

New Zealand Intervention: Cross Cutting issues

Review

Thank you Madam President.

On Section 6, Review, New Zealand supports a regular ongoing review process, rather than a one-off review as envisaged in the document. We see this as integral to ensuring the ongoing effectiveness of the Agreement. We agree with others that the review could occur through the Conference of Parties.

We would expect this review to cover:

- i. Performance of the institutional body set up under the Agreement in carrying out its designated functions; and
- ii. Decisions taken under the Agreement against the objectives, principles and standards set out in the Agreement.

We note that we have discussed reporting, monitoring and review throughout the IGC in the context of more specific parts of the Agreement, e.g. on ABMTs and EIAs. New Zealand supports the more generic aspects of reporting, monitoring and review being drawn into cross cutting sections of the Agreement. This would include, in particular, reporting, monitoring and review of the effectiveness of States parties implementation of the Agreement, including through relevant regional and sectoral bodies.

Other issues not covered in the President's Aid to negotiations including: Financial resourcing and issues; compliance; settlement of disputes; responsibility and liability; and final clauses

Moving onto other issues not covered in the document, New Zealand has some very brief points on these issues, although we acknowledge that we will consider these issues more fully once we have clarity on the content of the Agreement.

On compliance, we note the close linkage with monitoring and review mechanisms, which are important for ensuring accountability of States parties. Like the EU, we believe the extent of compliance provisions required in the new Agreement will depend on the agreed functions under the Agreement. Regardless of what compliance provisions we end up with in the Agreement, if any, we suggest leaving flexibility to add further compliance related mechanisms/processes in future if required.

On dispute settlement procedures, we would look to UNCLOS and UNFSA to provide a model. We could also look to the innovative procedures in the Convention on the Conservation and Management of High Seas Fisheries Resources in the South Pacific Ocean.

On responsibility and liability, like G77, New Zealand considers it will likely be sufficient to include a provision similar to Article 35 of UNFSA, which recognises that States Parties are liable in accordance with international law for damage or loss attributable to them in regard to the Agreement.

On final clauses, like others, we would look to UNFSA for guidance.

Thank you Madam President