

No. 14664

FRANCE
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND

Arbitration Agreement. Signed at Paris on 10 July 1975

Authentic texts: French and English.

Registered by France on 19 March 1976.

FRANCE
et
ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD

Compromis d'arbitrage. Signé à Paris le 10 juillet 1975

Textes authentiques : français et anglais.

Enregistré par la France le 19 mars 1976.

ARBITRATION AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

The Government of the French Republic and the Government of the United Kingdom of Great Britain and Northern Ireland,

Considering that agreement in principle has been reached between the two Governments on the delimitation of the portion of the continental shelf in the English Channel eastward of 30 minutes west of the Greenwich Meridian appertaining to each of them;

Considering that differences have arisen between the two Governments concerning the delimitation of the portion of the continental shelf westward of 30 minutes west of that Meridian appertaining to each of them which could not be settled by negotiation;

Considering the urgency of settling these differences by a process of arbitration which should result in a speedy decision on the remaining issues in dispute;

Have agreed as follows:

Article 1. 1. The Court of Arbitration (hereinafter called the Court) shall be composed of:

Mr. Paul Reuter, nominated by the French Government,
Sir Humphrey Waldock, nominated by the United Kingdom Government,
Messrs Herbert Briggs, Erik Castren, Endre Ustor.

The President of the Court shall be:

Mr. Erik Castren.

2. Should the President or any other Member of the Court be or become unable to act, the vacancy shall be filled by a new Member appointed by the Government which nominated the Member to be replaced in the case of the two Members nominated by the French and United Kingdom Governments, or by agreement between the two Governments in the case of the President or the remaining two Members.

Article 2. 1. The Court is requested to decide, in accordance with the rules of international law applicable in the matter as between the Parties, the following question:

What is the course of the boundary (or boundaries) between the portions of the continental shelf appertaining to the French Republic and to the United Kingdom and the Channel Islands, respectively, westward of 30 minutes west of the Greenwich Meridian as far as the 1,000 metre isobath?

2. The choice of the 1,000 metre isobath is without prejudice to the position of either Government concerning the outer limit of the continental shelf.

Article 3. 1. The Court shall, subject to the provisions of this Agreement, determine its own procedure and all questions affecting the conduct of the arbitration.

¹ Came into force on 10 July 1975 by signature, in accordance with article 12.

2. In the absence of unanimity, the decisions of the Court on all questions, whether of substance or procedure, shall be given by a majority vote of its Members, including all questions relating to the competence of the Court, the interpretation of this Agreement, and the decision on the question specified in Article 2 hereof.

Article 4. 1. The Parties shall, within fourteen days of the signature of the present Agreement, each appoint an Agent for the purposes of the arbitration, and shall communicate the name and address of their respective Agents to each other and to the Court.

2. Each Agent so appointed shall be entitled to nominate an Assistant Agent to act for him as occasion may require. The name and address of any Assistant Agent so appointed shall be similarly communicated.

Article 5. The Court shall, after consultation with the two Agents, appoint a Registrar and establish its seat at a place fixed in agreement with the Parties. Until the seat has been determined the Court may meet at a place provisionally chosen by the President.

Article 6. 1. The proceedings shall be written and oral.

2. Without prejudice to any question as to burden of proof, the Parties agree that the written proceedings should consist of:

- (a) a Memorial to be submitted by each Party not later than six months after signature of the present Agreement;
- (b) a Counter-Memorial to be submitted by each Party within a time-limit of six months after the exchange of Memorials;
- (c) any further pleading found by the Court to be necessary.

The Court shall have power to extend the time-limits so fixed at the request of either Party.

3. The Registrar shall notify to the Parties an address for the filing of their written pleadings and other documents.

4. The oral hearing shall follow the written proceedings, and shall be held in private at such place and time as the Court, after consultation with the two Agents, may determine.

5. The Parties may be represented at the oral hearing by their Agents and by such Counsel and advisers as they may appoint.

Article 7. 1. The pleadings, written and oral, shall be either in the French or in the English language: the decisions of the Court shall be in both languages.

2. The Court shall, as may be necessary, arrange for translations and interpretations and shall be entitled to engage secretarial and clerical staff, and to make arrangements in respect of accommodation and the purchase or hire of equipment.

Article 8. 1. The remuneration of Members of the Court shall be borne equally by the two Governments.

2. The general expenses of the arbitration shall be borne equally by the two Governments, but each Government shall bear its own expenses incurred in or for the preparation and presentation of its case.

Article 9. 1. When the proceedings before the Court have been completed, it shall transmit to the two Governments its decision on the question specified in Arti-

cle 2 of the present Agreement. The decision shall include the drawing of the course of the boundary (or boundaries) on a chart. To this end, the Court shall be entitled to appoint a technical expert or experts to assist it in preparing the chart.

2. The decision shall be fully reasoned.

3. If the decision of the Court does not represent in whole or in part the unanimous opinion of the Members of the Court, any Member shall be entitled to deliver a separate opinion.

4. Any question of the subsequent publication of the proceedings shall be decided by agreement between the two Governments.

Article 10. 1. The two Governments agree to accept as final and binding upon them the decision of the Court on the question specified in Article 2 of the present Agreement.

2. Either Party may, within three months of the rendering of the decision, refer to the Court any dispute between the Parties as to the meaning and scope of the decision.

Article 11. 1. A Party wishing to carry out, at any time before the Court has rendered its decision on the question specified in Article 2, any activity in a portion of what it considers to be its continental shelf within the area submitted to arbitration shall, subject to the remaining provisions of this Article, obtain the prior consent of the other Party.

2. If such a request for consent is made by one Party the other Party may not withhold its consent for more than one month nor, if it consents within this period, subject its consent to conditions, except on the ground that the proposed activity relates to an area which it intends to claim or might claim as part of its own continental shelf at any stage in the course of the arbitration.

3. The Party withholding consent or subjecting its consent to conditions shall, when notifying the Party making the request, briefly state the grounds upon which it justifies its position.

4. The Party making the request may, if dissatisfied with the justification provided, refer the issue to the Court for a ruling.

5. Without prejudice to paragraph 4, either Party may refer any dispute as to the interpretation or application of this Article to the Court for a ruling.

6. The Court shall give, as soon as possible, a ruling on any issue referred to it pursuant to paragraph 4 or 5, and may order such provisional measures as it considers desirable to protect the interests of either Party.

Article 12. The present Agreement shall enter into force on the date of signature.

IN WITNESS WHEREOF the undersigned, duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at Paris this tenth day of July, 1975, in the French and English languages, both texts being equally authoritative.

For the Government of the French Republic:

*[Signed — Signé]*¹

For the Government of the United Kingdom
of Great Britain and Northern Ireland:

*[Signed — Signé]*²

¹ Signed by G. de Courcel—Signé par G. de Courcel.

² Signed by Edward E. Tomkins—Signé par Edward E. Tomkins.