

**No. 17518**

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**SPAIN  
and  
PORTUGAL**

**Agreement on mutual fisheries relations. Signed at Lisbon  
on 22 September 1978**

*Authentic texts: Spanish and Portuguese.*

*Registered by Spain on 30 January 1979.*

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**ESPAGNE  
et  
PORTUGAL**

**Accord sur les relations mutuelles en matière de pêche.  
Signé à Lisbonne le 22 septembre 1978**

*Textes authentiques : espagnol et portugais.*

*Enregistré par l'Espagne le 30 janvier 1979.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE REPUBLIC OF PORTUGAL AND THE GOVERNMENT OF THE KINGDOM OF SPAIN ON MUTUAL FISHERIES RELATIONS

The Government of the Republic of Portugal and the Government of the Kingdom of Spain,

Having regard to their concern for the rational management, conservation and the optimum utilization of the living resources of the sea in their respective economic zones and the concern of both Governments for the welfare of their coastal communities and for the living resources of the adjacent waters, upon which these communities depend;

Recognizing that the Governments of Portugal and Spain have extended their jurisdiction over the living resources of the waters adjacent to their coast to a distance of 200 miles pursuant to the principles deriving from international law, and that, in accordance with these principles, they exercise within these zones sovereign rights for the purpose of exploring and exploiting, conserving and managing these resources;

Taking into consideration traditional Portuguese and Spanish fishing in the waters of the Atlantic; reaffirming their interest in maintaining and encouraging mutually beneficial co-operation in the conservation and better utilization of the living resources of the sea;

Taking into consideration the work of the third United Nations Conference on the Law of the Sea;

Wishing to promote the methodical development of the Law of the Sea and to establish the terms and conditions that define the framework within which fishing activities of joint interest are to be carried out;

Have agreed as follows:

*Article 1.* 1. In accordance with the provisions of this Agreement, each Contracting Party shall grant licences to fish in its exclusive economic zone to vessels of the other Contracting Party.

2. These licences shall be issued by the competent authorities of the Contracting Party which grants them, to permit the fishing of allotted quotas, as appropriate, as part of the total permitted catch.

*Article 2.* In its exclusive economic zone, each Contracting Party shall determine annually, with possibilities of adjustment when necessary because of unforeseen circumstances:

(a) The total permissible catch for individual stocks of fish or complexes of stocks, taking into consideration the interdependence of these stocks, internationally accepted criteria for the regulation of fishing, including the recom-

<sup>1</sup> Entered into force on 15 January 1979, the date of the latter of the notifications (effected on 11 and 15 January 1979) by which the Contracting Parties informed each other of the completion of their required internal formalities, in accordance with article 13 (1).

mendations of those competent international organizations of which each Contracting Party is a member, and all other relevant factors;

- (b) Its harvesting capacity in respect of such stocks;
- (c) After joint consultations, the allocation of an adequately balanced quota or quotas to the other Contracting Party.

*Article 3.* In order to determine the quota or quotas to be allocated to fishing vessels of the other Contracting Party in accordance with the provisions of article 2 (c), each Contracting Party shall take into consideration all relevant factors, including, *inter alia*, its own interests, the traditional fishing practices of the other Contracting Party and the development of co-operation between the two Governments, in conformity with the provisions of this Agreement, especially with respect to fisheries research and conservation measures.

*Article 4.* Each Contracting Party shall adopt all the necessary measures to ensure that:

- (a) Its citizens and vessels shall abstain from fishing in the economic zone of the other Contracting Party, except under the conditions authorized for this purpose;
- (b) All such citizens and vessels, when fishing, shall fulfil all the terms and conditions established in conformity with this Agreement.

*Article 5.* 1. The competent authorities of each Contracting Party shall inform the competent authorities of the other Contracting Party of the name, registration number, owner's name and other required data for each fishing vessel from which it is proposed to fish the allotted quotas in the economic zone of the other Contracting Party, in accordance with the provisions of article 2 (c).

Such information shall also be given with respect to any auxiliary vessel, of whatever type, and with respect to any vessels serving as supply ships for fishing vessels.

2. Once such information has been received, the Contracting Party shall adopt, in conformity with its legislation, the necessary administrative measures, including the issuing of licences, in order to enable the fishing vessels of the other Contracting Party to fish the quotas it has been assigned.

*Article 6.* 1. When fishing in the exclusive economic zone of the other Contracting Party, the citizens and vessels of each Contracting Party shall comply with the conservation measures and other terms and conditions established by the other Contracting Party and shall be subject to its laws, regulations and administrative measures relating to fishing.

2. Each Contracting Party shall communicate to the other Contracting Party in due time and form all the terms and conditions established in conformity with paragraph 1.

3. The Contracting Parties shall co-operate in the development of mutual fisheries relations, in conformity with the provisions of this Agreement.

*Article 7.* 1. Each Contracting Party shall take appropriate measures to ensure that any citizen or vessel of the other Contracting Party fishing in its economic zone shall comply with the terms and conditions established in conformity with this Agreement.

2. Each Contracting Party shall adopt appropriate measures to ensure that all its citizens and vessels, fishing in conformity with this Agreement in the exclusive economic zone of the other Contracting Party, shall allow and facilitate visits on board and inspection of these vessels by any duly accredited fisheries inspection official of the other Contracting Party, and shall co-operate in any inspection activity that may be undertaken.

*Article 8.* The Contracting Parties undertake to co-operate, without prejudice to compliance with decisions of international organizations to which either of the Contracting Parties may belong, in the field of scientific research aimed at the conservation and development of stocks or groups of stocks common to the exclusive economic zones of both countries. To this end a permanent scientific committee shall be established, composed of biologists from both countries, belonging to the Spanish Oceanographic Institute and the National Institute for Fisheries Research in Portugal.

*Article 9.* The Contracting Parties undertake to co-operate directly or through international organizations of which both Parties are members to ensure the proper conservation of the living resources of the high seas beyond the limits of national fisheries jurisdiction, taking into account their interests in and their fishing communities' dependence on these resources.

*Article 10.* The Contracting Parties recognize that States in whose rivers anadromous stocks originate have the primary interest in and responsibility for such stocks and agree that fishing for anadromous species should not be conducted in waters beyond the limits of the exclusive economic zones. Both Parties shall continue to co-operate for the establishment of permanent multilateral agreements reflecting this position.

*Article 11.* 1. The competent authorities of both Contracting Parties shall undertake yearly bilateral consultations concerning the effectiveness of this Agreement, and these consultations shall take place alternately in the territory of each Party, unless another arrangement is agreed upon.

2. The Contracting Parties shall consider jointly:

- (a) Bearing in mind the development of fisheries relations between the two countries in conformity with the provisions of this Agreement, the possibility of broader bilateral co-operation, including co-operation in such fields as fisheries research, facilities for joint ventures, the training and further training of managerial staff and technicians, the exchange of information and technical personnel, and assistance in the better utilization and industrialization of catches;
- (b) The possibility of adopting measures to guarantee prompt and adequate compensation for any fisheries-related loss or damage;
- (c) The possibility of agreements for the use of the ports of one Party by the vessels of the other for the embarkation or disembarkation of crew members or other persons, or for purposes to be decided upon.

*Article 12.* This Agreement shall not be interpreted in a manner incompatible with compliance with any other existing Agreements between the two Governments, or with existing multilateral Conventions to which both Governments are a party, and shall be without prejudice to the views of either Government on the Law of the Sea.

*Article 13.* 1. This Agreement shall enter into force when the two Contracting Parties communicate that they have completed the formalities required by the internal law of each country.

2. This Agreement shall remain in force for a period of five years from that date. After this initial period, it shall remain in force unless either of the Parties notifies the other of its intention of denouncing the Agreement, in which case it shall expire one year after the day on which such notification is received.

IN WITNESS THEREOF, the representatives of the Spanish and Portuguese Governments, duly authorized, sign this Agreement.

DONE at Lisbon on 22 September 1978 in two original copies, in Spanish and in Portuguese, both texts being equally authentic.

For the Government  
of Portugal:

[Signed]

C. CORREIA GAGO

Minister for Foreign Affairs

For the Government of  
the Kingdom of Spain:

[Signed]

FERNANDO RODRÍGUEZ-PORRERO  
Y DE CHÁVARRI

Ambassador of Spain at Lisbon