



INTERNATIONAL
OIL POLLUTION
COMPENSATION
FUND

EXECUTIVE COMMITTEE
34th session
Agenda item 6

FUND/EXC.34/9
12 March 1993

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RECORD OF DECISIONS OF THE THIRTY-FOURTH SESSION OF THE EXECUTIVE COMMITTEE

(held from 11 to 12 March 1993)

Chairman: Dr R Renger (Germany)
Vice-Chairman: Mr G B Cooper (Liberia)

1 Adoption of the Agenda

The Executive Committee adopted the Agenda as contained in document FUND/EXC.34/1.

2 Examination of Credentials

The following members of the Executive Committee were present:

Algeria	Netherlands
Canada	Nigeria
Germany	Norway
Japan	Poland
Kuwait	Russian Federation
Liberia	Spain

The Executive Committee took note of the information given by the Director that all the above-mentioned members of the Committee had submitted credentials which were in order.

The following Contracting States were represented as observers:

Bahamas	Indonesia
Brunei Darussalam	Italy
Cyprus	Sweden
Denmark	Syrian Arab Republic
Finland	United Arab Emirates
France	United Kingdom
Greece	

In addition, the following non-Contracting States were represented as observers:

Brazil	Jamaica
Chile	Mexico
China	Saudi Arabia
Colombia	United States of America
Egypt	

The following inter-governmental and international non-governmental organisations participated as observers:

International Maritime Organization (IMO)
Comité Maritime International (CMI)
Cristal Ltd
Friends of the Earth International (FOEI)
International Chamber of Shipping (ICS)
International Group of P & I Clubs
International Tanker Owners Pollution Federation Ltd (ITOPF)
Oil Companies International Marine Forum (OCIMF)

3 Incidents Involving the IOPC Fund

3.1 HAVEN Incident

Court Proceedings

3.1.1 The Director introduced document FUND/EXC.34/2 setting out the developments in the proceedings in the court of first instance in Genoa (Italy).

3.1.2 The Italian delegation drew the attention of the Executive Committee to the fact that although nearly two years had passed since the HAVEN incident, no payments had been made, which was causing considerable financial hardship for the victims in Italy. In view of the complexity of the on-going court proceedings, this delegation feared that it might take many years before these proceedings could be brought to an end. For this reason, the Italian delegation stated that the Italian Government was ready to enter into discussions with other parties involved in the incident in order to find acceptable compromise solutions to the various issues, thereby making it possible to settle the whole incident out of court.

3.1.3 Several delegations stated that they shared the concerns of the Italian delegation as regards the delay in payment of victims and the risk of protracted litigation. For this reason, they supported the Italian proposal that discussions should be held for the purpose of exploring the possibilities of out-of-court settlements. These delegations nevertheless drew attention to the fact that this case had given rise to several questions of principle of great importance and that it might be difficult to find acceptable solutions on these points.

3.1.4 The Executive Committee, recognising the great complexity of the issues involved, instructed the Director to enter into discussions with the Italian and French Governments for the purpose of exploring the possibilities of out-of-court settlements in respect of claims arising out of the HAVEN incident. The Director was also instructed to report the results of these discussions to the Committee in due course.

3.1.5 The Executive Committee noted that the Committee had, at its 32nd session, authorised the Director to state in the court proceedings, when appropriate, the IOPC Fund's position as to the admissibility of individual claims and the amounts which, in the view of the Fund, were acceptable; the Director had been instructed to submit any questions of principle to the Executive Committee for consideration, if time allowed him to do so (document FUND/EXC.32/8, paragraph 3.3.8). The Committee took note of the fact that, during the examination of the claims carried out by the Director, certain questions of principle had arisen, which in the Director's view should be submitted to the Executive Committee for consideration, in particular concerning the extent to which so-called "pure economic loss" should be compensated.

Pure Economic Loss

3.1.6 The Executive Committee discussed the general question of the admissibility of claims for pure economic loss. The Committee took note of the fact that in many jurisdictions claims for pure economic loss suffered by hotels, restaurants, beach facilities, shopkeepers and tourist agents of the kind presented in the HAVEN case would not be accepted. It was noted, nevertheless, that the IOPC Fund had previously accepted certain claims of this kind without accompanying damage to property. The Committee also noted that the position of Italian law was not clear in this regard.

3.1.7 The Executive Committee recognised that any decisions in respect of claims for pure economic loss of the kind submitted in the HAVEN case – viz losses suffered by public bodies, hotels, restaurants, beach facilities, shopkeepers and tourist agents – would have far reaching consequences. The Committee agreed with the Director that it was essential to study in more detail the factual situation of each claimant so as to establish the extent to which his loss could be considered as caused by contamination. For this reason, the Executive Committee postponed to its 35th session any decision on the IOPC Fund's position concerning these claims, so as to enable the Director to make such a study.

Fishermen's Loss of Earnings

3.1.8 With regard to claims for loss of income suffered by fishermen, the Executive Committee noted that the loss suffered by these fishermen resulted from contamination of the area of the sea where they normally carried out their fishing. As the IOPC Fund had in a number of previous cases in Japan accepted claims from fishermen relating to loss of income *resulting from their being prevented from fishing*, the Committee decided that claims from fishermen in the HAVEN case for such losses should in principle be accepted, although each claimant would have to show that he was actually prevented from fishing as a result of the HAVEN incident and prove the quantum of the loss resulting from his inability to fish.

3.1.9 The Executive Committee instructed the Director to state in the court proceedings in Italy the IOPC Fund's position on the claims presented by fishermen as set out in paragraph 3.1.8 above.

Claim for Reimbursement of Mooring Fees and Insurance Costs Presented by Yacht Owner

3.1.10 The Executive Committee considered a claim for compensation for part of the mooring fees and insurance costs for the year 1991 submitted by a yacht owner who had alleged that he had been prevented from using his boat moored in Arenzano (Italy) during a certain period of time and that this non-use was due to the HAVEN incident. The Committee noted that the mooring fees and insurance costs would have been incurred whether or not the HAVEN incident had taken place, and that the loss suffered by the boat owner was in fact "loss of enjoyment of use of his boat". Some delegations took the view that losses of this kind did not fall within the definition of "pollution damage" laid down in the

Civil Liability Convention. The Italian delegation, speaking in its capacity as observer, considered that losses of this kind should be admissible and maintained that the Italian Courts would accept claims relating to loss of enjoyment of use of property when directly connected to the event.

3.1.11 The Executive Committee decided to postpone its consideration of this claim to its 35th session.

Conversion of (gold) Francs into National Currency

3.1.12 The Committee took note of the information contained in document FUND/EXC.34/2 concerning the developments regarding the method to be used for the conversion of (gold) francs into national currency.

Italian Government's Claims Relating to Damage to the Marine Environment

3.1.13 With regard to the Italian Government's claims relating to damage to the marine environment, the Executive Committee noted that no developments had taken place since the previous session of the Committee.

Investigations into the Cause of the Incident

3.1.14 The Executive Committee took note of the information provided by the Director in document FUND/EXC.34/3 on the three separate enquiries into the cause of the incident which had been conducted by different Italian authorities: a summary enquiry, a formal enquiry carried out by a Panel of Enquiry and a criminal investigation.

3.1.15 The Committee noted that, at its 32nd session, it had instructed the Director to study, with the assistance of legal and technical experts, the findings of the Panel of Enquiry as soon as its report was made available. The Committee had emphasised that the Director's consideration of this issue should be made for the purpose of advising the Committee as to whether the IOPC Fund should take legal action to break the shipowner's right of limitation and whether it should take legal action against any person (other than the owner) for the purpose of recovering any amount which the IOPC Fund might have to pay in compensation or indemnification (document FUND/EXC.34/3, paragraph 1.3).

3.1.16 It was noted that the report of the Panel of Enquiry had been made available to the IOPC Fund in November 1992 and that, in view of the heavy workload which the AEGEAN SEA and BRAER incidents had imposed on the IOPC Fund Secretariat, it had not been possible for the Director to conclude an analysis of the findings. The Committee took note of the fact that the Director intended to pursue his examination of the findings of the Panel of Enquiry and present a detailed report on this issue to the 35th session of the Executive Committee.

3.2 AEGEAN SEA Incident

3.2.1 The Director introduced documents FUND/EXC.34/4 and FUND/EXC.34/4/Add.1 with regard to the AEGEAN SEA incident.

3.2.2 The Executive Committee noted with satisfaction the good relationship which had been established between the IOPC Fund and the Spanish authorities in relation to the AEGEAN SEA incident, and welcomed the Agreement between the Spanish Government, the Government of the Region of Galicia, the shipowner, the P & I insurer (the United Kingdom Mutual Steamship Assurance Association (Bermuda) Ltd) and the IOPC Fund, setting out the procedure for co-operation in the handling of claims. It expressed its appreciation to the Spanish Government and the Regional Administration of Galicia for the establishment of a public office in La Coruña which was giving information to potential claimants regarding the presentation of claims. The Committee noted that the shipowner, the P & I insurer and the IOPC Fund had set up a Joint Claims Office in La Coruña to facilitate the handling of claims.

3.2.3 The Spanish delegation expressed the appreciation of the Spanish authorities of the close co-operation which had been established with the IOPC Fund and the P & I insurer, and of the way in which the IOPC Fund and the insurer were handling this incident.

3.2.4 The Executive Committee noted the investigation being carried out into the cause of the incident in the context of criminal proceedings and the administrative enquiry to establish the cause of the grounding. The Executive Committee instructed the Director to follow the investigations through its Spanish lawyer and such technical experts as might become necessary, with a view to advising the Committee as to whether the IOPC Fund should take legal action to break the shipowner's right of limitation and whether it should take legal action against any person (other than the owner) for the purpose of recovering any amount which the Fund may have to pay in compensation to victims.

3.3 BRAER Incident

3.3.1 The Executive Committee took note of the information contained in documents FUND/EXC.34/5, FUND/EXC.35/5/Add.1 and FUND/EXC.35/5/Add.2 regarding the BRAER incident. The Committee was shown a video presentation of the incident.

3.3.2 The United Kingdom delegation expressed its Government's appreciation of the excellent co-operation between the United Kingdom authorities and the Shetland Islands Council, on the one hand, and the IOPC Fund and the P & I insurer (Assuranceforeningen Skuld), on the other, in relation to this incident. It also stated its satisfaction with the way in which the incident had been handled by the Fund and the insurer and with the valuable contributions given by their experts to the operations carried out by the United Kingdom authorities.

Cause of the Incident and Related Issues

3.3.3 The United Kingdom and Liberian delegations informed the Committee of the investigations into the cause of the BRAER incident which were being carried out by the United Kingdom and Liberian authorities.

3.3.4 The Executive Committee instructed the Director to follow the above-mentioned investigations into the cause of the incident with a view to advising the Committee as to whether the IOPC Fund should take legal action to break the shipowner's right of limitation or whether it should take legal action against any person (other than the owner) for the purpose of recovering any amount which the Fund may have to pay in compensation to victims.

3.3.5 The Committee noted that a former Master of the Rolls of the United Kingdom Court of Appeal (one of the most senior posts in the United Kingdom judicial system), Lord Donaldson, had been commissioned by the United Kingdom Government to carry out an enquiry to advise on whether any further measures were appropriate and feasible to protect the United Kingdom coastline from pollution from merchant shipping. It was also noted that Lord Donaldson was required to give due consideration to the international and economic implications of any new measures.

3.3.6 The United Kingdom delegation informed the Committee that Lord Donaldson might invite the Director to give evidence as regards the functioning of the compensation system established by the Civil Liability Convention and the Fund Convention. The Executive Committee agreed that the Director should accept such an invitation to give evidence.

Claims Handling

3.3.7 The Executive Committee noted with satisfaction that the P & I insurer and the IOPC Fund had set up a Claims Office in Lerwick (Shetland) to assist claimants and to handle claims. It was noted that as at 11 March 1993 105 claims had been approved by the Director and the insurer for a total amount of £787 431. The Committee expressed its appreciation of the speedy handling of claims.

3.3.8 The Executive Committee expressed its gratitude to the United Kingdom Government for having set up, through the Scottish Office, a Bridging Fund to facilitate the rapid payment of claims.

Closed Session Concerning Certain Procedural Questions

3.3.9 Pursuant to Rule 12 of the Rules of Procedure for the Assembly and the Executive Committee, the Committee held a closed session at which only IOPC Fund Member States were present.

3.3.10 The Executive Committee noted that it had in several previous cases decided that the IOPC Fund normally required the establishment of the limitation fund in order to be able to pay compensation. In the interest of securing speedy payments to claimants, however, the Committee decided that it would not require, for the time being, that the shipowner constituted the limitation fund as a condition for the Fund paying compensation in the BRAER case.

3.3.11 In the closed session the Committee also discussed certain other procedural issues relating to the BRAER incident.

General Considerations on the Admissibility of Claims Relating to Various Kinds of Damage

3.3.12 After resuming the session in public, the Executive Committee took note of the analysis presented by the Director in documents FUND/EXC.34/5/Add.1 and FUND/EXC.34/5/Add.2 of the admissibility under the Civil Liability Convention and the Fund Convention of claims relating to various kinds of damage, in particular in respect of so-called "pure economic loss".

Damage to Property

3.3.13 With regard to claims for compensation of costs incurred for cleaning or repainting houses and other property which had been contaminated by wind-blown oil emanating from the BRAER, the Executive Committee authorised the Director to make final settlements of all claims of this kind.

Contamination of Grassland

3.3.14 The Executive Committee authorised the Director to settle all claims arising from the contamination of grassland in relation to special feed for sheep, cattle and horses, additional labour and other costs incurred by farmers and crofters.

3.3.15 The Executive Committee endorsed the decision of the Director that the IOPC Fund could not buy the farm belonging to the farmer who, shortly before the incident, had engaged an estate agent to sell his farm and who had stated that as a result of the incident it had not been possible to sell the farm, at least not at an acceptable price.

Fishing Activities

3.3.16 The Executive Committee authorised the Director to make final settlements of all claims submitted by fishermen who normally fished within the exclusion zone imposed by the United Kingdom Government in respect of loss of income as a result of having been prevented from fishing since 5 January 1993. The Director was also authorised to settle claims from fishermen for damage to boats, nets and other equipment.

Salmon Farms

3.3.17 The Executive Committee agreed with the Director that the claims for compensation presented with regard to the salmon farms located in the exclusion zone in respect of losses incurred as a result of contamination of their salmon were in principle admissible, since such claims related to damage to property. The Committee endorsed the agreements entered into with the salmon farmers relating to the slaughter and disposal of the 1991 intake of salmon, the method of assessment of the damage resulting directly from that slaughter and the schedule of payments. The Committee authorised the

Director to make final settlement of the claims relating to the slaughter and disposal of the 1991 intake of salmon. In addition, the Committee authorised the Director to make final settlements in respect of damage to the equipment within these farms.

3.3.18 The Executive Committee noted that the Director intended to submit for consideration at a later session claims for compensation in respect of damage caused to the 1992 and 1993 salmon intake, if any, as well as in respect of claims relating to the long term effects of the BRAER incident for the salmon farms, if any. It was also noted that it might be necessary to take a decision in respect of the 1992 intake within the next few months. For this reason, the Committee authorised the Director to take the necessary decisions in this regard, including entering into agreements with the salmon farmers on the method of calculating the compensation in respect of that intake, if appropriate.

Fish Processors' Claims

3.3.19 With regard to the provisional claims relating to damage suffered by fish processors, the Committee noted that the losses allegedly incurred by the five claimants dealt with in paragraphs 3.5 to 3.33 of document FUND/EXC.34/5/Add.2 related to "pure economic loss" which had not been suffered as a direct result of contamination, but as an indirect consequence of the contamination of the waters which led to the exclusion zone being imposed by the United Kingdom Government. The Committee recognised that it could be argued that the losses suffered by the fish processors, although caused only indirectly by the contamination, were a foreseeable consequence of a major oil spill in the area. It acknowledged that some claims which had in previous cases been accepted by the IOPC Fund related also to damage which was only the indirect result of contamination, such as losses suffered by owners of hotels and restaurants at seaside resorts. After careful consideration, the Executive Committee took the view that the losses suffered by four of the fish processors as a result of their having been deprived of a supply of fish from the exclusion zone should be considered as having been caused by contamination. For this reason, the Committee accepted in principle the claims submitted by these four fish processors.

3.3.20 With regard to the claims presented by fish processors which were thus accepted in principle, the Executive Committee instructed the Director to examine in detail each item of the claims in respect of alleged expenses or losses and to establish whether the expenses or losses were caused by contamination in the sense given by the Committee to that expression, whether the amounts claimed were substantiated by sufficient supporting documentation and whether the claimants had taken reasonable steps to minimise the damage. The Committee also instructed the Director to enter into negotiations with the claimants concerned and authorised him to settle these claims to the extent that they fulfilled these criteria. The Director was instructed to refer the claims back to the Committee for consideration, if new questions of principle were to arise. In addition, the Committee authorised the Director to make advance payments to mitigate undue financial hardship on the part of these claimants, in respect of those parts of the claims which he considered acceptable in principle.

3.3.21 The Executive Committee authorised the Director to settle claims from fish processors other than those referred to in paragraph 3.3.19 whose situation as regards the supply of fish was similar to the situation of the four fish processors whose claims were in principle accepted by the Committee.

3.3.22 With regard to one fish processor who did not normally receive any supplies from the area of the sea which fell within the exclusion zone, the Committee noted that the alleged loss, which consisted in the cancellation or reduction of orders relating to salmon from outside the exclusion zone, was suffered as a result of a loss of confidence on the part of buyers or consumers in the quality of Shetland salmon in general, including in salmon farmed outside the exclusion zone. The loss suffered by this claimant was therefore, in the view of the Committee, a more indirect result of the contamination of a part of the waters around Shetland. The Executive Committee considered that this claim presented a borderline case between admissible and non-admissible claims. In view of the fact that this matter had been raised at a very late stage, and bearing in mind the importance of the issue, the Executive Committee decided to postpone any decision to its next session.

Joint Marketing Claim

3.3.23 With regard to the joint claim submitted by the Shetland Salmons Farmers' Association, the Shetland Fish Processors' Association and the Shetland Fish Producers' Organisation for costs relating to activities to be undertaken in order to counteract the negative impact of the BRAER incident on the reputation of Shetland fish products, the Executive Committee agreed with the Director's view that such costs could not be considered as falling within the definition of "pollution damage", unless they were to be considered as costs of "preventive measures". The Committee felt that it was likely that the drafters of the Civil Liability Convention did not foresee that activities of the kind envisaged by these three organisations should fall within the definition of "preventive measures". Several delegations expressed their concern as to the consequences of accepting claims of this kind. It was agreed, however, that a more detailed examination of all aspects of this claim was necessary.

3.3.24 In view of the importance of the issue which had not been raised until the opening of the present session, the Committee decided to postpone its decision on this claim to its 35th session. It was noted that, pending this decision, no advance payments could be made by the IOPC Fund in respect of this claim.

3.3.25 The United Kingdom observer delegation indicated that it would be submitting a paper on this matter to the 35th session of the Executive Committee.

Employee Put on Part-time Work

3.3.26 The Executive Committee considered a claim relating to loss of income submitted by an employee at a fish processing plant which received most of its supply from salmon farms located within the exclusion zone. It noted that the employee's working week had been reduced, allegedly as a result of the BRAER incident. The Executive Committee took the view that it could be questioned whether this loss could be considered as damage by contamination. In view of the far reaching consequences of the decision on this matter, the Executive Committee decided to postpone its decision on this claim to its 35th session.

London-based Fish Trader

3.3.27 As for the claim submitted by a London-based fish trader who marketed salmon farmed within the exclusion zone, the Executive Committee noted that the loss allegedly incurred was not a direct result of contamination but an indirect result of the damage by contamination caused to a certain area of water around the Shetland Islands. The Committee decided that the damage allegedly suffered by the claimant did not fall within the definition of "pollution damage" laid down in the Civil Liability Convention, and therefore rejected this claim.

Voluntary Groups

3.3.28 With regard to claims for compensation presented by voluntary groups involved in the protection of wildlife, the Committee considered that the costs incurred to clean birds and other animals were in principle admissible as costs of preventive measures. It was noted that these groups had carried out important and useful tasks in the context of the incident. The Executive Committee authorised the Director to make final settlement of claims of this kind, subject to the condition that the operations were carried out in a responsible manner, that they were useful for mitigating the impact on birds and other animals, that they were carried out efficiently, and that the costs were reasonable.

Claims by Public Authorities

3.3.29 The United Kingdom delegation informed the Committee that the United Kingdom Government would submit a claim for compensation in respect of costs incurred for clean-up operations at sea and on shore, for monitoring the operations carried out for the purpose of salvaging the ship and the cargo, and for the cost of carrying out tests on water and fish to establish the level of hydrocarbon. The delegation stated that it was premature to indicate the amount of the Government's claim for clean-

up and salvage monitoring with any degree of accuracy but that it would probably be in the region of £2 million. In addition, the United Kingdom delegation stated that the United Kingdom Government would not compete with other claimants for the purpose of obtaining compensation. This delegation mentioned that the Shetland Islands Council would also present a claim in respect of costs in connection with the incident.

BRAER Legal Group

3.3.30 The Executive Committee agreed with the Director that it would not be appropriate for the IOPC Fund to provide financial assistance to the BRAER Legal Group or to the solicitors who were members of the Group.

Basis of Claims

3.3.31 The Executive Committee noted that a number of persons had requested advance hardship payments on the basis of documents in which it was stated that they did not submit formal claims and that in particular the documents should not be considered as constituting claims under the Civil Liability Convention and the Fund Convention. It was also noted that the purpose of this construction was, as the IOPC Fund had been informed, to preserve the possibility for these claimants of taking legal action in States not Parties to the Civil Liability Convention and the Fund Convention. The Director informed the Committee that he had made it clear to the solicitors representing these claimants that the IOPC Fund could not entertain any claims except on the basis of the Civil Liability Convention and the Fund Convention as implemented into United Kingdom law by the Merchant Shipping (Oil Pollution) Act 1971 and the Merchant Shipping Act 1974. He had drawn the attention of these solicitors to the fact that the IOPC Fund could only pay compensation if the claimant concerned accepted that the payment was made under the Conventions. The Director stated that the position taken by him had been criticised by certain solicitors and that, for this reason, he had submitted this matter to the Executive Committee for consideration.

3.3.32 The Executive Committee endorsed the position taken by the Director in this regard. The United Kingdom delegation, speaking in its capacity as observer, stated that it fully supported the Committee's position.

4 Information on Other Incidents

4.1 The Executive Committee took note of the information contained in documents FUND/EXC.34/6 and FUND/EXC.34/6/1 with regard to the P & I insurers' requests that the IOPC Fund should, in the FUKKOL MARU N°12 and KUMI MARU N°12 cases, waive the requirement to establish the limitation fund.

4.2 The Executive Committee noted that disproportionately high legal costs would be incurred in establishing the limitation funds in respect of these incidents compared with the low limitation amounts under the Civil Liability Convention in these cases, and took note of the Committee's decisions at its 22nd, 24th and 26th sessions in respect of other requests to the same effect. In view of these facts, the Executive Committee agreed that the requirement to establish the limitation fund should be waived in respect of the FUKKOL MARU N°12 and KUMI MARU N°12 cases, so that the IOPC Fund could, as an exception, pay compensation and indemnification without the limitation fund being established.

5 Any Other Business

5.1 Payment of Claims Arising out of the AEGEAN SEA and BRAER Incidents

5.1.1 In view of certain problems which had arisen for the IOPC Fund in ensuring that liquid funds were available to make rapid payments of claims arising out of the AEGEAN SEA and BRAER incidents,

the Executive Committee authorised the Director to make available the necessary liquid funds to pay claims arising out of these incidents as follows:

Loans from the General Fund	£3 000 000
Loans from the HAVEN Major Claims Fund	£15 000 000
	<u>£18 000 000</u>

5.1.2 The Committee agreed to leave it to the Director to decide how the funds referred to above should be distributed between the two incidents provided, however, that he should endeavour to ensure a fair distribution between the two incidents. The Director was instructed to refer the matter back to the Executive Committee for decision, if these liquid funds were to be insufficient to ensure rapid payments.

5.1.3 In view of the experience gained from the AEGEAN SEA and BRAER incidents, the Executive Committee instructed the Director to submit to the Assembly, for consideration at its 16th session, the question of whether the IOPC Fund's working capital should be increased so as to ensure the availability of sufficient liquid funds for rapid payment of claims.

5.2 Translation of IOPC Fund Documents

5.2.1 The Executive Committee noted that the IMO French Translation Section had found it demanding during the last two years to continue to translate IOPC Fund documents, due to an increase in the documentation within IMO and the freezing of two posts of translators for budgetary reasons.

5.2.2 The Executive Committee agreed that a suitable solution would be that proposed by the Director, viz that an extra translator should be employed as an IMO staff member, but financed by the IOPC Fund, as set out in document FUND/EXC.34/8. The Committee was informed that the Secretary-General of IMO had agreed in principle to this solution. The Director was instructed to discuss the matter with the Secretary-General for the purpose of reaching an agreement on the details of an arrangement along these lines.

5.3 Date of Next Session

The Executive Committee decided to hold its 35th session on 7 and 8 June 1993.

5.4 Expression of Gratitude to the Legal Officer

The Executive Committee expressed its gratitude to the Legal Officer, Mr R Sonoda, who would be leaving the IOPC Fund Secretariat before the Committee's 35th session, for his great contribution to the activities of the IOPC Fund.

6 Adoption of the Report to the Assembly

The draft report of the Executive Committee to the Assembly, as contained in documents FUND/EXC.34/WP.1 and FUND/EXC.34/WP.1/Add.1, was adopted, subject to some amendments.