
EASTERN PACIFIC OCEAN TUNA FISHING AGREEMENT

The Contracting Parties to this Agreement:

Resolved to cooperate for the purpose of ensuring the conservation and rational utilization of tuna resources in the Eastern Pacific Ocean,

Bearing in mind that tuna cover a broad area which, in the Eastern Pacific Ocean, includes jurisdictional zones of a varying nature declared by the coastal States and a considerable portion of the seas in which coastal States do not exercise any jurisdiction,

Recognizing that a tuna conservation regime for the Eastern Pacific Ocean cannot be effective and equitable unless it is comprehensive and has the participation of all States that fish tuna in that region on a meaningful scale in relation to conservation requirements,

Convinced that it is essential to establish, pending conclusion of a comprehensive regional tuna conservation regime, an interim regime, taking into account the jurisdictional zones declared by many coastal States of the Eastern Pacific Ocean as well as the highly migratory character of tuna,

Have agreed as follows,

Article I

The Contracting Parties agree to establish an interim regime for the management of fishing activities of tuna vessels in the Eastern Pacific Ocean, based on a scheme for granting licences in the region, which guarantees rational exploitation of the resources and equitable access to the fishing areas.

Article II

For the purpose of this Agreement, the Contracting Parties agree that:

A - "Coastal States" means States bordering the area described in paragraph B of this Article.

B - The "Agreement Area" means the following:

From the point on the mainland where the parallel of 40°N latitude intersects the coast westward along the parallel of 40°N latitude to 40°N latitude by 125°W longitude, thence southerly along the meridian of 125°W longitude to 20°N latitude by 125°W longitude, then easterly along the parallel of 20°N latitude to 20°N latitude by 120°W longitude, thence southerly along the meridian of 120°W longitude to 5°N latitude by 120°W longitude, thence easterly along the parallel of 5°N latitude to 5°N latitude by 110°W longitude, thence southerly along the meridian of 110°W longitude to 10°S latitude by 110°W longitude, thence easterly along the parallel of 10°S latitude to 10°S latitude by 90°W longitude, thence southerly along the meridian of 90°W longitude to 30°S latitude by 90°W longitude thence easterly along the parallel of 30°S latitude to the point on the mainland where the parallel intersects the coast, excluding the areas within 12 nautical miles of the baseline from which the breadth of territorial sea is measured and those areas within 200 nautical miles of the baseline of coastal States not signatories to this Agreement, measured from the same baseline. The Agreement area may be adjusted according to the provisions of Article III(B).

C - The species of tuna subject to this Agreement are: yellowfin tuna, *Thunnus albacares* (Bonnterre, 1788); bigeye tuna, *Thunnus obesus* (Lowe, 1839); albacore tuna, *Thunnur Alalunga* (Bonnaterre 1788); northern bluefin tuna, *Thunnus thynnus* (Linnaeus, 1758); southern bluefin tuna, *Thunnus maccoyii* (Castelnau, 1872); skipjack tuna, *Katsuwonus pelamis* (Linnaeus 1758); Black skipjack, *Euthynnus affinis* (Cantor 1849); bullet tuna, *Auxis thazard* (Lacepede, 1800); eastern Pacific bonito, *Sarda chiliensis* (Cuvier in Cuvier and Valenciennes, 1831); and Indo-Pacific bonito, *Sarda orientalis* (Temminck and Schlegel, 1844).

Article III

A - The Contracting Parties agree to establish a Council to implement this Agreement. The Council shall be composed of representatives of the Contracting Parties which are coastal States or are Members of the Inter-American Tuna Commission (IATTC) at the time that this Agreement enters into force. Each such Contracting Party may appoint one representative and up to three alternative representatives to the Council, but each such Party shall have only one vote. All Council decisions shall be adapted by unanimous agreement of such contracting Parties present when the vote is taken, provided that at least five such Contracting Parties are represented.

B - The Council shall have authority:

1. To issue licences in accordance with Article IV.
2. To appoint the national authority designated by any Contracting Party to issue licences in accordance with this Agreement.
3. To appoint a Director, and to provide the resources to pay for his services and those of any needed staff, by contract or other arrangements.
4. To approve the proposed budget which shall be submitted annually to the Council by the Director.
5. To authorize the Director to request and utilize the services and resources of any competent international agency or organization.
6. To establish licence fees within limits prescribed in the Protocol to this Agreement.
7. To disburse annually the revenue produced by the licence fees in accordance with the Protocol to this Agreement.
8. To request reports from any competent international agency or organization on the status of any stocks of tuna in the Agreement Area, and to take such reports into account to promote the establishment of a comprehensive regional tuna conservation regime comprised of all States that fish tuna in the Eastern Pacific Ocean on a meaningful scale in relation to conservation requirements.
9. To establish regulations for the effective implementation of this Agreement.
10. To adjust the boundaries of the Agreement Area, in accordance with recommendations by the Director.

C - When the Council decides, based on scientific data contained in a report of any competent international agency or organization, that there is urgent necessity to conserve tuna resources, the Contracting Parties shall enter into consultations among themselves, and with States that are not Contracting Parties and fish tuna in the Eastern Pacific Ocean on a meaningful scale in relation to conservation requirements.

D - In addition to actions taken in accordance with paragraph C, whenever the Contracting Parties include all States that fish tuna in the Eastern Pacific Ocean on a meaningful scale in relation to conservation requirements, pending conclusion of a comprehensive regional tuna conservation regime in which all such States participate, the Council may make interim conservation recommendations concerning tuna resources. Such recommendations shall be based on the reports referred to in paragraph (B)(8), and shall be consistent with and not supersede, the obligations of any Contracting Party pursuant to any relevant multilateral conservation agreement.

E - The Council shall meet ordinarily once a year, and extraordinarily at the request of the Director or representatives of two Contracting Parties.

F - The Director shall carry out duties set forth in this Agreement and as otherwise prescribed by the Council. The Director shall be responsible to the Council.

G - The Contracting Parties shall request their licensed vessels to cooperate with any competent international agency or organization to facilitate the collection of appropriate data.

H - Any authority not expressly provided to the Council is reserved to the Contracting Parties.

Article IV

A - The Contracting Parties agree to the issuance of licences permitting access fishing in the Agreement Area. Licensing authority shall be vested in the Council.

B - The Contracting Parties agree that, in order to fish in the Agreement Area for any of the species of tuna designated in Article II, vessels flying their flags shall be required to have a valid licence, issued in accordance with this Agreement.

C - Licence fees shall be established according to the provisions of the Protocol to this Agreement.

D - The Council, through the Director or an appointed national authority, shall issue licences directly to owners or their representatives, of the flag vessels of the Contracting Parties in accordance with the Protocol to this Agreement.

Article V

Any Contracting Party may require only those vessels flying its own flag to utilize the services of its national authority appointed by the Council.

Article VI

A - The Contracting Parties agree not to prohibit the importation of tuna and tuna products from another Contracting Party, as a result of any enforcement action by that Contracting Party consistent with this Agreement, as long as such Party is acting in conformity with this Agreement.

B - Each Contracting Party shall adopt, as soon as possible, such provisions in its national law as may be necessary to ensure that its own flag vessels comply with the provisions of this Agreement and its Protocol.

Article VII

Contracting Parties to this Agreement may be:

A - Coastal States as defined in Article II.

B - Member States of the IATTC.

Article VIII

Any State not included in Article VII may become a Contracting Party by adhering to this Agreement after unanimous approval by the Council.

Article IX

This Agreement shall enter into force 30 days after the deposit of the fifth instrument of ratification or adherence by a coastal State.

In the case of any State that deposits its instrument of ratification or adherence after the Agreement has entered into force, this Agreement shall enter into force for such State 30 days after the date on which such State has deposited said instrument.

Article X

The instruments of ratification or adherence shall be deposited with the Government of Costa Rica at the Ministry of Foreign Relations and Worship.

Article XI

If during any period after entry into force, there are fewer than five contracting Parties that are coastal States, the provisions of this Agreement shall not apply for such remaining Contracting Parties during such period, but this Agreement shall not terminate.

Article XII

Any Contracting Party may, at any time after two years from the date on which this Agreement has entered into force for such Party, withdraw from this Agreement upon giving written notice to the Ministry of Foreign Relations and Worship of Costa Rica. If such notice is received by the Government of Costa Rica no later than 1 October of any year, it shall become effective on 31 December of that year. Any such notice received after 1 October of any year shall become effective on 31 December of the following year.

Article XIII

The provisions of this Agreement do not prejudice the positions of the Contracting Parties regarding internal waters, territorial seas, exclusive economic zones, fishery conservation zones, high seas, or sovereign rights or jurisdiction for any other purpose.

Article XIV

The Contracting Parties, recognizing the interim nature of this Agreement and the highly migratory character of the tuna resource, agree to continue their efforts to establish a new regional regime for the conservation, management, and orderly exploitation of tuna resources in the Eastern Pacific Ocean.

This regional regime shall include equitable guaranteed quotas to coastal States based upon, inter alia, the criterion of concentration of the tuna resource, the effective measurement of which shall be determined in the future agreement among participants in the tuna fishery in the area regulated by the IATTC.

Article XV

The Contracting Parties, in view of their mutual interest in the effective implementation of the measures provided by this Agreement, undertake to cooperate to the extent possible in their tuna fisheries relations in the Eastern Pacific Ocean, pending the issuance of licences pursuant to this Agreement.

Article XVI

This Agreement shall be open for signature from 15 March 1983, until such time as the depositary shall receive the instrument of ratification or adherence of a fifth coastal State.

In witness whereof, the undersigned plenipotentiaries, duly authorised by their respective governments, have signed this Agreement.

Done at San Jose, Costa Rica, on 15 March 1983, in two copies in the Spanish and English languages, both texts being equally authentic, and will remain with the depositary that will provide certified copies of both texts to all signatory States.