

AGREEMENT

BETWEEN THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA
AND THE GOVERNMENT OF THE KINGDOM OF SWEDEN
ON FISHERIES

The Government of the Republic of Lithuania and the Government of the Kingdom of Sweden, hereinafter referred to as the Contracting Parties

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, and to maintain the most rational management and exploitation of these resources;

Taking into account the United Nations Convention on the Law of the Sea of 10 December, 1982, especially the parts regulating the utilization and conservation of the living resources;

Taking into account the habitual fishing of each Contracting Party in the area of fisheries jurisdiction of the other Contracting Party;

Guided by the permanent aspiration to develop and strengthen friendship and cooperation between them;

Have agreed as follows:

Article 1

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 2

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 3

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. When determining the allotments for fishing vessels of the other Contracting Party, the habitual fishery of the other Contracting Party in the area and other relevant factors should be taken into account.

3. 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 4 of this Agreement.

Article 4

Whenever a determination by a Contracting Party of the total allowable catch under Article 2 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 5

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 this 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 6

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 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 1. 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 7

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 8

The Contracting Parties undertake to cooperate 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 9

1. The Contracting Parties declare that after the entry into force of this Agreement no other bilateral rights or obligations between them concerning fisheries apply than those established by this Agreement.

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 matters of the law of the sea.

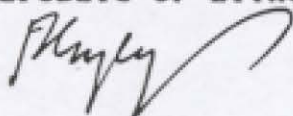
Article 10

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 Vilnius as soon as possible. The Agreement shall be applied provisionally from the date of its signature.

2. This Agreement is concluded for an initial period of ten years. The Agreement shall automatically be prolonged for additional periods of six years provided that neither Contracting Party gives the other a written notice of denunciation twelve months before the Agreement expires.

Done at Stockholm 25th November, 1993, in two copies in the English language.

FOR THE GOVERNMENT OF
THE REPUBLIC OF LITHUANIA



FOR THE GOVERNMENT OF
THE KINGDOM OF SWEDEN

