



**AGREEMENT FOR THE CREATION  
OF THE INTER-AFRICAN COFFEE ORGANISATION,  
IACO,  
AS AMENDED**

*(Draft for discussion)*



By Resolution of the General Assembly of the Inter-African Coffee Organisation approved on 6 February 2018 in Grand Bassam, Cote d'Ivoire, a proposed revised text of the Inter-Africa Coffee Agreement was to be prepared and presented to Members for their consideration. By the same Resolution, the General Assembly requested the Secretary General to engage a consultant to prepare the proposed the revised text of the Agreement, taking into account the new realities in the global coffee sector and the admission of African coffee consuming countries into the membership of the Organisation.

This document contains proposed the text of the Inter-African Coffee Organisation Agreement 20xx draft which will be reviewed by Members, discussed and agreed upon so as to become the new Agreement to be deposited with the Executive Secretary of the United Nations Economic Commission for Africa for signature under the provisions of Articles 39 and 50 thereof.

**INTER-AFRICAN COFFEE ORGANISATION**

CAISTAB Building, Plateau  
Abidjan, Cote d'Ivoire

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## **INTER-AFRICAN COFFEE ORGANISATION AGREEMENT 20XX**

### **PREAMBLE**

#### **THE MEMBER STATES SIGNATORIES TO THIS AGREEMENT**

**RECOGNISING** the exceptional importance of coffee to the economies of many African coffee producing States with significant dependence upon this commodity for the achievement of their social and economic development goals;

**RECOGNISING** the importance of the African coffee value chain to the livelihoods of millions of Africans, and bearing in mind that African production is largely on small-scale family farms, as well as the millions of others in Africa who are coffee consumers;

**RECOGNISING** the need to foster the sustainable development of the African coffee value chain and the contribution of a sustainable coffee sector to the achievement of internationally agreed development goals, including the Sustainable Development Goals (SDGs), in particular with respect to poverty eradication;

**HAVING REGARD** to the problems which African coffee producing States have in common and the need to provide those States with a strong institutional framework within which they can co-ordinate their policies and thereby seek to fulfil their legitimate aspirations;

**CONSIDERING** the numerous advantages that accrue from collaboration between Member States, which a concerted approach on the part of those States can bring about in their efforts to strengthen their position on the international scene and thereby safeguard their interests in the international coffee trade;

**CONSIDERING** that collaboration between Member States, international organisations, the private sector and all other stakeholders can contribute to the transformation of the African coffee value chain;

**RECOGNISING** the effort of the *African Union* in establishing the *Continental Free Trade Area*, and the need for increased access to coffee-related information, the adoption of appropriate strategies to support African production, processing and the intra-African trade in coffee, as well as the promotion of domestic consumption in the producing States, thus creating opportunities for the transformation of the African coffee value chain;

**RECOGNISING** the growing importance of the coffee value chain in the economies of many States in Africa and the African islands;

**CONVINCED** of the necessity for those States to continue within the framework of the Inter-African Coffee Organisation to maintain close co-operation in all areas affecting their vital interests as African coffee producers and consumers;

**DETERMINED** to do their utmost to enable the Organisation to play an active role not only on a regional but also on the international level;

**CONSCIOUS** of the need to amend and update the Agreement applicable to the Organisation so as to take account of the changing regional and international situation;

**HAVE AGREED AS FOLLOWS:**

## CHAPTER I – OBJECTIVES

### ARTICLE 1

#### Objectives

- (1) The objective of the Organisation is the coordinated identification and resolution of challenges of African coffee, in particular its production, processing and marketing, in order to ensure improved access to markets for producers and consumers domestically, while promoting the transformation of the African coffee value chain as well as sustainable expansion and access to international markets.
- (2) To this end the Organisation will act in collaboration with national, regional and international organisations with similar aims and, when appropriate, join in their work.
- (3) With a view to attaining its objective, the Organisation shall:
  - (a) encourage the development of a concerted approach among Member States with a view to identifying and proposing solutions to problems common to them having regard to the similar technical, geographical, economic and social conditions prevailing in Africa;
  - (b) collect and disseminate, for the benefit of Member States, information relating to the production, processing and marketing of coffee;
  - (c) assist in research and development programmes with a view to improving the level of cultural practices prevailing in the territories of Member States;
  - (d) undertake or assist in the development of the specialised manpower required for the production, processing and marketing of coffee and the promotional activities of Member States;
  - (e) take all necessary measures to strengthen the institutional framework of the Organisation so as to enable Member States individually and collectively to play an effective role in international organisations and to secure international market access for African producers;
  - (f) developing, evaluating and seeking finance for projects that benefit Member States and the African coffee value chain;
  - (g) promoting training and information programmes designed to assist the transfer to Member States of technology relevant to the African coffee value chain;
  - (h) support Member States in the development and implementation of strategies to enhance the capacity of local communities and small-scale farmers to benefit from sustainable coffee production approaches that can contribute to poverty alleviation;
  - (i) facilitating the availability of information on financial tools and services that can assist the various actors in the African coffee value chain, including access to credit and risk management mechanisms;
  - (j) providing an African forum for consultations in seeking understanding with regard to the structural conditions in regional and international markets and long-term trends in production and consumption that balance supply and demand, and result in prices fair both to consumers and to producers; and
  - (k) take such other steps as may be incidental or conducive to the attainment of the objective of the Organisation.



## CHAPTER II – DEFINITIONS

### ARTICLE 2 Definitions

- (1) In the present Agreement, unless the context otherwise requires:
- "Africa" means the continent of Africa and the African islands;
- "Assembly" means the General Assembly established under Article 8 in annual or in extraordinary session;
- "Chairman" and "Vice-Chairman" mean, respectively, the Chairman and the Vice Chairman of the Assembly;
- "Delegate" means the representative of a Member State in the Assembly;
- "Member" means Member State or the government of a State signatory to the present Agreement;
- "Secretariat" means the Secretariat established under Article 16;
- "Secretary General" means the person elected under Chapter III.
- (2) *Annual Meetings* is the convening of the Annual General Assembly of the Organisation including the meetings of the technical committees of the organisation, the African Coffee Research Network, and the African Coffee Symposium.
- (3) *Coffee* is as defined in the International Coffee Agreement (ICA) and means “the beans and cherries of the coffee tree, whether parchment, green or roasted, and includes ground, decaffeinated, liquid and soluble coffee” (ICA 2007, Article 2(1)). The General Assembly shall adopt the conversions as given by the International Coffee Organisation in line with the International Coffee Agreement in force. Subject to this provision, the terms listed below shall have the following meaning:
- (a) *green coffee* means all coffee in the naked bean form before roasting;
- (b) *dried coffee cherry* means the dried fruit of the coffee tree; to find the equivalent of dried coffee cherry to green coffee, multiply the net weight of the dried coffee cherry by 0.50;
- (c) *parchment coffee* means the green coffee bean contained in the parchment skin; to find the equivalent of parchment coffee to green coffee, multiply the net weight of the parchment coffee by 0.80;
- (d) *roasted coffee* means green coffee roasted to any degree and includes ground coffee;
- (e) *decaffeinated coffee* means green, roasted or soluble coffee from which caffeine has been extracted;
- (f) *liquid coffee* means the water-soluble solids derived from roasted coffee and put into liquid form; and
- (g) *soluble coffee* means the dried water-soluble solids derived from roasted coffee.
- (4) *Bag* means 60 kilogrammes or 132.276 pounds of green coffee; *tonne* means a mass of 1,000 kilogrammes or 2,204.6 pounds; and *pound* means 453.597 grammes.

- (5) *Coffee year* means the period of one year, from 1 October to 30 September.
- (6) *Organisation* and *General Assembly* mean, respectively, the Inter-African Coffee Organisation and the IACO General Assembly.
- (7) *Contracting Party* means a Member State, a Regional Economic Community or any intergovernmental organisation referred to in paragraph (3) of Article 4 which has deposited an instrument of ratification, acceptance, approval or notification of provisional application of this Agreement in accordance with the provisions of Articles 39, 40 and 41 or has acceded thereto in accordance with the provisions of Article 43.
- (8) *Producer/Exporting Member* or *exporting country* means a Member or country, respectively, which is a net exporter of coffee; that is, a Member State whose exports exceed its imports.
- (9) *Consumer/Importing Member* or *importing country* means a Member or country, respectively, which is a net importer of coffee; that is, a Member State whose imports exceed its exports.
- (10) *Distributed majority vote* means a vote requiring 70% or more of the votes of exporting Members present and voting and 70% or more of the votes of importing Members present and voting, counted separately.
- (11) *Depositary* means the intergovernmental organisation or Contracting Party to the Inter-African Coffee Organisation Agreement 20xx designated by decision of the General Assembly under the Inter-African Coffee Organisation Agreement 1998, to be taken by consensus before 30 November 2020. Such decision shall form an integral part of this Agreement.

## CHAPTER III – GENERAL UNDERTAKINGS BY MEMBERS

### ARTICLE 3

#### **General undertakings by Members**

- (1) Members undertake to adopt such measures as are necessary to enable them to fulfil their obligations under this Agreement and fully cooperate with one another in securing the attainment of the objectives of this Agreement; in particular, Members undertake to provide all information necessary to facilitate the functioning of this Agreement.
- (2) Members recognise that statistics on coffee production, processing, consumption and export are critical in the understanding of the performance of the African coffee value chain. All Members, therefore, assume responsibility for ensuring the proper reporting on the various aspects of the coffee value chain according to the rules established by the General Assembly.
- (3) Members recognise further that information on the coffee sector is also important for the proper analysis of the performance of the African coffee value chain. Members, therefore, undertake to supply regular and accurate information, in the form and manner determined by the General Assembly.

## CHAPTER IV – MEMBERSHIP

### ARTICLE 4

#### Membership of the Organisation

- (1) Any Member State of the African Union, whether coffee producer or consumer, may become a member of the Organisation.
- (2) Member States pledge themselves to:
  - a) pay such annual contributions as may be determined by the General Assembly;
  - b) fulfil all their obligations under this Agreement;
  - c) use their best endeavours to promote the objective of the Organisation.
- (3) The decisions and resolutions of the Assembly on budgetary and procedural matters shall become immediately binding on its members;
- (4) Each Contracting Party shall constitute a single Member of the Organisation.
- (5) A Member may change its category of membership on such conditions as the General Assembly may agree.
- (6) Any reference in this Agreement to a Member shall be construed as including Regional Economic Communities and any intergovernmental organisation having exclusive competence in respect of the negotiation, conclusion and application of this Agreement.

## **CHAPTER V – THE INTER-AFRICAN COFFEE ORGANISATION**

### **ARTICLE 5**

#### **Seat and structure of the Inter-African Coffee Organisation**

- (1) The Inter-African Coffee Organisation established under the Inter-African Coffee Organisation Agreement 1960 shall continue in being to administer the provisions and supervise the operation of this Agreement.
- (2) The seat of the Organisation shall be in Abidjan, Cote d'Ivoire, unless the General Assembly decides otherwise, in line with Article 16 (6).
- (3) The highest authority of the Organisation shall be the IACO General Assembly. The General Assembly shall be assisted as appropriate by the Finance and Administration Committee, the Promotion and Market Development Committee, and the Projects Committee. The General Assembly shall also be advised by the Consultative Group, the African Coffee Symposium and the African Coffee Research Network.
- (4) The Organisation shall have a Secretariat located at its headquarters, which shall be responsible for the coordination of its activities.

### **ARTICLE 6**

#### **Privileges and immunities**

- (1) To enable it to fulfil the objective and functions with which it is entrusted, the Organisation shall possess full international personality. It shall in particular have the capacity to contract, acquire and dispose of movable and immovable property and to institute legal proceedings. To those ends, it may enter into agreements with Member States, non-Member States and other regional and international organisations.
- (2) The signatories to the present Agreement shall, in their territories, accord to the Organisation, its officers, staff and property such status, immunities, exemptions and privileges as are accorded to similar international organisations, officers, staff and property.
- (3) The Organisation shall, in the territory of each Member State, possess full juridical personality and, in particular, full capacity:
  - a) to contract;
  - b) to acquire and dispose of movable and immovable property; and
  - c) to institute legal proceedings.
- (4) The status, privileges and immunities of the Organisation, of its Secretary General, its staff and experts, and of representatives of Members while in the territory of the host country for the purpose of exercising their functions, shall be governed by a Headquarters Agreement concluded between the host Government and the Organisation.

(5) The Headquarters Agreement referred to in paragraph (4) of this Article shall be independent of this Agreement. It shall however terminate:

- (a) by agreement between the host Government and the Organisation;
- (b) in the event of the headquarters of the Organisation being moved from the territory of the host Government; or
- (c) in the event of the Organisation ceasing to exist.

(6) The Organisation may conclude with one or more other Members agreements to be approved by the General Assembly relating to such privileges and immunities as may be necessary for the proper functioning of this Agreement.

(7) The Governments of Member States other than the host Government shall grant the Organisation the same facilities in respect of currency or exchange restrictions, maintenance of bank accounts and transfer of monies, as are accorded to other international organisations or specialised agencies of the United Nations.

## **CHAPTER VI – THE IACO GENERAL ASSEMBLY**

### **ARTICLE 7**

#### **Composition of the IACO General Assembly**

- (1) The IACO General Assembly shall consist of all the Members of the Organisation.
- (2) Each Member shall appoint one representative on the General Assembly and, if it so desires, one or more alternates. A Member may also designate one or more advisers to its representative or alternates.

### **ARTICLE 8**

#### **Powers and functions of the General Assembly**

- (1) All powers specifically conferred by this Agreement shall be vested in the General Assembly, which shall perform the functions necessary to carry out the provisions of this Agreement.
- (2) The General Assembly may establish and dissolve Committees, working groups and subsidiary bodies, as appropriate, other than those provided for in Article 5(3), as the conduct of its business may require.
- (3) The General Assembly shall establish such rules and regulations, including its own rules of procedure and the financial and staff regulations of the Organisation, as are necessary to carry out the provisions of this Agreement and are consistent therewith. The General Assembly may, in its rules of procedure, provide the means whereby it may, without meeting, decide specific questions.
- (4) The General Assembly shall establish on a regular basis a strategic action plan to guide its work and identify priorities, including priorities for project activities undertaken pursuant to Article 27 and studies, surveys and reports undertaken pursuant to Article 33. Priorities identified in the action plan shall be reflected in the annual work programmes approved by the General Assembly.
- (5) The General Assembly shall also keep such records as are required to perform its functions under this Agreement and such other records as it considers desirable.

ARTICLE 9

**Chairman and Vice-Chairman of the General Assembly**

- (1) At each annual meeting, the Assembly shall elect from amongst nationals of Member States, a Chairman and a Vice-Chairman who shall not be paid by the Organisation. They shall hold office until the next annual meeting. The Chairman and Vice-Chairman so elected shall not delegate their authority. In the absence of both the Chairman and Vice-Chairman, the Secretary General shall preside and cause members to temporarily elect a Chair for that meeting.
- (2) The Chairman shall be elected either from among the representatives of producer/exporting Members or from among the representatives of consumer/importing Members and the Vice-Chairman shall be elected from among representatives of the other category of Member. These offices shall alternate each coffee year between the two categories of Member.
- (3) Neither the Chairman nor the Vice-Chairman acting as Chairman shall have the right to vote. His or her alternate will in such case exercise the voting rights of the Member.

ARTICLE 10

**Sessions of the General Assembly**

- (1) The General Assembly shall hold one regular session a year and extra-ordinary sessions should it so decide. The Ordinary session of the General Assembly shall be held within six months after the end of the coffee year. It may hold extra-ordinary sessions at the request of any six Members. Notice of sessions shall be given at least 30 days in advance except in cases of emergency when such notice shall be given at least 10 days in advance.
- (2) The Assembly shall hold the annual meeting normally in a member country and such other extraordinary meetings as the conduct of its business may require. If a Member invites the General Assembly to meet in its territory, and the General Assembly agrees, that Member State shall meet the cost of secretarial services for the meeting and shall provide such other assistance as may be necessary for the proper organisation of the meeting.
- (3) The General Assembly may invite any non-member country or any of the Organisations referred to in Articles 14 and 15 to attend any of its sessions as an observer. At each session, the General Assembly shall decide on the admission of observers.
- (4) The quorum for any meeting of the Assembly shall be a number of delegates representing not less than a majority of the total voting power for each category. A member State may, by notice in writing, designate the delegate of any other Member State to be its representative at any meeting of the Assembly. If on the opening of a General Assembly session or of any plenary meeting there is no quorum, the Chairman shall postpone the opening of the session or plenary meeting for at least one hour. If there is still no quorum at the new time set, the Chairman may again postpone the opening of the session or plenary meeting for at least a further hour. If at the end of this new postponement there is still no quorum, the matter on which decisions are required shall be deferred to the next session of the General Assembly.



ARTICLE 11

**Votes**

- (1) The exporting Members shall together hold 1,000 votes and the importing Members shall together hold 500 votes, distributed within each category of Member – that is, exporting and importing Members, respectively – as provided for in the following paragraphs of this Article.
- (2) Each Member shall have five basic votes.
- (3) The remaining votes of exporting Members shall be divided among such Members in proportion to the average volume of their respective exports of coffee to all destinations in the preceding four calendar years in line with ICO Statistics.
- (4) The remaining votes of importing Members shall be divided among such Members in proportion to the average volume of their respective imports of coffee in the preceding four calendar years in line with ICO Statistics.
- (5) The distribution of votes shall be determined by the General Assembly in accordance with the provisions of this Article at the beginning of each coffee year and shall remain in effect during that year, except as provided for in paragraph (6) of this Article.
- (6) The General Assembly shall provide for the redistribution of votes in accordance with the provisions of this Article whenever there is a change in the membership of the Organisation or if the voting rights of a Member are suspended or regained under the provisions of Article 20.
- (7) No Member shall hold two-thirds or more of the votes in its category.
- (8) There shall be no fractional votes.

ARTICLE 12

**Voting procedure of the General Assembly**

(1) Each Member shall be entitled to cast the number of votes it holds and shall not be entitled to divide its votes. However, a Member may cast differently any votes which it holds under the provisions of paragraph (2) of this Article.

(2) Any Producer/Exporting Member may authorize in writing any other exporting Member, and any Consumer/Importing Member may authorize in writing any other importing Member, to represent its interests and to exercise its right to vote at any meeting or meetings of the General Assembly.

ARTICLE 13

**Decisions of the General Assembly**

(1) The General Assembly shall endeavour to take all decisions and to make all recommendations by consensus. If consensus cannot be reached, the General Assembly shall take decisions and make recommendations by a distributed majority vote of 70% or more of exporting Members, present and voting, and 70% or more of importing Members, present and voting, counted separately.

(2) The following procedure shall apply with respect to any decision by the General Assembly taken by a distributed majority vote:

- (a) if a distributed majority vote is not obtained because of the negative vote of three or less exporting or three or less importing Members, the proposal shall, if the General Assembly so decides by a majority of the Members present, be put to a vote again within 48 hours; and
- (b) if a distributed majority vote is again not obtained, the proposal shall be considered not approved.

(3) Members are committed to accept as binding all decisions of the General Assembly under the provisions of this Agreement.

ARTICLE 14

**Cooperation with other Organisations**

(1) The General Assembly may make arrangements for consultation and cooperation with the African Union and its specialised agencies; other appropriate intergovernmental Organisations; and relevant international and regional Organisations. The Organisation shall establish an African Coffee Development Fund to support coffee projects in Member States and shall take full advantage of all sources of funding. Such arrangements may include financial arrangements which the General Assembly considers appropriate for achieving the objectives of this Agreement. However, in respect of the implementation of any project under such arrangements the Organisation shall not incur any financial obligations for guarantees given by individual Members or other entities. No Member shall be responsible by reason of its membership of the Organisation for any liability arising from borrowing or lending by any other Member or entity in connection with such projects.

(2) Where possible, the Organisation may also collect from Members, non-members, and from donor and other agencies, information on development projects and programmes focussing on the coffee sector. Where appropriate, and with the agreement of the parties concerned, the Organisation may make this information available to such other Organisations as well as to Members.

ARTICLE 15

**Cooperation with non-governmental organisations and private sector entities**

(1) In pursuit of the objectives of this Agreement, the Organisation may, without prejudice to the provisions of Articles 14, 28, 29 and 30, establish and strengthen cooperative activities with appropriate non-governmental organisations having expertise in relevant aspects of the coffee sector and with other experts in coffee matters.

(2) The Organisation may also establish and strengthen cooperative activities with appropriate not-for-profit private sector organisations or foundations having expertise or relevant capacity to support the Organisation's objective of the transformation of the African coffee value chain.

## CHAPTER VII – THE SECRETARIAT

### ARTICLE 16

#### **The Secretary General and the staff**

(1) The General Assembly shall appoint the Secretary General and Deputy Secretary General, who shall be nationals of Member States of the Organisation. The terms of appointment of the Secretary General and his Deputy shall be established by the General Assembly and shall be comparable to those applying to corresponding officials of similar intergovernmental Organisations and in line with the Organisation's resources.

(2) The Secretary General shall be the chief administrative officer of the Organisation and head of the secretariat. He/she shall be responsible for the performance of any duties devolving upon him in the administration of this Agreement. The Deputy Secretary General shall as serve as Head of Operations in his/her support to the Secretary General.

(3) The Secretary General shall appoint the staff of the Organisation in accordance with regulations established by the General Assembly, in accordance with the Staff Rules and Regulations of the Organisation and in consultation with the Finance and Administration Committee.

(4) Neither the Secretary General nor any member of the staff shall have any financial interest in the coffee industry, the coffee trade or the transportation of coffee.

(4) The Secretary General, officers and staff of the Organisation owe their duty entirely to the Organisation and to no other authority and shall not seek or receive instructions from any Member or from any other authority external to the Organisation. In the performance of their duties, the Secretary General and the staff shall refrain from any action which might reflect on their position as international officials responsible only to the Organisation. They shall respect the international character of the Organisation and, in particular, they shall, in the exercise of their functions, disregard the political character of Member States and refrain from all interference in their political affairs.

(5) Each Member undertakes to respect the exclusively international character of the responsibilities of the Secretary General and the staff and not to seek to influence them in the discharge of their responsibilities.

(6) The General Assembly shall determine the location of the headquarters of the Secretariat and it shall, in so doing, take into account the availability of facilities and liaison required for the proper functioning of the Organisation.

## CHAPTER VIII – FINANCE AND ADMINISTRATION

### ARTICLE 17

#### **Finance and Administration Committee**

- (1) A Committee on Finance and Administration shall be established. The General Assembly shall determine its composition and mandate.
- (2) The Finance and Administration Committee shall be responsible for supervising the preparation of the Administrative Budget to be presented to the General Assembly for approval and carrying out any other tasks which the General Assembly assigns to it which shall include monitoring income and expenditure and matters related to the administration of the Organisation.
- (3) The Finance and Administration Committee shall report on its proceedings to the General Assembly.

### ARTICLE 18

#### **Finance**

- (1) The expenses of delegations to the General Assembly and representatives on any of the committees of the General Assembly shall be met by their respective Governments.
- (2) The other expenses necessary for the administration of this Agreement shall be met by annual contributions from Members assessed in accordance with the provisions of Article 20, together with any other resources received by or accruing to the Organisation from sales of specific services to Members and the sale of information and studies generated under the provisions of Articles 31 and 33.
- (3) The financial year of the Organisation shall be the same as the coffee year.
- (4) The resources of the Organisation shall consist of:
  - a) the annual contributions of Member States;
  - b) the income derived from the contributions under paragraph a);
  - c) any other resources received by or accruing to the Organisation.

### ARTICLE 19

#### **Determination of the Administrative Budget and assessment of contributions**

- (1) During its Ordinary Session, the General Assembly shall approve the Administrative Budget of the Organisation for the new financial year and shall assess the contribution of each Member to that Budget. A draft Administrative Budget shall be prepared by the Secretary General under the supervision of the Finance and Administration Committee in accordance with the provisions of Article 19.

(2) The contribution of each Member to the Administrative Budget for each financial year shall be in the proportion which the number of its votes at the time the Administrative Budget for that financial year is approved bears to the total votes of all the Members. However, if there is any change in the distribution of votes among Members in accordance with the provisions of paragraph (5) of Article 11 at the beginning of the financial year for which contributions are assessed, such contributions shall be correspondingly adjusted for that year. In determining contributions, the votes of each Member shall be calculated without regard to the suspension of the voting rights of any Member or any redistribution of votes resulting therefrom.

#### ARTICLE 20

#### **Payment of contributions**

(1) The contribution of each member country shall include a fixed part and a variable part decided by delegates at the General Assembly representing not less than two-thirds of the total voting power. In same way votes are computed, the variable part shall be calculated on the ICO moving average of exports in the four preceding years for exporting members, and the ICO moving average of imports in the four preceding years for importing members. Contributions to the Administrative Budget for each financial year shall be payable in freely convertible currency and shall become due on the first day of that financial year.

(2) If any Member fails to pay its full contribution to the Administrative Budget within six months of the date on which the contribution is due, its voting rights and its right to participate in meetings of specialized committees shall be suspended until its contribution has been paid in full. However, unless the General Assembly so decides, such Member shall not be deprived of any of its other rights nor relieved of any of its obligations under this Agreement.

(3) Any Member whose voting rights have been suspended under the provisions of paragraph (2) of this Article shall nevertheless remain responsible for the payment of its contribution.

ARTICLE 21

**Liabilities**

(1) The Organisation, functioning as specified in paragraph (3) of Article 6, shall not have power to incur any obligation outside the scope of this Agreement, and shall not be taken to have been authorised by the Members to do so. In exercising its capacity to contract, the Organisation shall incorporate in its contracts the terms of this Article in such a way as to bring them to the notice of the other parties entering into contracts with the Organisation, but any failure to incorporate such terms shall not invalidate such a contract or render it *ultra vires*.

(2) A Member's liability is limited to the extent of its obligations regarding contributions specifically provided for in this Agreement. Third parties dealing with the Organisation shall be deemed to have notice of the provisions of this Agreement regarding the liabilities of Members.

ARTICLE 22

**Audit and publication of accounts**

(1) As soon as possible and not later than six months after the close of each financial year, an independently audited statement of the Organisation's assets, liabilities, income and expenditure during that financial year shall be prepared.

(2) The statement of the Organisation's audit shall be presented to the General Assembly for approval at its earliest forthcoming session.

## **CHAPTER IX – MARKET DEVELOPMENT AND PROMOTION OF DOMESTIC CONSUMPTION**

### **ARTICLE 23**

#### **Removal of obstacles to trade and consumption**

(1) Members recognize the importance of the sustainable development of the coffee sector and of the removal of current obstacles and avoidance of new obstacles which may hinder trade and consumption, while recognising at the same time the right of Members to regulate, and to introduce new regulations, in order to meet national health and environmental policy objectives, consistent with their commitments and obligations under international agreements, including those related to regional and international trade.

(2) Members recognize that there are at present in effect measures which may to a greater or lesser extent hinder the increase in consumption of coffee, in particular:

- (a) import arrangements applicable to coffee from Member States, including preferential and other tariffs, quotas, operations of government monopolies and official purchasing agencies, and other administrative rules and commercial practices;
- (b) export arrangements as regards direct or indirect subsidies and other administrative rules and commercial practices; and
- (c) internal trade conditions and domestic and regional legal and administrative provisions which may affect consumption.

(3) Having regard to the objectives stated above and to the provisions of paragraph (4) of this Article, Members shall endeavour to pursue tariff reductions on coffee from Member States or to take other action to remove obstacles to increased consumption.

(4) Taking into account their mutual interest, Members undertake to seek ways and means by which the obstacles to increased trade and consumption referred to in paragraph (2) of this Article may be progressively reduced and eventually, wherever possible, eliminated, or by which the effects of such obstacles may be substantially diminished.

(5) Taking into account any commitments undertaken under the provisions of paragraph (4) of this Article, Members shall inform the General Assembly annually of all measures adopted with a view to implementing the provisions of this Article.

(6) The Secretary General shall prepare periodically a survey of the obstacles to consumption to be reviewed by the General Assembly.

(7) The General Assembly may, in order to further the purposes of this Article, make recommendations to Members, which shall report as soon as possible to the General Assembly on the measures adopted with a view to implementing such recommendations.



ARTICLE 24

**Promotion and market development**

- (1) Members recognize the benefits, both to producer/exporting and consumer/importing Members, from the transformation of the African coffee value chain and efforts to promote consumption, improve the quality of the product, promote domestic consumption in producing countries and develop markets for coffee, both in Africa and abroad. The Organisation recognises that coffee-themed restaurants or cafés pay an important role in the promotion of domestic consumption, and Member states are encouraged to provide the necessary support to encourage the professionalisation of coffee preparation by such entities to meet the required quality standards.
- (2) Promotion and market development activities may include information campaigns, research, capacity-building and studies related to coffee production and consumption.
- (3) Such activities may be included in the General Assembly's annual work programme or among the project activities of the Organisation referred to in Article 27 and may be financed by voluntary contributions from Members, non-members, other Organisations and the private sector.
- (4) A Committee on Promotion and Market Development shall be established. The General Assembly shall determine its composition and mandate.

ARTICLE 25

**Transforming the African coffee value chain**

- (1) In line with the African Union initiative of establishing the African *Continental Free Trade Area*, the Organisation recognises the need of African countries to broaden the base of their economies through, *inter alia*, industrialisation and the export of manufactured products. This includes the processing of coffee and the trade in processed coffee, as well as equipment related to the processing and consumption of coffee. In this regard, Members should avoid the adoption of governmental measures which could cause disruption to the coffee sectors of other Member States and not to inhibit free trade in coffee between African countries.
- (2) As research studies and trends identify alternative uses of coffee, the Organisation will support the development of allied industries as part of the transformation of the African coffee value chain, and as a way to stabilise producer prices. Such industries using coffee or coffee by-products are expected to contribute to the value chain transformation.
- (3) The Secretary General shall submit to the General Assembly a periodic report on the performance of the African coffee value chain in line with the provisions of this Article.

ARTICLE 26

**Mixtures and substitutes**

- (1) In line with the provision of the International Coffee Agreement, Members shall not maintain any regulations requiring the mixing, processing or using of other products with coffee for commercial resale as coffee. Members shall endeavour to prohibit the sale and advertisement of products under the name of coffee if such products contain less than the equivalent of 95% green coffee as the basic raw material.
- (2) The Secretary General shall submit to the General Assembly a periodic report on compliance with the provisions of this Article.

## **CHAPTER X – THE ORGANISATION’S PROJECT ACTIVITIES**

### ARTICLE 27

#### **Development and funding of projects**

- (1) Members and the Secretary General may submit project proposals which contribute to the achievement of the objectives of this Agreement and one or more of the priority areas for work identified in the strategic action plan approved by the General Assembly pursuant to Article 8.
- (2) The General Assembly shall establish procedures and mechanisms for submitting, appraising, approving, prioritising and funding projects, as well as for their implementation, monitoring and evaluation, and wide dissemination of results.
- (3) At each session of the General Assembly the Secretary General shall report on the status of all projects approved by the General Assembly, including those awaiting financing, under implementation, or completed since the previous General Assembly session.
- (4) A Committee on Projects shall be established. The General Assembly shall determine its composition and mandate.

## CHAPTER XI – SECTOR CONSULTATIONS AND COORDINATION

### ARTICLE 28

#### **The Consultative Group**

(1) The Consultative Group (hereinafter referred to as the CG) shall be a consultative body which may make recommendations on any consultations made by the General Assembly and may invite the General Assembly to give consideration to matters related to this Agreement. The consultative Group shall undertake the following:

- (i) Review of the existing agreement and recommending any needed modifications or amendments;
  - (ii) Review the implementation of the Agreement and advise the General Assembly on any pending or outstanding actions;
  - (iii) Review the application of new Members or Observers to be admitted to the Organisation;
  - (iv) Review and recommendation for adoption by the General Assembly any new general policy guidelines as well as Rules and Regulations for the Organisation; and,
  - (v) Any specific tasks that may be assigned by the General Assembly.
- (2) The General Assembly shall determine the composition and mandate of the CG.
- (3) Each member of the Consultative Group may designate one or more advisers.
- (4) The CG shall have a Chairman and a Vice-Chairman elected from among its members, for a period of one year. These officers may be re-elected. The Chairman and the Vice-Chairman shall not be paid by the Organisation.
- (5) The CG shall normally meet during regular sessions-of the General Assembly. In case of acceptance by the General Assembly of an invitation by a Member to hold a meeting in its territory, the CG shall also meet in that territory, in which case the additional costs to the Organisation involved above those incurred when the meeting is held at the seat of the Organisation shall be borne by the country or private sector organisation hosting the meeting.
- (7) The CG may hold special meetings subject to approval by the General Assembly.
- (8) The CG shall submit regular reports to the General Assembly.
- (9) The CG shall establish its own rules of procedure, consistent with the provisions of this Agreement.

ARTICLE 29

**The African Coffee Symposium**

- (1) The General Assembly shall make arrangements to hold, an African Coffee Symposium (hereinafter referred to as the Symposium), which shall be composed of producing and consuming Members, private sector representatives, and other interested participants, including participants from non-member countries. The General Assembly, in coordination with the Chairman of the Symposium, shall ensure that the Symposium contributes to furthering the objectives of this Agreement.
- (2) The Symposium shall have a Chairman who shall not be paid by the Organisation. The Chairman shall be appointed by the General Assembly and if a non-Member, shall be invited to participate in meetings of the General Assembly as an observer.
- (3) The General Secretariat shall decide on the form, title, subject matter, in consultation with the Consultative Group. The Symposium shall be held normally at the seat of the Organisation, during Annual Meetings. If the General Assembly decides to accept an invitation by a Member to hold a session in its territory, the Symposium will also be held in that territory, in which case the additional costs to the Organisation involved above those incurred when the session is held at the seat of the Organisation shall be borne by the country hosting the session.
- (4) Unless the General Assembly decides otherwise, the Symposium shall be self-financing.
- (5) The Chairman shall report to the General Assembly on the conclusions of the Symposium.

ARTICLE 30

**The African Coffee Research Network (ACRN)**

- (1) The General Assembly shall convene, at appropriate intervals and in cooperation with other relevant Organisations, the *African Coffee Research Network* (hereinafter referred to as ACRN) to facilitate consultations on topics related to production, research and development in the African coffee sector, with a particular emphasis on the needs of small- and medium-scale producers and local communities in coffee producing areas. The ACRN shall play a coordination role with African coffee scientists and national coffee research networks.
- (2) The ACRN was created by the Inter-African Coffee Organisation as an effort to address issues related to improvement of African coffee yields, quality, and coordination between the African coffee scientific community. ACRN will hold an African Coffee Scientific Conference at intervals as determined by the ACRN Coordination Committee.
- (3) The ACRN shall establish its own rules of procedure for the functioning of the Network, the designation of the Chairman, Vice-Chairman and Coordination Committee. It shall ensure wide dissemination of its results, using appropriate mechanisms established in accordance with the provisions of Article 33. The ACRN Chairman shall report to the IACO General Assembly on the work of the Network, the status of African coffee production, development activities and the African Coffee Scientific Conference.

## **CHAPTER XII – STATISTICAL INFORMATION, STUDIES AND SURVEYS**

### **ARTICLE 31**

#### **Statistical information**

(1) The Organisation shall act as an African centre of excellence for the collection, exchange and publication of:

- (a) statistical information on African coffee production, prices, exports, imports and re-exports, distribution and consumption of coffee, including information on value addition, domestic consumption, trade and prices for coffees in different market categories and products containing coffee; and
- (b) in so far as is considered appropriate, technical information on the cultivation, processing and utilization of coffee.

(2) The General Assembly may require Members to furnish such information as it considers necessary for its operations, including regular statistical reports on coffee production, production trends, exports, imports and re-exports, distribution, consumption, stocks, prices and taxation. Members, in so far as is possible, shall furnish information requested in as detailed, timely and accurate a manner as is practicable.

(3) If a Member fails to supply or finds difficulty in supplying within a reasonable time statistical and other information required by the General Assembly for the proper functioning of the Organisation, the General Assembly may require the Member concerned to explain the reasons for non-compliance. The Member may also inform the General Assembly of its difficulty and request technical assistance.

(4) If it is found that technical assistance is needed in the matter, or if a Member has not furnished, for two consecutive years, the statistical information required under paragraph (2) of this Article and has not sought the assistance of the General Assembly or has not explained the reasons for non-compliance, the General Assembly may take initiatives likely to lead such a Member to furnish the required information.

ARTICLE 32

**African Coffee Returns**

- (1) In order to facilitate the collection of statistics on the performance of the African coffee value chain and to ascertain the quantities of coffee traded between Member States and exports to other destinations by each Member, the Organisation shall establish a system of African Coffee Returns, governed by rules approved by the General Assembly.
- (2) Each Member shall notify the Organisation of the government or non-governmental agency which is to perform the functions of providing the *coffee returns* specified in paragraph (1) of this Article. The Organisation shall specifically approve a non-governmental agency in accordance with the rules approved by the General Assembly.

ARTICLE 33

**Studies, surveys and reports**

- (1) In order to assist Members, the Organisation shall promote the preparation of studies, surveys, technical reports and other documents concerning relevant aspects of the African coffee value chain.
- (2) This may include work on the economics of coffee production and distribution, analysis of the coffee value chain, approaches to managing financial and other risks, the impact of governmental measures on the production and consumption of coffee, sustainability aspects of the coffee sector, links between coffee and health and the opportunities for expansion of coffee markets for traditional and possible new uses.
- (3) Information collected, compiled, analysed and disseminated may also include, where technically feasible:
  - (a) quantities and prices of coffees relating to factors such as different geographic areas and quality-related conditions of production; and
  - (b) information on market structures, niche markets and emerging trends in production and consumption.
- (4) In order to carry out the provisions of paragraph (1) of this Article, the General Assembly shall adopt an annual work programme of studies, surveys and reports, with estimated resource requirements. These activities shall be financed either from provisions within the Administrative Budget or from extrabudgetary sources.
- (5) The Organisation shall place particular emphasis on facilitating access to information by small coffee producers to assist them in improving their financial performance, including managing credit and risk.

## CHAPTER XIII – GENERAL PROVISIONS

### ARTICLE 34

#### **Preparations for a new Agreement**

- (1) The General Assembly may examine the possibility of negotiating a new Inter-African Coffee Organisation Agreement.
- (2) In order to carry out this provision, the General Assembly shall examine the progress made by the Organisation in achieving the objectives of this Agreement as specified in Article 1.

### ARTICLE 35

#### **Sustainable coffee sector**

Members shall give due consideration to the sustainable management of coffee resources in production, processing, and all other coffee value chain activities, bearing in mind the principles and objectives on sustainable development based on the United Nations' Sustainable Development Goals (SDGs) which came into effect in January 2016.

### ARTICLE 36

#### **Standard of living and working conditions**

Members shall give consideration to improving the standard of living and working conditions of populations engaged in the coffee sector, consistent with their stage of development, bearing in mind internationally recognised principles and applicable standards on these matters.



## **CHAPTER XIV – CONSULTATIONS, DISPUTES AND ARBITRATION**

### **ARTICLE 37 Consultations**

Each Member shall accord sympathetic consideration to, and shall afford adequate opportunity for, consultation regarding such representations as may be made by another Member with respect to any matter relating to this Agreement. In the course of such consultation, on request by either party and with the consent of the other, the Secretary General shall establish an independent panel which shall use its good offices with a view to conciliate the parties. The costs of the panel shall not be chargeable to the Organisation. If a party does not agree to the establishment of a panel by the Secretary General, or if the consultation does not lead to a solution, the matter may be referred to the General Assembly in accordance with the provisions of Article 38. If the consultation does lead to a solution, it shall be reported to the Secretary General who shall distribute the report to all Members.

### **ARTICLE 38 Disputes and Arbitration**

(1) Any dispute concerning the interpretation or application of this Agreement which is not settled by negotiation shall, at the request of any Member party to the dispute, be referred to the General Assembly for decision. The General Assembly shall establish a disputes and complaints settlement procedure for the resolution of such matters.

(2) Any dispute arising between the Organisation and any Member State which has ceased to be a member, or between the Organisation and any Member State upon the termination of the operations of the Organisation, shall be submitted to arbitration by a tribunal of three Arbitrators. One of the Arbitrators shall be appointed by the Organisation, another by the Member State, and the third Arbitrator shall, unless the parties otherwise agree, be appointed by the Executive Secretary of the United Nations Economic Commission for Africa. The third Arbitrator shall have full power to settle all questions of procedure on which the parties are in disagreement.

## CHAPTER XV – FINAL PROVISIONS

### ARTICLE 39

#### **Signature and ratification, acceptance or approval**

(1) Except as otherwise provided, this Agreement shall be open for signature at the Depository headquarters from 1 December 2020 until and including 31 May 2021 by Contracting Parties to the Inter-African Coffee Organisation Agreement 1998 and Member States invited to the session of the General Assembly at which this Agreement was adopted.

(2) This Agreement shall be subject to ratification, acceptance or approval by the signatory Governments in accordance with their respective legal procedures.

(3) Except as provided for in Article 41, instruments of ratification, acceptance or approval shall be deposited with the Depository not later than 30 September 2021. However, the General Assembly may decide to grant extensions of time to signatory Governments which are unable to deposit their instruments by that date. Such decisions shall be transmitted by the General Assembly to the Depository.

(4) Upon signature and ratification, acceptance or approval, or notification of provisional application, any Regional Economic Community may deposit a declaration with the Depository confirming its exclusive competence over matters governed by this Agreement. Where a Regional Economic Community is designated as the representative of a group of Members, individual Member States of the respective Regional Economic Community shall not be eligible to become Contracting Parties to the Agreement.

### ARTICLE 40

#### **Provisional application**

A signatory Government which intends to ratify, accept or approve this Agreement may, at any time, notify the Depository that it will apply this Agreement provisionally in accordance with its legal procedures.

### ARTICLE 41

#### **Entry into force**

(1) This Agreement shall enter into force definitively when signatory Governments holding at least two-thirds of the votes of the producer/exporting Members and signatory Governments holding at least two-thirds of the votes of the consumer/importing Members, calculated as at 30 September 2020, without reference to possible suspension under the terms of Article 20, have deposited instruments of ratification, acceptance or approval. Alternatively, it shall enter into force definitively at any time if it is provisionally in force in accordance with the provisions of paragraph (2) of this Article and these percentage requirements are satisfied by the deposit of instruments of ratification, acceptance or approval.

(2) If this Agreement has not entered into force definitively by 30 September 2021, it shall enter into force provisionally on that date, or on any date within twelve months thereafter, if signatory Governments holding votes as described in paragraph (1) of this

Article, have deposited instruments of ratification, acceptance or approval, or have notified the Depositary in accordance with the provisions of Article 40.

(3) If this Agreement has entered into force provisionally but has not entered into force definitively by 30 September 2022, it shall cease to be in force provisionally unless those signatory Governments which have deposited instruments of ratification, acceptance or approval, or have notified the Depositary in accordance with the provisions of Article 40, decide, by mutual consent, that it shall continue in force provisionally for a specific period of time. Such signatory Governments may also decide, by mutual consent, that this Agreement shall enter into force definitively among themselves.

(4) If this Agreement has not entered into force definitively or provisionally by 30 September 2022 under the provisions of paragraph (1) or (2) of this Article, those signatory Governments which have deposited instruments of ratification, acceptance or approval, in accordance with their laws and regulations, may, by mutual consent, decide that it shall enter into force definitively among themselves.

#### ARTICLE 42

##### **Accession**

(1) Except as otherwise provided for in this Agreement, the Government of any State member of the African Union or of any of its specialized agencies or any intergovernmental organisation described in paragraph (3) of Article 4 may accede to this Agreement in accordance with procedures which shall be established by the General Assembly.

(2) Instruments of accession shall be deposited with the Depositary. The accession shall take effect upon deposit of the instrument.

(3) Upon deposit of an instrument of accession, any intergovernmental organisation referred to in paragraph (3) of Article 4 shall deposit a declaration confirming its exclusive competence over matters governed by this Agreement. The member States of such organisation shall not be eligible to become Contracting Parties to this Agreement.

#### ARTICLE 43

##### **Reservations**

Reservations may not be made with respect to any of the provisions of this Agreement.

#### ARTICLE 44

##### **Voluntary withdrawal**

Any Contracting Party may withdraw from this Agreement at any time by giving a written notice of withdrawal to the Depositary. Withdrawal shall become effective 90 days after the notice is received.

ARTICLE 45

**Exclusion**

If the General Assembly decides that any Member is in breach of its obligations under this Agreement and decides further that such breach significantly impairs the operation of this Agreement, it may exclude such Member from the Organisation. The General Assembly shall immediately notify the Depositary of any such decision. Ninety days after the date of the General Assembly's decision, such Member shall cease to be a Member of the Organisation and a Party to this Agreement.

ARTICLE 46

**Settlement of accounts with withdrawing or excluded Members**

(1) The General Assembly shall determine any settlement of accounts with a withdrawing or excluded Member. The Organisation shall retain any amounts already paid by a withdrawing or excluded Member and such Member shall remain bound to pay any amounts due from it to the Organisation at the time the withdrawal or the exclusion becomes effective; provided, however, that in the case of a Contracting Party which is unable to accept an amendment and consequently ceases to participate in this Agreement under the provisions of paragraph (2) of Article 49, the General Assembly may determine any settlement of accounts which it finds equitable.

(2) A Member which has ceased to participate in this Agreement shall not be entitled to any share of the proceeds of liquidation or the other assets of the Organisation; nor shall it be liable for payment of any part of the deficit, if any, of the Organisation upon termination of this Agreement.

ARTICLE 47

**Duration and termination**

(1) This Agreement shall remain in force for as long as coffee shall remain a priority sector in the Member States and shall be subject to reviews as Members may deem necessary, unless terminated under the provisions of paragraph (3) of this Article.

(2) The General Assembly shall review this Agreement five years after its entry into force, and every five years thereafter, and shall take decisions as appropriate.

(3) The General Assembly may at any time decide to terminate this Agreement. Termination shall take effect on such date as the General Assembly shall decide.

(4) Notwithstanding the termination of this Agreement, the General Assembly shall remain in being for as long as necessary to take such decisions as are needed during the period of time required for the liquidation of the Organisation, settlement of its accounts and disposal of its assets.

(5) Any decision taken with respect to the duration and/or termination of this Agreement and any notification received by the General Assembly pursuant to this Article shall be duly transmitted by the General Assembly to the Depositary.

ARTICLE 48  
**Amendment**

(1) The General Assembly may propose an amendment of the Agreement and shall communicate such proposal to all Contracting Parties. The amendment shall enter into force for all Members of the Organisation 100 days after the Depository has received notifications of acceptance from Contracting Parties holding at least two-thirds of the votes of the exporting Members, and from Contracting Parties holding at least two-thirds of the votes of the importing Members. The two-thirds percentage referred to herein shall be calculated based upon the number of Contracting Parties to the Agreement at the time that the proposal of the amendment was circulated to the Contracting Parties concerned for acceptance. The General Assembly shall fix a time within which Contracting Parties shall notify the Depository of their acceptance of the amendment, which shall be communicated by the General Assembly to all Contracting Parties and the Depository. If, on expiry of such time limit, the percentage requirements for the entry into effect of the amendment have not been met, the amendment shall be considered withdrawn.

(2) Unless the General Assembly decides otherwise, any Contracting Party which has not notified acceptance of an amendment within the period fixed by the General Assembly shall cease to be a Contracting Party to this Agreement from the date on which such amendment becomes effective.

(3) The General Assembly shall notify the Depository of any amendments distributed to the Contracting Parties under this Article.

ARTICLE 49  
**Supplementary and transitional provision**

All acts by or on behalf of the Organisation or any of its organs under the Inter-African Coffee Organisation Agreement 1998 shall remain in effect until the entry into force of this Agreement.

ARTICLE 50  
**Adoption and Deposit**

(1) In this Article, "Depository" means the Executive Secretary of the United Nations Economic Commission for Africa.

(2) This amended Agreement shall upon its adoption by a vote of delegates representing not less than two-thirds of the total voting power of the Assembly be deposited with the Depository. The Depository shall communicate copies of this amended Agreement to all Member States.

ARTICLE 51

**Acquisition of Membership**

Subject to Article 4 paragraph 1, any State which, after the entry into force of this amended Agreement, wishes to become a member of the Organisation, may do so by accession to the Organisation on such terms as the Assembly shall determine.

ARTICLE 52

**Authentic texts of the Agreement**

The texts of this Agreement in the English and French languages shall all be equally authentic. The originals shall be deposited with the Depositary.

IN WITNESS WHEREOF the undersigned, having been duly authorised to this effect by their respective Governments, have signed this Agreement on the dates appearing opposite their signatures.