNDUE DELAY OR DETENTION OF SHIPS

1. All possible efforts shall be made to avoid a ship being unduly detained or delayed under article 11 or 12.

2. When a ship is unduly detained or delayed under article 11 or 12, it shall be entitled to compensation for any loss or damage suffered.

### *Article 14*

#### DISPUTE SETTLEMENT

Parties shall settle any dispute between them concerning the interpretation or application of this Convention by negotiation, enquiry, mediation, conciliation, arbitration, judicial settlement, resort to regional agencies or arrangements or other peaceful means of their own choice.

### *Article 15*

#### RELATIONSHIP TO INTERNATIONAL LAW OF THE SEA

Nothing in this Convention shall prejudice the rights and obligations of any State under customary international law as reflected in the United Nations Convention on the Law of the Sea.

### *Article 16*

#### AMENDMENTS

1. This Convention may be amended by either of the procedures specified in the following paragraphs.

2. Amendments after consideration within the Organization:

(a) Any Party may propose an amendment to this Convention. A proposed amendment shall be submitted to the Secretary-General, who shall then circulate it to the Parties and members of the Organization at least six months prior to its consideration. In the case of a proposal to amend annex 1, it shall be processed in accordance with article 6, prior to its consideration under this article.

(b) An amendment proposed and circulated as above shall be referred to the Committee for consideration. Parties, whether or not members of the Organization, shall be entitled to participate in the proceedings of the Committee for consideration and adoption of the amendment.

(c) Amendments shall be adopted by a two-thirds majority of the Parties present and voting in the Committee, on condition that at least one third of the Parties shall be present at the time of voting.

(d) Amendments adopted in accordance with subparagraph (c) shall be communicated by the Secretary-General to the Parties for acceptance.

(e) An amendment shall be deemed to have been accepted in the following circumstances:

(i) An amendment to an article of this Convention shall be deemed to have been accepted on the date on which two thirds of the Parties have notified the Secretary-General of their acceptance of it.

(ii) An amendment to an annex shall be deemed to have been accepted at the end of twelve months after the date of adoption or such other date as determined by the Committee. However, if by that date more than one third of the Parties notify the Secretary-General that they object to the amendment, it shall be deemed not to have been accepted.

(f) An amendment shall enter into force under the following conditions:

(i) An amendment to an article of this Convention shall enter into force for those Parties that have declared that they have accepted it six months after the date on which it is deemed to have been accepted in accordance with subparagraph (e) (i).

(ii) An amendment to annex 1 shall enter into force with respect to all Parties six months after the date on which it is deemed to have been accepted, except for any Party that has:

(1) Notified its objection to the amendment in accordance with subparagraph (e) (ii) and that has not withdrawn such objection;

(2) Notified the Secretary-General, prior to the entry into force of such amendment, that the amendment shall enter into force for it only after a subsequent notification of its acceptance; or

(3) Made a declaration at the time it deposits its instrument of ratification, acceptance or approval of or accession to, this Convention that amendments to annex 1 shall enter into force for it only after the notification to the Secretary-General of its acceptance with respect to such amendments.

(iii) An amendment to an annex other than annex 1 shall enter into force with respect to all Parties six months after the date on which it is deemed to have been accepted, except for those Parties that have notified their objection to the amendment in accordance with subparagraph (e) (ii) and that have not withdrawn such objection.

(g) (i) A Party that has notified an objection under subparagraph (f) (ii) (1) or (iii) may subsequently notify the Secretary-General that it accepts the amendment. Such amendment shall enter into force for such Party six months after the date of its notification of acceptance or the date on which the amendment enters into force, whichever is the later date.

(ii) If a Party that has made a notification or declaration referred to in subparagraph (f) (ii) (2) or (3), respectively, notifies the Secretary-General of its acceptance with respect to an amendment, such amendment shall

enter into force for such Party six months after the date of its notification of acceptance or the date on which the amendment enters into force, whichever is the later date.

3. Amendment by a Conference:

(a) Upon the request of a Party concurred in by at least one third of the Parties, the Organization shall convene a Conference of Parties to consider amendments to this Convention.

(b) An amendment adopted by such a Conference by a two-thirds majority of the Parties present and voting shall be communicated by the Secretary-General to all Parties for acceptance.

(c) Unless the Conference decides otherwise, the amendment shall be deemed to have been accepted and shall enter into force in accordance with the procedures specified in paragraphs 2 (e) and (f) respectively of this article.

4. Any Party that has declined to accept an amendment to an annex shall be treated as a non-party only for the purpose of application of that amendment.

5. An addition of a new annex shall be proposed and adopted and shall enter into force in accordance with the procedure applicable to an amendment to an article of this Convention.

6. Any notification or declaration under this article shall be made in writing to the Secretary-General.

7. The Secretary-General shall inform the Parties and members of the Organization of:

(a) Any amendment that enters into force and the date of its entry into force generally and for each Party; and

(b) Any notification or declaration made under this article.

*Article 17*

SIGNATURE, RATIFICATION, ACCEPTANCE, APPROVAL AND ACCESSION

1. This Convention shall be open for signature by any State at the headquarters of the Organization from 1 February 2002 to 31 December 2002 and shall thereafter remain open for accession by any State.

2. States may become Parties to this Convention by:

(a) Signature not subject to ratification, acceptance or approval; or

(b) Signature subject to ratification, acceptance or approval, followed by ratification, acceptance or approval; or

(c) Accession.

3. Ratification, acceptance, approval or accession shall be effected by the deposit of an instrument to that effect with the Secretary-General.

4. If a State comprises two or more territorial units in which different systems of law are applicable in relation to matters dealt with in this Convention, it may at the time of signature, ratification, acceptance, approval or accession declare that this Convention shall extend to all its territorial units or only to one or more of them and may modify this declaration by submitting another declaration at any time.

5. Any such declaration shall be notified to the Secretary-General and shall state expressly the territorial units to which this Convention applies.

#### *Article 18*

##### ENTRY INTO FORCE

1. This Convention shall enter into force twelve months after the date on which not less than twenty-five States, the combined merchant fleets of which constitute not less than twenty-five per cent of the gross tonnage of the world's merchant shipping, have either signed it without reservation as to ratification, acceptance or approval or have deposited the requisite instrument of ratification, acceptance, approval or accession in accordance with article 17.

2. For States which have deposited an instrument of ratification, acceptance, approval or accession in respect of this Convention after the requirements for entry into force thereof have been met, but prior to the date of entry in force, the ratification, acceptance, approval or accession shall take effect on the date of entry into force of this Convention or three months after the date of deposit of the instrument, whichever is the later date.

3. Any instrument of ratification, acceptance, approval or accession deposited after the date on which this Convention enters into force shall take effect three months after the date of deposit.

4. After the date on which an amendment to this Convention is deemed to have been accepted under article 16, any instrument of ratification, acceptance, approval or accession deposited shall apply to the Convention as amended.

#### *Article 19*

##### DENUNCIATION

1. This Convention may be denounced by any Party at any time after the expiry of two years from the date on which this Convention enters into force for that Party.

2. Denunciation shall be effected by the deposit of written notification with the Secretary-General, to take effect one year after receipt or such longer period as may be specified in that notification.

#### *Article 20*

##### DEPOSITARY

1. This Convention shall be deposited with the Secretary-General, who shall transmit certified copies of this Convention to all States which have signed this Convention or acceded thereto.

2. In addition to the functions specified elsewhere in this Convention, the Secretary-General shall:

- (a) Inform all States which have signed this Convention or acceded thereto of:
  - (i) Each new signature or deposit of an instrument of ratification, acceptance, approval or accession, together with the date thereof;
  - (ii) The date of entry into force of this Convention; and
  - (iii) The deposit of any instrument of denunciation of this Convention, together with the date on which it was received and the date on which the denunciation takes effect; and

(b) As soon as this Convention enters into force, transmit the text thereof to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of the Charter of the United Nations.

*Article 21*

LANGUAGES

This Convention is established in a single original in the Arabic, Chinese, English, French, Russian and Spanish languages, each text being equally authentic.

IN WITNESS WHEREOF the undersigned being duly authorized by their respective Governments for that purpose have signed this Convention.

DONE AT LONDON, this fifth day of October, two thousand and one.

**ANNEX 1**

**Controls on anti-fouling systems**

<i>Anti-fouling system</i>	<i>Control measures</i>	<i>Application</i>	<i>Effective date</i>
Organotin compounds which act as biocides in anti-fouling systems	Ships shall not apply or re-apply such compounds	All ships	1 January 2003
Organotin compounds which act as biocides in anti-fouling systems	Ships either: (1) Shall not bear such compounds on their hulls or external parts or surfaces; or (2) Shall bear a coating that forms a barrier to such compounds leaching from the underlying non-compliant anti-fouling systems	All ships (except fixed and floating platforms, FSUs, and FPSOs that have been constructed prior to 1 January 2003 and that have not been in dry dock on or after 1 January 2003)	1 January 2008

**ANNEX 2**

**Required elements for an initial proposal**

1. An initial proposal shall include adequate documentation containing at least the following:

(a) Identification of the anti-fouling system addressed in the proposal: name of the anti-fouling system; name of active ingredients and Chemical Abstract Services Registry Number (CAS number), as applicable; or components of the system which are suspected of causing the adverse effects of concern;

(b) Characterization of the information which suggests that the anti-fouling system or its transformation products may pose a risk to human health or may cause adverse effects in non-target organisms at concentrations likely to be found in the environment (e.g., the results of toxicity studies on representative species or bioaccumulation data);

(c) Material supporting the potential of the toxic components in the anti-fouling system or its transformation products, to occur in the environment at concentrations which could result in adverse effects to non-target organisms, human health or water quality (e.g., data on persistence in the water column, sediments and biota; the release rate of toxic components from treated surfaces in studies or under actual use conditions; or monitoring data, if available);

(d) An analysis of the association between the anti-fouling system, the related adverse effects and the environmental concentrations observed or anticipated; and

(e) A preliminary recommendation on the type of restrictions that could be effective in reducing the risks associated with the anti-fouling system.

2. An initial proposal shall be submitted in accordance with rules and procedures of the Organization.

### ANNEX 3

#### Required elements of a comprehensive proposal

1. A comprehensive proposal shall include adequate documentation containing the following:

(a) Developments in the data cited in the initial proposal;

(b) Findings from the categories of data set out in paragraphs 3 (a), (b) and (c), as applicable, depending on the subject of the proposal and the identification or description of the methodologies under which the data were developed;

(c) A summary of the results of studies conducted on the adverse effects of the anti-fouling system;

(d) If any monitoring has been conducted, a summary of the results of that monitoring, including information on ship traffic and a general description of the area monitored;

(e) A summary of the available data on environmental or ecological exposure and any estimates of environmental concentrations developed through the application of mathematical models, using all available environmental fate parameters, preferably those which were determined experimentally, along with an identification or description of the modelling methodology;

(f) An evaluation of the association between the anti-fouling system in question, the related adverse effects and the environmental concentrations, either observed or expected;

(g) A qualitative statement of the level of uncertainty in the evaluation referred to in subparagraph (f);

(h) A recommendation of specific control measures to reduce the risks associated with the anti-fouling system; and

(i) A summary of the results of any available studies on the potential effects of the recommended control measures relating to air quality, shipyard conditions, international shipping and other relevant sectors, as well as the availability of suitable alternatives.

2. A comprehensive proposal shall also include information on each of the following physical and chemical properties of the component(s) of concern, if applicable:

—melting point;

—boiling point;

—density (relative density);

—vapour pressure;

—water solubility/pH/dissociation constant (pKa);

—oxidation/reduction potential;

—molecular mass;

—molecular structure; and

—other physical and chemical properties identified in the initial proposal.

3. For the purposes of paragraph 1 (b) above, the categories of data are:

(a) Data on environmental fate and effect:

- modes of degradation/dissipation (e.g., hydrolysis/photodegradation/biodegradation);
- persistence in the relevant media (e.g., water column/sediments/biota);
- sediments/water partitioning;
- leaching rates of biocides or active ingredients;
- mass balance;
- bioaccumulation, partition coefficient, octanol/water coefficient; and
- any novel reactions on release or known interactive effects;

(b) Data on any unintended effects in aquatic plants, invertebrates, fish, seabirds, marine mammals, endangered species, other biota, water quality, the seabed or habitat of non-target organisms, including sensitive and representative organisms:

- acute toxicity;
- chronic toxicity;
- developmental and reproductive toxicity;
- endocrine disruption;
- sediment toxicity;
- bioavailability/biomagnification/bioconcentration;
- food web/population effects;
- observations of adverse effects in the field/fish kills/strandings/tissue analysis; and
- residues in seafood.

These data shall relate to one or more types of non-target organisms such as aquatic plants, invertebrates, fish, birds, mammals and endangered species;

(c) Data on the potential for human health effects (including, but not limited to, consumption of affected seafood);

4. A comprehensive proposal shall include a description of the methodologies used, as well as any relevant measures taken for quality assurance and any peer review conducted of the studies.

## ANNEX 4

### Surveys and certification requirements for anti-fouling systems

#### REGULATION 1

##### *Surveys*

1. Ships of 400 gross tonnage and above referred to in article 3 (1) (a) engaged in international voyages, excluding fixed or floating platforms, FSUs and FPSOs shall be subject to surveys specified below:

(a) An initial survey before the ship is put into service or before the International Anti-fouling System Certificate (Certificate) required under regulation 2 or 3 is issued for the first time; and

(b) A survey when the anti-fouling systems are changed or replaced. Such surveys shall be endorsed on the Certificate issued under regulation 2 or 3.



2. The survey shall be such as to ensure that the ship's anti-fouling system fully complies with this Convention.

3. The Administration shall establish appropriate measures for ships that are not subject to the provisions of paragraph 1 of this regulation in order to ensure that this Convention is complied with.

4. (a) As regards the enforcement of this Convention, surveys of ships shall be carried out by officers duly authorized by the Administration or as provided in regulation 3 (1), taking into account guidelines for surveys developed by the Organization.<sup>a</sup> Alternatively, the Administration may entrust surveys required by this Convention either to surveyors nominated for that purpose or to organizations recognized by it.

(b) An Administration nominating surveyors or recognizing organizations<sup>b</sup> to conduct surveys shall, as a minimum, empower any nominated surveyor or recognized organization to:

- (i) Require a ship that it surveys to comply with the provisions of annex 1; and
- (ii) Carry out surveys if requested by the appropriate authorities of a port State that is a Party to this Convention.

(c) When the Administration, a nominated surveyor or a recognized organization determines that the ship's anti-fouling system does not conform either to the particulars of a Certificate required under regulation 2 or 3 or to the requirements of this Convention, such Administration, surveyor or organization shall immediately ensure that corrective action is taken to bring the ship into compliance. A surveyor or organization shall also in due course notify the Administration of any such determination. If the required corrective action is not taken, the Administration shall be notified forthwith and it shall ensure that the Certificate is not issued or is withdrawn as appropriate.

(d) In the situation described in subparagraph (c), if the ship is in the port of another Party, the appropriate authorities of the port State shall be notified forthwith. When the Administration, a nominated surveyor or a recognized organization has notified the appropriate authorities of the port State, the Government of the port State concerned shall give such Administration, surveyor or organization any necessary assistance to carry out their obligations under this regulation, including any action described in article 11 or 12.

## REGULATION 2

### *Issue or endorsement of an International Anti-fouling System Certificate*

1. The Administration shall require that a ship to which regulation 1 applies is issued with a Certificate after successful completion of a survey in accordance with regulation 1. A Certificate issued under the authority of a Party shall be accepted by the other Parties and regarded for all purposes covered by this Convention as having the same validity as a Certificate issued by them.

2. Certificates shall be issued or endorsed either by the Administration or by any person or organization duly authorized by it. In every case, the Administration assumes full responsibility for the Certificate.

3. For ships bearing an anti-fouling system controlled under annex 1 that was applied before the date of entry into force of a control for such a system, the Administration shall issue a Certificate in accordance with paragraphs 2 and 3 of this regulation not later than two years after entry into force of that control. This paragraph shall not affect any requirement for ships to comply with annex 1.

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<sup>a</sup>Guidelines to be developed.

<sup>b</sup>Refer to the guidelines adopted by the Organization by resolution A.739(18), as may be amended by the Organization, and the specifications adopted by the Organization by resolution A.789(19), as may be amended by the Organization.

4. The Certificate shall be drawn up in the form corresponding to the model given in appendix 1 to this annex and shall be written at least in English, French or Spanish. If an official language of the issuing State is also used, this shall prevail in the case of the dispute or discrepancy.

### REGULATION 3

#### *Issue or endorsement of an International Anti-fouling System Certificate by another Party*

1. At the request of the Administration, another Party may cause a ship to be surveyed and, if satisfied that this Convention has been complied with, it shall issue or authorize the issue of a Certificate to the ship and, where appropriate, endorse or authorize the endorsement of that Certificate for the ship, in accordance with this Convention.

2. A copy of the Certificate and a copy of the survey report shall be transmitted as soon as possible to the requesting Administration.

3. A Certificate so issued shall contain a statement that it has been issued at the request of the Administration referred to in paragraph 1 and it shall have the same force and receive the same recognition as a Certificate issued by the Administration.

4. No Certificate shall be issued to a ship which is entitled to fly the flag of a State which is not a Party.

### REGULATION 4

#### *Validity of an International Anti-fouling System Certificate*

1. A Certificate issued under regulation 2 or 3 shall cease to be valid in either of the following cases:

(a) If the anti-fouling system is changed or replaced and the Certificate is not endorsed in accordance with this Convention; and

(b) Upon transfer of the ship to the flag of another State. A new Certificate shall only be issued when the Party issuing the new Certificate is fully satisfied that the ship is in compliance with this Convention. In the case of a transfer between Parties, if requested within three months after the transfer has taken place, the Party whose flag the ship was formerly entitled to fly shall, as soon as possible, transmit to the Administration a copy of the Certificates carried by the ship before the transfer and, if available, a copy of the relevant survey reports.

2. The issue by a Party of a new Certificate to a ship transferred from another Party may be based on a new survey or on a valid Certificate issued by the previous Party whose flag the ship was entitled to fly.

### REGULATION 5

#### *Declaration on anti-fouling system*

1. The Administration shall require a ship of 24 metres or more in length, but less than 400 gross tonnage, engaged in international voyages and to which article 3 (1) (a) applies (excluding fixed or floating platforms, FSUs and FPSOs) to carry a Declaration signed by the owner or owner's authorized agent. Such Declaration shall be accompanied by appropriate documentation (such as a paint receipt or a contractor invoice) or contain appropriate endorsement.

2. The Declaration shall be drawn up in the form corresponding to the model given in appendix 2 to this annex and shall be written at least in English, French or Spanish. If an official language of the State whose flag the ship is entitled to fly is also used, this shall prevail in the case of a dispute or discrepancy.

**APPENDIX 1 TO ANNEX 4**

**Model form of International Anti-fouling System Certificate**

INTERNATIONAL ANTI-FOULING SYSTEM CERTIFICATE

(This certificate shall be supplemented by a Record of Anti-fouling Systems.)

(Official seal)

(State)

*Issued under the*  
International Convention on the Control of Harmful  
Anti-fouling Systems on Ships  
*under the authority of the Government of*

.....  
(name of the State)

by

.....  
(person or organization authorized)

When a Certificate has been previously issued, this Certificate replaces the certificate dated

.....  
*Particulars of ship*<sup>a</sup>

Name of ship .....

Distinctive number or letters .....

Port of registry .....

Gross tonnage .....

IMO number<sup>b</sup> .....

An anti-fouling system controlled under annex 1 has not been applied during or after construction of this ship .....

An anti-fouling system controlled under annex 1 has been applied on this ship previously, but has been removed by ..... (insert name of the facility) on ..... (date) .....

An anti-fouling system controlled under annex 1 has been applied on this ship previously, but has been covered with a sealer coat applied by ..... (insert name of the facility) on ..... (date) .....

An anti-fouling system controlled under annex 1 was applied on this ship prior to ..... (date),<sup>c</sup> but must be removed or covered with a sealer coat prior to ..... (date)<sup>d</sup>

<sup>a</sup> Alternatively, the particulars of the ship may be placed horizontally in boxes.

<sup>b</sup> In accordance with the IMO Ship Identification Number Scheme adopted by the Organization with Assembly resolution A.600(15).

<sup>c</sup> Date of entry into force of the control measure.

<sup>d</sup> Date of expiration of any implementation period specified in article 4 (2) or annex 1.

THIS IS TO CERTIFY THAT:

1. the ship has been surveyed in accordance with regulation 1 of annex 4 to the Convention; and

2. the survey shows that the anti-fouling system on the ship complies with the applicable requirements of annex 1 to the Convention.

Issued at .....  
*(Place of issue of Certificate)*

.....  
*(Date of issue)* *(Signature of authorized official issuing the Certificate)*

Date of completion of the survey  
on which this certificate is issued: .....

**Model form of record of anti-fouling systems**

RECORD OF ANTI-FOULING SYSTEMS

(This Record shall be permanently attached to the International Anti-fouling System Certificate.)

*Particulars of ship*

Name of ship: .....

Distinctive number or letters: .....

IMO number: .....

*Details of anti-fouling system(s) applied*

Type(s) of anti-fouling system(s) used .....

.....

Date(s) of application of anti-fouling system(s) .....

Name(s) of company(ies) and facility(ies)/location(s) where applied .....

.....

Name(s) of anti-fouling system manufacturer(s) .....

Name(s) and colour(s) of anti-fouling system(s) .....

Active ingredient(s) and their Chemical Abstract Services Registry Number(s)  
(CAS number(s)) .....

.....

Type(s) of sealer coat, if applicable .....

.....

Name(s) and colour(s) of sealer coat applied, if applicable .....

.....

Date of application of sealer coat .....

THIS IS TO CERTIFY that this Record is correct in all respects.

Issued at .....

*(Place of issue of Record)*

.....  
*(Date of issue)*

.....  
*(Signature of authorized official issuing the Record)*

**Endorsement of the Records<sup>e</sup>**

THIS IS TO CERTIFY that a survey required in accordance with regulation 1 (1) (b) of annex 4 to the Convention found that the ship was in compliance with the Convention.

*Details of anti-fouling system(s) applied*

Type(s) of anti-fouling system(s) used .....

Date(s) of application of anti-fouling system(s) .....

Name(s) of company(ies) and facility(ies)/location(s) where applied .....

Name(s) of anti-fouling system(s) manufacturer(s) .....

Name(s) and colour(s) of anti-fouling system(s) .....

Active ingredient(s) and their Chemical Abstract Services Registry Number(s) (CAS number(s)) .....

Type(s) of sealer coat, if applicable .....

Name(s) and colour(s) of sealer coat applied, if applicable .....

Date of application of sealer coat .....

Signed: .....  
*(Signature of authorized official issuing the Record)*

Place: .....

Date:<sup>f</sup> .....  
*(Seal or stamp of the authority)*

<sup>e</sup>This page of the Record shall be reproduced and added to the Record as considered necessary by the Administration.

<sup>f</sup>Date of completion of the survey on which this endorsement is made.

**APPENDIX 2 TO ANNEX 4**

**Model form of declaration on anti-fouling system**

DECLARATION ON ANTI-FOULING SYSTEM

*Drawn up under the*

International Convention on the Control of Harmful  
Anti-fouling Systems on Ships

Name of ship .....

Distinctive number or letters .....

Port of registry .....

Length .....

Gross tonnage .....

IMO number (if applicable) .....

I declare that the anti-fouling system used on this ship complies with annex 1 of the Convention.

.....  
(Date) (Signature of owner or owner's authorized agent)

*Endorsement of anti-fouling system(s) applied*

Type(s) of anti-fouling system(s) used and date(s) of application .....

.....  
(Date) (Signature of owner or owner's authorized agent)

Type(s) of anti-fouling system(s) used and date(s) of application .....

.....  
(Date) (Signature of owner or owner's authorized agent)

Type(s) of anti-fouling system(s) used and date(s) of application .....

.....  
(Date) (Signature of owner or owner's authorized agent)

\_\_\_\_\_

#### NOTES

<sup>1</sup>Not yet in force. For entry into force, see article 26.

<sup>2</sup>Not yet in force. For entry into force, see article 18.

<sup>3</sup>Resolution 2625 (XXV), annex.

<sup>4</sup>Not yet in force. For entry into force, see article 12.

<sup>5</sup>Not yet in force. For entry into force, see article 45.

<sup>6</sup>Not yet in force. For entry into force, see article 14.

<sup>7</sup>Not yet in force. For entry into force, see article 18.