

No. 24822

**CHINA
and
GUINEA-BISSAU**

Agreement on co-operation in fishing (with annexed contract of co-operation). Signed at Beijing on 28 August 1984

Authentic texts: Chinese and Portuguese.

Registered by China on 1 June 1987.

**CHINE
et
GUINÉE-BISSAU**

Accord de coopération dans le domaine de la pêche (avec contrat de coopération annexé). Signé à Beijing le 28 août 1984

Textes authentiques : chinois et portugais.

Enregistré par la Chine le 1^{er} juin 1987.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE PEOPLE'S
REPUBLIC OF CHINA AND THE GOVERNMENT OF THE RE-
PUBLIC OF GUINEA-BISSAU ON CO-OPERATION IN FISHING

The Government of the People's Republic of China (hereinafter referred to as the Chinese Party) and the Government of the Republic of Guinea-Bissau (hereinafter referred to as the Guinean Party), desiring to establish co-operation in fishing and to promote the development of friendly relations between the two countries on the basis of respect for the sovereignty of both countries and in accordance with the principles of international law, have agreed as follows:

Article 1. The two Parties undertake to define the projects of co-operation in fishing in the light of the possibilities of each Party.

The two Parties agree to carry out their co-operation activities on the basis of equality, advantages and mutual benefits.

Article 2. Under this Agreement the two Parties undertake to develop the following forms of co-operation in industrial fishing:

1. The Guinean party shall, by granting fishing licences, authorize Chinese fishing vessels to fish in the Exclusive Economic Zone of the Republic of Guinea-Bissau.

The two Parties shall conclude contracts each year in order to lay down the conditions for granting licences. Annual licences shall be granted under a preferential régime which shall not be inferior to the régime granted to the other most-favoured nations.

2. The two Parties undertake to form a joint industrial fishing company when they consider that the requirements for establishing a joint-venture enterprise are fulfilled.

Article 3. Under this Agreement the two Parties undertake to develop the following forms of co-operation in non-industrial fishing:

1. The Chinese Party shall provide equipment, financing and managerial technical personnel to assist the Guinean Party:

- In building small motorized fishing boats;
- In organizing and supporting technically and operationally a Guinean fishing fleet to be established for carrying out semi-industrial fishing activities.

2. The Chinese Party shall send managerial technical personnel to render technical services, thus helping the Guinean Party to train its technical fishing personnel.

¹ Came into force on 1 January 1985, in accordance with article 8.

Article 4. Under this Agreement the two Parties pledge to develop the following forms of co-operation in scientific fishing research, technical training and establishing fishing ports:

1. The Chinese Party shall send specialists in oceanographic biology and provide the equipment necessary for setting up a scientific laboratory in the Republic of Guinea-Bissau.

2. The Chinese Party shall assist the Republic of Guinea-Bissau in studying and formulating regulations for monitoring and protecting the fishery resources of its Exclusive Economic Zone.

3. The Chinese Party shall assist the Republic of Guinea-Bissau in studying and improving the state of its fishing ports by supplying gear for unloading catches and by training its technical operational personnel.

Article 5. The specific functions, qualifications, responsibilities and conditions including responsibilities as regards the payment of costs for each co-operation project under this Agreement, shall be explained one by one by the competent authorities of the two Parties through consultation in relevant implementation contracts or agreements to be signed.

Article 6. In order to ensure proper implementation of this Agreement, the two Parties shall agree to establish a Joint Commission on Fishing Co-operation for the purpose of evaluating implementation of this Agreement, studying and determining the various co-operation activities to be carried out.

In order to co-ordinate activities under this Agreement, each party shall also appoint a representative to forge ahead, by exchanging messages, with the consultations and definition of the co-operation activities and other relevant matters. When required, and with the consent of the two Parties, meetings of the Joint Commission may be convened for the purpose of discussing matters relevant to implementation of this Agreement. With effect from the third year, the Joint Commission shall meet each year alternately in the People's Republic of China and the Republic of Guinea-Bissau.

Article 7. The specific provisions of the co-operation projects agreed upon by the two Parties shall be set forth in the annexes appended to this Agreement. The new co-operation projects shall be agreed upon by the representatives of the two Parties through an exchange of messages, and their respective agreements or contracts shall likewise be appended as annexes to this Agreement.

Article 8. This Agreement shall enter into force on 1 January 1985 for a five-year period which may be tacitly extended for successive two-year periods provided that six months prior to its expiry no denunciation of this Agreement has been notified in writing through the diplomatic channel by either of the two Contracting Parties.

DONE at Beijing on 28 August 1984, in two copies, in the Chinese and Portuguese languages, both texts being equally authentic.

For the Government
of the People's Republic of China:

[Illegible]

For the Government
of the Republic of Guinea-Bissau:

[Illegible]

CONTRACT OF CO-OPERATION BETWEEN THE GENERAL CORPORATION FOR HIGH-SEA FISHING OF THE PEOPLE'S REPUBLIC OF CHINA AND THE DEPARTMENT OF FISHING OF THE REPUBLIC OF GUINEA-BISSAU

Article 1. This Contract was discussed and defined in accordance with article 3 of the Agreement between the Government of the People's Republic of China and the Government of the Republic of Guinea-Bissau on co-operation in fishing and with article 10 of the Protocol of Agreement between the Department of Fishing of the Republic of Guinea-Bissau (hereinafter referred to as the Guinean Party) and the General Corporation for High-Sea Fishing of the People's Republic of China (hereinafter referred to as the Chinese Party) in matters of non-commercial fishing.

Article 2. The Chinese Party undertakes to build in the Republic of Guinea-Bissau 6 (six) semi-industrial-type wooden fishing boats for the Guinean Party.

The measurements and main characteristics of the boats to be built shall be as follows:

Length23-25 metres
Breadth4.9 metres
Water line1.45 metres
Gross tonnage90 tons
Gross capacity60 tons
Liquid capacity38 tons
Main motive power	..135 HP
Projected speed8 knots
Automatic navigation	15 days
Crew12 men
Wind resistance8° (17.2-20.7 m/s)

Article 3. In accordance with article 2 of this Contract, the Guinean Party undertakes to provide the following:

- 110 m³ of wood in the rough for building each boat, including 50 m³ of "hard" wood and 60 m³ of "soft" wood;
- An appropriate site with all the facilities needed for shipbuilding and a stockroom for storing and maintaining materials;
- 40 workmen, consisting of 20 skilled carpenters and 20 assistants;
- If need be, the Chinese Party may make use of existing infrastructures, such as the Brá shipyard and engineering shop.

The Chinese Party undertakes to provide the following:

- The engine-axle system, fishing gear, electric and communication equipment, fire-fighting and life-saving equipment and anchors, navigational instruments and equipment for avoiding collisions between vessels;
- 26 workmen, including engineers, managers and craftsmen.

Article 4. The building period shall be 12 months, divided into three equal parts, each of which shall be spent on building 2 (two) boats.

In accordance with article 3 of this Contract and with a view to establishing all the conditions required for starting the work, the two Parties undertake to make their respective preparations.

The Chinese Party shall send an advance team to the Republic of Guinea-Bissau in March 1985.

The actual work shall be scheduled to start in May of the same year.

Article 5. In accordance with article 3 of this Contract, the Guinean Party shall defray such costs as are relevant to its assumed responsibilities.

The Chinese Party shall guarantee financing in respect of its assumed responsibilities by granting credit to the Guinean Party.

The estimated price of each boat shall be \$60,000 (sixty thousand United States dollars).

Article 6. The arrangements for the sailors, technical personnel and personnel for repairing and maintaining the fishing boats who are to be sent by the Chinese Party to the Republic of Guinea-Bissau shall be discussed and detailed in annexes to be prepared and appended to this Contract.

Article 7. In accordance with article 4 of the Protocol of Agreement on non-industrial fishing, the two Parties undertake to discuss and determine the credit terms and repayment procedures.

Article 8. Matters not included in this Contract shall be detailed in annexes appended hereto.

Article 9. This Contract shall enter into force on the day of its signature.

DONE at Beijing on 28 August 1984, in two copies, in the Chinese and Portuguese languages, both texts being equally authentic.

For the General Corporation for High-Sea
Fishing of the People's Republic of China:

[Illegible]

For the Department of Fishing of
the Republic of Guinea-Bissau:

[Illegible]