

Agreement on fisheries between the European Economic Community and the
Government of the Commonwealth of Dominica -

Official Journal L 299, 04/12/1993 pp. 0002 - 0007

THE EUROPEAN ECONOMIC COMMUNITY,
hereinafter referred to as 'the Community', and
THE GOVERNMENT OF THE COMMONWEALTH OF DOMINICA,
hereinafter referred to as 'Dominica',
RECALLING the close relations between the Community and Dominica;
IN THE SPIRIT of cooperation resulting from the Lomé Convention, symbolizing the Parties'
common desire to intensify friendly relations between the African, Caribbean and Pacific States
and the Community;
CONSIDERING their mutual interest in the rational management, conservation and optimum
utilization of fish stocks, notably in the Caribbean region;
TAKING INTO ACCOUNT the signature by both Parties of the United Nations Convention on
the Law of the Sea;
AFFIRMING that the exercise by coastal States of their sovereign rights in the waters within
their jurisdiction for the purpose of exploring, exploiting, conserving and managing the living
resources thereof must be in accordance with the principles of international law;
HAVING REGARD to the fact that Dominica has established an exclusive economic zone
extending up to 200 nautical miles from its coast within which it exercises sovereign rights for
the purpose of exploring, exploiting, conserving and managing the resources thereof and that the
area of fisheries jurisdiction of the Community off the coast of the French Departments of
Guadeloupe and Martinique extends up to 200 nautical miles; that fishing within this area is
subject to the common fisheries policy of the Community;
TAKING INTO ACCOUNT the fact that a part of the fishery resources of the Caribbean region
consists of common stocks or highly interrelated stocks exploited by fishermen of both Parties,
and that an effective conservation and rational management of these stocks can therefore only be
achieved at this time through cooperation between the two Parties without prejudicing at a later
stage other forms of cooperation;
DETERMINED TO CONDUCT their fisheries relations in a spirit of mutual trust and respect for
each other's interests;
DESIROUS of establishing the terms and conditions governing fishing activities of mutual
interest to the Parties,
HAVE AGREED AS FOLLOWS:

Article 1

The purpose of this Agreement is to establish the principles and rules which will govern in
future, in all respects, the reciprocal fishing activities:

- of vessels flying the flag of Member States of the Community which are registered in the
French Departments of Guadeloupe and Martinique and which undertake their main activity
from the ports in the said area, hereinafter referred to as 'Community vessels', in the waters
under the jurisdiction or sovereignty of Dominica, hereinafter referred to as 'the fishing zone of
Dominica',
- of vessels registered in Dominica in the Community fishery zone off the coast of the French
Departments of Guadeloupe and Martinique, hereinafter referred to as 'the fishing zone of the
Community'.

Article 2

With the aim to maintain traditional fishing possibilities, each Party shall grant access to fishing vessels of the other Party to fish within its fishing zone in accordance with the provisions of Article 1 and those set out below.

Article 3

1. The Parties shall cooperate to ensure the conservation and rational management of the fishery resources of the sea and to facilitate the necessary scientific research in particular with regard to:
 - (a) stocks occurring within the fishing zones of both Parties;
 - (b) stocks occurring within the fishing zones of both Parties and in adjacent areas.
2. The Parties shall, in particular, consult periodically between themselves with respect to the stocks referred to in paragraph 1 with a view to agreeing on measures for the regulation of the fisheries.
3. In the case of stocks occurring within the fishing zones of both Parties and in adjacent areas, the Parties shall seek either directly or through appropriate regional bodies to reach agreement with third parties on measures for the conservation and rational utilization of these stocks.
4. In determining the measures for the conservation and rational utilization of the stocks referred to in paragraph 1, the Parties shall take into account the best scientific advice available to them, the interdependence of stocks, the work of appropriate international organizations such as the Western Central Atlantic Fishery Commission and other relevant factors.

Article 4

1. The Parties shall consult periodically on the number and size of fishing vessels of either Party to be granted access to the fishing zone of the other Party, with a view to obtaining a mutually satisfactory balance in their relations in the fisheries field. The number of vessels of each Party authorized to fish in the fishing zone of the other is laid down in the annexed Protocol.
2. The competent authority of each Party shall, as appropriate, communicate in due time to the other Party, a document containing all details, as set out in Annexes I and II, of each fishing vessel intending to fish within the fishing zone of the other Party. The other Party shall thereupon issue the licences within the agreed limits and, where applicable, after receipt of the licence fees. Annexes I and II may be subject to review by the Joint Committee.

Article 5

With a view to obtaining for the Community a satisfactory level of fishing possibilities in the fishing zone of Dominica, the Community shall, in the event there is an imbalance in catch possibilities, grant to the Government of Dominica financial compensation as set out in the annexed Protocol to this Agreement in order to establish the mutually satisfactory balance provided for in Article 4. This compensation shall be without prejudice to financing accorded to Dominica under the Lomé Convention.

Article 6

1. The Parties shall take all appropriate measures to ensure that their vessels observe the provisions of this Agreement and the rules and regulations governing fishing in each other's fishing zone.
2. Fishing vessels of one Party shall, when fishing within the fishing zone of the other Party, comply with the conservation measures, supervisory measures, other terms and conditions and all rules and regulations governing fishing activities in that zone.
3. Each Party shall take appropriate measures with a view to ensuring compliance by the vessels of third countries to which it has granted fishing rights with any conservation measures agreed between the Parties pursuant to this agreement.
4. Each Party shall give appropriate advance notice to the other Party of any new measure or conditions governing fishing activities in its fishing zone.

5. The measures taken by each Party to regulate fisheries for the purpose of conservation shall be based on objective and scientific criteria and shall not discriminate in fact or in law against the other Party.

6. Each Party may take within its fishing zone such measures, in conformity with international law, as may be necessary to ensure compliance with the provisions of this Agreement by vessels of the other Party.

Article 7

Should the authorities of a Party decide, as a result of an unforeseeable change in the state of these fish stocks, to take new conservation measures which, in the opinion of the other Party, have a considerable effect on the fishing activities of that Party's vessels, consultations must be held between the Parties in order to redress the balance referred to in Article 4, account being taken of financial compensation already paid by the Community.

Article 8

The Parties shall consult on questions relating to the implementation and proper functioning of this Agreement.

Article 9

A Joint Committee shall be set up to ensure that this Agreement is applied correctly. The number of participants from each Party is limited to four persons not including observers.

The Committee shall meet once a year and shall hold special meetings at the request of either Contracting Party.

Article 10

Nothing contained in this Agreement shall affect or prejudice in any manner the views of either party with respect to any question relating to the Law of the Sea.

Article 11

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Economic Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of Dominica.

Article 12

The Protocol and Annexes form an integral part of this Agreement.

Article 13

This Agreement shall apply for an initial period of three years after the date of its entry into force. In the event of the Agreement not being terminated by either Party through notice of termination given at least six months before the expiry of that period, it shall remain in force for additional periods of three years' duration thereafter, provided that notice of termination has not been given at least six months before the expiry of any such period.

Article 14

This Agreement shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for this purpose.

Article 15

This Agreement is drawn up in duplicate in the Danish, Dutch, English, French, Greek, German, Italian, Portuguese and Spanish languages, each of these texts being equally authentic.

For the European Economic Community For the Government of the Commonwealth of Dominica

ANNEX I

EUROPEAN COMMUNITIES

APPLICATION FOR LICENCE TO FISH IN THE 200-MILE FISHING ZONE OF THE MEMBER STATES COVERED BY COMMUNITY RULES ON FISHERIES

GRAPHIC missing

1. Name of the vessel
2. Country of registration
3. Home port
4. Registration No
5. External identification
6. Owner/charterer (1)
Name Address
(1) Delete item not applicable
Name Address
7. Gross registered tonnage
8. Overall length
9. Engine power (bhp)
10. Radio call sign
11. Radio frequency/frequencies
12. Vessel type

ANNEX II

LICENCE APPLICATION FORM

GRAPHIC missing

1. Name and address of owner of vessel:
2. Name and address of agent or other legal representative:
3. Name and address of master of vessel:
4. Name of vessel:
5. Type of vessel:
6. Engine horse power:
7. Port and country of registry:
8. Registration No:
9. Fishing vessel external identification mark:
10. Signal letters:
11. Radio call sign:Frequency:
12. Length:
13. Registered net tonnage:
14. GRT:
15. Description of fishing operations requested:
16. Period of validity fromuntil
(Date of application)
(Signature)