



Faroe Islands No.1 (2020)

Framework Agreement on Fisheries

between the Government of the United Kingdom of Great Britain and Northern Ireland
and the Government of the Faroes

Copenhagen, 29 October 2020

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign, Commonwealth and Development Affairs
by Command of Her Majesty
November 2020*



© Crown copyright 2020

This publication is licensed under the terms of the Open Government Licence v3.0 except where otherwise stated. To view this licence, visit nationalarchives.gov.uk/doc/open-government-licence/version/3

Where we have identified any third party copyright information you will need to obtain permission from the copyright holders concerned.

This publication is available at www.gov.uk/official-documents

Any enquiries regarding this publication should be sent to us at Treaty Section, Foreign, Commonwealth and Development Office, King Charles Street, London, SW1A 2AH

ISBN 978-1-5286-2216-5
CCS1120493310 11/20

Printed on paper containing 75% recycled fibre content minimum

Printed in the UK by the APS Group on behalf of the Controller of Her Majesty's Stationery Office

**FRAMEWORK AGREEMENT ON FISHERIES BETWEEN THE
GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND AND THE GOVERNMENT OF THE FAROES**

THE Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Faroes, hereinafter referred to as “the Contracting Parties”,

RECALLING the close relations between the Contracting Parties,

HAVING REGARD TO the relevant provisions of the 1982 United Nations Convention on the Law of the Sea (“UNCLOS”) and the related 1995 Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks,

AWARE of the importance of the principles established by the Code of Conduct for Responsible Fisheries adopted at the FAO Conference in 1995,

DETERMINED to cooperate, in their mutual interest, in securing continued responsible fisheries to ensure the long-term conservation and sustainable use of marine living resources,

RECOGNISING the need for close cooperation and coordination with other coastal States and regional economic integration organisations, including within regional fisheries management organisations, in relation to the management of shared stocks, where the same stock (or stocks of associated species) occur within the waters of both Contracting Parties and also within the waters of such States and organisations,

DETERMINED to cooperate effectively to prevent, deter and eliminate illegal, unreported and unregulated fishing,

RECOGNISING zonal attachment as an important principle of international fisheries management applied by coastal States when discharging their obligations under UNCLOS and related instruments in relation to the joint management of shared stocks,

RECOGNISING the advantage of consistency in relation to technical measures on the conduct of fisheries in adjacent waters of the Contracting Parties,

RECALLING the provisions in the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland, on the one hand, and the Government of the Kingdom of Denmark together with the Home Government of the Faroe Islands, on the other hand, relating to the Maritime Delimitation in the area between the Faroe Islands and the United Kingdom done at Tórshavn on 18 May 1999, hereinafter referred to as “the 1999 Maritime Delimitation Agreement”, concerning the exercise of fisheries jurisdiction by the Contracting Parties in the Special Area defined by that Agreement,

CONSIDERING the vital importance for the Faroe Islands of fisheries which constitute their essential economic activity,

TAKING into account the importance of fisheries for the coastal communities of the Contracting Parties,

CONSIDERING that the Government of the Faroes concludes this Agreement on behalf of the Kingdom of Denmark pursuant to the Act on the Conclusion of Agreements under International Law by the Government of the Faroes,

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Cooperation

1. The Contracting Parties shall cooperate with a view to achieving the objective of ensuring the long-term conservation and sustainable use of marine living resources and, in doing so, safeguarding the ecosystems in which these resources occur, through the application of the following principles:

- (a) the promotion of the long-term sustainability and optimum utilisation of marine living resources;
- (b) that conservation and management measures for fisheries are based on the best scientific evidence available;
- (c) the application of the precautionary approach to fisheries management;
- (d) that due account is taken of the impact of fishing on species belonging to the same ecosystem or dependent upon or associated with the target stocks, and in doing so, measures are adopted to minimise harmful impacts;
- (e) that due account is taken of the need to preserve marine biological diversity;
- (f) that complete and accurate data relevant to the management of fishing and fishing related activities are collected and shared in a timely manner;
- (g) the need to ensure compliance with fisheries conservation and management measures;
- (h) the facilitation of scientific research, in particular with regard to stocks of common interest, marine biology and the marine environment.

ARTICLE 2

Access and Quota Transfers

1. Each Contracting Party may grant access to its area of fisheries jurisdiction to vessels flying the flag of the other Contracting Party, for the purposes of fishing. The extent and conditions of any such access shall be the subject of annual consultations between the Contracting Parties.
2. Each Contracting Party may transfer to the other quotas for fishing by vessels flying the flag of that other Contracting Party. Any such transfers will be the subject of annual consultations between the Contracting Parties and will be subject to adjustment, where necessary.
3. In this Agreement, a Contracting Party's area of fisheries jurisdiction means the waters in respect of which it exercises sovereign rights or jurisdiction, extending up to 200 nautical miles from the baselines from which its territorial sea is measured, but excluding its territorial sea.

ARTICLE 3

Annual Consultations

1. The Contracting Parties shall consult annually to seek to determine, *inter alia*, the following matters:
 - (a) any access by fishing vessels flying the flag of one Contracting Party to the other's area of fisheries jurisdiction under Article 2(1), and
 - (b) any transfer of quotas from one Contracting Party to the other under Article 2(2).
2. The Contracting Parties shall produce a written record documenting the results of their consultations.

ARTICLE 4

Vessel Licensing

Where access by fishing vessels flying the flag of one Contracting Party (the fishing Contracting Party) to the area of fisheries jurisdiction of the other Contracting Party (the licensing Contracting Party) has been granted under Article 2, the competent authorities of the fishing Contracting Party shall communicate in due time to the licensing Contracting Party the name, registration number, and other relevant particulars of the fishing vessels which shall be eligible to fish within the area of fisheries jurisdiction of the licensing Contracting Party. The licensing Contracting Party shall thereupon issue licences in a manner commensurate with the possibilities for fishing granted to the fishing Contracting Party and consistently with the terms under which access has been granted.

ARTICLE 5

Compliance, Control and Enforcement

1. Each Contracting Party shall, consistent with international law, take all necessary measures to ensure that, when fishing in the area of fisheries jurisdiction of the other Contracting Party, vessels flying its flag comply with all conservation and management measures, other terms and conditions, and all rules and regulations governing fishing activities in that area.
2. The Contracting Parties may agree on arrangements for operational cooperation necessary for the proper functioning or implementation of this Agreement, dealing in particular with:
 - (a) the licensing of vessels flying the flag of one Contracting Party when fishing in the other Contracting Party's area of fisheries jurisdiction, including the exchange of data relating to such vessels;
 - (b) monitoring, control and surveillance of fisheries to ensure compliance with conservation and management measures.
3. Arrangements agreed pursuant to this Article may take the form of protocols and guidance documents.

ARTICLE 6

Consultation and Dispute Resolution

The Contracting Parties agree to consult on questions relating to the implementation and proper functioning of this Agreement, or in the event of a dispute concerning its interpretation or application.

ARTICLE 7

Amendments

1. This Agreement may be amended by exchange of diplomatic notes if the Contracting Parties so agree.
2. An amendment made by exchange of diplomatic notes shall enter into force on the date specified by the Contracting Parties in their notes.

ARTICLE 8

Relationship to the 1999 Maritime Delimitation Agreement

Nothing in this Agreement shall affect the Contracting Parties' rights and obligations under the 1999 Maritime Delimitation Agreement.

ARTICLE 9

Law of the Sea

Nothing contained in this Agreement shall affect or prejudice in any manner the views of either Contracting Party with respect to any questions relating to the law of the sea.

ARTICLE 10

Territorial Application

This Agreement shall apply:

- (a) to the United Kingdom of Great Britain and Northern Ireland;
- (b) to the Faroes.

ARTICLE 11

Entry into Force, Duration and Termination

1. This Agreement shall enter into force on:
 - (a) 1 January 2021, provided that, prior to that date, the Contracting Parties have notified each other in writing through the diplomatic channel of the completion of their respective domestic requirements necessary for the entry into force of this Agreement; or
 - (b) the date of receipt of the latter of the written notifications referred to in the previous sub-paragraph in the event that this is later than 1 January 2021.
2. This Agreement shall remain in force for an initial period ending on 31 December 2026, and thereafter for subsequent, consecutive periods of 4 years unless terminated in accordance with paragraph 3 of this Article.
3. Either Contracting Party may terminate this Agreement by giving notice to the other at least one year before the expiry of the initial period referred to in paragraph 2 of this Article, or at least one year before the expiry of each subsequent 4 year period. Where notice is given under this paragraph the Agreement shall cease to have effect at the end of the period in question.
4. Notice under paragraph 3 shall be given in writing through the diplomatic channel.

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

DONE at Copenhagen, on the twenty ninth day of October two thousand twenty, in duplicate, in the English and Faroese languages, both texts being equally authentic.

EMMA HOPKINS

**For the Government of the
United Kingdom of Great
Britain and Northern Ireland:**

JACOB VESTERGAARD

**For the Government of the
Faroës:**

CCS1120493310

978-1-5286-2216-5