

**No. 18743**

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**SPAIN  
and  
EQUATORIAL GUINEA**

**Agreement on co-operation in the field of maritime communications. Signed at Santa Isabel on 24 July 1971**

*Authentic text: Spanish.*

*Registered by Spain on 23 April 1980.*

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**ESPAGNE  
et  
GUINÉE ÉQUATORIALE**

**Accord relatif à la coopération dans le domaine des communications maritimes. Signé à Santa Isabel le 24 juillet 1971**

*Texte authentique : espagnol.*

*Enregistré par l'Espagne le 23 avril 1980.*

[TRANSLATION — TRADUCTION]

## AGREEMENT<sup>1</sup> ON CO-OPERATION IN THE FIELD OF MARITIME COMMUNICATIONS BETWEEN SPAIN AND THE REPUBLIC OF EQUATORIAL GUINEA

The Governments of Spain and the Republic of Equatorial Guinea, inspired by a common desire to preserve, strengthen and ensure co-operation between their peoples, and in implementation of the Basic Agreement on technical co-operation signed at Santa Isabel on 12 October 1969,<sup>2</sup> have decided to conclude the following Agreement on co-operation in the field of maritime communications.

*Article 1.* The two Contracting Parties agree that, as from the date of this Agreement, a monthly shipping service shall be operated by a Spanish shipping company, departing alternately from the Spanish ports on the Bay of Biscay and the Mediterranean, with ports of call in the Republic of Equatorial Guinea to be determined by the two Parties.

The competent Spanish authorities shall study formulas for gradually increasing the existing tariffs in order to reduce their present imbalance in respect of international freightage in view of the need to attenuate the impact of these measures on the import markets of the Republic of Equatorial Guinea.

The vessels of the shipping line referred to in the preceding paragraph shall enjoy the most favourable facilities for port entry, loading and unloading, with a view to ensuring that they remain in port only as long as is necessary to carry out these operations.

*Article 2.* The Government of Spain shall subsidize the company which carries out the service with the amounts needed to offset its deficit.

*Article 3.* In the light of the evolution of the flow of passengers and cargo from Equatorial Guinea to Spain, and vice versa, the enterprise which carries out the service shall assign to this line the vessels which can most appropriately accommodate the flow.

*Article 4.* In order to help solve the problem of inter-provincial traffic, the Spanish Government shall donate, free of charge, the vessel *Romeu* to the Government of Equatorial Guinea, and the latter shall accept it.

*Article 5.* The crew of the donated vessel shall be hired by the authorities of the Republic of Equatorial Guinea, which shall likewise defray all the expenses of maintaining the vessel and of the service.

*Article 6.* This Agreement shall remain in force for one year, although it may be extended by tacit agreement unless one of the Contracting Party denounces it by giving 90 days' notice.

*Article 7.* Either of the Contracting Parties may denounce this Agreement at any time by so notifying the other Party.

The denunciation shall take effect 90 days from the date of such notification.

<sup>1</sup> Came into force provisionally on 24 July 1971, the date of signature, and definitively on 23 September 1971, the date of the last of the notifications by the Contracting Parties to each other that the necessary constitutional formalities had been fulfilled, in accordance with article 8.

<sup>2</sup> See p. 239 of this volume.

*Article 8.* This Agreement shall enter into force provisionally at the time of its signature, and definitively when each of the Contracting Parties notifies the other that the necessary constitutional formalities have been completed.

DONE in two copies at Santa Isabel de Fernando Póo on 24 July 1971.

For the Government  
of Spain:

[*Signed*]

ALBERTO LÓPEZ HERCE  
Ambassador of Spain

For the Government  
of the Republic of Equatorial Guinea:

[*Signed*]

JESÚS-ALFONSO OYONO ALOGO  
Minister for Public Works,  
Housing and Transport

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