

expansion of cocoa consumption for traditional and possible new uses, and the effects of the operation of this Agreement on exporters and importers of cocoa, including their terms of trade, and may submit recommendations to members on the subjects of these studies. The Council may also decide to promote scientific research in specific areas of production, manufacture and consumption. In the promotion of these studies and research, the Council may co-operate with international organizations and research institutions in member countries.

- Article 59

#### Annual Review

The Council shall, as soon as practicable after the end of each quota year, review the operation of this Agreement and the performance of members in conforming to the principles and promoting the objectives thereof. It may then make recommendations to members regarding ways and means of improving the functioning of this Agreement.

### CHAPTER XIV - RELIEF FROM OBLIGATIONS IN EXCEPTIONAL CIRCUMSTANCES ■

#### Article 60

##### Relief from Obligations in Exceptional Circumstances

1. The Council may, by special vote, relieve a member of an obligation on account of exceptional or emergency circumstances, **force majeure**, or international obligations under the Charter of the United Nations for territories administered under the trusteeship system.

2. The Council, in granting relief to a member under paragraph 1, shall state explicitly the terms and conditions on which and the period for which the member is relieved of the obligation.

3. Notwithstanding the foregoing provisions of this Article, the Council shall not grant relief to a member in respect of:

- (a) the obligation under Article 24 to pay contribution, or the consequences of a failure to pay them;
- (b) any export quota or other limitation on exports, if the quota or other limitation has already been exceeded;
- (c) the obligation to require payment of any contribution charged under Article 39.

### CHAPTER XV - CONSULTATIONS, DISPUTES AND COMPLAINTS

#### Article 61

##### Consultations

Each member shall accord sympathetic consideration to any representations made to it by another member concerning the interpretation or application of this Agreement and shall afford adequate opportunity for consultations. In the course of such consultations, on the request of either party and with the consent of the other, the Executive Director shall establish an appropriate conciliation procedure. The costs of such procedure shall not be chargeable to the Organization. If such procedure leads to a solution, this shall be reported to the Executive Director. If no solution is reached, the matter may, at the request of either party, be referred to the Council in accordance with Article 62.

#### Article 62

##### Disputes

1. Any dispute concerning the interpretation or application of this Agreement which is not settled by the parties to the dispute shall, at the request of either party to the dispute, be referred to the Council for decision.

2. When a dispute has been referred to the Council under paragraph 1, and has been discussed, a majority of members, or members holding not less than one third of the total votes, may require the Council, before giving its decision, to seek the opinion on the issues in dispute of an **ad hoc** advisory panel to be constituted as described in paragraph 3.

3. (a) Unless the Council unanimously decides otherwise, the **ad hoc** advisory panel shall consist of:

- (i) two persons, one having wide experience in matters of the kind in dispute and the other having legal standing and experience, nominated by the exporting members;
- (ii) two such persons nominated by the importing members; and
- (iii) a chairman selected unanimously by the four persons nominated under (i) and (ii) or, if they fail to agree, by the Chairman of the Council.

(b) Nationals of members shall not be ineligible to serve on the **ad hoc** advisory panel.

(c) Persons appointed to the **ad hoc** advisory panel shall act in their personal capacities and without instructions from any Government.

(d) The costs of the **ad hoc** advisory panel shall be paid by the Organization.

4. The opinion of the **ad hoc** advisory panel and the reasons therefor shall be submitted to the Council which, after considering all the relevant information, shall decide the dispute.

#### Article 63

##### Complaints and Action by the Council

1. Any complaint that any member has failed to fulfil its obligations under this Agreement shall, at the request of the member making the complaint, be referred to the Council, which shall consider it and make a decision on the matter.

2. Any finding by the Council that a member is in breach of its obligations under this Agreement shall be made by a simple distributed majority vote and shall specify the nature of the breach.

3. Whenever the Council, whether as a result of a complaint or otherwise, finds that a member is in breach of its obligations under this Agreement it may, without prejudice to such other measures as are specifically provided for in other Articles of this Agreement, including Article 73, by special vote:

(a) suspend that member's voting rights in the Council and in the Executive Committee; and

(b) if it considers necessary, suspend additional rights of such member, including that of being eligible for, or of holding, office in the Council or in any of its committees until it has fulfilled its obligations.

4. A member whose voting rights are suspended under paragraph 3 shall remain liable for its financial and other obligations under this Agreement.

### CHAPTER XVI - FAIR LABOUR STANDARDS

#### Article 64

##### Fair Labour Standards

Members declare that, in order to raise the levels of living of populations and provide full employment, they will endeavour to maintain fair labour standards and working conditions in the various branches of cocoa production in the countries concerned, consistent with their stage of development, as regards both agricultural and industrial workers employed therein.