

No. 23011

**SPAIN
and
SENEGAL**

**Agreement on maritime fishing (with annexes). Signed at
Dakar on 16 February 1982**

Authentic texts: Spanish and French.

Registered by Spain on 23 July 1984.

**ESPAGNE
et
SÉNÉGAL**

**Accord dans le domaine des pêches maritimes (avec annexes).
Signé à Dakar le 16 février 1982**

Textes authentiques : espagnol et français.

Enregistré par l'Espagne le 23 juillet 1984.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON MARITIME FISHING BETWEEN THE GOVERNMENT
OF THE REPUBLIC OF SENEGAL AND THE GOVERNMENT OF SPAIN

The Government of the Republic of Senegal and the Government of Spain,
Having regard to the close ties existing between Spain and Senegal,

Considering their common interest in the rational management, conservation and optimum utilization of the fish stocks in the east central Atlantic in particular,

Considering that the State of Senegal exercises sovereignty or jurisdiction over the 200 nautical miles extending seawards from its coast, particularly in the matter of maritime fishing,

Affirming that coastal States must, in waters subject to their jurisdiction, exercise their sovereign rights for the purpose of exploring, exploiting, conserving and managing biological resources in accordance with the principles of international law and the provisions of the Maritime Fishing Code of Senegal,

Being resolved to base their relations on reciprocal trust and respect for their mutual interests in the field of maritime fishing,

Desiring to establish the terms and conditions for fishing activities of common interest to both Parties,

Have agreed as follows:

Article 1. The aim of this Agreement is to establish the principles and rules which shall in future govern the overall conditions for fishing by vessels flying the Spanish flag (hereinafter referred to as Spanish vessels) in waters subject to the sovereignty or jurisdiction of the Republic of Senegal (hereinafter referred to as the fishing zone of Senegal).

Article 2. The Government of the Republic of Senegal undertakes to authorize Spanish vessels to fish in the fishing zone of Senegal under the terms of this Agreement and its annexes.

Article 3. The Government of Spain undertakes to take all appropriate steps to ensure that its vessels shall respect the provisions of this Agreement and the regulations currently in force governing fishing activities in the fishing zone of Senegal.

The Senegalese authorities shall notify the Spanish authorities in advance of any change in the said regulations.

Article 4. The exercise of fishing activities in the fishing zone of Senegal by Spanish vessels shall be subject to the possession of a licence issued by Senegalese authorities.

The Senegalese authorities shall issue fishing licences at the request of the Government of Spain and on the conditions specified in annex 1. Such licences shall be valid in the zones specified in that annex with reference to the activity and type of vessel concerned.

Licences shall be issued annually for a specific boat and are not transferable.

¹ Came into force on 22 March 1984, the date on which the Parties notified each other of the completion of the required internal procedures, in accordance with article 16.

Article 5. The licence fees for vessels working with towed gear (shrimp boats, trawlers) shall be paid by the shipowners and the licences shall be issued upon presentation of a receipt of payment.

The fees for such licences are indicated in annex 1.

Payment for such licences shall be made in full at the time they are issued and validated, except in the case of wet fish trawlers, where payment shall be made as specified in annex 1, section B(5).

In the case of licences for tuna boats, there shall be a final calculation of the amount of the fees which shall be based on the quantity of fish caught in Senegalese waters at the end of the fishing season, in accordance with the Senegalese laws in force.

Article 6. In return for the fishing opportunities granted under this Agreement, the Spanish Government shall guarantee payment to the Government of Senegal of the contributions payable by shipowners in the Spanish fishery sectors concerned, as indicated in annex 1.

Article 7. With a view to providing greater access to the Spanish market for Senegalese fish products, primarily deepwater prawns, and at the request of the Senegalese Party, the Spanish Party undertakes to issue as quickly as possible and on non-discriminatory terms import licences for fish products from Senegal, as well as any other administrative authorizations required for such operations.

Article 8. All vessels authorized to fish in Senegalese waters under the terms of this Agreement shall be required to submit to the Spanish Department of Fisheries a declaration of catch, which shall be sent quarterly, or in any case before four months have elapsed, to the Senegalese Department of Oceanography and Maritime Fisheries.

In cases of failure to comply with this provision, the Government of Senegal reserves the right to suspend the licences of the offending vessels until they have completed the formality in question. Furthermore, the provisions of article 49 of the Maritime Fishing Code, relating to declarations of catch, shall be applied.

Article 9. The two Governments, desiring to strengthen their co-operation in the field of scientific and technical research, agree as follows: two surveys per year, each lasting 20 days, shall be conducted to evaluate by means of trawling the stocks of deepwater prawns and hake (*Merluccius (sp.)*).

These surveys shall be financed entirely by the Spanish Party, with the exception of the salaries of the participating Senegalese researchers.

With a view to conducting these surveys, the Spanish Government shall provide a trawler of approximately 300 gross registered tons (GRT). The gear and equipment needed and the specific research programme shall be determined by a working group composed of experts from research institutes of the two countries.

These research institutes shall jointly carry out the programme thus determined.

Transport and subsistence costs in Spain for the Senegalese experts taking part in the surveys shall be borne by the Spanish Party.

Article 10. The Parties undertake to confer together directly or within the framework of international organizations with a view to ensuring the management and conservation of the biological resources of the east central Atlantic in particular and facilitating scientific research to that end.

Article 11. In cases where the dynamics of a stock reflect major changes which have been analysed and verified by experts of both countries, the two Parties shall confer with each other before applying any conservation measures.

Any assessment of the situation shall take into account the fishing efforts, by species, of other countries.

Any modification of the fishing opportunities provided for in this Agreement and its annexes shall entail compensation.

Article 12. A Joint Commission shall be established to supervise the proper application of the provisions of this Agreement. This Commission shall meet once a year, alternately in Spain and in Senegal.

It may also meet in special session at the request of one of the Parties, as communicated through the diplomatic channel.

Article 13. Disputes arising from the application or interpretation of this Agreement shall be settled by consultations between the two Parties. Such consultations shall be held at the diplomatic level or within the framework of the Joint Commission referred to in article 12.

If there is disagreement after the conclusion of such consultations, the two Parties shall have recourse to the arbitration procedure indicated below.

Within two months of the date on which either Party has formally requested arbitration of a dispute in accordance with this Agreement, each Party shall appoint one member of an arbitral tribunal and, within three months of that same date, the two members so appointed shall choose, by mutual agreement and on behalf of the two Parties, a national of a third State as the third member of the tribunal.

The Party requesting arbitration shall, when it presents its statement of claim, submit an account of the grievances and of the grounds invoked. Decisions of the arbitral tribunal shall be taken by a majority vote on the basis of the provisions of this Agreement and other rules of international law. Its decisions shall be binding on the Parties.

Each Party shall bear one half of the cost of the arbitration.

Article 14. The annexes are an integral part of this Agreement and, unless otherwise specified, any reference to this Agreement shall constitute a reference to its annexes.

Article 15. This Agreement is concluded for an initial period of two years from the date of its entry into force. If the Agreement is not terminated by one of the Parties upon notice of six months before the date of expiry of this two-year period, it shall remain in force for successive periods of one year, unless notice of termination is given at least three months before the date of expiry of a given one-year period.

In the case of termination, the two Parties agree to meet during the period in which this Agreement remains in force with a view to negotiating a possible new agreement.

Article 16. This Agreement shall enter into force on the date on which the Parties notify each other that the respective domestic procedures required for this purpose has been completed.

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

DONE at Dakar on 16 February 1982, in duplicate in the Spanish and French languages, both texts being equally authentic.

For the Government
of Spain:

[Signed]

MIGUEL DE ALDASORO
Assistant Secretary of Fisheries

For the Government
of the Republic of Senegal:

[Signed]

ROBERT SAGNA
State Secretary of Maritime Fisheries

ANNEX 1 TO THE AGREEMENT ON MARITIME FISHING BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE REPUBLIC OF SENEGAL

The Parties to this annex,

Having regard to the Agreement on maritime fishing between the Government of Spain and the Government of the Republic of Senegal, in particular articles 2, 3, 4, 5 and 6,

Have agreed as follows:

A. *Authorized tonnages:*

—In the case of freezer shrimp boats, 15 vessels with a maximum tonnage of 3,800 GRT. However, fishing opportunities may be granted to 24 other shrimp boats with a maximum overall tonnage of 6,200 GRT, on the conditions specified in section F.1.1;

—In the case of tuna boats, a maximum of 45,900 GRT, or 46 vessels;

—In the case of wet fish trawlers, a maximum of 6,400 GRT, or 20 vessels;

—In the case of longliners, 1,130 GRT, or 10 vessels,

according to the procedures specified in annex 2 of the Agreement.

B. *Fees and procedures for obtaining and issuing licences*

The procedures for obtaining and issuing annual licences authorizing trawlers flying the Spanish flag to fish in Senegalese waters are as follows:

(1) The competent authorities of Spain must submit to the competent Senegalese authorities (State Secretariat of Maritime Fisheries (SEPM)) an application for each vessel wishing to fish under the terms of this Agreement. Application shall be made on the form provided for the purpose by the Government of Senegal, a model of which is appended to this annex.

(2) The licence fees for vessels working with towed gear (shrimp boats, trawlers) shall be computed on the basis of the following amounts per gross register ton per year:

—21,250 CFA francs for freezer vessels;

—9,375 CFA francs for wet fish vessels.

(3) Payment for licences may be made once this Agreement has been signed and the Spanish Administration has provided a list of vessels engaged in each of the four types of fishing.

(4) At the end of the fishing season, tuna boats shall pay an assessed fee of 6 CFA francs per kilogram of fish caught in Senegalese waters.

(5) Payment of licence fees for freezer shrimp trawlers shall be made annually. The payment of fees for wet fish trawlers shall be made in two instalments of 50 per cent each. The second instalment shall be payable three months after the first.

(6) In the case of licences issued between the date of entry into force of this Agreement and the following 31 December and of licences issued in the circumstance referred to in paragraph 7 below, the fees shall be prorated on the basis of the period of validity.

(7) In the case where a vessel which has obtained a licence is unable to make use of it as a result of *force majeure* or serious financial difficulties on the part of the shipowner, the licence may, at the request of the Spanish Party, be assigned to another vessel of the same category.

C. *Senegalese personnel serving on Spanish vessels*

a. Vessels authorized to fish in Senegalese waters under the terms of the Agreement on maritime fishing shall be required to take on registered Senegalese seamen comprising up to 33 per cent of their crews. Senegalese personnel with the following professional ranks are currently available:

(a) First mate of a vessel of up to 300 GRT;

(b) Second engineer of a vessel of up to 800 horsepower;

(c) Navigating officer in charge of a watch of a vessel of up to 500 GRT;

(d) Engineer officer in charge of a watch of a vessel of up to 3,500 horsepower;

(e) Boatswain of a vessel of up to 300 GRT;

- (f) Seaman;
- (g) Greaser;
- (h) Galley boy and cook.

In the case of freezer and wet fish tuna boats, the requirement to take on seamen shall be applied in the aggregate, taking into account how intensively the vessels fish in the fishing zone of Senegal and how many personnel they employ who are nationals of other countries whose grounds are frequented by the tuna fleet.

b. Observers.

One of the Senegalese crew members shall be designated to act as an observer on board each shrimp boat and each wet fish trawler. The master of the vessel shall be required to authorize him, in that capacity, to consult the ship's papers and allow him to perform his work as an observer.

D. Mesh sizes of nets and fishing zones

Freezer shrimp trawlers and wet fish trawlers shall be authorized to fish, beyond the limit of the first 12 nautical miles of the waters under Senegalese jurisdiction, from the Senegalese-Mauritanian frontier to a point situated at latitude 14°27' N. and, beyond a distance of 25 nautical miles, from that point to the frontier between Senegal and Guinea-Bissau.

Freezer tuna boats shall be authorized to fish in the entire length and breadth of the waters under Senegalese jurisdiction.

Wet fish trawlers must use nets with a stretched mesh of 60 mm. It shall be unlawful to keep prawn-fishing gear on board wet fish trawlers, or to keep traps, rods and lines, and longlines on shrimp boats and wet fish trawlers.

E. Landing of catch

Spanish vessels in the tuna-fishing sector shall be required to land the equivalent of 123 tons of tuna per boat per year, according to a schedule and pricing system to be established quarterly by negotiation between the commercial operators of the two countries.

F. Amount of contributions, terms of mobilization of contributions and arrangements in exchange

1. Amount of contributions

The contributions payable by vessels in the various fisheries sectors in return for the shipping opportunities granted under the Agreement on maritime fishing shall be as follows:

1.1. Freezer shrimp boats

(a) Each of the 15 shrimp boats licensed for the full duration of the Agreement shall pay a quarterly contribution of 6,201,923 CFA francs, or 93,028,845 CFA francs for all 15 vessels;

(b) Each of the 24 other shrimp boats shall pay a quarterly contribution of 7,752,404 CFA francs. Vessels in this category must announce 15 days before the beginning of each quarter if they wish to fish in Senegalese waters. Beyond this time limit, applications shall no longer be accepted.

1.2. Wet fish trawlers: 88,461,538 CFA francs.

1.3. Freezer tuna boats: 315 million CFA francs for 42 vessels and 7.5 million CFA francs for each additional tuna boat up to a maximum of 46 vessels.

2. Terms of mobilization

2.1. Payments shall be made before the end of the first month of each quarter. Shipowners shall be charged an additional late-payment penalty of one-tenth of one per cent per day of late payment.

2.2. The contributions referred to in the preceding paragraph shall be paid by the Spanish commercial operators, with the guarantee of their Government:

- In the amount of two thirds to the account of the General Treasury of Senegal;
- In the amount of one third to the State Secretariat of Maritime Fisheries.

G. Economic and technical co-operation

The Spanish Government shall make available to the State Secretariat of Maritime Fisheries a total amount in pesetas equal to 150 million CFA francs for the purchase of an outfitted training ship as well as a sum of 21 million pesetas or 63 million CFA francs for the total duration of the Agreement as a contribution to the Senegalese observer programme. These 63 million CFA francs shall be paid in two annual instalments. In the case of any additional vessel which may be authorized to fish, the full wages of the observer shall be paid by the shipowner.

DONE at Dakar on 16 February 1982, in duplicate in the Spanish and French languages, both texts being equally authentic.

For the Government
of Spain:

[Signed]

MIGUEL DE ALDASORO
Assistant Secretary of Fisheries

For the Government
of the Republic of Senegal:

[Signed]

ROBERT SAGNA
State Secretary
of Maritime Fisheries

ANNEX 2 ON LONGLINE FISHING

Given the experimental nature of fishing by Spanish longliners in waters under Senegalese jurisdiction, the two Parties agree to convene as soon as possible a technical meeting with the participation of representatives of the fleet in question, with a view to defining the procedures under which such fishing may be conducted during the first year in which the Agreement is in force.

At the first meeting of the Joint Commission provided for in the Agreement, the two Parties shall review these procedures in the light of information gathered by the Spanish authorities and by the Dakar-Thiaroye Oceanographic Research Centre.

DONE at Dakar, in duplicate in the Spanish and French languages, both texts being equally authentic.

For the Government
of Spain:

[Signed]

MIGUEL DE ALDASORO
Assistant Secretary of Fisheries

For the Government
of Senegal:

[Signed]

ROBERT SAGNA
State Secretary
of Maritime Fisheries