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Contents

I Acts whose publication is obligatory

- ★ **Council Regulation (EEC) No 2209/80 of 27 June 1980 on the conclusion of the Agreement on fisheries between the European Economic Community and the Government of Sweden** 1
- Agreement on fisheries between the European Economic Community and the Government of Sweden 2
- ★ **Council Regulation (EEC) No 2210/80 of 27 June 1980 on the conclusion of an Agreement between the European Economic Community and the Government of Sweden relating to certain measures intended to promote the reproduction of salmon in the Baltic Sea** 7
- Agreement between the European Economic Community and the Government of Sweden on certain measures for the purpose of promoting the reproduction of salmon in the Baltic Sea 8
- ★ **Council Regulation (EEC) No 2211/80 of 27 June 1980 on the conclusion of the Agreement on fisheries between the European Economic Community and the Government of Denmark and the Home Government of the Faroe Islands** 11
- Agreement on fisheries between the European Economic Community, of the one part, and the Government of Denmark and the Home Government of the Faroe Islands, of the other part 12
- ★ **Council Regulation (EEC) No 2212/80 of 27 June 1980 on the conclusion of the Agreement between the Government of the Republic of Senegal and the European Economic Community on fishing off the coast of Senegal, of the Protocol, and of the exchanges of letters referring thereto** 16
- Agreement between the Government of the Republic of Senegal and the European Economic Community on fishing off the coast of Senegal 17
- Protocol between the European Economic Community and the Government of the Republic of Senegal 28

Contents (continued)

★ Council Regulation (EEC) No 2213/80 of 27 June 1980 on the conclusion of the Agreement between the Government of the Republic of Guinea Bissau and the European Economic Community on fishing off the coast of Guinea Bissau, and of the two exchanges of letters referring thereto	33
Agreement between the Government of the Republic of Guinea Bissau and the European Economic Community on fishing off the coast of Guinea Bissau	34
Protocol between the European Economic Community and the Government of the Republic of Guinea Bissau	42
Agreement in the form of exchanges of letters between the Government of the Republic of Guinea Bissau and the European Economic Community on fishing off the coast of Guinea Bissau	43
★ Council Regulation (EEC) No 2214/80 of 27 June 1980 on the conclusion of the Agreement on fisheries between the European Economic Community and the Kingdom of Norway.	47
Agreement on fisheries between the European Economic Community and the Kingdom of Norway	48
★ Council Regulation (EEC) No 2215/80 of 27 June 1980 on the conclusion of two Agreements in the form of an exchange of letters between the European Economic Community and the Government of Canada	51
Agreement in the form of an exchange of letters between the European Economic Community and the Government of Canada concerning the extension of their Agreements on fisheries	52
Agreement in the form of an exchange of letters between the European Economic Community and the Government of Canada concerning salmon fishing	54

I

(Acts whose publication is obligatory)

**COUNCIL REGULATION (EEC) No 2209/80
of 27 June 1980**

on the conclusion of the Agreement on fisheries between the European Economic Community and the Government of Sweden

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 43 thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament ⁽¹⁾,

Whereas by its resolution of 3 November 1976 on certain external aspects of the creation of a 200-mile fisheries zone in the Community with effect from 1 January 1977, the Council agreed that fishing rights for Community fishermen in the waters of third countries must be obtained and preserved by appropriate Community Agreements;

Whereas the Agreement on fisheries between the Community and Sweden signed on 21 March 1977 should be concluded,

HAS ADOPTED THIS REGULATION:

Article 1

The Agreement on fisheries between the European Economic Community and the Government of Sweden is hereby approved on behalf of the Community.

The text of the Agreement is annexed to this Regulation.

Article 2

The President of the Council shall give the notification provided for in Article 11 of the Agreement ⁽²⁾.

Article 3

This Regulation shall enter into force on the day following its publication in the *Official Journal of the European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 27 June 1980.

For the Council

The President

A. SARTI

⁽¹⁾ OJ No C 182, 31. 7. 1978, p. 55.

⁽²⁾ The date of entry into force of the Agreement will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

AGREEMENT ON FISHERIES**between the European Economic Community and the Government of Sweden**

THE EUROPEAN ECONOMIC COMMUNITY (hereinafter referred to as 'the Community'),

of the one part, and

THE GOVERNMENT OF SWEDEN,

of the other part,

RECALLING the close relations between the Community and Sweden;

CONSIDERING their common desire to ensure the conservation and rational management of the fish stocks of the waters adjacent to their coasts;

NOTING THAT the extension of the fishery zones of certain coastal states in the Atlantic region may cause a transfer of fishing effort which might adversely affect the state of these resources;

RECOGNIZING that in these circumstances the coastal states in the area have a primary interest to assure by appropriate measures the conservation and rational management of the living resources;

TAKING INTO ACCOUNT the work of the Third United Nations Conference on the Law of the Sea;

AFFIRMING that the extension by coastal states of their areas of jurisdiction over the living resources, and the exercise within these areas of sovereign rights for the purpose of exploring, exploiting, conserving and managing these resources, should be conducted pursuant to and in accordance with principles of international law;

HAVING REGARD to the fact that the Community has agreed that the limits of the fishery zones of its Member States (hereinafter referred to as the area of fisheries jurisdiction of the Community) shall extend up to 200 nautical miles, fishing within these limits being subject to the common fisheries policy of the Community;

DESIROUS of establishing the terms and conditions pertaining to fisheries of mutual concern,

HAVE AGREED AS FOLLOWS:

Article 1

Each Party shall grant access to fishing vessels of the other Party to fish within its area of fisheries jurisdiction in accordance with the provisions set out below.

Article 2

1. Each Party shall, as appropriate, determine annually for its area of fisheries jurisdiction, subject to adjustment when necessary to meet unforeseen circumstances, and on the basis of the need for rational management of the living resources:

(a) the total allowable catch for individual stocks or complexes of stocks, taking into account the

best scientific evidence available to it, the interdependence of stocks, the work of appropriate international organizations and other relevant factors;

(b) after appropriate consultations, allotments for fishing vessels of the other Party and the areas within which these allotments may be fished. The two Parties shall have as their aim the realization of a satisfactory balance between their fishing possibilities in maritime areas of mutual interest, taking into account, as a matter of priority, the mutual interests in the areas bordering on both Parties. In determining these fishing possibilities, each Party shall take into account:

- (i) the need to minimize difficulties for the Party whose fishing possibilities might be reduced in the course of the establishment of the balance referred to above;
- (ii) all other relevant factors.

2. The measures to regulate fisheries taken by each Party shall not be of such a nature as to jeopardize the full exercise of the fishing rights allocated under the Agreement.

Article 3

Each Party may require that fishing in its area of fisheries jurisdiction by fishing vessels of the other Party shall be subject to licence. The competent authority of each Party shall, as appropriate, communicate in due time to the other Party the name, registration number, and other relevant particulars of the fishing vessels which shall be eligible to fish within the area of fisheries jurisdiction of the other Party. The second Party shall thereupon issue such licences in a manner commensurate with the possibilities for fishing granted under the provisions of Article 2 (1) (b).

Article 4

Fishing vessels of one Party shall, when fishing within the area of fisheries jurisdiction of the other Party, comply with the conservation measures, supervisory measures and other provisions governing fishing activities in that area. Appropriate advance notice shall be given of any new measures, conditions or provisions.

Article 5

1. Each Party shall take all necessary measures to ensure compliance with the provisions of this Agreement and other relevant regulations by its vessels.
2. Each Party may take within its area of fisheries jurisdiction such measures, in conformity with international law, as may be necessary to ensure compliance with the provisions of this Agreement by vessels of the other Party.

Article 6

The Parties undertake to cooperate to ensure proper management and conservation of the living resources

of the sea, and to facilitate the necessary scientific research in this respect, in particular with regard to:

- (a) stocks occurring within the areas of fisheries jurisdiction of both Parties, with a view to achieving, as far as practicable, harmonization of measures for the regulation of fisheries in respect of such stocks;
- (b) stocks of common interest occurring within the area of fisheries jurisdiction of both Parties and in the area beyond and adjacent to those areas.

Article 7

1. The Parties agree to consult on questions relating to the implementation and proper functioning of this Agreement.
2. In the event of a dispute concerning the interpretation or application of this Agreement such a dispute shall be the subject of consultations between the Parties.

If no settlement is reached following such consultations, and where it is claimed that a Party has manifestly failed to comply with specific provisions or conditions established by the present Agreement, the dispute shall be the subject of arbitration under the conditions laid down in the Annex, provided that sovereign rights for the purpose of exploring, exploiting, conserving and managing living resources within their fishery zones shall not be called in question.

Article 8

This Agreement shall be without prejudice to other existing Agreements between the two Parties or to existing Agreements concerning fishing by vessels of one Party within the area of fisheries jurisdiction of the other Party.

Article 9

Nothing contained in the present Agreement shall affect or prejudice in any manner the views of either Party with respect to any question relating to the Law of the Sea.

Article 10

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Economic Community is applied, under the conditions laid down in that Treaty, and, on the other hand, to the territory of Sweden.

Article 11

This Agreement shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for this purpose. Pending its entry into force it shall be applied provisionally from the date of signature.

minated by either Party through notice of termination given at least nine months before the expiry of that period, it shall remain in force for additional periods of six years duration thereafter, provided that notice of termination has not been given at least nine months before the expiry of any such period.

Article 12

This Agreement shall remain in force for an initial period of 10 years after the date of its entry into force. In the event of the Agreement not being ter-

Article 13

The Parties agree to examine this Agreement upon the conclusion of the negotiations for a Multilateral Treaty resulting from the Third United Nations Conference on the Law of the Sea.

IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose, have signed this Agreement.

Udfærdiget i Bruxelles, den enogtyvende marts nitten hundrede og syvoghalvfjerds i to eksemplarer på dansk, engelsk, fransk, italiensk, nederlandsk, tysk og svensk, idet hver af disse tekster har samme gyldighed.

Geschehen zu Brüssel am einundzwanzigsten März neunzehnhundertsiebenundsiebzig in zwei Urschriften in dänischer, deutscher, englischer, französischer, italienischer, niederländischer und schwedischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Done at Brussels on the twenty-first day of March in the year one thousand nine hundred and seventy-seven, in duplicate in the Danish, Dutch, English, French, German, Italian and Swedish languages, each of these texts being equally authentic.

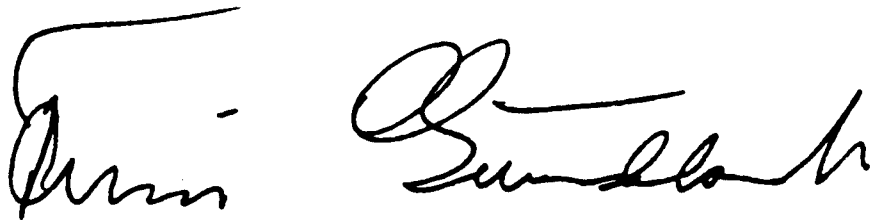
Fait à Bruxelles, le vingt et un mars mil neuf cent soixante-dix-sept, en double exemplaire, en langues allemande, anglaise, danoise, française, italienne, néerlandaise et suédoise, chacun de ces textes faisant également foi.

Fatto a Bruxelles, il ventuno marzo millenovecentosettantasette, in duplice copia in lingua danese, francese, inglese, italiana, olandese, tedesca e svedese, ciascuno di detti testi facente ugualmente fede.

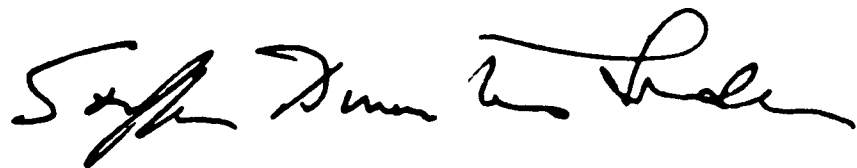
Gedaan te Brussel, op eenentwintig maart negentienhonderd zevenenzeventig, in twee exemplaren in de Deense, de Duitse, de Engelse, de Franse, de Italiaanse, de Nederlandse en de Zweedse taal, zijnde alle teksten gelijkelijk authentiek.

Som skedde i Bryssel den tjugoförsta mars nittonhundrasjuttiosju, i två exemplar på svenska, danska, engelska, franska, italienska, nederländska och tyska språken, varvid envar av dessa texter skall ha lika vitsord.

For Rådet for De europæiske Fællesskaber
Für den Rat der Europäischen Gemeinschaften
For the Council of the European Communities
Pour le Conseil des Communautés européennes
Per il Consiglio delle Comunità europee
Voor de Raad van de Europese Gemeenschappen
För Rådet för De Europeiska Gemenskaperna



For Sveriges regering
For the Government of Sweden
Pour le gouvernement de la Suède
Per il governo svedese
Voor de Regering van Zweden
För Sveriges Regering



ANNEX

1. Within two months from the date on which either Party has formally requested that a dispute be submitted to arbitration in accordance with Article 7 (2) of the Agreement, each Party shall appoint one member of the arbitral tribunal and these two members shall, within three months from the same date, agree upon a national of a third State as third member to be appointed by the two Parties.
 2. The Party requesting arbitration shall, at the time of treating the request, submit a statement of its claim and the grounds on which such claim is based.
 3. If the periods specified in paragraph 1 have not been observed, either Party may, in the absence of any other relevant arrangement, invite the President of the International Court of Justice to make the necessary appointments. If the President is a national of either Party or if he is otherwise prevented from discharging the said function, the Vice-President should make the necessary appointments. If the Vice-President is a national of either Party or if he, too, is prevented from discharging the said function, the Member of the Court next in seniority who is not a national of either Party should make the necessary appointments.
 4. The arbitral tribunal shall, on the basis of the present Agreement and of other rules of international law, reach its decisions by a majority of votes. Such decisions shall be binding. Although the cost of the arbitral tribunal shall normally be borne in equal parts by both Parties, the arbitral tribunal is empowered to rule otherwise concerning costs. In all other respects, the arbitral tribunal shall determine its own organization and procedure.
-

COUNCIL REGULATION (EEC) No 2210/80**of 27 June 1980****on the conclusion of an Agreement between the European Economic Community and the Government of Sweden relating to certain measures intended to promote the reproduction of salmon in the Baltic Sea**THE COUNCIL OF THE EUROPEAN
COMMUNITIES,Having regard to the Treaty establishing the Euro-
pean Economic Community, and in particular
Article 43 thereof,Having regard to the proposal from the Commis-
sion,Having regard to the opinion of the European Par-
liament ⁽¹⁾,Whereas an Agreement between the European Eco-
nomic Community and the Government of Sweden
on certain measures intended to promote the
reproduction of salmon in the Baltic Sea was signed
at Brussels on 21 November 1979;

Whereas the Agreement should be approved,

HAS ADOPTED THIS REGULATION:

*Article 1*The Agreement between the European Economic
Community and the Government of Sweden relat-
ing to certain measures intended to promote the
reproduction of salmon in the Baltic Sea is hereby
approved on behalf of the Community.The text of the Agreement is annexed to this Regu-
lation.*Article 2*The President of the Council shall give the notifica-
tion provided for in Article 4 of the Agreement ⁽²⁾.*Article 3*This Regulation shall enter into force on the third
day following its publication in the *Official Journal*
of the European Communities.This Regulation shall be binding in its entirety and directly applicable in all Member
States.

Done at Brussels, 27 June 1980.

*For the Council**The President*

A. SARTI

⁽¹⁾ OJ No C 289, 19. 11. 1979, p. 48.⁽²⁾ The date of entry into force of the Agreement will be
published in the *Official Journal of the European Com-
munities* by the General Secretariat of the Council.

AGREEMENT**between the European Economic Community and the Government of Sweden on certain measures for the purpose of promoting the reproduction of salmon in the Baltic Sea**

THE EUROPEAN ECONOMIC COMMUNITY (hereinafter referred to as 'the Community'),

of the one part, and

THE GOVERNMENT OF SWEDEN,

of the other part,

CONSIDERING the Agreement between the European Economic Community and the Government of Sweden on fisheries, signed on 21 March 1977;

HAVING REGARD to the fact that Sweden is carrying out extensive measures for the purpose of promoting the reproduction of salmon in the Baltic Sea,

HAVING REGARD to the fact that these measures also benefit the fishing undertaken by vessels of Member States of the Community,

HAVE AGREED AS FOLLOWS:

Article 1

In accordance with Article 2 of the 1977 Agreement between the Community and Sweden on fisheries the Parties shall consult annually with a view to establishing a catch quota of salmon to be fished by Community vessels in the Swedish fishery zone in the Baltic Sea.

of salmon equal to the non-reciprocal quota allocated to the Community in the Swedish fishery zone for the year during which the contribution is to be granted.

Article 4

This Agreement shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for this purpose.

Article 2

Sweden shall implement reproductive measures with a view to maintaining a satisfactory stock of salmon within the Swedish fishery zone in the Baltic Sea.

Article 5

This Agreement shall remain in force for as long as the 1977 Agreement between the Community and Sweden on fisheries remains in force.

Article 3

The Community shall participate in the costs of the measures referred to in Article 2 by granting a yearly financial contribution to the Swedish authorities. The amount of this contribution shall be determined for each year during the consultations between the Parties regarding fishery quotas for the year concerned so as to cover the actual costs to the Swedish authorities of breeding, tagging and releasing a quantity of smolts necessary to produce a quantity

Article 6

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Economic Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of the Kingdom of Sweden.

Udfærdiget i Bruxelles, den enogtyvende november nitten hundrede og nioghalvfjerds i to eksemplarer på dansk, engelsk, fransk, italiensk, nederlandsk, tysk og svensk, idet hver af disse tekster har samme gyldighed.

Geschehen zu Brüssel am einundzwanzigsten November neunzehnhundertneunundsiebzig in zwei Urschriften in dänischer, deutscher, englischer, französischer, italienischer, niederländischer und schwedischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Done at Brussels on the twenty-first day of November in the year one thousand nine hundred and seventy-nine, in duplicate in the Danish, Dutch, English, French, German, Italian and Swedish languages, each of these texts being equally authentic.

Fait à Bruxelles, le vingt et un novembre mil neuf cent soixante-dix-neuf, en double exemplaire, en langues allemande, anglaise, danoise, française, italienne, néerlandaise et suédoise, chacun de ces textes faisant également foi.

Fatto a Bruxelles, il ventuno novembre millenovecentosettantanove, in duplice copia in lingua danese, francese, inglese, italiana, olandese, tedesca e svedese, ciascuno di detti testi facente ugualmente fede.

Gedaan te Brussel, op eenentwintig november negentienhonderd negenenzeventig, in twee exemplaren in de Deense, de Duitse, de Engelse, de Franse, de Italiaanse, de Nederlandse en de Zweedse taal, zijnde alle teksten gelijkelijk authentiek.

Som skedde i Bryssel den tjugoförsta november nittonhundrasjuttioni i två exemplar på svenska, danska, engelska, franska, italienska, nederländska och tyska språken, varvid envar av dessa texter skall ha lika vitsord.

For Rådet for De europæiske Fællesskaber
Für den Rat der Europäischen Gemeinschaften
For the Council of the European Communities
Pour le Conseil des Communautés européennes
Per il Consiglio delle Comunità europee
Voor de Raad van de Europese Gemeenschappen
För Rådet för de Europeiska Gemenskaperna

Brendan Dillon
Rohmann

For Sveriges regering
Für die Regierung von Schweden
For the Government of Sweden
Pour le gouvernement de la Suède
Per il governo svedese
Voor de Regering van Zweden
För Sveriges Regering

Lars O. Mikner

COUNCIL REGULATION (EEC) No 2211/80

of 27 June 1980

on the conclusion of the Agreement on fisheries between the European Economic Community and the Government of Denmark and the Home Government of the Faroe Islands

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 43 thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament ⁽¹⁾,

Whereas by its resolution of 3 November 1976 on certain external aspects of the creation of a 200-mile fisheries zone in the Community with effect from 1 January 1977, the Council agreed that fishing rights for Community fishermen in the waters of third countries must be obtained and preserved by appropriate Community Agreements;

Whereas the Agreement on fisheries between the Community and the Government of Denmark and the Home Government of the Faroe Islands signed on 15 March 1977 should be concluded,

HAS ADOPTED THIS REGULATION:

Article 1

The Agreement on fisheries between the European Economic Community and the Government of Denmark and the Home Government of the Faroe Islands is hereby approved on behalf of the Community.

The text of the Agreement is annexed to this Regulation.

Article 2

The President of the Council shall give the notification provided for in Article 11 of the Agreement ⁽²⁾.

Article 3

This Regulation shall enter into force on the day following its publication in the *Official Journal of the European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 27 June 1980.

For the Council

The President

A. SARTI

⁽¹⁾ OJ No C 182, 31. 7. 1978, p. 55.

⁽²⁾ The date of entry into force of the Agreement will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

AGREEMENT ON FISHERIES

between the European Economic Community, of the one part, and the Government of Denmark and the Home Government of the Faroe Islands, of the other part

THE EUROPEAN ECONOMIC COMMUNITY (hereinafter referred to as 'the Community'),

of the one part, and

THE GOVERNMENT OF DENMARK AND THE HOME GOVERNMENT OF THE FAROE ISLANDS,

of the other part,

RECALLING the status of the Faroe Islands as a self-governing integral part of one of the Member States of the Community;

RECALLING the resolution of the Council of 4 February 1974 on the problems of the Faroe Islands;

CONSIDERING the vital importance for the Faroe Islands of fisheries which constitute their essential economic activity;

CONSIDERING their common desire to ensure the conservation and rational management of the fish stocks of the waters adjacent to their coasts;

TAKING into account the fact that a part of the living resources of certain areas of their respective fishery zones consists of highly interrelated stocks exploited by fishermen of both parties;

NOTING that the extension of fishery zones in the Atlantic region may cause a transfer of fishing effort which might adversely affect the state of these resources;

RECOGNIZING that in these circumstances the coastal states in the area have a primary interest to assure by appropriate measures the conservation and rational management of the living resources;

TAKING into account the work of the Third United Nations Conference on the Law of the Sea;

AFFIRMING that the extension by coastal states of their areas of jurisdiction over the living resources, and the exercise within these areas of sovereign rights for the purpose of exploring, exploiting, conserving and managing these resources, should be conducted pursuant to and in accordance with principles of international law;

HAVING REGARD to the fact that it has been decided to establish around the Faroe Islands, with effect from 1 January 1977, a fishery zone extending to 200 nautical miles off the coast within which the Faroe Islands will exercise sovereign rights for the purpose of exploring, exploiting, conserving and managing the living resources thereof and that the Community has agreed that the limits of the fishery zones of its Member States (hereinafter referred to as the area of fisheries jurisdiction of the Community) shall extend up to 200 nautical miles, fishing within these limits being subject to the common fishery policy of the Community;

DESIROUS of establishing the terms and conditions pertaining to fisheries of mutual concern,

HAVE AGREED AS FOLLOWS:

Article 1

Each Party shall grant access to fishing vessels of the other Party to fish within its area of fisheries jurisdiction in accordance with the provisions set out below.

Article 2

Each Party shall, as appropriate, determine annually for its area of fisheries jurisdiction, subject to adjustment when necessary to meet unforeseen circumstances, and on the basis of the need for rational management of the living resources:

- a) the total allowable catch for individual stocks or complexes of stocks, taking into account the best scientific evidence available to it, the interdependence of stocks, the work of appropriate international organizations and other relevant factors;
- b) after appropriate consultations, allotments for fishing vessels of the other Party and the areas within which these allotments may be fished. The two Parties shall have as their aim the realization of a satisfactory balance between their fishing possibilities in their respective fishery zones. In determining these fishing possibilities, each Party shall take into account:
 - (i) the habitual catches of both Parties,
 - (ii) the need to minimize difficulties for both Parties in the case where fishing possibilities would be reduced,
 - (iii) all other relevant factors.

The measures to regulate fisheries taken by each Party for the purpose of conservation by maintaining fish stocks at, or restoring them to, levels which can produce the maximum sustainable yield shall not be of such a nature as to jeopardize the full exercise of the fishing rights allocated under the Agreement.

Article 3

Each Party may require that fishing in its area of fisheries jurisdiction by fishing vessels of the other Party shall be subject to licence. The competent authority of each Party shall, as appropriate, communicate in due time to the other Party the name, registration number, and other relevant particulars of the fishing vessels which shall be eligible to fish within the area of fisheries jurisdiction of the other Party. The second Party shall thereupon issue such licences in a manner commensurate with the possibilities for fishing granted under the provisions of Article 2 (b).

Article 4

1. Fishing vessels of one Party shall, when fishing within the area of fisheries jurisdiction of the other Party, comply with the conservation measures and other terms and conditions established by that Party and with the rules and regulations of that Party in respect of fisheries.
2. Appropriate advance notice shall be given of any new terms, conditions, laws or regulations.

Article 5

1. Each Party shall take all necessary measures to ensure compliance with the provisions of this Agreement and other relevant regulations by its vessels.
2. Each Party may take within its area of fishing jurisdiction such measures, in conformity with international law, as may be necessary to ensure compliance with the provisions of this Agreement by vessels of the other Party.

Article 6

The Parties undertake to cooperate to ensure proper management and conservation of the living resources of the sea, and to facilitate the necessary scientific research in this respect, in particular with regard to:

- (a) stocks occurring within the areas of fisheries jurisdiction of both Parties, with a view to achieving, as far as practicable, harmonization of measures for the regulation of fisheries in respect of such stocks;
- (b) stocks of common interest occurring within the areas of fisheries jurisdiction of both Parties and in the areas beyond and adjacent to those areas.

Article 7

The Parties agree to consult on questions relating to the implementation and proper functioning of this Agreement.

In the event of a dispute concerning the interpretation or application of this Agreement, such a dispute shall be the subject of consultations between the Parties.

Article 8

Nothing contained in the present Agreement shall affect or prejudice in any manner the views of either Party with respect to any question relating to the Law of the Sea.

Article 9

This Agreement shall be without prejudice to rights within the Kingdom of Denmark of Danish citizens who inhabit the Faroe Islands.

Article 10

The present Agreement shall apply, on the one hand, to the territories to which the Treaty establishing the European Economic Community is applied, under the conditions laid down in that Treaty and, on the other hand, to the Faroe Islands.

Article 11

This Agreement shall enter into force on the date on which the Contracting Parties notify each other of the completion of the procedures necessary for this purpose. Pending its entry into force it shall be applied provisionally with effect from 1 January 1977.

Article 12

This Agreement shall remain in force for an initial period of 10 years after the date of its entry into force. In the event of the Agreement not being terminated by either Party through notice of termination given at least nine months before the expiry of that period, it shall remain in force for additional periods of six years duration thereafter, provided that notice of termination has not been given at least six months before the expiry of any such period.

Article 13

The Parties agree to examine this Agreement upon the conclusion of the negotiations for a Multilateral Treaty resulting from the Third United Nations Conference on the Law of the Sea.

Article 14

This Agreement is drawn up in two copies in the Danish, Dutch, English, French, German, Italian and Faroese languages, each of these texts being equally authentic.

IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose, have signed this Agreement.

Udfærdiget i Bruxelles, den femtende marts nitten hundrede og syvoghalvfjerds.

Geschehen zu Brüssel am fünfzehnten März neunzehnhundertsiebenundsiebzig.

Done at Brussels on the fifteenth day of March in the year one thousand nine hundred and seventy-seven.

Fait à Bruxelles, le quinze mars mil neuf cent soixante-dix-sept.

Fatto a Bruxelles, addì quindici marzo millenovecentosettantasette.

Gedaan te Brussel, de vijftiende maart negentienhonderd zevenenzeventig.

Skriva í Bruxelles, tann fimtandi mars 1977.

For Rådet for De europæiske Fællesskaber
Für den Rat der Europäischen Gemeinschaften
For the Council of the European Communities
Pour le Conseil des Communautés européennes
Per il Consiglio delle Comunità europee
Voor de Raad van de Europese Gemeenschappen
Fyri Europeiska Búskaparlíga Felagsskapin

John Lützen

Jan Bunch

For den danske regering og det færøske landsstyre
Für die Regierung von Dänemark und die Landesregierung der Färöer
For the Government of Denmark and the Home Government of the Faroe Islands
Pour le gouvernement du Danemark et le gouvernement local des îles Féroé
Per il governo danese e il governo locale delle isole Færøer
Voor de Regering van Denemarken en de plaatselijke Regering van de Faeröer
Fyri Donsku stjórnina og Føroye Landsstýri

Atle V. Gunnarsson

Alte Beck

COUNCIL REGULATION (EEC) No 2212/80
of 27 June 1980

on the conclusion of the Agreement between the Government of the Republic of Senegal and the European Economic Community on fishing off the coast of Senegal, of the Protocol, and of the exchanges of letters referring thereto

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

HAS ADOPTED THIS REGULATION:

Having regard to the Treaty establishing the European Economic Community, and in particular Article 43 thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament ⁽¹⁾,

Whereas it is in the Community's interest to approve the Agreement between the European Economic Community and the Government of the Republic of Senegal on fishing off the coast of Senegal, the Protocol and the exchange of letters referring thereto, signed in Brussels on 15 June 1979;

Whereas the conclusion of this Agreement renders nugatory Council Decision 79/569/EEC of 12 June 1979 concerning the conclusion of the Agreement in the form of an exchange of letters on the provisional application of the Agreement between the Government of the Republic of Senegal and the European Economic Community on fishing off the coast of Senegal and of the Protocol and the exchanges of letters relating thereto ⁽²⁾,

Article 1

The Agreement between the Government of the Republic of Senegal and the European Economic Community on fishing off the coast of Senegal, the Protocol and the exchanges of letters referring thereto are approved on behalf of the Community.

The instruments referred to in the preceding paragraph are annexed to this Regulation.

Article 2

The President of the Council shall give the notification provided for in Article 18 of the Agreement ⁽³⁾.

Article 3

Decision 79/569/EEC is hereby repealed.

Article 4

This Regulation shall enter into force on the third day following its publication in the *Official Journal of the European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 27 June 1980.

For the Council

The President

A. SARTI

⁽¹⁾ OJ No C 309, 10. 12. 1979, p. 63.

⁽²⁾ OJ No L 154, 21. 6. 1979, p. 25.

⁽³⁾ The date of the entry into force of the Agreement will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

A AGREEMENT**between the Government of the Republic of Senegal and the European Economic Community on fishing off the coast of Senegal**

THE GOVERNMENT OF THE REPUBLIC OF SENEGAL AND THE EUROPEAN ECONOMIC COMMUNITY (hereinafter referred to as 'the Community'),

RECALLING the close relations between the Community and the Republic of Senegal;

IN THE SPIRIT of cooperation resulting from the Lomé Convention, symbolizing the Parties' common desire to intensify friendly relations between the African, Caribbean and Pacific States and the Community;

CONSIDERING their mutual interest in the rational management, conservation and optimum utilization of fish stocks, notably in the Central East Atlantic;

WHEREAS the Republic of Senegal exercises its sovereignty or jurisdiction over a zone extending up to 200 nautical miles from its coast, particularly in respect of sea fishing;

TAKING INTO ACCOUNT the fact that vessels flying the flags of Member States of the Community habitually engage in fishing activities in that zone;

TAKING INTO ACCOUNT the work of the Third United Nations Conference on the Law of the Sea;

AFFIRMING that the exercise by coastal States of their sovereign rights in the waters within their jurisdiction for the purposes of exploring, exploiting, conserving and managing the living resources thereof must be in accordance with the principles of international law;

WHEREAS fishing activities in the waters under the sovereignty or jurisdiction of the Republic of Senegal are governed by its Sea Fishing Code;

DETERMINED TO CONDUCT their relations in a spirit of mutual trust and respect for each other's interests in the sphere of sea fishing;

DESIROUS of establishing the terms and conditions governing fishing activities of mutual interest to the Parties,

HAVE AGREED AS FOLLOWS:

Article 1

The purpose of this Agreement is to establish the principles and rules which will govern in future, in all respects, the fishing activities of vessels flying the flags of Member States of the Community, hereinafter referred to as 'Community vessels', in the waters over which the Republic of Senegal has sovereignty or jurisdiction in respect of fisheries, hereinafter referred to as 'Senegal's fishing zone'.

Article 2

The Government of the Republic of Senegal undertakes to authorize Community vessels to fish in Senegal's fishing zone in accordance with the terms

of this Agreement, in particular those stipulated in Annex I, and with the Sea Fishing Code and other laws and regulations in force in Senegal.

Article 3

1. The Community undertakes to take all appropriate steps to ensure that its vessels adhere to the provisions of this Agreement and the rules and regulations governing fishing activities in Senegal's fishing zone.

2. The authorities of Senegal shall notify the Commission of the European Communities in advance of any changes to the said rules and regulations.

Article 4

1. Fishing activities by Community vessels in Senegal's fishing zone shall be subject to the possession of a licence issued at the Community's request by the authorities of Senegal.

2. The authorities of Senegal shall issue fishing licences within the limits laid down by category of vessel in the Protocol referred to in Article 9.

3. Licences shall be valid in the zones defined in Annex I.E., depending on the activity and the type of vessel in question.

4. Licences shall be valid from the day of issue until 31 December of the year in which they are issued.

5. A licence shall be issued for a given vessel and shall not be transferable.

6. Where a vessel in possession of a licence is prevented from using it by *force majeure*, the licence may be replaced at the Community's request by another one which shall be valid for a vessel of the same category.

Article 5

1. Licences shall be issued by the authorities of the Republic of Senegal upon payment of a fee by the shipowner concerned.

2. For those vessels that are obliged to land their entire catch at Senegalese ports, the fee shall be that laid down by the Senegalese rules and regulations in force. For those vessels that are not obliged to land their entire catch in Senegal, the fee shall be double that mentioned in the preceding sentence.

The amounts payable are set out in Annex I.A.

Licences shall be paid for in full when they are issued or declared valid; the fees for licences assessed on the basis of the quantity of fish caught shall be payable at the close of the year.

3. The fee for a licence issued under Article 4 (6) shall be in proportion to the remainder of the year.

Article 6

The Parties undertake to concert action, either directly or within international organizations, to ensure the management and conservation of the living resources, particularly in the Central East Atlantic, and to facilitate the relevant scientific research.

Article 7

Vessels authorized to fish in Senegalese waters under this Agreement shall be obliged to forward to the relevant Senegalese authorities statements of catches in accordance with the arrangements set out in Annex I.B. to this Agreement.

Article 8

Wet trawlers and tuna boats, authorized under this Agreement to fish in Senegal's fishing zone, shall be obliged to land their entire catch.

Freezer trawlers and tuna boats shall be obliged to land part of their catch in accordance with the arrangements set out in Annex I.C. to this Agreement.

Article 9

In return for the fishing opportunities accorded under this Agreement, the Community shall pay the Republic of Senegal compensation as set out in the Protocol to this Agreement.

This compensation, which shall be paid without prejudice to financing accorded to the Republic of Senegal under the Lomé Convention, shall be mobilized in accordance with the special procedure described in the said Protocol.

The compensation shall be used to finance projects and services of a rural nature, in particular relating to sea fishing.

Article 10

The Parties agree to consult in the event of a dispute concerning the interpretation or application of this

Agreement, where appropriate in accordance with the procedure set out in Annex II.

Article 11

A Joint Committee shall be set up to ensure that this Agreement is applied correctly.

The Committee shall meet once a year, alternating between Senegal and the Community, and shall hold special meetings at the request of either Contracting Party.

Article 12

Should the authorities of Senegal decide, as a result of an unforeseeable change in the state of the fish stocks, to take new conservation measures which, in the opinion of the Community, have a considerable effect on the fishing activities of Community vessels, consultations must be held between the Parties in order to adapt Annex I and the Protocol referred to in Article 9.

Such consultations shall be based on the principle that any reduction in the fishing opportunities provided for in the said Protocol shall be offset by other fishing opportunities of equivalent value, account being taken of compensation already paid by the Community.

Article 13

Nothing in this Agreement shall affect or prejudice in any manner the views of either Party with respect to any matter relating to the Law of the Sea.

Article 14

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the Euro-

pean Economic Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of the Republic of Senegal.

Article 15

The Parties agree to examine this Agreement upon the conclusion of the negotiations for a Multilateral Treaty which are being conducted within the framework of the Third United Nations Conference on the Law of the Sea.

Article 16

The Annexes form an integral part of this Agreement and, unless otherwise specified, a reference to this Agreement constitutes a reference to its Annexes.

Article 17

This Agreement shall be concluded for an initial period of two years running from the date of its entry into force. In the event of the Agreement not being terminated by either Party through notice of termination given at least six months before the expiry of that two-year period, it shall remain in force for additional periods of one year, provided that notice of termination has not been given at least three months before the expiry of each yearly term.

Negotiations shall then take place between the Parties to determine by mutual agreement the amendments or additions to be made to the Annexes or the Protocol referred to in Article 9.

Article 18

This Agreement shall enter into force on the date on which the Parties notify one another of the completion of the procedures necessary for this purpose.

*ANNEX I***CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES IN SENEGAL'S FISHING ZONE BY VESSELS FLYING THE FLAGS OF MEMBER STATES OF THE COMMUNITY****A. Licence application and issuing formalities**

The procedure for applications for and issue of the annual licences enabling vessels flying the flags of Member States of the Community to fish in Senegalese waters shall be as follows:

1. The relevant Community authorities must present to the relevant Senegalese authorities (MDR) ⁽¹⁾ an application for each vessel that wishes to fish under the Agreement.

The application shall be made on the forms provided for that purpose by the Government of Senegal. A specimen is annexed hereto.

The fees are set according to the following scale:

- (a) trawlers landing their entire catch: CFA 7 500 per gross register ton per year;
 - (b) trawlers not landing their entire catch: CFA 15 000 per gross register ton per year;
 - (c) tuna boats landing their entire catch: CFA 1 per kg of fish caught per year;
 - (d) tuna boats not landing their entire catch: CFA 2 per kg of fish caught per year.
2. The fee shall be for one year, regardless of the period for which the licence is valid, except in the case referred to in Article 4 (6) of the Agreement and in that referred to in paragraph 3 below.
 3. For licences issued between the date when the Agreement becomes operative and 1 January following that date, the fee shall be in proportion to the period for which they are valid.
 4. The relevant Senegalese authorities shall examine each application to see that it complies with the Agreement and with Senegalese legislation and shall apply the scale of fees to be paid.

The relevant Senegalese authorities shall inform the Community authorities of these decisions.

5. The licences issued upon payment of the fees shall be valid for a given vessel and shall not be transferable.
6. Should there be any difficulties or additional information needed when applications are examined and licences issued, consultations shall be held between the representatives of the Contracting Parties, in particular through the Direction de l'Océanographie et des Pêches maritimes (Directorate for Oceanography and Sea Fisheries) and the Delegation of the Commission of the European Communities in Dakar.

B. Statement of catch

All vessels authorized to fish in Senegalese waters under the Agreement shall be obliged to forward to the Direction de l'Océanographie et des Pêches maritimes a statement of their catch made out according to the attached specimen.

A statement of catch must be presented after each trip for wet vessels or every month for freezer vessels, and in this case before the end of the following month.

⁽¹⁾ Ministère du développement rural (Ministry of Rural Development).

Should these provisions not be adhered to, the Government of Senegal reserves the right to suspend the licence of the offending vessel until the formality has been complied with. In addition, the penalty provided for under Article 49 of Senegal's Sea Fishing Code shall be inflicted upon the owner of the said vessel.

C. Landing of catch

Vessels authorized to fish in Senegalese waters under the Agreement shall be obliged to land part or all of their catch, depending on the type of fishing practised.

1. Wet trawlers and tuna boats shall land their entire catch in Senegal. Where catches are made in fishing zones that are not under Senegal's sovereignty or jurisdiction, the Parties shall consult within the Joint Committee in order to set the percentage of the catch to be landed in Senegal.
2. During the first year of application of the Agreement, freezer tuna boats may be obliged to land up to 4 000 tonnes of tuna on price terms to be worked out between the shipowners and the users concerned on the basis of the selling prices charged by those same shipowners on their market; the terms for landings in subsequent years shall be determined within the Joint Committee by mutual agreement with the shipowners concerned on the basis of catches made during the preceding year in Senegal's fishing zone.
3. Every six months, freezer trawlers shall land 100 kg of fish and crustaceans per gross register ton.

Any failure to comply with the obligation to land catches shall render the shipowner liable to the following sanctions on the part of the Senegalese authorities:

1. fine of CFA 25 000 per tonne not landed;
2. withdrawal of the licence, which shall not be renewed until the quantities due have been delivered.

D. Training grants

The two Parties agree that an essential condition for the success of their cooperation is that the competence and know-how of persons engaged in sea fishing should be improved. To this end, the Community shall make it easier for Senegalese nationals to find places in establishments in its Member States and shall provide study and training grants for the purpose in the various scientific, technical and economic disciplines connected with fisheries.

E. Fishing zones

The fishing zones referred to in Article 4 of the Agreement shall be as follows:

- (a) wet trawlers and freezer vessels engaged in near-water fishing as defined in Article 5 of Senegal's Sea Fishing Code shall be authorized to fish outside the limit of the first six nautical miles of the waters under Senegalese jurisdiction;
- (b) freezer trawlers engaged in distant-water fishing shall be authorized to fish outside the limit of the first 12 nautical miles of the waters under Senegalese jurisdiction;
- (c) wet and freezer tuna boats shall be authorized to fish throughout the waters under Senegalese jurisdiction.

The extent of the waters under Senegalese jurisdiction is measured from the baselines defined in Décret No 72-756 of 5 July 1972.

REPUBLIC OF SENEGAL
One people — One goal — One faith

Addendum to Annex I — A.1

MINISTRY OF RURAL DEVELOPMENT AND
WATER ENGINEERING

DIRECTORATE FOR OCEANOGRAPHY AND
SEA FISHERIES

**APPLICATION FORM
FOR FISHING LICENCE**

APPLICANT

- Name and first name:
- Date of birth:
- Occupation:
- Trade Register No:
- Style of firm:
- Number of employees:
- Permanent:
- Temporary:
- Annual turnover:
- Address:

VESSEL

- Name:
- Registration No:
- Date and place of construction:
- Original nationality:
- Date of transfer to Senegalese flag:
- Lengths:
- Widths:
- Gross register tons:

- Net register tons:
- Engine type and rating:
- Number of seamen aboard:
- Type of fishing:
- A. Trawling:
- Length of trawl:
- Opening:
- Mesh size in the body:
- Mesh size in the wings:
- B. Sardine fishing:
- Length of net:
- Depth of net:
- C. Tuna fishing:
- Number of poles:
- Length of net:
- Number of bait tanks:
- Volume of bait tanks:
- Live bait?
- Purse-seine?
- Is the vessel a freezer vessel?
- If so:
- Total freezing power:
- Freezing capacity:
- Storage capacity:

SHORE INSTALLATIONS

- Address and permit No:
- Style of firm:
- Activities:
- Domestic wholesale fish trading:

- Exploitation export wholesaling:
 - Type and No of wholesale trader's card:
 - Description of cold store and technical installations:
 - Number of employees:
 - Permanent:
 - Temporary:
-

Technical notes by the Director for Fisheries

Authorization of the Minister for Rural Development

Addendum to Annex I — B.I

Shipowner:
 Consignee:
 Licence No:
 Engine rating:
 Gross register tons:

STATEMENT OF CATCH

FISHING TACKLE USED

NAME OF VESSEL

Trawl	Seine	Other tackle
Type and number	Type	
Mesh size in cod end	Mesh size	
Head line	Length	
Rigging	Depth	

INFORMATION ON FISHING ACTIVITIES

Date in:

Date out:

Date	Fishing zone	Sounding	Time spent fishing	Species caught	Weight landed
1st day				1)	
2nd day				2)	
3rd day				3)	
4th day				4)	
5th day				5)	
6th day				6)	
7th day				7)	
8th day				8)	
9th day				9)	
10th day				10)	
11th day				11)	
12th day				12)	
13th day				13)	
14th day				14)	
15th day				15)	

Addendum to Annex I — B.II

REPUBLIC OF SENEGAL
 MINISTRY OF RURAL DEVELOPMENT
 DIRECTORATE FOR OCEANOGRAPHY AND
 SEA FISHERIES

STATEMENT OF FISHING ACTIVITIES

Name of vessel:

Type of fishing:

Permit No:

Home port:

Catches:

Species	Tonnage landed	Tonnage not landed	Total
Albacore or bigeye			
Skipjack			
Other tuna			
Total			

I, the undersigned, owner of the above vessel or his duly authorized representative, hereby certify that the above statement conforms to the actual catches made by my vessel.

Done at,

signature and stamp of shipowner

*ANNEX II***PROCEDURE FOR SETTLEMENT OF DISPUTES**

The two Parties undertake to submit any disputes that may occur between them as to the interpretation or the application of the Agreement, apart from those relating to the exercise by Senegal of its sovereign rights over the waters off its coast, to the following arbitration procedure, should it prove impossible to settle them under Article 10:

1. Within two months of the date on which either Party formally requests that a dispute be submitted to arbitration in accordance with this Annex, each Contracting Party shall appoint one member of the arbitration tribunal and these two members shall, within three months of the same date, appoint, by mutual agreement and on behalf of the two Parties, a national of a third State as the third member of the tribunal.
2. The Contracting Party requesting arbitration shall submit, when its request is treated, a statement of its claim and the grounds on which such claim is based.
3. The arbitration tribunal shall reach its decisions by majority vote, basing them on the Agreement and on the other rules of international law. Decisions shall be binding on the two Parties. The cost of arbitration shall normally be borne by the two Contracting Parties in equal shares.

PROTOCOL**between the European Economic Community and the Government of the Republic of Senegal**

THE PARTIES TO THIS PROTOCOL,

Having regard to the Agreement between the European Economic Community and the Government of the Republic of Senegal on fishing off the coast of Senegal, signed on 15 June 1979,

HAVE AGREED AS FOLLOWS:

Article 1

The limits referred to in Article 4 of the abovementioned Agreement shall be set as follows for the first two years of application of that Agreement:

1. tuna boats obliged		3 300 gross register tons,
2. trawlers obliged		1 600 gross register tons,
3. tuna boats not obliged	to land their entire catch in Senegal:	23 000 gross register tons,
4. trawlers not obliged		12 300 gross register tons.

Article 2

The compensation referred to in Article 9 of the Agreement shall be set for the first two years of application of the Agreement at CFA 2 500 000 000.

Article 3

1. The use to which the compensation provided for in Article 2 is put shall be the sole responsibility of the Government of Senegal.
2. The Government of Senegal shall inform the European Economic Community of the programme for the use of the compensation.

Article 4

1. The compensation provided for in Article 2 shall be mobilized in accordance with a procedure to be laid down in an exchange of letters.
2. The compensation shall be paid into an account opened with a financial institution chosen by the Government of Senegal or in the books of the Treasurer-General of Senegal.

Article 5

If the European Economic Community fails to make the payments provided for in this Protocol, the Agreement on Fishing shall be suspended.

Article 6

This Protocol shall enter into force on the date on which the Parties notify one another of the completion of the procedures necessary for this purpose.

A. *Letter from the Government of the Republic of Senegal*

Sir,

With reference to the Agreement between the Government of the Republic of Senegal and the European Economic Community signed today, I have the honour to inform you that my Government reserves the right to make the granting of fishing licences to vessels flying the flag of a Member State of the Community and fishing under the Agreement on fishing negotiated between us subject to the obligation to take on board Senegalese nationals under the following conditions:

1. Vessels authorized to fish in Senegalese waters under the Agreement on fishing shall be obliged to take on board Senegalese registered seamen up to a proportion of 33 % of their crew. The personnel at present available have the following qualifications:
 - (a) first mate of vessel up to 300 GRT;
 - (b) first engineer of vessel up to 800 CV;
 - (c) deck officer of vessel up to 500 GRT;
 - (d) engineer officer of vessel up to 3 500 CV;
 - (e) boatswain of vessel up to 300 GRT;
 - (f) seaman;
 - (g) ship's greaser;
 - (h) ship's cook and steward.

Where a vessel authorized to fish in Senegalese waters has at least three crew officers in the deck or engine-room service, the crew of that vessel must include at least one Senegalese national having one of the qualifications mentioned under (a) or (b) above.

2. The number of seamen whom freezer tunny boats shall be obliged to take on shall be determined in overall terms, account being taken of the scale of their activities in Senegal's fishing zone and the number of crew members of other nationalities from countries whose fishing zones the fleet frequents.

I should be obliged if you would acknowledge receipt of this letter.

Please accept, Sir, the assurance of my highest consideration.

*For the Government
of the Republic of Senegal*

B. *Letter from the European Economic Community*

Sir,

I am in receipt of your letter of today's date, which reads as follows:

'With reference to the Agreement between the Government of the Republic of Senegal and the European Economic Community signed today, I have the honour to inform you that my Government reserves the right to make the granting of fishing licences to vessels flying the flag of a Member State of the Community and fishing under the Agreement on fishing negotiated between us subject to the obligation to take on board Senegalese nationals under the following conditions:

1. Vessels authorized to fish in Senegalese waters under the Agreement on fishing shall be obliged to take on board Senegalese registered seamen up to a proportion of 33 % of their crew. The personnel at present available have the following qualifications:
 - (a) first mate of vessel up to 300 GRT;
 - (b) first engineer of vessel up to 800 CV;
 - (c) deck officer of vessel up to 500 GRT;
 - (d) engineer officer of vessel up to 3 500 CV;
 - (e) boatswain of vessel up to 300 GRT;
 - (f) seaman;
 - (g) ship's greaser;
 - (h) ship's cook and steward.

Where a vessel authorized to fish in Senegalese waters has at least three crew officers in the deck or engine-room service, the crew of that vessel must include at least one Senegalese national having one of the qualifications mentioned under (a) or (b) above.

2. The number of seamen whom freezer tunny boats shall be obliged to take on shall be determined in overall terms, account being taken of the scale of their activities in Senegal's fishing zone and the number of crew members of other nationalities from countries whose fishing zones the fleet frequents.

I should be obliged if you would acknowledge receipt of this letter.'

I have the honour to inform you that the Community will have the letter published in order to bring its content to the attention of the shipowners concerned.

Please accept, Sir, the assurance of my highest consideration.

*On behalf of the Council
of the European Communities*

A. Letter from the European Economic Community

Sir,

With reference to the Protocol between the European Economic Community and the Government of the Republic of Senegal annexed to the Agreement on fishing signed today, I have the honour to confirm that the amount of the compensation laid down in that Protocol for the first two years of application of the Agreement on fishing is by way of being an agreed amount and in no way prejudices what could be agreed for the following years on the basis of precise statistical and economic data on the catches made by the different categories of vessel in Senegal's fishing zone.

I should be obliged if you would confirm that your Government is in agreement with this interpretation.

Please accept, Sir, the assurance of my highest consideration.

*On behalf of the
Council
of the European Communities*

B. Letter from the Government of the Republic of Senegal

Sir,

I am in receipt of your letter of today's date, which reads as follows:

'With reference to the Protocol between the European Economic Community and the Government of the Republic of Senegal annexed to the Agreement on fishing signed today, I have the honour to confirm that the amount of the compensation laid down in that Protocol for the first two years of application of the Agreement on fishing is by way of being an agreed amount and in no way prejudices what could be agreed for the following years on the basis of precise statistical and economic data on the catches made by the different categories of vessel in Senegal's fishing zone.

I should be obliged if you would confirm that your Government is in agreement with this interpretation.'

I have the honour to confirm that the Government of the Republic of Senegal is in agreement with this interpretation.

Please accept, Sir, the assurance of my highest consideration.

*For the Government
of the Republic of Senegal*

COUNCIL REGULATION (EEC) No 2213/80

of 27 June 1980

on the conclusion of the Agreement between the Government of the Republic of Guinea Bissau and the European Economic Community on fishing off the coast of Guinea Bissau, and of the two exchanges of letters referring theretoTHE COUNCIL OF THE EUROPEAN
COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 43 thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament ⁽¹⁾,

Whereas it is in the Community's interest to approve the Agreement between the European Economic Community and the Government of the Republic of Guinea Bissau on fishing off the coast of Guinea Bissau, and the two exchanges of letters referring thereto, signed in Brussels on 27 February 1980;

Whereas the conclusion of this Agreement renders nugatory Council Decision 80/255/EEC of 26 February 1980, concerning the conclusion of the Agreement in the form of an exchange of letters on the provisional application of the Agreement between the Government of the Republic of Guinea Bissau and of the two exchanges of letters relating thereto ⁽²⁾;

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 27 June 1980.

HAS ADOPTED THIS REGULATION:

Article 1

The Agreement between the Government of the Republic of Guinea Bissau and the European Economic Community on fishing off the coast of Guinea Bissau, and the two exchanges of letters referring thereto are approved on behalf of the Community.

The instruments referred to in the preceding paragraph are annexed to this Regulation.

*Article 2*The President of the Council shall give the notification provided for in Article 18 of the Agreement ⁽³⁾.*Article 3*

Decision 80/255/EEC is hereby repealed.

*Article 4*This Regulation shall enter into force on the third day following its publication in the *Official Journal of the European Communities*.*For the Council**The President*

A. SARTI

⁽¹⁾ OJ No C 85, 8. 4. 1980, p. 103.
⁽²⁾ OJ No L 58, 1. 3. 1980, p. 73.

⁽³⁾ The date of the entry into force of the Agreement will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

AGREEMENT**between the Government of the Republic of Guinea Bissau and the European Economic Community on fishing off the coast of Guinea Bissau**

THE GOVERNMENT OF THE REPUBLIC OF GUINEA BISSAU AND THE EUROPEAN ECONOMIC COMMUNITY (hereinafter referred to as 'the Community');

RECALLING the close relations between the Community and the Republic of Guinea Bissau;

IN THE SPIRIT of cooperation resulting from the Lomé Convention, symbolizing the Parties' common desire to intensify friendly relations between the African, Caribbean and Pacific States and the Community.

CONSIDERING their mutual interest in the rational management, conservation and optimum utilization of fish stocks, notably in the Central East Atlantic;

WHEREAS the Republic of Guinea Bissau exercises its sovereignty or jurisdiction, in respect of sea fishing, over a zone extending up to 200 nautical miles from its coast;

TAKING INTO ACCOUNT the fact that vessels flying the flags of Member States of the Community habitually engage in fishing activities in that zone;

TAKING INTO ACCOUNT the work of the Third United Nations Conference on the Law of the Sea;

AFFIRMING that the exercise by coastal States of their sovereign rights in the waters within their jurisdiction for the purposes of exploring, exploiting, conserving and managing the living resources thereof must be in accordance with the principles of international law;

DETERMINED to conduct their relations in a spirit of mutual trust and respect for each other's interests in the sphere of sea fishing;

DESIROUS of establishing the terms and conditions governing fishing activities of mutual interest to the Parties,

HAVE AGREED AS FOLLOWS:

Article 1

The purpose of this Agreement is to establish the principles and rules which will govern in future, in all respects, the fishing activities of vessels flying the flags of Member States of the Community, herein after referred to as 'Community vessels', in the waters over which the Republic of Guinea Bissau has jurisdiction in respect of fisheries, hereinafter referred to as 'Guinea Bissau's fishing zone'.

Article 2

The Government of the Republic of Guinea Bissau undertakes to authorize Community vessels to fish in Guinea Bissau's fishing zone in accordance with

the terms of this Agreement, in particular those stipulated in the Annex.

Article 3

1. The Community undertakes to take all appropriate steps to ensure that its vessels adhere to the provisions of this Agreement and the rules and regulations governing fishing activities in Guinea Bissau's zone.

2. The authorities of Guinea Bissau shall notify the Commission of the European Communities in advance of any changes to the said rules and regulations.

Article 4

1. Fishing activities by Community vessels in Guinea Bissau's fishing zone shall be subject to the possession of a licence issued at the Community's request by the authorities of Guinea Bissau.
2. The authorities of Guinea Bissau shall issue fishing licences within the limits laid down by category of vessel in the Protocol referred to in Article 9.
3. Licences shall be valid from the day of issue until 31 December of the year in which they are issued, or during a period of six months from 1 January to 30 June or 1 July to 31 December of any year.
4. A licence shall be issued for a given vessel and shall not be transferable.
5. Where a vessel in possession of a licence is prevented from using it by *force majeure*, the licence may be replaced at the Community's request by another one which shall be valid for a vessel of the same category.

Article 5

1. Licences shall be issued by the authorities of the Republic of Guinea Bissau subject to payment of a fee by the shipowner concerned.
2. The fees payable for each category of vessel are given in the Annex under A.1. The fees shall be paid in full before the licences are issued; however, the fees assessed on the basis of the quantity of fish caught in Guinea Bissau's fishing zone, in accordance with the provisions of point A.2 in the Annex, shall be paid in the form of an advance lump sum, accompanied by a banker's guarantee to cover any additional amount necessary to make up the final total fees due at the end of each season.
3. The fees shall be set in proportion to the period for which the licence is valid.

Article 6

The Parties undertake to concert action, either directly or within international organizations, to ensure the management and conservation of the living resources, particularly in the Central East Atlantic, and to facilitate the relevant scientific research.

Article 7

Vessels authorized to fish in Guinea Bissau's fishing zone under this Agreement shall be obliged to forward to the relevant authorities of Guinea Bissau statements of catches in accordance with the arrangements set out under B in the Annex to this Agreement.

Article 8

The vessels, authorized under this Agreement to fish in Guinea Bissau's fishing zone, may be obliged to land a proportion of the fish caught in that zone at ports in Guinea Bissau.

The quantities and conditions for the landings shall be determined within the Joint Committee provided for in Article 11.

Article 9

In return for the fishing opportunities accorded under this Agreement, the Community shall pay the Republic of Guinea Bissau compensation as set out in the Protocol to this Agreement.

This compensation, which shall be paid without prejudice to financing accorded to the Republic of Guinea Bissau under the Convention, shall be mobilized in accordance with the special procedure described in the said Protocol.

The compensation shall be used to finance projects, relating to sea and fresh-water fishing.

Article 10

The Parties agree to consult in the event of a dispute concerning the interpretation or application of this Agreement.

Article 11

A Joint Committee shall be set up to ensure that this Agreement is applied correctly.

The Committee shall meet once a year, alternating between Guinea Bissau and the Community, and shall hold special meetings at the request of either Contracting Party.

The Joint Committee shall meet in particular once new legislation has been adopted governing fishing in Guinea Bissau's waters in order to see whether the Annex should be amended.

Article 12

Should the authorities of Guinea Bissau decide, as a result of an unforeseeable change in the state of the fish stocks, to take new conservation measures which, in the opinion of the Community, have a considerable effect on the fishing activities of Community vessels, consultations must be held between the Parties in order to adapt the Annex and the Protocol referred to in Article 9.

Such consultations shall be based on the principle that any reduction in the fishing opportunities provided for in the said Protocol shall be offset by other fishing opportunities of equivalent value, account being taken of compensation already paid by the Community.

Article 13

Nothing in this Agreement shall affect or prejudice in any manner the views of either Party with respect to any matter relating to the Law of the Sea.

Article 14

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Economic Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of the Republic of Guinea Bissau.

Article 15

The Parties agree to examine this Agreement upon the conclusion of the negotiations for a Multilateral Treaty which are being conducted within the framework of the Third United Nations Conference on the Law of the Sea.

Article 16

The Annex and the Protocol form an integral part of this Agreement and, unless otherwise specified, a reference to this Agreement constitutes a reference to them.

Article 17

This Agreement shall be concluded for an initial period of two years running from the date of its entry into force. In the event of the Agreement not being terminated by either Party through notice of termination given at least six months before the expiry of that two-year period, it shall remain in force for additional periods of one year, provided that notice of termination has not been given at least three months before the expiry of each yearly term.

Negotiations shall then take place between the Parties to determine by mutual agreement the amendments or additions to be made to the Annex or the Protocol.

Article 18

This Agreement shall enter into force on the date on which the Parties notify one another of the completion of the procedures necessary for this purpose.

*ANNEX***CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES IN GUINEA BISSAU'S ZONE BY VESSELS FLYING THE FLAGS OF MEMBER STATES OF THE COMMUNITY****A. Licence application and issuing formalities**

The procedure for applications for, and issue of, the annual licences enabling vessels flying the flags of Member States of the Community to fish in Guinea Bissau's fishing zone shall be as follows:

1. The relevant Community authorities shall present to the Office of the Secretary of State for Fisheries of the Republic of Guinea Bissau, via the Delegation of the Commission of the European Communities in Guinea Bissau, an application for each vessel that wishes to fish under this Agreement.

The applications shall be made on the forms provided for that purpose by the Government of Guinea Bissau. A specimen is given under A.1 below.

The fees shall be set according to the following scale:

- (a) bottom trawlers:
FF 420 per grt per year;
 - (b) freezer tuna boats:
FF 0.04 per kg of fish caught.
2. Applications for licences for tuna boats shall be accompanied by proof of payment of a lump sum equivalent to a catch of 1 000 tonnes of tuna for the whole fleet and by a banker's guarantee covering payment at the end of each season of any sums due in respect of catches in excess of the abovementioned quantity.

In case of landings agreed under Article 8 of the Agreement, payments of a smaller amount will be fixed by the Joint Committee.
 3. The relevant authorities of Guinea Bissau shall examine each application to see that it complies with this Agreement and with the legislation of Guinea Bissau and shall apply the scale of fees to be paid.

The relevant authorities of Guinea Bissau shall inform the Community authorities of their decisions.
 4. The licences issued upon payment of the fees shall be valid for a given vessel and shall not be transferable.
 5. Should there be any difficulties or additional information needed when applications are examined and licences issued, consultations shall be held between the representatives of the Contracting Parties, in particular through the Office of the Secretary of State for Fisheries and the Delegation of the Commission of the European Communities in Guinea Bissau.

B. Statement of catch

1. All vessels authorized to fish in Guinea Bissau's waters under this Agreement shall be obliged to forward to the Office of the Secretary of State for Fisheries a statement of their catch made out according to the specimen given under B.1 below.

A statement of catch must be drawn up for each month and presented at least once every three months.

Should these provisions not be adhered to, the Government of Guinea Bissau reserves the right to suspend the licence of the offending vessel until the formality has been accomplished.

2. Any Community vessel fishing in Guinea Bissau's fishing zone shall allow on board, and assist in the accomplishment of his duties, any official of Guinea Bissau responsible for inspecting and monitoring compliance with the provisions of this Agreement.

C. Training grants

The two Parties agree that an essential condition for the success of their cooperation is that the competence and know-how of persons engaged in sea fishing should be improved. To this end, the European Economic Community shall make it easier for nationals of Guinea Bissau to find places in establishments in its Member States and shall provide study and training grants for that purpose in the various scientific, technical and economic subjects connected with fisheries.

REPUBLIC OF GUINEA BISSAU
OFFICE OF THE SECRETARY OF STATE FOR FISHERIES

APPLICATION FOR A FISHING LICENCE (1)

- 1. Valid from: to:
- 2. Name of vessel:
- 3. Name of shipowner:
- 4. Port and registration number:
- 5. Type of fishing:
- 6. Authorized mesh size:
- 7. Length of vessel:
- 8. Width of vessel:
- 9. Gross registered tonnage:
- 10. Hold capacity:
- 11. Engine rating:
- 12. Type of construction:
- 13. Usual number of seamen aboard:
- 14. Radio/electrical equipment:
- 15. Master's name:

The above information is the sole responsibility of the shipowner or his representative.

Date of application:

(1) The original application form is issued in French and Portuguese only.

INSTRUCTIONS FOR FILLING IN THE LOG-BOOK

Each ship's master shall be responsible for the information supplied every month to the Office of the Secretary of State for Fisheries. He shall fill in this log-book in a spirit of frank cooperation.

The following information is requested:

1. Month: Year:
2. Name of vessel:
Nationality (flag):
3. Engine rating in HP:
Gross registered tonnage (GRT):
4. Fishing method (gear):
Port of landing:

The statistical table of catches and fishing activity is divided into two parts.

The first part shows the daily fishing activity (each horizontal line corresponds to a day's activity). The first page should be used for the first half of the month and the second page for the last half.

The master should indicate the fishing zone by noting the latitude and longitude. He should note the number of times the net is thrown per day. He should give the total number of fishing hours for each day.

The second part of the log is for information on catches, in kilograms or in tonnes. It should be clearly stated whether the figure is in kilograms or tonnes. There are seven columns, one for each species. Only the six most important species fished should be entered in the log. The column before the total (headed 'other') should be reserved for the sum of all other species fished.

The monthly logs, once filled in, should be sent every month to the Office of the Secretary of State for Fisheries for those vessels landing their catches in Bissau. For other vessels, the monthly logs should be sent, duly filled in, to the Office of the Secretary of State for Fisheries every three months.

PROTOCOL**between the European Economic Community and the Government of the Republic of
Guinea Bissau**

THE PARTIES TO THIS PROTOCOL,

Having REGARD to the Agreement between the European Economic Community and the Government of the Republic of Guinea Bissau on fisheries off the coast of Guinea Bissau, signed on 27 February 1980,

HAVE AGREED AS FOLLOWS:

Article 1

The limits referred to in Article 4 of the abovementioned Agreement shall be set as follows for the first two years of application of that Agreement:

- | | |
|------------------------|-------------|
| 1. Bottom trawlers: | 6 500 grt, |
| 2. Freezer tuna boats: | 23 300 grt. |

Article 2

The compensation referred to in Article 9 of the Agreement shall be set for the first two years of application of the Agreement at FF 12 800 000.

Article 3

1. The use to which the compensation provided for in Article 2 is put shall be the sole responsibility of the Government of Guinea Bissau.
2. The Government of Guinea Bissau shall inform the European Economic Community of the programme for the use of the compensation.

Article 4

1. The compensation shall be mobilized in two equal annual instalments.
2. The compensation shall be paid into an account opened with a financial institution chosen by the Government of Guinea Bissau.

Article 5

If the European Economic Community fails to make the payments provided for in this Protocol, the Agreement on fisheries shall be suspended.

Article 6

This Protocol shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for this purpose.

AGREEMENT

in the form of exchanges of letters between the Government of the Republic of Guinea Bissau and the European Economic Community on fishing off the coast of Guinea Bissau

Exchange of letters No 1*A. Letter from the Government of the Republic of Guinea Bissau*

Sir,

With reference to the Agreement between the Government of the Republic of Guinea Bissau and the European Economic Community signed today, I have the honour to remind you that my Government decided to approve the signing of the Agreement provided that the shipowners to whom fishing licences are granted under the Agreement contribute towards the practical vocational training of nationals of Guinea Bissau on the following terms and within the following limits:

1. Trawlers authorized under the Agreement to fish in waters over which the Republic of Guinea Bissau has sovereignty or jurisdiction may be obliged to take on board seamen of Guinea Bissau up to a proportion of 25 % of that part of their crew representing uncertificated personnel of the bridge, machines and general services (seamen, trainees, cleaners, greasers, galley boys, etc. . .).
2. Owners of freezer tuna boats authorized under the Agreement to fish in the waters referred to in point 1 above shall be responsible for employing nationals of Guinea Bissau either on board the tuna boats or in suitable positions ashore, following approval of the said positions by the authorities of Guinea Bissau. The number of positions referred to in this paragraph shall be determined in overall terms, account being taken of the scale of the tuna boats' activities in Guinea Bissau's fishing zone and the number of crew members of other nationalities from countries whose fishing zones the fleet frequents.

My Government would like the shipowners' contribution towards the vocational training of Guinea Bissau nationals to be examined by the Joint Committee referred to in Article 11 of the Agreement.

I should be obliged if you would acknowledge receipt of this letter.

Please accept, Sir, the assurance of my highest consideration.

*For the Government of
the Republic of Guinea Bissau*

B. *Letter from the European Economic Community*

Sir,

I am in receipt of your letter of today's date, which reads as follows:

'With reference to the Agreement between the Government of the Republic of Guinea Bissau and the European Economic Community signed today, I have the honour to remind you that my Government decided to approve the signing of the Agreement provided that the shipowners to whom fishing licences are granted under the Agreement contribute towards the practical vocational training of nationals of Guinea Bissau on the following terms and within the following limits:

1. Trawlers authorized under the Agreement to fish in waters over which the Republic of Guinea Bissau has sovereignty or jurisdiction may be obliged to take on board seamen of Guinea Bissau up to a proportion of 25 % of that part of their crew representing uncertificated personnel of the bridge, machines and general services (seamen, trainees, cleaners, greasers, galley boys, etc. . .).
2. Owners of freezer tuna boats authorized under the Agreement to fish in the waters referred to in point 1 above shall be responsible for employing nationals of Guinea Bissau either on board the tuna boats or in suitable positions ashore, following approval of the said positions by the authorities of Guinea Bissau. The number of positions referred to in this paragraph shall be determined in overall terms, account being taken of the scale of the tuna boats' activities in Guinea Bissau's fishing zone and the number of crew members of other nationalities from countries whose fishing zones the fleet frequents.

My Government would like the shipowners' contribution towards the vocational training of Guinea Bissau nationals to be examined by the Joint Committee referred to in Article 11 of the Agreement.'

I have the honour to inform you that the Community will have the letter published in order to bring its content to the attention of the shipowners concerned.

Please accept, Sir, the assurance of my highest consideration.

*On behalf of the Council
of the European Communities*

Exchange of letters No 2*A. Letter from the European Economic Community*

Sir,

With reference to the Agreement on fisheries between the Government of the Republic of Guinea Bissau and the European Economic Community, and in particular Article 8 thereof, signed today, may I request that you confirm your agreement to the following conditions, decided upon to govern future landings of catches in Guinea Bissau.

The Joint Committee shall meet at the request of the Government of Guinea Bissau in order to determine the quantities and conditions for landings of fish, taking into consideration the requirements and the processing capacities of the shore installations in Guinea Bissau and the scale of landings by vessels of other nationalities fishing in Guinea Bissau's fishing zone.

In addition, should there be any landings of tuna, the fee shall be reduced by half and the economic conditions offered to the fishermen shall be comparable to those offered to the same vessels for the quantities landed at Dakar.

Please accept, Sir, the assurance of my highest consideration.

*On behalf of the Council
of the European Communities*

B. *Letter from the Government of the Republic of Guinea Bissau*

Sir,

I am in receipt of your letter of today's date, which reads as follows:

'With reference to the Agreement on fisheries between the Government of the Republic of Guinea Bissau and the European Economic Community, and in particular Article 8 thereof, signed today, may I request that you confirm your agreement to the following conditions, decided upon to govern future landings of catches in Guinea Bissau.

The Joint Committee shall meet at the request of the Government of Guinea Bissau in order to determine the quantities and conditions for landings of fish, taking into consideration the requirements and the processing capacities of the shore installations in Guinea Bissau and the scale of landings by vessels of other nationalities fishing in Guinea Bissau's fishing zone.

In addition, should there be any landings of tuna, the fee shall be reduced by half and the economic conditions offered to the fishermen shall be comparable to those offered to the same vessels for the quantities landed at Dakar.'

I have the honour to confirm that my Government is in agreement with the conditions for future landings of catches as stated in that letter.

Please accept, Sir, the assurance of my highest consideration.

*For the Government of the
Republic of Guinea Bissau*

COUNCIL REGULATION (EEC) No 2214/80**of 27 June 1980****on the conclusion of the Agreement on fisheries between the European Economic Community and the Kingdom of Norway**

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 43 thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament ⁽¹⁾,

Whereas by its resolution of 3 November 1976 on certain external aspects of the creation of a 200-mile fisheries zone in the Community with effect from 1 January 1977, the Council agreed that fishing rights for Community fishermen in the waters of third countries must be obtained and preserved by appropriate Community Agreements;

Whereas the Agreement on fisheries between the Community and Norway should be approved,

HAS ADOPTED THIS REGULATION:

Article 1

The Agreement on fisheries between the European Economic Community and the Kingdom of Norway is hereby approved on behalf of the Community.

The text of the Agreement is annexed to this Regulation.

Article 2

The President of the Council shall give the notification provided for in Article 12 of the Agreement ⁽²⁾.

Article 3

This Regulation shall enter into force on the third day following its publication in the *Official Journal of the European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 27 June 1980.

For the Council

The President

A. SARTI

⁽¹⁾ OJ No C 182, 31. 7. 1978, p. 56.

⁽²⁾ The date of the entry into force of the Agreement will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

AGREEMENT ON FISHERIES**between the European Economic Community and the Kingdom of Norway**

THE EUROPEAN ECONOMIC COMMUNITY (hereinafter referred to as 'the Community'),

AND THE KINGDOM OF NORWAY,

RECALLING the close relations between the Community and Norway;

CONSIDERING their common desire to ensure the conservation and rational management of the fish stocks of the waters adjacent to their coasts;

TAKING into account the work of the Third United Nations Conference on the Law of the Sea;

AFFIRMING that the extension by coastal states of their areas of jurisdiction over the living resources, and the exercise within these areas of sovereign rights for the purpose of exploring, exploiting, conserving and managing these resources, should be conducted pursuant to and in accordance with principles of international law;

HAVING REGARD to the fact that Norway has established with effect from 1 January 1977 an economic zone extending to 200 nautical miles off its coast, within which Norway exercises sovereign rights for the purpose of exploring, exploiting, conserving and managing the resources thereof, and that the Community has agreed that the limits of the fishing zones of its Member States (hereinafter referred to as the area of fisheries jurisdiction of the Community) shall extend up to 200 nautical miles, fishing within these limits being subject to the common fisheries policy of the Community;

DESIROUS of establishing the terms and conditions under which their fisheries relations shall be conducted in the future;

HAVE AGREED AS FOLLOWS:

Article 1

1. Each Party shall, within its area of fisheries jurisdiction extending up to 200 nautical miles from the baselines from which the territorial sea is measured, grant access to fishing vessels of the other Party to fish, in accordance with the provisions set forth below.

2. The Annex attached to this Agreement shall constitute an integral part thereof.

Article 2

1. Each Party shall, as appropriate, determine annually for its area of fisheries jurisdiction, subject to adjustment when necessary to meet unforeseen circumstances, and on the basis of the need for rational management of the living resources:

(a) the total allowable catch for individual stocks or complexes of stocks, taking into account the best scientific evidence available to it, the interdependence of stocks, the work of appropriate international organizations and other relevant factors;

(b) after appropriate consultations, allotments for fishing vessels of the other Party in accordance with the objective of establishing a mutually satisfactory balance in their reciprocal fisheries relations, and the conditions prescribed in the Annex.

2. Each Party shall establish such other measures as it deems to be required for the conservation, rational management, and regulation of fisheries within its area. Such measures, and any measures taken subsequent to the annual determination of fishing possibilities, shall take into account the need not to jeopardize the possibilities for fishing allowed to fishing vessels of the other Party.

Article 3

In the event of a significant distortion of the fishing patterns of one Party in areas crucial to the achievement of a mutually satisfactory balance in the reciprocal fisheries relations between the Parties, the Parties shall promptly enter into consultations with a view to securing the continuance of reciprocal fisheries relations. If, within three months from the request for consultations, a solution satisfactory to

the Party which has requested consultations, is not found, that Party may, notwithstanding the provisions of Article 13, suspend or terminate the Agreement on giving 30 days notice.

Article 4

The competent authorities of each Party shall communicate in due time to the other Party the name, registration number, and other relevant particulars of the fishing vessels which shall be eligible to fish within the area of fisheries jurisdiction of the other Party. The second Party shall thereupon issue licences in a manner commensurate with the possibilities for fishing granted under Article 2 (1) (b).

Article 5

Fishing vessels of one Party shall, when fishing within the area of fisheries jurisdiction of the other Party, comply with the conservation measures, other terms and conditions, and all rules and regulations governing fishing activities in that area. Appropriate advance notice shall be given of any new measures, terms, conditions, rules or regulations.

Article 6

1. Each Party shall take all necessary measures to ensure compliance with the provisions of this Agreement and other relevant regulations by its vessels.
2. Each Party may take within the area of fisheries jurisdiction such measures in conformity with international law as may be necessary to ensure compliance with the provisions of this Agreement by vessels of the other Party.

Article 7

The Parties undertake to cooperate to ensure proper management and conservation of the living resources of the sea, and to facilitate the necessary scientific research in this respect, in particular with regard to:

- (a) stocks occurring within the areas of fisheries jurisdiction of both Parties, with a view to achieving, as far as practicable, harmonization of measures for the regulation of fisheries in respect of such stocks;
- (b) stocks of common interest occurring within the areas of fisheries jurisdiction of both Parties, and in the areas beyond and adjacent to those areas.

Article 8

The Parties agree to consult on questions relating to the implementation and proper functioning of this Agreement, or in the event of a dispute concerning the interpretation or application thereof.

Article 9

This Agreement shall be without prejudice to other existing Agreements concerning fishing by vessels of one Party within the area of fisheries jurisdiction of the other Party.

Article 10

Nothing contained in this Agreement shall affect or prejudice in any manner the views of either Party with respect to any questions relating to the law of the sea.

Article 11

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Economic Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of the Kingdom of Norway.

Article 12

This Agreement shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for this purpose. The Agreement shall, pending its entry into force, be applied provisionally from the date of signature.

Article 13

This Agreement shall remain in force for an initial period of 10 years after the date of its entry into force. In the event of the Agreement not being terminated by either Party through notice of termination given at least nine months before the expiry of that period, it shall remain in force for additional periods of six years duration thereafter, provided that notice of termination has not been given at least nine months before the expiry of any such period.

Article 14

Following the adoption of a convention by the Third United Nations Conference on the Law of the Sea, each Party may request consultations with a view to examining the provisions of this Agreement in the light of the provisions of the said convention.

ANNEX

1. In determining the allotments for fishing under Article 2 (1) (b) of the Agreement, the Parties shall have as their objective the establishment of a mutually satisfactory balance in their reciprocal fisheries relations. Subject to conservation requirements, a mutually satisfactory balance should be based on Norwegian fishing in the area of fisheries jurisdiction of the Community in recent years. The Parties recognize that this objective will require corresponding changes in Community fishing activity in Norwegian waters.
 2. Each Party will take into account the character and volume of the other Party's fishing in its area of fisheries jurisdiction, bearing in mind habitual catches, fishing patterns and other relevant factors.
 3. The Parties will, in pursuance of the objective set forth in paragraph 1, effect a gradual reduction with a view to achieving that objective by 31 December 1982.
-

COUNCIL REGULATION (EEC) No 2215/80
of 27 June 1980
on the conclusion of two Agreements in the form of an exchange of letters between the
European Economic Community and the Government of Canada

THE COUNCIL OF THE EUROPEAN
COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 43 thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament ⁽¹⁾,

Whereas it is in the Community's interest to approve the Agreements in the form of an exchange of letters between the European Economic Community and the Government of Canada concerning the extension of their Agreement on fisheries and concerning salmon fishing,

HAS ADOPTED THIS REGULATION:

Article 1

The Agreement in the form of an exchange of letters between the European Economic Community and the Government of Canada concerning the extension of their Agreement on fisheries and the Agreement in the form of an exchange of letters between the European Economic Community and the Government of Canada concerning salmon fishing are hereby approved on behalf of the Community.

The texts of these Agreements are annexed to this Regulation.

Article 2

The President of the Council shall give the notification provided for in the first Agreement referred to in Article 1 ⁽²⁾.

Article 3

This Regulation shall enter into force on the third day following its publication in the *Official Journal of the European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 27 June 1980.

For the Council

The President

A. SARTI

⁽¹⁾ OJ No C 85, 8. 4. 1980, p. 106.

⁽²⁾ The date of entry into force of the Agreement will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

AGREEMENT

in the form of an exchange of letters between the European Economic Community and the Government of Canada concerning the extension of their Agreement on fisheries

A. *Letter from the European Economic Community*

Sir,

I have the honour to refer to the Agreement on fisheries between the European Economic Community and the Government of Canada, done at Brussels on 28 June 1979.

In order to meet the interests of both the European Economic Community and Canada, I have the honour to propose that the Agreement, as amended below, be valid until 31 December 1980.

With reference to Article V (4) of the Agreement, I have the honour to propose that this provision be amended to read as follows:

'In the event that third party fishing causes a threat to the conservation of the living resources of the waters beyond and adjacent to the areas referred to in Article II, the two Parties agree to take cooperative action to overcome that threat.'

With reference to Article VIII (4) of the Agreement, I have the honour to propose that this provision be amended to read as follows:

'The Parties agree to request that the International Council for the Exploration of the Sea conduct a scientific review of the North Atlantic salmon stocks, pursuant to terms of reference to be developed by the two Parties, and that this review be completed and a report presented by 30 June 1980.'

If this proposal is acceptable to the Government of Canada, I have the further honour to propose that this Note, and your reply to that effect, shall constitute an Agreement between the European Economic Community and the Government of Canada, which shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for this purpose.

I would draw your attention to the fact that this letter will be published in the *Official Journal of the European Communities* in the six official languages of the Community, all versions being equally authentic.

I would be obliged if you would kindly let me know that your Government is in agreement with the foregoing.

Please accept, Sir, the assurance of my highest consideration.

*On behalf of the Council
of the European Communities*

B. *Letter from the Government of Canada*

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

'I have the honour to refer to the Agreement on fisheries between the European Economic Community and the Government of Canada, done at Brussels on 28 June 1979.

In order to meet the interests of both the European Economic Community and Canada, I have the honour to propose that the Agreement, as amended below, be valid until 31 December 1980.

With reference to Article V (4) of the Agreement, I have the honour to propose that this provision be amended to read as follows:

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If this proposal is acceptable to the Government of Canada, I have the further honour to propose that this Note, and your reply to that effect, shall constitute an Agreement between the European Economic Community and the Government of Canada, which shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for this purpose.

I would draw your attention to the fact that this letter will be published in the *Official Journal of the European Communities* in the six official languages of the Community, all versions being equally authentic.

I would be obliged if you would kindly let me know that your Government is in agreement with the foregoing.'

I have the honour to inform you that my Government is in agreement with the contents of your letter.

Please accept, Sir, the assurance of my highest consideration.

For the Government of Canada

AGREEMENT**in the form of an exchange of letters between the European Economic Community and the Government of Canada concerning salmon fishing***A. Letter from the European Economic Community*

Sir,

With reference to the Agreement in the form of an exchange of letters between the European Economic Community and the Government of Canada on fisheries signed on this date and, in particular to Article VIII (3) of the Agreement thereby extended, I have the honour to confirm that for 1980 the agreed annual total catch of Atlantic salmon, west of 44 degrees west longitude, by Community vessels is limited to a maximum of 1 190 tonnes. This amount will be subject to revision by agreement of the two Parties taking into account any new scientific information.

I would draw your attention to the fact that this letter will be published in the *Official Journal of the European Communities* in the six official languages of the Community, all versions being equally authentic.

I would be obliged if you would kindly let me know that your Government is in agreement with the foregoing.

Please accept, Sir, the assurance of my highest consideration.

*On behalf of the Council
of the European Communities*

B. Letter from the Government of Canada

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

'With reference to the Agreement in the form of an exchange of letters between the European Economic Community and the Government of Canada on fisheries signed on this date and, in particular to Article VIII (3) of the Agreement thereby extended, I have the honour to confirm that for 1980 the agreed annual total catch of Atlantic salmon, west of 44 degrees west longitude, by Community vessels is limited to a maximum of 1 190 tonnes. This amount will be subject to revision by agreement of the two Parties taking into account any new scientific information.

I would draw your attention to the fact that this letter will be published in the *Official Journal of the European Communities* in the six official languages of the Community, all versions being equally authentic.

I would be obliged if you would kindly let me know that your Government is in agreement with the foregoing.'

I have the honour to inform you that my Government is in agreement with the contents of your letter.

Please accept, Sir, the assurance of my highest consideration.

For the Government of Canada
