

AGREEMENT ON FISHERIES AND THE MARINE ENVIRONMENT BETWEEN THE EUROPEAN ECONOMIC COMMUNITY AND THE REPUBLIC OF ICELAND

THE EUROPEAN ECONOMIC COMMUNITY (hereinafter referred to as 'the Community') of the one part,

and

THE REPUBLIC OF ICELAND (hereinafter referred to as 'Iceland') of the other part,

RECALLING the close relations between the Community and Iceland, which have been further strengthened by the conclusion of the Agreement on the European Economic Area;

CONSIDERING their common desire to ensure the conservation and rational management of the fishery resources of the waters within their respective fisheries jurisdiction, and their common awareness of the need in this context to protect the marine environment;

HAVING REGARD to the provisions of the United Nations Convention on the Law of the Sea of which both Parties are signatories;

HAVING REGARD to the fact that Iceland has established an economic zone extending up to 200 nautical miles from its coast within which Iceland exercises sovereign rights for the purpose of exploring, exploiting, conserving and managing the living resources thereof and that the Community has agreed that the limits of the fishery zones of its Member States (hereinafter referred to as the area of fisheries jurisdiction of the Community) shall extend up to 200 nautical miles, fishing within these limits being subject to the common fisheries policy of the Community;

TAKING INTO ACCOUNT the fact that a part of the fishery resources of these areas consist of common stocks or highly interrelated stocks that extend beyond their respective fisheries zones and in which both Parties have a mutual interest, and that effective conservation and rational management of these stocks can only be achieved through cooperation between the Parties concerned; taking into account also that the North East Atlantic Fisheries Commission has been established to promote the conservation and optimal utilization of the fisheries resources in the North Atlantic area through international cooperation and consultation with respect to these resources;

CONSIDERING the Agreement in the form of an exchange of letters between the European Economic Community and the Republic of Iceland concerning fisheries, signed 2 May 1992, and in particular the provision to conclude a fisheries agreement under the terms set out therein;

RECOGNIZING the vital importance for Iceland of fisheries which constitute their essential economic activity;

DESIRING to establish the terms and conditions pertaining to fisheries of mutual interest to the Parties,

HAVE AGREED AS FOLLOWS

Article 1

1. The Parties shall cooperate, as appropriate, to ensure the conservation and rational management of the fish stocks occurring within the areas of fisheries jurisdiction of both Parties and in adjacent areas.

The Parties shall seek either directly or through appropriate regional bodies to reach agreement with third Parties on measures for the conservation and rational utilization of these stocks, including the total allowable catch and the allocation thereof.

2. In determining the total allowable catch for the stocks referred to in paragraph 1, the Parties shall take into account the best scientific advice available to them, the interdependence of stocks, the work of appropriate international organizations and other relevant factors.

Article 2

The Parties shall also facilitate the necessary scientific research, in particular with regard to stocks occurring in the areas of fisheries jurisdiction of both Parties and in adjacent areas.

Article 3

In the context of the conservation and rational agreement of the fisheries resources of the sea, the Parties shall consult, bilaterally or in the appropriate regional or international fora, on matters pertaining to the marine environment.

Article 4

1. The Parties shall consult annually on the allocations of fishing possibilities for each Party with a view to obtaining a mutually satisfactory balance in their relations in the fisheries field.
2. Each Party shall grant access to fishing vessels of the other Party to fish the allocations which may result from the consultations referred to in paragraph 1 of this Article.

Article 5

Each Party may require that fishing in its area of fisheries jurisdiction by fishing vessels of the other Party shall be subject to licence. The limits within which licences shall be issued shall be determined in consultations between the Parties and shall adequately reflect the quotas allocated. The competent authority of each Party shall, as appropriate, communicate in due time to the other Party the name, registration number, and other relevant particulars of the fishing vessels which shall be eligible to fish within the area of fisheries jurisdiction of the other Party. The second Party shall thereupon issue such licences within the agreed limits.

Article 6

1. Each Party shall take appropriate measures with a view to ensuring compliance by its vessels with any conservation measure agreed between the Parties pursuant to this Agreement.
2. Fishing vessels of one Party shall, when fishing within the areas of fisheries jurisdiction of the other Party, comply with the conservation and control measures, other terms and conditions and all rules and regulations governing fishing activities in that area. Each Party may require that an inspector from that Party be on board a fishing vessel, at the vessel's expense, while it is within its fisheries jurisdiction.
3. Each Party shall give appropriate notice to the other Party of any new measures or conditions governing fishing activities in the area under its fishery jurisdiction.
4. The measures to regulate fisheries taken by each Party for the purpose of conservation shall be based on objective and scientific criteria and shall not discriminate in fact or in law against the other Party.
5. Each Party may take within its area of fisheries jurisdiction such measures, in conformity with international law, as may be necessary to ensure compliance with the provisions of this Agreement by vessels of the other Party.

Article 7

1. The Parties shall consult on questions relating to the implementation and proper functioning of this Agreement.
2. Each Party shall supply to the other Party statistics concerning the catches by its vessels of the stocks referred to in Articles 1 and 4 at the intervals to be determined in consultations.

Article 8

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

Article 9

This Agreement shall not affect rights and obligations under any existing agreement on fisheries between a Member State of the Community and Iceland.

Article 10

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

Article 11

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

Article 12

1. This Agreement shall remain in force for an initial period of 10 years after the date of its entry into force. In the event of the Agreement not being terminated by either Party through notice of termination given at least nine months before the expiry of that period, it shall remain in force for additional periods of six years duration thereafter, provided that notice of termination has not been given at least nine months before the expiry of any such period.
2. Where the Agreement is terminated in accordance with the terms of the previous paragraph, the Parties shall enter into negotiations for a further agreement to give effect to the Agreement contained in the exchange of letters concerning fisheries signed on 2 May 1992.

*For the European
Economic Community*

*For the Republic
of Iceland*