

CONVENTION FOR THE ESTABLISHMENT OF AN INTER-AMERICAN TROPICAL TUNA COMMISSION

Washington, 31 May 1949

The United States of America and the Republic of Costa Rica considering their mutual interest in maintaining the populations of yellowfin and skipjack tuna and of other kinds of fish taken by tuna fishing vessels in the eastern Pacific Ocean which by reason of continued use have come to be of common concern and desiring to co-operate in the gathering and interpretation of factual information to facilitate maintaining the populations of these fishes at a level which will permit maximum sustained catches year after year, have agreed to conclude a Convention for these purposes and to that end have named as their Plenipotentiaries: who, having communicated to each other their full powers, found to be in good and due form, have agreed as follows:

Article I

1. The High Contracting Parties agree to establish and operate a joint Commission, to be known as the Inter-American Tropical Tuna Commission, hereinafter referred to as the Commission, which shall carry out the objectives of this Convention. The Commission shall be composed of national sections, each consisting of from one to four members, appointed by the Governments of the respective High Contracting Parties.
2. The Commission shall submit annually to the Government of each High Contracting Party a report on its investigations and findings, with appropriate recommendations, and shall also inform such Governments, whenever it is deemed advisable, on any matter relating to the objectives of this Convention.
3. Each High Contracting Party shall determine and pay the expenses incurred by its section. Joint expenses incurred by the Commission shall be paid by the High Contracting Parties through contributions in the form and proportion recommended by the Commission and approved by the High Contracting Parties. The proportion of joint expenses to be paid by each High Contracting Party shall be related to the proportion of the total catch from the fisheries covered by this Convention utilized by that High Contracting Party.
4. Both the general annual program of activities and the budget of joint expenses shall be recommended by the Commission and submitted for approval to the High Contracting Parties.
5. The Commission shall decide on the most convenient place or places for its headquarters.
6. The Commission shall meet at least once each year, and at such other times as may be requested by a national section. The date and place of first meeting shall be determined by agreement between the High Contracting Parties.
7. At its first meeting the Commission shall select a chairman and a secretary from different national sections. The chairman and the secretary shall hold

office for a period of one year. During succeeding years, selection of the chairman and the secretary from the national section shall be in such a manner that the chairman and the secretary will be of different nationalities, and as well provide each High Contracting Party in turn, with an opportunity to be represented in those offices.

8. Each national section shall have one vote. Decisions, resolutions, recommendations, and publications of the Commission shall be made only by a unanimous vote.

9. The Commission shall be entitled to adopt and to amend subsequently, as occasion may require, by-laws or rules for the conduct of its meetings.

10. The Commission shall be entitled to employ necessary personnel for the performance of its functions and duties.

11. Each High Contracting Party shall be entitled to establish an Advisory Committee for its section, to be composed of persons who shall be well informed concerning tuna fishery problems of common concern. Each such Advisory Committee shall be invited to attend the non-executive sessions of the Commission.

12. The Commission may hold public hearings. Each national section also may hold public hearings within its own country

13. The Commission shall designate a Director of Investigations who shall be technically competent and who shall be responsible to the Commission and may be freely removed by it. Subject to the instruction of the Commission and with its approval, the Director of Investigations shall have charge of:

a) the drafting of programs of investigations, and the preparation of budget estimates for the Commission;

b) authorizing the disbursement of the funds for the joint expenses of the Commission;

c) the accounting of the funds for the joint expenses of the Commission;

d) the appointment and immediate direction of technical and other personnel required for the functions of the Commission;

e) arrangements for the co-operation with other organizations or individuals in accordance with paragraph 16 of this Article;

f) the co-ordination of the work of the Commission with that of organizations and individuals whose co-operation has been arranged for;

g) the drafting of administrative, scientific and other reports for the Commission;

h) the performance of such other duties as the Commission may require.

14. The official languages of the Commission shall be English and Spanish, and

members of the Commission may use either languages during meetings. When requested, translation shall be made to the other language. The minutes, official documents, and publications of the Commission shall be in both languages, but official correspondence of the Commission may be written, at the discretion of the secretary, in either language.

15. Each national section shall be entitled to obtain certified copies of any documents pertaining to the Commission except that the Commission will adopt and may amend subsequently rules to ensure the confidential character of records of statistics of individual catches and individual company operations.

16. In the performance of its duties and functions the Commission may request the technical and scientific services of, and information from, official agencies of the High Contracting Parties, and any international, public, or private institution or organization, or any private individual.

Article II

The Commission shall perform the following functions and duties:

1. Make investigations concerning the abundance, biology, biometry, and ecology of yellowfin (*Neothunnus*) and skipjack (*Kaisuwonus*) tuna in the waters of the eastern Pacific Ocean fished by the nationals of the High Contracting Parties, and the kinds of fishes commonly used as bait in the tuna fisheries, especially the anchovetta, and of other kinds of fish taken by tuna fishing vessels; and the effects of natural factors and human activities on the abundance of the populations of fishes supporting all these fisheries.

2. Collect and analyze information relating to current and past conditions and trends of the populations of fishes covered by this Convention.

3. Study and appraise information concerning methods and procedures for maintaining and increasing the populations of fishes covered by this Convention.

4. Conduct such fishing and other activities, on the high seas and in waters which are under the jurisdiction of the High Contracting Parties, as may be necessary to attain the end referred to in sub-paragraphs 1, 2, and 3 of this Article.

5. Recommend from time to time, on the basis of scientific investigations, proposals for joint action by the High Contracting Parties designed to keep the populations of fishes covered by this Convention at those levels of abundance which will permit the maximum sustained catch.

6. Collect statistics and all kinds of reports concerning catches and the operations of fishing boats, and other information concerning the fishing for fishes covered by this Convention, from vessels or persons engaged in these fisheries.

7. Publish or otherwise disseminate reports relative to the results of its findings and such other reports as fall within the scope of this Convention,

as well as scientific, statistical, and other data relating to the fisheries maintained by the nationals of the High Contracting Parties for the fishes covered by this Convention.

Article III

The High Contracting Parties agree to enact such legislation as may be necessary to carry out the purposes of this Convention.

Article IV

Nothing in this Convention shall be construed to modify any existing treaty or convention with regard to the fisheries of the eastern Pacific Ocean previously concluded by a High Contracting Party, nor to preclude a High Contracting Party from entering into treaties or conventions with other States regarding these fisheries, the terms of which are not incompatible with the present Convention.

Article V

1. The present Convention shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.
2. The present Convention shall enter into force on the date of exchange of ratifications.
3. Any government, whose nationals participate in the fisheries covered by this Convention, desiring to adhere to the present Convention, shall address a communication to that effect to each of the High Contracting Parties. Upon receiving the unanimous consent of the High Contracting Parties to adherence, such government shall deposit with the Government of the United States of America an instrument of adherence which shall stipulate the effective date thereof. The Government of the United States of America shall furnish a certified copy of the Convention to each government desiring to adhere thereto. Each adhering government shall have all the rights and obligations under the Convention as if it had been an original signatory thereof.
4. At any time after the expiration of ten years from the date of entry into force of this Convention any High Contracting Party may give notice of its intention of denouncing the Convention. Such notification shall become effective with respect to such notifying government one year after its receipt by the Government of the United States of America. After the expiration of the said one year period the Convention shall be effective only with respect to the remaining High Contracting Parties.
5. The Government of the United States of America shall inform the other High Contracting Parties of all instruments of adherence and of notifications of denunciation received.

In Witness Whereof the respective Plenipotentiaries have signed the present

Convention.

Done at Washington, in duplicate, in the English and Spanish languages, both texts being equally authentic, this 31st day of May 1949.

EXCHANGE OF NOTES

The Costa Rican Appointed Ambassador to the Secretary of State

EMBASSY OF COSTA RICA
WASHINGTON

No. 1579

3 March 1950

Excellency:

I have the honor to refer to the Convention between the Republic of Costa Rica and the United States of America for the Establishment of an Inter-American Tropical Tuna Commission, signed at Washington, D. C., on 31 May 1949, which entered into force this day, and to inform Your Excellency of the desire of my Government to place on record the understanding of our two Governments with respect to the manner in which certain provisions of that Convention shall be applied. Accordingly, I take pleasure in informing you that, without prejudice to the provisions and purposes of the Convention under reference, the understanding of my Government in regard to this matter is that which I set forth to you as follows.

With respect to Article I, paragraph 3, of the Convention, which establishes the proportion of joint expenses to be paid by each High Contracting Party, it is understood that "the proportion of the total catch from the fisheries covered by this Convention utilized by that High Contracting Party" shall be the part of the total catch which is used for domestic consumption in the territory of that High Contracting Party or is the object of commercial transactions the financial benefits of which accrue entirely or in their major portion to individuals or firms whose proprietors or stockholders are domiciled in the territory of that High Contracting Party.

With respect to Article II, paragraph 4, of the Convention, it is understood that the Inter-American Tropical Tuna Commission is authorized to engage in fishing and other activities for scientific research exclusively and that no commercial ventures by the Commission are contemplated.

It is further understood that, notwithstanding the specific powers conferred upon the Commission, nothing in the Convention shall be interpreted as a relinquishment of or a limitation upon the sovereignty of a High Contracting Party over waters under its jurisdiction.

My Government also desires to state that it recognizes as the authentic Spanish text of the Convention that contained in the Convention as signed, but at the same time recognizes that certain of its provisions might have been worded more clearly in the following form:

Article I, paragraph 1.

"The High Contracting Parties agree to establish and maintain a Joint

Commission to be known as the Inter-American Tropical Tuna Commission. which will hereinafter be called the Commission, which shall carry into effect the objectives of this Convention. The Commission shall be made up of national sections, each of which shall include from one to four members appointed by the Governments of the respective High Contracting Parties."

Article I. paragraph 3.

"Each of the High Contracting Parties shall determine and pay the expenses incurred by its respective section. The joint expenses incurred by the Commission shall be covered by the High Contracting Parties through contributions in such form and proportion as the Commission may recommend and the High Contracting Parties may approve. The proportion of the joint expenses to be paid by each of the High Contracting Parties shall be in relation to the proportion of the total catch from the fisheries covered by this Convention utilized by that High Contracting Party."

Article I, paragraph 8.

"Each national section shall have the right to one vote. The decisions, resolutions, recommendations and publications of the Commission must be approved by a unanimous vote."

Article IV.

"Nothing in the Convention shall be interpreted as changing any existing treaty or convention relating to the fisheries of the Eastern Pacific previously signed by one of the High Contracting Parties, nor as preventing a High Contracting Party from entering into treaties or conventions with other States relating to such fisheries, provided their terms are not incompatible with this Convention."

I avail myself of this opportunity to express to Your Excellency my highest consideration.

Mario Echandi

His Excellency Dean Acheson
Secretary of State
Washington, D.C.

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The Secretary of State to the Costa Rican Appointed Ambassador

DEPARTMENT OF STATE
WASHINGTON

March 3, 1950

Excellency:

I have the honor to refer to your note No. 1579 of March 3, 1950 regarding the Convention between the United States of America and the Republic of Costa Rica for the Establishment of an Inter-American Tropical Tuna Commission, signed at Washington May 31 1949, which entered into force this day, and the desire of your Government to place on record the understanding of our Governments with respect to the manner in which certain provisions of that Convention shall be applied. Accordingly, I take pleasure in informing you that, without prejudice to the provisions or purposes of the Convention under reference, my Government concurs in the understanding set forth in your note as follows:
(See note I, second, third and fourth paragraphs)

My Government has also taken note of your statement that certain provisions of the Spanish text might have been more clearly expressed but that your Government recognizes that the authentic Spanish text of the Convention is that contained in the Convention as signed.
Accept, Excellency, the renewed assurances of my highest consideration.

Dean Acheson

His Excellency Senor Don Mario Echandi Appointed Ambassador of Costa Rica