

FISHERIES

**Pacific Coast Albacore Tuna
Vessels and Port Privileges**

**Agreement amending the Annexes of
Treaty of May 26, 1981 Between the
UNITED STATES OF AMERICA
and CANADA, as Amended**

Effected by Exchange of Notes at
Washington June 12, 2009



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

CANADA

Fisheries: Pacific Coast Albacore Tuna Vessels and Port Privileges

*Agreement amending the annexes of treaty of May 26, 1981,
as amended.*

*Agreement effected by exchange of notes at Washington
June 12, 2009;*

Entered into force March 8, 2010.



Note No. UNEN0056

I have the honor to refer to the proposed amendments to Annexes A and C of the *Treaty between the Government of Canada and the Government of the United States of America on Pacific Coast Albacore Tuna Vessels and Port Privileges*, as developed between the Canadian and U.S. delegations in Long Beach, California on December 16, 2008, which follow in their entirety and which shall be substituted for the existing Annexes A and C:

ANNEX A

1.

- (a) Each Party agrees to provide annually to the other Party a list of its fishing vessels which propose to fish albacore tuna in the Exclusive Economic Zone (EEZ) of the other Party, which is defined in Article 1(b) of the Treaty. The list will include:
 - (i) vessel name,
 - (ii) home port,
 - (iii) radio call sign or vessel identification marking that identifies the flag state of the vessel ("Vessel Identification Marking"),
 - (iv) fishing vessel registration number,
 - (v) captain or operator's name, if known, and
 - (vi) vessel length. For Canada, the list of vessels shall be transmitted to the United States as of June 1. For the United States, a provisional list shall be provided by July 1 and may be revised during the fishing season.

- (b) With regard to the list of Canadian vessels, the list shall remain fixed for the entirety of the fishing season as defined in paragraph 2 of Annex C. No vessels may be added to or replaced on the list during the fishing season except pursuant to paragraph 1(c) below.
- (c) In the event of *force majeure* or other cause for an exceptional request by the captain or owner of a Canadian vessel on the list in 1(a) for replacement of a vessel within a season, an ad hoc review panel will be convened by the Government of Canada to review the request and determine whether the request is warranted. If the finding is positive, the basis for the finding and the information regarding the replacement vessel per paragraph 1(a) shall be transmitted to the Government of the United States prior to the vessel entering the EEZ of the United States. Any replacement vessel shall not exceed the length overall of the original vessel it is replacing by more than 10 feet. Any subsequent replacements of that first replacement vessel must be of the same size or shorter than the vessel being replaced.
- (d) As soon as possible after receipt of the list of proposed fishing vessels, and subject to paragraph 1(e) below, the receiving Party shall satisfy itself that the list received meets the criteria of paragraph 1(a) and shall so inform the other Party in order to enable the albacore fishery to proceed pursuant to this Treaty.
- (e) Should one Party object to the inclusion of a particular vessel on the list of the other Party, the two Parties shall consult. Such objection may be made on the basis that the vessel in question has been involved in serious or repeated fisheries violations or offenses. In the event of consultations, actions pursuant to paragraph 1(d), with regard to other vessels shall not be delayed. Following consultations, each Party shall notify its respective vessels that both Parties agree shall not be included on the list referred to in paragraph 1(d).

2. If required by either Party, each vessel shall, prior to entering and leaving the EEZ of such Party, so inform the appropriate authorities and provide the vessel name, radio call sign or Vessel Identification Marking, captain or operator's name and the purpose for being in such Party's EEZ.
3. When in the EEZ of the other Party, each vessel shall have its name and radio call sign or Vessel Identification Marking prominently displayed where they will be clearly visible both from the air and from a surface vessel.
4. Vessels of both Parties shall maintain accurate and complete records of catch, effort and other data on report forms provided by their respective governments while fishing pursuant to this Treaty. The Parties shall develop a real-time data reporting protocol to address the objective of achieving reporting of catches by the vessels of one Party fishing in the EEZ of the other Party. Any logbooks and related databases maintained by either Party shall be made available to the other Party regularly for verification purposes, subject to the Parties' respective rules on data confidentiality.
5. In order that better information may be obtained concerning the stocks of albacore tuna which migrate off the west coasts of the United States and Canada, each vessel engaged in fishing pursuant to this Treaty shall be required to provide to its government statistics and other scientific information on its operations in the EEZ of the other Party. Each Party shall provide to the other Party such information and in particular the amount (weight) and a sampling of biological data of albacore tuna caught by its vessels in the EEZ of the other Party. Such information shall be provided on an annual basis and at least 30 days prior to the annual consultations referred to in paragraph 6 of this Annex. Other specific information to be provided, as well as the forms and procedures for providing such information, shall be agreed upon by the Parties.
6. The Parties shall consult annually, *inter alia*, to:

- (a) discuss data and information on albacore tuna fisheries exchanged under paragraph 5 of this Annex; and
- (b) exchange information on their respective conservation and management measures for albacore tuna and on implementation of internationally agreed conservation and management measures applicable to the Parties related to fisheries covered under this Treaty.

The Parties shall also notify one another of the conservation and management laws and regulations applicable to vessels fishing in each other's EEZ pursuant to Article 1(b) of this Treaty."

ANNEX C

1. Each Party agrees to limit fishing by its respective vessels engaged in fishing for albacore tuna in the in the Exclusive Economic Zone (EEZ) of the other Party, which is defined in Article I(b) of the Treaty, in accordance with the limitation regime (the "Regime") below.
2. During the term of the Regime, a "fishing season" shall be defined as a period of fishing commencing on June 15 and ending on October 31. The regime shall begin on the first June 15 occurring after the date of entry into force of this Annex and expire on the first December 31 occurring after the third fishing season of the Regime.
3.
 - (a) 12 months prior to the conclusion of the Regime, the Parties shall consult with a view to negotiating an extension and/or revision of the Regime, as appropriate, for a period of one or more years.
 - (b) The Parties shall conduct the consultations and negotiations referred to in paragraph 3(a) in good faith, including with sufficient time and resources, with an objective to conclude a new reciprocal fishing regime, if in the national interests of both Parties, within the one year

period provided in paragraph 3(a). Criteria of national interest shall include, inter alia:

- (i) the health of the stock,
 - (ii) the extent of landings of fish in the ports of each Party pursuant to the Regime, and
 - (iii) the economic benefits realized by the economies of both Parties as a result of the Regime.
- (c) The Parties further agree that they may further extend the period of the Regime for an additional fishing season, by their mutual concurrence in writing, if that would improve the likelihood of concluding a new agreement extending and/or amending the existing Regime.
4. In each fishing season of the Regime, the Government of Canada shall limit fishing for albacore tuna by its vessels in the EEZ of the United States to 110 troll vessels. The Government of the United States shall limit fishing for albacore tuna by its vessels in the EEZ of Canada to a number of vessels reflective of historical levels.
5. If at any point during the term of this regime a Party receives a request for resolution of a matter related to the implementation of this Treaty with specific regard to the Regime, and notwithstanding the consultations contemplated in paragraphs one and two of Article VI of the Treaty, the Parties may establish through an exchange of letters setting out a mutually held understanding on the terms of reference for an ad hoc consultative group consisting of an equal number of experts knowledgeable about the Pacific albacore tuna fishing industry who will serve in their personal capacity for the purpose of examining questions of implementation referred by the Parties.
- (a) The Parties will set out any question or matter of difference between them involving the rights, obligations or interests of either in relation to the other or to the inhabitants of the other.

- (b) Each Party will be responsible for determining the manner in which the travel and other costs associated with the operations of the consultative group for the members of the group that they nominate will be provided, and for the respective shares.
- (c) Each Party will be responsible for determining the manner in which any jointly incurred expenses associated with the operations of the consultative group are funded.
- (d) Any report submitted by the group should represent a consensus of the members appointed, but in the absence of a consensus, two reports, one by a majority of the members and the other by a minority of the members, or a report each should the views of the group be equally divided, may be submitted to the Parties for their further consideration.

6.

- (a) Notwithstanding Article VIII, a Party may only terminate the Regime , by providing written notice to the other Party that:
 - (i) an international fisheries management organization with competence over highly migratory species such as the Inter-American Tropical Tuna Commission has adopted a fisheries conservation and management measure for North Pacific Albacore that requires one or both Parties to adopt a domestic management regime, structure or measure that may not be consistent with or may undermine the implementation of the Regime, or
 - (ii) as a result of domestic fisheries management requirements, regulation or laws, a Party must put in place measures for managing fisheries on albacore or associated species that may not be consistent with or may undermine the implementation of the Regime.

- (b) Upon notification, the Parties shall consult, taking into account the provisions of paragraph 3, to consider re-establishment of a reciprocal fishing regime. The Regime shall terminate on December 31 of the calendar year following that in which such notice was received by the other Party.

I have the further honor of referring to the proposed arrangement between our two Governments ("the Parties") on terms to apply during the period of the renewed reciprocal fishing regime expressed in paragraph 1 of proposed Annex C above with regard to coordinated bilateral actions on future albacore tuna fishing allocations:, which follows:

In the event that an international fisheries management organization such as the Inter-American Tropical Tuna Commission (IATTC) adopts measures for international management of North Pacific albacore using a national catch allocation system, the Parties agree that the portion of any national allocation received by Canada and the United States attributable to the catch taken in the EEZ of the other country shall be reallocated by each country to the country in whose EEZ that catch was taken, or shall otherwise implement the national allocations in a manner that ensures respective future fishing opportunities under international management reflect total catches in each country's EEZ.

The Parties agree and commit that this provision in respect of future allocations shall be implemented in a cooperative and constructive manner, in good faith, and the potential outcomes of the activities to be undertaken in implementing this provision should not serve as the basis for termination of a reciprocal fishing regime or the Treaty. The Parties further commit to work together with a view toward coordinating positions and objectives within international regional fisheries management organizations such as the IATTC in the development of conservation and management measures for North Pacific Albacore, in particular any such measures related to international or national allocations and the

manner and method of calculating such allocations.

If the above proposals are acceptable to the Government of the United States of America, I have the honor to propose that this Note, and your Excellency's affirmative Note in reply, which are equally authentic in the English and French versions, shall constitute an Agreement between our two Governments, which shall enter into force on the date of the second note that is part of a subsequent exchange of notes confirming the completion by each Party of all internal procedures necessary for its entry into force.

Washington, D.C.

June 12, 2009

Michael Huber



Note No. UNEN0056

J'ai l'honneur de me reporter aux amendements proposés aux annexes A et C du *Traité entre le gouvernement du Canada et le gouvernement des États-Unis d'Amérique concernant les thoniers (thon blanc) du Pacifique et leurs privilèges portuaires*, élaborés par les délégations canadienne et américaine à Long Beach, en Californie, le 16 décembre 2008, lesquels sont reproduits intégralement ci-après et remplacent les annexes A et C existantes:

«ANNEXE A

1.

- (a) Chaque Partie convient de fournir annuellement à l'autre Partie une liste de ses navires de pêche qui prévoient pêcher le thon blanc dans la zone économique exclusive (ZEE) de l'autre Partie, laquelle est définie à l'alinéa 1 b) du *Traité*. La liste indiquera:
- i) le nom de navire,
 - ii) le nom du port d'attache,
 - iii) l'indicatif radio ou la marque d'identification du navire qui identifie l'État du pavillon du navire (« marque d'identification du navire »),
 - iv) le numéro d'immatriculation du navire de pêche,
 - v) le nom du capitaine ou de l'exploitant, s'il est connu,

vi) la longueur du navire. Le Canada transmet sa liste des navires aux États-Unis en date du 1^{er} juin. Les États-Unis fournissent une liste provisoire au plus tard le 1^{er} juillet, laquelle liste peut être révisée au cours de la saison de pêche.

- (b) Aucune modification n'est apportée à la liste des navires canadiens tout au long de la saison de pêche telle qu'elle est définie au paragraphe 2 de l'Annexe C. Aucun navire ne peut être ajouté ou remplacé sur cette liste tout au long de la saison de pêche sauf en conformité avec l'alinéa 1c) qui suit.
- (c) En cas de *force majeure* ou d'un autre événement amenant le capitaine ou le propriétaire d'un navire canadien figurant sur la liste visée à l'alinéa 1a) à demander à titre exceptionnel le remplacement d'un navire au cours d'une saison de pêche, le gouvernement du Canada convoquera un comité d'examen spécial chargé d'examiner la demande et de déterminer si celle-ci est justifiée. Si la conclusion du comité est favorable, les motifs de cette conclusion et les renseignements visés à l'alinéa 1a) relatifs au navire de remplacement sont communiqués au gouvernement des États-Unis avant que le navire pénètre dans la ZEE des États-Unis. La longueur du premier navire de remplacement ne dépasse pas de plus de 10 pieds la longueur totale du navire initial. La longueur de tout navire de remplacement subséquent doit être égale ou plus courte que celle du navire qui est remplacé.
- (d) Dès que possible après réception de la liste des navires de pêche proposés, et sous réserve de l'alinéa 1e) qui suit, la Partie qui reçoit la liste s'assure que celle-ci répond aux critères de l'alinéa 1a), et en avise l'autre Partie, afin que la pêche du thon blanc puisse commencer en conformité avec le présent traité.

- (e) Si une Partie s'oppose à l'inclusion d'un navire donné dans la liste de l'autre Partie, les deux Parties se consultent. Pareille opposition peut être formulée au motif que le navire en question a commis des violations ou des infractions graves ou répétées en matière de pêche. Ces consultations, le cas échéant, ne retardent pas la prise des mesures prévues à l'alinéa 1d) relativement aux autres navires. À la suite des consultations, chaque Partie avise ses navires respectifs concernés du fait que les deux Parties ont convenu qu'ils ne soient pas inclus dans la liste visée à l'alinéa 1d).
2. Si l'une ou l'autre Partie l'exige, chaque navire qui s'apprête à pénétrer ou à quitter sa ZEE avise les autorités appropriées de son intention et leur communique le nom du navire, l'indicatif radio ou la marque d'indentification du navire, le nom du capitaine ou de l'exploitant et la raison de sa présence dans la ZEE de l'autre Partie.
 3. Lorsqu'un navire se trouve dans la ZEE de l'autre Partie, son nom et son indicatif radio ou sa marque d'indentification de navire sont placés bien en évidence de telle sorte qu'ils soient clairement visibles tout autant depuis les airs que d'un navire de surface.
 4. Les navires des deux Parties tiennent des registres exacts et complets de leurs prises, de leurs efforts et d'autres données sur des formulaires de rapport fournis par leurs gouvernements respectifs lorsqu'ils pratiquent la pêche visée par le présent traité. Les Parties élaborent un protocole de communication de données en temps réel afin de réaliser l'objectif consistant en la communication de données sur les prises effectuées par les navires d'une Partie pêchant dans la ZEE de l'autre Partie. Tous les journaux de bord et bases de données connexes tenus par l'une ou l'autre des Parties sont régulièrement mis à la disposition de l'autre Partie à des fins de vérification, sous réserve des règles des Parties relatives à la confidentialité des données.

5. Afin d'obtenir de meilleurs renseignements sur les stocks de thon blanc qui migrent au large des côtes Ouest des États-Unis et du Canada, chaque navire qui se livre à la pêche visée par le présent traité est tenu de fournir à son gouvernement des statistiques et d'autres renseignements scientifiques sur ses activités dans la ZEE de l'autre Partie. Chaque Partie communique à l'autre Partie ces renseignements et en particulier ceux concernant la quantité (poids) de thon blanc et un échantillonnage de données biologiques relatives au thon blanc capturé par ses navires dans la ZEE de l'autre Partie. Ces renseignements sont fournis chaque année, au moins 30 jours avant les consultations annuelles visées au paragraphe 6 de la présente annexe. Les Parties conviennent des autres renseignements spécifiques à fournir, de même que des formulaires à employer et des procédures à suivre pour fournir ces renseignements.
6. Les Parties se consultent chaque année notamment pour:
 - a) discuter des données et des renseignements relatifs à la pêche de thon blanc échangés en vertu du paragraphe 5 de la présente annexe;
 - b) échanger des renseignements sur leurs mesures respectives de conservation et de gestion du thon blanc et sur la mise en œuvre de mesures de conservation et de gestion convenues internationalement et applicables aux Parties en rapport avec la pêche visée par le présent traité.

Chaque Partie avise également l'autre Partie des lois et règlements sur la conservation et la gestion applicables aux navires qui pêchent dans sa ZEE en conformité avec l'alinéa 1 b) du présent traité.»

«ANNEXE C

1. Chacune des Parties convient de limiter la pêche du thon blanc pratiquée par ses navires respectifs dans la zone économique exclusive (ZEE) de l'autre Partie, laquelle est définie à l'alinéa 1 b) du présent

traité, conformément au régime de limitation décrit ci-après (le « régime »).

2. Pendant la durée du régime, une saison de pêche s'entend d'une période de pêche commençant le 15 juin et se terminant le 31 octobre. Le régime commence le premier 15 juin qui suit la date d'entrée en vigueur de la présente annexe et prend fin le premier 31 décembre qui suit la troisième saison de pêche du régime.
3.
 - a) Douze mois avant l'expiration du régime, les Parties se consultent en vue de négocier une prolongation et/ou une révision du régime, selon le cas, pour une période d'une ou de plusieurs années.
 - b) Les Parties mènent les consultations et les négociations mentionnées à l'alinéa 3a) de bonne foi, notamment en y allouant suffisamment de temps et de ressources, en vue de convenir d'un nouveau régime réciproque des pêche, si cela est dans l'intérêt national des deux Parties, dans le délai d'un an prévu à l'alinéa 3a). Les critères de l'intérêt national comprennent:
 - (i) la santé du stock,
 - (ii) l'importance des débarquements de poisson dans les ports de chaque Partie dans le cadre du régime,
 - (iii) les bénéfices économiques réalisés pour les économies des deux Parties grâce au régime.
 - c) Les Parties conviennent en outre qu'elles peuvent prolonger la durée du régime d'une autre saison de pêche, d'un commun accord constaté par écrit, si cela accroît les chances de conclure un nouvel accord prolongeant et/ou amendant le régime existant.
4. Au cours de chaque saison de pêche visée par le régime, le gouvernement du Canada limite à 110 bateaux de pêche aux lignes traînantes le nombre de ses

navires pouvant pratiquer la pêche du thon blanc dans la ZEE des États-Unis. Le gouvernement des États-Unis limite le nombre de ses navires pouvant pratiquer la pêche de thon blanc dans la ZEE du Canada au nombre correspondant à ses niveaux historiques.

5. Si, à un moment quelconque au cours de la durée du présent régime, une Partie reçoit une demande de règlement d'une question reliée à la mise en œuvre du présent traité et portant spécifiquement sur le régime, les Parties peuvent, indépendamment des dispositions des paragraphes 1 et 2 de l'Article VI du traité relatives à la tenue de consultations, définir, par échange de lettres établissant une entente mutuelle, le mandat d'un groupe consultatif spécial composé d'un nombre égal d'experts des deux pays ayant des connaissances spécialisées relatives à l'industrie de la pêche du thon blanc du Pacifique qui agiront à titre personnel afin d'examiner les questions de mise en œuvre soumises par les Parties.
 - a) Les Parties exposeront toute question ou différend qui les oppose quant à leurs droits, obligations ou intérêts respectifs au regard de l'autre Partie ou de ses habitants.
 - b) Chaque Partie aura la responsabilité de déterminer comment seront payés les frais de déplacement et autres coûts reliés aux activités du groupe consultatif engagés par les membres du groupe qu'elles nommeront, et comment ces frais et coûts seront partagés.
 - c) Chaque Partie aura la responsabilité de déterminer comment seront défrayées les dépenses engagées conjointement et reliées aux activités du groupe consultatif.
 - d) Tout rapport que le groupe présente aux Parties pour examen devrait traduire un consensus des membres nommés, mais faute de consensus, les membres peuvent présenter deux rapports, un rapport produit par la majorité des membres et un produit par une minorité des membres ou, si les avis des membres du groupe sont également

partagés, deux rapports représentant chacun l'avis du groupe concerné.

6.

a) Nonobstant l'article VIII, une Partie peut seulement mettre fin au régime en avisant l'autre Partie par écrit que:

(i) une organisation internationale de gestion des pêches ayant compétence sur les espèces très migratrices telle que l'Inter-American Tropical Tuna Commission a instauré une mesure de conservation et de gestion des pêches pour le thon blanc du Pacifique Nord qui exige que les deux Parties ou l'une d'elles adoptent un régime, une structure ou une mesure de gestion interne qui pourrait ne pas être compatible avec la mise en œuvre du présent régime ou entraver celle-ci, ou

(ii) en raison d'exigences, de règlements ou de lois internes relatives à la gestion des pêches, une Partie doit instaurer des mesures de gestion des pêches du thon blanc ou d'espèces connexes qui pourraient ne pas être compatibles avec la mise en œuvre du présent régime ou entraver celle-ci.

b) Après communication d'un tel avis, les Parties se consultent, en tenant compte des dispositions du paragraphe 3, pour étudier la possibilité de rétablir un régime réciproque des pêches. Le régime doit prendre fin le 31 décembre de l'année civile qui suit celle au cours de laquelle l'avis a été reçu par l'autre Partie.»

J'ai en outre l'honneur de me reporter à l'arrangement proposé entre nos deux gouvernements (« les Parties ») portant sur les conditions qui seront applicables, durant la période visée par le régime réciproque des pêches renouvelé mentionné au paragraphe 1 de l'Annexe C proposée ci-dessus, aux actions bilatérales coordonnées à l'égard des allocations futures portant sur les prises de thon blanc, dont le texte est reproduit ci-après:

Si une organisation internationale de gestion des pêches telle que l'Inter-American

Tropical Tuna Commission (IATTC) adopte des mesures de gestion internationale du thon blanc du Pacifique Nord prévoyant un système d'allocations nationales pour les prises, les Parties conviennent que la portion de toute allocation nationale reçue par le Canada et les États-Unis qui est attribuable aux prises effectuées dans la ZEE de l'autre pays soit réallouée par chaque pays au pays dans la ZEE duquel cette prise a été effectuée, ou que les allocations nationales soient mises en œuvre d'une autre manière faisant en sorte que les occasions de pêche futures respectives des Parties visées par les mesures de gestion internationale tiennent compte des prises totales dans la ZEE de chaque pays.

Les Parties conviennent que et s'engagent à ce que la présente disposition relative aux allocations futures soit mise en œuvre dans un esprit de collaboration et de manière constructive et de bonne foi, et à ce que les résultats possibles des activités entreprises dans le cadre de la mise en œuvre de la présente disposition ne doivent pas servir de motif pour mettre fin au régime réciproque des pêches ou pour dénoncer le traité. Les Parties s'engagent en outre à travailler ensemble en vue de coordonner leurs positions et leurs objectifs au sein d'organisations internationales régionales de gestion des pêches comme l'IATTC lors de l'élaboration de mesures de conservation et de gestion du thon blanc du Pacifique Nord, en particulier de toute mesure reliée aux allocations internationales ou nationales et au mode et à la méthode de calcul de ces allocations.

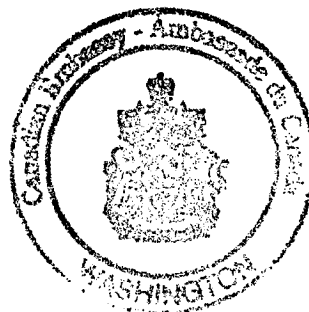
Si les propositions ci-dessus agrément au gouvernement des États-Unis d'Amérique, j'ai l'honneur de proposer que la présente note, ainsi que la note affirmative donnée en réponse par Votre Excellence, dont les versions française et anglaise font également foi, constituent entre nos deux gouvernements un accord qui entre en vigueur à la date de la deuxième note faisant Partie d'un échange ultérieur de notes confirmant l'achèvement de toutes les procédures

internes nécessaires à l'entrée en vigueur du traité par
chacune des Parties.

Washington, D.C.

12 Juin, 2009

Michael Wilson



DEPARTMENT OF STATE

WASHINGTON

June 12, 2009

Excellency:

I have the honor to acknowledge receipt of your note No. UNEN0056 dated June 12, 2009, which reads as follows in its entirety:

Note No. UNEN0056

I have the honor to refer to the proposed amendments to Annexes A and C of the *Treaty between the Government of Canada and the Government of the United States of America on Pacific Coast Albacore Tuna Vessels and Port Privileges*, as developed between the Canadian and U.S. delegations in Long Beach, California on December 16, 2008, which follow in their entirety and which shall be substituted for the existing Annexes A and C:

ANNEX A

1.

- (a) Each Party agrees to provide annually to the other Party a list of its fishing vessels which propose to fish albacore tuna in the Exclusive Economic Zone (EEZ) of the other Party, which is defined in Article 1(b) of the Treaty. The list will include:
 - (i) vessel name,
 - (ii) home port.

His Excellency

Michael H. Wilson

Ambassador of Canada

DIPLOMATIC NOTE

- (iii) radio call sign or vessel identification marking that identifies the flag state of the vessel ("Vessel Identification Marking"),
 - (iv) fishing vessel registration number,
 - (v) captain or operator's name, if known, and
 - (vi) vessel length. For Canada, the list of vessels shall be transmitted to the United States as of June 1. For the United States, a provisional list shall be provided by July 1 and may be revised during the fishing season.
- (b) With regard to the list of Canadian vessels, the list shall remain fixed for the entirety of the fishing season as defined in paragraph 2 of Annex C. No vessels may be added to or replaced on the list during the fishing season except pursuant to paragraph 1(c) below.
- (c) In the event of *force majeure* or other cause for an exceptional request by the captain or owner of a Canadian vessel on the list in 1(a) for replacement of a vessel within a season, an ad hoc review panel will be convened by the Government of Canada to review the request and determine whether the request is warranted. If the finding is positive, the basis for the finding and the information regarding the replacement vessel per paragraph 1(a) shall be transmitted to the Government of the United States prior to the vessel entering the EEZ of the United States. Any replacement vessel shall not exceed the length overall of the original vessel it is replacing by more than 10 feet. Any subsequent replacements of that first replacement vessel must be of the same size or shorter than the vessel being replaced.
- (d) As soon as possible after receipt of the list of proposed fishing vessels, and subject to paragraph 1(e) below, the receiving Party shall satisfy itself that the list received meets the criteria of paragraph 1(a) and shall so inform the other Party in order to enable the albacore fishery to proceed pursuant to this Treaty.

- (e) Should one Party object to the inclusion of a particular vessel on the list of the other Party, the two Parties shall consult. Such objection may be made on the basis that the vessel in question has been involved in serious or repeated fisheries violations or offenses. In the event of consultations, actions pursuant to paragraph 1(d), with regard to other vessels shall not be delayed. Following consultations, each Party shall notify its respective vessels that both Parties agree shall not be included on the list referred to in paragraph 1(d).
- 2. If required by either Party, each vessel shall, prior to entering and leaving the EEZ of such Party, so inform the appropriate authorities and provide the vessel name, radio call sign or Vessel Identification Marking, captain or operator's name and the purpose for being in such Party's EEZ.
- 3. When in the EEZ of the other Party, each vessel shall have its name and radio call sign or Vessel Identification Marking prominently displayed where they will be clearly visible both from the air and from a surface vessel.
- 4. Vessels of both Parties shall maintain accurate and complete records of catch, effort and other data on report forms provided by their respective governments while fishing pursuant to this Treaty. The Parties shall develop a real-time data reporting protocol to address the objective of achieving reporting of catches by the vessels of one Party fishing in the EEZ of the other Party. Any logbooks and related databases maintained by either Party shall be made available to the other Party regularly for verification purposes, subject to the Parties' respective rules on data confidentiality.
- 5. In order that better information may be obtained concerning the stocks of albacore tuna which migrate off the west coasts of the United States and Canada, each vessel engaged in fishing pursuant to this Treaty shall be required to provide to its government statistics and other scientific information on its operations in the EEZ of the other Party. Each Party shall provide to the other Party such information and in particular the amount (weight) and a sampling of biological data of albacore tuna caught by its vessels in the EEZ of the other Party. Such information shall be provided on an annual basis and at least 30 days prior to the annual consultations referred to in paragraph 6 of this Annex. Other specific information to be provided, as well as the forms and procedures for providing such information, shall be agreed upon by the Parties.
- 6. The Parties shall consult annually, *inter alia*, to:
 - (a) discuss data and information on albacore tuna fisheries exchanged under paragraph 5 of this Annex; and

- (b) exchange information on their respective conservation and management measures for albacore tuna and on implementation of internationally agreed conservation and management measures applicable to the Parties related to fisheries covered under this Treaty.

The Parties shall also notify one another of the conservation and management laws and regulations applicable to vessels fishing in each other's EEZ pursuant to Article 1(b) of this Treaty."

ANNEX C

1. Each Party agrees to limit fishing by its respective vessels engaged in fishing for albacore tuna in the in the Exclusive Economic Zone (EEZ) of the other Party, which is defined in Article I(b) of the Treaty, in accordance with the limitation regime (the "Regime") below.
2. During the term of the Regime, a "fishing season" shall be defined as a period of fishing commencing on June 15 and ending on October 31. The regime shall begin on the first June 15 occurring after the date of entry into force of this Annex and expire on the first December 31 occurring after the third fishing season of the Regime.
3.
 - (a) 12 months prior to the conclusion of the Regime, the Parties shall consult with a view to negotiating an extension and/or revision of the Regime, as appropriate, for a period of one or more years.
 - (b) The Parties shall conduct the consultations and negotiations referred to in paragraph 3(a) in good faith, including with sufficient time and resources, with an objective to conclude a new reciprocal fishing regime, if in the national interests of both Parties, within the one year period provided in paragraph 3(a). Criteria of national interest shall include, inter alia:
 - (i) the health of the stock,
 - (ii) the extent of landings of fish in the ports of each Party pursuant to the Regime, and
 - (iii) the economic benefits realized by the economies of both Parties as a result of the Regime.
 - (c) The Parties further agree that they may further extend the period of the Regime for an additional fishing season, by their mutual concurrence in

writing, if that would improve the likelihood of concluding a new agreement extending and/or amending the existing Regime.

4. In each fishing season of the Regime, the Government of Canada shall limit fishing for albacore tuna by its vessels in the EEZ of the United States to 110 troll vessels. The Government of the United States shall limit fishing for albacore tuna by its vessels in the EEZ of Canada to a number of vessels reflective of historical levels.
5. If at any point during the term of this regime a Party receives a request for resolution of a matter related to the implementation of this Treaty with specific regard to the Regime, and notwithstanding the consultations contemplated in paragraphs one and two of Article VI of the Treaty, the Parties may establish through an exchange of letters setting out a mutually held understanding on the terms of reference for an ad hoc consultative group consisting of an equal number of experts knowledgeable about the Pacific albacore tuna fishing industry who will serve in their personal capacity for the purpose of examining questions of implementation referred by the Parties.
 - (a) The Parties will set out any question or matter of difference between them involving the rights, obligations or interests of either in relation to the other or to the inhabitants of the other.
 - (b) Each Party will be responsible for determining the manner in which the travel and other costs associated with the operations of the consultative group for the members of the group that they nominate will be provided, and for the respective shares.
 - (c) Each Party will be responsible for determining the manner in which any jointly incurred expenses associated with the operations of the consultative group are funded.
 - (d) Any report submitted by the group should represent a consensus of the members appointed, but in the absence of a consensus, two reports, one by a majority of the members and the other by a minority of the members, or a report each should the views of the group be equally divided, may be submitted to the Parties for their further consideration.
6.
 - (a) Notwithstanding Article VIII, a Party may only terminate the Regime , by providing written notice to the other Party that:
 - (i) an international fisheries management organization with competence over highly migratory species such as the Inter-American Tropical Tuna Commission has adopted a fisheries

conservation and management measure for North Pacific Albacore that requires one or both Parties to adopt a domestic management regime, structure or measure that may not be consistent with or may undermine the implementation of the Regime, or

(ii) as a result of domestic fisheries management requirements, regulation or laws, a Party must put in place measures for managing fisheries on albacore or associated species that may not be consistent with or may undermine the implementation of the Regime.

(b) Upon notification, the Parties shall consult, taking into account the provisions of paragraph 3, to consider re-establishment of a reciprocal fishing regime. The Regime shall terminate on December 31 of the calendar year following that in which such notice was received by the other Party.

I have the further honor of referring to the proposed arrangement between our two Governments (“the Parties”) on terms to apply during the period of the renewed reciprocal fishing regime expressed in paragraph 1 of proposed Annex C above with regard to coordinated bilateral actions on future albacore tuna fishing allocations: which follows:

In the event that an international fisheries management organization such as the Inter-American Tropical Tuna Commission (IATTC) adopts measures for international management of North Pacific albacore using a national catch allocation system, the Parties agree that the portion of any national allocation received by Canada and the United States attributable to the catch taken in the EEZ of the other country shall be reallocated by each country to the country in whose EEZ that catch was taken, or shall otherwise implement the national allocations in a manner that ensures respective future fishing opportunities under international management reflect total catches in each country’s EEZ.

The Parties agree and commit that this provision in respect of future allocations shall be implemented in a cooperative and constructive manner, in good faith, and the potential outcomes of the activities to be undertaken in implementing this provision should not serve as the basis for termination of a reciprocal fishing regime or the Treaty. The Parties further commit to work together with a view toward coordinating positions and objectives within international regional fisheries management organizations such as the IATTC in the development of conservation and management measures for North Pacific Albacore, in particular any such measures related to international or national allocations and the manner and method of calculating such allocations.

If the above proposals are acceptable to the Government of the United States of America, I have the honor to propose that this Note, and your Excellency's affirmative Note in reply, which are equally authentic in the English and French versions, shall constitute an Agreement between our two Governments, which shall enter into force on the date of the second note that is part of a subsequent exchange of notes confirming the completion by each Party of all internal procedures necessary for its entry into force.

My Government concurs with the proposed amendments to the Annexes to the Treaty between the Government of the United States of America and the Government of Canada on Pacific Coast Albacore Tuna Vessels and Port Privileges, and further concurs with the proposed arrangement regarding coordinated bilateral actions on future albacore tuna fishing allocations. Therefore, your Excellency's note, together with this note in reply, which are equally authentic in the English and French languages, shall constitute an Agreement between our two Governments, which shall enter into force on the date of the second note that is part of a subsequent exchange of notes confirming the completion by each Party of all internal procedures necessary for its entry into force.

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

For the Secretary of State:

A handwritten signature in cursive script, appearing to read "David Kelton".