



DEPARTMENT OF EXTERNAL AFFAIRS
MINISTÈRE DES AFFAIRES EXTÉRIEURES

communiqué

No: 29
No.:

DIFFUSION: FOR IMMEDIATE RELEASE
RELEASE: MARCH 29, 1979

SIGNATURE OF THE CANADA/U.S.
FISHERIES AND BOUNDARY AGREEMENTS,
WASHINGTON, MARCH 29, 1979

Secretary of State for External Affairs Don Jamieson and Minister of Fisheries and Oceans Roméo LeBlanc announced today that four Agreements will be signed with the United States this afternoon, two relating to the Atlantic coast and two concerning the Pacific coast.

The East Coast Fishery Resource Agreement establishes a Canada-USA Fisheries Commission and provides for co-operative management, and for access and entitlements to specific stocks of mutual concern. (See attached Joint Statement of the Secretary of State for External Affairs and Secretary of State Vance of February 14, 1979.)

The Treaty to submit the delimitation of the maritime boundary in the Gulf of Maine area to binding dispute settlement and the annexed Special Agreement provide for the submission of the case to a five judge Chamber of the International Court of Justice for a final decision on the placement of the boundary. Should the International Court of Justice be unable to function under the formula mutually agreed upon by the Governments of Canada and the United States, the dispute will automatically be referred to a special five member independent International Court of Arbitration.

The two Pacific Coast Agreements include a Protocol to the International Pacific Halibut Convention which will permit continued Canadian access to halibut off the coast of Alaska for the next two years and an Exchange of Notes giving the United States access to groundfish off British Columbia for a similar period.

The East Coast agreements and the Halibut protocol will be submitted by the U.S. Administration to the U.S. Senate for its advice and consent, which will be sought at an early date.

The Agreements are being signed in Washington, D.C., this afternoon, for the United States, by the Secretary of State Cyrus Vance and Lloyd N. Cutler, who served as the President's Special Representative for the U.S.-Canada negotiations, and for Canada, by the Ambassador to the United States, Peter M. Towe, and the Special Negotiator for Canada-U.S.A. Maritime Boundaries, Marcel Cadieux.

- Attachments:
- (I) Treaty on Binding Dispute Settlement
 - (II) Special Agreement on Reference to International Court of Justice
 - (III) Arbitration Agreement
 - (IV) Joint Statement of the Secretary of State for External Affairs and Secretary of State Vance, February 14, 1979

Copies of the other Agreements will be available, on request.

ATTACHMENT I

TREATY BETWEEN THE GOVERNMENT OF CANADA AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
TO SUBMIT TO BINDING DISPUTE SETTLEMENT THE
DELIMITATION OF THE MARITIME BOUNDARY IN THE
GULF OF MAINE AREA

The Government of Canada and the Government of the
United States of America,

Recognizing that they have been unable to resolve
by negotiation the differences between them concerning the
delimitation of the continental shelf and the fisheries
zones of Canada and the United States of America in the
Gulf of Maine area,

Desiring to reach an early and amicable settlement
of these differences,

Have agreed as follows:

ARTICLE I

The Parties shall, pursuant to Article 40 of the
Statute of the International Court of Justice, notify the
Court of the Special Agreement between the Government of
Canada and the Government of the United States of America
to Submit to a Chamber of the International Court of Justice
the Delimitation of the Maritime Boundary in the Gulf of
Maine Area annexed hereto. The Chamber of the International
Court of Justice shall be deemed to have been constituted
when the Parties notify the Registrar of the Court of the
names of the judges ad hoc which they have chosen.

ARTICLE II

If, for any reason, the Chamber referred to in Article I has not been constituted in accordance with the provisions of this Treaty and the Special Agreement by the end of the sixth full calendar month after the date of entry into force of this Treaty, either Party may at any time prior to the constitution of the Chamber, terminate the Special Agreement, whereupon the Agreement between the Government of Canada and the Government of the United States of America to Submit to a Court of Arbitration the Delimitation of the Maritime Boundary in the Gulf of Maine Area annexed hereto shall enter into force. In the event the Special Agreement is terminated the Parties shall jointly notify the International Court of Justice that the proceedings under the Special Agreement are discontinued.

ARTICLE III

If, at any time following the constitution of the Chamber, in accordance with the provisions of this Treaty and the Special Agreement, a vacancy on the Chamber is not filled in a manner acceptable to the Parties within four months of the date on which the vacancy occurred, either Party may within a further two months terminate the Special Agreement, whereupon the Agreement between the Government of Canada and the Government of the United States of America to Submit to a Court of Arbitration the Delimitation of the Maritime Boundary in the Gulf of Maine Area annexed hereto shall enter into force. In the event the Special Agreement is terminated, the Parties shall jointly notify

the International Court of Justice that the proceedings under the Special Agreement are discontinued.

ARTICLE IV

This Treaty shall be ratified in accordance with the domestic requirements of the Parties and shall enter into force on the date instruments of ratification of this Treaty and of the Agreement Between the Government of Canada and the Government of the United States of America on East Coast Fishery Resources are exchanged and shall remain in force until terminated by agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Treaty.

DONE in duplicate at
this day of 1979, in the
English and French languages, each text being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Traité.

FAIT en deux exemplaires à
ce jour de 1979, en français et en
anglais, chaque texte faisant également foi.

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

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

ATTACHMENT II

SPECIAL AGREEMENT BETWEEN THE GOVERNMENT OF CANADA
AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA
TO SUBMIT TO A CHAMBER OF THE INTERNATIONAL COURT OF
JUSTICE THE DELIMITATION OF THE MARITIME BOUNDARY IN
THE GULF OF MAINE AREA

The Government of Canada and the Government of the United States of America,

Recognizing that they have been unable to resolve by negotiation the differences between them concerning the delimitation of the continental shelf and the fisheries zones of Canada and the United States of America in the Gulf of Maine area,

Desiring to reach an early and amicable settlement of these differences,

Have agreed as follows:

ARTICLE I

1. The Parties agree to submit the question posed in Article II to a Chamber of the International Court of Justice constituted pursuant to Article 26(2) and Article 31 of the Statute of the Court and in accordance with this Special Agreement.

2. The Chamber shall be composed of five judges, three of whom shall be elected by and from the Members of the Court, after consultation with the Parties, and two of whom shall be judges ad hoc, who shall not be nationals of either Party, chosen by the Parties.

ARTICLE II

1. The Chamber is requested to decide, in accordance with the principles and rules of international law applicable in

the matter as between the Parties, the following question:

What is the course of the single maritime boundary that divides the continental shelf and fisheries zones of Canada and the United States of America from a point in latitude $44^{\circ}11' 12''N$, longitude $67^{\circ}16'46''W$ to a point to be determined by the Chamber within an area bounded by straight lines connecting the following sets of geographic coordinates: latitude $40^{\circ}N$, longitude $67^{\circ}W$; latitude $40^{\circ}N$, longitude $65^{\circ}W$; latitude $42^{\circ}N$, longitude $65^{\circ}W$?

2. The Chamber is requested to describe the course of the maritime boundary in terms of geodetic lines connecting geographic coordinates of points. The Chamber is also requested, for illustrative purposes only, to depict the course of the boundary on Canadian Hydrographic Service Chart No.4003 and United States National Ocean Survey Chart No. 13006, in accordance with Article IV.

3. The Parties shall request the Chamber to appoint a technical expert nominated jointly by the Parties to assist it in respect of technical matters and, in particular, in preparing the description of the maritime boundary and the charts referred to in paragraph 2. The Registrar is requested to provide the expert with copies of each Party's pleadings when such pleadings are communicated to the other Party. The expert shall be present at the oral proceedings and shall be available for such consultations with the Chamber as it may deem necessary for the purposes of this Article.

4. The Parties agree to accept as final and binding upon them the decision of the Chamber rendered pursuant to this Article.

ARTICLE III

1. South and west of the maritime boundary to be determined by the Chamber in accordance with this Special Agreement Canada shall not, and north and east of said maritime boundary the United States of America shall not, claim or exercise sovereign rights or jurisdiction for any purpose over the waters or seabed and subsoil.

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

ARTICLE IV

The Chamber and any technical expert or experts are requested to utilize, and the Parties in their presentations to the Chamber shall utilize, the following technical provisions:

(a) All geographic coordinates of points referred to shall be rendered on the 1927 North American Datum;

(b) All straight lines shall be geodetic lines.

Curved lines, including parallels of latitude, if necessary for the judgment, shall be computed on the 1927 North American Datum;

- (c) Notwithstanding the fact that the Parties utilize different vertical datums in the Gulf of Maine area, the two datums shall be deemed to be common;
- (d) Should reference to the low water baseline of either Party be required, the most recent largest scale charts published by the Party concerned shall be utilized;
- (e) If a point or points on a particular chart are not on the 1927 North American Datum, the Chamber shall request the Agent of the appropriate Party to furnish the Chamber with the corrected datum points;
- (f) In recognition of the fact that the Parties do not utilize the same standard set of symbols on nautical charts, the Chamber, or any technical expert or experts shall, if necessary, confer with the Agents and their advisers to ensure proper interpretation of the symbol or feature; and
- (g) The Chamber, or any technical expert or experts, is requested to consult with the Parties as may be necessary concerning any common computer programmes of the Parties for technical calculations, and to utilize such programmes as appropriate.

ARTICLE V

1. Neither Party shall introduce into evidence or argument, or publicly disclose in any manner, the nature or content of proposals directed to a maritime boundaries settlement, or responses thereto, in the course of negotiations or discussions between the Parties undertaken since 1969.

2. Each of the Parties shall notify and consult the other prior to introducing into evidence or argument diplomatic or other confidential correspondence between Canada and the United States of America related to the issue of maritime boundaries delimitation.

ARTICLE VI

1. Without prejudice to any question as to burden of proof, the Parties request the Chamber to authorize the following procedure with regard to the written pleadings:

- (a) a Memorial to be submitted by each Party not later than seven months after the Registrar shall have received from both Parties the notification of the names of the judges ad hoc;
- (b) a Counter-Memorial to be submitted by each Party not later than six months after the exchange of Memorials; and
- (c) any further pleadings found by the Chamber to be necessary.

2. The Chamber may extend these time limits at the request of either Party.

3. The written pleadings submitted to the Registrar shall not be communicated to the other Party until the corresponding pleading of that Party has been received by the Registrar.

ARTICLE VII

1. Following the decision of the Chamber, either Party may request negotiations directed toward reaching agreement on extension of the maritime boundary as far seaward as the Parties may consider desirable.

2. If the Parties have not reached agreement on the extension of the maritime boundary within one year of the date of such a request, either Party may notify the other of its intention to submit the question of the seaward extension of the maritime boundary for decision by a binding third party settlement procedure.

3. If the Parties are unable to agree on the terms of such a submission within three months of such a notification, either Party may submit the question of the seaward extension of the maritime boundary to the Chamber of five judges constituted in accordance with this Special Agreement.

4. The provisions of this Special Agreement shall be applied, mutatis mutandis, to the proceedings under this Article, and the decision of the Chamber shall be final and binding upon the Parties.

ARTICLE VIII

This Special Agreement shall enter into force on the date of the entry into force of the Treaty between the Government of Canada and the Government of the United States of America to Submit to Binding Dispute Settlement the Delimitation of the Maritime Boundary in the Gulf of Maine Area signed this day. It shall remain in force unless and until it is terminated in accordance with the provisions of the said Treaty or until the said Treaty is terminated.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Special Agreement.

DONE in duplicate at
this day of 1979, in the English and
French languages, each text being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Compromis.

FAIT en deux exemplaires à
ce jour de 1979, en français et en
anglais, chaque texte faisant également foi.

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

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

ATTACHMENT III

AGREEMENT BETWEEN THE GOVERNMENT OF CANADA
AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA TO
SUBMIT TO A COURT OF ARBITRATION THE
DELIMITATION OF THE MARITIME BOUNDARY
IN THE GULF OF MAINE AREA

The Government of Canada and the Government
of the United States of America,

Recognizing that they have been unable to
resolve by negotiation the differences between them
concerning the delimitation of the continental shelf
and the fisheries zones of Canada and the United
States of America in the Gulf of Maine area,

Desiring to reach an early and amicable
settlement of these differences,

Have agreed as follows:

.../2

ARTICLE I

1. The Parties shall submit the question posed in Article II to a Court of Arbitration (hereinafter the Court) composed of five persons mutually agreed upon by the Parties, one of whom shall be designated by the Parties to be President.

2. For the purposes of this Agreement, the Court shall be considered constituted when the Parties jointly announce its formation for the purpose set forth in this Agreement.

3. The Parties shall jointly appoint a Registrar. If, one month after the constitution of the Court, a Registrar has not been appointed, the President of the Court shall, within one month, appoint a Registrar.

4. Each Party shall appoint an Agent within one month after the constitution of the Court.

ARTICLE II

1. The Court shall decide, in accordance with the principles and rules of international law applicable in the matter as between the Parties, the following question:

What is the course of the single maritime boundary that divides the continental shelf and fisheries zones of Canada and the United States of America from a point in latitude $44^{\circ}11'12''N$, longitude $67^{\circ}16'46''W$ to a point to be determined by the Court within an area bounded by straight lines connecting the following sets of geographic coordinates: latitude $40^{\circ}N$, longitude $67^{\circ}W$; latitude $40^{\circ}N$, longitude $65^{\circ}W$; latitude $42^{\circ}N$, longitude $65^{\circ}W$?

2. The Court shall describe the course of the maritime boundary in terms of geodetic lines connecting geographic coordinates of points. The Court shall also, for illustrative purposes only, depict the course of the maritime boundary on Canadian Hydrographic Service Chart No. 4003 and United States National Ocean Survey Chart No. 13006, in accordance with Article IV.

3. The Court shall appoint a technical expert, jointly nominated by the Parties, to assist it in respect of technical matters and, in particular, in preparing the description of the maritime boundary and the chart referred to in paragraph 2. The Registrar shall provide the expert with copies of each Party's pleadings when such pleadings are communicated to the other Party. The expert shall be present at the oral proceedings and shall be available for such consultations as the Court may deem necessary for the purposes of this Article.

ARTICLE III

1. South and west of the maritime boundary to be determined by the Court in accordance with this Agreement Canada shall not, and north and east of said maritime boundary the United States of America shall not, claim or exercise sovereign rights or jurisdiction for any purpose over the waters or seabed and subsoil.

2. Nothing in this Agreement shall affect the position of either Party with respect to the legal nature and seaward extent of the continental shelf, of fisheries

jurisdiction, or of sovereign rights or jurisdiction for any purpose under international law.

ARTICLE IV

The following technical provisions shall be utilized by the Court, any technical expert or experts and the Parties in their presentations to the Court:

- (a) All geographic coordinates of points referred to shall be rendered on the 1927 North American Datum.
- (b) All straight lines shall be geodetic lines. Curved lines, including parallels of latitude, if necessary for the judgment, shall be computed on the 1927 North American Datum.
- (c) Notwithstanding the fact that the Parties utilize different vertical datums in the Gulf of Maine area, the two datums shall be deemed to be common.
- (d) Should reference to the low water baseline of either Party be required, the most recent largest scale charts published by the Party concerned shall be utilized.
- (e) If a point or points on a particular chart are not on the 1927 North American Datum, the Court shall request the Agent of the appropriate Party to furnish the Court with the corrected datum points.

(f) In recognition of the fact that the Parties do not utilize the same standard set of symbols on nautical charts, the Court or any technical expert or experts shall, if necessary, confer with the Agents and their advisers to ensure proper interpretation of the symbol or feature.

(g) The Court, or any technical expert or experts, shall consult with the Parties as may be necessary concerning any common computer programs of the Parties for technical calculations, and utilize such programs as appropriate.

ARTICLE V

1. Neither Party shall introduce into evidence or argument, or publicly disclose in any manner, the nature or content of proposals directed to a maritime boundaries settlement, or responses thereto, in the course of negotiations or discussions between the Parties undertaken since 1969.

2. Each of the Parties shall notify and consult the other prior to introducing into evidence or argument diplomatic or other confidential correspondence between Canada and the United States of America related to the issue of maritime boundaries delimitation.

ARTICLE VI

1. Subject to the provisions of this Agreement, the proceedings of the Court shall be governed by the Rules of Court of the International Court of Justice to the extent they are deemed applicable and appropriate by the Court. The Court shall have the power to prescribe such further rules of procedure as may be necessary.

2. In the absence of unanimity, the decisions of the Court on all questions, whether of substance or procedure, shall be given by a majority vote of its Members, including all questions relating to the competence of the Court, the interpretation of this Agreement, and the decision on the question specified in Article II.

ARTICLE VII

The Court shall establish its seat at a place fixed in agreement with the Parties. Until the seat has been determined, the Court may meet at a place provisionally chosen by the President. The Registrar shall notify the Parties of the address for the filing of their written pleadings and other documents.

ARTICLE VIII

1. The Parties shall use the following procedure before the Court:

- (a) The proceedings shall be written and oral.
- (b) Without prejudice to any question as to burden of proof, the written proceedings shall consist of:

- (i) a Memorial to be submitted by each Party not later than seven months after the Court has been constituted;
- (ii) a Counter-Memorial to be submitted by each Party not later than six months after the exchange of Memorials; and
- (iii) any further pleadings found by the Court to be necessary.

The Court may extend these time limits at the request of either Party.

2. The written pleadings submitted to the Registrar shall not be communicated to the other Party until the corresponding pleading of that Party has been received by the Registrar. The written pleadings shall not be made available to the public until the oral hearings have commenced, except as otherwise agreed.

3. The oral hearing shall follow the written proceedings, and shall be held in public at such place and time as the Court, after consultation with the two Parties, may determine.

ARTICLE IX

1. The pleadings, written and oral, shall be in the English or French language; the decisions of the Court shall be in both languages.

2. The Court shall, as may be necessary, arrange for translations and interpretations, and secretarial and clerical staff, and accommodation and the purchase or hire of office equipment.

ARTICLE X

1. The remuneration of the judges of the Court and the general expenses of the arbitration shall be divided equally between the two Parties.

2. Each Party shall bear its own expenses incurred in or for the preparation and presentation of its case.

ARTICLE XI

Any vacancies which may arise on the Court shall be filled in accordance with the following procedure:

- (a) If the President of the Court is unable to act, and after two months the Parties have not reached agreement on filling the vacancy and designating the President, the remaining judges of the Court, following consultations with the Parties, shall, within one month, select from among their number a new President. The new President shall in turn, within six months after the vacancy occurred, fill the vacancy following further consultations with the Parties.
- (b) If a judge of the Court other than the President is unable to act and after two months the Parties have not reached agreement on a person to fill the vacancy, the President of the Court shall, within six months after the vacancy occurred, fill the vacancy after consultation with the Parties.

ARTICLE XII

1. The decision of the Court on the question posed in Article II shall be final and binding upon the Parties.

2. Either Party may, within three months of the rendering of the decision, refer to the Court any dispute as to the meaning and scope of the decision.

3. The Court shall have competence to rectify any clerical or technical error in its decision upon the application of either Party within six months of the rendering of its decision.

ARTICLE XIII

1. Following the rendering of the decision of the Court, either Party may request negotiations directed toward reaching agreement on extension of the maritime boundary as far seaward as the Parties may consider desirable.

2. If the Parties have not reached agreement on the extension of the maritime boundary within one year of the date of such a request, either Party may notify the other of its intent to submit the question of the seaward extension of the maritime boundary for decision by binding third party settlement.

3. If the Parties are unable to agree on the terms of such a submission within three months of such notice, either Party may submit the question of the seaward

extension of the maritime boundary to the Court constituted in accordance with this Agreement, provided that at least three of the five judges of the Court are able to serve. In the event that any judge of the Court is unable to serve, any vacancy shall be filled in the manner provided for in Article XI.

4. If agreement pursuant to paragraph 1 or paragraph 2 is not reached, and the matter cannot be submitted to the Court in accordance with paragraph 3, either Party may call upon the President of the International Court of Justice to select, after consultation with the Parties, five persons, none of whom shall be a national of Canada or the United States of America, to constitute a Court of Arbitration.

5. The provisions of this Agreement shall be applied, mutatis mutandis, to the proceedings under this Article, and the decision of the Court of Arbitration shall be final and binding upon the Parties.

ARTICLE XIV

This Agreement shall enter into force in accordance with Articles II or III of the Treaty between the Government of Canada and the Government of the United States of America to Submit to Binding Dispute Settlement the Delimitation of the Maritime Boundary in the Gulf of Maine Area signed this day, and it shall remain in force until the said Treaty is terminated.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE in duplicate at this day of 1979, in the English and French languages, each text being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le compromis.

FAIT en deux exemplaires à ce jour de 1979, en français et en anglais, chaque texte faisant également foi.

For the Government of
Canada
Pour le Gouvernement du
Canada

For the Government of the
United States of America
Pour le Gouvernement des
Etats-Unis d'Amérique