Council of the European Union

Brussels, 9 September 2025
(OR. en)

12670/25
ADD 1

Interinstitutional File:
2025/0263 (NLE)

PROBA 31
AGRI 409
WTO 72
DEVGEN 142
FORETS 67

PROPOSAL

From:	Secretary-General of the European Commission, signed by Ms Martine DEPREZ, Director
date of receipt:	9 September 2025
To:	Ms Thérèse BLANCHET, Secretary-General of the Council of the European Union
No. Cion doc.:	COM(2025) 469 annex
Subject:	ANNEX to the Proposal for a Council Decision on the Signing, on behalf of the European Union, of the International Coffee Agreement 2022

Delegations will find attached document COM(2025) 469 annex.

Encl.: COM(2025) 469 annex

EUROPEAN
COMMISSION

Brussels, 9.9.2025
COM(2025) 469 final

ANNEX

ANNEX

to the

Proposal for a Council Decision

on the Signing, on behalf of the European Union, of the International Coffee Agreement 2022

INTERNATIONAL COFFEE ORGANIZATION

E

Copy of authenticated text

INTERNATIONAL COFFEE AGREEMENT 2022

June 2022
London, United Kingdom

By Resolution 476, the International Coffee Council approved on 9 June 2022 the text of the International Coffee Agreement 2022, contained in document ICC-133-7. By the same Resolution, the Council requested that the Executive Director prepare the definitive text of the Agreement, and that she authenticate this text for transmission to the Depositary. On 9 June 2022, the Council approved Resolution 477, designating the International Coffee Organization as the Depositary for the International Coffee Agreement 2022.

This document contains a copy of the text of the International Coffee Agreement 2022 which has been deposited with the International Coffee Organization for signature under the provisions of Article 44 thereof.

INTERNATIONAL COFFEE ORGANIZATION

222 Gray's Inn Road
London WC1X 8HB, United Kingdom

CONTENTS

Article		Page
	Preamble	1
	CHAPTER I – OBJECTIVES	
1	Objectives	3
	CHAPTER II – DEFINITIONS	
2	Definitions	5
	CHAPTER III – GENERAL UNDERTAKINGS BY MEMBERS	
3	General undertakings by Members	8
	CHAPTER IV – MEMBERSHIP AND AFFILIATION	
4	Membership of the Organization	9
5	Group membership	9
6	Affiliation	9
	CHAPTER V – THE INTERNATIONAL COFFEE ORGANIZATION	
7	Seat and structure of the International Coffee Organization	11
8	Privileges and immunities	11
	CHAPTER VI – THE INTERNATIONAL COFFEE COUNCIL	
9	Composition of the International Coffee Council	13
10	Powers and functions of the Council	13
11	Chair and Vice-Chair of the Council	14
12	Sessions of the Council	14
13	Votes	15
14	Voting procedure of the Council	16
15	Decisions of the Council	16
16	Cooperation with other organizations	18
17	Cooperation with non-governmental organizations	18
	CHAPTER VII – THE EXECUTIVE DIRECTOR AND THE STAFF	
18	The Executive Director and the staff	19

CHAPTER VIII – FINANCE AND ADMINISTRATION

19 Finance and Administration Committee 20
20 Finance 20
21 Determination of the Administrative Budget and assessment of contributions 20
22 Payment of contributions 22
23 Liabilities 22
24 Audit and publication of accounts 23

CHAPTER IX – ECONOMICS

25 Economics Committee 24
26 Removal of obstacles to trade and consumption 24
27 Promotion and market development 25
28 Measures related to processed coffee 26
29 Mixtures and substitutes 26
30 Statistical information 26
31 Certificates of Origin 27
32 Studies, surveys and reports 28

CHAPTER X – PROJECT ACTIVITIES OF THE ORGANIZATION

33 Development and funding of projects 30

CHAPTER XI – THE PRIVATE COFFEE SECTOR

34 Board of Affiliate Members 31
35 Coffee Public-Private Working Party – CPPWP 32
36 Engagement, integration and inclusiveness 33
37 World Coffee Conference 34
38 Coffee Sector Finance 34

CHAPTER XII – GENERAL PROVISIONS

39 Preparations for a new Agreement 35

CHAPTER XIII – SUSTAINABLE DEVELOPMENT

40 Sustainable coffee sector 36
41 Standard of living and working conditions 36

CHAPTER XIV – CONSULTATIONS, DISPUTES AND COMPLAINTS

42 Consultations 37
43 Disputes and complaints 37

CHAPTER XV – FINAL PROVISIONS

44 Signature and ratification, acceptance or approval 38
45 Provisional application 38
46 Entry into force 38
47 Accession 39
48 Reservations 40
49 Voluntary withdrawal 40
50 Exclusion 40
51 Settlement of accounts with withdrawing or excluded Members 40
52 Duration and termination 41
53 Amendment 41
54 Supplementary and transitional provision 42
55 Authentic texts of the Agreement 43

INTERNATIONAL COFFEE AGREEMENT 2022

PREAMBLE

The Governments Party to this Agreement,

Recognizing the exceptional importance of coffee to the economies of many countries which are largely dependent on coffee for their export earnings and for the achievement of their social and economic development goals and of many countries where imports of coffee play a key role;

Recognizing the importance of the coffee sector to the livelihoods of millions of people, particularly in developing countries, and bearing in mind that in many of these countries production is on small-scale family farms;

Considering the need for collaboration among members of the value chain to work together to create the structural conditions that will not only allow coffee farmers to achieve real prosperity and improve their livelihoods continuously, but also secure the future for the next generations of coffee growers as well as for the global coffee industry;

Recognizing the contribution of a sustainable coffee sector to the achievement of internationally agreed development goals, including the relevant Sustainable Development Goals (SDGs);

Recognizing the need to foster the sustainable development of the coffee sector, leading to enhanced employment and income, and better living standards and working conditions in Member countries;

Considering that close international cooperation on coffee matters, including international trade, can foster an economically diversified global coffee sector, the economic and social development of producing countries, the development of coffee production and consumption, and improved relations between coffee exporting and importing countries;

Considering that collaboration between Members, international organizations, the Private Sector and all other stakeholders can contribute to the development of the coffee sector;

Recognizing that increasing access to coffee-related information and market-based risk management strategies, for which market transparency in the supply chain and mitigation of price volatility are essential, as well as facilitating the adoption of appropriate regulations, can help to avoid any market distortions that can be harmful to both producers and consumers; and

Noting the advantages derived from the international cooperation which resulted from the operation of the International Coffee Agreements 1962, 1968, 1976, 1983, 1994, 2001 and 2007,

Have agreed as follows:

CHAPTER I – OBJECTIVES

ARTICLE 1
Objectives

The objective of this Agreement is to strengthen the global coffee sector and promote its economically, socially and environmentally sustainable development in a market-based environment for the betterment of all participants in the sector, by:

(1) Promoting international cooperation on coffee matters for the development of all coffee-growing areas and the reduction of the social, economic and technological gaps among countries, while taking into consideration the needs and priorities of Members;

(2) Facilitating engagement at the national, regional and global levels on coffee matters by Members and stakeholders in the coffee value chain;

(3) Encouraging Members to develop a sustainable coffee sector in economic, social and environmental terms;

(4) Providing a forum for consultations to seek understanding of the structural conditions in international markets and long-term trends in production and consumption that balance supply and demand, as well as to regulate adequately the spot, physical and financial markets for coffee in order to address volatility and excessive speculation that can distort prices, with negative effects on both producers and consumers;

(5) Facilitating the expansion and transparency of international trade in all types and forms of coffee, and promoting the elimination of trade barriers;

(6) Collecting, disseminating and publishing economic, technical and scientific information, statistics and studies, as well as the results of research and development in coffee matters;

(7) Promoting the development of consumption and markets for all types and forms of coffee, including in coffee-producing countries and emerging markets;

(8) Developing projects, supporting the management of financial resources for initiatives and, when possible and appropriate, managing the implementation of projects that benefit Members and the world coffee economy;

(9) Promoting coffee quality with a view to enhancing consumer satisfaction and benefits to producers;

(10) Encouraging the development and implementation of appropriate food safety procedures in the coffee sector in Member countries;

(11) Promoting training and information programmes designed to assist the transfer to Members of innovative practices and technology relevant to coffee;

(12) Encouraging and supporting Members to develop and implement strategies to increase the resilience of local communities and coffee farmers, in particular smallholders, so as to enable them to benefit from coffee production and trade, which can contribute to poverty eradication through a living income for families;

(13) Facilitating the availability of information, in particular, on financial tools and services that can assist coffee producers in Member countries to access credit and risk management instruments, allowing for greater financial inclusiveness and risk management, while also taking into account climate change;

(14) Addressing, where appropriate through research, the challenges facing the global coffee sector including but not limited to price volatility, high production costs, pests and diseases, climate change and traceability of coffee; and

(15) Promoting market-based solutions that allow producers to generate greater value addition.

CHAPTER II – DEFINITIONS

ARTICLE 2
Definitions

For the purposes of this Agreement:

(1) *Coffee* means the beans and cherries of the coffee tree, whether parchment, green or roasted, and includes ground, decaffeinated, liquid, soluble and premixed coffee. The Council shall, as soon as possible after this Agreement enters into force, and again at intervals of three years, review the conversion factors for the types of coffee listed in sub-paragraphs (d), (e), (f), (g) and (h) below. Following such reviews, the Council shall determine and publish appropriate conversion factors. Prior to the initial review, and should the Council be unable to reach a decision on this matter, the conversion factors will be those used in the International Coffee Agreement 2007, which are listed in the Annex to this Agreement. Subject to these provisions, the terms listed below shall have the following meaning:

(a) *Green coffee* means all coffee in raw, unroasted, bean form;

(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;

(g) *Soluble coffee* means the dried water-soluble solids derived from roasted coffee; and

(h) *Premixed coffee* means mixtures of soluble coffee or roasted and ground coffee with other food ingredients, usually sugar and/or creamer, and possibly some other ingredients.

(2) *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.

(3) *Coffee year* means the period of one year, from 1 October to 30 September.

(4) *Organization* and *Council* mean, respectively, the International Coffee Organization and the International Coffee Council.

(5) *Contracting Party* means a Government, the European Union or any intergovernmental organization 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 44, 45 and 46 or has acceded thereto in accordance with the provisions of Article 47.

(6) *Member* means a Contracting Party.

(7) *Exporting Member* or *exporting country* means a Member or country, respectively, which is a net exporter of coffee; that is, a Member or country whose exports exceed its imports.

(8) *Importing Member* or *importing country* means a Member or country, respectively, which is a net importer of coffee; that is, a Member or country whose imports exceed its exports.

(9) *Distributed majority vote* means a vote requiring 70 percent or more of the votes of exporting Members present and voting and 70 percent or more of the votes of importing Members present and voting, counted separately.

(10) *Depositary* means the intergovernmental organization or Contracting Party to the International Coffee Agreement 2007 designated by decision of the Council under the International Coffee Agreement 2007, to be taken by consensus before 6 October 2022. Such decision shall form an integral part of this Agreement.

(11) *Private Sector* means the segment of the economy that is owned, controlled, and managed by private individuals or enterprises, or state-owned enterprises whose main activities are in or related to the coffee sector and that operate similarly as part of an open market-based system, including but not limited to:

(a) Farmers, farmers' organizations and cooperatives, and other producers;
(b) Micro-, small- and medium-sized enterprises (MSMEs);
(c) Social enterprises;
(d) Large national and multinational companies;
(e) Financial institutions; and
(f) Industry and trade associations.

(12) *Civil Society* means the wide array of non-governmental and not-for-profit organizations that have a presence in public life, express the interests and values of their members and others, based on ethical, cultural, political, scientific, academic or philanthropic considerations.

(13) *Affiliate Member* means an entity of the Private Sector or Civil Society related or engaged with the work of the Organization.

(14) The *CEO and Global Leaders Forum (CGLF)* is a forum of senior executives of Private Sector entities that are signatories of the 2019 London Declaration on "price levels, price volatility and the long-term sustainability of the coffee sector" and established as the Private Sector response to the ICC Resolution 465 issued on 20 September 2018. The Forum meets annually with ICO Members, relevant coffee stakeholders and development partners to consider the outcomes of the Coffee Public-Private Working Party (CPPWP) defined in Article 35.

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 also undertake to provide, where possible, the information necessary to facilitate the functioning of this Agreement, provided that such information does not breach confidentiality.

(2) Members recognize that Certificates of Origin are important sources of statistical information on the trade in coffee. Exporting Members, therefore, assume responsibility for ensuring the proper issuing of Certificates of Origin.

(3) Members recognize further that information on re-exports is also important for the proper analysis of the world coffee economy. Importing Members, therefore, undertake to supply regular and accurate information on re-exports, in the form and manner determined by the Council.

CHAPTER IV – MEMBERSHIP AND AFFILIATION

ARTICLE 4
Membership of the Organization

(1) Each Contracting Party shall constitute a single Member of the Organization.

(2) A Member may change its category of membership on such conditions as the Council may agree.

(3) Any reference in this Agreement to a Government shall be construed as including the European Union and any intergovernmental organization having exclusive competence in respect of the negotiation, conclusion and application of this Agreement.

ARTICLE 5
Group membership

Two or more Contracting Parties may participate in the Organization as a Member group, by appropriate notification to the Council and to the Depositary, which will take effect on a date to be specified by the Contracting Parties concerned and on conditions agreed by the Council, including financial obligations.

ARTICLE 6
Affiliation

(1) An entity of the Private Sector or Civil Society is eligible to be considered for affiliate membership by decision of the Council.

(2) Entities that wish to be recognized as an Affiliate Member of the Organization should submit an application addressed to the Chair of the Council, which must be endorsed by a Member before it is submitted to the Chair.

(3) The Council shall accept or reject applications for Affiliate Member status.

(4) Affiliate Members' status shall be reviewed every coffee year by the Council.

(5) The Council shall establish procedures for appraisal of applications for Affiliate Member status, which shall take into account how the work of the applicant is related or engaged with the work of the Organization and its direct relevance to the objectives of this Agreement.

(6) The Organization has the opportunity to avail itself of expert advice from Affiliate Members, while the Affiliate Members in turn have the opportunity to express their views and engage in the work of the Organization.

(7) The Council shall establish a schedule of annual contributions to be paid by Affiliate Members. The mechanism and management of the contributions paid shall be in accordance with the Financial Rules and Financial Regulations of the Organization.

CHAPTER V – THE INTERNATIONAL COFFEE ORGANIZATION

ARTICLE 7
Seat and structure of the International Coffee Organization

(1) The International Coffee Organization established under the International Coffee Agreement 1962 shall continue in being to administer the provisions and supervise the operation of this Agreement.

(2) The seat of the Organization shall be in London, United Kingdom, unless the Council decides otherwise.

(3) The highest authority of the Organization shall be the Council. The Council shall be assisted as appropriate by the Finance and Administration Committee and the Economics Committee. The Council shall also be advised by the Board of Affiliate Members, the World Coffee Conference and the Coffee Public-Private Working Party.

(4) The Council will be supported by the Executive Director and the staff of the Organization.

ARTICLE 8
Privileges and immunities

(1) The Organization shall have legal personality. It shall in particular have the capacity to contract, acquire and dispose of movable and immovable property and to institute legal proceedings.

(2) The status, privileges and immunities of the Organization, of its Executive Director, 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 Organization.

(3) The Headquarters Agreement referred to in paragraph (2) of this Article shall be independent of this Agreement. It shall however terminate:

(a) By agreement between the host Government and the Organization;
(b) In the event of the headquarters of the Organization being moved from the territory of the host Government; or

(c) In the event of the Organization ceasing to exist.

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

(5) The Governments of Member countries other than the host Government shall grant the Organization the same facilities in respect of currency or exchange restrictions, maintenance of bank accounts and transfer of monies, as are accorded to the specialized agencies of the United Nations.

CHAPTER VI – THE INTERNATIONAL COFFEE COUNCIL

ARTICLE 9
Composition of the International Coffee Council

(1) The Council shall consist of all the Members of the Organization.

(2) Each Member shall appoint one representative on the Council and, if it so desires, one or more alternates. A Member may also designate one or more advisers to its representative or alternates.

ARTICLE 10
Powers and functions of the Council

(1) All powers specifically conferred by this Agreement shall be vested in the Council, which shall perform the functions necessary to carry out the provisions of this Agreement.

(2) The Council may establish and dissolve Committees and subsidiary bodies, as appropriate, other than those provided for in paragraph (3) of Article 7.

(3) The Council shall establish such rules and regulations, including its own rules of procedure and the financial and staff regulations of the Organization, as are necessary to carry out the provisions of this Agreement and are consistent therewith. The Council may, in its rules of procedure, provide the means whereby it may, without meeting, decide specific questions.

(4) The Council shall establish on a regular basis a strategic action plan to guide its work and identify priorities, including those relating to project activities undertaken pursuant to Article 33 and studies, surveys and reports undertaken pursuant to Article 32. Priorities identified in the action plan shall be reflected in the programme of activities and Administrative Budget approved by the Council.

(5) The Council shall also keep such records as are required to perform its functions under this Agreement and such other records as it considers desirable.

ARTICLE 11

Chair and Vice-Chair of the Council

(1) The Council shall elect, for each coffee year, a Chair and a Vice-Chair who shall not be paid by the Organization.

(2) The Chair shall be elected either from among the representatives of exporting Members or from among the representatives of importing Members and the Vice-Chair 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 Chair nor the Vice-Chair acting as Chair shall have the right to vote. His or her alternate will in such case exercise the voting rights of the Member.

ARTICLE 12

Sessions of the Council

(1) The Council shall hold two regular sessions a year and special sessions should it so decide. It may hold special sessions at the request of any 10 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) Sessions shall be held at the seat of the Organization, unless the Council decides otherwise. If a Member invites the Council to meet in its territory, and the Council agrees, the additional costs to the Organization involved above those incurred when the session is held at the seat of the Organization shall be borne by that Member.

(3) The Council may invite any non-member country or any of the organizations referred to in Articles 16 and 17 to attend any of its sessions as an observer. At each session, the Council shall decide on the admission of observers.

(4) The quorum required for a Council session to take decisions shall be the presence of more than half of the number of exporting and importing Members representing respectively at least two-thirds of the votes for each category. If on the opening of a Council session or of any plenary meeting there is no quorum, the Chair shall postpone the opening of the session or plenary meeting for at least two hours. If there is still no quorum at the new time set, the Chair may again postpone the opening of the session or plenary meeting for at least a further two hours. 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 Council.

ARTICLE 13

Votes

(1) The exporting Members shall together hold 1,000 votes and the importing Members shall together hold 1,000 votes, distributed within each category of Member 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 as follows: 50 percent in proportion to the average volume of their respective exports of coffee; and 50 percent in proportion to the average value of their respective exports of coffee.

(4) The remaining votes of importing Members shall be divided among such Members as follows: 50 percent in proportion to the average volume of their respective imports of coffee; and 50 percent in proportion to the average value of their respective imports of coffee.

(5) The European Union or any intergovernmental organization as defined in paragraph (3) of Article 4 shall hold votes as a single Member. It shall have five basic votes and additional votes according to the average volume and value of its imports or exports of coffee. If it is categorized as an exporting Member, in accordance with paragraph (7) of Article 2, then its votes shall be calculated in accordance with paragraph (3) of this Article. If it is categorized as an importing Member, in accordance with paragraph (8) of Article 2, then its votes shall be calculated in accordance with paragraph (4) of this Article.

(6) For purposes of this Article, exports and imports of coffee shall be construed as referring to shipments from any origin and to any destination, respectively, in the preceding four calendar years.

(7) For purposes of this Article, in the case of the European Union or any intergovernmental organization as defined in paragraph (3) of Article 4, exports shall be construed as including the sum of exports to all destinations, including within itself, and imports shall include the sum of imports from all origins, including within itself.

(8) The distribution of votes shall be determined by the Council 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 (9) of this Article.

(9) The Council 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 Organization or if the voting rights of a Member are suspended or regained under the provisions of Article 22.

(10) No Member shall hold two-thirds or more of the votes in its category.

(11) There shall be no fractional votes.

ARTICLE 14
Voting procedure of the Council

(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 exporting Member may authorize in writing any other exporting Member, and any 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 Council.

ARTICLE 15
Decisions of the Council

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

(2) The following procedure shall apply with respect to any decision by the Council 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 Council 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 Council under the provisions of this Agreement.

ARTICLE 16

Cooperation with other organizations

(1) The Council may make arrangements for consultation and cooperation with the United Nations and its specialized agencies; other appropriate intergovernmental organizations; and relevant international and regional organizations. It shall take full advantage of various sources of funding. Such arrangements may include financial arrangements that the Council considers appropriate for achieving the objectives of this Agreement. However, in respect of the implementation of any project under such arrangements the Organization 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 Organization for any liability arising from borrowing or lending by any other Member or entity in connection with such projects.

(2) Where possible, the Organization 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 Organization may make this information available to such other organizations as well as to Members.

ARTICLE 17

Cooperation with
non-governmental organizations

In pursuing the objectives of this Agreement, the Organization may, without prejudice to the provisions of Articles 16, 34, 35 and 37, establish and strengthen cooperative activities with appropriate non-governmental and not-for-profit organizations having expertise in relevant aspects of the coffee sector and with other experts in coffee matters.

CHAPTER VII – THE EXECUTIVE DIRECTOR AND THE STAFF

ARTICLE 18
The Executive Director and the staff

(1) The Council shall appoint the Executive Director. The terms of appointment of the Executive Director shall be established by the Council and shall be comparable to those applying to corresponding officials of similar intergovernmental organizations.

(2) The Executive Director shall be the chief administrative officer of the Organization and shall be responsible for the performance of any duties devolving upon him or her in the administration of this Agreement.

(3) The Executive Director shall appoint the staff of the Organization in accordance with regulations established by the Council.

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

(5) In the performance of their duties, the Executive Director and the staff shall not seek or receive instructions from any Member or from any other authority external to the Organization. They shall refrain from any action which might reflect on their position as international officials responsible only to the Organization. Each Member undertakes to respect the exclusively international character of the responsibilities of the Executive Director and the staff and not to seek to influence them in the discharge of their responsibilities.

CHAPTER VIII – FINANCE AND ADMINISTRATION

ARTICLE 19
Finance and Administration Committee

A Committee on Finance and Administration shall be established. The Council shall determine its composition and mandate. This Committee shall be responsible for supervising the preparation of the Administrative Budget of the Organization to be presented to the Council for approval, and carrying out any other tasks which the Council assigns to it which shall include monitoring income and expenditure and matters related to the administration of the Organization. The Finance and Administration Committee shall report on its proceedings to the Council.

ARTICLE 20
Finance

(1) The expenses of delegations to the Council and representatives on any of the committees of the Council 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 21, together with revenues from sales of specific services to Members and the sale of information and studies generated under the provisions of Articles 30 and 32.

(3) The financial year of the Organization shall be the same as the coffee year.

ARTICLE 21
Determination of the Administrative Budget and assessment of contributions

(1) During the second half of each financial year, the Council shall approve the Administrative Budget of the Organization for the following financial year and shall assess the contribution of each Member to that Budget. A draft Administrative Budget shall be prepared by the Executive Director 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 calculated as follows: i) 50 percent based on the average value of total trade and ii) 50 percent based on the average volume of total trade of the preceding four calendar years. For the purpose of this Article, "total trade" here refers to the sum of total import and export at the time the Administrative Budget for that financial year is approved. In determining contributions, the contribution 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. However, the aforesaid calculation shall not apply for Members whose membership has been suspended in accordance with paragraph (4) of Article 22, and their contributions shall be redistributed amongst the remaining Members for that financial year only.

(3) The initial contribution of any Member joining the Organization after the entry into force of this Agreement as provided for in Article 46 shall be assessed by the Council as per paragraph (2) of Article 21 on the basis of the period remaining in the current financial year, but the assessments made upon other Members for the current financial year shall not be altered.

(4) Each Member shall make a minimum contribution of 0.25 percent of the total Administrative Budget for each financial year.

(5) Members whose average total trade of coffee accounts for a share of less than 0.25 percent of the sum of all Members' average total trade in volume and value will be only subject to the minimum contribution referred to in paragraph (4) above.

(6) The remaining contribution of Members shall be divided among all Members except those in paragraph (5) above, as follows: 50 percent in proportion to the average volume of their total trade of coffee; and 50 percent in proportion to the average value of their total trade of coffee.

(7) For purposes of this Article, exports and imports of coffee shall be construed as referring to shipments from any origin and to any destination, respectively, in the preceding four calendar years.

(8) For purposes of this Article, in the case of the European Union or any intergovernmental organization as defined in paragraph (3) of Article 4, exports shall be construed as including the sum of exports to all destinations, including within itself, and imports shall include the sum of imports from all origins, including within itself.

ARTICLE 22

Payment of contributions

(1) 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 Council 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.

(4) The Council shall temporarily suspend by decision the membership of any Member in persistent arrears of more than 21 months of outstanding contributions. A Member that has been temporarily suspended will be relieved of its obligations to contribute to the Administrative Budget of the Organization but shall remain liable to meet any other of its financial obligations under this Agreement. Upon payment in full of its outstanding contributions or upon the approval of a repayment plan by the Council, that Member shall regain the right of membership. Payments made by Members in arrears will be credited first to their longest outstanding contribution.

ARTICLE 23

Liabilities

(1) The Organization, functioning as specified in paragraph (3) of Article 7, shall not have power to incur any obligation outside the scope of this Agreement, and shall not be taken to have been authorized by the Members to do so; in particular, it shall not have the capacity to borrow money. In exercising its capacity to contract, the Organization 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 Organization, 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 Organization shall be deemed to have notice of the provisions of this Agreement regarding the liabilities of Members.

ARTICLE 24

Audit and publication of accounts

As soon as possible and not later than six months after the close of each financial year, an independently audited statement of the Organization's assets, liabilities, income and expenditure during that financial year shall be prepared. This statement shall be presented to the Council for approval at its earliest forthcoming session.

CHAPTER IX – ECONOMICS

ARTICLE 25
Economics Committee

A Committee on Economics shall be established, which shall be responsible for matters related to: promotion and market development; market transparency, statistical information, studies and surveys; projects; the sustainable development; and financing of the coffee sector. The Council shall determine the Economics Committee's composition and mandate in addition to those that are outlined in Articles 33 and 38.

ARTICLE 26
Removal of obstacles to trade and consumption

(1) Members recognize the need to make the supply chain more efficient and to remove current obstacles and avoid new obstacles that may hinder the production, trade and consumption of coffee.

(2) A Member should regulate its coffee sector to meet national health, environmental and living income policy objectives, consistent with their commitments and obligations under international agreements and with the United Nations SDGs, including those related to international and regional trade.

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

(a) Import arrangements applicable to coffee, 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 that may affect consumption or render the supply chain inefficient.

(4) Having regard to the objectives stated above and to the provisions of paragraph (5) of this Article, Members shall endeavour to pursue tariff reductions on coffee and to take other action to remove obstacles to increased consumption.

(5) 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 (3) of this Article may be progressively reduced and eventually, wherever possible, eliminated, or by which the effects of such obstacles may be substantially diminished.

(6) Taking into account their mutual interest, Members undertake to seek ways of mitigating price volatility through appropriate regulations.

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

(8) The Executive Director shall prepare and circulate to all Members annually a survey of coffee-related obstacles to trade and consumption, as well as of the market distortions causing price volatility and impacting living and prosperous income or value distribution, in particular for coffee farmers and other producers, to be reviewed by the Council.

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

ARTICLE 27
Promotion and market development

(1) Members recognize the benefits, both to exporting and importing Members, from efforts to promote consumption, improve the quality of the product, and develop markets for coffee, including in exporting Members.

(2) Promotion and market development activities may include information and promotion campaigns, research, capacity-building and studies related to coffee production and consumption including the International Coffee Day.

(3) Such activities may be included in the programme of activities or among the project activities of the Organization referred to in Article 33 and may be financed by voluntary contributions from Members, non-members, other organizations and the Private Sector.

ARTICLE 28

Measures related to processed coffee

Members recognize the need of developing countries to broaden the base of their economies through, *inter alia,* industrialization and the export of manufactured products, including the processing of coffee and the export of processed coffee, as referred to in sub-paragraphs (d), (e), (f), (g) and (h) of paragraph (1) of Article 2. In this connection, Members should avoid the adoption of governmental measures which could cause disruption to the coffee sector of other Members.

ARTICLE 29

Mixtures and substitutes

(1) 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 percent green coffee as the basic raw material. However, this paragraph shall not apply to premixed coffee provided for in sub-paragraph (h) of paragraph (1) of Article 2.

(2) The Executive Director shall submit to the Council a periodic report on compliance with the provisions of this Article.

ARTICLE 30

Statistical information

(1) The Organization acts as a centre for the collection, exchange and publication of:

(a) Statistical information on world production, prices, exports, imports and re-exports, distribution and consumption of coffee, including information on production, consumption, trade and prices for coffees in different market categories, where feasible by type of coffee, and products containing coffee; and

(b) Technical information on the cultivation, production costs, processing and utilization of coffee, insofar as is considered appropriate.

(2) The Council 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, but no information shall be published which might serve to identify the operations of persons or companies producing, processing or marketing coffee. Members, insofar as is possible, shall furnish information requested in as detailed, timely and accurate a manner as is practicable.

(3) The Council shall establish a system of indicator prices and shall provide for the publication of a daily composite indicator price which should reflect actual market conditions.

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

(5) 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 Council or has not explained the reasons for non-compliance, the Council may take initiatives likely to lead such a Member to furnish the required information.

ARTICLE 31
Certificates of Origin

(1) In order to facilitate the collection of statistics on the international coffee trade and to ascertain the quantities of coffee which have been exported by each exporting Member, the Organization shall establish a system of Certificates of Origin, governed by rules approved by the Council.

(2) Every export of coffee by an exporting Member shall be covered by a valid Certificate of Origin. Certificates of Origin shall be issued, in accordance with the rules established by the Council, by the qualified agencies chosen by the Member and approved by the Organization. The Organization shall also periodically review the information contained in the Certificate of Origin in the light of changing conditions of consumption and international trade.

(3) Each exporting Member shall notify the Organization of the government or non-governmental agencies responsible for performing the functions specified in paragraph (2) of this Article. The Organization shall specifically approve a non-governmental agency in accordance with the rules approved by the Council.

(4) An exporting Member, on an exceptional basis and with proper justification, may submit, for approval by the Council, a request to allow data conveyed in Certificates of Origin concerning its exports of coffee to be transmitted to the Organization using an alternative method.

ARTICLE 32
Studies, surveys and reports

(1) In order to assist Members, the Organization shall promote the preparation of studies, surveys, technical reports and other documents concerning relevant aspects of the coffee sector.

(2) This may include work on the economics of coffee production and distribution, analysis of the coffee value chain, the impact of climate change, approaches to managing financial and other types of risks, the impact of governmental policies 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 non-traditional uses as well as other topics that might be considered relevant by the Council.

(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, families, local communities and conditions of production;
(b) Information on market structures, niche markets and emerging trends in production and consumption; and
(c) Studies related to the progress on living and prosperous income.

(4) In order to carry out the provisions of paragraph (1) of this Article, the Council shall consider those studies, surveys and reports to be included in the annual programme of activities, with estimated resource requirements, paying special attention to small- and medium-scale farmers and other producers. These activities shall be financed either from provisions within the Administrative Budget or from extrabudgetary sources.

(5) The Organization shall place particular emphasis on facilitating access to information by small- and medium-scale farmers and other producers to assist them in improving their sustainability, productivity and financial performance, including managing credit and risk.

CHAPTER X – PROJECT ACTIVITIES OF THE ORGANIZATION

ARTICLE 33
Development and funding of projects

(1) Members and the Executive Director may submit project proposals through the Economics Committee to the Council. These proposals should 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 and in the annual programme of activities approved by the Council pursuant to Article 10.

(2) The Council shall establish and update procedures and mechanisms for submitting, appraising, approving, prioritizing and funding projects, as well as for their implementation, monitoring and evaluation, and wide dissemination of results. The Economics Committee shall be responsible for carrying out these procedures and mechanisms and for making recommendations to the Council.

(3) At each session of the Council the Executive Director shall report on the status of all projects approved by the Council, including those awaiting financing, under implementation, or completed since the previous Council session.

(4) The Organization shall endeavour to cooperate with other international organizations, financial institutions, multilateral and bilateral development agencies and public and private donors, in order to obtain financing assistance and support for the execution of programmes, projects and activities of interest to the coffee economy as appropriate.

CHAPTER XI – THE PRIVATE COFFEE SECTOR

ARTICLE 34
Board of Affiliate Members

(1) The Board of Affiliate Members (BAM) shall be an advisory body which may make recommendations upon request of the Council, as well as invite the Council and its subsidiary bodies to include in their Agendas and decide on matters related to this Agreement and to the state of the world coffee sector.

(2) The BAM shall consist of all Affiliate Members.

(3) The BAM shall have a Chair and a Vice-Chair elected from among its members, for a period of one year. These officers may be re-elected. The Chair and the Vice-Chair shall not be paid by the Organization.

(4) The Chair and the Vice-Chair of the BAM shall be invited by the Council to participate in meetings of the Council and shall have the right to speak.

(5) The Chair and Vice-Chair of the BAM shall represent the Board in the Coffee Public-Private Working Party (CPPWP).

(6) The BAM shall normally meet at the seat of the Organization, prior to the regular sessions of the Council and with no scheduling conflicts with the said sessions. In case of acceptance by the Council of an invitation by a Member to hold a meeting in its territory, the BAM shall also meet in that territory, in which case the additional costs to the Organization involved above those incurred when the meeting is held at the seat of the Organization shall be borne by the country or Private Sector organization hosting the meeting.

(7) The BAM may hold special meetings subject to approval by the Council.

(8) The BAM shall establish its own rules of procedure, consistent with the provisions of this Agreement.

ARTICLE 35

Coffee Public-Private Working Party – CPPWP

(1) The Coffee Public-Private Working Party (hereinafter referred to as the CPPWP), is a multi-stakeholder public-private partnership mechanism whose objective is to identify and implement practical and time-bound actions to address the issues of price levels, price volatility and the long-term sustainability of the coffee sector.

(2) The CPPWP shall:

(a) Build consensus on priority issues and actions to be submitted for consideration to the Council and shared with the CEO and Global Leaders Forum (CGLF);
(b) Conduct the public-private dialogue and track progress regarding commitments on the issues of the price levels, price volatility and the long-term sustainability of the coffee sector;
(c) Drive the further development and operationalization of commitments and initiatives approved by the Council regarding the issue of price levels and the long-term sustainability of the coffee sector; and
(d) Develop continuously a shared vision and the agenda for public-private dialogue, addressing pressing issues involving the coffee sector, clarifying expectations and identifying opportunities and resources for shared action.

(3) The CPPWP shall be composed of delegates nominated by the Council and representatives of the Private Sector in equal numbers. Representatives of Civil Society and international organizations may join the CPPWP under conditions established by the Council.

(4) The Executive Director shall act as ex-officio secretary of the CPPWP with a designated member of staff serving as alternate and acting on his or her behalf whenever necessary.

(5) The CPPWP shall establish its own rules of procedure, consistent with the provisions of this Agreement and the Terms of Reference approved by Council.

(6) The CPPWP shall establish its own mechanisms to engage interested public and private coffee sector stakeholders, development partners and Civil Society in the assessment of priority issues and identification of best practices and solutions.

(7) The CPPWP shall submit regular reports and its deliberations and recommendations to the Council for consideration.

ARTICLE 36

Engagement, integration and inclusiveness

(1) The Council and its subsidiary bodies, including the CPPWP, shall enable Affiliate Members as well as international organizations, where appropriate, to:

(a) Provide expert analysis on issues directly from its experience in the field;
(b) Serve as an early warning agent;
(c) Help to raise public awareness of relevant issues;
(d) Contribute to the advancement of the objectives of this Agreement; and
(e) Contribute with relevant information at events of the Organization.

(2) Recognizing also that the Organization provides opportunities for Affiliate Members to be heard by a wide audience and contribute to its agenda, Affiliate Members can:

(a) Participate in the activities of the Organization with the approval of the Council, or in those contained in the programme of activities;
(b) Obtain and share information, knowledge and good practices with Members and other Affiliate Members through the collaborative tools provided to them by the Organization or through other means;
(c) Attend ICO-affiliated international conferences and events;
(d) Make written and oral statements at these events;
(e) Organize side events;
(f) Access information and data; and
(g) Have opportunities to network and lobby so as to expand their contacts and knowledge base to explore possible partnerships with various stakeholders.

ARTICLE 37

World Coffee Conference

(1) The Council shall make arrangements to hold, at appropriate intervals, a World Coffee Conference (hereinafter referred to as the Conference), which shall be composed of exporting and importing Members, Private Sector representatives, and other interested participants, including participants from non-member countries. The Council, in coordination with the Chair of the Conference, shall ensure that the Conference contributes to furthering the objectives of this Agreement.

(2) The Conference shall have a Chair who shall not be paid by the Organization. The Chair shall be appointed by the Council for an appropriate period, and shall be invited to participate in meetings of the Council as an observer.

(3) The Council shall decide on the form, title, subject matter and timing of the Conference, keeping the Board of Affiliate Members and the Coffee Public-Private Working Party informed thereof. The Conference shall be held normally at the seat of the Organization, during a session of the Council. If the Council decides to accept an invitation by a Member to hold a session in its territory, the Conference may also be held in that territory, in which case the additional costs to the Organization involved above those incurred when the session is held at the seat of the Organization shall be borne by the country hosting the session.

(4) Unless the Council decides otherwise, the Conference shall be self-financing.

(5) The Chair shall report to the Council on the conclusions of the Conference.

ARTICLE 38

Coffee Sector Finance

The Economics Committee shall facilitate consultations on topics related to finance and risk management mechanisms in the coffee sector, with a particular emphasis on the needs of small- and medium-scale producers, farmers and local communities in coffee-producing areas.

CHAPTER XII – GENERAL PROVISIONS

ARTICLE 39
Preparations for a new Agreement

(1) The Council may examine the possibility of negotiating a new International Coffee Agreement.

(2) In order to carry out this provision, the Council shall examine the progress made by the Organization in achieving the objectives of this Agreement as specified in Article 1.

CHAPTER XIII – SUSTAINABLE DEVELOPMENT

ARTICLE 40
Sustainable coffee sector

(1) Members shall give due priority to the sustainable management of coffee resources and processing, bearing in mind the principles and objectives on sustainable development in its three dimensions – economic, social, and environmental – in a balanced and integrated manner, contained in the United Nations SDGs and other related global initiatives that have been endorsed by Members.

(2) The Organization may, upon request, assist Members to sustainably develop their coffee sector with the aim of promoting prosperity for coffee farmers and all coffee stakeholders, while improving productivity, quality, resilience, and profitability in the coffee value chain, in particular for the small-scale farmers and other small-scale coffee producers.

ARTICLE 41
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 recognized principles and applicable standards on these matters. Furthermore, Members agree that labour standards shall not be used for protectionist trade purposes.

CHAPTER XIV – CONSULTATIONS, DISPUTES AND COMPLAINTS

ARTICLE 42
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 Executive Director shall establish an independent panel which shall use its good offices with a view to conciliating the parties. The costs of the panel shall not be chargeable to the Organization. If a party does not agree to the establishment of a panel by the Executive Director, or if the consultation does not lead to a solution, the matter may be referred to the Council in accordance with the provisions of Article 43. If the consultation does lead to a solution, it shall be reported to the Executive Director who shall distribute the report to all Members.

ARTICLE 43
Disputes and complaints

(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 Council for decision.

(2) The Council shall establish a disputes and complaints settlement procedure.

CHAPTER XV – FINAL PROVISIONS

ARTICLE 44
Signature and ratification, acceptance or approval

(1) Except as otherwise provided, this Agreement shall be open for signature at the Depositary headquarters from 6 October 2022 until and including 30 April 2023 by Contracting Parties to the International Coffee Agreement 2007 and Governments invited to the session of the Council 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 46, instruments of ratification, acceptance or approval shall be deposited with the Depositary not later than 31 July 2023. However, the Council 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 Council to the Depositary.

(4) Upon signature and ratification, acceptance or approval, or notification of provisional application, the European Union shall deposit a declaration with the Depositary confirming its exclusive competence over matters governed by this Agreement. The member states of the European Union shall not be eligible to become Contracting Parties to the Agreement.

ARTICLE 45
Provisional application

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

ARTICLE 46
Entry into force

(1) This Agreement shall enter into force definitively when signatory Governments holding at least two-thirds of the votes of the exporting Members and signatory Governments holding at least two-thirds of the votes of the importing Members, calculated as at 6 June

2022, without reference to possible suspension under the terms of Article 22, 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 31 July 2023, it shall enter into force provisionally on that date, or on any date within 12 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 45.

(3) If this Agreement has entered into force provisionally but has not entered into force definitively by 31 July 2024, 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 45, 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 31 July 2024 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 47
Accession

(1) Except as otherwise provided for in this Agreement, the Government of any member state of the United Nations or of any of its specialized agencies or any intergovernmental organization described in paragraph (3) of Article 4 may accede to this Agreement in accordance with procedures which shall be established by the Council.

(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 organization 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 organization shall not be eligible to become Contracting Parties to this Agreement.

ARTICLE 48

Reservations

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

ARTICLE 49

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 50

Exclusion

If the Council 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 Organization. The Council shall immediately notify the Depositary of any such decision. 90 days after the date of the Council's decision, such Member shall cease to be a Member of the Organization and a Party to this Agreement.

ARTICLE 51

Settlement of accounts with withdrawing or excluded Members

(1) The Council shall determine any settlement of accounts with a withdrawing or excluded Member. The Organization 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 Organization 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 53, the Council 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 Organization; nor shall it be liable for payment of any part of the deficit, if any, of the Organization upon termination of this Agreement.

ARTICLE 52
Duration and termination

(1) This Agreement shall remain in force until terminated by the Council under the provisions of paragraph (3) of this Article.

(2) The Council shall review this Agreement every five years, after the date of entry into force of this Agreement, if necessary or whenever the need arises, in particular to accommodate and respond to new challenges and opportunities, and take decisions as appropriate.

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

(4) Notwithstanding the termination of this Agreement, the Council 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 Organization, settlement of its accounts and disposal of its assets.

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

ARTICLE 53
Amendment

(1) The Council 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 Organization 100 days after the Depositary 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 Council shall fix a time within which Contracting Parties shall notify the Depositary of their acceptance of the amendment, which shall be communicated by the Council to all Contracting Parties and the Depositary. 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 Council decides otherwise, any Contracting Party which has not notified the Depositary of its acceptance of an amendment in accordance with the provisions of paragraph (1) of this Article within the period fixed by the Council shall cease to be a Contracting Party to this Agreement from the date on which such amendment becomes effective.

(3) The Council shall notify the Depositary of any amendments distributed to the Contracting Parties under this Article.

ARTICLE 54

Supplementary and transitional provision

All acts by or on behalf of the Organization or any of its organs under the International Coffee Agreement 2007 shall remain in effect until the entry into force of this Agreement.

ARTICLE 55

Authentic texts of the Agreement

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

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

ANNEX I

CONVERSION FACTORS FOR ROASTED, DECAFFEINATED, LIQUID AND SOLUBLE COFFEE AS DEFINED IN THE INTERNATIONAL COFFEE AGREEMENT 2007

Roasted coffee

To convert roasted coffee into green bean equivalent, multiply the net weight of roasted coffee by 1.19.

Decaffeinated coffee

To convert green decaffeinated coffee into green bean equivalent, multiply the net weight of the green decaffeinated coffee by 1.05. To convert decaffeinated roasted and decaffeinated soluble coffee into green bean equivalent, multiply their net weight by 1.25 or 2.73, respectively.

Liquid coffee

To convert liquid coffee into green bean equivalent, multiply the net weight of the dried coffee solids contained in the liquid coffee by 2.6.

Soluble coffee

To convert soluble coffee into green bean equivalent, multiply the net weight of the soluble coffee by 2.6.

Premixed coffee

To be determined, as per Resolution 476 approved by the International Coffee Council on 9 June 2022.

INTERNATIONAL COFFEE ORGANIZATION

ICC **Resolution 477**

9 June 2022
Original: English

E

International Coffee Council
133rd Session (Special)
Virtual Session
8 and 9 June 2022
London, United Kingdom

Resolution Number 477

APPROVED AT THE SECOND PLENARY MEETING,
9 JUNE 2022

Depositary for the
International Coffee Agreement 2022

WHEREAS:

The International Coffee Council has approved Resolution 476 adopting the text of the International Coffee Agreement 2022 at its 133rd Session on 9 June 2022;

Paragraph (1) of Article 76 (Depositaries of Treaties) of the 1969 Vienna Convention on the Law of Treaties provides that the designation of the depositary of a treaty may be made by the negotiating States, and that the depositary may be one or more States, an international organization or the chief administrative officer of the organization; and

Paragraph (10) of Article 2 of the International Coffee Agreement 2022 provides that the Council shall designate the Depositary by a consensus decision before 6 October 2022 and that such a decision shall form an integral part of the 2022 Agreement,

THE INTERNATIONAL COFFEE COUNCIL

RESOLVES:

1. To designate the International Coffee Organization as the Depositary for the International Coffee Agreement 2022.

2. To request the Executive Director, in her capacity as chief administrative officer of the International Coffee Organization, to take the necessary steps to ensure that the Organization performs the functions of the Depositary for the 2022 Agreement, in a manner consistent with the 1969 Vienna Convention on the Law of Treaties, including but not limited to:

(a) Keeping custody of the original text of the Agreement and of any Full Powers delivered to the Depositary.

(b) Preparing and circulating certified true copies of the original Agreement.

(c) Receiving any signatures to the Agreement, and receiving and keeping custody of any instruments, notifications and communications relating to it.

(d) Examining whether the signature or any instrument, notification or communication relating to the Agreement is in due and proper form.

(e) Circulating acts, notifications and communications relating to the Agreement.

(f) Advising when the number of instruments of ratification, acceptance or approval, or notifications of provisional application, required for the entry or provisional entry into force of the Agreement as set out in Article 46 thereof, have been deposited.

(g) Registering the Agreement with the Secretary-General of the United Nations.

(h) In the event of any questions about the performance of the Depositary's functions, bringing the matter to the attention of the signatories and Contracting Parties, or, where appropriate, to the International Coffee Council.

I hereby certify that the foregoing is a true copy of the International Coffee Agreement 2022, adopted by Resolution 476 of the International Coffee Council on 9 June 2022 at its 133rd Session, the original of which is deposited with the International Coffee Organization.

Vanúsia Nogueira
Executive Director
International Coffee Organization

London, United Kingdom, 29 July 2022