

relating either to the interpretation or application of the agreement to the council. In some instances the council would set up an advisory panel which would report its findings to the council. The council would thereafter decide on the dispute. That decision is binding on the parties.

On matters of interpretation of the provisions of the commodity agreements, especially for those negotiated under the auspices of UNCTAD, the organizations would normally seek the assistance of the legal services of the United Nations before taking any final decision. It is worth recalling that there is not and never has been any clause in any commodity agreement obligating the commodity organization to seek and accept the legal opinions of the United Nations concerning the interpretation of its constituent instrument.

(v) *Force majeure clauses*

Some international commodity agreements provide relief from certain or all obligations for reasons of *force majeure*, emergency or exceptional circumstances. The terms, conditions and duration of relief are stated by the Council when it is granting relief to a member which has applied for it.

(vi) *Fair labour standards clauses*

The Havana Charter in its chapter on employment and economic activity provided an article on fair labour standards which, *inter alia*, recognized as a common interest of all countries to achieve and maintain fair labour standards. This principle subsequently found its way into international commodity agreements. As in the Havana Charter, the fair labour standards clause in international commodity agreements does not create any binding obligations on the part of the parties to the agreements. Its quality is no more than declaratory. This does not, however, alter the fact that, if such a principle is binding

under the ILO conventions to which the parties to the various international commodity agreements containing fair labour standards clauses are also parties, workers in industries related to the commodities in question will be beneficiaries of such clauses. The clauses contained in commodity agreements do not (unlike the Havana Charter) make it mandatory for their members which are also members of the ILO to co-operate with that organization in giving effect to a fair labour standards clause, albeit non-binding, in the commodity agreements. Nor do international commodity organizations provide for a system of consultations with the ILO, as the Havana Charter intended, in matters relating to labour standards referred to them. It is not even clear under the various fair labour standards clauses who, if anyone, can bring a question of non-observance of the principle before the commodity organization.

The above summarizes very briefly what in our opinion would constitute the legal aspects of international commodity agreements. It does not seem useful to us for UNCITRAL to include this aspect of international law in its work programme. It seems to us also that the "drawing up of model clauses or guidelines on some legal aspects of commodity agreements"^b will serve very little purpose. We thought about such an approach in order to make the task of conferences negotiating or re-negotiating commodity agreements easier. Experience has shown that delegates are not too keen on following examples which are fairly common in other commodity agreements. Where a commodity organization is already in existence, they prefer to rely on the practice established in that organization. One hears the refrain "natural rubber is different from sugar". If there is a general reluctance to accept a uniform approach in this area, it is probably better not to have any uniform approach at all.

^b See document A/CN.9/176, para. 12, reproduced as A, above.

D. Note by the Secretariat: legal implications of the new international economic order (A/CN.9/194)*

The Asian-African Legal Consultative Committee at its twenty-first session in Jakarta (Indonesia) adopted, on 1 May 1980, a resolution concerning the work of UNCITRAL in respect of the new international economic order. The text of this resolution is reproduced below.

The Asian-African Legal Consultative Committee,

Having considered the work of the United Nations Commission on International Trade Law (UNCITRAL) at

its twelfth session and the report of the UNCITRAL Working Group on the New International Economic Order;

Notes with satisfaction and appreciation the progress UNCITRAL has made in considering the legal implications of the new international economic order in response to the recommendation of the Committee; and

Recommends that UNCITRAL should adopt the recommendations of its Working Group and implement them in all practicable ways as soon as possible.

* 17 July 1980.