

FISHING AGREEMENT BETWEEN THE GOVERNMENT
OF THE REPUBLIC OF SURINAME
AND THE GOVERNMENT OF THE REPUBLIC OF
VENEZUELA

The Government of the Republic of Suriname and the Government of the Republic of Venezuela herein referred to as the Contracting Parties;

Recognizing that the relations between both countries are based on mutual respect and observance of the principles of sovereignty and national independence, of the equality of rights and non-interference in each other's affairs;

Reaffirming the excellent relations which have always existed between both countries and the desirability of maintaining and reaffirming these relations for the mutual benefit of both their peoples;

Considering the principles formulated in the agreement of Friendship and cooperation signed by both Governments on January 27, 1978;

Inspired by the wish to ensure that the Republic of Suriname: derives the optimum benefits from the evaluation, utilization and exploitation of her fish resources and taking into account the necessity to conserve these resources;

Interested in promoting the cooperation and the economic and technical exchanges in the field of fisheries for mutual benefit and development of both their peoples;

Convinced of the importance to make use of the experience acquired by Surinamese and Venezuelan entities in the field of utilization of hydrobiological resources;

Considering that the Government of Suriname is willing to issue fishing licenses on the basis of this Agreement, in the understanding that the Venezuelan fishing vessels, during

their presence in the territory and/or jurisdictional waters of Suriname, shall comply with all relevant (dispositions of) laws and regulations adopted by Suriname relating to fisheries, as well as other laws and regulations related to activities other than fishing:

Have agreed as follows;

ARTICLE I

1. Fishing vessels flying the flag of or which are registered in Venezuela, and which are duly authorized by the Venezuelan government shall have access to the areas specified in Articles II and III of this Agreement for the purpose of exploiting the fisheries resources. This access shall be undertaken in accordance with Articles II and III of this Agreement.
2. The access referred to in paragraph 1 of this Article shall be permitted only to vessels which are the property of Venezuelan nationals.
3. With the exception of activities undertaken in connection with fisheries research carried out in accordance with Article VIII of this Agreement, fishing vessels enjoying access to fishing areas, in accordance with the present Agreement, shall not engage in activities other than fishing.

ARTICLE II

FISHING WITH HORIZONTAL LONG LINES AND VERTICAL HAND LINES.

1. The Government of the Republic of Suriname, in the exercise of its sovereignty and or national jurisdiction shall grant for the exploitation of demersal and pelagic fishes the relevant permits to Venezuelan

vessels envisaged in Article I of the present Agreement and which comply among others with the following characteristics:

- i. A maximum overall length of twenty-five (25) meters.
- ii. Construction of hull shall be in wood and/or fibre glass and/or steel.
- iii. Propulsion: engines up to a maximum power of 400 H.P.
- iv. Storage capacity shall not exceed forty (40) metric tons including catch and ice.

2. Without prejudice of terms established under annexes of this Agreement the terms under which fishing operations can take place by the fishing vessels carrying a fishing license as mentioned in the 1st paragraph of this Article, are among others:

- i. No fishing activities shall be allowed between the isobath of 30 meters and the coast.
- ii. No fishing other than for pelagic and demersal fishes by horizontal longlines and vertical handlines shall be permitted.
- iii. The use of equipment for line-shooting and retrieval of horizontal longlines and vertical handlines is permitted.

- iv. A maximum of 2000 hooks may be used on horizontal longlines and a maximum of 20 hooks on vertical handlines. A maximum of ten (10) vertical handlines may be used at any one time per vessel.
 - v. Each vessel shall have a maximum crew of ten (10) including the captain.
 - vi. Fishing shall be allowed only on the basis of operations of an individual nature.
 - vii. All vessels must report when entering and leaving the fishing area referred to in this Article.
- 3.
- i. The Government of Venezuela through its Embassy in Suriname will supply the Government of Suriname with a list of all vessels which might receive a fishing license according to this Agreement; this list shall contain information as required in Annex I of this Agreement.
 - ii. On the basis of the list referred to in roman number i of this paragraph, the Government of Suriname shall grant access to one hundred (100) vessels with the characteristics stipulated in Annex I of this Agreement.

- iii. The Government of Suriname shall supply the Government of Venezuela through the Venezuelan Embassy in Suriname with the list of permitted fishing vessels one (1) month after receipt of the list referred to in roman number i of this paragraph

- 4.
 - i. Each permitted Venezuelan vessel shall pay each year before receiving the fishing permit, the sum of \$... to the Embassy of the Republic of Suriname in Venezuela.

 - ii. The Government of Suriname will provide through the Venezuelan Embassy in Suriname the corresponding license within one (1) month following the effective payment of the sum referred to in roman number i of this paragraph.

- 5. The catch of the vessels shall be landed and delivered at ports designated by the Government of Suriname in compliance with Annex I of the present Agreement.

- 6. (The possession of fishing permits shall be on a individual basis and no more than one (1) permit shall be allowed to each natural or juridical person).

ARTICLE III

SHRIMP FISHING WITH BOTTOMTRAWL NETS

1. The Government of the Republic of Suriname, in the exercise of its sovereignty or national jurisdiction shall grant for the exploitation of shrimp, the relevant permits to Venezuelan vessels envisaged in Article I of this present Agreement and which comply among others with the following characteristics:
 - i. A maximum overall length of thirty (30) meters.
 - ii. Construction of hull shall be in ~~fibre~~ glass and/or steel.
 - iii. Propulsion: engines up to a maximum power of 450 H.P.
 - iv. Storage capacity shall not exceed forty (40) metric tons including catch and ice.

2. Without prejudice of terms established under annexes of this Agreement the terms under which fishing operations can take place by the fishing vessels carrying a fishing license as mentioned in the 1st paragraph of this Article, are among others:
 - i. No fishing activities shall be allowed between the isobath of 45 meters and the coast.

- ii. No fishing other than trawling for shrimp shall be done. This provision does not include however the by-catch from shrimptrawling.
 - iii. All vessels must report when entering and leaving the fishing area referred to in this Article.
- 3.
- i. The Government of Venezuela through its Embassy in Suriname will supply the Government of Suriname with a list of all vessels which might receive a fishing license according to this Agreement; this list shall contain information as required in Annex II of this Agreement.
 - ii. On the basis of the list referred to in roman number i of this paragraph, the Government of Suriname shall grant access to sixteen (16) vessels with the characteristics stipulated in Annex II of this Agreement.
 - iii. The Government of Suriname shall supply the Government of Venezuela through the Venezuelan Embassy in Suriname with the list of permitted fishing vessels one (1) month after receipt of the list referred to in roman number i of this paragraph.

4.
 - i. Each permitted Venezuelan vessel shall pay each year before receiving the fishing permit, the sum of \$... to the Embassy of the Republic of Suriname in Venezuela.
 - ii. The Government of Suriname will provide through the Venezuelan Embassy in Suriname the corresponding license within one (1) month following the effective payment of the sum referred to in roman number i of this paragraph.
5. The catch of the vessels shall be landed and delivered at ports designated by the Government of Suriname in compliance with Annex II of the present Agreement.

ARTICLE IV

1. Venezuelan vessels must strictly comply with the laws and regulations which are in force in the Republic of Suriname, while they are fishing in waters under Surinamese sovereignty and/or national jurisdiction.
2. The Government of Suriname shall regularly supply information regarding the laws and regulations mentioned in the first paragraph of this Article.

3. The Fisheries Commission established under Article V of this Agreement shall create mechanisms that it deems convenient to inform interested sectors about mentioned laws and regulations.
4. The Government of Suriname may suspend, or cancel a fishing license granted to a Venezuelan fishing vessel whenever this vessel has not complied with its obligations under the present Agreement.

ARTICLE V

THE FISHERIES COMMISSION

1. For the purpose of this Agreement, the Contracting Parties agree to create a Suriname/Venezuela Fisheries Commission, consisting of three (3) representatives of each country together with such advisers as may be deemed convenient and whose names shall be duly communicated through diplomatic channels, and which shall meet at least once every six months or any time at the request of either of the Contracting Parties. Meetings shall be held alternatively in Suriname and in Venezuela.
2. The function of the Fisheries Commission created in accordance with paragraph 1 of this Article shall be among others:
 - i. To supervise the implementation of the present Agreement.

- ii. To coordinate, in accordance with Article VII of this Agreement the exchange of data resulting from research programmes and/or fishing activities.
- iii. To submit to the Contracting Parties, prior to the termination of the present Agreement its recommendations regarding the extension of the said Agreement or the negotiation of a new Agreement.
- iv. To deal with all matters specifically referred to the Fisheries Commission in this Agreement and to do all such other things consistent with the aims and purposes of the present Agreement as may be necessary for the proper and effective implementation by the Contracting Parties, of the provisions of the said Agreement; and
- v. Any other functions that the Parties may deem necessary to refer to the Commission,

ARTICLE VI

JOINT VENTURES

The Contracting Parties shall promote the establishment of Joint Ventures or other cooperative arrangements for catching, processing and marketing of fisheries products, or of others of hydrobiological origin.

ARTICLE VII

FISHERIES RESEARCH

1. In the interest of an optimum policy of conservation and management of the Surinamese fisheries resources, the Government of Venezuela will actively participate in projects and programs of bio-economic or other nature regarding the fishing areas under the sovereignty and/or jurisdiction of Suriname.
2. These activities will primarily focus on such matters as, among others aquaculture and population dynamics.
3. The Fisheries Commission established under Article V of this Agreement will define the projects and programmes to be executed and will make the relevant recommendations.

ARTICLE VIII

Taking into account the results of programs and activities referred to in Article VII the Fisheries Commission established under Article V of this Agreement may recommend to the Government of Suriname the access of Venezuelan fishing vessels with characteristics other than those specified under Articles II and III of the present Agreement.

ARTICLE IX

TECHNICAL COOPERATION AND ASSISTANCE
IN THE FIELD OF UTILIZATION OF
HYDROBIOLOGICAL RESOURCES.

1. The Contracting Parties will participate in projects, programs and other activities regarding technical cooperation besides those mentioned in Article VII of this Agreement in the following fields, among others:
 - i. Training of specialized personnel, in the field of fisheries technology, by way of training on board of Venezuelan fisheries vessels or in special educational institutions in Venezuela.
 - ii. Technical assistance regarding the building of fishing vessels .
 - iii. Making available by public or private Venezuelan entities, under the terms to be agreed upon by the Contracting Parties, of technicians for training of specialized personnel in Suriname and advising, among others, on centralized landing and auctioning.
 - iv. Exchange of information, in particular regarding fisheries statistics, fisheries research and aquaculture.

2. The present Agreement shall have a duration of (~~2~~ 1) years.
3. The Contracting Parties shall initiate Contacts three months before the termination of the period of (~~2~~ 1) years stipulated in paragraph 2 of the present Article, with a view to the negotiation of a new Fishing Agreement or the continuation of the present Agreement for an additional period of one (1) year.
4. In the event that before the termination of the period of (~~2~~ 1) years referred to in paragraph 2 of this Article, the Contracting Parties have decided to begin negotiations with a view to adopting a new Fishing Agreement the Contracting Parties consider it desirable that the existing Agreement shall continue in effect for a period not exceeding one (1) year, except in the event that during this period the new Fishing Agreement has been signed. In this case, the Contracting Parties may decide that the Fishing Agreement continue in effect on a provisional basis for an additional period not exceeding the time deemed necessary for completing the required formalities for the entry into force of the new Fishing Agreement.

2. The Government of Venezuela will annually make available to Suriname nationals at least 2 scholarships for studies regarding evaluation and utilization of fisheric resources, including the cost of travel and living expenses.
3. The coordination of the projects, programs and other activities referred to paragraph i and ii of this Article will be carried out through the Ministries of External Relations of Venezuela and Suriname, taking into account the recommendations made by the Fisheries Commission established under Article V of this Agreement.

ARTICLE X

DISPUTE SETTLEMENT

Any dispute between the Contracting Parties concerning the interpretation or application of this Agreement shall be settled through direct negotiations or through diplomatic channels.

ARTICLE XI

FINAL CLAUSES

1. The present Agreement shall enter into force on the date the exchange of notes takes place which indicates compliance with the legal formalities required by the constitutional procedures of each Contracting Party.

In witness whereof, the undersigned being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done in duplicate in the English or Dutch and Spanish languages both texts being equally authentic, at
on the day of
Nineteen Hundred and Eighty-five.

PROVISIONS FOR FISHING EFFORTS BY LONG-LINE AND HANDLINE FISHERMEN.

1. Details required on fishing vessels:

- (i) Name of vessel;
- (ii) Name and address of owner of vessel and of operator;
- (iii) Length overall, beam and draft of vessel;
- (iv) A certificate of seaworthiness from the Harbour Master of Venezuela;
- (v) Make, horsepower, and number of engine; type of engine i.e. inboard;
- (vi) Type and size of fishing gear;
- (vii) A valid fishing licence from the relevant Venezuelan Authorities.
- (viii) Year vessel was built

2. Procedures for identification of fishing vessels

- (i) Each fishing vessel operating under this Agreement shall be required to have an identification code comprising letters and numbers assigned by the Government of the Republic of Venezuela
- (ii) The identification numbers shall be preceded by two identification letters in order to distinguish such numbers from others displayed by other authorized vessels.
- (iii) The identification numbers shall consist of two digits numbered consecutively from 01.
- (iv) The identification code shall be black against a orange background.
- (v) The identification code shall be displayed in such a way that no part of the vessel, ropes or fishing equipment shall affect its visibility.
- (vi) The identification code shall be at least 30 centimetres wide by 30 centimetres high (12 inches square).

3. Provision with respect to the maintenance of fishing logs.

Every fishing vessel fishing under this Agreement shall maintain a fishing log to be provided by the Government of the Republic of Suriname.

PROVISION FOR FISHING EFFORTS BY TRAWLER FISHERMEN.1. Details required on the trawlers.

- (i) name of vessel, owner of vessel, operator.
The operator is required to disclose his relationship to the vessel.
Nationality, address, telephone and telex number of owner, operator or agent in Venezuela/Suriname;
- (ii) copies of the following documents of the vessel-registration certificate, current certificate of seaworthiness, insurance certificate and five recent photographs of vessel in profile (15 centimetres x 10 centimetres);
- (iii) port of registry;
- (iv) port where operations are based;
- (v) length overall - not to exceed 100 feet (30m) - and general description of vessel including colours of side, deck house, top house and trim, speed, make, horse-power and number of the main engine;
- (vi) description of the methods and equipment employed for catching;
- (vii) length of mast;
- (viii) capacity of winch in tons;
- (ix) hull material;
- (x) estimated freeboard in feet;
- (xi) maximum speed of vessel in knots;
- (xii) navigational equipment such as radar, automatic pilot, radio direction finder and sonar;
- (xiii) radio types and frequencies such as HF and VHF;
- (xiv) facilities for preserving catch such as icebox or refrigerated hold;
- (xv) types of fish processing equipment.
- (xiv) year vessel was built

2. Procedures for identification of trawlers.

- (i) Each trawler operating under this Agreement shall be required to have an identification code comprising letters and numbers assigned by the Government of the Republic of Suriname;
- (ii) The identification numbers shall be preceded by two identification letters in order to distinguish such numbers from others displayed by other authorised vessels;
- (iii) The identification numbers shall consist of two digits numbered consecutively from 01;
- (iv) The identification code shall be displayed on boards (each approximately 60 centimetres high and 50 centimetres wide), attached to each of the two sides of the rails and the top of the wheel house in such a way that they will be visible from either side of the vessel and from the air;
- (v) The identification code shall be at least 45 centimetres high and of adequate width. The code for Venezuela trawlers shall be *black* against a orange background;
- (vi) It shall be permissible to paint the identification code on the sides and on the top of the wheel house instead of displaying them on boards as prescribed in Paragraph (iv) above;
- (vii) The identification code shall be displayed in such a way that no part of the vessel, ropes or fishing equipment shall affect its visibility;
- (viii) One or more lights, either portable or fixed, shall be provided to illuminate the identification letters and numbers at night and during periods of bad visibility;
- (ix) Each trawler operating under this Agreement shall display its name and port of registration clearly and in the usual manner;

(x) The identification code assigned to a vessel operating under this Agreement shall not be reassignable to replacement vessels entering the zone.

3. Provision with respect to the maintenance of fishing logs.

Every fishing vessel fishing under this Agreement shall maintain a fishing log to be provided by the Government of the Republic of Suriname.

PROVISIONS FOR SUPERVISION AND CONTROL OF FISHING VESSELS

A. Basic Elements

1. The Venezuelan fishing vessels identified in accordance with Articles II and III of the Agreement shall, while fishing in the fishery area of the Republic of Suriname,
 - a. display the prescribed identifications signs;
 - b. report when entering and leaving the fishery zone of Suriname,
 - c. report their daily position while fishing;
 - d. reporting shall take place by radio communication with the designated Authorities of the Republic of Suriname. The frequencies to be used while fishing in the fishery zone shall be notified to the Contracting Party before entry into force of this Agreement. The international frequency 2182 MHz may be used by the Venezuelan fishing vessels.
2. Within 3 days after arrival of every trip the fishing logs to be obtained at the Fisheries Department, Cornelis Jongbawstraat 50 in Paramaribo must be completed and signed by the master of the vessel and returned to the Director of the Fisheries Department. Within 3 days after discharge of the catch the landing reports supplied by the Fisheries Department must be completed and signed and returned to the director of the Fisheries Department, Cornelis Jongbawstraat 50, Paramaribo.
3. Fish bycatches of the shrimptrawling operations, fit for human consumption, must be registered (by species and quantity per drag) and landed in port designated by the Government of Suriname.
4. It is forbidden to dump fuel and lubrication oil, and the use of fishpoisons, explosives, electronic and electric gear is forbidden.
5. Transshipment of catch by fishing vessels while fishing in the fishery zone of the Republic of Suriname is prohibited.
6. The master of the vessel is obliged to always have on board:
 - The certificate of registry
 - The original or the duplicate of the fishing license.
 - The certificate of seaworthiness

7. The master of the vessel is obliged to report the daily position of his fishing vessel to his shore base and/or designated authorities of the Government of Suriname. Venezuelan fishing vessels must also report when entering and leaving the Surinamese fishing area on the frequencies 2182 S S B, or V H F channels 12 or 16.

FINANCIAL ASPECTS

I. Longline and handline operations

(The Surinamese Government will pay the owners of the long- and handliners, landing their catch on the basis of Article II of this Agreement (the yellow sheet price minus percent).

The Venezuelan fishermen will purchase a maximum of 30% (thirty percent) of the landings at the yellow sheet price minus (..... percent).

The cost to be paid by Suriname for the fishing effort will be partially compensated by the long- and handline landings of which 30% (thirty percent) will be paid in local and 70% (seventy percent) in foreign currency.)

Eventual payment for the fishing effort can be settled by fish landed by the Venezuelan long- and handline fishermen. The Fisheries Commission will make all relevant recommendations regarding the terms and conditions of the landing of the catch, particularly in relation with the mechanisms for payment of the catch.

2. Shrimp trawling operations

(The Surinamese Government will pay the owners of the shrimp trawlers landing their catch on the basis of Article III of this Agreement, green sheet price minus 7% (seven percent) minus the processing fee of \$ 1,110/metric ton. The reference price is the green sheet price related to Northern Brasil.

The Venezuelan fishermen will purchase a maximum of 30%(thirty percent) of the landing at the boat price minus (7%(seven percent)).

The cost to be paid by Suriname for the fishing effort will be partially compensated by the shrimp landings of which 30% (thirty percent) will be paid in local, and 70% (seventy percent) in foreign currency).

The Fisheries Commission will make all relevant recommendations regarding the terms and conditions of landing of the catch, particularly in relation with the mechanisms for payment of the catch.