Part II

TREATIES

Division I

THE TERRITORIAL SEA AND THE CONTIGUOUS ZONE[1]

Subdivision A. Multilateral Treaties

1. PROTOCOL OF ACCESSION TO THE SANTIAGO DECLARATION ON THE "MARITIME ZONE", DONE AT QUITO ON 6 OCTOBER 1955[2]

Considering that the Declaration on the "Maritime Zone",[3] signed at Santiago on 18 August 1952 by the Governments of Chile, Ecuador and Peru, contains principles and rules which affect other countries of the continent and that therefore, the adherence to those principles and rules by the American countries which are in agreement therewith should be facilitated,

The Governments of Ecuador, Chile and Peru,

Agree, by this Protocol, to open the Declaration on the Maritime Zone, signed at Santiago, Chile, on 18 August 1952, to American States for accession, as regards the basic principles contained in the paragraphs of the said Declaration reading as follows:

> "Governments are bound to ensure for their peoples access to necessary food supplies and to furnish them with the means of developing their economy.
>
> "It is therefore the duty of each Government to ensure the conservation and protection of its natural resources and to regulate the use thereof to the greatest possible advantage of its country.
>
> "Hence it is likewise the duty of each Government to prevent the said resources from being used outside the area of its jurisdiction so as to endanger their existence, integrity and conservation to the prejudice of peoples so situated geographically that their seas are irreplaceable sources of essential food and economic materials."

And as regards the rules which flow from these principles as a result of the decision to preserve for and make available to their respective peoples the

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[1] For the texts touching upon the territorial sea and the contiguous zone in connexion with exploration for and exploitation of the continental shelf, marine pollution, and fishing and conservation of living resources, see *infra* Divisions II, III and IV, respectively.

[2] Spanish text provided by the Permanent Mission of Ecuador to the United Nations in a note verbale of 16 October 1973. Translation by the Secretariat of the United Nations.

[3] Reproduced in ST/LEG/SER.B/6, pp. 723-724.

natural resources of the maritime zone adjacent to their coasts, such rules being embodied in the following declaration:

"Owing to the geological and biological factors affecting the existence, conservation and development of the marine fauna and flora of the waters adjacent to the coasts of the declarant countries, the former extent of the territorial sea and contiguous zone is insufficient to permit the conservation, development and use of those resources, to which the coastal countries are entitled.

"The Governments of Chile, Ecuador and Peru therefore proclaim as a principle of their international maritime policy that each of them possesses sole sovereignty and jurisdiction over the area of sea adjacent to the coast of its own country and extending not less than 200 nautical miles from the said coast. Their sole jurisdiction and sovereignty over the zone thus described includes sole sovereignty and jurisdiction over the sea-bed and subsoil thereof.

"This Declaration shall not be construed as disregarding the necessary restrictions on the exercise of sovereignty and jurisdiction imposed by international law to permit the innocent and inoffensive passage of vessels of all nations through the zone aforesaid."

The three Governments declared that adherence to the principle that coastal States have the right and the duty to protect, conserve and use the resources of the sea adjacent to their coasts shall not be affected by the exercise of the right which each State also has to fix the extent and limits of its Maritime Zone. Therefore, in effecting such adherence, each State may determine the extent and manner of delimitation of its respective zone, in relation to all or part of its coast, in accordance with the particular geographical configuration, the size of each sea, and the geological and biological factors affecting the existence, conservation and development of the marine fauna and flora of its waters.

Adherence as aforesaid shall not apply in respect of paragraph VI of the Santiago Declaration, since its terms are determined by the geographical and biological similarities prevailing in the coastal maritime zones of the signatory States, and consequently, are not characteristic of America as a whole.

2. AGREEMENT ON CO-OPERATION WITH REGARD TO MARITIME MERCHANT SHIPPING, DONE AT BUDAPEST ON 3 DECEMBER 1971[1]

The Governments of the People's Republic of Bulgaria, the Czechoslovak Socialist Republic, the German Democratic Republic, the Hungarian People's Republic, the Polish People's Republic, the Socialist Republic of Romania and the Union of Soviet Socialist Republics (hereinafter referred to as the "Contracting Parties"),

Desiring to promote the further development and strengthening of co-operation between their countries with regard to maritime merchant shipping, and

[1] Legislative Series of the Government of the USSR, 1974, No. 9, p. 49. Entered into force on 17 June 1973 in accordance with article 17. Translation by the Secretariat of the United Nations. Received for registration with the Secretariat on 20 May 1974.

Being convinced that such co-operation is conducive to the attainment of the purposes set out in the Charter of the United Nations,

Have agreed as follows:

Article 1

The Contracting Parties shall make every effort to develop and strengthen the existing co-operation between their countries in the field of maritime merchant shipping.

Article 2

In accordance with article 1 of this Agreement, the Contracting Parties shall encourage bilateral and multilateral co-operation between the government departments responsible in their countries for marine transport activities and between shipping organizations and enterprises in order to develop their countries' marine transport and, in particular, to:

Make fuller and more efficient use of the merchant marine and maritime ports to meet the demand for international marine transport;

Develop co-operation in the field of chartering;

Expand economic, scientific and technological relations and the exchange of experience;

Exchange views regarding the activities of international organizations dealing with shipping problems, and to enter into international agreements on marine transport.

Article 3

The Contracting Parties reaffirm their adherence to the principles of the freedom of merchant shipping, and their determination to oppose any discriminatory measures in that field that would hinder the normal development of shipping.

Article 4

The Contracting Parties shall promote the effective development of international merchant shipping and, in particular, the successful solution of the economic, scientific, technological and legal problems that arise in that field. They express their readiness to co-operate in the attainment of the aforementioned goals with other countries on the basis of the principles of equality, non-interference in domestic affairs and mutual benefit.

Article 5

1. The Contracting Parties agree:

To encourage participation by their vessels in marine transport between the ports of their countries;

To co-operate in removing obstacles that might hinder participation by vessels of the Contracting Parties in transport between the ports of their countries;

Not to prevent vessels of the Contracting Parties from participating in marine transport between the ports of one of the Contracting Parties and the ports of third countries.

2. The provisions of paragraph 1 shall not affect the right of vessels of third countries to participate in transport between the ports of one of the Contracting Parties and the ports of the other Contracting Parties.

Article 6

1. Vessels flying the flag of any of the Contracting Parties shall, in the ports of those Parties, be accorded, on a basis of reciprocity, the most favourable treatment that is accorded to national vessels engaged in international traffic, or, also on a basis of reciprocity, the most favourable treatment accorded to the vessels of other countries in all matters relating to entry into, stay in and departure from port; the use of ports for loading and unloading operations; embarkment and disembarkment of passengers; and the use of navigational services.

2. The provisions of paragraph 1 shall not apply: to ports that are not declared open for calls for foreign vessels; to pilotage operations; to such transport and other operations reserved by law to national organizations as cabotage, towing, rescue and salvage; or to compliance with customs, administrative, sanitary and phytosanitary regulations and formalities in effect in the ports.

3. In all navigational matters not specifically mentioned in this Agreement, the Contracting Parties shall extend to each other most favoured nation treatment.

Article 7

1. The Contracting Parties shall, on a basis of reciprocity, take steps to facilitate and expedite marine transport, to shorten the time spent by vessels in port, and to simplify as much as possible the customs, administrative, sanitary and phytosanitary formalities in effect in the ports.

2. The customs and fiscal authorities of the Contracting Parties shall, on a basis of reciprocity, refrain from imposing duties and fees on such items of equipment and machinery and on such spare parts and ship's stores on board vessels which are required for the operation and maintenance of the vessel and its machinery, and on stores intended for use and consumption on board by members of the crew and passengers.

3. Items of equipment and machinery, spare parts and ship's stores sent through the territory of any Contracting Party shall not be liable to the imposition of duties and fees provided they are intended exclusively for the normal operation of vessels flying the flag of one of the Contracting Parties and lying in ports of another Contracting Party.

Article 8

In the use of vessels flying the flag of a Contracting Party in whose territory there are no maritime ports for merchant shipping, the provisions of

articles 6 and 7 of the Agreement shall apply irrespective of the conditions concerning reciprocity contained in those articles.

Article 9

1. The Contracting Parties shall accord reciprocal recognition to the tonnage certificates and other ship's documents issued or recognized by the competent authorities of the State whose flag the vessel is flying.

2. Marine fees and taxes shall be calculated and levied on the basis of the tonnage certificates or equivalent documents currently in force that are carried on board the vessels.

Article 10

Shipping establishments, organizations and enterprises of one of the Contracting Parties shall, on a basis of reciprocity, be exempt in the territory of the other Contracting Parties from taxes on profits and income derived by such establishments, organizations and enterprises from the operation of vessels belonging to them or chartered by them for the purposes of international marine transport.

Article 11

1. If a vessel flying the flag of one of the Contracting Parties is wrecked, runs aground, is driven ashore or suffers any other damage off the shore of any other Contracting Party, the necessary assistance and facilities shall be granted to the vessel, its crew, passengers and cargo by the competent authorities of the latter Party in the same measure as they would be granted to a vessel flying the flag of that Party.

2. If a vessel flying the flag of one of the Contracting Parties suffers damage or is in distress in the territorial or internal maritime waters of any other Contracting Party, the competent authorities of the latter Party may grant permission for the rescue vessels and equipment of the first Contracting Party to provide assistance to the vessel, its crew, passengers and cargo in accordance with its own domestic laws.

3. A vessel which has suffered damage or been in distress, and the cargo, stores and other property of that vessel, shall not be subject in the territory of another Contracting Party to port fees, taxes and customs duties provided the vessel has come there for purposes other than commercial operations, and its cargo, stores and other property have been brought there for purposes other than use or consumption in the territory of that Party.

4. The foregoing provisions shall not affect the levying of pilotage fees or payments made for actual services provided to a vessel that has suffered damage or been in distress.

Article 12

The Contracting Parties shall accord reciprocal recognition to the seamen's identity cards issued by the competent authorities of the State whose flag the vessel is flying.

Persons who are in possession of the aforementioned identity cards and whose names appear on the vessel's crew list shall be entitled to go ashore in a port of any of the Contracting Parties for a temporary stay in the territory of the port town while the vessel is lying in that port.

The stay of seamen in the territory of the port town shall be regulated by the relevant rules in effect in the port of call.

Article 13

1. All disputes between shipping establishments, organizations or enterprises of the Contracting Parties arising out of contractual and other civil law relationships that come into being between them in the course of co-operation for the purpose of this Agreement shall be subject to arbitration and shall not come within the jurisdiction of the State courts.

Disputes as aforesaid shall be submitted to arbitration in the country of the defendant or, by agreement between the shipping establishments, organizations or enterprises of the Contracting Parties, to arbitration in a third country that is a Party to the present Agreement.

2. The provisions of paragraph 1 of this article shall not extend to such disputes in respect of civil-law relationships as fall within the exclusive jurisdiction of the State courts or other authorities by virtue of international agreements concluded between the Parties, or to such disputes in respect of civil-law relationships as fall within the exclusive jurisdiction of the State courts or other national authorities by virtue of the domestic legislation of the Contracting Parties.

3. State-owned merchant vessels flying the flag of one of the Contracting Parties shall not be liable to seizure of attachment in the ports of the other Contracting Parties in connexion with the civil disputes referred to in paragraphs 1 and 2 of this article.

Article 14

The competent authorities of each of the Contracting Parties shall furnish necessary assistance to agencies in their territory representing shipping organizations and enterprises and establishments connected with shipping of other Contracting Parties in the discharge of the functions of those agencies.

The activities of such agencies shall be subject to the relevant laws and regulations in force in the territory of the country in which they are situated.

Article 15

After this Agreement has come into force, any State may become a party to it.

The accession of other States may take place on the basis of an understanding between them and the Contracting Parties.

Article 16

This Agreement has been concluded for an unlimited period.

A Contracting Party may denounce this Agreement by notifying the depositary accordingly in writing not less than six months before the end of the current calendar year. The denunciation shall take effect from 1 January of the following calendar year.

Article 17

This Agreement shall come into force 30 days after the Governments of the signatory States notify the depositary that the procedures required under their legislation for the Agreement to come into force have been completed.

Article 18

This Agreement may be amended subject to the consent of all the Contracting Parties in accordance with the procedure set out in article 17.

Article 19

This Agreement shall be deposited with the Government of the Union of Soviet Socialist Republics which shall act as depositary for the Agreement.

The depositary shall transmit certified copies of this Agreement to all the signatory States.

3. INTERNATIONAL CONVENTION ON THE ESTABLISHMENT OF AN INTERNATIONAL FUND FOR COMPENSATION FOR OIL POLLUTION DAMAGE, DONE AT BRUSSELS ON 18 DECEMBER 1971[1]

The States Parties to the present Convention,

Being parties to the International Convention on Civil Liability for Oil Pollution Damage, adopted at Brussels on 29 November 1969[2]

Conscious of the dangers of pollution posed by the world-wide maritime carriage of oil in bulk,

Convinced of the need to ensure that adequate compensation is available to persons who suffer damage caused by pollution resulting from the escape or discharge of oil from ships,

Considering that the International Convention of 29 November 1969, on Civil Liability for Oil Pollution Damage, by providing a régime for compensation for pollution damage in Contracting States and for the costs of measures, wherever taken, to prevent or minimize such damage, represents a considerable progress towards the achievement of this aim,

Considering however that this régime does not afford full compensation for victims of oil pollution damage in all cases while it imposes an additional financial burden on shipowners,

Considering further that the economic consequences of oil pollution damage resulting from the escape or discharge of oil carried in bulk at sea by

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[1] Text provided by the Permanent Representative of Sweden to the United Nations in a note verbale of 4 February 1975.

[2] Reproduced in ST/LEG/SER.B/16, pp. 447-454.

ships should not exclusively be borne by the shipping industry but should in part be borne by the oil cargo interests,

Convinced of the need to elaborate a compensation and indemnification system supplementary to the International Convention on Civil Liability for Oil Pollution Damage with a view to ensuring that full compensation will be available to victims of oil pollution incidents and that the shipowners are at the same time given relief in respect of the additional financial burdens imposed on them by the said Convention,

Taking note of the Resolution on the Establishment of an International Compensation Fund for Oil Pollution Damage which was adopted on 29 November 1969 by the International Legal Conference on Marine Pollution Damage,

Have agreed as follows:

General Provisions

Article 1

For the purposes of this Convention

1. "Liability Convention" means the International Convention on Civil Liability for Oil Pollution Damage, adopted at Brussels on 29 November 1969.

2. "Ship", "Person", "Owner", "Oil", "Pollution Damage", "Preventive Measures", "Incident" and "Organization", have the same meaning as in Article I of the Liability Convention, provided however that, for the purposes of these terms, "Oil" shall be confined to persistent hydrocarbon mineral oils.

3. "Contributing Oil" means crude oil and fuel oil as defined in subparagraphs *(a)* and *(b)* below:

(a) "Crude Oil means any liquid hydrocarbon mixture occurring naturally in the earth whether or not treated to render it suitable for transportation. It also includes crude oils from which certain distillate fractions have been removed (sometimes referred to as "topped crudes") or to which certain distillate fractions have been added (sometimes referred to as "spiked" or "reconstituted" crudes).

(b) "Fuel Oil" means heavy distillates or residues from crude oil or blends of such materials intended for use as a fuel for the production of heat or power of a quality equivalent to the "American Society for Testing and Materials' Specification for Number Four Fuel Oil (Designation D 396-69)", or heavier.

4. "Franc" means the unit referred to in Article V, paragraph 9 of the Liability Convention.

5. "Ship's tonnage" has the same meaning as in Article V, paragraph 10, of the Liability Convention.

6. "Ton", in relation to oil, means a metric ton.

7. "Guarantor" means any person providing insurance or other financial security to cover an owner's liability in pursuance of Article VII, paragraph 1, of the Liability Convention.

8. "Terminal installation" means any site for the storage of oil in bulk which is capable of receiving oil from waterborne transportation, including any facility situated off-shore and linked to such site.

9. Where an incident consists of a series of occurrences, it shall be treated as having occurred on the date of the first such occurrence.

Article 2

1. An International Fund for compensation for pollution damage, to be named "The International Oil Pollution Compensation Fund" and hereinafter referred to as "The Fund", is hereby established with the following aims:

(a) To provide compensation for pollution damage to the extent that the protection afforded by the Liability Convention is inadequate;

(b) To give relief to shipowners in respect of the additional financial burden imposed on them by the Liability Convention, such relief being subject to conditions designed to ensure compliance with safety at sea and other conventions;

(c) To give effect to the related purposes set out in this Covention.

2. The Fund shall in each Contracting State be recognized as a legal person capable under the laws of that State of assuming rights and obligations and of being a party in legal proceedings before the courts of that State. Each Contracting State shall recognize the Director of the Fund (hereinafter referred to as "The Director") as the legal representative of the Fund.

Article 3

The Convention shall apply:

1. With regard to compensation according to Article 4, exclusively to pollution damage caused on the territory including the territorial sea of a Contracting State, and to preventive measures taken to prevent or minimize such damage;

2. With regard to indemnification of shipowners and their guarantors according to Article 5, exclusively in respect of pollution damage caused on the territory, including the territorial sea, of a State Party to the Liability Convention by a ship registered in or flying the flag of a Contracting State and in respect of preventive measures taken to prevent or minimize such damage.

Compensation and indemnification

Article 4

1. For the purpose of fulfilling its function under Article 2, paragraph 1 *(a)*, the Fund shall pay compensation to any person suffering pollution damage if such person has been unable to obtain full and adequate compensation for the damage under the terms of the Liability Convention,

(a) Because no liability for the damage arises under the Liability Convention;

(b) Because the owner liable for the damage under the Liability Convention is financially incapable of meeting his obligations in full and any financial security that may be provided under Article VII of that Convention does not cover or is insufficient to satisfy the claims for compensation for the damage; an owner being treated as financially incapable of meeting his obligations and a financial security being treated as insufficient if the person suffering the damage has been unable to obtain full satisfaction of the amount of compensation due under the Liability Convention after having taken all reasonable steps to pursue the legal remedies available to him;

(c) Because the damage exceeds the owner's liability under the Liability Convention as limited pursuant to Article V, paragraph 1, of that Convention or under the terms of any other international Convention in force or open for signature, ratification or accession at the date of this Convention.

Expenses reasonably incurred or sacrifices reasonably made by the owner voluntarily to prevent or minimize pollution damage shall be treated as pollution damage for the purposes of this Article.

2. The Fund shall incur no obligation under the preceding paragraph if:

(a) It proves that the pollution damage resulted from an act of war, hostilities, civil war or insurrection or was caused by oil which has escaped or been discharged from a warship or other ship owned or operated by a State and used, at the time of the incident, only on Government non-commercial service; or

(b) The claimant cannot prove that the damage resulted from an incident involving one or more ships.

3. If the Fund proves that the pollution damage resulted wholly or partially either from an act or omission done with intent to cause damage by the person who suffered the damage or from the negligence of that person, the Fund may be exonerated wholly or partially from its obligation to pay compensation to such person provided, however, that there shall be no such exoneration with regard to such preventive measures which are compensated under paragraph 1. The Fund shall in any event be exonerated to the extent that the shipowner may have been exonerated under Article III, paragraph 3 of the Liability Convention.

4. *(a)* Except as otherwise provided in subparagraph *(b)* of this paragraph, the aggregate amount of compensation payable by the Fund under this Article shall in respect of any one incident be limited, so that the total sum of that amount and the amount of compensation actually paid under the Liability Convention for pollution damage caused in the territory of the Contracting States, including any sums in respect of which the Fund is under an obligation to indemnify the owner pursuant to Article 5, paragraph 1, of this Convention, shall not exceed 450 million francs.

(b) The aggregate amount of compensation payable by the Fund under this Article for pollution damage resulting from a natural phenomenon of an exceptional, inevitable and irresistible character shall not exceed 450 million francs.

5. Where the amount of established claims against the Fund exceeds the aggregate amount of compensation payable under paragraph 4, the amount available shall be distributed in such a manner that the proportion between any established claim and the amount of compensation actually recovered by the claimant under the Liability Convention and this Convention shall be the same for all claimants.

6. The Assembly of the Fund (hereinafter referred to as "the Assembly") may, having regard to the experience of incidents which have occurred and in particular the amount of damage resulting therefrom and to changes in the monetary values, decide that the amount of 450 million francs referred to in paragraph 4, sub-paragraphs *(a)* and *(b)*, shall be changed; provided, however, that this amount shall in no case exceed 900 million francs or be lower than 450 million francs. The changed amount shall apply to incidents which occur after the date of the decision effecting the change.

7. The Fund shall, at the request of a Contracting State, use its good offices as necessary to assist that State to secure promptly such personnel, material and services as are necessary to enable the State to take measures to prevent or mitigate pollution damage arising from an incident in respect of which the Fund may be called upon to pay compensation under this Convention.

8. The Fund may on conditions to be laid down in the Internal Regulations provide credit facilities with a view to the taking of preventive measures against pollution damage arising from a particular incident in respect of which the Fund may be called upon to pay compensation under this Convention.

Article 5

1. For the purpose of fulfilling its function under Article 2, paragraph 1 *(b)*, the Fund shall indemnify the owner and his guarantor for that portion of the aggregate amount of liability under the Liability Convention which:

(a) Is in excess of an amount equivalent to 1,500 francs for each ton of the ship's tonnage or of an amount of 125 million francs, whichever is the less; and

(b) Is not in excess of an amount equivalent to 2,000 francs for each ton of the said tonnage or an amount of 210 million francs, whichever is the less,

provided, however, that the Fund shall incur no obligation under this paragraph where the pollution damage resulted from the wilful misconduct of the owner himself.

2. The Assembly may decide that the Fund shall, on conditions to be laid down in the Internal Regulations, assume the obligations of a guarantor in respect of ships referred to in Article 3, paragraph 2, with regard to the portion of liability referred to in paragraph 1 of this Article. However, the Fund shall assume such obligations only if the owner so requests and if he maintains adequate insurance or other financial security covering the owner's liability under the Liability Convention up to an amount equivalent to 1,500 francs for each ton of the ship's tonnage or an amount of 125 million francs, whichever is the less. If the Fund assumes such obligations, the owner shall in

each Contracting State be considered to have complied with Article VII of the Liability Convention in respect of the portion of his liability mentioned above.

3. The Fund may be exonerated wholly or partially from its obligations under paragraph 1 towards the owner and his guarantor if the Fund proves that as a result of the actual fault or privity of the owner:

(a) The ship from which the oil causing the pollution damage escaped did not comply with the requirements laid down in:

(i) The International Convention for the Prevention of Pollution of the Sea by Oil, 1954, as amended in 1962; or

(ii) The International Convention for the Safety of Life at Sea, 1960; or

(iii) The International Convention on Load Lines, 1966; or

(iv) The International Regulations for Preventing Collisions at Sea, 1960; or

(v) Any amendments to the above-mentioned Conventions which have been determined as being of an important nature in accordance with Article XVI (5) of the Convention mentioned under (i), Article IX *(e)* of the Convention mentioned under (ii) or Article 29 (3) *(d)* or (4) *(d)* of the Convention mentioned under (iii), provided, however, that such amendments had been in force for at least twelve months at the time of the incident;

and

(b) The incident or damage was caused wholly or partially by such non-compliance.

The provisions of this paragraph shall apply irrespective of whether the Contracting State in which the ship was registered or whose flag it was flying is a Party to the relevant Instrument.

4. Upon the entry into force of a new Convention designed to replace, in whole or in part, any of the Instruments specified in paragraph 3, the Assembly may decide at least six months in advance a date on which the new Convention will replace such Instrument or part thereof for the purpose of paragraph 3. However, any State Party to this Convention may declare to the Director before that date that it does not accept such replacement; in which case the decision of the Assembly shall have no effect in respect of a ship registered in, or flying the flag of, that State at the time of the incident. Such a declaration may be withdrawn at any later date and shall in any event cease to have effect when the State in question becomes a party to such new Convention.

5. A ship complying with the requirements in an amendment to an Instrument specified in paragraph 3 or with requirements in a new Convention, where the amendment or Convention is designed to replace in whole or in part such Instrument, shall be considered as complying with the requirements in the said Instrument for the purposes of paragraph 3.

6. Where the Fund, acting as a guarantor by virtue of paragraph 2, has paid compensation for pollution damage in accordance with the Liability Convention, it shall have a right of recovery from the owner if and to the

extent that the Fund would have been exonerated pursuant to paragraph 3 from its obligations under paragraph 1 to indemnify the owner.

7. Expenses reasonably incurred and sacrifices reasonably made by the owner voluntarily to prevent or minimize pollution damage shall be treated as included in the owner's liability for the purposes of this Article.

Article 6

1. Rights to compensation under Article 4 or indemnification under Article 5 shall be extinguished unless an action is brought thereunder or a notification has been made pursuant to Article 7, paragraph 6, within three years from the date when the damage occurred. However, in no case shall an action be brought after six years from the date of the incident which caused the damage.

2. Nothwithstanding paragraph 1, the right of the owner or his guarantor to seek indemnification from the Fund pursuant to Article 5, paragraph 1, shall in no case be extinguished before the expiry of a period of six months as from the date on which the owner or his guarantor acquired knowledge of the bringing of an action against him under the Liability Convention.

Article 7

1. Subject to the subsequent provisions of this Article, any action against the Fund for compensation under Article 4 or indemnification under Article 5 of this Convention shall be brought only before a court competent under Article IX of the Liability Convention in respect of actions against the owner who is or who would, but for the provisions of Article III, paragraph 2, of that Convention, have been liable for pollution damage caused by the relevant incident.

2. Each Contracting State shall ensure that its courts possess the necessary jurisdiction to entertain such actions against the Fund as are referred to in paragraph 1.

3. Where an action for compensation for pollution damage has been brought before a court competent under Article IX of the Liability Convention against the owner of a ship or his guarantor, such court shall have exclusive jurisdictional competence over any action against the Fund for compensation or indemnification under the provisions of Article 4 or 5 of this Convention in respect of the same damage. However, where an action for compensation for pollution damage under the Liability Convention has been brought before a court in a State Party to the Liability Convention but not to this Convention, any action against the Fund under Article 4 or under Article 5, paragraph 1, of this Convention shall at the option of the claimant be brought either before a court of the State where the Fund has its headquarters or before any court of a State Party to this Convention competent under Article IX of the Liability Convention.

4. Each Contracting State shall ensure that the Fund shall have the right to intervene as a party to any legal proceedings instituted in accordance with Article IX of the Liability Convention before a competent court of that State against the owner of a ship or his guarantor.

5. Except as otherwise provided in paragraph 6, the Fund shall not be bound by any judgment or decision in proceedings to which it has not been a party or by any settlement to which it is not a party.

6. Without prejudice to the provisions of paragraph 4, where an action under the Liability Convention for compensation for pollution damage has been brought against an owner or his guarantor before a competent court in a Contracting State, each party to the proceedings shall be entitled under the national law of that State to notify the Fund of the proceedings. Where such notification has been made in accordance with the formalities required by the law of the court seized and in such time and in such a manner that the Fund has in fact been in a position effectively to intervene as a party to the proceedings, any judgment rendered by the court in such proceedings shall, after it has become final and enforceable in the State where the judgment was given, become binding upon the Fund in the sense that the facts and findings in that judgment may not be disputed by the Fund even if the Fund has not actually intervened in the proceedings.

Article 8

Subject to any decision concerning the distribution referred to in Article 4, paragraph 5, any judgment given against the Fund by a court having jurisdiction in accordance with Article 7, paragraphs 1 and 3, shall, when it has become enforceable in the State of origin and is in that State no longer subject to ordinary forms of review, be recognized and enforceable in each Contracting State on the same conditions as are prescribed in Article X of the Liability Convention.

Article 9

1. Subject to the provisions of Article 5, the Fund shall, in respect of any amount of compensation for pollution damage paid by the Fund in accordance with Article 4, paragraph 1, of this Convention, acquire by subrogation the rights that the person so compensated may enjoy under the Liability Convention against the owner or his guarantor.

2. Nothing in this Convention shall prejudice any right of recourse or subrogation of the Fund against persons other than those referred to in the preceding paragraph. In any event the right of the Fund to subrogation against such person shall not be less favourable than that of an insurer of the person to whom compensation or indemnification has been paid.

3. Without prejudice to any other rights of subrogation or recourse against the Fund which may exist, a Contracting State or agency thereof which has paid compensation for pollution damage in accordance with provisions of national law shall acquire by subrogation the rights which the person so compensated would have enjoyed under this Convention.

Contributions

Article 10

1. Contributions to the Fund shall be made in respect of each Contracting State by any person who, in the calendar year referred to in

Article 11, paragraph 1, as regards initial contributions and in Article 12, paragraphs 2 *(a)* or *(b)*, as regards annual contributions, has received in total quantities exceeding 150,000 tons:

(a) In the ports or terminal installations in the territory of that State contributing oil carried by sea to such ports or terminal installations; and

(b) In any installations situated in the territory of that Contracting State contributing oil which has been carried by sea and discharged in a port or terminal installation of a non-Contracting State, provided that contributing oil shall only be taken into account by virtue of this sub-paragraph on first receipt in a Contracting State after its discharge in that non-Contracting State.

2. *(a)* For the purposes of paragraph 1, where the quantity of contributing oil received in the territory of a Contracting State by any person in a calendar year when aggregated with the quantity of contributing oil received in the same Contracting State in that year by any associated person or persons exceeds 150,000 tons, such person shall pay contributions in respect of the actual quantity received by him notwithstanding that that quantity did not exceed 150,000 tons.

(b) "Associated person" means any subsidiary or commonly controlled entity. The question whether a person comes within this definition shall be determined by the national law of the State concerned.

Article 11

1. In respect of each Contracting State initial contributions shall be made of an amount which shall for each person referred to in Article 10 be calculated on the basis of a fixed sum for each ton of contributing oil received by him during the calendar year preceding that in which this Convention entered into force for that State.

2. The sum referred to in paragraph 1 shall be determined by the Assembly within two months after the entry into force of this Convention. In performing this function the Assembly shall, to the extent possible, fix the sum in such a way that the total amount of initial contributions would, if contributions were to be made in respect of 90 per cent of the quantities of contributing oil carried by sea in the world, equal 75 million francs.

3. The initial contributions shall in respect of each Contracting State be paid within three months following the date at which the Convention entered into force for that State.

Article 12

1. With a view to assessing for each person referred to in Article 10 the amount of annual contributions due, if any, and taking account of the necessity to maintain sufficient liquid funds, the Assembly shall for each calendar year make an estimate in the form of a budget of:

(i) *Expenditure*

(a) Costs and expenses of the administration of the Fund in the relevant year and any deficit from operations in preceding years;

(b) Payments to be made by the Fund in the relevant year for the satisfaction of claims against the Fund due under Article 4 or 5, including repayment on loans previously taken by the Fund for the satisfaction of such claims, to the extent that the aggregate amount of such claims in respect of any one incident does not exceed 15 million francs;

(c) Payments to be made by the Fund in the relevant year for the satisfaction of claims against the Fund due under Article 4 or 5, including repayments on loans previously taken by the Fund for the satisfaction of such claims, to the extent that the aggregate amount of such claims in respect of any one incident is in excess of 15 million francs;

(ii) *Income*

(a) Surplus funds from operations in preceding years, including any interest;

(b) Initial contributions to be paid in the course of the year;

(c) Annual contributions, if required to balance the budget;

(d) Any other income.

2. For each person referred to in Article 10 the amount of his annual contribution shall be determined by the Assembly and shall be calculated in respect of each Contracting State:

(a) In so far as the contribution is for the satisfaction of payments referred to in paragraph 1 (i) *(a)* and *(b)* on the basis of a fixed sum for each ton of contributing oil received in the relevant State by such persons during the preceding calendar year; and

(b) In so far as the contribution is for the satisfaction of payments referred to in paragraph 1 (i) *(c)* of this Article on the basis of a fixed sum for each ton of contributing oil received by such person during the calendar year preceding that in which the incident in question occurred, provided that State was a party to this Convention at the date of the incident.

3. The sums referred to in paragraph 2 above shall be arrived at by dividing the relevant total amount of contributions required by the total amount of contributing oil received in all Contracting States in the relevant year.

4. The Assembly shall decide the portion of the annual contribution which shall be immediately paid in cash and decide on the date of payment. The remaining part of each annual contribution shall be paid upon notification by the Director.

5. The Director may, in cases and in accordance with conditions to be laid down in the Internal Regulations of the Fund, require a contributor to provide financial security for the sums due from him.

6. Any demand for payments made under paragraph 4 shall be called rateably from all individual contributors.

Article 13

1. The amount of any contribution due under Article 12 and which is in arrear shall bear interest at a rate which shall be determined by the Assembly

for each calendar year provided that different rates may be fixed for different circumstances.

2. Each Contracting State shall ensure that any obligation to contribute to the Fund arising under this Convention in respect of oil received within the territory of that State is fulfilled and shall take any appropriate measures under its law, including the imposing of such sanctions as it may deem necessary, with a view to the effective execution of any such obligation; provided, however, that such measures shall only be directed against those persons who are under an obligation to contribute to the Fund.

3. Where a person who is liable in accordance with the provisions of Articles 10 and 11 to make contributions to the Fund does not fulfil his obligations in respect of any such contribution or any part thereof and is in arrear for a period exceeding three months, the Director shall take all appropriate action against such person on behalf of the Fund with a view to the recovery of the amount due. However, where the defaulting contributor is manifestly insolvent or the circumstances otherwise so warrant, the Assembly may, upon recommendation of the Director, decide that no action shall be taken or continued against the contributor.

4. CONVENTION ON THE PROTECTION OF THE ENVIRONMENT BETWEEN DENMARK, FINLAND, NORWAY AND SWEDEN (WITH PROTOCOL) DONE AT STOCKHOLM ON 19 FEBRUARY 1974[1]

Article 1

For the purpose of this Convention, environmentally harmful activities shall mean the discharge from the soil or from buildings or installations of solid or liquid waste, gas or any other substance into water-courses, lakes or the sea and the use of land, the seabed, buildings or installations in any other way which entails, or may entail environmental nuisance by water pollution or any other effect on water conditions, sand drift, air pollution, noise, vibration, changes in temperature, ionizing radiation, light etc.

The Convention shall not apply in so far as environmentally harmful activities are regulated by a special agreement between two or more of the Contracting States.

Article 2

In considering the permissibility of environmentally harmful activities, the nuisance which such activities entail or may entail in another Contracting State shall be equated with a nuisance in the State where the activities are carried out.

Article 3

Any person who is affected or may be affected by a nuisance caused by environmentally harmful activities in another Contracting State shall have the

[1] Finnish text provided by the Ministry of Foreign Affairs of Denmark in a note verbale of 20 December 1974. English text reproduced from text provided by the Embassy of Sweden at Washington, D.C. and published in *International Legal Materials*, Vol. XIII, No. 3, May 1974, pp. 591-597.

right to bring before the appropriate Court or Administrative Authority of that State the question of the permissibility of such activities, including the question of measures to prevent damage, and to appeal against the decision of the Court or the Administrative Authority to the same extent and on the same terms as a legal entity of the State in which the activities are being carried out.

The provisions of the first paragraph of this Article shall be equally applicable in the case of proceedings concerning compensation for damage caused by environmentally harmful activities. The question of compensation shall not be judged by rules which are less favourable to the injured party than the rules of compensation of the State in which the activities are being carried out.

Article 4

Each State shall appoint a special authority (supervisory authority) to be entrusted with the task of safeguarding general environmental interests in so far as regards nuisances arising out of environmentally harmful activities in another Contracting State.

For the purpose of safeguarding such interests, the supervisory authority shall have the right to institute proceedings before or be heard by the competent Court or Administrative Authority of another Contracting State regarding the permissibility of the environmentally harmful activities, if an authority or other representative of general environmental interests in that State can institute proceedings or be heard in matters of this kind, as well as the right to appeal against the decision of the Court or the Administrative Authority in accordance with the procedures and rules of appeal applicable to such cases in the State concerned.

Article 5

If the Court or the Administrative Authority examining the permissibility of environmentally harmful activities (examining authority) finds that the activities entail or may entail nuisance of significance in another Contracting State, the examining authority shall, if proclamation or publication is required in cases of that nature, send as soon as possible a copy of the documents of the case to the supervisory authority of the other State, and afford it the opportunity of giving its opinion. Notification of the date and place of a meeting or inspection shall, where appropriate, be given well in advance to the supervisory authority which, moreover, shall be kept informed of any developments that may be of interest to it.

Article 6

Upon the request of the supervisory authority, the examining authority shall, in so far as compatible with the procedural rules of the State in which the activities are being carried out, require the applicant for a permit to carry out environmentally harmful activities to submit such additional particulars, drawings and technical specifications as the examining authority deems necessary for evaluating the effects in the other State.

Article 7

The supervisory authority, if it finds it necessary on account of public or private interests, shall publish communications from the examining authority in the local newspaper or in some other suitable manner. The supervisory authority shall also institute such investigations of the effects in its own State as it deems necessary.

Article 8

Each State shall defray the cost of the activities of its supervisory authority.

Article 9

If, in a particular case, the supervisory authority has informed the appropriate Court or Administrative Authority of the State in which the activities are being carried out that in the case concerned the duties of the supervisory authority shall be discharged by another authority, the provisions of this Convention relating to supervisory activities shall, where appropriate, apply to that authority.

Article 10

If necessary for determining the damage caused in another State by environmentally harmful activities, the supervisory authority of that other State shall upon request of the examining authority of the State in which the activities are being carried out make arrangements for on-site inspection. The examining authority or an expert appointed by it may be present at such an inspection.

Where necessary, more detailed instructions concerning inspections such as referred to in the preceding paragraph shall be drawn up in consultation between the countries concerned.

Article 11

Where the permissibility of environmentally harmful activities which entail or may entail considerable nuisance in another Contracting State is being examined by the Government or by the appropriate Minister or Ministry of the State in which the activities are being carried out, consultations shall take place between the States concerned if the Government of the former State so requests.

Article 12

In cases such as those referred to in Article 11, the Government of each State concerned may demand that an opinion be given by a Commission which, unless otherwise agreed, shall consist of a chairman from another Contracting State to be appointed jointly by the parties and three members from each of the States concerned. Where such a Commission has been appointed, the case cannot be decided upon until the Commission has given its opinion.

Each State shall remunerate the members it has appointed. Fees or other remuneration of the Chairman as well as any other costs incidental to the activities of the Commission which are not manifestly the responsibility of one or the other State, shall be equally shared by the States concerned.

Article 13

This Convention shall also apply to the continental shelf areas of the Contracting States.

Article 14

This Convention shall enter into force six months from the date on which all the Contracting States have notified the Swedish Ministry for Foreign Affairs that the constitutional measures necessary for the entry into force of the Convention have been implemented. The Swedish Ministry for Foreign Affairs shall notify the other Contracting States of the receipt of such communications.

Article 15

Actions or cases relevant to this Convention, which are pending before a Court or an Administrative Authority on the date when this Convention enters into force, shall be dealt with and judged according to provisions previously in force.

Article 16

Any Contracting State wishing to denounce this Convention shall give notice of its intention in writing to the Swedish Government, which shall forthwith inform the other Contracting States of the denunciation and of the date on which notice was received.

The denunciation shall take effect twelve months from the date on which the Swedish Government received such notification or on such later date as may be indicated in the notice of denunciation.

This Convention shall be deposited with the Swedish Ministry for Foreign Affairs, which shall send certified copies thereof to the Government of each Contracting State.

PROTOCOL

In connection with the signing today of the Nordic Environmental Protection Convention the duly authorized signatory agreed that the following comments on its application shall be appended to the Convention.

In the application of *Article 1* discharge from the soil, or from buildings or installations of solid or liquid waste gases or other substances into water-courses, lakes or the sea shall be regarded as environmentally harmful activities only if the discharge entails or may entail a nuisance to the surroundings.

The right established in *Article 3* for anyone who suffers injury as a result of environmentally harmful activities in a neighbouring State to institute proceedings for compensation before a court or administrative authority of that State shall, in principle, be regarded as including the right to demand the purchase of his real property.

Article 5 shall be regarded as applying also to applications for permits where such applications are referred to certain authorities and organizations for their opinion but not in conjunction with proclamation or publication procedures.

The Contracting States shall require officials of the supervisory authority to observe *professional secrecy* as regards trade secrets, operational devices or business conditions of which they have become cognizant in dealing with cases concerning environmentally harmful activities in another State.

5. [CONVENTION ON THE PROTECTION OF THE MARINE ENVIRONMENT OF THE BALTIC SEA AREA, DONE AT HELSINKI ON 22 MARCH 1974] [1]

6. [CONVENTION FOR THE PREVENTION OF MARINE POLLUTION FROM LAND BASED SOURCES, DONE AT PARIS ON 4 JUNE 1974] [2]

[1] *Infra* Division III, Subdivision A, 4.

[2] *Infra* Division III, Subdivision A, 5.

Subdivision B. Bilateral Treaties

1. (i) AGREEMENT CONCERNING THE SOVEREIGNTY OVER THE ISLANDS OF AL-'ARABIYAH AND FARSI AND THE DELIMITATION OF THE BOUNDARY LINE SEPARATING THE SUBMARINE AREAS BETWEEN THE KINGDOM OF SAUDI ARABIA AND IRAN, DONE AT TEHERAN ON 24 OCTOBER 1968[1]

The Royal Government of Saudi Arabia . . . and the Imperial Government of Iran . . .

Desirous of resolving the difference between them regarding sovereignty over the islands of Al-'Arabiyah and Farsi and

Desirous further of determining in a just and accurate manner the boundary line separating the respective submarine areas over which each Party is entitled by international law to exercise sovereign rights,

Now therefore and with due respect to the principles of the law and particular circumstances,

And after exchanging the credentials, have agreed as follows:

Article 1

The Parties mutually recognize the sovereignty of Saudi Arabia over the island of Al-'Arabiyah and of Iran over the island of Farsi. Each island shall possess a belt of territorial sea 12 nautical miles in width, measured from the line of lowest low water on each of the said islands. In the area where these belts overlap, a boundary line separating the territorial seas of the two islands shall be drawn so as to be equidistant throughout its length from the lowest low water lines on each island.

Article 2

The boundary line separating the submarine areas which appertain to Saudi Arabia from the submarine areas which appertain to Iran shall be a line established as hereinafter provided. Both Parties mutually recognize that each possesses over the sea-bed and subsoil of the submarine areas on its side of the line sovereign rights for the purpose of exploring and exploiting the natural resources therein.

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[1] United Nations, *Treaty Series*, vol. 696, p. 212. Came into force on 29 January 1969 by the exchange of the instruments of ratification in accordance with article 5. Official translation signed by both Parties.

Article 3

The boundary line referred to in article 2 shall be:

(a) Except in the vicinity of Al-'Arabiyah and Farsi, the said line is determined by straight lines between the following points whose latitude and longitude are specified herein below:

Point	*North Latitude*	*East Longitude*
1	27° 10.0′	50° 54.0′
2	27° 18 5′	50° 45.5′
3	27° 26.5′	50° 37.0′
4	27° 56.5′	50° 17.5′
5	28° 08.5′	50° 06.5′
6	28° 17.6′	49° 56.2′
7	28° 21.0′	49° 50.9′
8	28° 24.7′	49° 47.8′
9	28° 24.4′	49° 47.4′
10	28° 27.9′	49° 42.0′
11	28° 34.8′	49° 39.7′
12	28° 37.2′	49° 36.2′
13	28° 40.9′	49° 33.5′
14	28° 41.3′	49° 34.3′

(b) In the vicinity of Al-Arabiyah and Farsi, a line laid down as follows:

At the point where the line described in paragraph *(a)* intersects the limit of the belt of territorial sea around Farsi, the boundary shall follow the limit of that belt on the side facing Saudi Arabia until it meets the boundary line set forth in article 1 which divides the territorial seas of Farsi and Al-'Arabiyah; thence it shall follow that line easterly until it meets the limit of the belt of territorial sea around Al-'Arabiyah; thence it shall follow the limit of that belt on the side facing Iran until it intersects again the line described in paragraph *(a)*.

The map prepared by the A. M. Service Corps of Engineers U.S. Army compiled in 1966 was used and shall be used as the basis for the measurement of the co-ordinates described above and the boundary line is illustrated in a copy of the said map signed and attached hereto.

Article 4

Each Party agrees that no oil drilling operations shall be conducted by or under its authority, within a zone extending five hundred (500) meters in width in the submarine areas on its side of the boundary line described in article 3, said zone to be measured from said boundary.

. . .

(ii) EXCHANGES OF LETTERS

Ia

Your Excellency:

With reference to the offshore boundary agreement signed by us today (hereinafter referred to as "the Agreement") on behalf of our respective

Governments, I have the honour to propose the following technical arrangement to facilitate the determination of geographical locations offshore in the Marjan-Fereydoun area:

As soon as possible after the entry into force of the Agreement a joint technical committee of four members shall be established composed of two experts appointed by each Government. This committee shall be charged with establishing agreed positions defined by co-ordinates of latitude and longitude with reference to the map attached to the Agreement, for the following offshore at which tangible markers of various kinds already exist:

On the Iranian Side:

1. The well site known as Fereydoun 3
2. The well site known as Fereydoun 2

On the Saudi Arabian Side:

3. The well site known as Fereydoun 7, or in case there shall be no tangible markers therein, the well site known as Marjan 1. It is understood that whenever a new well is drilled on the Saudi Arabian side with tangible markers on it and conveniently close to the boundary line, such a well shall also be included in the reference points, thus making the number of the reference points four all together.

The positions for these points fixed by the committee shall be regarded as accepted by both Governments if neither Government objects within one month after the committee has presented its reports, which reports shall be submitted to both Governments on the same date.

Thereafter, for all purposes arising under the Agreement positions for oil operations in the Marjan-Fereydoun area carried on under the authority of either Government shall be established by reference to these points in accordance with standard survey techniques.

If the foregoing proposal is acceptable to Your Excellency, this letter and your reply to that effect shall constitute an agreement between our respective Governments, effective on the date on which the Agreement comes into force.

With assurance of my high esteem.

Teheran on 2nd Sha'ban 1388 corresponding to 2nd Aban 1347 and 24th October 1968.

For the Royal Government of Saudi Arabia:

Ahmed ZAKI YAMANI
Minister of Petroleum
and Mineral Resources

His Excellency Dr. Manoochehr Eghbal
Chairman of the Board and General Managing
Director of the National Iranian Oil Company
and Representative of the Imperial Government of Iran

IIa

Your Excellency:

I have the honour to inform Your Excellency that I have received Your Excellency's letter of the following text:

[See letter Ia]

I have the pleasure to convey to Your Excellency my Government's approval of the contents of your letter, the text of which is hereabove stated, considering that the said letter and my reply thereto shall constitute an agreement between our respective Governments, effective on the date on which the Agreement comes into force.

With renewed assurance of my high esteem.

Teheran on 2nd Sha'ban 1388 corresponding to 2nd Aban 1347 and 24th October 1968.

For the Imperial Government of Iran:

Dr. Manoochehr EGHBAL
Chairman of the Board and General
Managing Director of the
National Iranian Oil Company

His Excellency Ahmed Zaki Yamani
Minister of Petroleum and Mineral Resources
Representative of the Royal Government
of Saudi Arabia

Ib

Your Excellency:

With reference to the offshore boundary agreement signed by us today on behalf of our respective Governments, I have the honour to propose, for the more effective implementation of this Agreement (hereinafter referred to as "the Agreement") the following understandings:

(a) The oil drilling operations which are prohibited by article 4 of the Agreement within the zone therein described (hereinafter referred to as "the Prohibited Area") shall include exploitation carried out directly from the Prohibited Area and shall also extend to all drilling operations which could be carried out within the Prohibited Area from installations which are themselves located outside it.

The term "oil drilling operations" as used in article 4 of the Agreement shall mean drilling operations for oil and/or gas.

Our two Governments shall ensure that the wells drilled in the immediate vicinity of the Prohibited Area shall be vertical wells, however, when a deviation is technically inevitable at a reasonable cost, such a deviation shall not be deemed as encroachment on the Agreement, provided that the

deviation is within the minimum range of good drilling practice and further provided that the party concerned does not contemplate, by such deviation, the violation of the provisions set forth in the Agreement and this letter.

Should our two Governments mutually agree that gas injection and/or drilling an observation well is technically beneficial and advisable for the Marjan-Fereydoun reservoir, our two Governments shall agree on the location, the conducting of drilling the wells and their operations in the Prohibited Area for the sole purpose specified in this paragraph, provided that the wells to be drilled shall be conducted by each Government, directly or through its authorized agent, on its respective side of the Prohibited Area under the terms and conditions to be agreed upon by our two Governments.

(b) Our two Governments shall, directly or through authorized agents, exchange with each other all obtained directional survey information during the course of drilling operations carried out as from the effective date of the Agreement within two kilometers of the boundary line. This exchange shall be made on a reciprocal and continuous basis.

(c) Each Government shall ensure that the companies operating under its respective authority shall not carry out operations that may, for technical inconsistency with the conservation rules according to sound oil industry practice, be considered harmful to the oil and gas reservoir in the Marjan-Fereydoun area.

This letter and Your Excellency's reply thereto shall constitute an agreement between our respective Governments, to become effective on the date on which the Agreement enters into force.

With renewed assurance of my high esteem.

Teheran on 2nd Sha'ban 1388 corresponding to 2nd Aban 1347 and 24th October 1968.

For the Royal Government of Saudi Arabia:

Ahmed ZAKI YAMANI
Minister of Petroleum
and Mineral Resources

His Excellency Dr. Manoochehr Eghbal
Chairman of the Board and General Managing
Director of the National Iranian Oil Company
and Representative of the Imperial Government of Iran

IIb

Your Excellency:

I have the honour to inform Your Excellency that I have received Your Excellency's letter of the following text:

[See letter IIa]

I have the pleasure to convey to Your Excellency my Government's approval of the contents of your letter, the text of which is hereabove stated, considering that the said letter and my reply thereto shall constitute an agreement between our respective Governments, effective on the date on which the Agreement comes into force.

With renewed assurance of my high esteem.

Teheran on 2nd Sha'ban 1388 corresponding to 2nd Aban 1347 and 24th October 1968.

For the Imperial Government of Iran:

Manoochehr EGHBAL
Chairman of the Board and
General Managing Director of the
National Iranian Oil Company

His Excellency Shaikh Ahmed Zaki Yamani
Minister of Petroleum and Mineral Resources
and Representative of the Royal Government
of Saudi Arabia

2. TREATY BETWEEN THE FEDERAL REPUBLIC OF GERMANY AND THE REPUBLIC OF LIBERIA ON THE USE OF LIBERIAN WATERS AND PORTS BY THE NUCLEAR SHIP "OTTO HAHN", DONE AT BONN ON 27 MAY 1970[1]

The Republic of Liberia and the Federal Republic of Germany,

Desiring to promote and having a mutual interest in the peaceful uses of nuclear energy, including its application to the merchant marine,

Have agreed as follows:

Article 1

(1) Each entry of N.S. "Otto Hahn" (hereinafter designated as the "Ship") at present operated by the "Gesellschaft für Kernenergieverwertung in Schiffbau und Schiffahrt mbH, Hamburg", into waters extending to a distance of 24 nautical miles from the base line of the coast of the Republic of Liberia (hereinafter designated as "Liberian waters") and into Liberian ports, and the use thereof shall be subject to the prior approval in writing of the Government of the Republic of Liberia.

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[1] BGBl 1971 II, p. 953, English text, which is authentic, provided by the Permanent Representative of the Federal Republic of Germany to the United Nations in a note verbale dated 4 March 1975.

The Federal Republic of Germany has concluded additional treaties concerning navigation by nuclear ships with the Netherlands, on 28 October 1968 (BGBl 1969 II, p. 1121); Portugal, on 29 January 1971 (BGBl 1972 II, p. 57); Argentina, on 21 March 1972 (BGBl 1972 II, p. 68); Brazil, on 7 June 1972 (BGBl 1974 II, p. 685).

(2) The Government of the Federal Republic of Germany shall notify the Government of the Republic of Liberia of any change of the operator of the Ship.

Article 2

Unless this Treaty expressly provides otherwise, the visits of the Ship to Liberian waters and ports shall be governed by the principles and procedures set forth in Chapter VIII of the Safety of Life at Sea International Convention of 1960 and in Annex C to the Final Act of the Safety of Life at Sea International Conference of 1960.

Article 3

The Government of the Republic of Liberia shall upon request of the operator determine the Liberian waters and the port or ports to be visited. It shall further designate the Authorities responsible for the acceptance arrangements, the stay and the special control under Regulation 11 of Chapter VIII of the Safety of Life at Sea Convention.

Article 4

(1) To enable the Government of the Republic of Liberia to consider the grant of approval for entry and use of Liberian waters and ports by the Ship, the operator of the Ship shall submit a Safety Assessment as required by Regulation 7 of Chapter VIII of the Safety of Life at Sea Convention and by the Recommendations contained in Annex C to the Final Act of the Safety of Life at Sea International Conference of 1960.

(2) As soon as practicable after receipt of the Safety Assessment and of the operator's request as mentioned in Article 3, the Government of the Republic of Liberia shall notify the Government of the Federal Republic of Germany of those Liberian waters and ports which the Ship may enter and use in accordance with this Treaty and on such further conditions as may be agreed.

Article 5

(1) The Government of the Republic of Liberia shall make arrangements with the appropriate local Authorities for the use of Liberian waters and ports by the Ship.

(2) Control of public access to the Ship shall be the responsibility of the Master of the Ship. Special regulations relating to such control shall be issued by the Master. They shall be subject to the approval of the appropriate Liberian Authorities.

(3) The Master of the Ship shall comply with local regulations as far as these regulations are not contrary to the Safety Assessment and the Operating Manual instructions for the reactor. The Master shall further comply with the instructions given by local Authorities in as far as these instructions, in his opinion, do not jeopardize the safety of the reactor. Should he be unable to comply, the Master shall immediately notify the designated governmental

Authorities of the Republic of Liberia. Such Authority may then prohibit the further use of Liberian waters and ports by the Ship.

(4) The Master of the Ship shall immediately notify the local Authorities of any event which may prolong the agreed stay of the Ship in the port.

Article 6

While the Ship is within Liberian waters and ports, the designated Liberian Authorities shall have normal access to the Ship. They shall further have access to its operating records and to the Operating Manual instructions for the reactor in order to determine whether the Ship has been operated and is being operated in accordance with the Operating Manual, as well as for the purpose of the special control required by Regulation 11 of Chapter VIII of the Safety of Life at Sea Convention.

Article 7

Unless the appropriate Liberian Authorities have expressly given their prior approval to a release of radioactive products or waste, there shall be no release of any radioactive products or waste from the Ship during its stay in Liberian waters or ports.

Article 8

(1) Unless the appropriate Liberian Authorities have expressly given their prior approval, there shall be no maintenance, repair and servicing of the Ship's nuclear installation in Liberian waters; however, normal crew maintenance is excepted.

(2) The use of contractors for maintenance, repair and servicing of the nuclear installation in Liberian waters or ports shall be restricted to those contractors having the specific approval of the appropriate Liberian Authorities for the rendering of such services.

(3) The appropriate Liberian Authorities must be notified of each such maintenance, repair and servicing of the nuclear installation to be carried out in Liberian waters or ports. Repairs which will prolong the agreed stay of the Ship in the port or which will affect the capability of the Ship to sail under its own steam shall only be carried out with the agreement of the appropriate Liberian Authorities.

(4) Such approval as mentioned in this article shall not create any liability on the part of the Liberian Government.

Article 9

An immediate report, such as is required by Chapter VIII, Regulation 12, of the Safety of Life at Sea Convention, shall be made to the designated Liberian Authorities by the Master of the Ship in the event of any accident or the existence of any condition likely to lead to an environmental hazard while the Ship is in or is approaching Liberian waters or ports.

Article 10

(1) If, in the opinion of the designated Liberian Authorities, there is an immediate environmental hazard while the Ship is in or is approaching Liberian waters or ports, the Master of the Ship shall comply with the instructions of these Authorities.

(2) If, for reasons of safety, he is unable to comply with the instructions of these Authorities, he shall immediately notify the designated governmental Authority of the Republic of Liberia. Such Authority may then prohibit the further use of Liberian waters and ports by the Ship.

Article 11

If the Ship strands, runs aground or sinks in Liberian waters and ports the competent Authorities of the Federal Republic of Germany shall, after consultation and with the assistance of the competent Liberian Authorities, take all necessary measures to prevent any possible risk of nuclear damage.

Article 12[1]

The terms "nuclear damage", "nuclear incident", "nuclear fuel" and "radioactive products or waste" as used in Articles 13-20 of this Treaty shall have the same meaning as in the Convention on the Liability of Operators of Nuclear Ships opened for signature in Brussels on May 25, 1962, hereinafter referred to as "the Convention".

Article 13

Liability for nuclear damage caused by a nuclear incident involving the nuclear fuel of, or radioactive products or waste produced in, the Ship shall be governed by Article II, para. 1 of Article III, Article IV, Article VIII and paras. 1 and 2 of Article X of the Convention as well as by the following Articles of this Treaty, provided, however, that the liability mentioned in para. 1 of Article III of the Convention shall be limited to DM 400 million (four hundred million).

Article 14

(1) Rights of compensation under Article 13 of this Treaty shall be extinguished if an action is not brought within ten years from the date of the nuclear incident.

(2) Where nuclear damage is caused by nuclear fuel, radioactive products or waste which were stolen, lost, jettisoned, or abandoned, the period established in para. 1 shall also be computed from the date of the nuclear incident causing the nuclear damage, but the period shall in no case exceed a period of twenty years from the date of the theft, loss, jettison or abandonment.

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[1] The definitions referred to in this Article are reproduced after the text of this Convention.

(3) If the period established in para. (1) and the period established in para. (2) have not been exceeded the rights of compensation under Article 13 of this Treaty shall be subject to a prescription period of three years from the date on which the person who claims to have suffered a nuclear damage had knowledge or ought reasonably to have had knowledge of the damage and of the person liable for the damage.

Article 15

In each case of nuclear damage caused by the Ship the Liberian Government and the Government of the Federal Republic of Germany shall immediately initiate negotiations with a view to reaching a satisfactory settlement of the claim between the parties.

Article 16

(1) The Federal Republic of Germany shall ensure the payment of claims for compensation for nuclear damage established under this Treaty against the operator of the Ship by providing the necessary funds up to a maximum amount of DM 400 million (four hundred million). Funds shall be provided only to the extent that the yield of the insurance or other financial security is inadequate to satisfy such claims.

(2) The Government of the Federal Republic of Germany shall, upon request of the Liberian Government, make the amount available three months after the judgement against the operator has become final.

Article 17

The provisions of national legislation or international conventions on the limitation of shipowners' liability shall not apply to claims established under Article 13 of this Treaty.

Article 18

(1) Any definite judgement passed by Liberian courts on a nuclear incident caused by the Ship shall be recognized in the Federal Republic of Germany if, under para. 1 of Article X of the Convention, jurisdiction lies with the Liberian courts.

(2) Recognition of a judgement may be refused only if

(a) The judgement was obtained by fraud;

(b) A legal proceeding between the same parties and on account of the same subject matter is pending before a court in the Federal Republic of Germany and if application was first made to this court;

(c) The judgement is contrary to a definite decision passed by a court in the Federal Republic of Germany on the subject matter between the same parties;

(d) The operator of the Ship did not enter an appearance in the proceeding and if the document instituting the proceeding was served on him not effectively according to the laws of the Republic of Liberia, or not on him personally in the Republic of Liberia or not by granting him German

legal assistance or not in due time for the operator of the Ship to defend himself, or if the operator can prove that he was unable to defend himself because, without any fault on his part, he did not receive the document for the institution of the legal proceeding or received it too late.

(3) In no event will the merits of any case be subject to review.

Article 19

Any judgement passed by Liberian courts, which are recognized according to Article 18 of this Treaty and which are enforceable under Liberian law, shall be enforceable in the Federal Republic of Germany as soon as the formalities required by the law of the Federal Republic of Germany have been complied with.

Article 20

Articles 13-19 of this Treaty shall apply to nuclear damage occurring within Liberian territory or Liberian waters, if the nuclear incident has occurred

(a) Within Liberian territory or Liberian waters; or

(b) Outside Liberian territory or Liberian waters during a passage to or from a Liberian port or to or from Liberian waters.

Article 21

If a multilateral international agreement or national legislation of one of the Contracting Parties becomes effective, concerning any matters governed by this Treaty, the Contracting Parties shall, in due course, initiate negotiations for a revision of this Treaty.

Article 22

(1) Disputes concerning the interpretation or application of this Treaty shall, if possible, be settled by the Governments of the two Contracting Parties.

(2) If a dispute cannot thus be settled it shall upon the request of either Contracting Party be submitted to an arbitral tribunal.

(3) Such arbitral tribunal shall be constituted in each individual case as follows: each Contracting Party shall appoint one member, and these two members shall agree upon a national of a third State as their chairman to be appointed by the Governments of the two Contracting Parties. Such members shall be appointed within two months, and such chairman within three months, from the date on which either Contracting Party has informed the other Contracting Party of its desire to submit the dispute to an arbitral tribunal.

(4) If the periods specified in paragraph 3 have not been observed, either Contracting Party may, in the absence of any other relevant arrangement, invite the President of the International Court of Justice to make the necessary appointments. If the President is a national of either Contracting

Party, if he is otherwise prevented from discharging the said function or if he is not accepted by one of the parties, the Vice-President should make the necessary appointments. If the Vice-President is a national of either Contracting Party, and if he, too, is prevented from discharging the said function or if he is not accepted by one of the parties, the Member of the International Court of Justice next in seniority who is not a national of either Contracting Party shall make the necessary appointments.

(5) The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding. Each Contracting Party shall bear the cost of its own member and of its representatives in the arbitral proceeding; the cost of the chairman and the remaining costs shall be borne in equal parts by both Contracting Parties. The arbitral tribunal may make a different regulation concerning costs. In all other respects, the arbitral tribunal shall determine its own procedure.

Article 23

The provisions of this Treaty shall not prejudice the rights, claims and legal views of the Contracting Parties with regard to the limits of the territorial sea and with regard to their jurisdiction on the high sea.

Article 24

This Treaty shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the Republic of Liberia within three months from the date of entry into force of this Treaty.

Article 25

(1) The present Treaty is subject to ratification; the instruments of ratification shall be exchanged as soon as possible in Monrovia.

(2) The present Treaty shall enter into force on the date of exchange of the instruments of ratification.

Article 26

This Treaty may be denounced subject to six months notice.

DONE at Bonn on 27 May 1970 in duplicate in the English and German languages, both texts being equally authentic.

DEFINITIONS[1]

Article I

For the purposes of this Convention,

1.–4. ...

5. "Nuclear fuel" means any material which is capable of producing energy by a self-sustaining process of nuclear fission and which is used or intended for use in a nuclear ship.

6. "Radioactive products or waste" means any material, including nuclear fuel, made radioactive by neutron irradiation incidental to the utilization of nuclear fuel in a nuclear ship.

7. "Nuclear damage" means loss of life or personal injury and loss or damage to property which arises out of or results from the radioactive properties or a combination of radioactive properties with toxic, explosive or other hazardous properties of nuclear fuel or of radioactive products or waste; any other loss, damage or expense so arising or resulting shall be included only if and to the extent that the applicable national law so provides.

8. "Nuclear incident" means any occurrence or series of occurrences having the same origin which causes nuclear damage.

9.–12. ...

Article II

(1) The operator of a nuclear ship shall be absolutely liable for any nuclear damage upon proof that such damage has been caused by a nuclear incident involving the nuclear fuel of, or radioactive products or waste produced in, such ship.

(2) Except as otherwise provided in this Convention no person other than the operator shall be liable for such nuclear damage.

(3) Nuclear damage suffered by the nuclear ship itself, its equipment, fuel or stores shall not be covered by the operator's liability as defined in this Convention.

(4) The operator shall not be liable with respect to nuclear incidents occurring before the nuclear fuel has been taken in charge by him or after the nuclear fuel or radioactive products or waste have been taken in charge by another person duly authorized by law and liable for any nuclear damage that may be caused by them.

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[1] *Supra* Articles 12, 13-20. Convention on the Liability of Operators of Nuclear Ships opened for signature in Brussels on May 25, 1962 (Article I, paras. 5, 6, 7, 8; Article II; Article III, para. 1; Article IV; Article VIII, Article X, paras. I and 2). For text see: Conference Diplomatique de Droit Maritime, Onzième Session (2e phase), Bruxelles 1962 (Ad. Goemaere, Brussels, 1963), pp. 707-33. See also International Conventions on Civil Liability for Nuclear Damage, IAEA Legal Series No. 4 (Vienna, 1966) pp. 36-46).

(5) If the operator proves that the nuclear damage resulted wholly or partially from an act or omission done with intent to cause damage by the individual who suffered the damage, the competent courts may exonerate the operator wholly or partially from his liability to such individual.

(6) Notwithstanding the provisions of paragraph 1 of this Article, the operator shall have a right of recourse:

(a) If the nuclear incident results from a personal act or omission done with intent to cause damage in which event recourse shall lie against the individual who has acted, or omitted to act, with such intent;

(b) If the nuclear incident occurred as a consequence of any wreckraising operation, against the person or persons who carried out such operation without the authority of the operator or of the State having licensed the sunken ship or of the State in whose waters the wreck is situated;

(c) If recourse is expressly provided for by contract.

Article III, paragraph 1

(1) The liability of the operator as regards one nuclear ship shall be limited to 1,500 million francs in respect of any one nuclear incident, notwithstanding that the nuclear incident may have resulted from any fault or privity of that operator, such limit shall include neither any interest nor costs awarded by a court in actions for compensation under this Convention.

(2)–(4) . . .

Article IV

Whenever both nuclear damage and damage other than nuclear damage have been caused by a nuclear incident and one or more other occurrences and the nuclear damage and such other damage are not reasonably separable, the entire damage shall, for the purposes of this Convention, be deemed to be the nuclear damage exclusively caused by the nuclear incident. However, where damage is caused jointly by a nuclear incident covered by this Convention and by an emission of ionizing radiation or by an emission of ionizing radiation in combination with the toxic, explosive or other hazardous properties of the source of radiation not covered by it, nothing in this Convention shall limit or otherwise affect the liability, either as regards the victims or by way of recourse or contribution, of any person who may be held liable in connection with the emission of ionizing radiation or by the toxic, explosive or other hazardous properties of the source of radiation not covered by this Convention.

Article VIII

No liability under this Convention shall attach to an operator in respect to nuclear damage caused by a nuclear incident directly due to an act of war, hostilities, civil war or insurrection.

Article X

(1) Any action for compensation shall be brought, at the option of the claimant, either before the courts of the licensing State or before the courts of the Contracting State or States in whose territory nuclear damage has been sustained.

(2) If the licensing State has been or might be called upon to ensure the payment of claims for compensation in accordance with paragraph 2 of Article III of this Convention, it may intervene as party in any proceedings brought against the operator.

(3) . . .

3. TREATY TO RESOLVE PENDING BOUNDARY DIFFERENCES AND MAINTAIN THE RIO GRANDE AND COLORADO RIVER AS THE INTERNATIONAL BOUNDARY BETWEEN THE UNITED MEXICAN STATES AND THE UNITED STATES OF AMERICA, DONE AT MEXICO CITY ON 23 NOVEMBER 1970[1]

The United Mexican States and the United States of America,

Animated by a spirit of close friendship and mutual respect and desiring to:

Resolve all pending boundary differences between the two countries,

. . .

And finally, considering that it is in the interest of both countries to delimit clearly their maritime boundaries in the Gulf of Mexico and in the Pacific Ocean,

Have resolved to conclude this Treaty concerning their fluvial and maritime boundaries and for such purpose have named their plenipotentiaries:

. . .

Who, . . . have agreed as follows:

. . .

Article V

The Contracting States agree to establish and recognize their maritime boundaries in the Gulf of Mexico and in the Pacific Ocean in accordance with the following provisions:

A. The international maritime boundary in the Gulf of Mexico shall begin at the centre of the mouth of the Rio Grande, wherever it may be located; from there it shall run in a straight line to a fixed point, at 25° 57' 22.18" North latitude, and 97° 8' 19.76" West longitude, situated approximately 2,000 feet seaward from the coast; from this fixed point the maritime boundary shall continue seaward in a straight line the delineation of

[1] United Nations, *Treaty Series*, vol. 830, No. 11873. Came into force on 18 April 1972 by the exchange of the instruments of ratification in accordance with article IX.

which represents a practical simplification of the line drawn in accordance with the principle of equidistance established in articles 12 and 24 of the Geneva Convention on the Territorial Sea and the Contiguous Zone.[1] This line shall extend into the Gulf of Mexico to a distance of 12 nautical miles from the baseline used for its delineation. The international maritime boundary in the Gulf of Mexico shall be recognized in accordance with the map entitled International Maritime Boundary in the Gulf of Mexico, which the Commission shall prepare in conformity with the foregoing description and which, once approved by the Governments, shall be annexed to and form a part of this Treaty.[2]

B. The international maritime boundary in the Pacific Ocean shall begin at the westernmost point of the mainland boundary; from there it shall run seaward on a line the delineation of which represents a practical simplification, through a series of straight lines, of the line drawn in accordance with the principle of equidistance established in articles 12 and 24 of the Geneva Convention on the Territorial Sea and the Contiguous Zone. This line shall extend seaward to a distance of 12 nautical miles from the baselines used for its delineation along the coast of the mainland and the islands of the Contracting States. The international maritime boundary in the Pacific Ocean shall be recognized in accordance with the map entitled International Maritime Boundary in the Pacific Ocean, which the Commission shall prepare in conformity with the foregoing description and which, once approved by the Governments, shall be annexed to and form a part of this Treaty.

C. These maritime boundaries, as they are shown in maps of the Commission entitled International Maritime Boundary in the Gulf of Mexico and International Maritime Boundary in the Pacific Ocean, shall be recognized as of the date on which this Treaty enters into force. They shall permanently represent the maritime boundaries between the two Contracting States; on the north side of these boundaries Mexico shall not, and on the south side of them the United States shall not, for any purpose claim or exercise sovereignty, sovereign rights or jurisdiction over the waters, air space, or sea-bed and subsoil. Once recognized, these new boundaries shall supersede the provisional maritime boundaries referred to in the Commission's Minute No. 229.

D. The establishment of these new maritime boundaries shall not affect or prejudice in any manner the positions of either of the Contracting States with respect to the extent of internal waters, of the territorial sea, or of sovereign rights or jurisdiction for any other purpose.

E. The Commission shall recommend the means of physically marking the maritime boundaries and of the division of work for construction and maintenance of the markers. When such recommendations have been approved by the two Governments the Commission shall construct and maintain the markers, the cost of which shall be equally divided between the Contracting States.

. . .

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[1] United Nations, *Treaty Series*, vol. 516, p. 205. Also ST/LEG/SER.B/15, pp. 721-728.

[2] The map is not reproduced in this volume.

4. AGREEMENT BETWEEN FINLAND AND SWEDEN, CONCERNING FRONTIER RIVERS, SIGNED AT STOCKHOLM ON 16 SEPTEMBER 1971[1]

With a view to ensuring that frontier watercourses are used in the manner most in keeping with the interests of the two States and their frontier areas, the Government of Finland and the Government of Sweden have concluded the following Agreement regulating certain matters relating to water rights and fishing rights in connexion with the said watercourses.

Chapter 1. General provisions

Article 1

The Agreement shall be applicable to the following waters:

The Rivers Könkämä and Muonio and the portion of the River Torne and the lakes through which the State frontier between Finland and Sweden runs *(frontier rivers);*

The special effluents formed by the various branches at the mouth of the River Torne;

The part of the Gulf of Bothnia lying between the Finnish and Swedish parishes of Lower Torne.

The provisions of the Agreement relating to fishing shall be applicable within a special area, as indicated in chapter 5, article 1.

Article 2

The Agreement shall cover:

Measures that involve hydraulic construction works within the meaning of chapter 3 or water regulation within the meaning of chapter 4 or that may cause pollution within the meaning of chapter 6, where such measures are carried out in frontier rivers;

Measures of the same nature which are carried out within the area of application defined above in article 1, first paragraph, in either State and may produce effects in the other State;

Fishing in the special area defined in chapter 5, article 1.

. . .

Article 3

In the light of the considerations set out in detail in this Agreement, the waters covered by the Agreement shall be used in such a manner that both countries derive benefit from the frontier watercourses and that the interests of the frontier areas are promoted as effectively as possible. Particular importance shall be accorded to the interests of nature conservancy; the greatest possible attention shall be given to the preservation of fish stocks and the prevention of water pollution.

. . .

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[1] Entered into force on 1 January 1972 in accordance with chapter 10, article 3. United Nations, *Treaty Series*, vol. 825, No. I-11827.

Chapter 2. Frontier River Commission

Article 1

For purposes of the application of the Agreement, a permanent commission *(the Finnish-Swedish Frontier River Commission)* shall be established jointly by the two States.

Article 2

The Frontier River Commission shall have six members, of whom the Government of each State shall appoint three. Members shall be appointed for a fixed term. One member from each State shall be a legal expert with experience as a judge, and one shall be a technical expert; the third member shall be a person with an intimate knowledge of conditions in the frontier areas, being appointed in the case of Finland on the basis of a recommendation from the county administration of Lappland county and in the case of Sweden on the basis of a recommendation from the county administration of Norrbotten county.

The Governments of the two States shall alternately designate one of their members to serve as Chairman or Vice-Chairman of the Commission for a term of one year.

One or more alternates who meet the qualifications established for members shall be appointed for each member in accordance with the procedure applicable in the case of members.

Secretarial and other personnel required by the Commission shall be made available to it.

. . .

Chapter 3. Hydraulic construction works

. . .

Article 2

Hydraulic construction works shall be carried out in such a way that their purpose is achieved without unreasonable cost and with the least possible damage and inconvenience to other interests in either State. Due regard shall be given to proposed future projects that may be affected by the installation.

Article 3

Where any person would suffer damage or inconvenience as a result of hydraulic construction works, the works shall be carried out only if they can be shown to bring public or private benefit that substantially outweighs the inconvenience.

Where the construction would result in a substantial deterioration in the living conditions of the population or cause a permanent change in natural conditions such as might entail substantially diminished comfort for people living in the vicinity or a significant nature conservancy loss or where significant public interests would be otherwise prejudiced, the construction

shall be permitted only if it is of particular importance for the economy or for the locality or from some other public standpoint.

Compensation pursuant to chapter 7 shall be paid in respect of any damage or inconvenience.

Article 4

In deciding whether projected construction is to be carried out, conditions in both States shall be given equal weight.

. . .

Article 7

Where hydraulic construction works are such that they may have a harmful effect on fishing, the person carrying out the construction shall take or pay for such measures as are reasonably called for in order to protect the fish stock or maintain fishing of an equal standard.

. . .

Article 9

In carrying out hydraulic construction works, care shall be taken to ensure that, apart from occasional, temporary turbidity, no pollution occurs that causes any significant inconvenience.

. . .

Chapter 5. Fishing

Article 1

The following provisions shall be applicable to fishing within the area formed by the frontier rivers with their branches and effluents and the parts of the Gulf of Bothnia lying between the Finnish and Swedish parishes of Lower Torne north of latitude 65° 35′ N. *(fishery zone of the River Torne).*

The part of the fishery zone of the River Torne lying north of the mouth of the river defined as a straight line between the tip of Hellälä north point on the Finnish side and the tip of Virtakari point, the nearest site on the opposite Swedish side, shall be called the river zone; the part lying south of that line shall be called the sea zone. The effluents of the River Torne shall be part of the river zone.

. . .

Article 3

Within the sea zone there shall, in addition to fish channels, established in conformity with the law of each State, be reserve zones. These shall consist of the waters to a distance of 200 metres on each side of the following straight lines:

(a) From Kraaselikari in front of the river mouth bearing 196° to a point 65° 45.85′ N., 24° 06.45′ E., thence to 65° 44.0′ N., 25° 10.0′ E., thence to 65° 40.55′ N., 24° 11.95′ E., thence between Sarvenkataja and Linnanklupu bearing 193°;

(b) From the point of intersection of the line running from Kraaselikari as indicated in *(a)* and latitude line 65° 46.0′ N. to 65° 46.05′ N., 25° 02.75′ E., thence bearing 213.5° to 65° 44.0′ N., 23° 59.50′ E., thence to 65° 42.0′ N., 24° 01.70′ E., thence to 65° 36.0′ N., 23° 59.25′ E., thence bearing 160°;

(c) From 65° 44.0′ N., 23° 59.50′ E. along the 213.5° bearing line referred to in *(b)* to 65° 39.0′ N., 23° 51.50′ E., thence to 65° 38.0′ N., 23° 50.65′ E., thence bearing 171°;

(d) From the point of intersection of the bearing line referred to in *(b)* and latitude line 65° 44.60′ N. to 65° 44.50′ N., 23° 50.30′ E., thence to 65° 43.60′ N., 23° 48.50′ E., thence to 65° 42.80′ N., 23° 48.70′ E., thence to 65° 41.40′ N., 23° 46.85′ E., thence bearing 200°;

(e) From the 65° 44.0′ N., 24° 10.0′ E. deflection point referred to in *(a)* to 65° 43.95′ N., 24° 14.15′ E., thence to west of Vähä Huituri and Iso Huituri bearing 160°;

(f) From the 65° 43.95′ N., 24° 14.15′ E. deflection point referred to in *(e)* to 65° 43.80′ N., 24° 19.40′ E., thence to 65° 42.30′ N., 24° 22.85′ E., thence bearing 172°.

The co-ordinates refer to Swedish chart No. 417 (Haparanda), all editions 1960-1967.

The extent of the reserve zones is indicated on the chart annexed to the Declaration of 1 April 1967 amending the regulations accompanying the Declaration of 10 May 1927 by Sweden and Finland concerning the adoption of regulations for fishing in the fishery zone of the Torne (Tornio) River.

The county authorities in Norrbotten county and Lappland country shall be responsible for taking the necessary steps on their respective sides of the State frontier to mark out the position of the reserve zones in the water.

Fishing gear and other devices may not, save in the case of measures for which permission has been obtained in accordance with the provisions of this Agreement relating to hydraulic construction works, be set up or used in such a manner as might hinder fishing in the reserve zones or otherwise prevent fishing from proceeding there.

Article 4

All fishing with large bow-purse nets, bottom nets and *mocka* nets or other gear designed for catching salmon or sea trout shall be forbidden within the portion of the sea zone lying between the mouth of the river and a line drawn from the south shore of the mouth of the bay of Salmis through the southernmost points of the islands of Kraaseli and Tirro and the northwest point of Sell Islands up to the southwest point of Björk Island.

Fishing gear more than 200 metres in length may not be set up on either side of the strait between the islands of Stora Tervakari and Hamppuleiviskä.

Chapter 6. Protection against water pollution

Article 1

No solid or liquid wastes or other substances may be discharged into waters, to a greater extent than is permitted under this Agreement where such discharge results in harmful aggradation, a harmful change in the nature of the water, damage to fish stocks, diminished comfort for the population or endangerment of their health or other such damage or inconvenience to public or private interests.

Article 2

The applicable provisions shall be, in addition to those of this chapter, the provisions of the legislation concerning health, construction and nature conservancy of the State in which the discharge occurs or is to occur and the provisions of that State's special protective legislation against specific types of water pollution.

. . .

Chapter 7. Compensation

Article 1

Any person who is granted the right under this Agreement to use property belonging to a third party, to use water power belonging to a third party or to take measures which otherwise cause damage or inconvenience to property belonging to a third party shall be liable to pay compensation for the property used or for the loss, damage or inconvenience caused.

Save as otherwise provided, compensation shall be fixed at the same time that permission is granted for the measure in question.

Article 2

The Frontier River Commission may also take decisions otherwise than in connexion with applications for permission on questions of compensation arising from measures falling within the scope of this Agreement.

Compensation for damage and inconvenience resulting from the measures referred to in chapter 3, article 21, shall, in the absence of agreement, be fixed by the Frontier River Commission

Article 3

Save as otherwise provided in this Agreement, the law of the State in which the property used is situated or in which loss, damage or inconvenience otherwise occurs shall apply in respect of the grounds for compensation, the right of the owner of property used or damaged to demand payment and the manner and time of payment of compensation.

. . .

Chapter 10. Final provisions

Article 1

Any dispute between the two States concerning the interpretation and application of this Agreement shall be settled in accordance with the Convention concluded between Finland and Sweden on 27 June 1924 concerning the establishment of a permanent Commission for investigation and conciliation.

Article 2

This Agreement, which has been drawn up in duplicate in the Swedish and Finnish languages, shall be ratified. The instruments of ratification shall be exchanged at Helsinki as soon as possible.

The Swedish and Finnish texts are equally authentic.

Article 3

The Agreement shall enter into force on 1 January 1972.

Article 4

Upon the entry into force of this Agreement, the following shall cease to have effect:

The Convention of 10 May 1927 between Finland and Sweden concerning the joint exploitation of the salmon fisheries in the Tornea and Muonio Rivers;

The Declaration of 8 September 1966 by Finland and Sweden concerning the application of the Convention of 10 May 1927 concerning the joint exploitation of the salmon fisheries in the Tornea and Muonio Rivers;

The Declaration of 10 May 1927 by Finland and Sweden concerning the adoption of regulation for fishing in the fishery zone of the Tornea River.

Article 5

If any installation or project referred to in this Agreement is built or carried out before the Agreement enters into force or is built or carried out subsequently pursuant to a decision of a court or other authority based on previously applicable provisions, the previously applicable provisions shall be applied in determining the legality of the installation or project and the associated rights and obligations. However, the provisions of this Agreement concerning review shall apply to the said installation or project.

Cases or other matters which, at the time of the entry into force of this Agreement, are pending in court or before any other authority and which affect questions covered by the Agreement shall be dealt with and decided in accordance with the previously applicable provisions.

The Kiviranta trap may be deployed and operated pursuant to the rules applicable heretofore for one year from the entry into force of the Agreement.

Article 6

The Agreement shall cease to have effect at the end of the year falling two years after denunciation of the Agreement by either State. Upon such denunciation, the States shall, in order to prevent injury to public interests and private rights, begin negotiations on the continued existence of installations extending across the State frontier which were built pursuant to the Agreement.

5. [AGREEMENT BETWEEN AUSTRALIA AND INDONESIA CONCERNING CERTAIN BOUNDARIES BETWEEN PAPUA NEW GUINEA AND INDONESIA, DONE AT CANBERRA ON 26 JANUARY 1973, Articles 7 and 8][1]

6. AGREEMENT BETWEEN DENMARK AND SWEDEN CONCERNING THE PROTECTION OF THE SOUND (ORESUND) FROM POLLUTION, SIGNED AT COPENHAGEN ON 5 APRIL 1974[2]

The Governments of Denmark and Sweden,

Believing that the Sound and the adjoining parts of the Baltic Sea and the Kattegat are of great importance *inter alia* to fisheries and recreational activities,

Having signed the Nordic Convention on the Protection of the Environment of 19 February 1974[3] and the Convention on the Protection of the Baltic Sea Environment of 22 March 1974,[4]

Believing that, in addition to the provisions of the aforesaid Conventions, there is a need for special measures effectively to protect the Sound from pollution and other influences that could endanger or impair its usefulness for the aforesaid purposes or otherwise damage its biological environment,

Have agreed as follows,

Article 1

For the purposes of this Agreement the term "the Sound" shall mean the area of water bounded in the north by a line drawn between Gilbierg Head and the Kullen, and in the south by a line drawn between Stevn lighthouse and Falsterbo Point.

Article 2

Effective measures shall be carried out in each country to reduce the pollution of the Sound caused by direct or indirect discharges. The scope of these measures shall be determined in the light of technological feasibility and

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[1] *Infra* Division II, Subdivision B, 7.

[2] Danish text transmitted by the Ministry of Foreign Affairs of Denmark in a note verbale of 20 December 1974. Translation by the Secretariat of the United Nations. Received for registration with the Secretariat on 10 February 1975.

[3] *Supra* Subdivision A, 4.

[4] *Infra* Division III, Subdivision A, 4.

having regard both to public and private interests. To this end the following minimum requirements shall apply to purification treatment until further notice:

1. *Discharge of municipal waste water*

Direct or indirect discharge into the Sound of waste water from built-up areas may take place only where the waste water has undergone more thorough treatment than mechanical treatment (sludge separation).

Discharge into water areas with bad water-renewal properties may take place only after biological or chemical treatment reducing the content of organic matter, measured by biochemical oxygen consumption, by at least 90 per cent and the phosphate content either by an average of 90 per cent or to the equivalent of an effluent concentration averaging 0.5 mg of total phosphorus per litre. In the event of any dispute arising between the countries as to which areas are covered by this paragraph, such dispute shall be referred to the Commission mentioned in article 6.

2. *Discharge of industrial waste water*

Effective measures shall be undertaken to eliminate or substantially reduce any form of pollution from industries with direct waste water discharges which may be detrimental to the Sound. Such measures shall be designed to achieve the same aims as are sought with respect to the discharge of municipal waste.

Industries connected with municipal waste water systems shall institute effective internal measures for the elimination or substantial reduction of the discharge of all kinds of pollutant that may be damaging to the treatment process or to the receiver.

In determining what demands can be made for such measures, account shall be taken of such guidelines concerning the content of various substances in the waste water and similar matters as may be proposed by the Commission mentioned in article 6.

3. *Other guidelines*

In addition to the measures specifically indicated above, for the treatment of waste water or other restrictions on the discharge of pollutants into the Sound, the following guidelines shall be followed for the protection of the Sound.

(a) Improved treatment measures shall, in principle, be designed to keep pace with the growth of the population and the rise in industrial production. An effort shall be made to reduce both domestic and industrial pollution.

(b) The discharge of agricultural waste shall be supervised and kept under control.

Article 3

Measures to meet the minimum requirements indicated in article 2 for the treatment of municipal and industrial waste water shall be instituted as soon as possible and shall be implemented within five years after the signing of this

Agreement. The continual increase in the discharge of pollutants into the Sound necessitates prompt action to deal with the question of further treatment measures. This question shall be taken up by the Commission mentioned in article 6. The Commission shall, in particular, consider the need for reduction of nutritive salts also upon discharge into the water areas of the Sound other than those referred to in article 2, item 1, second section, and propose the necessary preventive measures in that respect by the end of 1977 at the latest.

Article 4

In order to control the direct discharge of waste water into the Sound from densely built-up areas and industries, each country shall adopt appropriate measures to gauge the amounts of water discharged and to ensure the regular sampling of major pollutants contained therein. For the purpose of control over the introduction into the Sound of waste water from the larger watercourses, hydrological monitoring stations should be established in the lower parts of the watercourses and regular monitoring of water quality should be undertaken.

The effects of discharges of waste water on the water, bottom sediment and organisms in the Sound should be regularly investigated within the discharge areas. Hydrological, chemical and biological studies should be made to determine the pollution situation in the Sound as a whole and in adjoining water areas and may serve as a basis for determining the need for further measures to counteract the pollution of the Sound.

Article 5

The question of special measures to prevent discharges in connexion with ferry traffic between the two countries shall be taken up by the Commission mentioned in article 6 as soon as possible.

Article 6

A Danish-Swedish Commission shall be established to deal with co-operation concerning the protection of the Sound from pollution. The Commission shall consist of six members and their alternates, of which each Government shall designate three. One of the members of the Commission designated by each Government shall represent the municipalities concerned. Each country may also designate experts to participate in the work and meetings of the Commission.

The chairmanship of the Commission shall alternate between the countries each year. The secretariat functions of the Commission shall be undertaken by the country which holds the chairmanship. Each country shall defray its own expenses in connexion with the work of the Commission.

The Commission shall establish its own rules of procedure.

The Commission shall establish such committees as it deems necessary.

Article 7

The Commission shall have the following tasks:

(a) It shall actively follow the fulfilment by each country of the requirements connected with this Agreement.

(b) It shall examine the need for additions to or changes in the set of goals established in this agreement.

(c) It shall promote co-ordination of ongoing research and study projects of importance to the protection of the Sound and, where necessary, initiate further projects.

(d) It shall propose such other measures as may be conducive to the reduction of pollution in the Sound.

(e) At the request of the Government of one of the two countries it shall give an opinion on questions falling within its purview.

(f) It shall report regularly to the Governments of the two countries on its activities and otherwise report in an appropriate manner on the pollution situation in the Sound.

Article 8

Proposals made by the Commission in accordance with article 7, *(a)* to *(d)*, shall be submitted to the Governments of the two countries or to competent authorities in the two countries. The proposals shall, if necessary, be accompanied by information concerning the manner in which expenses connected with their implementation should, in the Commission's opinion, be apportioned between the two countries.

Article 9

The Protocol signed by the Parties on 27 February and 1 March 1960 concerning a long-term programme for studies in the Sound shall cease to have effect forthwith. The Commission shall take a decision concerning the transfer of the work tasks which were previously the responsibility of the Sound Water Committee established under the aforesaid Protocol.

Article 10

This Agreement shall be subject to ratification. The Agreement shall enter into force when the two Governments have notified one another, by an exchange of notes in Stockholm, that they have ratified it. After the Agreement has been in force for ten years, it may be terminated by either party by written notice to that effect to the other party.

The Agreement shall expire one year after notice of termination.