

CALL FOR EVIDENCE

Convention on International Interests
in Mobile Equipment and Protocol
thereto on Matters Specific to Aircraft
Equipment

JULY 2010

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Introduction

1. This is a Call for Evidence by the Department for Business, Innovation and Skills (BIS) in relation to the Convention on International Interests in Mobile Equipment (“the Convention”) and the Protocol on Matters Specific to Aircraft Equipment (“the Protocol”). These two instruments result from an initiative by the International Institute for the Unification of Private Law (UNIDROIT), an international, intergovernmental organisation of which the United Kingdom is a member. The aim and purpose of the Convention and Protocol are set out in Part II of this Call for Evidence.
2. In August 2001, the then Department for Trade and Industry consulted on whether or not the UK should sign the Convention and Protocol at the Diplomatic Conference in November of that year. Following the Consultation, the UK signed the Convention and Protocol on 16 November 2001 at the Diplomatic Conference in Cape Town, South Africa, co-sponsored by UNIDROIT and the International Civil Aviation Organization (ICAO). Although the UK signed these agreements, they are not binding on the UK unless we take the further step of ratification. The agreements came into effect on 1 March 2006 as a result of the ratification/ accession of the Protocol by eight States. A list of the current Contracting States to the Convention and Protocol is set out in Part IV of this paper.
3. The Department is now seeking views on whether it would benefit the UK to move towards ratification of the Convention and Protocol or take no further action at this time. If the decision were made to move towards ratification, we would expect there to be a further consultation on the detail of the legal options, and the changes that would be required to UK law.
4. This Call for Evidence is broken down as follows:
 - PART I – the current law on the registration of aircraft, the creation, registration and priority of aircraft mortgages and the enforcement of aircraft mortgages on default by the debtor; and information on aspects of devolution matters.
 - PART II - aims and purposes of the Convention and Protocol and the key features.
 - PART III – Questionnaire.
 - PART IV – List of contracting States.

How to respond

5. When responding please state whether you are responding as an individual or representing the views of an organisation. If you are responding on behalf of an organisation, please make it clear who the organisation represents, and how the views of your members were assembled. It would also be useful to know whether you are a small, medium or large size enterprise.

6. The deadline for responses to the Call for Evidence is **8 October 2010**.

7. BIS would prefer to receive submissions electronically to: rachel.onikosi@bis.gsi.gov.uk

If necessary you can send by post to:

Rachel Onikosi
6th Floor, Abbey 2
Legislation and International Policy Unit
Department for Business, Innovation and Skills
1 Victoria Street
London SW1H 0ET

8. Further copies of this Call for Evidence can be obtained from <http://www.bis.gov.uk/publications>

9. If you require any further information please contact Rachel Onikosi on 020 7215 5898.

10. Information provided in response to this Call for Evidence, including personal information, may be subject to publication or disclosure in accordance with the access to information regimes (these are primarily the Freedom of Information Act 2004 (FOIA), the Data Protection Act 1998 (DPA) and the Environmental Information Regulations 2004). If you want information that you provide to be treated as confidential, please be aware that, under the FOIA, there is a statutory Code of Practice with which public authorities must comply and which deals, amongst other things, with obligations of confidence. In view of this it would be helpful if you could explain to us why you regard the information you have provided as confidential. If we receive a request for disclosure of the information we will take full account of your explanation, but we cannot give an assurance that confidentiality can be maintained in all circumstances. An automatic confidentiality disclaimer generated by your IT system will not, of itself, be regarded as binding on the Department.

PART I:

Current UK law: mortgaging and enforcement of aircraft

Mortgaging of aircraft

- 1.1 Aircraft, including helicopters, are subject to national registration as a result of the Chicago Convention¹. The provisions for registration of aircraft are set out in the Air Navigation Order 2009², and the Civil Aviation Authority ('CAA') is the relevant body for such registration. The Mortgaging of Aircraft Order 1972³ provides for the creation, registration and priority of mortgages over aircraft registered in the UK, and any store of spare parts for that aircraft. The Order disapplies the Bill of Sales Acts which would otherwise apply to the creation of a charge over a movable object by an individual or unincorporated body. Subject to the Order, the law governing the creation and transfer of a mortgage is the *lex situs*, the law of its physical location at the time of the mortgage or transfer in question⁴.
- 1.2 The effect of registration is to provide express notice of the existence of a mortgage. It also offers protection to the creditor, as registration of a mortgage over a registered UK aircraft can only be discharged with the consent of the creditor, or the discharge of the mortgage. In addition, the creditor or other affected party is indemnified by the CAA should there be a loss by reason of error or omission in the Register.
- 1.3 The Order also provides that a registered charge has priority over any other mortgage or charge that is not registered, with the exception of possessory liens⁵ and rights to detain the aircraft under any Act of Parliament. The Order does not enable charges to be created and registered over aircraft engines separately.

Enforcement of security agreements over aircraft

- 1.4 Security agreements over aircraft in the UK will usually take the form of a legal mortgage. Other forms of security taken over an aircraft are equitable mortgages, liens, charges, pledges and floating charges. While many of the rights of the security holder to enforce its security are given by statute, the security agreement itself will provide for powers and rights of enforcement.
- 1.5 Enforcement procedures in respect of mortgages taken over aircraft can be commenced upon the occurrence of an event of default under the underlying financing arrangement

¹ The Convention on International Civil Aviation opened for signature in Chicago on 7 December 1944.

² SI 2009 No.3015

³ SI 1972 No. 1268 which has effect as if made under what is now section 86 of the Civil Aviation Act 1982.

⁴ *Blue Sky One Ltd. v. Mahan Air* [2010] All E.R. (D) 02.

⁵ Meaning a claim that is generally enforceable only if the lienor has the lienee's goods or property in its possession.

for which the aircraft is acting as security or a breach of the terms of the mortgage itself. Once there has been a default, the mortgagee will, if in accordance with the terms of the mortgage, give notice to the mortgagor that there has been an event of default under the loan and that it intends to enforce its security.

- 1.6 The mortgagee may take possession of the aircraft peacefully and subsequently sell it by way of public action or private contract, providing that this has been stipulated in the mortgage agreement. However, if the mortgagor opposes repossession or there is uncertainty about whether there has been an event of default under the underlying financing arrangements, the mortgagee may apply to the court for an order for delivery up and possession of the aircraft. If there is a possibility that the aircraft will be taken out of the UK, the mortgagee may also apply for an interim injunction to prevent such removal.
- 1.7 The court may also make an order for the sale of the aircraft which will ordinarily be by auction. If the mortgagee has not received payment after a court order, the mortgagee can issue a claim to have an officer of the court seize the aircraft (and any other assets of the mortgagor in the jurisdiction) to satisfy the debt.
- 1.8 The mortgagee also has the right, under statute⁶ and usually under the terms of the mortgage deed, to appoint a receiver who will have the power to act on behalf of the mortgagee exercising its powers in relation to enforcement. The receiver can be appointed upon a default under the underlying loan agreement or if the mortgagee has obtained a judgement against the mortgagor which remains unpaid.
- 1.9 The final step that may need to be taken by the mortgagee if the aircraft is to be sold and/or registered in a different state is the deregistration of the aircraft from the UK Register of Civil Aircraft. This can be done by the mortgagee acting under a De-registration Power of Attorney granted by the mortgagor that will take effect upon enforcement.
- 1.10 While enforcement of mortgages under English law seems relatively simple, it is not always straightforward. The principal difficulty with enforcement over an aircraft is that, by its nature, an aircraft can be located in any jurisdiction at any given time and enforcement procedures must be undertaken in the jurisdiction in which the asset is located. Enforcement procedures differ between states and a number of remedies set out in the mortgage may be unavailable in practice.
- 1.11 There is also a lack of clarity and predictability regarding enforcement of security in the UK in two areas. Firstly, there is uncertainty in English law due to the application of the *lex situs* as to the law that governs security taken over aircraft. This position is not uniformly applied in foreign jurisdictions and thus it is not always easy, under English law, to determine the validity of the security. That has recently been highlighted in the *Blue Sky litigation*⁷ [2010] EWHC 631 (Comm). Secondly, enforcement is difficult and will usually be delayed where the mortgagor is insolvent. If the mortgagor is in administration,

⁶ Under the Law of Property Act 1925

⁷ *Blue Sky one Ltd and others v Mahan Air and another ; PK Airfinance US Inc v Blue Sky Two Ltd and others* [2010] EWHC 631 (Comm).

it may not be possible for enforcement proceedings to be undertaken without the consent of the administrator, who is not compelled to act within a specified timeframe⁸.

Devolution

- 1.12 The Convention and Protocol are in the form of treaties. As such they would need to be given effect in UK domestic law in order for UK courts to be able to apply them. The subject matter of the main part of the Convention and Protocol is the law governing the rights of a secured creditor, conditional seller or lessor over mobile property (that is, aircraft objects, railway rolling stock and helicopters) and certain aspects of insolvency law. This Call for Evidence is concerned only with aircraft objects (see paragraph 2.3).
- 1.13 Currently the mortgaging of aircraft is provided for under the Mortgaging of Aircraft Order 1972 (1972 No. 1268). This takes effect as if made under section 86 of the Civil Aviation Act 1982. Whilst the subject matter of that provision is reserved in respect of Scotland (and so is outside the competence of the Scottish Parliament), certain aspects of corporate insolvency law (concerning receivership and the process of winding-up of companies) are devolved matters. Civil aviation is a reserved matter in respect of Northern Ireland (in respect of which the Northern Ireland Assembly cannot legislate without the consent of the Secretary of State); insolvency law is a transferred matter in respect of Northern Ireland (which enables the Northern Ireland Assembly to legislate in this area). The subject matter of the Convention and Protocol are not devolved in Wales. The Department would need to formally consult with the devolved administrations in Scotland and Northern Ireland on the implementation of these treaties.

⁸ Insolvency Act 1986 Schedule B1 paras. 43 (on the moratorium of enforcement of security) and 71 (on the power of the administrator to dispose of property subject to a mortgage).

PART II:

The Convention and Aircraft Protocol

Aims of the convention and protocol

- 2.1 The Convention and Protocol are two separate but complementary instruments which aim to support asset based financing by giving greater certainty, clarity and confidence to financiers of mobile equipment as to the efficacy of their legal rights, resulting in increased flows of capital at lower costs to the borrower, and business opportunities for equipment suppliers.
- 2.2 The Convention provides a new uniform international legal order for the creation, enforcement, registration and priority of security and similar interests in high value internationally mobile equipment.
- 2.3 The Aircraft Protocol applies this general regime with modifications to interests in 'aircraft objects'⁹, above a certain size. This procedure enables the Protocol to apply the Convention regime to meet the specific needs of the concerned industry sector.
- 2.4 The uniform rules laid down in the Convention and Protocol are applicable in all Contracting States, so that in these States creditors have an assured legal regime of default remedies and priority of registered interests, as well as recognition of their international interest in the event of the debtor's insolvency. Key features of the Convention and Protocol are set out below. For a comprehensive analysis of these two instruments reference should be made to the Official Commentary by Professor Sir Roy Goode QC.¹⁰

Key features of the Convention (as applied by the Aircraft Protocol)

I. International interests recognised by all contracting states

- 2.5 All Contracting States are required to recognise 'international interests' in mobile equipment created under the Convention including sales of such equipment. In relation to aircraft objects an international interest is an interest constituted in accordance with the formalities of Article 7 in an airframe, aircraft engine or helicopter¹¹ which is uniquely identifiable in accordance with the requirements of the Protocol, the interest being one that is:
 - a) granted by the chargor under a security agreement;

⁹ As defined in Article 2 of the Convention & Article I of the Protocol. See paragraph 2.5.

¹⁰ Convention on International Interests in Mobile Equipment and Protocol Thereto on Matters Specific to Aircraft Equipment: Official Commentary, Revised Edition (2008), published by UNIDROIT.

¹¹ As defined by Article I(2)(e), (b) and (l), which incorporates certain minimum capacity requirements.

- b) vested in a person who is the conditional seller under a title reservation agreement;
or
- c) vested in a person who is the lessor under a leasing agreement¹².

2.6 International interests may involve parties from different States, and the aircraft of which the aircraft object forms part would usually be one which flies on routes to a number of different countries. Before the Convention and Protocol can apply, there must be a connecting factor, and the basic rule is that the instruments will apply where the debtor is situated in a Contracting State at the time the agreement is concluded, regardless of the location of the creditor. An alternative connecting factor is that the aircraft is registered in the aircraft registry of a Contracting State in accordance with the Chicago Convention.¹³ The Convention and Protocol apply in a Contracting State whether or not the aircraft is registered in the nationality registration of that State. So if the UK were a Contracting State the courts of a part of the UK could have jurisdiction over issues arising under the Convention and Protocol if the parties conferred such jurisdiction by agreement, or if jurisdiction arose under the rules of the Convention itself, whether or not the aircraft was a UK registered aircraft.

II. International registry: the creation of an electronic, notice based system

- 2.7 As set out in paragraphs 1.1 and 1.2, the CAA is the designated authority for the registration of UK aircraft and security interests. However, under the Cape Town regime, an International Registry has been established by provisions of the Convention for the registration of international interests as referred in paragraph 2.5. This Registry, which is run by a Registrar under the overall supervision of the Council of International Civil Aviation Organisation (ICAO), is an automated system based in Dublin, and an intending creditor under an agreement complying with the criteria of the Convention and Protocol would need to register such interests at the International Registry in order to protect the priority of the interest. An intending creditor would also be able to register a prospective international interest in order to secure its priority when it is converted into a completed international interest.¹⁴
- 2.8 Under the registration system, registered interests have priority over unregistered interests, and an earlier registered interest has priority over a later one. This would be the case even if the later interest was acquired with notice of the earlier interest.
- 2.9 The international registration system does not preclude the creation and registration of aircraft mortgages in the Register maintained by the CAA but registration in the International Registry would give priority over interests not so registered. The system would not affect airframes, aircraft engines or helicopters used in military, customs or police services, which fall outside the definitions of these objects. For further information on the operation of the registry please see: <https://www.internationalregistry.aero/>

¹² Official Commentary, para. 2.23(1).

¹³ See footnote 1 above.

¹⁴ Official Commentary, paras. 2.155, 3.47.

2.10

III Non-consensual rights or interests

2.11 Article 39 of the Convention empowers a Contracting State to declare, generally or specifically, those categories of non-consensual right or interest (other than one to which Article 40 applies - see paragraph 2.11) which under that States law have priority over an interest in an object equivalent to that of the holder of a registered international interest and are to have priority over a registered international interest, whether in or outside insolvency proceedings. For example, English law gives a person carrying out repairs to an aircraft a possessory lien to secure payment of the repair charges and this lien has priority over an aircraft mortgage. If the UK were to ratify the Convention and the Protocol it could declare that the lien would also have priority over an international interest registered after deposit of the declaration with the Depositary, without the need for the lien itself to be registered in the International Registry. Article 39 also enables a Contracting State to declare that nothing in the Convention affects the right under its laws to arrest or detain an aircraft for payment of amounts due in respect of the aircraft, e.g. unpaid air navigation charges.

2.12 Article 40 empowers a Contracting State to make a declaration listing the categories of non-consensual right or interest which are to be registrable under the Convention as if the right or interest were an international interest. Registration pursuant to such a declaration has the same priority as is given by registration of an international interest. It is not necessary that the non-consensual rights or interest have any particular priority under national law. For example, if the UK were to ratify the Convention, Article 40 would allow the UK to make a declaration that judgments or orders for the attachment of an aircraft, whether by way of execution or otherwise, were to be registrable in the International Registry.

IV Default remedies for creditors of security agreements

2.13 (a) Chapter III of the Convention sets out the remedies that are available to the holder of an international interest in the event of a default of the security agreement. These include:

- i. taking possession or control of the object charged to it;
- ii. selling or leasing any such object;
- iii. collecting or receiving income, or profits from its management or use.

(b) The creditor may also apply for a court order to authorise or direct any of the above as set out in subparagraph (a).

2.14 The Convention requires a creditor proposing to sell or grant a lease of an aircraft object to give reasonable prior notice in writing to interested persons,¹⁵ and any amount collected or received as a result of the exercise of any remedies set out in paragraph 2.10

¹⁵ Interested persons as defined by Article 1(m) (i) – (iii) are the debtor, any person who for the purpose of assuring performance of any of the obligations in favour of the creditor gives or issues a suretyship or demand guarantee or a standby letter of credit or any other form of credit insurance, or any other person having rights in or over the object.

above should be applied towards the discharge of the amount of the secured obligations. Article IV of the Protocol creates an additional remedy allowing for the de-registration of the relevant aircraft, and the export and physical transfer of the charged aircraft object from the territory in which it is situated.

2.15 Article 13 of the Convention, and Article X of the Protocol entitle a creditor who has adduced evidence of default, to obtain speedy relief, pending final determination of its claim, in the form of such one or more orders as the creditor requests:

- I. preservation of the object and its value;
- II. possession, control or custody of the object;
- III. immobilisation of the object; and
- IV. lease or management of the object and income therefrom.

V. Priorities

2.16 The priority rules in the Convention and Protocol are for the most part quite simple. A registered interest has priority over an unregistered interest whether or not the latter is registrable and whether or not the creditor holding the registered interest had prior knowledge of the unregistered interest. The priority extends to future advances by the holder of a registered interest, whether or not made when having knowledge of a subsequent interest. The priority also covers proceeds arising from the total or partial loss or physical destruction of the object or its total or partial confiscation, condemnation or requisition.

VI. Insolvency

2.17 Article 30 of the Convention deals with insolvency. International interests registered before the commencement of insolvency proceedings are valid against the insolvency administrator. The Article further provides that the rule as to validity is without prejudice to rules of the applicable law under which the international interest may be valid. But nothing in Article 30 affects (a) any rules of insolvency law relating to the avoidance of a transaction as a preference or a transfer in fraud of creditors, or (b) any rules of procedure relating to the enforcement of rights to property under the control or supervision of the insolvency administrator, e.g. to allow for a restructuring.

2.18 Article XI of the Aircraft Protocol contains provisions relating to the rights of the creditor where the debtor becomes insolvent. There are two alternative versions of Article XI, Alternative A and Alternative B. A Contracting State can choose to opt into either A or B but the provisions of the Alternative it chooses have to be accepted in their entirety. As the EU has decided not to adopt either alternative, the UK, if wishing to adopt one of the Alternatives, could proceed by legislation, but could not make a declaration under the Convention (see paragraph 2.19). A Contracting State can choose the type of insolvency proceedings which would be covered by either regime. A Contracting State need not adopt either Alternative but may instead continue to apply its domestic insolvency law.

2.19 Article XI Alternatives A and B would only apply where a Contracting State that is the primary insolvency jurisdiction (that is, the Contracting State in which the debtor's centre

of main interests is situated) has made a declaration under Article XXX. The concept of the “primary insolvency jurisdiction” is intended to ensure that choices made by a Contracting State in regard to the application of this Article are respected where aircraft of that State are within the jurisdiction of other Contracting States which may have made different choices. Article XXX (3) allows a Contracting State to choose how the insolvency provisions in the Protocol would apply under its law. Article XXX (4) provides that the courts of a Contracting State should apply Article XI in conformity with the declaration made by the Contracting State which is the primary insolvency jurisdiction.

Alternative A

2.20 Alternative A enables a Contracting State to specify a period (“the waiting period”) as the period at the end of which the insolvency administrator or the debtor must give up possession of the aircraft object to the creditor unless the insolvency administrator or the debtor has cured all defaults and agreed to perform all future obligations under the agreement. Alternative A also makes provision in respect of the preservation of the aircraft object prior to its re-delivery to the creditor. The application of the waiting period and the provisions in Article XI (A)(8) in respect of making available the remedies in Article IX (1) of de-registration and export of the aircraft from the territory where it is situated are designed to provide a system under which a creditor may be assured that in the event of default the aircraft object can be recovered within a fixed period. Under Alternative A the court has no discretion to suspend or delay exercise of the creditor’s remedies.

Alternative B

2.21 Alternative B provides that the insolvency administrator or the debtor (as applicable) are to give notice to the creditor either that they will cure the defaults and perform all future obligations or give possession of the object to the creditor. The applicable law may permit the court to require additional steps or guarantees to be provided and, if the insolvency administrator or debtor fails to give notice of his intention, then the court may permit the creditor to take possession of the aircraft object upon such terms as the court orders. The intention of Alternative B, reinforced by paragraph 6 which excludes sale of the aircraft object pending a decision by court, is to enable the applicable law to require realisation by the creditor of its security to be subject to the control of the court.

European Community (‘EC’) Accession to the Convention and Protocol

2.22 The declaration made by the European Community on its accession to the Convention and Protocol states that the Community will not make a declaration pursuant to Article XXX(1) concerning the application of Article VIII, nor will it make any of the declarations permitted under Article XXX(2) and (3). The Member States keep their competence concerning the rules of the substantive law as regards insolvency. Consequently, the UK will not make a declaration under the Protocol that it accepts either Alternative A or B, it may however align its law with either Alternative A or B without making a declaration.

VII. Jurisdictional rules

2.23 The general principle under Cape Town is that the courts of a Contracting State chosen by the parties have exclusive jurisdiction unless agreed otherwise. In relation to the remedy under Article 13 of speedy relief pending final determination of the creditor’s claim

jurisdiction is also conferred on the courts on the territory in which the aircraft object subject to the international interest is situated or the courts on the territory of which the debtor is situated, depending on the order applied for. In cases outside Article 13 and not governed by the parties' agreement as to jurisdiction each court's own jurisdictional rules will apply.

PART III: Questionnaire

The questions below have been specifically designed so that you can provide us with the necessary evidence to help us identify whether the UK should move towards ratifying the Convention and Protocol. We require this information to help inform our decisions, and for this reason ask that you answer the questions fully as possible providing any additional information that you think would be helpful.

- 3.1 Cross-border aircraft financing and leasing potentially attract the laws of different countries with differing rules on creditors' rights and the protection of security interests. To what extent do you consider that this affects:
- a) the complexity of the transactions;
 - b) the predictability of legal outcomes;
 - c) the availability of finance or leasing facilities; or
 - d) the cost?
- 3.2 If any of the factors in question 3.1 apply, to what extent do you consider that the difficulties you have identified affect:
- a) the rating of aircraft receivables,
 - b) the cost of export credit insurance, and/or
 - c) the cost of financing or leasing aircraft?
- 3.3 The Convention and Protocol embody an international legal regime for the creation, perfection and priority of international interests and outright sales. To what extent, if at all, do you consider such a regime would help to reduce any problems you have identified in your answer to question 3.1?
- 3.4 Do you:
- a) consider that the International Registry system, which provides for registration of international interests in and sales of airframes, aircraft engines and helicopters, with priority over unregistered national interests, is an advantage or a disadvantage? Please explain your answer.
 - b) Do you find the ability to register an international interest against an aircraft engine separately from the airframe helpful or not helpful? Please explain your answer.

- 3.5 The Cape Town Convention sets no time limit for the completion and registration of transactions, and completion gives priority to the registered international interest as from the time of registration of the prospective international interest without the need for any additional registration. Do you consider this to be advantageous?
- 3.6 Do you know of difficulties experienced in (a) repossessing UK registered aircraft or engines situated in a foreign country or (b), exercising other default remedies over such assets in a foreign country? If so, please give details.
- 3.7 The Cape Town Convention confers on the creditor the right, on adducing evidence of default, to obtain early judicial relief pending final determination of the case. Do you consider this useful? Please explain your answer.
- 3.8 The Aircraft Protocol confers on the creditor the additional default remedies of de-registration (removal of an aircraft from a nationality register), and export. How useful do you consider these additional remedies to be?
- 3.9 In light of your answers to the above questions:
- a) do you favour ratification of the Convention and Protocol; if so
 - b) what impact do you consider these instruments will have on your sector of the aviation industry?
 - c) if the answer to question 3.9(a) is yes, within what time scale should the UK proceed to ratification? Please give reasons for your answer.
- 3.10 Do you have any other comments you would like to make?

PART IV: Signatures, ratifications and accessions

To date 37 countries have ratified and/ or acceded to the Convention and 32 countries to the Aircraft Protocol. Amongst them are the USA, India and China. The EU acceded to the Convention and Protocol as a regional economic integration organisation in April 2009. A table of the status of the both the Convention and Protocol can be seen below:

State	Signature	Ratification (RT)/ Accession (AS)	Entry into force	Convention /Protocol
Afghanistan		25/07/2006 (AS)	01/11/2006	Both
Albania		30/10/2007 (AS)	01/02/2008	Both
Angola		30/04/2006 (AS)	01/08/2006	Both
Bangladesh		15/12/2008 (AS)	01/04/2009	Both
Burundi	16/11/2001			
Canada	31/03/2004			
Cape Verde		26/09/2007 (AS)	01/01/2008	Both
Chile	16/11/2001			
China	16/11/2001	03/02/2009 (RT)	01/06/2009	Both
Colombia		19/02/2007 (AS)	01/06/2007	Both
Congo	16/11/2001			
Cuba	16/11/2001	28/01/2009 (RT)	01/05/2009	Both

State	Signature	Ratification (RT)/ Accession (AS)	Entry into force	Convention /Protocol
Ethiopia	16/11/2001	21/11/2003 (RT)	01/03/2006	Both
European Union		28/04/2009 (AS)	01/08/2009	Both
France	16/11/2001			
Germany	17/09/2002			
Ghana	16/11/2001			
Gabon		16/04/2010 (AS)	01/08/2010	Convention
India		31/03/2008 (AS)	01/07/2008	Both
Indonesia		16/03/2007 (AS)	01/07/2007	Both
Ireland		23/08/2005 (AS)	01/03/2006	Both
Italy	06/12/2001			
Jamaica	16/11/2001			
Jordan	16/11/2001			
Kazakhstan		21/01/2009 (AS)	01/05/2009	Convention
Kenya	16/11/2001	13/10/2006 (RT)	01/02/2007	Both
Lesotho	16/11/2001			
Luxembourg		27/06/2008 (AS)	01/10/2008	Both
Malaysia		02/11/2005 (AS)	01/03/2006	Both
Mexico		31/07/2007 (AS)	01/11/2007	Both

State	Signature	Ratification (RT)/ Accession (AS)	Entry into force	Convention /Protocol
Mongolia		19/10/2006 (AS)	01/02/2007	Both
Netherlands		17/05/2010 (AS)	01/09/2010	Both
New Zealand		20/07/2010 (AS)	01.11.2010	Both
Nigeria	16/11/2001	16/12/2003 (RT)	01/03/2006	Both
Oman		21/03/2005 (AS)	01/03/2006	Both
Pakistan		22/01/2004 (AS)	01/03/2006	Both
Panama	11/09/2002	28/07/2003 (RT)	01/03/2006	Both
Rwanda		28/01/2010 (AS)	01/05/2010	Both
Saudi Arabia	12/03/2003	27/06/2008 (RT)	01/10/2008	Both
Senegal	02/04/2002	09/01/2006 (RT)	01/05/2006	Both
Singapore		28/01/2009 (AS)	01/05/2009	Both
South Africa	16/11/2001	18/01/2007 (RT)	01/05/2007	Both
Sudan	16/11/2001			
Switzerland	16/11/2001			
Syrian Arab Republic		07/08/2007	01/12/2007	Convention
Togo		25/01/2010	01/12/2007	Convention
Tonga	16/11/2001			

State	Signature	Ratification (RT)/ Accession (AS)	Entry into force	Convention /Protocol
Turkey	16/11/2001			
Ukraine*	09/03/2004 [C] 03/03/2004 [P]			
United Arab Emirates		29/04/2008 (AS)	01/08/2008	Both
United Kingdom	16/11/2001			Both
United Republic of Tanzania	16/11/2001	30/01/2009 (RT)	01/05/2009	Both
United States of America	09/05/2003	28/10/2004 (RT)	01/03/2006	Both
Zimbabwe		13/05/2008	01/09/2008	Convention

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1 Victoria Street
London SW1H 0ET
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URN 10/1032