

No. 20700

**SWEDEN
and
POLAND**

**Agreement on fisheries. Signed at Warsaw on 1 February
1978**

Authentic text: English.

Registered by Sweden on 26 January 1982.

**SUÈDE
et
POLOGNE**

Accord relatif à la pêche. Signé à Varsovie le 1^{er} février 1978

Texte authentique : anglais.

Enregistré par la Suède le 26 janvier 1982.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF SWEDEN AND THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC ON FISHERIES

The Government of Sweden and the Government of the Polish People's Republic,

Reaffirming their common desire to ensure the conservation of the living resources of the sea, in particular the living resources of the waters of the area of the Convention on Fishing and Conservation of the Living Resources in the Baltic Sea and the Belts, done at Gdansk on 13 September, 1973,² and to maintain the most rational management and exploitation of these resources;

Taking into account the work of the United Nations Third Conference on the Law of the Sea³ and desiring to contribute to an orderly development of the law of the sea as the basis of their mutual relations in the field of fisheries;

Having regard to the extension by Sweden and the Polish People's Republic of their fisheries jurisdiction in the Baltic Sea from 1 January, 1978;

Taking into account the habitual fishing of each Contracting Party in the area of fisheries jurisdiction of the other Contracting Party and desiring to minimize now and in the future the consequences for such fishing caused by the extension of the fisheries jurisdiction of the Contracting Parties;

Guided by the permanent aspiration to develop and strengthen friendship and co-operation between them,

Have agreed as follows:

Article I. Each Contracting Party shall allow fishing vessels of the other Contracting Party to fish within its area of fisheries jurisdiction in the Baltic Sea beyond twelve nautical miles from the baselines from which the territorial sea is measured, on the terms and conditions set out in this Agreement.

Article II. Each Contracting Party shall determine annually for its area of fisheries jurisdiction the total allowable catch for individual stocks or complexes of stocks, taking into account the interdependence of stocks, the best available scientific data, the recommendations of the Baltic Sea Fishery Commission and other relevant factors.

Article III. 1. Each Contracting Party shall determine annually, after consultations with the other Contracting Party, allotments for fishing vessels of that Contracting Party and the areas within which these allotments may be fished. Such allotments shall be subject to adjustment when necessary to meet unforeseen circumstances, in particular the need for emergency conservation measures based on the best available scientific evidence.

2. During the period ending on 31 December, 1979, each Contracting Party shall, when determining the allotments for fishing vessels of the other Contracting

¹ Applied provisionally from 1 February 1978, the date of signature, and came into force definitively on 23 August 1978 by the exchange of the instruments of ratification, which took place at Stockholm, in accordance with article X (1).

² United Nations, *Treaty Series*, vol. 1090, p. 54.

³ *Ibid.*, vol. 1295, No. I-21417.

Party, take into account the habitual fishery of the other Contracting Party in the area and other relevant factors.

3. After the date referred to in paragraph 2, each Contracting Party shall determine for the fishing vessels of the other Contracting Party such allotments

- a) As are necessary to balance its fishing rights in the area of fisheries jurisdiction of the first-mentioned Contracting Party, or
- b) As may be granted in accordance with Article IV of this Agreement.

Article IV. Whenever a determination by a Contracting Party of the total allowable catch under Article II of this Agreement shows that this catch exceeds the harvesting capacity of that Contracting Party, fishing vessels flying the flag of the other Contracting Party may be admitted to participate in fishing for an allotment of such surplus quantities, on terms and conditions established by the first-mentioned Contracting Party after appropriate consultations, taking into account the needs of the other Contracting Party and other relevant factors.

Article V. 1. Fishing vessels of one Contracting Party shall, when fishing within the area of fisheries jurisdiction of the other Contracting Party in accordance with this Agreement, comply with the conservation measures and other terms and conditions established for such fisheries, and shall be subject to the laws and regulations of that Contracting Party in respect of fisheries.

2. The fishing vessels of each Contracting Party shall daily enter relevant data on fishing ground, fishing effort and catch in log-books which shall at all times during passage in the area of fisheries jurisdiction of the other Contracting Party be available for inspection. Each fishing vessel shall report by radio about the commencement and completion of fisheries within the area of fisheries jurisdiction of the other Contracting Party as well as about other relevant matters in such a manner and at such a time as may be prescribed by that Contracting Party. The appropriate authority of each Contracting Party shall furnish to the appropriate authority of the other Contracting Party detailed reports on catch, fishing time and other pertinent information in such a manner and at such a time as may be prescribed by that Contracting Party. The provisions of this paragraph shall be without prejudice to paragraph 1.

3. In the case of the establishment of new laws, regulations or conditions of special importance to the fisheries of the other Contracting Party, appropriate advance notice shall be given.

Article VI. 1. The competent authorities of each Contracting Party shall notify to the competent authorities of the other Contracting Party the name, registration number, the gear proposed to be used and other relevant particulars as well as the name of the master of any fishing vessel of the first-mentioned Contracting Party which intends to fish within the area of fisheries jurisdiction of the other Contracting Party pursuant to Article I. Such notification shall also be given for any supply and support vessels specifically accompanying such fishing vessels.

2. The competent authorities of each Contracting Party shall issue appropriate licences to each fishing vessel of the other Contracting Party which is admitted to such fisheries. Such licences shall not be subject to fees.

Article VII. 1. Each Contracting Party shall ensure compliance by its vessels with the provisions of this Agreement and other relevant regulations.

2. Each Contracting Party may take within its area of fisheries jurisdiction such measures, in conformity with international law, as may be necessary to ensure the compliance of vessels flying the flag of the other Contracting Party with the provisions of this Agreement.

Article VIII. The Contracting Parties undertake to co-operate directly and through appropriate international organizations to ensure proper management and conservation of the living resources of the sea, in particular with regard to stocks occurring within the area of the Convention on Fishing and Conservation of the Living Resources in the Baltic Sea and the Belts, done at Gdansk on 13 September, 1973.

Article IX. 1. As from the date of the entry into force of this Agreement, the Agreement of 9 December, 1975 between the Government of the Kingdom of Sweden and the Government of the Polish People's Republic on the mutual granting of fishing rights within their sea fishery zones shall no longer be in force.

2. This Agreement shall be without prejudice to other existing agreements between the two Contracting Parties or to existing multilateral conventions to which the two Contracting Parties are party. Nor shall it prejudice the view of either Contracting Party with regard to the law of the sea.

Article X. 1. This Agreement is subject to ratification and shall enter into force on the date of the exchange of the instruments of ratification, which shall take place at Stockholm as soon as possible. The Agreement shall be applied provisionally from the date of its signature.

2. This Agreement shall remain in force until 31 December, 1987. In the event of the Agreement not being terminated by either Contracting Party by notice at least twelve months before this date, it shall remain in force for further periods of six years, unless notice of termination is given twelve months before the expiry of any such six-year period.

DONE at Warsaw on February 1, 1978 in two copies in the English language.

For the Government of Sweden:

[Signed]

CARL JOHAN RAPPE

For the Government
of the Polish People's Republic:

[Signed]

EDWIN WIŚNIEWSKI
