

**No. 24629**

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**CANADA  
and  
FRANCE**

**Arbitration Agreement concerning the application of the  
Agreement on mutual fishing relations between Canada  
and France. Signed at Paris on 23 October 1985**

*Authentic texts: English and French.*

*Registered by Canada on 20 February 1987.*

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**CANADA  
et  
FRANCE**

**Compromis d'arbitrage dans l'application de l'Accord relatif  
aux relations réciproques en matière de pêche entre le  
Canada et la France. Signé à Paris le 23 octobre 1985**

*Textes authentiques : anglais et français.*

*Enregistré par le Canada le 20 février 1987.*

ARBITRATION AGREEMENT<sup>1</sup>

The Government of Canada and the Government of the French Republic (hereinafter “the Parties”);

Considering the Agreement between Canada and France on their Mutual Fishing Relations, signed at Ottawa on March 27, 1972<sup>2</sup> (hereinafter “the Agreement”);

Whereas a dispute has arisen between the Parties concerning the application of the Agreement;

Whereas the Parties have decided to refer this dispute to arbitration pursuant to Article 10 of the Agreement;

Have agreed as follows:

*Article 1.* 1. An arbitral tribunal (hereinafter “the Tribunal”) is established, composed of Donat Pharand, expert nominated by the Government of Canada, Jean-Pierre Quéneudec, expert nominated by the Government of the French Republic, and a third expert, Paul de Visscher, who shall act as Chairman of the Tribunal.

2. If the expert nominated by the Government of Canada is unable to act, the Government of Canada shall promptly nominate another expert to replace him. If the expert nominated by the Government of the French Republic is unable to act, the Government of the French Republic shall promptly nominate another expert to replace him. If the third expert is unable to act, the two Governments shall promptly agree on a replacement, who shall not be a national of either Party.

*Article 2.* Ruling in accordance with international law, the Tribunal is requested to adjudicate the dispute between the Parties in respect of filleting within the Gulf of St. Lawrence by the French trawlers referred to in Article 4(b) of the Agreement between Canada and France on their Mutual Fishing Relations of March 27, 1972.

*Article 3.* Immediately following its constitution and after consulting the Parties, the Tribunal shall designate a Registrar.

*Article 4.* 1. Within thirty days of the signing of this Agreement, each Party shall designate an agent who will represent it before the Tribunal and shall communicate the name and address of the agent so designated to the other Party and to the Registrar.

2. Each agent so designated may nominate a deputy to act for him where necessary and may be assisted by such counsel, experts and staff as he deems necessary. The name and address of the deputy so nominated will be communicated in the same manner as that of the agent.

*Article 5.* 1. The Tribunal is properly constituted only if all members are present.

2. Subject to the provisions of this Agreement, or unless otherwise agreed by the Parties, the procedure of the Tribunal shall be governed by Articles 67 to 78 of the 1907 Convention for the Pacific Settlement of International Disputes.<sup>3</sup> Except as otherwise provided, the Tribunal shall determine its own procedure and all questions relating to the conduct of the arbitration.

3. All decisions of the Tribunal shall be made by a majority.

<sup>1</sup> Came into force on 23 October 1985 by signature, in accordance with article 11.

<sup>2</sup> United Nations, *Treaty Series*, vol. 862, p. 209.

<sup>3</sup> Bevans, *Treaties and Other International Agreements of the United States of America 1776-1949*, volume 1, Multilateral 1776-1917 (Department of State Publication 8407, 1968), p. 577.

*Article 6.* 1. Without prejudice to any question relating to the burden of proof, the proceedings before the Tribunal shall comprise two phases, one written and the other oral.

2. The written pleadings shall consist of:

- (a) A memorial to be submitted by each Party to the other Party and to the Registrar on February 22nd 1986;
- (b) A counter-memorial to be submitted by each Party to the other Party and to the Registrar two months after the submission of memorials;
- (c) Any further pleading the Tribunal deems necessary.

3. The oral proceedings shall commence six weeks after the submission of counter-memorials.

4. The Tribunal may extend any of these time limits by a maximum of 15 days, at the request of either Party or on its own initiative.

5. The Registrar shall notify the Parties of an address for the filing of their written pleadings and of any other documents.

6. Each Party shall consult the other Party prior to introducing into evidence or argument any diplomatic or other confidential correspondence between Canada and France. Neither Party shall invoke in support of its own position or to the detriment of the position of the other Party:

- (a) Proposals or counter-proposals made with a view to concluding this Agreement or any interim arrangement to be applied pending the award of the Tribunal;
- (b) Any such interim arrangement.

7. The written pleadings may not be made public until the oral proceedings have commenced. Each Party shall be responsible for making its own written pleadings public.

*Article 7.* 1. The Tribunal shall sit at Geneva at a place and, subject to Article 6 paragraph 3, for such hours and on such days as it may determine after consultation with the agents.

2. The Tribunal may engage such staff and secure such services and equipment as it deems necessary.

*Article 8.* 1. The written and oral pleadings shall be in French or in English. Decisions of the Tribunal shall be in both languages. Verbatim records of the oral proceedings shall be produced each day in the language in which each statement was delivered. Each Party may make public the verbatim records of its oral pleadings.

2. The Tribunal shall arrange for such translation and interpretation services as may be necessary and shall keep a verbatim record of all oral proceedings in French and in English.

*Article 9.* 1. The remuneration of the members of the Tribunal and of the Registrar shall be borne equally by the Parties.

2. The general expenses of the arbitration shall be borne equally by the Parties. The Registrar shall keep a record and render a final account of these expenses.

3. Each Party shall bear its own expenses incurred in the preparation and presentation of its case.

*Article 10.* 1. The Tribunal shall render its award within thirty days of the conclusion of the oral proceedings. This time limit may if necessary be extended by a maximum of 15 days by a decision of the Tribunal. The Tribunal shall sit from the date of commencement of the oral proceedings until the date it renders its award.

2. The Tribunal's award shall be fully reasoned. Each member shall have the right to attach an individual or dissenting opinion.

3. A signed copy of the award and of any individual or dissenting opinion shall be immediately handed to the agents or their deputies by the Chairman or by a member of the Tribunal designated by him. Each Party may make public the award and any individual or dissenting opinion.

4. The award of the Tribunal shall be final and binding and both Parties shall take all necessary steps to implement it.

5. Within 60 days of receipt of the award, either Party may refer to the Tribunal any dispute between the Parties as to the meaning and scope of the award.

*Article II.* This Agreement shall enter into force on the date of signature.

IN WITNESS WHEREOF the undersigned, duly authorized for this purpose by their respective Governments, have signed this Agreement.

DONE in duplicate at Paris this twenty-third day of October, 1985, in French and in English, each version being equally authentic.

For the Government  
of Canada:

[Signed]<sup>1</sup>

For the Government  
of the French Republic:

[Signed]<sup>2</sup>

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<sup>1</sup> Signed by Léonard Legault.

<sup>2</sup> Signed by Gilbert Guillaume.