

AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE GOVERNMENT
OF CANADA ON EAST COAST FISHERY RESOURCES

Article I

The purposes of this Agreement are:

- (a) to provide for the conservation and management of east coast fishery resources which are of mutual concern to the Parties and are specified in Annexes A, B and C in terms of the areas described in Annex D; and
- (b) to provide for the terms and conditions under which all fishing by nationals and vessels of either Party off the east coast of the other Party shall be conducted.

Chapter I
FISHERY MANAGEMENT

Article II

1. The Parties hereby establish and agree to maintain the East Coast Fisheries Commission (hereinafter the Commission).

2. Each Party shall appoint seven Commission members when the instruments of ratification of this Agreement are exchanged, to serve as the national section of that Party. Each Party shall thereafter fill vacancies in its national section when they occur or within a reasonable period thereafter. Commission members shall serve at the pleasure of the appointing Party.

3. In addition to the Commission members referred to in paragraph 2, the Commission shall have two Co-Chairmen who shall be appointed as follows:

(a) The Parties shall jointly appoint the first two Co-Chairmen when the instruments of ratification are exchanged.

(b) In order to ensure continuity of service, the Parties shall jointly appoint a successor prior to the expiration of the term of office of any Co-Chairman.

(c) If a vacancy occurs before the expiration of the term of office of a Co-Chairman, the Parties shall jointly appoint a successor prior to the expiration of the term of office or within ninety days after the date on which the vacancy occurred, whichever is the earlier.

The Co-Chairmen of the Commission shall not be nationals of the same Party, and shall not form part of the national section of either Party.

4. If a Co-Chairman has not been appointed in the manner prescribed in paragraph 3 after the office has been vacant at any time for

a period of ninety days, the appointment shall be made by the Arbitrator appointed in accordance with Chapter II not later than sixty days after the expiration of that period.

5. The Co-Chairmen shall preside over Commission meetings and shall carry out the duties and responsibilities set forth in this Agreement in an impartial manner.

6. Subject to paragraphs 7 and 8, the term of appointment of each Co-Chairman shall be five years. A Co-Chairman may serve more than one term.

7. Either Party may at any time transmit to the other Party and to the Commission a written notice stating that it withdraws its consent to the service of a Co-Chairman, in which event the Parties shall appoint a successor as provided for in paragraph 3(c). The incumbent Co-Chairman shall continue in office in the circumstances described in this paragraph until a successor has been appointed and no longer; but for the purposes of paragraphs 3(c), 4 and 8, a vacancy shall be deemed to have occurred on the date that the notice is transmitted pursuant to this paragraph.

8. The appointment of a Co-Chairman to fill a vacancy may be for either a full term of five years or for the remainder of the term for which his predecessor was appointed.

Article III

1. Each national section of the Commission shall have one vote, which shall be cast by the member of that national section designated for the purpose of voting by the appointing Party. A decision of the Commission shall require an affirmative vote by each national section.

2. The Commission may decide upon and amend, as occasion may require, by-laws or rules for the conduct of its meetings and the exercise of its functions.

Article IV

1. The headquarters of the Commission shall be at a place to be determined by the Parties.

2. The meetings of the Commission shall be held at its headquarters or at such other places as the Commission may decide.

3. The Arbitrator shall be entitled to attend all meetings of the Commission and shall be provided with copies of all Commission minutes and documents when they are issued.

4. Each Party shall pay the expenses of its own national section. All other expenses of the Commission shall be borne in equal shares by the Parties, unless otherwise agreed between them. An annual budget of joint expenses shall be prepared by the Commission in accordance with the by-laws and submitted to the Parties for approval. After the budget for the Commission has been approved, each Party shall pay its contributions when they are due. Subject to the by-laws, the Commission may authorize the disbursement of funds for expenses incurred in accordance with the budget.

5. The Commission shall appoint an Executive Secretary and may appoint a staff not to exceed a number agreed by the Parties.

6. The Commission may, with the approval of the Parties, establish a Scientific Committee and such other Committees as are necessary to enable it to carry out its functions under this Agreement.

Article V

1. The fishing year for each stock listed in Annex A shall initially be brought into force in accordance with the following procedure:

(a) The Commission shall endeavor to reach agreement on the fishing year for the stock within forty-five days after entry into force of this Agreement. If it reaches agreement within that period, its decision shall be transmitted to the Parties for review. If neither Party objects to the decision within thirty days after its transmittal, it shall become final and binding upon both Parties and shall remain in force until replaced. If either Party objects to the decision within thirty days after its transmittal, the Arbitrator shall decide the matter in accordance with Chapter II within thirty days after the objection is made. In reaching his decision, the Arbitrator shall take into account existing regulations and fishing patterns, the governing principles set out in Article X insofar as they are applicable, and any other factors he may consider relevant.

(b) If the Commission does not reach agreement on the fishing year for the stock within forty-five days after entry into force of this Agreement, the Parties shall have a further period of thirty days in which to consult in an effort to reach agreement on the question. If agreement is reached within that period, the agreed fishing year shall become final and binding on both Parties and shall remain in force until replaced. If agreement is not reached within that period, the Arbitrator shall decide the matter as provided for in subparagraph (a) within thirty days after the expiration of that period.

2. The fishing year for each stock listed in Annex B shall initially be brought into force in accordance with the following procedure:

(a) The Party having primary management responsibility as designated in Annex B (hereinafter the designated Party) shall, within forty-five days after entry into force of this Agreement, propose a fishing year to the Commission.

(b) If, within seventy-five days after entry into force of this Agreement, the Commission reaches agreement on the proposed fishing year or on any modification thereof, that determination shall become final and binding on both Parties and shall remain in force until replaced.

(c) If, after seventy-five days following entry into force of this Agreement, the Commission has not agreed on the fishing year proposed by the designated Party or on any modification thereof, the other Party may, within a further period of fifteen days, refer the matter to the Arbitrator for decision in accordance with Chapter II. The Arbitrator shall render this decision within thirty days after the referral. The fishing year proposed by the designated Party shall be binding on the Parties pending the Arbitrator's decision. If the Arbitrator determines that the proposed fishing year is clearly inconsistent with the governing principles set forth in Article X insofar as they are applicable, taking into account existing regulations and fishing patterns and any other factors he may consider relevant, he shall determine the fishing year for that stock; otherwise the fishing year proposed

by the designated Party shall become final and binding on the Parties and shall remain in force until replaced.

3. The fishing year initially established for a stock pursuant to this Article may subsequently be replaced pursuant to the procedures set out in this Agreement for the adoption of management measures.

4. (a) Within six months following entry into force of this Agreement, the Commission shall endeavor to reach agreement on the historical ratio of the annual recreational catch of each Party to the annual total of all recreational and commercial catches from each stock listed in the Annexes, adjusted to eliminate distortions resulting from under-exploitation or over-exploitation of the stock.

(b) In each case where the Commission reaches agreement within that period, its decision shall be transmitted to the Parties for review. If neither Party objects to the decision within thirty days after its transmittal, it shall become final and binding on both Parties until altered by agreement of the Parties. If either Party objects to the decision within thirty days after its transmittal, the Arbitrator shall decide the matter in accordance with Chapter II within forty-five days after the objection is made.

(c) In each case where the Commission does not reach agreement within the six month period referred to in subparagraph (a), the Parties shall have a further period of thirty days in which to consult and reach agreement on the question. If agreement is reached within that further period, it shall become final and binding on both Parties until altered by agreement of the Parties. If agreement is not reached within that further period, the Arbitrator shall decide the matter in accordance with Chapter II within forty-five days after the expiration of that thirty day period.

(d) If in any fishing year the ratio of the recreational catch of a Party from a stock to the total recreational and commercial catch exceeds the historical ratio determined in accordance with this paragraph, the excess shall be counted as part of the commercial catch of that Party. If, however, the fishing year for a stock has begun before the historical ratio has been determined, no part of the recreational catch shall be counted as part of the commercial catch for that fishing year.

(e) For the purposes of this paragraph, the Commission, the Parties, or the Arbitrator, as the case may be, shall have the authority to determine both the basis or criteria on which recreational catches shall be attributed to one Party or the other and the factual basis on which the level of recreational catch shall be established.

5. Until management measures for a stock listed in Annex A, B or C are brought into force in accordance with this Agreement, each Party may manage that stock in accordance with its domestic law. The Parties shall consult with a view to providing for reciprocal fishing during this transitional period in a manner consistent, insofar as possible, with the provisions of the Annexes to this Agreement respecting entitlements and fishing access.

Article VI

1. The Commission shall meet at least once each calendar year in order to consider matters relating to the management of each of the

fisheries covered by this Agreement. The Commission shall also meet at such other times as it or the Parties may agree.

2. Each year the Commission shall consider and seek to reach agreement on the management measures to be applied to each stock listed in Annex A or B during the subsequent fishing year, taking into account the governing principles set forth in Article X.

3. The management measures for each stock listed in Annex A shall be brought into force each year in the following manner:

(a) If the Commission reaches agreement on the management measures to be adopted for a stock not later than one hundred twenty days before the beginning of the fishing year, these management measures shall be transmitted to the Parties for review. If neither Party objects to these management measures within thirty days after their transmittal, they shall become final and binding on both Parties for the fishing year to which they apply. If either Party objects to these management measures within thirty days after their transmittal, the Co-Chairman shall attempt to resolve the questions in dispute as provided for in paragraph 1 of Article XII.

(b) If the Commission does not reach agreement on the management measures to be adopted for a stock, it shall, no later than one hundred twenty days before the beginning of the fishing year, submit a report to the Parties on the areas and degree of agreement and disagreement. The Parties shall then consider the matter in consultation with each other and with their respective national sections. The Commission shall reconvene approximately thirty days after making its report unless the Parties have first reached agreement on the management measures to be adopted, in which case those measures shall become final and binding on both Parties for the fishing year to which they apply. If the Commission is reconvened and reaches agreement not later than forty-five days after making its report, the procedure set out in subparagraph (a) of this paragraph shall be followed. If the Commission is reconvened but does not reach agreement within forty-five days after making its report, the Co-Chairman shall attempt to resolve the questions in dispute as provided for in paragraph 1 of Article XII.

4. The management measures for each stock listed in Annex B shall be brought into force each year in the following manner:

(a) The designated Party shall present proposed management measures to the Commission and to the other Party not later than one hundred twenty days prior to the beginning of the fishing year for the stock.

(b) The Commission shall consider the proposed management measures in light of the governing principles set forth in Article X, and shall endeavor in good faith to reach agreement on the matter.

(c) If the Commission reaches agreement on the management measures proposed by the designated Party, or on any modification thereof, not later than ninety days before the beginning of the fishing year, these measures shall be transmitted to the Parties for review. If within fifteen days after the transmittal the desig-

nated Party objects to any modification agreed upon by the Commission, that modification shall not enter into force pursuant to this Article. If, after that first fifteen day period but within thirty days after the transmittal, the other Party contends that the management measures proposed by the designated Party, or any modification thereof agreed upon by the Commission that has not been objected to by the designated Party, are clearly inconsistent with the governing principles set forth in Article X, it may refer the matter to the Co-Chairmen for decision pursuant to paragraph 2 of Article XII. The measures proposed by the designated Party, or any modification thereof agreed upon by the Commission that has not been objected to by the designated Party, shall in the event of such referral be binding on the Parties and remain in force pending the outcome of the dispute settlement process provided for in this Agreement.

(d) If the Commission does not reach agreement on the measures proposed by the designated Party or on any modification thereof at least ninety days before the beginning of the fishing year, and the other Party contends that the proposed measures are clearly inconsistent with the governing principles set forth in Article X, that Party may refer the matter, not later than sixty days before the beginning of the fishing year, to the Co-Chairman for decision pursuant to paragraph 2 of Article XII. The measures proposed by the designated Party shall in the event of such referral, be binding on the Parties and remain in force pending the outcome of the dispute settlement process provided for in this Agreement.

(e) The management measures proposed by the designated Party, or any modification thereof agreed upon by the Commission that has not been objected to by the designated Party shall, in the absence of a referral to the Co-Chairman pursuant to subparagraph (c) or (d), become final and binding on both Parties for the fishing year to which they apply.

5. With respect to each stock listed in Annex C, the Commission shall serve as a forum for consultation on annual management measures, or amendments thereto, proposed by the Party having management responsibility. These consultations shall be held prior to the implementation of such measures by the Party having management responsibility, unless conservation considerations require their immediate implementation on a provisional basis pending the outcome of consultations. Management measures for these stocks must comply with governing principle 5, governing principle 6, and except as otherwise provided in this Agreement, governing principle 7 of Article X.

6. Proposals to be made by either Party pursuant to this Article shall be transmitted to the Commission and to the other Party as far in advance as possible of the meeting at which they are to be considered, and in any event not less than fifteen days in advance of that meeting.

7. Management measures adopted with respect to any stock listed in Annex A or B shall be for a term not exceeding one fishing year; but if for any reason annual management measures have not been adopted for that stock by the beginning of a fishing year, and no interim decision by the Arbitrator pursuant to Article XIX, paragraph

7(a) is in effect, the management measures applicable during the preceding fishing year shall remain in force pending the adoption of new management measures.

Article VII

1. Notwithstanding their final and binding character, the annual management measures for stocks listed in Annex A or B adopted under this Agreement may be amended in accordance with this Article.

2. Any management measure applicable to a stock listed in Annex A or B may be amended at any time by agreement of the Parties.

3. If in light of unforeseen circumstances a stock listed in Annex A or B is threatened with serious and immediate harm, or if there is an economic emergency in the fishery for the stock that can be alleviated without significant adverse effect upon the conservation of the stock, management measures for that stock may be amended during the fishing year in accordance with the following procedures:

(a) In the case of a stock listed in Annex A, such management measures may be amended by a joint decision of the Co-Chairmen for a period not exceeding thirty days. The Commission shall be convened immediately if the Co-Chairmen propose that the amendment should remain in force for a period exceeding thirty days. If the Commission has not reached agreement on the matter within fifteen days after the amendment enters into force, the Arbitrator shall decide the matter within a subsequent fifteen day period. The decision of the Commission or the Arbitrator, as the case may be, shall be final and binding and shall remain in force for the remainder of the fishing year or for such lesser period as may be specified in the decision. The Arbitrator shall take into account:

- (i) the circumstances giving rise to the amendment;
- (ii) the governing principles set forth in Article X; and
- (iii) the need to ensure that the catches of the Parties are in proportion to their respective entitlements.

(b) In the case of a stock listed in Annex B, such management measures may be amended by the designated Party upon at least seven days' advance notice to the other Party. If the other Party so requests, the Commission shall be convened immediately. If the Commission reaches agreement on the matter within fifteen days after it is convened, the decision of the Commission shall be final and binding. If the Commission does not reach agreement within that period, the other Party may refer the matter to the Arbitrator not later than twenty-one days after the amendment enters into force if it contends that:

- (i) the amendment is not justified by the circumstances;
- (ii) it is clearly inconsistent with the governing principles set forth in Article X; or
- (iii) it would result in catches which are not in proportion to the respective entitlements of the Parties for the fishing year.

The Arbitrator's decision shall be final and binding and shall remain in force for the remainder of the fishing year or for such lesser period as may be specified in the decision.

(c) If the Arbitrator decides that the application of an amended management measure adopted in accordance with this paragraph will have the effect of depriving a Party of a share of the catch in proportion to its entitlement for the fishing year, and that the matter cannot conveniently be rectified by means of an adjustment during the current fishing year, he may adjust the entitlements of the Parties for the subsequent fishing year in order to restore the balance of fishing opportunities reflected in this Agreement.

Article VIII

1. The Parties may, at any time, amend any provision of the Annexes by agreement.

2. The Commission may recommend to the Parties the amendment of any provision of an Annex including without limitation the addition or deletion of stocks, the transfer of stocks from one Annex to another, and changes in fishing entitlements and access areas. If neither Party objects to the recommendation within ninety days of its transmittal by the Commission, the recommendation shall become binding at the end of that ninety day period or at such later time as may be agreed by the Parties, and the Annex or Annexes concerned shall be amended accordingly. If either Party objects to the recommendation within that period, the Parties shall consult with a view to reaching agreement, but in the absence of agreement the recommended amendment shall not enter into force. If an objection is withdrawn by the Party which made that objection within ninety days after the expiration of the initial ninety day period for making objections, and no timely objection has been made and maintained by the other Party, the amendment shall enter into force, immediately upon the withdrawal of the objection; but after that further ninety day period the amendment shall not enter into force unless a new recommendation is made by the Commission and accepted by the Parties in accordance with the procedure set out in this Article.

Article IX

1. During the ninth year of each successive ten year period following entry into force of this Agreement, either Party may request a review of the entitlements of the Parties to any stock listed in the Annexes (other than the stocks of loligo squid, redfish in Subareas 3 and 4 and lobster), in accordance with the procedures and on the basis of the principles set forth in paragraph 2 of this Article.

2. (a) During the first nine months of the ninth year of the first ten year period following entry into force of this Agreement, and of the ninth year of each successive ten year period, the Parties shall, if either Party so requests, review their respective entitlements to any or all of the stocks listed in the Annexes. If, following this review, the Parties agree upon an increase or decrease in entitlements for a particular stock, such redetermined entitlements shall take effect at the beginning of the next fishing year for that stock and shall remain in effect until a subsequent redetermination, if any, of the entitlements to that particular stock enters into force pursuant to this Article.

(b) If the Parties do not reach agreement with respect to a stock during the first nine months of the ninth year of any ten year period, the Arbitrator shall decide the issue before the end of that ten year period in accordance with Chapter II. The redetermination by the Arbitrator of the entitlements of each Party for any stock shall reflect the average annual proportion of the stock in question which occurs in the maritime area in which each Party exercises exclusive fisheries jurisdiction as determined on the basis of the best information available concerning stock distribution and migratory patterns, abundance and availability and other relevant factors; provided that where appropriate the Arbitrator shall moderate any change which may be indicated by the foregoing criterion by taking into account the social and economic impact of any proposed changes on coastal communities and significant changes in the market value, abundance and availability of the stock in question as compared to the situation prevailing at the outset of the ten year period.

(c) Notwithstanding the foregoing, if the issue is referred to the Arbitrator for decision:

(i) the decrease in the entitlement of a Party to a particular stock shall not exceed ten percent of the annual permissible commercial catch for any stock for which that Party's entitlement upon entry into force of this Agreement was fifty percent or more of the annual permissible commercial catch, or five percent of the annual permissible commercial catch if that Party's entitlement upon entry into force of this Agreement was less than fifty percent of the annual permissible commercial catch, and

(ii) the overall reduction in any Party's entitlement to a particular stock as a result of successive redeterminations shall not exceed one-third of a Party's entitlement upon entry into force of this Agreement.

(d) Any entitlements redetermined by the Arbitrator for any stock shall enter into force at the beginning of the next fishing year for that stock. Any entitlement redetermined by the Arbitrator in accordance with this paragraph shall be binding on the Parties and remain in force until a subsequent redetermination, if any, of the entitlements to that particular stock enters into force pursuant to this Article.

3. If either Party is of the view that any time limit or other administrative procedure set forth in this Agreement is unsatisfactory, that Party may, at any time after five years following entry into force of this Agreement, request a review and renegotiation of the provision governing the procedure in question. If the Parties are unable to reach agreement within six months after any such request, the issue shall be decided by the Arbitrator in accordance with Chapter II.

4. This Agreement shall be amended as necessary to reflect any changes in entitlements or in procedures agreed by the Parties or determined by the Arbitrator in accordance with this Article.

Article X

The following governing principles shall apply to the stocks listed in Annexes A and B:

1. Management measures shall be designed to achieve the optimum yield from each stock subject to these principles, taking into account stock interrelationships and all other relevant ecological factors, and the nature and extent of the economic and social interests of each Party in the stock. Except as otherwise agreed by the Parties, they shall be designed to bring about an exploitation rate that will maintain the productivity of fishery resources over the long term. In particular, they shall be designed to prevent overfishing of fishery resources, to allow rebuilding of depleted stocks, and to avoid irreversible or long term adverse effects on fishery resources and the marine environment.

2. Management measures shall be based upon the best scientific information available.

3. Management measures shall take into account demonstrated degrees of stock and species interrelationships so that the productive potential of related stocks or species is not seriously threatened.

4. Management measures shall take into account the need for efficiency in administration and enforcement, including the minimization of costs; the avoidance of unnecessary duplication; the need for maintaining the confidence of each Party in the administration and enforcement actions of the other Party; and, to the extent consistent with the other principles set out in this Article, the need to avoid disruptive changes in patterns of exploitation.

5. Management measures shall provide to the nationals and vessels of each Party the opportunity to harvest its entitlement to the stock in question, and to this end shall take into account any differences in fishing methods, patterns and procedures.

6. Management measures shall ensure access by the nationals and vessels of each Party to the maritime area in which the other Party exercises exclusive fisheries jurisdiction for the purpose of harvesting entitlements under this Agreement where such access is provided for in the Annexes.

7. Management measures shall not discriminate in form or in effect between the nationals and vessels of the Parties.

Article XI

1. Management measures for stocks listed in the Annexes shall include the annual total allowable catch and the permissible commercial catch in each case where entitlements are based on the annual permissible commercial catch.

2. Management measures for a stock listed in Annex A or B may include:

(a) the designation of zones and periods in which fishing shall be limited or prohibited, or shall be permitted only by specified types of fishing vessels, or with specified types or quantities of gear;

(b) limitations on the catch of fish (based on area, size, number, weight, sex, incidental catch, total biomass, or other factors) which are appropriate for the conservation and management of the fishery;

(c) prohibitions, limitations, conditions, or requirements respecting the use of specified types or quantities of fishing gear,

fishing vessels, or equipment for such vessels, including devices which may be required to facilitate enforcement of applicable management measures; and

(d) such other measures as are necessary and appropriate for the conservation and management of the fishery.

3. Management measures for a stock listed in Annex A, B or C may include a system for limiting access to a fishery, or restricting fishing to certain vessels or fishermen, but such a system may be established under this Agreement only where directly related to conservation of the stock and not for the purpose of economic allocation. Furthermore, such a limited access system may not become a binding management measure with respect to a stock listed in Annex A, B or C without the express approval of both Parties, notwithstanding the dispute settlement provisions of this Agreement.

4. Nothing in this Agreement shall affect the right of each Party to make allocations among its own nationals and vessels in any manner consistent with its own domestic law, or to adopt supplementary regulations, applicable to its own nationals and vessels, which are not inconsistent pursuant thereto.

Article XII

1. If, with respect to a stock listed in Annex A, one of the Parties objects in accordance with Article VI, paragraph 3(a), to the management measures recommended by the Commission or the Commission fails to reach agreement on such measures in the circumstances described in Article VI, paragraph 3(b), the Co-Chairmen shall attempt to resolve the dispute. If the Co-Chairmen reach agreement within fifteen days after the dispute comes before them, their decision shall be final and binding on both Parties. The decision shall state the management measures to be applied during the fishing year in question. Within thirty days after their decision the Co-Chairmen shall submit a reasoned opinion setting forth the basis for their decision. If the Co-Chairmen are unable to reach agreement within fifteen days after the dispute comes before them, the Arbitrator shall decide the matter in accordance with Chapter II.

2. If, with respect to a stock listed in Annex B, a matter is referred to the Co-Chairman in the circumstances described in Article VI, paragraph 4 (c) or (d), the Co-Chairman shall attempt to determine jointly whether the management measures in dispute are clearly inconsistent with the governing principles set forth in Article X. If the Co-Chairmen reach agreement within fifteen days after the dispute is referred to them, their decision shall become final and binding on both Parties. Within thirty days after their decision the Co-Chairmen shall submit a reasoned opinion setting forth the basis for their decision. If the Co-Chairmen are unable to reach agreement within fifteen days after the dispute is referred to them, the Arbitrator shall decide the matter in accordance with Chapter II.

3. Subject to any other provisions for dispute settlement set forth in this Agreement, any other dispute involving the application or interpretation of this Agreement may be referred by either Party or by the Parties jointly to the Co-Chairman, who shall attempt to resolve the disputes. If the Co-Chairman reach agreement within

thirty days after the dispute is referred to them, their decision shall become final and binding on both Parties. Within thirty days after their decision the Co-Chairmen shall submit a reasoned opinion setting forth the basis for their decision. If the Co-Chairmen are unable to reach agreement within thirty days after the dispute is referred to them, the Arbitrator shall decide the matter in accordance with Chapter II. If either Party contends that a decision by the Co-Chairmen pursuant to this paragraph is in conflict with a prior decision of the Arbitrator, that Party may refer the matter to the Arbitrator for a definitive interpretation.

4. If the Co-Chairmen decide:

- (a) in the case of a dispute referred to in paragraph 2, that the management measures in dispute are clearly inconsistent with the governing principles set forth in Article X, or
- (b) in the case of a dispute referred to in paragraph 3, that a provision of this Agreement has been or is being contravened, they shall award appropriate relief which shall be final and binding unless the Parties agree to implement other relief. In the case of a dispute referred to in paragraph 2, relief shall be in the form of a direction as to the management measures to be implemented by the Parties.

Article XIII

1. When any document is transmitted by the Commission to the Parties, the Executive Secretary of the Commission shall record the date of transmittal of the document, and that date shall be considered to be the date of transmittal for all purposes of this Agreement.

2. Any document transmitted by a Party pursuant to this Agreement, including any referral to the Co-Chairmen or the Arbitrator, shall be transmitted both to the other Party and to the Commission. The Executive Secretary of the Commission shall record the date on which any such document is received at the headquarters of the Commission, and that date shall be considered to be the effective date of the document for all purposes of this Agreement.

3. Any period of time stated in this Agreement in terms of a specified number of days refers to calendar days.

4. Any time limit set out in this Agreement may be extended by agreement of the Parties.

Article XIV

1. The Parties shall exchange and make available to the Commission scientific data in their possession which is relevant to the work of the Commission.

2. The Commission may coordinate the collection of statistics and make recommendations to the Parties for cooperative research programs.

3. The Parties agree that cooperative fishery research and the exchange of biological data and statistical information respecting fisheries should continue and, where appropriate, be expanded.

Article XV

1. Each Party shall, with respect to the maritime area in which it exercises exclusive fisheries jurisdiction and with respect to vessels

subject to its jurisdiction, take all necessary measures to make effective the provisions of this Agreement and in particular, to ensure that the entitlements set out in the Annexes are not exceeded and that the management measures adopted pursuant to this Agreement are complied with. The Parties undertake to consult and cooperate in order to ensure effective enforcement of this Agreement.

2. Each Party shall require of its nationals and vessels reports of catch and related data for stocks listed in the Annexes in a manner determined by the Commission. Each Party may also require nationals and vessels of the other Party to make reports of catch and location data at reasonable intervals while fishing within the maritime area in which the former Party exercises exclusive fisheries jurisdiction.

3. Each Party shall make available to the Commission the data obtained pursuant to paragraph 2. The Commission and the Parties shall preserve the confidential nature of the records or statistics of individual catches and individual company operations.

4. The Parties agree to exchange fisheries statistics on a timely and regular basis where necessary to permit an accurate determination to be made of the time at which an entitlement referred to in an Annex is reached during any given fishing year, and otherwise to ensure the effective implementation of this Agreement.

Article XVI

1. The Parties agree that if a portion of an entitlement of one Party to a stock listed in an Annex, or a portion of a stock not listed in an Annex which occurs in the maritime area in which that Party exercises exclusive fisheries jurisdiction, is surplus to the requirements of that Party, consideration will be given to any request by the other Party for an allocation from that surplus. Any such allocation may be subject to such terms and conditions as may be agreed upon by the Parties.

2. If an allocation referred to in paragraph 1 is to be harvested in whole or in part within the maritime area in which the Party granting the allocation exercises exclusive fisheries jurisdiction, that Party may require the vessels fishing for the allocation within that area to obtain licenses or permits upon the payment of reasonable fees and to abide by any other requirements applicable to vessels of third parties.

Article XVII

1. All fishing pursuant to the Annexes by nationals and vessels of either Party within the maritime area in which the other Party exercises exclusive fisheries jurisdiction shall be conducted seaward of twelve nautical miles from the coast and of the point at which any bay ceases to exceed twenty-four nautical miles in breadth, except where a provision of an Annex specifically provides for access landward of those limits.

2. Each party may authorize vessels of third parties to harvest a portion of its entitlements if:

- (a) such authorization is given only for one fishing year at a time;

(b) such vessels are permitted to fish only within the maritime area in which the authorizing Party exercises exclusive fisheries jurisdiction; and

(c) such vessels are subject to management measures at least as restrictive as those in force under this Agreement.

3. Subject to and in accordance with applicable regulations and permit and licensing requirements, including the payment of fees, recreational fishing by nationals and vessels of each Party may be conducted in areas off the east coast of the United States and Canada, including areas landward of the area referred to in paragraph 1; except that licensing or permit requirements directed specifically at foreign fishing vessels pursuant to the Coastal Fisheries Protection Act of Canada and the Fishery Conservation and Management Act of 1976 of the United States of America, as they may be amended from time to time, or pursuant to any statute replacing such Acts, shall not apply.

4. Either Party may, with respect to the maritime area in which it exercises exclusive fisheries jurisdiction, require that commercial fishermen and vessels of the other Party obtain a permit or license for the purpose of fishing for entitlements set out in the Annexes. Except as otherwise agreed between the Parties, no fees shall be required for such licenses or permits.

5. Either Party may require that agents are appointed and maintained within its territory who possess the authority to receive and respond to any legal process with respect to a vessel owner or operator for any cause arising out of the conduct of fishing activities under this Agreement.

6. If during any fishing year the nationals and vessels of either Party exceed an entitlement established by this Agreement, the Commission shall determine an amount to be deducted from the entitlement of that Party to the stock concerned, and may determine an amount to be added to the entitlement of the other Party, for the following fishing year or years. If the Commission is unable to agree on the matter, the matter shall be referred to dispute settlement in accordance with paragraph 3 of Article XII.

7. Each Party shall permit transfers of herring between the nationals and vessels of the Parties in the maritime area in which it exercises exclusive fisheries jurisdiction within Division 5Y, within the Bay of Fundy, and elsewhere within Division 4X west of 65 degrees west longitude. The Parties agree that the principal purpose of this provision is to permit the continuation of transfers of herring intended for purposes other than reduction.

8. Each Party shall have the right to place observers on the vessels of the other Party fishing within the maritime area in which the former Party exercises exclusive fisheries jurisdiction.

Chapter II

ARBITRATION

Article XVIII

1. An impartial arbitrator (herein the Arbitrator) shall be appointed jointly by the Parties when instruments of ratification of this

Agreement are exchanged, and thereafter from time to time as set forth in this Article.

2. The Arbitrator shall decide issues submitted to arbitration in accordance with this Agreement. When a dispute has been considered but not resolved by the Co-Chairmen, the Co-Chairmen shall submit a statement of the issues to the Arbitrator.

3. The Arbitrator's decision on matters referred to arbitration shall be final and binding upon the Parties except that either Party may request a review of a decision if it discovers the existence of a new factor of decisive importance which was unknown to that Party when the decision was rendered, provided that such lack of knowledge was not due to negligence.

4. Every decision by the Arbitrator shall be supported by a reasoned opinion setting forth the basis on which the decision was reached. This reasoned opinion shall be issued not later than thirty days after the decision is reached.

5. The Arbitrator may award appropriate relief in his decision, which shall be final and binding unless the Parties agree to implement other relief. In the case of a dispute respecting management measures, such relief shall be in the form of a direction as to the measures to be implemented by the Parties for the stock in question. In cases where time permits, the Arbitrator may make a preliminary recommendation with respect to the relief to be awarded and allow the Parties a period of time in which to consult before relief is awarded in a final and binding fashion.

6. Subject to paragraph 7, the Arbitrator shall be appointed for a term of five years, unless a shorter term is agreed upon by the Parties and the Arbitrator. An Arbitrator may be appointed to more than one term.

7. Either Party may at any time transmit to the other Party a written notice stating that it withdraws its consent to the service of the Arbitrator, in which case the Parties shall jointly appoint a successor within a period of ninety days after the transmittal of the written notice. If a successor is not appointed by the Parties by the end of that period, the Parties shall immediately request the President of the International Court of Justice to appoint an Arbitrator within a period of ninety days after the expiration of the initial ninety day period. In the circumstances described in this paragraph, the incumbent Arbitrator shall retain competence to hear and decide any matter referred to him before the appointment of his successor.

8. The Parties shall jointly appoint a new Arbitrator:

(a) prior to the expiration of the term of office of the incumbent, or

(b) when the office becomes vacant more than ninety days before the expiration of a term of office, not later than ninety days after the vacancy first occurs.

If the Parties have not appointed a new Arbitrator by the time referred to in subparagraph (a) or (b), as the case may be, they shall immediately request the President of the International Court of Justice to appoint an Arbitrator within a period of ninety days after that time.

9. In each case where the President of the International Court of Justice appoints an Arbitrator, he shall select, following consultations with the Parties, a person who is not a national or permanent resident of Canada or the United States of America.

10. The remuneration of the Arbitrator and his expense allowances shall be determined by the Parties at the time of his appointment, and may be modified from time to time with the agreement of the Parties and the Arbitrator. These costs shall be included in the budget of the Commission as joint expenses of the Commission. The Arbitrator shall be provided with office facilities and services at the headquarters of the Commission.

Article XIX

1. Except as may otherwise be specified in this Agreement or agreed between the Parties, when a matter is referred to arbitration, the Arbitrator shall render a decision:

(a) in the case of a dispute respecting management measures, within thirty days after the date on which he is seized of the matter, or

(b) in the case of any other dispute, within ninety days after the date on which he is seized of the matter.

2. In the case of a dispute which has been considered but not resolved by the Co-Chairmen, the Arbitrator shall take into account the opinions of the Co-Chairmen and the reasons for their inability to resolve the dispute.

3. The Arbitrator shall provide an opportunity for each Party to present evidence and arguments both in writing and, if requested by either of the Parties, in oral hearing.

4. The Arbitrator may seek, with the agreement of both Parties, the advice of experts. The advice given the Arbitrator by any such experts shall be made part of the record of the proceedings and shall be made available to the Parties, who shall be afforded an opportunity to comment on any such advice.

5. In any arbitration, each Party shall have the right to call its own witnesses, to present documentary evidence, and to cross-examine the witnesses of the other Party. The Arbitrator shall not be bound by any technical rules respecting the admissibility of evidence, but may take such rules into account in considering the relevance or probative value of any evidence presented.

6. Each Party shall bear its own expenses associated with an arbitration. All other expenses of the arbitration not included in the budget of the Commission as provided in paragraph 10 of Article XVIII shall be shared equally by the Parties. The Parties shall provide facilities for the arbitration of any matter in such manner as may be agreed between them or as may be required by the Arbitrator.

7. When a dispute respecting management measures comes before the Arbitrator less than thirty days before the beginning of the fishing year for that stock, or in any other case where a decision is required as a matter of urgency, the Arbitrator may either:

(a) render an interim decision to safeguard the interests of the Parties pending the final decision, or

(b) establish procedures for an expedited hearing of the case subject only to the right of both Parties to have a full opportunity to be heard.

8. Decisions of the Arbitrator shall be made public.

9. After a decision is rendered, the Arbitrator shall retain competence to clarify the meaning or scope of the decision at the request of either Party, or, where relief has been granted, of determining any question of compliance submitted by the Party in whose favor the relief was granted.

10. Subject to this Agreement, the Arbitrator shall determine all question of compliance submitted by the Party in whose favor the relief was granted.

Party is given a full opportunity to present its evidence and arguments.

Chapter III

MISCELLANEOUS

Article XX

The Annexes attached hereto form an integral part of this Agreement. All references to this Agreement shall be understood as including the Annexes in force.

Article XXI

Pending delimitation of the maritime boundary in the Gulf of Maine area, the following principles shall be applied as interim measures in the boundary region:

- (a) as between the Parties, enforcement shall be carried out by the flag state;
- (b) neither Party shall authorize fishing by vessels of third parties; and
- (c) either Party may enforce with respect to fishing or related activities by vessels of third parties.

Article XXII

Each Party shall allow access to its customs ports on the east coast for nationals and vessels of the other Party fishing pursuant to this Agreement, for the purposes of purchasing bait, supplies, outfits, fuel, and effecting repairs. Access under this provision is subject to general requirements regarding advance notice of port entry, availability of facilities and the needs of domestic fishermen and flag vessels.

Article XXIII

A reference in this Agreement to the maritime area in which a Party exercises exclusive fisheries jurisdiction includes without distinction areas within the seaward of the internal waters and territorial sea of that Party.

Article XXIV

Nothing in this Agreement shall affect the position of either Party with respect to the legal nature and seaward extent of internal waters, of the territorial sea, of the continental shelf, of fisheries jurisdiction, or of sovereign rights or jurisdiction for any other purpose under international law.

Article XXV

1. This Agreement shall be subject to ratification in accordance with the domestic requirements of the Parties and shall enter into force on the date instruments of ratification of this Agreement and the Treaty Between the Government of the United States of America and the Government of Canada To Submit to Binding Dispute Settlement the Delimitation of the Maritime Boundary in the Gulf of Maine Area signed at Washington on March 29, 1979 are exchanged. The instruments of ratification shall be exchanged at Ottawa as soon as possible.

2. Subject to paragraph 3, this Agreement shall remain in force until terminated by agreement of the Parties.

3. If the Agreement Between the Government of the United States of America and the Government of Canada To Submit to a Court of Arbitration the Delimitation of the Maritime Boundary in the Gulf of Maine Area (the Arbitration Agreement), annexed to the Treaty referred to in paragraph 1, enters into force, and

(a) the Court of Arbitration provided for in the Arbitration Agreement is not constituted within one year following entry into force of the Arbitration Agreement, or

(b) following the constitution of the Court of Arbitration, a vacancy on the Court of Arbitration is not filled in accordance with Article XI of the Arbitration Agreement within six months from the date on which the vacancy occurred,

either Party may, prior to the decision of the Court of Arbitration on the question posed in Article I of the Arbitration Agreement, terminate this Agreement upon six months' written notice to the other Party; provided that if within such six month notice period the Court of Arbitration is constituted and any vacancy or vacancies which may have occurred are filled, the notice of termination shall be without effect and shall be withdrawn.

In Witness Whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed this Treaty.

Done in two copies at Washington, D.C. this twenty-ninth day of March 1979, in the English and French languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:
POUR LE GOUVERNEMENT DES
ETATS-UNIS D'AMERIQUE:

Lloyd M. Cutler

FOR THE GOVERNMENT OF
CANADA:
POUR LE GOUVERNEMENT DU
CANADA:

Br. Topp

ANNEX A

This Annex establishes the terms of fishing access and entitlements with respect to each of the fish stocks listed below, and deals with other related matters. Each stock is defined by species and geographical location within the subareas, divisions or subdivisions described in Annex D, or in the case of northern lobster, within the boundary region of the Gulf of Maine area pending delimitation of the maritime boundary in that area.

ATLANTIC MACKEREL

1. For the stock of Atlantic mackerel (*Scomber scombrus*) located in Subareas 3, 4, 5 and 6, the following terms shall apply:
 - (a) Each fishing year vessels of the United States may catch 60 percent of the annual permissible commercial catch set for this stock under this Agreement, and vessels of Canada 40 percent of the annual permissible commercial catch.
 - (b) In a manner consistent with applicable management measures, vessels of each Party may fish for this stock throughout the portion of Subareas 3, 4, 5 and 6 in which that Party exercises exclusive fisheries jurisdiction. Pending delimitation of the maritime boundary in the Gulf of Maine area, vessels of either Party may fish for this stock within the boundary region.
 - (c) The annual total allowable catch and permissible commercial catch for this stock shall be determined in accordance with the procedures applicable to stocks listed in this Annex.
 - (d) Notwithstanding the inclusion of this stock in Annex A, management measures for this stock, other than the annual total allowable catch and permissible commercial catch, shall be determined in accordance with the procedures applicable to stocks listed in Annex B. For this purpose each Party is the Party of primary interest in the maritime area in which it exercises exclusive fisheries jurisdiction and, with respect to its own nationals and vessels, in the boundary region pending delimitation of the maritime boundary in the Gulf of Maine area.
 - (e) Allocations of surplus and requirements established by either Party regarding fishing for this stock by vessels of third parties in the maritime area in which that Party exercises exclusive fisheries jurisdiction shall be the subject of prior consultations between the Parties.
 - (f) At the beginning of the fourth fishing year following the entry into force of this Agreement, the Parties shall consider whether scientific evidence warrants the setting of the annual total allowable catch for the northern or southern components of this stock in accordance with procedures applicable to stocks listed in Annex B. If after the ninth month of the fourth fishing year following entry into force of this Agreement the Parties disagree

whether such a change is appropriate for either or both components, either Party may refer the issue to the Arbitrator for decision in accordance with Chapter II of this Agreement. The Annex or Annexes concerned shall be amended as necessary to reflect changes agreed upon by the Parties or determined by the Arbitrator.

POLLOCK

2. For the stock of pollock (*Pollachius virens*) located in Divisions 4V, 4W and 4X and in Subarea 5, the following terms shall apply:

(a) Each fishing year vessels of Canada may catch 74.4 percent of the annual permissible commercial catch set for this stock under this Agreement, and vessels of the United States 25.6 percent of the annual permissible commercial catch.

(b) In a manner consistent with applicable management measures, vessels of Canada may fish for this stock only throughout Divisions 4V, 4W, 4X, Subdivision 5Ze and that portion of Division 5Y which is in the maritime area in which Canada exercises exclusive fisheries jurisdiction; and vessels of the United States may fish for this stock throughout Subarea 5 and Division 4X only.

CUSK

3. For the stock of cusk (*Brosme brosme*) located in Subdivision 5Ze, the following terms shall apply:

(a) Each fishing year vessels of Canada may catch 66 percent of the annual permissible commercial catch set for this stock under this Agreement, and vessels of the United States 34 percent of the annual permissible commercial catch.

(b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Subdivision 5Ze.

NORTHERN LOBSTER

4. For the stock of northern lobster (*Homarus americanus*) located in the boundary region of the Gulf of Maine area, the following terms shall apply:

(a) Until the end of the fishing year in which the maritime boundary in the Gulf of Maine area has been determined, vessels of both Parties may fish for this stock within the boundary region in a manner consistent with applicable management measures, but vessels of neither Party shall expand their directed fisheries for this stock, except as authorized by the Commission.

(b) Management of this stock shall be in accordance with procedures applicable to stocks listed in this Annex, until the end of the fishing year in which the maritime boundary in the Gulf of Maine area has been determined, at which time this paragraph shall no longer apply.

ANNEX B

This Annex establishes the terms of fishing access and entitlements with respect to each of the fish stocks listed below, designates the Party of primary interest with respect to the management of each stock, and deals with other related matters. Each stock is defined by species and geographical location within the subareas, divisions or subdivisions described in Annex D.

ATLANTIC HERRING

1. For the stock of Atlantic herring (*Clupea harengus*) located in Divisions 4W and 4X and in the portion of Division 5Y which encompasses the Grand Manan Banks, and not including the juvenile herring located within three nautical miles of the coast of Canada, the following terms shall apply:

(a) Each fishing year vessels of Canada may catch 100 percent of the annual permissible commercial catch set for this stock under this Agreement.

(b) In a manner consistent with applicable management measures, vessels of Canada may fish for this stock throughout Divisions 4W and 4X and in the portion of Division 5Y which encompasses the Grand Manan Banks. Vessels of the United States may not fish for this stock.

(c) Canada is the Party of primary interest with respect to the management of this stock.

2. For the stock of Atlantic herring (*Clupea harengus*) located in Division 5Y, excluding the portion of Division 5Y which encompasses the Grand Manan Banks, and not including the juvenile herring located within three nautical miles of the coast of the United States, the following terms shall apply:

(a) Each fishing year vessels of the United States may catch 100 percent of the annual permissible commercial catch set for this stock under this Agreement.

(b) In a manner consistent with applicable management measures, vessels of the United States may fish for this stock throughout Division 5Y, excluding the portion of Division 5Y which encompasses the Grand Manan Banks. Vessels of Canada may not fish for this stock.

(c) The United States is the Party of primary interest with respect to the management of this stock.

3. For the stock of Atlantic herring (*Clupea harengus*) located in Division 5Z and Subarea 6, the following terms shall apply:

(a) During each of the first three fishing years following entry into force of this Agreement, vessels of Canada may catch 2,000 metric tons of this stock, regardless of the annual permissible commercial catch set for this stock under this Agreement. During the same period, each fishing year vessels of the United States

may catch 100 percent of the annual permissible commercial catch set for this stock, less 2,000 metric tons.

(b) During the fourth, fifth and sixth fishing years following entry into force of this Agreement, each fishing year vessels of Canada may catch 2,000 metric tons of this stock plus 50 percent of any portion of the annual permissible commercial catch for this stock which exceeds 21,000 metric tons; except where the permissible commercial catch has been set at a level above 45,000 metric tons, in which case they may catch one-third of the annual permissible commercial catch for this stock. During the same period, each fishing year vessels of the United States may catch 100 percent of the first 21,000 metric tons of the annual permissible commercial catch for this stock, less 2,000 metric tons, plus 50 percent of any portion of the annual permissible commercial catch which exceeds 21,000 metric tons; except where the annual permissible commercial catch for this stock has been set above 45,000 metric tons, in which case they may catch two-thirds of the annual permissible commercial catch.

(c) After the sixth fishing year following entry into force of this Agreement, each fishing year vessels of Canada may catch one-third of the annual permissible commercial catch set for this stock under this Agreement. During the same period, each fishing year vessels of the United States may catch two-thirds of the annual permissible commercial catch for this stock.

(d) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock in Division 5Z and Subarea 6, but vessels of the United States may not fish for this stock east of 66° west longitude and vessels of Canada may not fish for this stock west of 68°30' west longitude.

(e) The United States is the Party of primary interest with respect to the management of this stock.

4. After the third fishing year following entry into force of this Agreement, the Parties shall review the management categorization of each of the three stocks of herring listed in paragraphs 1 through 3 of this Annex. If either Party believes data on any of these stock is inadequate, no change shall be made to the management categorization applicable to any of the three stocks. After the sixth fishing year following entry into force of this Agreement, the management categorization of each of the stocks in question shall again be reviewed by the Parties, and if the Parties cannot agree on the action to be taken, either Party may refer the matter to the Arbitrator for decision in accordance with Chapter II. The Annexes shall be amended as necessary to reflect changes agreed upon by the Parties or determined by the Arbitrator pursuant to this paragraph.

5. The Parties shall undertake joint research into herring stock structure, in order to improve the scientific basis for the review provided for in paragraph 4.

6. In this Annex "juvenile herring" means herring which are less than three years of age. This definition shall be reviewed periodically by the Commission with a view to any change in this definition, if necessary.

SEA SCALLOPS

7. For the stock of sea scallops (*Placopecten magellanicus*) located in Subdivision 5Ze, the following terms shall apply:

(a) Each fishing year vessels of Canada may catch 73.35 percent of the annual permissible commercial catch set for this stock under this Agreement and in accordance with this Annex and vessels of the United States 26.65 percent of the annual permissible commercial catch.

(b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Subdivision 5Ze.

(c) Subject to subparagraph (d), Canada shall be the Party of Primary interest with respect to that portion of this stock located east of 68°30' west longitude and the United States shall be the Party of primary interest with respect to that portion of this stock located west 68°30' west longitude. The annual permissible commercial catch for this stock shall be the sum of the annual harvest limit for the portion of this stock for which Canada is the Party of primary interest and the annual harvest limit for the portion of this stock for which the United States is the Party of primary interest.

(d) Notwithstanding the inclusion of this stock in Annex B, management measures respecting size limits (e.g., shell sizes and meat counts) shall be determined for this entire stock in accordance with the procedures applicable to stocks listed in Annex A.

ATLANTIC COD

8. For the stock of Atlantic cod (*Gadus morhua*) located in Division 5Z, the following terms shall apply:

(a) Each fishing year vessels of the United States may catch 83 percent of the annual permissible commercial catch set for this stock under this Agreement, and vessels of Canada 17 percent of the annual permissible commercial catch.

(b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Division 5Z.

(c) The United States is the Party of primary interest with respect to the management of this stock.

HADDOCK

9. For the stock of haddock (*Melanogrammus aeglefinus*) located in Subarea 5, the following terms shall apply:

(a) Each fishing year vessels of the United States may catch 79 percent of the annual permissible commercial catch set for this stock under this Agreement, and vessels of Canada 21 percent of the annual permissible commercial catch.

(b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Subarea 5.

(c) The United States is the Party of primary interest with respect to the management of this stock.

SILVER HAKE

10. For the stock of silver hake (*Merluccius bilinearis*) located in Subdivision 5Ze, the following terms shall apply:

(a) Each fishing year vessels of the United States may catch 90 percent of the annual permissible commercial catch set for this stock under this Agreement, and vessels of Canada 10 percent of the annual permissible commercial catch.

(b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Subdivision 5Ze.

(c) The United States is the Party of primary interest with respect to management of this stock.

RED HAKE

11. For the stock of red hake (*Urophycis chuss*) located in Subdivision 5Ze, the following terms shall apply:

(a) Each fishing year vessels of the United States may catch 90 percent of the annual permissible commercial catch set for this stock under this Agreement, and commercial vessels of Canada 10 percent of the annual permissible commercial catch.

(b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Subdivision 5Ze.

(c) The United States is the Party of primary interest with respect to the management of this stock.

ATLANTIC ARGENTINE

12. For the stock of Atlantic argentine (*Argentina silus*) located in Divisions 4V, 4W and 4X, and in Subarea 5, the following terms shall apply:

(a) Each fishing year vessels of Canada may catch 75 percent of the annual permissible commercial catch set for this stock under this Agreement, and vessels of the United States 25 percent of the annual permissible commercial catch.

(b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Divisions 4V, 4W and 4X and Subarea 5.

(c) Canada is the Party of primary interest with respect to the management of this stock.

WHITE HAKE

13. For the stock of white hake (*Urophycis tenuis*) in Divisions 4V, 4W and 4X, the following terms shall apply:

(a) Each fishing year vessels of Canada may catch 94 percent of the annual permissible commercial catch set for this stock under this Agreement, and vessels of the United States 6 percent of the annual permissible commercial catch.

(b) In a manner consistent with applicable management measures, vessels of Canada may fish for this stock throughout Divisions 4V, 4W and 4X and vessels of the United States may fish for this stock throughout Division 4X only.

(c) Canada is the Party of primary interest with respect to the management of this stock.

14. For the stock of white hake (*Urophycis tenuis*) in Subarea 5, the following terms shall apply:

(a) Each fishing year vessels of the United States may catch 94 percent of the annual permissible the commercial catch set for this stock under this Agreement, and vessels of Canada 6 percent of the annual permissible commercial catch.

(b) In a manner consistent with applicable management measures, vessels of the United States may fish for this stock throughout Subarea 5 and vessels of Canada may fish for this stock only in Subdivision 5Ze and in that portion of division 5Y which is in the maritime area in which Canada exercises exclusive fisheries jurisdiction.

(c) The United States is the Party of primary interest with respect to the management of this stock.

15. If new information concerning the stocks of white hake listed in paragraphs 13 and 14, respectively, indicates that alternative arrangements would be mutually advantageous, the terms applicable to fishing access and entitlements and management of these stocks may be changed by agreement of the Parties.

ILLEX SQUID

16. For the stock of illex squid (*Illex illecebrosus*) located in Subareas 3, 4, 5 and 6, the following terms shall apply:

(a) The vessels of each Party may fish for this stock only in the area in which it exercises exclusive fisheries jurisdiction. Pending delimitation of the maritime boundary in the Gulf of Maine area, vessels of the Parties shall not fish for this stock in the boundary region, except by agreement of the Parties.

(b) Canada is the Party of primary interest with respect to the management of that portion of this stock located in Subareas 3 and 4. The United States is the Party of primary interest with respect to the management of that portion of this stock located in Subareas 5 and 6.

ANNEX C

This Annex establishes the terms of fishing access and entitlements with respect to each of the fish stocks listed below, designates the Party which will manage that stock, and deals with other related matters. Each stock is defined by species and geographical location within the subareas, divisions or subdivisions described in Annex I.

ATLANTIC COD

1. For the stock of Atlantic cod (*Gadus morhua*) located in Division 4W and Subdivision 4Vs, the following terms shall apply:
 - (a) Each fishing year vessels of Canada may catch 98.6 percent of the annual permissible commercial catch set for this stock under this Agreement, and vessels of the United States 1.4 percent of the annual permissible commercial catch.
 - (b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Division 4W and Subdivision 4Vs.
 - (c) Canada shall determine the management measures for this stock.
2. For the stock of Atlantic cod (*Gadus morhua*) located in the portion of Division 4X south and east of straight lines connecting coordinates 44°20' north latitude, 63°20' west longitude; then 43°00' north latitude, 65°40' west longitude; then 43°00' north latitude, 67°40' west longitude, the following terms shall apply:
 - (a) Each fishing year vessels of Canada may catch 92.5 percent of the annual permissible commercial catch set for this stock under this Agreement, and vessels of the United States 7.5 percent of the annual permissible commercial catch.
 - (b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout the portion of Division 4X specified in this paragraph.
 - (c) Canada shall determine the management measures for this stock.
3. For the stock of Atlantic cod (*Gadus morhua*) located in Subarea 5Y, the following terms shall apply:
 - (a) Each fishing year vessels of the United States may catch 98.4 percent of the annual permissible commercial catch set for this stock under this Agreement, and vessels of Canada 1.6 percent of the annual permissible commercial catch.
 - (b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Subarea 5Y.
 - (c) The United States shall determine the management measures for this stock.

HADDOCK

4. For the stock of haddock (*Melanogrammus aeglefinus*) located in Divisions 4V and 4W, the following terms shall apply:

(a) Each fishing year vessels of Canada may catch 90 percent of the annual permissible commercial catch set for this stock under this Agreement, and vessels of the United States 10 percent of the annual permissible commercial catch.

(b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Divisions 4V and 4W.

(c) Canada shall determine the management measures for this stock.

5. For the stock of haddock (*Melanogrammus aeglefinus*) located in Division 4X, the following terms shall apply:

(a) Each fishing year vessels of Canada may catch 90 percent of the annual permissible commercial catch set for this stock under this Agreement, and vessels of the United States 10 percent of the annual permissible commercial catch.

(b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Division 4X.

(c) Canada shall determine the management measures for this stock.

ATLANTIC REDFISH

6. For the stock of Atlantic redfish (*Sebastes marinus*) located in Divisions 4V, 4W and 4X, the following terms shall apply:

(a) Each fishing year vessels of Canada may catch 65 percent of the annual permissible commercial catch set for this stock under this Agreement, and vessels of the United States 35 percent of the annual permissible commercial catch.

(b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Divisions 4V, 4W and 4X.

(c) Canada shall determine the management measures for this stock.

7. For the stock of Atlantic redfish (*Sebastes marinus*) located in Divisions 4R, 4S and 4T, the following terms shall apply:

(a) Each fishing year vessels of Canada based outside the Gulf of St. Lawrence may catch 90 percent of any portion of the annual permissible commercial catch for this stock set under this Agreement for vessels based outside the Gulf of St. Lawrence, and vessels of the United States 10 percent of that portion of the annual permissible commercial catch.

(b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Divisions 4R, 4S and 4T where subparagraph (a) is applicable.

(c) Canada shall determine the management measures for this stock.

8. For the stock of Atlantic redfish (*Sebastes marinus*) located in Division 3-O, the following terms shall apply:

(a) Subject to paragraph 9 of this Annex, each fishing year vessels of the United States may catch 600 metric tons of the annual permissible commercial catch set for this stock under this Agreement, and vessels of Canada 100 percent of the annual permissible commercial catch, less 600 metric tons.

(b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Division 3-O.

(c) Canada shall determine the management measures for this stock.

9. For the stock of Atlantic redfish (*Sebastes marinus*) located in Division 3P, the following terms shall apply:

(a) Upon the delimitation of the maritime boundary between Canada and France, the United States may request that its entitlement to 600 metric tons of the Division 3-O redfish stock be exchanged for an equivalent entitlement to this stock. If Canada agrees to such an entitlement for vessels of the United States, each fishing year thereafter vessels of the United States may catch 600 metric tons of the annual permissible commercial catch set for this stock under this Agreement, and vessels of Canada 100 percent of the annual permissible commercial catch, less 600 metric tons; and paragraph 8 of this Annex shall cease to apply.

(b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Division 3P where subparagraph (a) is applicable.

(c) Canada shall determine the management measures for this stock.

10. For the stock of Atlantic redfish (*Sebastes marinus*) located in Subarea 5, the following terms shall apply:

(a) Each fishing year vessels of the United States may catch 99 percent of the annual permissible commercial catch set for this stock under this Agreement, and vessels of Canada 1 percent of the annual permissible commercial catch.

(b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Subarea 5.

(c) The United States shall determine the management measures for this stock.

11. Upon expiration of the tenth year following entry into force of this Agreement, paragraphs 6 through 9 of this Annex, which pertain to four redfish stocks, shall no longer apply, after which time fishing for such stocks in the maritime area in which each Party exercises exclusive fisheries jurisdiction shall be governed by the domestic law of that Party.

OTHER ATLANTIC GROUND FISH

12. For the stocks of other Atlantic groundfish located in Subareas 3 and 4, including all Atlantic groundfish species but excluding those stocks listed elsewhere in this Annex or in Annex A or B, the following terms shall apply:

(a) Each fishing year vessels of Canada may catch 99 percent of the annual permissible commercial catch set for any one or

more of these stocks under this Agreement, and vessels of the United States 1 percent of the annual permissible commercial catch. Depending on management preferences, an annual permissible commercial catch may be set individually for any of these stocks, in the aggregate for a grouping of two or more such stocks, or in both ways.

(b) In a manner consistent with applicable management measures, vessels of Canada may fish for these stocks through Subareas 3 and 4. Vessels of the United States may catch these stocks only incidentally in fishing for other stocks listed in this Annex or in Annex A or B, and may catch these stocks in Subareas 3 and 4, to the extent authorized to fish for such other stocks and in a manner consistent with applicable management measures.

(c) Canada shall determine the management measures for these stocks.

13. For the stocks of other Atlantic groundfish located in Subarea 5, including all Atlantic groundfish species but excluding those stocks listed elsewhere in this Annex or in Annex A or B, the following terms shall apply:

(a) Each fishing year vessels of the United States may catch 99 percent of the annual permissible commercial catch set for any one or more of these stocks under this Agreement, and vessels of Canada 1 percent of the annual permissible commercial catch. Depending on management preferences, an annual permissible commercial catch may be set individually for any of these stocks, in the aggregate for a grouping of two or more such stocks, or in both ways.

(b) In a manner consistent with applicable management measures, vessels of the United States may fish for these stocks throughout Subarea 5. Vessels of Canada may catch these stocks only incidentally in fishing for other stocks listed in this Annex or in Annex A or B, and may catch these stocks in Subarea 5 to the extent authorized to fish for such other stocks and in a manner consistent with applicable management measures.

(c) The United States shall determine the management measures for these stocks.

NORTHERN LOBSTER

14. For the stock of northern lobster (*Homarus americanus*) located in Subareas 4 and 5, upon the delimitation of the maritime boundary in the Gulf of Maine area, the following terms shall apply:

(a) Vessels of each Party, in a manner consistent with applicable management measures, may fish for this stock only in the portion of Subareas 4 and 5 which is within its exclusive fisheries jurisdiction, subject to subparagraph (c).

(b) Each Party shall determine the management measures for this stock in the portion of Subareas 4 and 5 which is within its exclusive fisheries jurisdiction, subject to subparagraph (c).

(c) The Parties agree to review the possibility of fishing for this stock by vessels of one Party in the area under the exclusive fisheries jurisdiction of the other Party, on a basis of reciprocity.

Any arrangements that may be agreed for such reciprocal fishing access to this stock shall include provisions for the minimization of conflicts between lobster fishing vessels and gear and other types of fishing vessels and gear. If the Parties agree on arrangements for such reciprocal access, but cannot agree on the nature of gear conflict provisions, the question of gear conflict provisions may be referred by either Party to the Arbitrator for decision in accordance with Chapter II. This Annex shall be amended as necessary to reflect changes agreed by the Parties or determined by the Arbitrator.

LOLIGO SQUID

15. For the stock of loligo squid (*Loligo pealei*) located in Division 5Z and Subarea 6, the following terms shall apply:

(a) Each fishing year vessels of the United States may catch 91 percent of the annual permissible commercial catch set for this stock under this Agreement, and vessels of Canada 9 percent of the annual permissible commercial catch.

(b) In a manner consistent with applicable management measures, vessels of both Parties may fish for this stock throughout Division 5Z and Subarea 6.

(c) The United States shall determine the management measures for this stock. To the extent reasonably necessary to assure levels of incidental catch of other species which are consistent with United States management goals and to avoid conflicts between different types of fishing vessels and gear, the management measures applicable to the vessels of Canada may be more restrictive than measures applicable to vessels of the United States; provided, however, that the management measures applicable to vessels of Canada shall be designed to assure them the opportunity to catch the full Canadian entitlement without undue fishing hardship.

(d) Upon expiration of the tenth year following entry into force of this Agreement, this paragraph shall no longer apply.

INCIDENTAL CATCH

16. Regarding the incidental catch of stocks not included in paragraph 12 or 13 of this Annex, the Parties shall consult periodically in an effort to develop suitable arrangements consistent with the objectives of this Agreement. At the request of either Party the incidental catch provisions of paragraph 12 or 13 applicable to other Atlantic groundfish stocks, including entitlements, shall be reviewed by the Commission to determine whether such provisions are resulting in undue restriction on the ability of vessels of that Party to harvest its other entitlements under this Agreement. Changes in any incidental catch provision may be agreed upon by the Parties and this Annex shall be amended accordingly. Temporary relaxations of such a provision may be implemented immediately if so agreed by both Parties.

ACCESS TO GRAND MANAN ISLAND AREA

17. (a) Subject to this paragraph, where vessels of the United States are authorized by this Annex or by Annex A or B to fish for

a groundfish stock throughout Division 4X, such vessels may have access to the area from three to twelve nautical miles from the coast of Grand Manan Island, but seaward of twelve nautical miles from the mainland coast of Canada.

(b) Fishing access pursuant to subparagraph (a) shall be on an equal footing with vessels of Canada and in particular shall be subject to nondiscriminatory Canadian regulations respecting the dimensions of vessels which may fish in this area.

(c) Fishing access pursuant to subparagraph (a) shall be restricted to traditional patterns of fishing and levels of effort by vessels of the classes which may fish in the area.

(d) The Parties agree that best efforts shall be exerted to prevent gear conflicts from arising out of the fishing access provided for in subparagraph (a); and without restricting the generality of subparagraph (b), they further agree that vessels exercising such rights of access shall observe nondiscriminatory Canadian regulations regarding gear conflicts.

ANNEX D

The subareas, divisions and subdivisions used to describe the fishery stocks listed in Annexes A, B and C shall be as follows:

1. *Subarea 3* is that portion of the maritime area lying south of the parallel of $52^{\circ} 15'$ north latitude, and to the east of a line extending due north from Cape Bauld on the north coast of Newfoundland to $52^{\circ} 15'$ north latitude; to the north of the parallel of $39^{\circ} 00'$ north latitude; and to the east and north of a rhumb line commencing at $39^{\circ} 00'$ north latitude, $50^{\circ} 00'$ west longitude and extending in a northwesterly direction to pass through a point at $43^{\circ} 30'$ north latitude, $55^{\circ} 00'$ west longitude in the direction of a point at $47^{\circ} 50'$ north latitude, $60^{\circ} 00'$ west longitude until it intersects a straight line connecting Cape Ray, on the coast of Newfoundland, with Cape North on Cape Breton Island; thence in a northeasterly direction along said line to Cape Ray. Subarea 3 includes the following Divisions:

(a) *Division 3-O*, which is that portion of the Subarea lying south of the parallel of $46^{\circ} 00'$ north latitude and between the meridian of $51^{\circ} 00'$ west longitude and the meridian of $54^{\circ} 30'$ west longitude;

(b) *Division 3P*, which is that portion of the Subarea lying south of the Newfoundland coast and west of a line from Cape St. Mary, Newfoundland to a point at $46^{\circ} 00'$ north latitude, $54^{\circ} 30'$ west longitude, thence due south to the limit of the Subarea.

2. *Subarea 4* is that portion of the maritime area lying north of the parallel of $39^{\circ} 00'$ north latitude, to the west of Subarea 3, and to the east of a line described as follows: Beginning at the terminus of the international boundary between the United States of America and Canada in Grand Manan Channel, at a point at $44^{\circ} 46' 35.346''$ north latitude, $66^{\circ} 54' 11.25''$ west longitude; thence due south to the parallel of $43^{\circ} 50'$ north latitude; thence due west to the meridian of $67^{\circ} 40'$ west longitude; thence due south to the parallel of $42^{\circ} 20'$ north latitude; thence due east to a point $66^{\circ} 00'$ west longitude; thence along rhumb line in a southeasterly direction to a point at $42^{\circ} 00'$ north latitude and $65^{\circ} 40'$ west longitude; and thence due south to the parallel of $39^{\circ} 00'$ north latitude. Subarea 4 is divided into six Divisions:

(a) *Division 4R*, which is that portion of the Subarea lying between the cost of Newfoundland from Cape Bauld to Cape Ray

and a line described as follows: Beginning at Cape Bauld, thence due north to the parallel of $52^{\circ}15'$ north latitude, thence due west to the Labrador coast, thence along the Labrador coast to the terminus of the Labrador-Quebec boundary, thence along a rhumb line in a southwesterly direction to a point at $49^{\circ}25'$ north latitude, $60^{\circ}00'$ west longitude, thence due south to a point at $47^{\circ}50'$ north latitude, $60^{\circ}00'$ west longitude, thence along a rhumb line in a southeasterly direction to the point at which the boundary of Subarea 3 intersects the straight line joining Cape North, Nova Scotia with Cape Ray, Newfoundland, thence to Cape Ray, Newfoundland;

(b) *Division 4S*, which is that portion of the Subarea lying between the south coast of Quebec from the terminus of the Labrador-Quebec boundary to Pte. des Monts and a line described as follows: Beginning at Pte. des Monts, thence due east to a point at $49^{\circ}25'$ north latitude, $64^{\circ}40'$ west longitude, thence along a rhumb line in an east-southeasterly direction to a point at $47^{\circ}50'$ north latitude, $60^{\circ}00'$ west longitude, thence due north to a point at $49^{\circ}25'$ north latitude, $60^{\circ}00'$ west longitude, thence along a rhumb line in a northeasterly direction to the terminus of the Labrador-Quebec boundary;

(c) *Division 4T*, which is that portion of the Subarea lying between the coasts of Nova Scotia, New Brunswick, and Quebec from Cape North to Pte. des Monts and a line described as follows: Beginning at Pts. des Monts, thence due east to a point at $49^{\circ}25'$ north latitude, $64^{\circ}40'$ west longitude, thence along a rhumb line in a southeasterly direction to a point at $47^{\circ}50'$ north latitude, $60^{\circ}00'$ west longitude, thence along a rhumb line in a southerly direction to Cape North, Nova Scotia;

(d) *Division 4V*, which is that portion of the Subarea lying between the coast of Nova Scotia between Cape North and Fourchu and a line described as follows: Beginning at Fourchu, thence along a rhumb line in an easterly direction to a point at $45^{\circ}40'$ north latitude, $60^{\circ}00'$ west longitude, thence due south along the meridian of $60^{\circ}00'$ west longitude to the parallel of $44^{\circ}10'$ north latitude, thence due east to the meridian of $59^{\circ}00'$ west longitude, thence due south to the parallel of $39^{\circ}00'$ north latitude, thence due east to a point where the boundary between Subareas 3 and 4 meets the parallel of $39^{\circ}00'$ north latitude, thence along the boundary between Subareas 3 and 4 and a line continuing in a northwesterly direction to a point at $47^{\circ}50'$ north latitude, $60^{\circ}00'$ west longitude, and thence along a rhumb line in a southerly direction to Cape North, Nova Scotia. Division 4V is divided into two Subdivisions:

(i) Subdivision 4Vn, which is that portion of Division 4V lying north of the parallel of $45^{\circ}40'$ north latitude;

(ii) Subdivision 4Vs, which is that portion of Division 4V lying south of the parallel of $45^{\circ}40'$ north latitude;

(e) *Division 4W*, which is that portion of the Subarea lying between the coast of Nova Scotia from Halifax to Fourchu and a line described as follows: Beginning at Fourchu, thence along a rhumb line in an easterly direction to a point at $45^{\circ}40'$ north latitude, $60^{\circ}00'$ west longitude, thence due south along the meridian of $60^{\circ}00'$ west longitude to a parallel of $44^{\circ}10'$ north latitude, thence due east to the meridian of $59^{\circ}00'$ west longitude, thence due south to the parallel of $39^{\circ}00'$ north latitude, thence due west to the meridian of $63^{\circ}20'$ west longitude, thence due north to a point on that meridian in $44^{\circ}20'$ north latitude, thence along a rhumb line in a northwesterly direction to Halifax, Nova Scotia;

(f) *Division 4X*, which is that portion of the Subarea lying between the western boundary of Subarea 4 and the coasts of New Brunswick and Nova Scotia from the terminus of the boundary between New Brunswick and Maine to Halifax, and a line described as follows: Beginning at Halifax, thence along a rhumb line in a southeasterly direction to a point at $44^{\circ}20'$ north latitude, $63^{\circ}20'$ west longitude, thence due south to the parallel of $39^{\circ}00'$ north latitude, and thence due west to the meridian of $65^{\circ}40'$ west longitude.

3. *Subarea 5* is that portion of the maritime area lying to the west of the western boundary of Subarea 4, to the north of the parallel of $39^{\circ}00'$ north latitude, and to the east of the meridian of $71^{\circ}40'$ west longitude. Subarea 5 is composed of two Divisions:

(a) *Division 5Y*, which is that portion of the Subarea lying between the coasts of Maine, New Hampshire and Massachusetts from the border between Maine and New Brunswick to $70^{\circ}00'$ west longitude on Cape Cod (at approximately 42° north latitude) and a line described as follows: Beginning at a point on Cape Cod at $70^{\circ}00'$ west longitude (at approximately 42° north latitude), thence due north to $42^{\circ}20'$ north latitude, thence due east to $67^{\circ}40'$ west longitude at the boundary of Subareas 4 and 5, and thence along that boundary to the boundary of Canada and the United States;

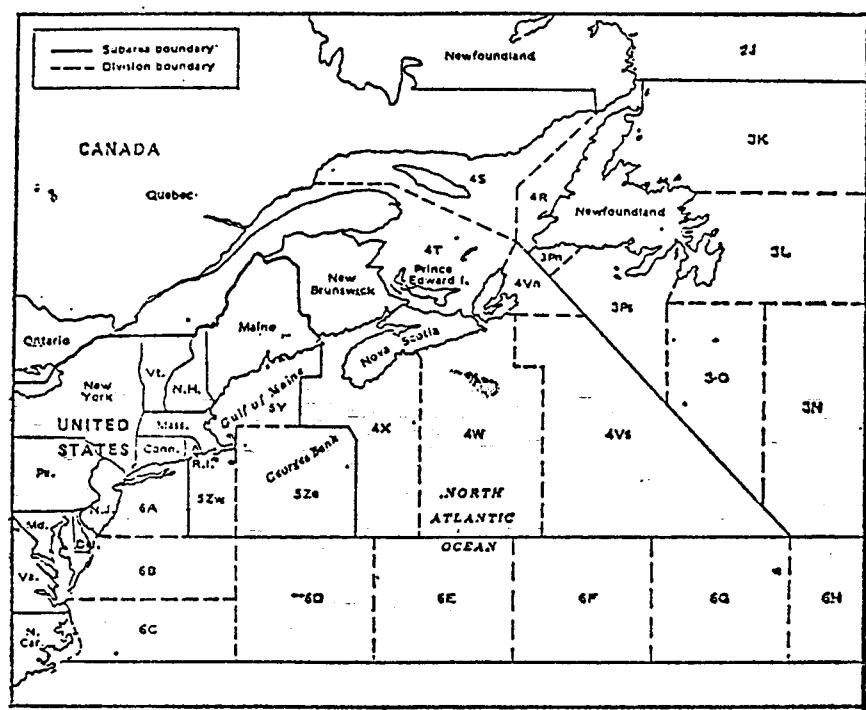
(d) *Division 5Z*, which is that portion of the Subarea lying to the south and east of Division 5Y. Division 5Z is divided into Subdivisions:

- (i) Subdivision 5Ze, which is that portion of Division 5Z lying east of the meridian of $70^{\circ}00'$ west longitude;
- (ii) Subdivision 5Zw, which is that portion of Division 5Z lying west of the meridian of $70^{\circ}00'$ west longitude.

4. *Subarea 6* is that portion of the maritime area bounded by a line beginning at a point on the coast of Rhode Island at $71^{\circ}40'$ west longitude; thence due south to $39^{\circ}00'$ north latitude; thence due east to $42^{\circ}00'$ west longitude; thence due south to $35^{\circ}00'$ north latitude; thence due west to the coast of North America; thence northwards along the coast of North America to the point on Rhode Island at $71^{\circ}40'$ west longitude.

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5. The foregoing subareas, divisions and subdivisions are depicted graphically on the attached map, for illustrative purposes.



Excellency:

I have the honor to refer to the discussions between representatives of our two Governments in Juneau and Ottawa concerning amendment of the Convention between the United States of America and Canada for the Preservation of the Halibut Fishery of the Northern Pacific Ocean and Bering Sea and concerning fishing off the west coast of Canada.

I have the honor to propose the following:

1. Pending the entry into force of the Protocol Amending the Convention between the United States of America and Canada for the Preservation of the Halibut Fishery of the Northern Pacific Ocean and Bering Sea, signed this day at Washington (the Convention), the halibut fishery and sport fishing in the Northern Pacific Ocean and Bering Sea shall be conducted on the basis of the terms of that Protocol.

2. Nationals and fishing vessels of the United States shall not fish for groundfish in the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction, except as provided in the Annex to this Note and as follows:

His Excellency,

Peter M. Towe,

Ambassador of Canada.

REGULATION OF MARINE ACTIVITIES

(a) Nationals and fishing vessels of the United States may catch 6,500 metric tons of groundfish during the period beginning April 1, 1979, and ending March 31, 1981, subject to the following limits:

(i) during the period beginning April 1, 1979, and ending March 31, 1980, they may catch 3,250 metric tons of groundfish as provided in the Annex to this Note;

(ii) during the period beginning April 1, 1980, and ending March 31, 1981, they may catch 3,250 metric tons of groundfish as provided in the Annex to this Note, except that this catch limit shall be adjusted such that the catch by nationals and vessels of the United States under subparagraphs (i) and (ii) shall total 6,500 metric tons.

(b) Nationals and fishing vessels of the United States may fish commercially only within those portions of the PMFC areas referred to in paragraph 1 of the Annex to this Note which are within that area described in paragraph 1(b) of the Agreement on Reciprocal Fishing Privileges in Certain Areas off the Coasts of the United States and Canada, signed at Ottawa, June 15, 1973, and in all waters seaward thereof in which Canada exercises exclusive fisheries jurisdiction.

3. Pending delimitation of maritime boundaries between the United States and Canada off the west coasts of the United States and Canada, the following principles shall be applied as interim measures in the boundary regions:

- (a) as between the United States and Canada, enforcement of this agreement shall be carried out by the flag state;
- (b) neither Government shall authorize fishing by vessels of third parties;
- (c) either Government may enforce this agreement with respect to fishing or related activities by vessels of third parties.

4. Our two Governments shall establish an ad hoc group to consult on the implementation of the provisions of the Convention and of this agreement and on other matters of mutual interest, including regulatory measures affecting fishing by nationals and vessels of the United States in the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction.

5. Prior to March 31, 1981, our two Governments shall consult with a view to future fisheries cooperation off the west coasts of the United States and Canada within the respective maritime areas in which either exercises exclusive fisheries jurisdiction.

6. For purposes of this Note, the "maritime area" in which a country exercises exclusive fisheries jurisdiction includes without distinction areas within and seaward of the territorial sea or internal waters of that country.

7. Nothing in this agreement shall be construed to affect or prejudice any position or claim which has been or may subsequently be adopted by either country in the course of consultations, negotiations or third party settlement procedures respecting the maritime jurisdiction, including the limits thereof, of Canada or of the United States.

If the foregoing proposals are acceptable to the Government of Canada, I have the honor to propose that this Note and its Annex, together with your Excellency's reply shall constitute an agreement between the United States and Canada which shall enter into force on the date of your reply.

Accept, Sir, the renewed assurances of my highest consideration.

Enclosure:

Annex

ANNEX

1. During each of the annual periods beginning April 1, 1979, and ending March 31, 1980, and beginning April 1, 1980, and ending March 31, 1981, nationals and fishing vessels of the United States shall be permitted to fish for groundfish in Pacific Marine Fisheries Commission (PMFC) areas as follows:

- (a) In that portion of PMFC area 3C, in which Canada exercises exclusive fisheries jurisdiction, they may catch 285 metric tons of groundfish in a directed fishery for rockfish with an incidental catch not to exceed 15 percent;
- (b) In PMFC area 3D, they may catch 885 metric tons of groundfish in a directed fishery for rockfish with an incidental catch not to exceed 10 percent;
- (c) In PMFC areas 5A and 5B, they may catch 2,080 metric tons of groundfish in a directed fishery for rockfish with an incidental catch not to exceed 12 percent. No more than 250 metric tons of the groundfish caught shall be Pacific ocean perch (Sebastes alutus) and yellowmouth rockfish (Sebastes reedi);
- (d) There shall be no discards of Pacific cod, ling cod or sole, and when the incidental catch in any area has been taken, the

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fishery in that area may be closed provided that any remaining portion of the catch limit in that area shall be made available for United States harvest in other areas during the same annual period or, if making available such remaining portion of the catch limit in other areas could result in harm to the fishery resource, such remaining portion shall be made available for United States harvest during the annual period beginning April 1, 1980, and ending March 31, 1981, taking into account sub-paragraph (e);

- (e) If there is an inordinately large shortfall in the catch by nationals and vessels of the United States during the period beginning April 1, 1979, and ending March 31, 1980, such that our two governments agree that the necessary increase in the permitted catch of 3,250 metric tons during the period beginning April 1, 1980, and ending March 31, 1981, could result in harm to the fishery resource, our two governments shall consult on appropriate measures to avoid such harm. Such measures may include, at the discretion of the Government of Canada, a reasonable extended period of access for nationals and fishing vessels of the United States in order

that they may catch the total 6,500 metric tons.

2. Should the traditional species composition of either the rockfish or the incidental catch referred to in Paragraph 1 of this Annex indicate a resource or management problem, the matter shall be referred to the ad hoc group established pursuant to Paragraph 4 of the Note for appropriate action.

3. Regulations affecting fishing by nationals and vessels of the United States pursuant to Paragraph 2 of the Note shall not be more restrictive than those applicable to nationals and vessels of Canada.

4. Vessels of the United States engaged in fishing for groundfish in the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction shall have on board a license issued by the Government of Canada. No fees shall be required for such licenses. Applications for such licenses shall be prepared and processed in accordance with Paragraphs 5 and 6 of this Annex.

5. Applications for licenses under Paragraph 4 of this Annex shall be made on forms provided by the Government of Canada for that purpose. Such applications shall specify:

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- (a) the name and official number or other identification of each fishing vessel for which a license is sought, together with the name and address of the owner and operator thereof;
- (b) the tonnage, capacity, length and home port of each fishing vessel for which a license is sought.

6. The appropriate officials of the Government of Canada shall review each application for a license and shall notify appropriate officials of the Government of the United States upon acceptance of the application. Upon acceptance of the application, the Government of Canada shall issue a license to that fishing vessel, which shall thereupon be authorized to fish in accordance with this Note. Each such license shall be issued for a specific vessel, shall be applicable for the annual period beginning April 1, 1979, and ending March 31, 1980, or for the annual period beginning April 1, 1980, and ending March 31, 1981, or for any extended period as provided for in sub-paragraph (e) of paragraph 1 of this Annex and shall not be transferable.

7. Nationals and fishing vessels of the United States intending to fish for groundfish in the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction shall report by radio telephone or similar communications to Tofino or Bull Harbor, Canada:

- (a) the vessel name and license number;
- (b) the anticipated date when fishing will begin;
- (c) the PMFC areas in which fishing will take place, e.g., lower Vancouver Island (Area 3C), upper Vancouver Island (Area 3D), or Queen Charlotte Sound (Areas 5A and 5B).

6. Nationals and fishing vessels of the United States shall have no fish on board at the time of entry into the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction.

9. Nationals and fishing vessels of the United States, while operating within the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction, shall have the name and port of registration clearly visible on the stern and shall fly the flag of the United States at all times.

10. Nationals and fishing vessels of the United States, prior to departure from the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction, shall report by radio telephone or similar communications to Tofino, Canada:

- (a) the vessel name and license number;
- (b) the date on which the vessel will leave that area;

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(c) the estimated amount (in pounds) and composition of the catch on board upon departure from such area;

(d) the anticipated date and place of delivery of the vessel's catch.

11. Catch information by species and location of catch shall be forwarded to the appropriate officials of the Government of Canada on a weekly basis. Each United States fishing vessel shall keep a written log of its fishing activities in the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction. Such log records shall be available for review by Canadian officials on each such vessel during its fishing activities in the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction, and by officials of the United States or Canada at the port of delivery of the catch.

Sir:

I have the honour to acknowledge receipt of your note dated March 29, 1979, which reads as follows:

"Excellency:

I have the honor to refer to the discussions between representatives of our two Governments in Juneau and Ottawa concerning amendment of the Convention between the United States of America and Canada for the Preservation of the Halibut Fishery of the Northern Pacific Ocean and Bering Sea and concerning fishing off the west coast of Canada.

I have the honor to propose the following:

1. Pending the entry into force of the Protocol Amending the Convention between the United States of America and Canada for the Preservation of the Halibut Fishery of the Northern Pacific Ocean and Bering Sea, signed this day at Washington (the Convention), the halibut fishery and sport fishing in the Northern Pacific Ocean and Bering Sea shall be conducted on the basis of the terms of that Protocol.

2. Nationals and fishing vessels of the United States shall not fish for groundfish in the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction, except as provided in the Annex to this Note and as follows:

The Honorable,
Cyrus Vance,
Secretary of State.

REGULATION OF MARINE ACTIVITIES

(a) Nationals and fishing vessels of the United States may catch 6,500 metric tons of groundfish during the period beginning April 1, 1979, and ending March 31, 1981, subject to the following limits:

- (i) during the period beginning April 1, 1979, and ending March 31, 1980, they may catch 3,250 metric tons of groundfish as provided in the Annex to this Note;
- (ii) during the period beginning April 1, 1980, and ending March 31, 1981, they may catch 3,250 metric tons of groundfish as provided in the Annex to this Note, except that this catch limit shall be adjusted such that the catch by nationals and vessels of the United States under subparagraphs (i) and (ii) shall total 6,500 metric tons.

(b) Nationals and fishing vessels of the United States may fish commercially only within those portions of the PMFC areas referred to in paragraph 1 of the Annex to this Note which are within that area described in paragraph 1(b) of the Agreement on Reciprocal Fishing Privileges in Certain Areas off the Coasts of the United States and Canada, signed at Ottawa, June 15, 1973, and in all waters seaward thereof in which Canada exercises exclusive fisheries jurisdiction.

3. Pending delimitation of maritime boundaries between the United States and Canada off the west coasts of the United States and Canada, the following principles shall be applied as interim measures in the boundary regions:

- (a) as between the United States and Canada, enforcement of this agreement shall be carried out by the flag state;
- (b) neither Government shall authorize fishing by vessels of third parties;
- (c) either Government may enforce this agreement with respect to fishing or related activities by vessels of third parties.

4. Our two Governments shall establish an ad hoc group to consult on the implementation of the provisions of the Convention and of this agreement and on other matters of mutual interest, including regulatory measures affecting fishing by nationals and vessels of the United States in the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction.

5. Prior to March 31, 1981, our two Governments shall consult with a view to future fisheries cooperation off the west coasts of the United States and Canada within the respective maritime areas in which either exercises exclusive fisheries jurisdiction.

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6. For purposes of this Note, the "maritime area" in which a country exercises exclusive fisheries jurisdiction includes without distinction areas within and seaward of the territorial sea or internal waters of that country.

7. Nothing in this agreement shall be construed to affect or prejudice any position or claim which has been or may subsequently be adopted by either country in the course of consultations, negotiations or third party settlement procedures respecting the maritime jurisdiction, including the limits thereof, of Canada or of the United States.

If the foregoing proposals are acceptable to the Government of Canada, I have the honor to propose that this Note and its Annex, together with your Excellency's reply shall constitute an agreement between the United States and Canada which shall enter into force on the date of your reply.

Accept, Sir, the renewed assurances of my highest consideration.

Enclosure:

Annex"

ANNEX

1. During each of the annual periods beginning April 1, 1979, and ending March 31, 1980, and beginning April 1, 1980, and ending March 31, 1981, nationals and fishing vessels of the United States shall be permitted to fish for groundfish in Pacific Marine Fisheries Commission (PMFC) areas as follows:

- (a) In that portion of PMFC area 3C, in which Canada exercises exclusive fisheries jurisdiction, they may catch 285 metric tons of groundfish in a directed fishery for rockfish with an incidental catch not to exceed 15 percent;
- (b) In PMFC area 3D, they may catch 885 metric tons of groundfish in a directed fishery for rockfish with an incidental catch not to exceed 10 percent;
- (c) In PMFC areas 5A and 5B, they may catch 2,080 metric tons of groundfish in a directed fishery for rockfish with an incidental catch not to exceed 12 percent. No more than 250 metric tons of the groundfish caught shall be Pacific ocean perch (Sebastes alutus) and yellowmouth rockfish (Sebastes reedi);
- (d) There shall be no discards of Pacific cod, ling cod or sole, and when the incidental catch in any area has been taken, the

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fishery in that area may be closed provided that any remaining portion of the catch limit in that area shall be made available for United States harvest in other areas during the same annual period or, if making available such remaining portion of the catch limit in other areas could result in harm to the fishery resource, such remaining portion shall be made available for United States harvest during the annual period beginning April 1, 1980, and ending March 31, 1981, taking into account sub-paragraph (e);

- (e) If there is an inordinately large shortfall in the catch by nationals and vessels of the United States during the period beginning April 1, 1979, and ending March 31, 1980, such that our two governments agree that the necessary increase in the permitted catch of 3,250 metric tons during the period beginning April 1, 1980, and ending March 31, 1981, could result in harm to the fishery resource, our two governments shall consult on appropriate measures to avoid such harm. Such measures may include, at the discretion of the Government of Canada, a reasonable extended period of access for nationals and fishing vessels of the United States in order

that they may catch the total 6,500 metric tons.

2. Should the traditional species composition of either the rockfish or the incidental catch referred to in Paragraph 1 of this Annex indicate a resource or management problem, the matter shall be referred to the ad hoc group established pursuant to Paragraph 4 of the Note for appropriate action.

3. Regulations affecting fishing by nationals and vessels of the United States pursuant to Paragraph 2 of the Note shall not be more restrictive than those applicable to nationals and vessels of Canada.

4. Vessels of the United States engaged in fishing for groundfish in the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction shall have on board a license issued by the Government of Canada. No fees shall be required for such licenses. Applications for such licenses shall be prepared and processed in accordance with Paragraphs 5 and 6 of this Annex.

5. Applications for licenses under Paragraph 4 of this Annex shall be made on forms provided by the Government of Canada for that purpose. Such applications shall specify:

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- (a) the name and official number or other identification of each fishing vessel for which a license is sought, together with the name and address of the owner and operator thereof;
- (b) the tonnage, capacity, length and home port of each fishing vessel for which a license is sought.

6. The appropriate officials of the Government of Canada shall review each application for a license and shall notify appropriate officials of the Government of the United States upon acceptance of the application. Upon acceptance of the application, the Government of Canada shall issue a license to that fishing vessel, which shall thereupon be authorized to fish in accordance with this Note. Each such license shall be issued for a specific vessel, shall be applicable for the annual period beginning April 1, 1979, and ending March 31, 1980, or for the annual period beginning April 1, 1980, and ending March 31, 1981, or for any extended period as provided for in sub-paragraph (e) of paragraph 1 of this Annex and shall not be transferable.

7. Nationals and fishing vessels of the United States intending to fish for groundfish in the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction shall report by radio telephone or similar communications to Tofino or Bull Harbor, Canada:

(a) the vessel name and license number;
(b) the anticipated date when fishing will begin;
(c) the PMFC areas in which fishing will take place, e.g., lower Vancouver Island (Area 3C), upper Vancouver Island (Area 3D), or Queen Charlotte Sound (Areas 5A and 5B).

8. Nationals and fishing vessels of the United States shall have no fish on board at the time of entry into the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction.

9. Nationals and fishing vessels of the United States, while operating within the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction, shall have the name and port of registration clearly visible on the stern and shall fly the flag of the United States at all times.

10. Nationals and fishing vessels of the United States, prior to departure from the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction, shall report by radio telephone or similar communications to Tofino, Canada:

(a) the vessel name and license number;
(b) the date on which the vessel will leave that area;

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- (c) the estimated amount (in pounds) and composition of the catch on board upon departure from such area;
- (d) the anticipated date and place of delivery of the vessel's catch.

11. Catch information by species and location of catch shall be forwarded to the appropriate officials of the Government of Canada on a weekly basis. Each United States fishing vessel shall keep a written log of its fishing activities in the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction. Such log records shall be available for review by Canadian officials on each such vessel during its fishing activities in the maritime area off the west coast of Canada in which Canada exercises exclusive fisheries jurisdiction, and by officials of the United States or Canada at the port of delivery of the catch.¹¹

I have the honour to inform you that the foregoing proposals are acceptable to the Government of Canada and to confirm that your Note and this reply which is equally authentic in English and in French shall constitute an agreement between our two Governments which shall enter into force on the date of this reply.

Accept, Sir, the renewed assurances of my highest consideration.