

南印度洋漁業協定

締約方

擁有妥善管理、長期養護及永續使用南印度洋漁業資源之共同利益，欲透過國際合作以進一步達成締約方之目標；

考量依據 1982 年 12 月 10 日聯合國海洋法公約及國際法一般原則，沿海國擁有其國家管轄水域，並於其中行使主權權利，以探勘、開發、養護與管理漁業資源，及養護受捕魚作業影響之海洋生物資源；

憶及 1982 年 12 月 10 日聯合國海洋法公約、1995 年 12 月 4 日履行 1982 年 12 月 10 日聯合國海洋法公約有關養護和管理跨界魚類種群和高度洄游魚類種群規定之協定、及 1993 年 11 月 24 日促進公海漁船遵守國際養護及管理措施協定的相關條文，並考量聯合國糧農組織於 1995 年 10 月 31 日第 28 屆大會通過之負責任漁業行為準則；

進一步憶及 1995 年履行 1982 年 12 月 10 日聯合國海洋法公約有關養護和管理跨界魚類種群和高度洄游魚類種群規定之協定第 17 條，以及南印度洋漁業協定非締約方須適用所通過之養護管理措施，且不得授權其懸旗船舶從事與適用本協定之漁業資源養護與永續利用不符的漁業活動；

認可開發中國家的經濟與地理因素考量及特殊需求，尤其是最低度開發國家與開發中小島國和其沿岸社區，以求從漁業資源獲取公平利益；

要求沿海國與所有其他國家、組織及對南印度洋漁業資源有興趣之捕魚實體共同合作，俾確保養護管理措施的相容性；

銘記完成上述要求將替全人類促成公平與平等經濟秩序的實現，特別是開發中國家－尤其是最低度開發國家及開發中小島國－的特殊利益與需求；

確信締結南印度洋國家管轄水域外漁業資源長期養護與永續利用之多邊協定將最能達成此等目標；

茲議定如下：

第1條 一定義

為本協定之目的：

- (a) 「1982 年公約」指 1982 年 12 月 10 日聯合國海洋法公約；
- (b) 「1995 年協定」指 1995 年 12 月 4 日履行 1982 年 12 月 10 日聯合國海洋法公約有關養護和管理跨界魚類種群和高度洄游魚類種群規定之協定；
- (c) 「區域」指本協定適用之區域，其範圍如第 3 條所述；
- (d) 「準則」指聯合國糧農組織於 1995 年 10 月 31 日第 28 屆大會通過之負責

任漁業行為準則；

- (e) 「締約方」指已同意受本協定約束且對其而言本協定已生效之任何國家或區域經濟整合組織；
- (f) 「漁業資源」指區域內之魚類、軟體動物、甲殼動物及其他定居物種，但不包括：
 - (i) 依據 1982 年公約第 77(4)條，受沿海國漁業管轄之定居物種；和
 - (ii) 1982 年公約附件 I 所列之高度洄游魚種；
- (g) 「捕魚」指：
 - (i) 實際或企圖尋找、捕捉、獲取或採捕漁業資源；
 - (ii) 為任何目的而從事可合理預期將導致定位、捕捉、獲取或採捕漁業資源之任何行為，但不包括為科學研究之目的；
 - (iii) 放置、尋找或收回任何聚集漁業資源之裝置或相關的電子設備，包括無線電浮標；
 - (iv) 為本款定義之任何活動而在海上支援或準備的任何行動，但不包括涉及船員健康或安全、或船舶安全等緊急行動；
 - (v) 為本款定義之任何活動而使用飛行器，但不包括涉及船員健康或安全、或船舶安全等緊急狀況的飛行；
- (h) 「捕魚實體」指 1995 年協定第 1(3)條所指之捕魚實體；
- (i) 「漁船」指用於或預備用於捕魚的任何船舶，包括母船、直接從事捕魚的任何其他船舶、及從事轉載的任何船舶；
- (j) 「國人」包括自然人與法人；
- (k) 「區域經濟整合組織」指一區域經濟整合組織，且其會員國已轉移本協定所涵蓋事務之權限予該組織，包括授權決定對其會員國有約束力之政策；
- (l) 「轉載」指卸下一艘漁船上的所有或任何漁業資源至另一艘船舶，且無論係於海上或港內為之。

第2條 目的

本協定目的為考量和區域接壤且為本協定締約方之開發中國家需求，尤其是最低度開發國家及開發中小島國，透過締約方相互合作，確保長期養護與永續利用區域內之漁業資源，及促進區域內漁業的永續發展。

第3條 適用區域

1. 本協定適用區域以聯結下述緯度與經度之線為界線，但不包括國家管轄水

域：

自北緯 10 度的非洲大陸起，向東沿北緯 10 度至與東經 65 度交會點，再向南沿東經 65 度至與赤道交會點，再向東沿赤道至與東經 80 度交會點，再向南沿東經 80 度至與南緯 20 度交會點，再向東沿南緯 20 度至澳洲大陸，再向南後向東沿著澳洲海岸線至與東經 120 度交會點，再向南沿東經 120 度至與南緯 55 度交會點，再向西沿南緯 55 度至與東經 80 度交會點，再向北沿東經 80 度至與南緯 45 度交會點，再向西沿南緯 45 度至與東經 30 度交會點，再向北沿東經 30 度至非洲大陸。

2. 倘為本協定之目的，需決定地球上某一點、線或區域之位置，應參照由國際地球自轉組織所維護的國際地表參考系統做出決定，該系統在實際考量上係相當於世界大地測量座標系統。

第4條 – 總則

為依據 1982 年公約及國際法實行合作之義務，締約方應適用下列原則，特別是：

- (a) 措施之通過應基於可得到的最可靠科學證據，以確保長期養護漁業資源，並考量永續利用該等資源及於管理時執行生態系統方法；
- (b) 應採取可確保捕魚活動與漁業資源永續利用相稱之措施；
- (c) 應依據準則及 1995 年協定適用預警措施，且不得以缺乏充足科學資訊為由，推遲或不採取養護管理措施；
- (d) 應管理漁業資源，以維持在可產出最高持續產量之水準，且資源枯竭的種群亦能重建至該水準；
- (e) 捕魚方法及管理措施應適當考量需減少捕魚活動對海洋環境可能造成之有害影響；
- (f) 應保育海洋環境生物多樣性；及
- (g) 應完全認可和區域接壤且為本協定締約方之開發中國家之特殊需求，尤其是最低度開發國家與開發中小島國。

第5條 – 締約方大會

1. 締約方應定期開會，考慮與執行本協定有關之事務及做出相關決定。
2. 除非締約方大會另有決定，應每年舉辦至少一次締約方例行大會，並應盡可能與西南印度洋漁業委員會接連召開。倘需要，締約方亦得召開特別會議。
3. 締約方大會應以共識決通過與修正其及附屬機構的議事規則。
4. 締約方於其首次大會時，應考慮通過預算與相應之財務規定，以提供召開締

約方大會及履行其職能所需資金。財務規定應適當考量發展中國家締約方的經濟狀況，尤其是最低度發展國家及開發中小島國，制定各締約方預算貢獻數額之決定標準，且確保於區域內從事捕魚而獲益之締約方負擔適當的預算。

第6條 - 締約方大會職能

1. 締約方大會應：

- (a) 審視漁業資源狀態，包括其豐度與利用程度；
- (b) 促進及在適當情形下協調對漁業資源、出現在和區域接壤國家管轄水域的跨界物種所須之研究活動，包括丟棄的漁獲及捕魚對海洋環境的影響；
- (c) 考量區域的環境與海洋學特性、其他人類活動及環境因子，評估捕魚對漁業資源與海洋環境之影響；
- (d) 依據可得到的最可靠科學證據，並考量保育海洋生物多樣性之需求，制訂和通過確保漁業資源長期永續所需之養護管理措施；
- (e) 通過一般建議之國際最低標準，以實行負責任漁業行動；
- (f) 發展科學與統計資料之蒐集、核實、提交、公開、散布與使用之規則；
- (g) 促進締約方之合作與協調，以確保出現在和區域接壤國家管轄水域的跨界物種養護管理措施，與締約方大會為漁業資源所通過之措施相容；
- (h) 發展監測、管制及偵查捕魚活動之規則與程序，以確保遵從締約方大會所通過之養護管理措施，包括，在適當情形下，納入船舶監控與觀測之核實系統，以及於區域執行登船檢查之規則；
- (i) 發展及監控措施，以預防、制止和消除非法、未報告及未受規範捕魚活動；
- (j) 依據國際法與任何適用文書，促使任何非締約方注意到減損達成本協定目的之任何活動；
- (k) 建立規範捕魚參與的標準及規則；及
- (l) 執行達成本協定目的所需之任何其他任務與職能。

2. 於決定捕魚參與標準時，包括分配總可捕量或總漁撈努力量，締約方除其他外，應特別考量國際原則，例如 1995 年協定所涵括之原則。

3. 於應用第 2 項條文時，締約方除其他外，得特別：

- (a) 指定締約方之年度配額分配或漁撈努力量限額；
- (b) 分配探勘與科學研究所需之漁獲量；及

(c) 如有必要，為本協定之非締約方控留捕魚機會。

4. 締約方大會應依所議定之規則，審視締約方之配額分配與漁撈努力量限額，以及非締約方的捕魚參與，除其他外，並特別考量締約方和非締約方執行締約方大會所通過之養護管理措施相關資訊。

第7條 - 附屬機構

1. 締約方大會應設立常設科學次委員會。除非締約方大會另有決定，該次委員會應每年召開至少一次會議，且於締約方大會前召開為首選，並依下列條文執行：

(a) 科學次委員會職能應為：

- (i) 考量區域的環境與海洋學特性及相關科學研究成果，執行漁業資源與捕魚對海洋環境影響之科學評估；
- (ii) 鼓勵和促進科學研究合作，以改善對漁業資源現況的認知；
- (iii) 提供締約方大會科學意見及建議，以制訂第6條第1項第(d)款所指之養護管理措施；
- (iv) 提供締約方大會科學意見及建議，以制訂監控捕魚活動相關措施；
- (v) 就漁業資料蒐集和交換的合適標準與格式，提供締約方大會科學意見及建議；及
- (vi) 締約方大會可能決定之任何其他科學職能；

(b) 科學次委員會於發展意見及建議時，應考量西南印度洋漁業委員會、其他相關研究組織及區域漁業管理組織的工作。

2. 一旦採取第6條所述之措施，締約方大會應設立紀律次委員會，以核實措施的執行與遵從。紀律次委員會應依議事規則與締約方大會接連召開，並應回報、提供意見及建議予締約方大會。
3. 締約方大會亦得設立可能所需之暫時、特別或常設次委員會，以研究與回報執行本協定目的相關之事務；以及工作小組，以針對特定技術問題進行研究並提供建議。

第8條 - 決策

1. 除本協定另有規範，締約方大會及其附屬機構針對實質事務之決定，應以出席締約方的共識決為之。共識決係指於決策當時未有任何正式的反對意見。當是否為實質事務之問題被提出時，該事務即應視為實質事務。
2. 對於第1項以外之事務進行決策時，應以出席且投票締約方的簡單多數決為之。

3. 締約方大會所通過之決定應對所有締約方具有拘束力。

第9條 – 秘書處

締約方大會應就安排執行秘書處服務，或設立秘書處做出決定，以履行下列職能：

- (a) 執行和協調本協定行政條文，包括締約方大會官方報告的彙編與發送；
- (b) 維護締約方大會及其附屬機構會議過程記錄，以及任何與執行本協定相關之其他官方文件的完整歸檔；及
- (c) 締約方大會可能決定之任何其他職能。

第10條 – 締約方義務

1. 每一締約方應就其於區域內之活動：

- (a) 迅速執行本協定與任何養護管理及其他措施或締約方可能議定之事務；
- (b) 採取適當措施，以確保締約方大會所通過措施之效力；
- (c) 蒐集與交換漁業資源相關之科學、技術和統計資料，並確保：
 - (i) 蒐集詳細之資料以協助有效資源評估，且係及時提供以履行締約方大會所通過之規則要求；
 - (ii) 採取適當措施以核實資料準確性；
 - (iii) 每年提供締約方大會可能決定之統計、生物與其他資料及資訊；及
 - (iv) 及時提供為執行締約方大會通過之養護管理措施所採行之步驟相關資訊。

2. 每一締約方應提供締約方大會其依據本條所採取之執行與遵從措施說明，包括對任何違規的處分。倘為本協定締約方之沿海國，則說明其對出現在國家管轄水域的跨界物種所採取之養護管理措施。

3. 在不損及船旗國主要責任之前提下，每一締約方應盡最大可能採取措施或互相合作，確保其國人、由國人所擁有或經營且於區域內從事捕魚活動之漁船遵守本協定及締約方通過的養護管理措施。

4. 當任何其他締約方要求且提供相關資訊時，每一締約方應，盡最大可能，調查任何指控其國人或其國人擁有或經營之漁船從事 1995 年協定、本協定或締約方大會通過任何養護管理措施所指的重大違規案件。應盡速回覆所有締約方，包括就指控違規所採取或提議採取任何行動的細節，且無論如何應於要求提出後兩個月內回覆。調查完畢後，應提供調查結果報告予締約方大會。

第11條 – 船旗國義務

1. 每一締約方應採取必要措施以確保：
 - (a) 其於區域內作業之懸旗漁船遵守本協定及締約方大會通過之養護管理措施，且該等船舶不得從事減損此類措施效力之任何活動；
 - (b) 其懸旗漁船不得於和區域接壤之國家管轄水域內，從事未經授權捕魚活動；及
 - (c) 對於在區域內作業之懸旗漁船，發展及實施船舶衛星監控系統。
2. 締約方不得允許使用任何有權懸掛其旗幟之漁船於區域內從事捕魚活動，除非業經締約方適當機關授權。
3. 每一締約方應：
 - (a) 能依據本協定與國際法對其懸旗漁船有效行使責任，始得允許使用該等漁船於國家管轄水域外作業；
 - (b) 維護有權懸掛其旗幟且被授權捕撈漁業資源之漁船記錄，並確保對所有此類漁船於記錄內登載締約方大會所可能指定之資訊。締約方應依締約方大會可能議定之程序，交換此資訊；
 - (c) 依據締約方大會決定之規則，於每年締約方大會報告其於區域內之捕魚活動；
 - (d) 及時蒐集與分享完整且正確之其懸旗船舶在區域內捕魚活動資料，特別是船位、留置漁獲、丟棄漁獲及捕魚努力量。因資料與應用相關國家法令有關，倘適當，維護資料機密性；及
 - (e) 當任何其他締約方要求且提供相關資訊時，應盡最大可能，調查任何指控其國人或其國人擁有或經營之漁船從事 1995 年協定、本協定或締約方大會通過任何養護管理措施所指的重大違規案件。應盡速回覆所有締約方，包括就指控違規所採取或提議採取任何行動的細節，且無論如何應於要求提出後兩個月內回覆。調查完畢後，應提供調查結果報告予締約方大會。

第12條 – 港口國義務

1. 港口國締約方依本協定採取措施時，應完全考量港口國依國際法採行措施之權利與義務，以促進次區域、區域及全球養護管理措施之效力。港口國締約方於採取措施時，不得於形式或實質上歧視任何國家之漁船。
2. 每一港口國締約方：
 - (a) 當漁船自願地停於其港口或離岸碼頭時，應依據締約方大會通過之養護管理措施，除其他外，特別檢查文件、漁具及船上漁獲；

- (b) 不得允許漁船卸魚、轉載或補給，除非確信船上漁獲係依符合締約方大會通過之養護管理措施所捕獲；及
 - (c) 當漁船自願地停於其港口或離岸碼頭，且船旗國要求其協助以確保遵循本協定及締約方大會通過之養護管理措施時，應合理可行地且依據其國內法與國際法，協助締約方船旗國。
3. 倘港口國締約方認為，使用其港口或離岸碼頭之另一締約方船舶已違反本協定或締約方大會通過之養護管理措施，其應使該船旗國與締約方大會注意到此情事。該港口國締約方應提供船旗國及締約方大會本案完整文件，包括任何檢查記錄。
4. 本條並不影響締約方依據國際法對其領土內之港口行使主權。

第13條 – 開發中國家特殊需求

1. 於養護管理漁業資源及永續開發該等資源時，締約方應完全認可與區域接壤之開發中國家的特殊需求，特別是最低度開發國家及開發中小島國。
2. 締約方特別認可：
- (a) 與區域接壤開發中國家的脆弱性，尤其是最低度開發國家及開發中小島國，因其仰賴漁業資源之利用，以滿足包括其族群之營養需求等要求；
 - (b) 需避免對自給型、小型與家計型漁民及漁工的不利影響，並確保該等漁民使用漁業的權利；及
 - (c) 需確保締約方大會通過之養護管理措施不會轉移－無論是直接或間接－養護行動的不合比例負擔至和區域接壤開發中國家，尤其是最低度開發國家及開發中小島國。
3. 締約方依本協定及透過其他次區域或區域海洋生物資源管理組織相互合作，應包括為了下列目的而採取的行動：
- (a) 提升和區域接壤開發中國家的能力，尤其是最低度開發國家及開發中小島國，以養護管理漁業資源及發展其對於該等資源之漁業；及
 - (b) 協助和區域接壤開發中國家，尤其是最低度開發國家及開發中小島國，使其能參與該等資源之漁業，包括依本協定促成其等使用漁業資源。
4. 為本條所規範之目的，與和區域接壤開發中國家之合作，尤其是最低度開發中國及開發中小島國，應該包括提供經濟資助、人力資源開發相關協助、技術協助、技術轉移及下列特定方向的活動：
- (a) 改善漁業資源與出現在和區域接壤國家管轄水域的跨界物種之養護管理，可包括漁業資料及相關資訊的蒐集、回報、核實、交換和分析；
 - (b) 改善資訊蒐集與捕魚活動對海洋環境影響的管理；

- (c) 資源評估及科學研究；
- (d) 監測、管制、偵查、遵從與執法，包括地方層級之訓練及能力建構、發展與資助國家及區域觀察員計畫、和使用科技；及
- (e) 參與締約方大會及其附屬機構會議，以及參與爭端解決。

第14條 – 透明

1. 締約方應促進決策過程及依本協定進行之其他活動的透明性。
2. 國家管轄水域和區域接壤之沿海國，倘為本協定非締約方，應有權以觀察員名義參與締約方大會及其附屬機構會議。
3. 本協定非締約方應有權以觀察員名義參與締約方大會及其附屬機構會議。
4. 關切執行本協定相關事務之政府間國際組織，尤其是聯合國糧農組織、西南印度洋漁業委員會、及對與區域接壤之公海有管理權限的區域漁業管理組織，應有權以觀察員名義參與締約方大會及其附屬機構會議。
5. 應給予關切執行本協定相關事務之非政府間國際組織代表，以觀察員名義或以締約方大會決定之其他名義，參與締約方大會及其附屬機構會議。締約方大會及其附屬機構之議事規則應規範此種參與方式，且不得過分設限。
6. 應依據議事規則使觀察員及時取得相關資訊，包括與締約方大會可能通過之機密性要求相關之資訊。

第15條 – 捕魚實體

1. 於本協定生效後，任何有船於區域內從事或欲從事捕魚活動之捕魚實體，得依據締約方大會可能建立之程序，透過向締約方大會主席遞交書面文書，承諾其願受本協定條款拘束。此承諾應於文書遞交後 30 日生效。任何此類捕魚實體得向締約方大會主席遞交退出之書面通知。退出之書面通知應於締約方大會主席收到通知後 90 日生效。
2. 承諾願受本協定條款拘束之捕魚實體，得依締約方大會通過的議事規則，參與締約方大會及其附屬機構會議，並參與決策。第 1 條至第 18 條與第 20 條第 2 項準用於捕魚實體。

第16條 – 與其他組織合作

依本協定共同行動之締約方，應與其他國際漁業及相關組織就彼此關切事項緊密合作，尤其是與西南印度洋漁業委員會及和區域接壤之公海有管理權限的區域漁業管理組織

第17條 – 非締約方

1. 締約方應採取與本協定、1995 年協定及國際法相符之措施，以制止懸掛本協定非締約方船旗之船舶從事行動，減損締約方大會通過之養護管理措施效力或達成本協定的目標。
2. 締約方應交換懸掛本協定非締約方船旗之船舶於區域內從事捕魚活動的資訊。
3. 締約方應使任何本協定非締約方注意到其國人或其懸旗漁船所從事的任何活動，倘締約方認為該等活動減損締約方大會通過之養護管理措施成效或達成本協定的目標。
4. 締約方應，各自地或共同地，要求船舶於區域內作業之本協定非締約方，就執行締約方大會通過之養護管理措施充分合作，以確保該等措施適用於區域內所有捕魚活動。此等本協定非締約方應享有自參與漁業而得之利益，且該利益須與其遵守漁業資源相關養護管理措施之承諾及其遵從記錄相稱。

第18條 – 善意和權利的濫用

每一締約方應善意履行本協定之義務，且應以不致構成權利濫用之方式行使本協定認可的權利。

第19條 – 與其他協定之關係

本協定不得損及國家依 1982 年公約或 1995 年協定而產生之權利與義務

第20條 – 解釋及爭端解決

1. 締約方應盡最大努力以和平方式解決爭端。於任何締約方要求時，得依 1982 年公約第 II 節第 XV 部分所規範之爭端解決程序，提交爭端以做成具拘束力之決定；或倘爭端係涉及一或多種跨界魚種，則依 1995 年協定第 VIII 部分所規範之程序。無論爭端各方是否為 1982 年公約或 1995 年協定之締約方，該公約或協定的相關部分皆應適用。
2. 倘爭端涉及承諾受本協定條款拘束之捕魚實體，且無法以和平方式解決，於該爭端任一方提出要求時，應依常設仲裁法院相關規則提交該爭端，以做出最終且具拘束力之仲裁。

第21條 – 修正

1. 任何締約方得於締約方例行大會前至少 60 日，提供保管機關修正案，提議修正本協定。保管機關應迅速週知修正案予其他締約方。
2. 本協定修正案應由所有締約方以共識決通過。
3. 本協定修正案應於修正案同意時之所有締約方皆已將其對修正案之批准、接受或贊同文書送予保管機關後 90 日生效。

第22條 – 簽署、批准、接受及贊同

1. 本協定應開放予下列國家/組織簽署：
 - (a) 參加南印度洋漁業協定政府間協商之國家及區域經濟整合組織；及
 - (b) 對於和本區域接壤之水域擁有管轄權的任何其他國家；且應自 2006 年 7 月 7 日起 12 個月內持續開放簽署。
2. 本協定須經簽署方之批准、接受或贊同。
3. 批准、接受或贊同文書應存放於保管機關。

第23條 – 加入

1. 本協定於結束簽署後，應開放予第 22 條第 1 項所指之任何國家或區域經濟整合組織，以及欲參與漁業資源捕魚活動的任何其他國家或區域經濟整合組織加入。
2. 加入文書應存放於保管機關。

第24條 – 生效

1. 於保管機關收到第四份批准、接受或贊同文書後 90 日，且至少兩份文書係由和本區域接壤之沿海國所存放時，則本協定應生效。
2. 對任一個於本協定生效後批准、接受或贊同本協定之簽署方，本協定應在其批准、接受或贊同後 30 日生效。
3. 對每任一個於本協定生效後加入本協定之國家或區域經濟整合組織，本協定應在其存放加入文書 30 日後生效。

第25條 – 保管機關

1. 聯合國糧農組織秘書長應為本協定及其任何修正文本之保管機關。保管機關應傳送協定之正式副本予所有簽署方，且應依據聯合國憲章第 102 條向聯合國秘書長登記本協定。
2. 秘書長應通知所有本協定之簽署方及締約方，依據第 22、23 條所存放之簽署與批准、加入、接受文書，以及依第 24 條本協定生效日。

第26條 – 退出

任何締約方得於本協定對該締約方開始生效之日兩年後，隨時以書面通知保管機關退出本協定，保管機關則應立即通知所有締約方。退出之書面通知應自保管機關收到後 90 日生效。

第27條 – 終止

倘因退出而導致締約方低於3個，則本協定應自動終止。

第28條 – 保留

1. 本協定得以附保留方式批准、接受或贊同，惟保留應於所有締約方一致接受後始得生效。保管機關應立即通知所有締約方任何保留情事。未於通知後3個月內回覆之締約方應視為已接受此保留。若保留未被接受，提出此等保留之該國家或區域經濟整合組織則不得成為本協定締約方。
2. 第1項規定不妨礙一國或代表一國之區域經濟整合組織，對透過領地及周圍海域獲得會員資格一事提出保留，倘該國宣稱其有權行使主權或領地及海事管轄權。

為此，下列全權代表各秉其政府充分授權，爰於本協定簽署，以昭信守。

本協定於2006年7月7日在羅馬以英文及法文簽署，兩種文本同一作準。

「議事規則」附件一

捕魚實體參與文書

考慮到南印度洋漁業協定（以下稱「協定」）已於 2006 年 12 月 29 日在羅馬簽署，並於 2012 年 6 月 21 日生效；

注意到協定第 15 條允許捕魚實體遞交書面文書予締約方大會主席，表示其願受協定條款拘束之堅定承諾；

協定締約方大會謹此邀請中華台北作為捕魚實體，同時中華台北謹此宣示：

- (a) 其願受協定條款拘束之堅定承諾，並依據協定和議事規則參與締約方及其附屬機構之例行及特別會議；
- (b) 已完成所有國內法律要件，以使中華台北能夠履行協定規定的義務；

為此，經合法授權之代表謹此簽字，以昭信守。

2019 年 6 月 日於台北簽署。本參與文書之原本，應遞交予締約方大會主席，以提供並存放於秘書處。主席將分送經認證之本文書抄本予中華台北和協定所有締約方。

中華台北 代表：_____

南印度洋漁業協定締約方大會主席：_____

SOUTHERN INDIAN OCEAN FISHERIES AGREEMENT

THE CONTRACTING PARTIES

HAVING A MUTUAL INTEREST in the proper management, long-term conservation and sustainable use of fishery resources in the Southern Indian Ocean, and desiring to further the attainment of their objectives through international cooperation;

TAKING INTO CONSIDERATION that the coastal States have waters under national jurisdiction in accordance with the United Nations Convention on the Law of the Sea of 10 December 1982 and general principles of international law, within which they exercise their sovereign rights for the purpose of exploring and exploiting, conserving and managing fishery resources and conserving living marine resources upon which fishing has an impact;

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

RECALLING FURTHER article 17 of the Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks 1995, and the need for non-Contracting Parties to this Southern Indian Ocean Fisheries Agreement to apply the conservation and management measures adopted hereunder and not to authorise vessels flying their flag to engage in fishing activities inconsistent with the conservation and sustainable use of the fishery resources to which this Agreement applies;

RECOGNIZING economic and geographical considerations and the special requirements of developing States, in particular the least-developed among them and small island developing States and their coastal communities, for equitable benefit from fishery resources;

DESIRING cooperation between coastal States and all other States, organizations and fishing entities having an interest in the fishery resources of the Southern Indian Ocean to ensure compatible conservation and management measures;

BEARING IN MIND that the achievement of the above will contribute to the realization of a just and equitable economic order in the interests of all humankind, and in particular the special interests and needs of developing States, in particular the least-developed among them and small island developing States;

CONVINCED that the conclusion of a multilateral agreement for the long-term conservation and sustainable use of fishery resources in waters beyond national jurisdiction in the Southern Indian Ocean would best serve these objectives;

AGREE AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

For the purposes of this Agreement:

- (a) "1982 Convention" means the United Nations Convention on the Law of the Sea of 10 December 1982;
- (b) "1995 Agreement" means the Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 4 December 1995;
- (c) "Area" means the area to which this Agreement applies, as prescribed in article 3;
- (d) "Code of Conduct" means the Code of Conduct for Responsible Fisheries adopted by the 28th Session of the Conference of the Food and Agriculture Organization of the United Nations on 31 October 1995;
- (e) "Contracting Party" means any State or regional economic integration organization which has consented to be bound by this Agreement and for which the Agreement is in force;
- (f) "fishery resources" means resources of fish, molluscs, crustaceans and other sedentary species within the Area, but excluding:
 - (i) sedentary species subject to the fishery jurisdiction of coastal States pursuant to article 77(4) of the 1982 Convention; and
 - (ii) highly migratory species listed in Annex I of the 1982 Convention;
- (g) "fishing" means:
 - (i) the actual or attempted searching for, catching, taking or harvesting of fishery resources;
 - (ii) engaging in any activity which can reasonably be expected to result in the locating, catching, taking or harvesting of fishery resources for any purpose including scientific research;
 - (iii) placing, searching for or recovering any aggregating device for fishery resources or associated equipment including radio beacons;
 - (iv) any operation at sea in support of, or in preparation for, any activity described in this definition, except for any operation in emergencies involving the health or safety of crew members or the safety of a vessel; or
 - (v) the use of an aircraft in relation to any activity described in this definition except for flights in emergencies involving the health or safety of crew members or the safety of a vessel;
- (h) "fishing entity" means a fishing entity as referred to in article 1(3) of the 1995 Agreement;
- (i) "fishing vessel" means any vessel used or intended for fishing, including a mother ship, any other vessel directly engaged in fishing operations, and any vessel engaged in transshipment;
- (j) "nationals" includes both natural and legal persons;

- (k) "regional economic integration organization" means a regional economic integration organization to which its member States have transferred competence over matters covered by this Agreement, including the authority to make decisions binding on its member States in respect of those matters;
- (l) "transshipment" means the unloading of all or any of the fishery resources on board a fishing vessel onto another vessel whether at sea or in port.

ARTICLE 2 – OBJECTIVES

The objectives of this Agreement are to ensure the long-term conservation and sustainable use of the fishery resources in the Area through cooperation among the Contracting Parties, and to promote the sustainable development of fisheries in the Area, taking into account the needs of developing States bordering the Area that are Contracting Parties to this Agreement, and in particular the least-developed among them and small island developing States.

ARTICLE 3 – AREA OF APPLICATION

1. This Agreement applies to the Area bounded by a line joining the following points along parallels of latitude and meridians of longitude, excluding waters under national jurisdiction:

Commencing at the landfall on the continent of Africa of the parallel of 10° North; from there east along that parallel to its intersection with the meridian of 65° East; from there south along that meridian to its intersection with the equator; from there east along the equator to its intersection with the meridian of 80° East; from there south along that meridian to its intersection with the parallel of 20° South; from there east along that parallel to its landfall on the continent of Australia; from there south and then east along the coast of Australia to its intersection with the meridian of 120° East; from there south along that meridian to its intersection with the parallel of 55° South; from there west along that parallel to its intersection with the meridian of 80° East; from there north along that meridian to its intersection with the parallel of 45° South; from there west along that parallel to its intersection with the meridian of 30° East; from there north along that meridian to its landfall on the continent of Africa.

2. Where for the purpose of this Agreement it is necessary to determine the position on the surface of the Earth of a point, line or area, that position shall be determined by reference to the International Terrestrial Reference System maintained by the International Earth Rotation Service, which for most practical purposes is equivalent to the World Geodetic System 1984 (WGS84).

ARTICLE 4 – GENERAL PRINCIPLES

In giving effect to the duty to cooperate in accordance with the 1982 Convention and international law, the Contracting Parties shall apply, in particular, the following principles:

- (a) measures shall be adopted on the basis of the best scientific evidence available to ensure the long-term conservation of fishery resources, taking into account the sustainable use of such resources and implementing an ecosystem approach to their management;
- (b) measures shall be taken to ensure that the level of fishing activity is commensurate with the sustainable use of the fishery resources;
- (c) the precautionary approach shall be applied in accordance with the Code of Conduct and the 1995 Agreement, whereby the absence of adequate scientific information shall not be used as a reason for postponing or failing to take conservation and management measures;
- (d) the fishery resources shall be managed so that they are maintained at levels that are capable of producing the maximum sustainable yield, and depleted stocks of fishery resources are rebuilt to the said levels;
- (e) fishing practices and management measures shall take due account of the need to minimize the harmful impact that fishing activities may have on the marine environment;
- (f) biodiversity in the marine environment shall be protected; and
- (g) the special requirements of developing States bordering the Area that are Contracting Parties to this Agreement, and in particular the least-developed among them and small island developing States, shall be given full recognition.

ARTICLE 5 – MEETING OF THE PARTIES

1. The Contracting Parties shall meet periodically to consider matters pertaining to the implementation of this Agreement and to make all decisions relevant thereto.
2. The ordinary Meeting of the Parties shall, unless the Meeting otherwise decides, take place at least once a year and, to the extent practicable, back-to-back with meetings of the South West Indian Ocean Fisheries Commission. The Contracting Parties may also hold extraordinary meetings when deemed necessary.
3. The Meeting of the Parties shall, by consensus, adopt and amend its own Rules of Procedure and those of its subsidiary bodies.
4. The Contracting Parties, at their first meeting, shall consider the adoption of a budget to fund the conduct of the Meeting of the Parties and the exercise of its functions and accompanying financial regulations. The financial regulations shall set out the criteria governing the determination of the amount of each Contracting Party's contribution to the budget, giving due consideration to the economic status of Contracting Parties which are developing States, and in particular the least-developed among them and small island developing States, and ensuring that an adequate share of the budget is borne by Contracting Parties that benefit from fishing in the Area.

ARTICLE 6 – FUNCTIONS OF THE MEETING OF THE PARTIES

1. The Meeting of the Parties shall:

- (a) review the state of fishery resources, including their abundance and the level of their exploitation;
- (b) promote and, as appropriate, co-ordinate research activities as required on the fishery resources and on straddling stocks occurring in waters under national jurisdiction adjacent to the Area, including discarded catch and the impact of fishing on the marine environment;
- (c) evaluate the impact of fishing on the fishery resources and on the marine environment, taking into account the environmental and oceanographic characteristics of the Area, other human activities and environmental factors;
- (d) formulate and adopt conservation and management measures necessary for ensuring the long-term sustainability of the fishery resources, taking into account the need to protect marine biodiversity, based on the best scientific evidence available;
- (e) adopt generally recommended international minimum standards for the responsible conduct of fishing operations;
- (f) develop rules for the collection and verification of scientific and statistical data, as well as for the submission, publication, dissemination and use of such data;
- (g) promote cooperation and coordination among Contracting Parties to ensure that conservation and management measures for straddling stocks occurring in waters under national jurisdiction adjacent to the Area and measures adopted by the Meeting of the Parties for the fishery resources are compatible;
- (h) develop rules and procedures for the monitoring, control and surveillance of fishing activities in order to ensure compliance with conservation and management measures adopted by the Meeting of the Parties including, where appropriate, a system of verification incorporating vessel monitoring and observation, and rules concerning the boarding and inspection of vessels operating in the Area;
- (i) develop and monitor measures to prevent, deter and eliminate illegal, unreported and unregulated fishing;
- (j) in accordance with international law and any applicable instruments, draw the attention of any non-Contracting Parties to any activities which undermine the attainment of the objectives of this Agreement;
- (k) establish the criteria for and rules governing participation in fishing; and
- (l) carry out any other tasks and functions necessary to achieve the objectives of this Agreement.

2. In determining criteria for participation in fishing, including allocation of total allowable catch or total level of fishing effort, the Contracting Parties shall take into account, *inter alia*, international principles such as those contained in the 1995 Agreement.
3. In applying the provisions of paragraph 2, the Contracting Parties may, *inter alia*:
 - (a) designate annual quota allocations or fishing effort limitations for Contracting Parties;
 - (b) allocate catch quantities for exploration and scientific research; and
 - (c) set aside fishing opportunities for non-Contracting Parties to this Agreement, if necessary.
4. The Meeting of Parties shall, subject to agreed rules, review quota allocations and fishing effort limitations of Contracting Parties and participation in fishing opportunities of non-Contracting Parties taking into account, *inter alia*, information on the implementation by Contracting and non-Contracting Parties of the conservation and management measures adopted by the Meeting of the Parties.

ARTICLE 7 – SUBSIDIARY BODIES

1. The Meeting of the Parties shall establish a permanent Scientific Committee, which shall meet, unless the Meeting of the Parties otherwise decides, at least once a year, and preferably prior to the Meeting of the Parties, in accordance with the following provisions:
 - (a) the functions of the Scientific Committee shall be:
 - (i) to conduct the scientific assessment of the fishery resources and the impact of fishing on the marine environment, taking into account the environmental and oceanographic characteristics of the Area, and the results of relevant scientific research;
 - (ii) to encourage and promote cooperation in scientific research in order to improve knowledge of the state of the fishery resources;
 - (iii) to provide scientific advice and recommendations to the Meeting of the Parties for the formulation of the conservation and management measures referred to in article 6(1)(d);
 - (iv) to provide scientific advice and recommendations to the Meeting of the Parties for the formulation of measures regarding the monitoring of fishing activities;
 - (v) to provide scientific advice and recommendations to the Meeting of the Parties on appropriate standards and format for fishery data collection and exchange; and
 - (vi) any other scientific function that the Meeting of the Parties may decide;

- (b) in developing advice and recommendations the Scientific Committee shall take into consideration the work of the South West Indian Ocean Fisheries Commission as well as that of other relevant research organizations and regional fisheries management organizations.
- 2. Once the measures referred to in article 6 are taken, the Meeting of the Parties shall establish a Compliance Committee, to verify the implementation of and compliance with such measures. The Compliance Committee shall meet, in conjunction with the Meeting of the Parties, as provided for in the Rules of Procedure and shall report, advise and make recommendations to the Meeting of the Parties.
- 3. The Meeting of the Parties may also establish such temporary, special or standing committees as may be required, to study and report on matters pertaining to the implementation of the objectives of this Agreement, and working groups to study, and submit recommendations on, specific technical problems.

ARTICLE 8 – DECISION MAKING

- 1. Unless otherwise provided in this Agreement, decisions of the Meeting of the Parties and its subsidiary bodies on matters of substance shall be taken by the consensus of the Contracting Parties present, where consensus means the absence of any formal objection made at the time a decision is taken. The question of whether a matter is one of substance shall be treated as a matter of substance.
- 2. Decisions on matters other than those referred to in paragraph 1 shall be taken by a simple majority of the Contracting Parties present and voting.
- 3. Decisions adopted by the Meeting of the Parties shall be binding on all Contracting Parties.

ARTICLE 9 – SECRETARIAT

The Meeting of the Parties shall decide on arrangements for the carrying out of secretariat services, or the establishment of a Secretariat, to perform the following functions:

- (a) implementing and coordinating the administrative provisions of this Agreement, including the compilation and distribution of the official report of the Meeting of the Parties;
- (b) maintaining a complete record of the proceedings of the Meeting of the Parties and its subsidiary bodies, as well as a complete archive of any other official documents pertaining to the implementation of this Agreement; and
- (c) any other function that the Meeting of the Parties may decide.

ARTICLE 10 – CONTRACTING PARTY DUTIES

1. Each Contracting Party shall, in respect of its activities within the Area:
 - (a) promptly implement this Agreement and any conservation, management and other measures or matters which may be agreed by the Meeting of the Parties;
 - (b) take appropriate measures in order to ensure the effectiveness of the measures adopted by the Meeting of the Parties;
 - (c) collect and exchange scientific, technical and statistical data with respect to the fishery resources and ensure that:
 - (i) data is collected in sufficient detail to facilitate effective stock assessment and are provided in a timely manner to fulfil the requirements set forth in the rules adopted by the Meeting of the Parties;
 - (ii) appropriate measures are taken to verify the accuracy of such data;
 - (iii) such statistical, biological and other data and information as the Meeting of the Parties may decide is provided annually; and
 - (iv) information on steps taken to implement the conservation and management measures adopted by the Meeting of the Parties is provided in a timely manner.
2. Each Contracting Party shall make available to the Meeting of the Parties a statement of implementing and compliance measures, including imposition of sanctions for any violations, it has taken in accordance with this article and, in the case of coastal States that are Contracting Parties to this Agreement, as regards the conservation and management measures they have taken for straddling stocks occurring in waters under their jurisdiction adjacent to the Area.
3. Without prejudice to the primacy of the responsibility of the flag State, each Contracting Party shall, to the greatest extent possible, take measures, or cooperate, to ensure that its nationals and fishing vessels owned or operated by its nationals fishing in the Area comply with the provisions of this Agreement and with the conservation and management measures adopted by the Meeting of the Parties.
4. Each Contracting Party shall, to the greatest extent possible, at the request of any other Contracting Party, and when provided with the relevant information, investigate any alleged serious violation within the meaning of the 1995 Agreement by its nationals, or fishing vessels owned or operated by its nationals, of the provisions of this Agreement or any conservation and management measure adopted by the Meeting of the Parties. A reply, including details of any action taken or proposed to be taken in relation to the alleged violation, shall be provided to all Contracting Parties as soon as practicable and in any case within two (2) months of such request. A report on the outcome of the investigation shall be provided to the Meeting of the Parties when the investigation is completed.

ARTICLE 11 – FLAG STATE DUTIES

1. Each Contracting Party shall take such measures as may be necessary to ensure that:
 - (a) fishing vessels flying its flag operating in the Area comply with the provisions of this Agreement and the conservation and management measures adopted by the Meeting of the Parties and that such vessels do not engage in any activity which undermines the effectiveness of such measures;
 - (b) fishing vessels flying its flag do not conduct unauthorized fishing within waters under national jurisdiction adjacent to the Area; and
 - (c) it develops and implements a satellite vessel monitoring system for fishing vessels flying its flag and fishing in the Area.
2. No Contracting Party shall allow any fishing vessel entitled to fly its flag to be used for fishing in the Area unless it has been authorised to do so by the appropriate authority or authorities of that Contracting Party.
3. Each Contracting Party shall:
 - (a) authorize the use of vessels flying its flag for fishing in waters beyond national jurisdiction only where it is able to exercise effectively its responsibilities in respect of such vessels under this Agreement and in accordance with international law;
 - (b) maintain a record of fishing vessels entitled to fly its flag and authorized to fish for the fishery resources, and ensure that, for all such vessels, such information as may be specified by the Meeting of the Parties is entered in that record. Contracting Parties shall exchange this information in accordance with such procedures as may be agreed by the Meeting of the Parties;
 - (c) in conformity with the rules determined by the Meeting of the Parties, make available to each annual Meeting of the Parties a report on its fishing activities in the Area;
 - (d) collect and share in a timely manner, complete and accurate data concerning fishing activities by vessels flying its flag operating in the area, in particular on vessel position, retained catch, discarded catch and fishing effort, where appropriate maintaining confidentiality of data as it relates to the application of relevant national legislation; and
 - (e) to the greatest extent possible, at the request of any other Contracting Party, and when provided with the relevant information, investigate any alleged serious violation within the meaning of the 1995 Agreement by fishing vessels flying its flag of the provisions of this Agreement or any conservation and management measure adopted by the Meeting of the Parties. A reply, including details of any action taken or proposed to be taken in relation to such alleged violation, shall be provided to all Contracting Parties as soon as practicable and in any case within two (2) months of such request. A report on the outcome of the investigation shall be provided to the Meeting of the Parties when the investigation is completed.

ARTICLE 12 – PORT STATE DUTIES

1. Measures taken by a port State Contracting Party in accordance with this Agreement shall take full account of the right and the duty of a port State to take measures, in accordance with international law, to promote the effectiveness of subregional, regional and global conservation and management measures. When taking such measures, a port State Contracting Party shall not discriminate in form or in fact against the fishing vessels of any State.
2. Each port State Contracting Party shall:
 - (a) in accordance with the conservation and management measures adopted by the Meeting of the Parties, *inter alia*, inspect documents, fishing gear and catch on board fishing vessels, when such vessels are voluntarily in its ports or at its offshore terminals;
 - (b) not permit landings, transshipment, or supply services in relation to fishing vessels unless they are satisfied that fish on board the vessel have been caught in a manner consistent with the conservation and management measures adopted by the Meeting of the Parties; and
 - (c) provide assistance to flag State Contracting Parties, as reasonably practical and in accordance with its national law and international law, when a fishing vessel is voluntarily in its ports or at its offshore terminals and the flag State of the vessel requests it to provide assistance in ensuring compliance with the provisions of this Agreement and with the conservation and management measures adopted by the Meeting of the Parties.
3. In the event that a port State Contracting Party considers that a vessel of another Contracting Party making use of its ports or offshore terminals has violated a provision of this Agreement or a conservation and management measure adopted by the Meeting of the Parties, it shall draw this to the attention of the flag State concerned and of the Meeting of the Parties. The port State Contracting Party shall provide the flag State and the Meeting of the Parties with full documentation of the matter, including any record of inspection.
4. Nothing in this article affects the exercise by Contracting Parties of their sovereignty over ports in their territory in accordance with international law.

ARTICLE 13 – SPECIAL REQUIREMENTS OF DEVELOPING STATES

1. The Contracting Parties shall give full recognition to the special requirements of developing States bordering the Area, in particular the least-developed among them and small island developing States, in relation to the conservation and management of fishery resources and the sustainable development of such resources.
2. The Contracting Parties recognize, in particular:

- (a) the vulnerability of developing States bordering the Area, in particular the least-developed among them and small island developing States, that are dependent on the exploitation of fishery resources, including for meeting the nutritional requirements of their populations or parts thereof;
 - (b) the need to avoid adverse impacts on, and ensure access to fisheries by, subsistence, small-scale and artisanal fishers and fishworkers; and
 - (c) the need to ensure that conservation and management measures adopted by the Meeting of the Parties do not result in transferring, directly or indirectly, a disproportionate burden of conservation action onto developing States bordering the Area, in particular the least-developed among them and small island developing States.
3. Cooperation by the Contracting Parties under the provisions of this Agreement and through other subregional or regional organizations involved in the management of marine living resources should include action for the purposes of:
- (a) enhancing the ability of developing States bordering the Area, in particular the least-developed among them and small island developing States, to conserve and manage fishery resources and to develop their own fisheries for such resources; and
 - (b) assisting developing States bordering the Area, in particular the least-developed among them and small island developing States, to enable them to participate in fisheries for such resources, including facilitating access in accordance with this Agreement.
4. Cooperation with developing States bordering the Area, in particular the least-developed among them and small island developing States, for the purposes set out in this article should include the provision of financial assistance, assistance relating to human resources development, technical assistance, transfer of technology, and activities directed specifically towards:
- (a) improved conservation and management of the fishery resources and of straddling stocks occurring in waters under national jurisdiction adjacent to the Area, which can include the collection, reporting, verification, exchange and analysis of fisheries data and related information;
 - (b) improved information collection and management of the impact of fishing activities on the marine environment;
 - (c) stock assessment and scientific research;
 - (d) monitoring, control, surveillance, compliance and enforcement, including training and capacity-building at the local level, development and funding of national and regional observer programmes and access to technology; and
 - (e) participation in the Meeting of the Parties and meetings of its subsidiary bodies as well as in the settlement of disputes.

ARTICLE 14 – TRANSPARENCY

1. The Contracting Parties shall promote transparency in decision making processes and other activities carried out under this Agreement.
2. Coastal States with waters under national jurisdiction adjacent to the Area that are not Contracting Parties to this Agreement shall be entitled to participate as observers in the Meeting of the Parties and meetings of its subsidiary bodies.
3. Non-Contracting Parties to this Agreement shall be entitled to participate as observers in the Meeting of the Parties and meetings of its subsidiary bodies.
4. Intergovernmental organizations concerned with matters relevant to the implementation of this Agreement, in particular the Food and Agriculture Organization of the United Nations, the South West Indian Ocean Fisheries Commission, and regional fisheries management organizations with competence over high seas waters adjacent to the Area, shall be entitled to participate as observers in the Meeting of the Parties and meetings of its subsidiary bodies.
5. Representatives from non-governmental organizations concerned with matters relevant to the implementation of this Agreement shall be afforded the opportunity to participate in the Meeting of the Parties and meetings of its subsidiary bodies as observers or otherwise as determined by the Meeting of the Parties. The Rules of Procedure of the Meeting of the Parties and its subsidiary bodies shall provide for such participation. The procedures shall not be unduly restrictive in this respect.
6. Observers shall be given timely access to pertinent information subject to the Rules of Procedure, including those concerning confidentiality requirements, which the Meeting of the Parties may adopt.

ARTICLE 15 – FISHING ENTITIES

1. After the entry into force of this Agreement any fishing entity whose vessels have fished or intend to fish for fishery resources in the Area may, by a written instrument delivered to the Chairperson of the Meeting of the Parties, in accordance with such procedures as may be established by the Meeting of the Parties, express its firm commitment to be bound by the terms of this Agreement. Such commitment shall become effective thirty (30) days from the date of receipt of the instrument. Any such fishing entity may withdraw such commitment by written notification addressed to the Chairperson of the Meeting of the Parties. Notice of withdrawal shall become effective ninety (90) days from the date of its receipt by the Chairperson of the Meeting of the Parties.
2. A fishing entity which has expressed its commitment to be bound by the terms of this Agreement may participate in the Meeting of the Parties and its subsidiary bodies, and partake in decision making, in accordance with the Rules of Procedure adopted by the Meeting of the Parties. Articles 1 to 18 and 20.2 apply, *mutatis mutandis*, to such a fishing entity.

ARTICLE 16 – COOPERATION WITH OTHER ORGANIZATIONS

The Contracting Parties, acting jointly under this Agreement, shall cooperate closely with other international fisheries and related organizations in matters of mutual interest, in particular with the South West Indian Ocean Fisheries Commission and any other regional fisheries management organization with competence over high seas waters adjacent to the Area.

ARTICLE 17 – NON-CONTRACTING PARTIES

1. Contracting Parties shall take measures consistent with this Agreement, the 1995 Agreement and international law to deter the activities of vessels flying the flags of non-Contracting Parties to this Agreement which undermine the effectiveness of conservation and management measures adopted by the Meeting of the Parties or the attainment of the objectives of this Agreement.
2. Contracting Parties shall exchange information on the activities of fishing vessels flying the flags of non-Contracting Parties to this Agreement which are engaged in fishing operations in the Area.
3. Contracting Parties shall draw the attention of any non-Contracting Party to this Agreement to any activity undertaken by its nationals or vessels flying its flag which, in the opinion of the Contracting Party, undermines the effectiveness of conservation and management measures adopted by the Meeting of the Parties or the attainment of the objectives of this Agreement.
4. Contracting Parties shall, individually or jointly, request non-Contracting Parties to this Agreement whose vessels fish in the Area to cooperate fully in the implementation of conservation and management measures adopted by the Meeting of the Parties with a view to ensuring that such measures are applied to all fishing activities in the Area. Such cooperating non-Contracting Parties to this Agreement shall enjoy benefits from participation in the fishery commensurate with their commitment to comply with, and their record of compliance with, conservation and management measures in respect of the relevant stocks of fishery resources.

ARTICLE 18 – GOOD FAITH AND ABUSE OF RIGHT

Each Contracting Party shall fulfil in good faith the obligations assumed under this Agreement and shall exercise the rights recognized in this Agreement in a manner which would not constitute an abuse of right.

ARTICLE 19 – RELATION TO OTHER AGREEMENTS

Nothing in this Agreement shall prejudice the rights and obligations of States under the 1982 Convention or the 1995 Agreement.

ARTICLE 20 – INTERPRETATION AND SETTLEMENT OF DISPUTES

1. Contracting Parties shall use their best endeavours to resolve their disputes by amicable means. At the request of any Contracting Party a dispute may be submitted for binding decision in accordance with the procedures for the settlement of disputes provided in Section II of Part XV of the 1982 Convention or, where the dispute concerns one or more straddling stocks, the procedures set out in Part VIII of the 1995 Agreement. The relevant part of the 1982 Convention and the 1995 Agreement shall apply whether or not the parties to the dispute are also parties to either of these instruments.
2. If a dispute involves a fishing entity which has expressed its commitment to be bound by the terms of this Agreement and cannot be settled by amicable means, the dispute shall, at the request of any party to the dispute, be submitted to final and binding arbitration in accordance with the relevant rules of the Permanent Court of Arbitration.

ARTICLE 21 – AMENDMENTS

1. Any Contracting Party may propose an amendment to the Agreement by providing to the Depositary the text of a proposed amendment at least sixty (60) days in advance of an ordinary Meeting of the Parties. The Depositary shall circulate a copy of this text to all other Contracting Parties promptly.
2. Amendments to the Agreement shall be adopted by consensus of all Contracting Parties.
3. Amendments to the Agreement shall enter into force ninety (90) days after all Contracting Parties which held this status at the time the amendments were approved have deposited their instruments of ratification, acceptance, or approval of such amendments with the Depositary.

ARTICLE 22 – SIGNATURE, RATIFICATION, ACCEPTANCE AND APPROVAL

1. This Agreement shall be open for signature by:
 - (a) the States and regional economic integration organization participating in the Inter-Governmental Consultation on the Southern Indian Ocean Fisheries Agreement; and
 - (b) any other State having jurisdiction over waters adjacent to the Area;and shall remain open for signature for twelve (12) months from 7 July 2006.
2. This Agreement is subject to ratification, acceptance or approval by the signatories.
3. The instruments of ratification, acceptance or approval shall be deposited with the Depositary.

ARTICLE 23 – ACCESSION

1. This Agreement shall be open for accession, after its closure for signature, by any State or regional economic integration organization referred to in article 22(1), and by any other State or regional economic integration organization interested in fishing activities in relation to the fishery resources.
2. Instruments of accession shall be deposited with the Depositary.

ARTICLE 24 – ENTRY INTO FORCE

1. This Agreement shall enter into force ninety (90) days from the date of receipt by the Depositary of the fourth instrument of ratification, acceptance or approval, at least two of which have been deposited by coastal States bordering the Area.
2. For each signatory which ratifies, accepts or approves this Agreement after its entry into force, this Agreement shall enter into force for that signatory thirty (30) days after the deposit of its instrument of ratification, acceptance or approval.
3. For each State or regional economic integration organization which accedes to this Agreement after its entry into force, this Agreement shall enter into force for that State or regional economic integration organization thirty (30) days after the deposit of its instrument of accession.

ARTICLE 25 – THE DEPOSITARY

1. The Director-General of the Food and Agriculture Organization of the United Nations shall be the Depositary of this Agreement and of any amendments thereto. The Depositary shall transmit certified copies of this Agreement to all signatories and shall register this Agreement with the Secretary-General of the United Nations pursuant to article 102 of the Charter of the United Nations.
2. The Depositary shall inform all signatories of and Contracting Parties to this Agreement of signatures and of instruments of ratification, accession, acceptance or approval deposited under articles 22 and 23 and of the date of entry into force of the Agreement under article 24.

ARTICLE 26 – WITHDRAWAL

Any Contracting Party may withdraw from this Agreement at any time after the expiration of two years from the date upon which the Agreement entered into force with respect to that Contracting Party, by giving written notice of such withdrawal to the Depositary who shall immediately inform all the Contracting Parties of such withdrawal. Notice of withdrawal shall become effective ninety (90) days from the date of its receipt by the Depositary.

ARTICLE 27 – TERMINATION

This Agreement shall be automatically terminated if and when, as the result of withdrawals, the number of Contracting Parties drops below three.

ARTICLE 28 – RESERVATIONS

1. Ratification, acceptance or approval of this Agreement may be made subject to reservations which shall become effective only upon unanimous acceptance by all Contracting Parties to this Agreement. The Depositary shall notify forthwith all Contracting Parties of any reservation. Contracting Parties not having replied within three (3) months from the date of notification shall be deemed to have accepted the reservation. Failing such acceptance, the State or regional economic integration organization making the reservation shall not become a Contracting Party to this Agreement.
2. Nothing in paragraph 1 shall prevent a State or a regional economic integration organization on behalf of a State from making a reservation with regard to membership acquired through territories and surrounding maritime areas over which the State asserts its rights to exercise sovereignty or territorial and maritime jurisdiction.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, having been duly authorized by their respective Governments, have signed this Agreement.

DONE in Rome on this Seventh day of July 2006 in English and French, both texts being equally authoritative.

ANNEX I of the Rules of Procedure

INSTRUMENT FOR THE PARTICIPATION OF A FISHING ENTITY

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

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

The Meeting of the Parties to the Agreement **HEREBY INVITES** *Chinese Taipei*, as a fishing entity, and *Chinese Taipei* **HEREBY DECLARES**:

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

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

DONE at ^{Taipei} ~~Rarotonga~~ this *4th* day of *June*, 2019. The original text of this instrument shall be delivered to the Chairperson of the Meeting of the Parties and then provided to, and stored by, the Secretariat. The Chairperson will direct that a certified copy of this instrument be circulated to *Chinese Taipei* and to all Contracting parties to the Agreement.

For *Chinese Taipei*:

Chin-chung Chen

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

[Signature]