INTERNATIONAL COURT OF JUSTICE

CASE CONCERNING
MARITIME DELIMITATION IN THE INDIAN OCEAN

SOMALIA
v.
KENYA

MEMORIAL OF SOMALIA

VOLUME III

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Annex 1

Protocol between the British and Italian Governments for the Demarcation of their respective Spheres of Influence in Eastern Africa, from the River Juba to the Blue Nile (24th March, 1891), *reprinted in* The Map of Africa by Treaty, Vol. II (E. Hertslet, ed., 1896)

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THE

MAP OF AFRICA BY TREATY.

VOL. II.

GREAT BRITAIN & FRANCE

TO

ZANZIBAR.

Nos. 103 TO 208.

With Appendix and Index.

BY

SIR EDWARD HERTSLET, K.C.B.

Compiler and Editor of the "Map of Europe by Treaty;" "Hertslet's Commercial Treaties;" the "British and Foreign State Papers;" the "Foreign Office List," &c.

LONDON:
PRINTED FOR HER MAJESTY'S STATIONERY OFFICE,
BY HARRISON AND SONS, ST. MARTIN'S LANE,
PRINTERS IN ORDINARY TO HER MAJESTY.

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1894.

Price Thirty-one Shillings and Sixpence (the Two Volumes).

No. 135.—*PROTOCOL between the British and Italian Governments for the Demarcation of their respective Spheres of Influence in Eastern Africa, from the River Juba to the Blue Nile.* *24th March*, 1891.

(Translation.)

The Undersigned,

The Marquis of Dufferin and Ava, Ambassador of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, Empress of India; and

The Marquis de Rudini, President of the Council, and Minister for Foreign Affairs of His Majesty the King of Italy;

After careful examination of the respective interests of the two countries in Eastern Africa, have agreed as follows:—

Line of Demarcation of British and Italian Spheres of influence from the River Juba to the Blue Nile.

Kismayu to remain to England.

1. The line of demarcation in Eastern Africa between the spheres of influence respectively reserved to Great Britain and Italy shall follow from the sea the mid-channel (thalweg) of the River Juba up to latitude 6° north, Kismayu with its territory on the right bank of the river thus remaining to England. The line shall then follow the 6th parallel of north latitude up to the meridian 35° east of Greenwich, which it will follow up to the Blue Nile.*

Line may be altered by mutual agreement.

2. If future explorations should hereafter show occasion, the line following the 6th parallel of north latitude and the 35th degree of longitude east of Greenwich, may, by common agreement be amended in its details in accordance with the hydrographic and orographic conditions of the country.

* See also Protocols, 15th April, 1891, p. 667, and 5th May, 1894, p. 670.

Equality of Treatment between British and Italian Subjects and protected Persons at Kismayu.

3. In the station of Kismayu and its territory, there shall be equality of treatment between the subjects and protected persons of the two countries, in all that relates to their persons, their goods, or to the exercise of any kind of commerce and industry.

Done at Rome, in duplicate, the 24th March, 1891.

(L.S.) DUFFERIN AND AVA.
(L.S.) RUDINI.

[The demarcation of this boundary was completed towards the north, as far as the Red Sea, by the Protocol of 15th April, 1891. See p. 667.]

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Treaty between Italy and the United Kingdom regulating certain Questions concerning the Boundaries of their Respective Territories in East Africa, signed at London (15 July 1924), and Exchange of Notes defining a Section of the said Boundaries, Rome, (16 & 26 June 1925), 35 L.N.T.S. 380 (1925)

SOCIÉTÉ DES NATIONS

Recueil des Traités

et des Engagements Internationaux enregistrés par le Secrétariat de la Société des Nations.

VOLUME XXXV **1925** **Nos 1, 2 & 3**

LEAGUE OF NATIONS

Treaty Series

Publication of Treaties and International Engagements registered with the Secretariat of the League.

PRIX Fr. 12.— (Argent suisse). PRICE 9/0

Printed by the Imprimeries Réunies, S. A., Lausanne.

N° 936.

ITALIE ET ROYAUME-UNI

Traité portant règlement de certaines questions relatives aux frontières de leurs territoires respectifs en Afrique orientale, signé à Londres, le 15 juillet 1924, et Echange de Notes fixant une portion desdites frontières, Rome, les 16 et 26 juin 1925.

ITALY AND UNITED KINGDOM

Treaty regulating certain Questions concerning the Boundaries of their Respective Territories in East Africa, signed at London, July 15, 1924, and Exchange of Notes defining a Section of the said Boundaries, Rome, June 16 and 26, 1925.

No. 936. — TREATY [1] BETWEEN ITALY AND THE UNITED KINGDOM REGULATING CERTAIN QUESTIONS CONCERNING THE BOUNDARIES OF THEIR RESPECTIVE TERRITORIES IN EAST AFRICA, SIGNED AT LONDON, JULY 15, 1924, AND NOTES DEFINING A SECTION OF THE SAID BOUNDARIES, EXCHANGED AT ROME, JUNE 16 AND 26, 1925.

Textes officiels anglais et italien communiqués par le Ministère des Affaires étrangères de Sa Majesté Britannique et par le Ministre des Affaires étrangères d'Italie. L'enregistrement de ce Traité a eu lieu le 3 août 1925.

HIS MAJESTY THE KING OF THE UNITED KINGDOM OF GREAT BRITAIN AND IRELAND AND OF THE BRITISH DOMINIONS BEYOND THE SEAS, EMPEROR OF INDIA, and HIS MAJESTY the KING OF ITALY,

desiring to regulate, in a spirit of goodwill, certain questions concerning the boundaries of their respective territories in East Africa, have named as their Plenipotentiaries :

HIS MAJESTY THE KING OF THE UNITED KINGDOM OF GREAT BRITAIN AND IRELAND AND OF THE BRITISH DOMINIONS BEYOND THE SEAS, EMPEROR OF INDIA :

The Right Honourable James Ramsay MACDONALD, M.P., His Prime Minister and Principal Secretary of State for Foreign Affairs ;

[1] L'échange des ratifications du Traité a eu lieu à Londres, le 1er mai 1925.

TEXTE ITALIEN. — ITALIAN TEXT.

No. 936. — TRATTATO [1] TRA L'ITALIA E IL REGNO UNITO CHE REGOLA ALCUNE QUESTIONI CONCERNENTI I CONFINI DEI LORO RISPETTIVI TERRITORI NELL'AFRICA ORIENTALE, FIRMATO A LONDRA IL 15 LUGLIO 1924, E NOTE CHE STABILISCONO UNA PARTE DEI DETTI CONFINI, SCAMBIATE A ROMA IL 16 E IL 26 GIUGNO 1925.

English and Italian official texts communicated by His Britannic Majesty's Foreign Office and by the Italian Minister for Foreign Affairs. The registration of this Treaty took place August 3, 1925.

SUA MAESTÀ IL RE D'ITALIA E SUA MAESTÀ IL RE DEL REGNO UNITO DI GRAN BRETAGNA E IRLANDA E DEI DOMINI BRITANNICI DI OLTRE MARE, IMPERATORE DELLE INDIE,

desiderando regolare, con spirito di reciproca buona volontà, alcune questioni concernenti i confini dei Loro rispettivi territori in Africa Orientale, hanno nominato come Loro plenipotenziari :

SUA MAESTÀ IL RE D'ITALIA :

S. E. il MARCHESE DELLA TORRETTA DEI PRINCIPI DI LAMPEDUSA, Suo Ambasciatore straordinario e plenipotenziario presso la Corte di San Giacomo ; e

SUA MAESTÀ IL RE DEL REGNO UNITO DI GRAN BRETAGNA E IRLANDA E DEI DOMINI

[1] The exchange of ratifications of the Treaty took place at London, May 1, 1925.

and HIS MAJESTY THE KING OF ITALY :

His Excellency IL MARCHESE DELLA TORRETTA DEI PRINCIPI DI LAMPEDUSA, His Ambassador Extraordinary and Plenipotentiary at the Court of St. James ;

Who, having exhibited their respective full powers found in good and due form, have agreed as follows :

Article 1.

His Britannic Majesty, in his own name and on his own behalf, and by virtue of his protectorate over Zanzibar in the name and on behalf of His Highness the Sultan of Zanzibar, so far as the latter may be concerned, transfers to His Majesty the King of Italy all sovereign rights and title over that portion of African territory lying between the present Italian colony of Southern Somaliland and a new boundary line to be determined as follows :

From the confluence of the rivers Ganale and Daua, along the course of the Daua upstream to the southern point of the small southerly bend of the latter river in the vicinity of Malka Ré ; thence in a south-westerly direction in a straight line to the centre of the pool of Dumasa ; thence in a south-westerly direction in a straight line towards Eilla Kalla (which remains in British territory) to such meridian east of Greenwich as shall leave in Italian territory the well of El Beru ; thence along the same meridian southwards until it reaches the boundary between the provinces of Jubaland and Tanaland ; thence along that provincial boundary to a point due north of the point on the coast due west of the southernmost of the four islets in the immediate vicinity of Ras Kiambone (Dick's Head) ; thence due southwards to such point on the coast. Ras Kiambone (Dick's Head) and the four islets above mentioned shall fall within the territory to be transferred to Italy.

In the event, however, of it being found by the Commission referred to in Article 12 that the well of El Beru does not contain water either sufficient or suitable for the maintenance at that point of an Italian frontier post, then the line, as between El Beru and Eilla Kalla, shall be so drawn by the Commission as to include in Italian territory the neighbouring well of El Shama.

BRITANNICI DI OLTRE MARE, IMPERATORE DELLE INDIE :

L'Onorevolissimo James Ramsay MACDONALD, Membro della Camera dei Comuni, Suo Presidente del Consiglio e principale Segretario di Stato per gli Affari Esteri ;

I quali avendo scambiato i loro rispettivi pieni poteri, trovati in buona e debita forma hanno convenuto quanto segue :

Articolo 1.

Sua Maestà Britannica in suo nome e per suo conto, ed in virtù del suo protettorato su Zanzibar in nome e per conto di Sua Altezza il Sultano di Zanzibar, per quanto può riguardare quest'ultimo, trasferisce a Sua Maestà il Re d'Italia tutti i diritti sovrani e titoli su quella parte del territorio africano situata fra l'attuale colonia italiana della Somalia meridionale ed une nuova linea di frontiera che sarà determinata come segue :

Dalla confluenza dei fiumi Ganale e Daua, risalendo il corso del Daua fino al punto sud della piccola curva meridionale del detto fiume in vicinanza di Malca Re ; quindi in direzione sud-ovest in linea retta fino al centro dello stagno di Dumasa ; quindi in direzione sud-ovest in linea retta verso Eilla Kalla (che rimane in territorio britannico) fino a quel meridiano est di Greenwich che lascerà in territorio italiano il pozzo di El Beru ; quindi lungo lo stesso meridiano al sud fino a raggiungere il limite tra le provincie del Giubaland e del Tanaland ; quindi lungo tale limite provinciale fino ad un punto direttamente a nord del punto sulla costa direttamente ad ovest della più meridionale delle quattro isolette nell'immediata vicinanza di Ras Kiambone (Dik's Head) ; quindi direttamente a sud di tale punto sulla costa. Ras Kiambone (Dik's Head) e le quattro isolette summenzionate rimarranno nel territorio da trasferirsi all'Italia.

Nel caso tuttavia che la Commissione di cui all'art. 12 della presente convenzione trovasse che il pozzo di El Beru non contiene acqua sufficiente o conveniente per il mantenimento in quel punto di un posto di frontiera italiano, la linea di confine, come tra El Beru ed Eilla Kalla, sarà tracciata dalla Commissione stessa, in modo da includere nel territorio italiano il vicino pozzo di El Shama.

Article 2.

The above boundary is shown on the attached map, and all references in the above description of the boundary are to this map.

In the event of differences between the text and the map, the text will prevail.

Article 3.

The Italian Government agree to the cancellation of the Treaty[1] of Commerce between Italy and Zanzibar of the 23rd May, 1885.

In accordance with the provisions of the Convention[2] of Saint-Germain-en-Laye of the 10th September, 1919, Italian subjects in the protectorate of Zanzibar shall enjoy the same rights and privileges and receive the same treatment as British subjects.

Article 4.

The Italian Government shall indemnify the Government of His Highness the Sultan of Zanzibar for any loss of net revenue arising out of the present transfer of territory, and shall pay to the latter, as an indemnity which shall in no wise represent a tribute implying any survival of sovereignty, the annual sum of £1,000, representing the proportionate share of the annuity which has hitherto been paid by the British Government to the Government of Zanzibar.

The Italian Government shall be entitled at any time to effect the discharge of any obligation undertaken under the preceding paragraph by means of the payment of a lump sum of £25,000 to the Government of His Highness the Sultan of Zanzibar.

Article 5.

The Italian Government undertakes that, if it shall at any time desire to abandon all or any part of the territory transferred to it as above, it shall offer the same to the British Government upon such terms as may be just.

[1] De Martens, Nouveau Recueil Général de Traités, deuxième série, tome XIII, page 655.

[2] Vol. VIII, page 25; vol. XXIV, page 160 and vol. XXXV, page 298 of this Series.

Articolo 2.

La suddetta frontiera è tracciata sulla carta allegata alla presente convenzione e tutti i riferimenti alla suddetta descrizione si trovano sulla medesima carta.

In caso di divergenze fra il testo e la carta, il testo avrà la prevalenza.

Articolo 3.

Il Governo italiano consente ad abrogare il trattato[1] di commercio fra l'Italia e lo Zanzibar del 23 maggio 1885.

In conformità delle disposizioni della convenzione[2] di San Germano del 10 settembre 1919, i sudditi italiani del protettorato di Zanzibar godranno gli stessi diritti e privilegi ed avranno lo stesso trattamento dei sudditi britannici.

Articolo 4.

Il Governo italiano indennizzerà il Governo di S. A. il Sultano di Zanzibar di ogni perdita di reddito netto derivante dal presente trasferimento di territorio e pagherà al Sultano stesso a titolo di indennità, che non dovrà in alcun modo rappresentare un tributo implicante sopravvivenza di sovranità, la somma annuale di lire sterline mille, che costituisce la quota proporzionale dell'annualità che è stata finora pagata dal Governo Britannico al Governo di Zanzibar.

Il Governo italiano avrà facoltà di liberarsi in qualunque momento di tutti gli obblighi assunti nel precedente paragrafo mediante il pagamento di una somma complessiva di venticinquemila lire sterline al Governo di S. A. il Sultano di Zanzibar.

Artivolo 5.

Se il Governo italiano desiderasse in qualunque tempo di abbandonare in tutto o in parte il territorio come sopra trasferitogli, esso Governo si impegna ad offrirlo al Governo Britannico ad eque condizioni.

[1] British and Foreign State Papers, Vol. 76, page 269.

[2] Vol. VIII, page 25; vol. XXIV, page 160 et vol. XXXV, page 298 de ce Recueil.

In the event of any differences between the two Governments as to the terms of transfer, the question shall be referred to arbitration in accordance with such procedure as the Council of the League of Nations may prescribe.

Article 6.

British subjects, other than those persons who have become British subjects by the annexation of the colony of Kenya, ordinarily resident at the date of the coming into force of the present Convention in the territory transferred under Article 1, shall, unless within six months of the coming into force of the present Convention they opt for Italian nationality, retain their British nationality without being called upon to withdraw from the said territory or to part with their property. In the event of their not opting for Italian nationality and of their desiring to withdraw from the transferred territory, they shall be at liberty to do so within twelve months from the coming into force of the present Convention.

British-protected persons and British subjects who have become such by the annexation of the Colony of Kenya, ordinarily resident in the transferred territory, will acquire Italian nationality and cease to be British-protected persons and British subjects respectively. Provided, however, that such persons, not being Somalis, or belonging to the native races of the area transferred, shall have the right to retain their existing nationality on condition that they withdraw from the transferred territory within twelve months from the coming into force of the present Convention.

The same right is conferred on such a number of Somalis who are separated from their families by the new frontier as the wells and pasturages in the territory defined in the Annex to this article can support, having regard to the present and reasonable future requirements of the tribes or sections of tribes already there, provided that such persons must be individually registered before they are allowed to cross into British territory. The commission referred to in Article 12 shall decide as to the capacity in this respect of the said wells and pasturages and as to the number of the persons who may avail themselves of this right.

Persons who withdraw from the transferred territory under this article shall be entitled

Nel caso di divergenze tra i due Governi circa le condizioni di tale trasferimento, la questione sarà deferita all'arbitrato, conformemente ad una procedura che il Consiglio della Società delle Nazioni potrà stabilire.

Articolo 6.

I sudditi britannici, eccetto quelle persone che sono diventate tali con l'annessione della colonia del Kenya, ordinariamente residenti al momento dell'entrata in vigore della presente convenzione nel territorio trasferito di cui all'art 1, conserveranno la loro nazionalità britannica senza essere costretti a ritirarsi dal detto territorio o ad abbandonare le loro proprietà, a meno che nei sei mesi dell'entrata in vigore della presente convenzione essi optino per la nazionalità italiana. Nel caso che essi non opteranno per la nazionalità italiana e vorranno ritirarsi dal territorio trasferito, avranno facoltà di farlo nei dodici mesi dall'entrata in vigore della presente convenzione.

I protetti britannici e i sudditi britannici che sono divenuti tali con l'annessione della colonia del Kenya, ordinariamente residenti nel territorio trasferito, acquisteranno la nazionalità italiana e cesseranno di essere rispettivamente protetti britannici e sudditi britannici.

Tuttavia, purchè tali persone non siano somali nè appartengano alle razze indigene del territorio trasferito, esse avranno il diritto di conservare la loro nazionalità a condizione che si ritirino dal territorio trasferito nei dodici mesi dall'entrata in vigore della presente convenzione.

Lo stesso diritto è riconosciuto ad un certo numero di somali separati dalle loro famiglie dalla nuova frontiera, compatibilmente con le risorse dei pozzi e dei pascoli nel territorio definito nell'annesso al presente articolo, e tenendo conto delle presenti e delle ragionevoli future esigenze delle tribù o frazioni di tribù già residenti nel suddetto territorio, e purchè tali persone siano individualmente registrate prima di essere autorizzate a passare in territorio britannico. La Commissione di cui all'art. 12 della presente convenzione deciderà circa la sufficenza a tal riguardo dei detti pozzi e pascoli e circa il numero delle persone che potranno prevalersi di tale diritto.

Le persone che si ritireranno dal territorio trasferito secondo le disposizioni del presente

to carry with them their movable property of every description without payment of export duties of any kind. They shall not in respect of such property be subject to import duties of any kind in the Colony of Kenya. They shall be entitled to retain their immovable property in the transferred territory.

ANNEX.

The territory lying within a straight line from the Lorian Swamp to Saddi : a straight line from Saddi to El Beru : the line defined in Article 1 from El Beru to its junction with the Tanaland-Jubaland frontier : and a straight line from the said junction to the Lorian Swamp.

Article 7.

All concessions or rights to properties in the above territories which have been recognised as valid by the former Government, and are held by private persons or corporations at the date of the transfer of those territories, shall be recognised as valid by the Italian Government, to whom shall be transferred all rights and obligations of the former Government under the said concessions.

It is agreed that the concessions and property rights shall be exercised in accordance with the general laws and regulations in force in the Italian colony of Italian Somaliland, and that the Italian Government may impose on the concessionnaires and proprietors all limitations necessary for the execution of works of general utility, upon granting to such persons the same compensation or indemnity as that to which Italian subjects would be entitled in similar cases.

Article 8.

All treaties, conventions and agreements between the Government of His Britannic Majesty and the Government of His Majesty the King of Italy, applicable to the Italian colony of Italian Somaliland, and at present in force, shall be extended to the territory now transferred in accordance with the present Agreement.

articolo saranno autorizzate a portare seco la loro proprietà mobiliare di qualsiasi specie senza pagamento di alcuna tassa di esportazione. Esse non saranno neanché soggette riguardo a tale proprietà ad alcuna tassa di importazione nella colonia del Kenya. Esse avranno facoltà di conservare le loro proprietà immobiliari nel territorio trasferito.

ANNESSO.

Il territorio situato tra une linea diretta dalle paludi del Lorian a Saddi, una linea diretta fino al El Beru, quindi la linea descritta all'art. 1 da El Beru fino alla congiunzione della linea stessa con il confine tra il Tanaland ed il Giubaland, ed una linea diretta dalla congiunzione suddetta fino alle paludi del Lorian.

Articolo 7.

Tutte le concessioni o diritti di proprietà nel suddetto territorio che sono stati riconosciuti validi dal precedente Governo e sono posseduti da privati o da associazioni alla data del trasferimento del territorio stesso, saranno riconosciuti validi dal Governo italiano al quale saranno trasferiti tutti i diritti e gli obblighi del precedente Governo nei riguardi delle dette concessioni.

Rimane stabilito che le concessioni ed i diritti di proprietà saranno esercitati in conformità delle leggi generali e dei regolamenti in vigore nella colonia italiana della Somalia meridionale e che il Governo italiano potrà imporre ai concessionari e proprietari tutte le necessarie limitazioni per l'esecuzione di lavori di utilità pubblica, accordando alle suddette persone gli stessi compensi o indennità a cui avrebbero diritto i suddetti italiani in casi analoghi.

Articolo 8.

Tutti i trattati, convenzioni ed accordi tra il Governo di Sua Maestà Britannica ed il Governo di Sua Maestà il Re d'Italia applicabili alla Colonia italiana della Somalia ed attualmente in vigore, saranno estesi al territorio ora trasferito in conformità della presente convenzione.

Article 9.

The two Governments undertake that they will respectively endeavour to prevent any migration of Somalis or other natives across the frontier defined in Article 1.

If, however, the enquiries of the Commission referred to in Article 12 show that in the neighbourhood of the sector of the new frontier running from El Beru to the Jubaland-Tanaland boundary there exists a shortage of pasture for the tribes situated on the Italian side of the frontier, and if these enquiries also show that during the rainy season there is on the British side of that sector and in the region bounded on the east by the new frontier and on the west by the line Goochi-Ribba-El-Tulli-Lakola-Toor Guda-Ramaguda more pasturage available than is required for the tribes in British territory, then the Commission will have power to decide that for a certain period, not less than five years, Somalis or other natives of the transferred territory may during the rainy season cross the boundary to such a distance and in such numbers as the Commission may prescribe, it being understood that in no case shall such Somalis or natives be allowed to pass to the west of the line Goochi-Ribba-El-Tulli-Lakola-Toor Guda-Ramaguda. The decisions of the Commission shall be carried into effect by the authorities concerned, and at the end of the period so prescribed the position will be reconsidered in a friendly spirit in the light of the experience gained and of the requirements at that time of the tribes in British territory.

Article 10.

The two Governments shall come to the necessary agreements with regard to the special conditions of time and place for evacuation by the British troops of the territory to be transferred and the entry of Italian troops; they shall settle in consultation with the local authorities the conditions of transfer to the Italian Government of the Government buildings existing within the territory which the latter may wish to acquire from the British Government and of the wireless telegraph installation at Kismayu.

The Italian Government agrees to respect the rights of Sudanese pensioners remaining at

Articolo 9.

I due Governi si impegnano a cercare rispettivamente di impedire ogni migrazione di Somali od altri indigeni attraverso la frontiera stabilita dall'art. 1 della presente convenzione.

Se tuttavia le indagini della Commissione di cui all'art. 12 della presente convenzione dimostreranno che in vicinanza del settore della nuova frontiera da El Beru al confine Giubaland-Tanaland esiste una deficienza di pascoli per le tribù situate entro il confine italiano, e se tali indagini dimostreranno che durante la stagione delle pioggie vi è oltre il confine britannico del detto settore e nella regione limitata all'est dalla nuova frontiera e all'est dalla linea Goochi-Ribba-El-Tulli-Lakala-Toor Guda-Rama Guda più pascolo utile di quello che è necessario per le tribù in territorio britannico, in tal caso la Commissione stessa avrà potere di decidere che per un certo periodo, non minore di cinque anni, i somali od altri indigeni del territorio trasferito, potranno durante la stagione delle pioggie attraversare la frontiera fino a quella distanza ed in quel numero che la Commissione potrà stabilire, rimanendo inteso che in nessun caso tali somali o indigeni potranno essere autorizzati a passare all'ovest della linea Goochi-Ribba-El-Tulli-Lakala-Toor Guda-Rama Guda. Le decisioni della Commissione saranno messe in esecuzione dalle Autorità competenti ed alla fine del periodo stabilito la situazione sarà riesaminata con spirito amichevole al lume dell'esperienza acquistata e secondo le esigenze in quel tempo delle tribù in territorio britannico.

Articolo 10.

I due Governi prenderanno gli accordi necessari nei riguardi delle speciali condizioni di tempo e di luogo per l'evacuazione delle truppe britanniche dal territorio trasferito e per l'entrata delle truppe italiane; essi Governi stabiliranno di accordo colle Autorità locali le condizioni di trasferimento al Governo italiano degli edifici governativi esistenti nel territorio trasferito e che il Governo italiano vorrà acquistare dal Governo britannico, nonchè le condizioni d'acquisto delle installazioni radiotelegrafiche a Kisimajo.

Il Governo italiano conviene di rispettare i diritti dei pensionati sudanesi restanti a Jonte

Yonte, in accordance with the general laws and regulations of the Italian colony of Southern Somaliland, and to make provision for the upkeep of the cemetery at Kismayu and the Jenner memorial.

Article 11.

The two Governments agree to consult together with a view to framing and putting into force reciprocal measures for the control of the illicit ivory traffic across the frontier defined in Article 1 of the present Convention.

Article 12.

The manner in which the present Agreement shall be carried out shall be settled on the spot by a Commission composed of British and Italian officials appointed for the purpose by the two Governments. Until the whole boundary shall have been demarcated by an accurate survey, the officials thus appointed shall be empowered to decide, provided an agreement can be reached, under which Government water holes of local importance situated near the boundary shall come.

In the event of an agreement not being found possible, the points in dispute shall be settled by an accurate survey in accordance with the line described in Article 1.

The present Convention shall be ratified and the ratifications exchanged in London as soon as possible.

In witness whereof the undersigned have signed the present Convention and have affixed thereto their seals.

Done in duplicate at London, the 15th day of July, 1924.

in conformità delle leggi generali e dei regolamenti della Colonia italiana della Somalia Meridionale e di prendere provvedimenti per la manutenzione del cimitero di Kisimajo e del monumento commemorativo di Jenner.

Articolo 11.

I due Governi convengono di consultarsi per concretare e mettere in vigore provvedimenti reciproci per il controllo dell'illecito traffico dell'avorio attraverso la frontiera stabilita dall'art. 1 della presente convenzione.

Articolo 12.

Il modo di esecuzione della presente convenzione sarà stabilito sui luoghi da una Commissione composta di funzionari italinai e britannici nominati a tale scopo dai due Governi. Fino a quando l'intera frontiera non sarà stata tracciata con accurata ispezione, i funzionari suddetti avranno facoltà di decidere, purchè si possa raggiungere un accordo, a quale dei due Governi saranno attribuiti i posti d'acqua d'importanza locale situati presso il confine di cui all'art. 1 della presente convenzione.

Nel caso che non fosse possibile raggiungere un accordo, i punti contenziosi saranno stabiliti da un'accurata ispezione, in conformità della linea tracciata all'art. 1 della presente convenzione.

La presente convenzione sarà ratificata e le ratifiche saranno scambiate al più presto possibile in Londra.

In fede di quanto sopra, i sottoscritti hanno firmato la presente convenzione e vi hanno apposto i loro sigilli.

Fatto in duplice esemplare, a Londra, il 15 Luglio 1924.

(L. S.) J. RAMSAY MACDONALD.
(L. S.) TORRETTA.

Copie certifiée conforme.

B. MUSSOLINI.

BRITISH EMBASSY,
ROME.

June 16th, 1925.

YOUR EXCELLENCY,

I have the honour to refer to the Treaty between Italy and the United Kingdom regulating certain questions concerning the Boundaries of their respective territories in East Africa signed at London on July 15th 1924, and to declare on behalf of His Britannic Majesty's Government that, having regard to the fact that Ras Kiambone (Dick's Head) and the four small islands which are in its immediate vicinity form part of the territory to be transferred to Italy, it is understood that upon reaching the meridian east of Greenwich which leaves in Italian teritory the well of El Beru (or such other meridian east of Greenwich as may be recommended by the Commissioners in accordance with paragraph 3 of Article I of the Treaty) the boundary shall follow such meridian southwards to the point of intersection of such meridian with the parallel of South Latitude 0°50′, thence proceeding in a south-easterly direction up to a point situated about six kilometres north of the point on the coast due west of the southernmost of the four islets in the immediate vicinity of Ras Kiambone (Dick's Head) ; thence due southwards to such point on the coast. The coast shall be defined as the line of mean sea level ordinary spring tides.

I take the opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) R. GRAHAM.

His Excellency
The President of the Council,
etc., etc.

[1] TRADUCTION. — TRANSLATION.

225214/144.

ROMA, 26 *Giugno*, 1925.

SIGNOR AMBASCIATORE,

Ho l'onore di accusare ricevuta a Vostra Eccellenza della nota in data 16 giugno corrente, relativa al Trattato firmato a Londra il 15 luglio 1924 tra l'Italia e la Gran Bretagna per regolare alcune questioni concernenti i confini dei loro rispettivi territori nell'Africa Orientale.

Ho l'onore a tal proposito di dichiarare a nome del R. Governo che in considerazione del fatto che Ras Kiambone (Capo Dick) ed i quattro isolotti che sono nelle sue immediate vicinanze formano parte del territorio da cedersi all'Italia, resta inteso che dopo ragiunto il Meridiano Est di Greenwich che lascia in territorio italiano il pozzo di El Beru (ad ogni

225214/144

ROME, *June* 26, 1925.

SIR,

I have the honour to acknowledge receipt of Your Excellency's note dated June 16, instant, concerning the Treaty signed at London on July 15, 1924, between Italy and Great Britain, regulating certain questions concerning the Boundaries of their respective territories in East Africa.

I have the honour to declare, on behalf of the Royal Government, that, having regard to the fact that Ras Kiambone (Dick's Head) and the four small islands which are in its immediate vicinity form part of the territory to be transferred to Italy, it is understood that upon reaching the meridian east of Greenwich which leaves in Italian territory the well of

[1] Traduit par le Secrétariat de la Société des Nations.

[1] Translated by the Secretariat of the League of Nations.

altro Meridiano Est di Greenwich che potrà essere preso in considerazione dai Commissari conformemente al disposto del paragrafo 3 dell'Art. 1 del Trattato), il confine seguirà tale meridiano verso Sud fino al punto d'intersezione del Meridiano stesso col Parallelo 0°,50′ di Latitudine Sud, procedendo quindi in direzione Sud-Est fino ad un punto situato circa a sei chilometri a Nord del punto sulla costa direttamente ad Ovest della più meridionale delle quattro isolete nell'immediata vicinanza di Ras Kiambone (Capo Dick) ; e quindi direttamente verso Sud fino a tal punto sulla costa. La costa sarà difinita secondo la linea del medio livello del mare nelle ordinarie maree primaverili.

Colgo l'occasione, Signor Ambasciatore, per rinnovarle i sensi della mia più alta considerazione.

(Signed) MUSSOLINI.

A Sua Eccelenza
Sir Ronald GRAHAM
Ambasciatore di S.M. Britannica,
Roma.

El Beru (or such other meridian east of Greenwich as may be recommended by the Commissioners in accordance with paragraph 3 of Article 1 of the Treaty) the boundary shall follow such meridian southwards to the point of intersection of such meridian with the parallel of South Latitude 0°50′, thence proceeding in a south-easterly direction up to a point situated about six kilometres north of the point on the coast due west of the southernmost of the four islets in the immediate vicinity of Ras Kiambone (Dick's Head) ; thence due southwards to such point on the coast. The coast shall be defined as the line of mean sea level ordinary spring tides.

I take this opportunity, etc.

(Signed) MUSSOLINI.

His Excellency
Sir Ronald GRAHAM,
Ambassador of His Britannic Majesty,
Rome.

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[1] TRADUCTION — TRANSLATION.

No. 936. — TRAITÉ [2] ENTRE L'ITALIE ET LE ROYAUME-UNI PORTANT RÈGLEMENT DE CERTAINES QUESTIONS RELATIVES AUX FRONTIÈRES DE LEURS TERRITOIRES RESPECTIFS EN AFRIQUE ORIENTALE, SIGNÉ A LONDRES, LE 15 JUILLET 1924, ET NOTES FIXANT UNE PORTION DESDITES FRONTIÈRES, ÉCHANGÉES A ROME, LES 16 ET 26 JUIN 1925.

SA MAJESTÉ LE ROI DU ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE ET DES TERRITOIRES BRITANNIQUES au delà des mers, EMPEREUR DES INDES, et

SA MAJESTÉ LE ROI D'ITALIE,

désireux de régler dans un esprit de bonne volonté réciproque certaines questions relatives aux frontières de leurs territoires respectifs en Afrique Orientale, ont nommé pour leurs Plénipotentiaires :

[1] Traduit par le Secrétariat de la Société des Nations.

[1] Translated by the Secretariat of the League of Nations.

Annex 3

Agreement between Italy and the United Kingdom in which are recorded the decisions of the Commission appointed under Article 12 of the Treaty between His Britannic Majesty and His Majesty the King of Italy, signed at London on July 15, 1924, regulating certain questions concerning the boundaries of their respective territories in East Africa (17 Dec. 1927)

AGREEMENT in which are recorded the decisions of the Commission appointed under Article 12 of the Treaty between His Britannic Majesty and His Majesty the King of Italy, signed at London on July 15, 1924, regulating certain questions concerning the boundaries of their respective territories in East Africa.

ACCORDO nel quale sono riportate le decisioni della Commissione di cui all'Art. 12 della Convenzione fra Sua Maestà il Re d'Italia e Sua Maestà Britannica, firmata a Londra il 15 Luglio 1924 e regolante alcune questioni relative al confine fra i loro rispettivi territori nell'Africa Orientale.

Annex 3

Agreement in which are recorded the decisions of the Commission appointed under Article 12 of the Treaty between His Britannic Majesty and His Majesty the King of Italy, signed at London on July 15, 1924, regulating certain questions concerning the boundaries of their respective territories in East Africa.

1. — The Commission found that immediately up-stream from *Malca Rie* the *Uebi Daua* runs due East, and therefore does not form a small southerly bend as mentioned in Article 1 of the Treaty.

A point about 450 metres up-stream from *Malca Rie* was agreed upon as the northern terminal of the boundary.

2. — The pivotal point of the boundary at the pool of *Damasa* was so chosen by the Commission that equal watering facilities should be afforded to both parties in the deepest portion of the depression without transgression of the boundary by either party.

3. — In accordance with the power conferred by Article 1 of the Treaty, the Commission decided that, as there were elements of doubt as to the sufficiency of water for the maintenance of an Italian frontier post at *El Berù Hagia* in a very dry season and as to the security of the said well against collapse, the well of *El Sciama* should be included in Italian territory.

To allow access to *El Sciama* on all sides, the Commission also decided to adopt for the boundary the meridian passing about 300 metres to the west of this well.

4. — The Commission took note of the communications of the 16th. and 26th. June, 1925 between His Britannic Majesty's Ambassador at Rome and the Head of the Government and Ministry of Foreign Affairs of His Majesty the

Accordo nel quale sono riportate le decisioni della Commissione di cui all'Art. 12 della Convenzione fra Sua Maestà il Re d'Italia e Sua Maestà Britannica, firmata a Londra il 15 Luglio 1924 e regolante alcune questioni relative al confine fra i loro rispettivi territori nell'Africa Orientale.

1. — La Commissione constatò che, immediatamente a monte di *Malca Rie*, l'*Uebi Daua* scorre diretto verso est, e non forma perciò la piccola curva meridionale menzionata nell'Art. 1 della Convenzione.

Venne concordato come limite settentrionale del confine un punto a circa 450 metri a monte di *Malca Rie*.

2. — La Commissione fissò il vertice del confine allo stagno di *Damas* in modo che uguale disponibilità d'acqua fosse accordata ad ambo le parti nella zona più profonda della depressione, senza peraltro che ciò potesse implicare violazione della frontiera nè da una parte nè dall'altra.

3. — La Commissione, in conformità dei poteri conferitile dall'Art. 1 della Convenzione, decise che, essendovi elementi di dubbio circa la sufficienza dell'acqua per il mantenimento di un posto di frontiera a *El Berù Hagia* durante una stagione molto asciutta, e circa la sicurezza del detto pozzo in caso di frane, il pozzo di *El Sciama* debba essere incluso nel territorio Italiano.

Allo scopo di permettere l'accesso ad *El Sciama* da ogni lato, la Commissione decise di adottare come confine il meridiano che passa a circa 300 metri ad ovest del pozzo suddetto.

4. — La Commissione tenne presenti le note del 16 e 26 giugno 1925 scambiate fra l'Ambasciatore di Sua Maestà Britannica in Roma ed il Capo del Governo e Ministro degli Affari Esteri di Sua Maestà il Re d'Italia, nelle quali la definizione,

King of Italy, in which the following formula was substituted for the definition given in the Treaty of the southern portion of the boundary : —

« Having regard to the fact that *Ras Kiam-*
« *bone* (Dick's Head) and the four small islands,
« which are in its immediate vicinity, form part
« of the territory to be transferred to Italy, it
« is understood that, upon reaching the merid-
« ian east of Greenwich which leaves in Ital-
« ian territory the well of *El Beru* (or such
« other meridian east of Greenwich as may be
« recommended by the Commissioners in accord-
« ance with paragraph 3 of Article 1 of the
« Treaty), the boundary shall follow such mer-
« idian southwards to the point of intersection
« of such meridian with the parallel of South
« Latitude 0°50′ ; thence proceeding in a south-
« easterly direction to a point situated about six
« kilometres north of the point on the coast
« due west of the southernmost of the four islets
« in the immediate vicinity of *Ras Kiambone*
« (Dick's Head) ; thence due southwards to such
« point on the coast. The coast shall be defined
« as the line of mean sea level ordinary spring
« tides ».

The Commission declares that the general terms of this formula, since amended in accordance with the decisions recorded in paragraphs 5, 6 and 7 of this Agreement, have been embodied in Appendix I, Description of the Boundary.

5. — *Ras Chiamboni* is a headland about 200 metres in breadth and about 800 metres in length, with its length parallel to the coast. It consists of a series of small coral eminences. The highest of these is approximately central.

Having been empowered to do so by the two Governments, the Commission decided that the summit of this highest eminence should be accepted as the terminal point of the directional line for the boundary towards the interior.

6. — Article 1 of the Treaty states that there are 4 islets in the immediate vicinity of *Ras Chiamboni*.

The Commission found that there are actually 6 islets.

One of these is a prolongation of *Ras Chiamboni* to the north.

data nella Convenzione, della parte sud del confine era sostituita dalla seguente formula :

« In considerazione del fatto che *Ras Chiambone*
« (Capo Dik) ed i quattro isolotti che sono nelle
« sue immediate vicinanze formano parte del ter-
« ritorio da cedersi all'Italia, resta inteso che dopo
« raggiunto il meridiano est di Greenwich che
« lascia in territorio italiano il pozzo di *El Berù* (od
« ogni altro meridiano est di Greenwich che potrà
« essere preso in considerazione dai Commissari
« conformemente al disposto del paragrafo 3 del-
« l'art. 1 del trattato) il confine seguirà tale me-
« ridiano verso sud fino al punto d'intersezione
« del meridiano stesso col parallelo 0°50′ di lati-
« tudine sud procedendo quindi in direzione sud-
« est fino ad un punto situato circa a 6 chilo-
« metri a nord del punto sulla costa diretta-
« mente ad ovest della più meridionale delle
« quattro isolette nella immediata vicinanza di
« *Ras Chiambone* (Capo Dik) e quindi direttamente
« verso sud fino a tal punto sulla costa. La costa
« sarà definita secondo la linea del medio livello
« del mare nelle ordinarie maree primaverili ».

La Commissione dichiara che i termini generali di questa formula, migliorati per effetto delle decisioni citate nei paragrafi 5, 6 e 7 di questo Accordo, sono stati inclusi nell' Appendice I, Descrizione del Confine.

5. — *Ras Chiamboni* è un promontorio di circa 200 metri di larghezza e 800 metri di lunghezza, parallelo alla costa nel senso della sua lunghezza. Esso consta di una serie di piccole elevazioni coralline, delle quali la più alta è approssimativamente centrale.

La Commissione, avendone ricevuto i poteri dai due Governi, decise che la sommità di questa maggiore elevazione debba essere riconosciuta come punto estremo della linea di direzione del confine verso l'interno.

6. — L'Art. 1 della Convenzione dice che nella immediata vicinanza di *Ras Chiamboni* vi sono quattro isolette.

La Commissione ha invece constatato l' esistenza di 6 isolette.

Una di queste è il prolungamento di *Ras Chiamboni* verso nord.

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The other 5 form a group about 2 kilometres south-west from the control point of *Ras Chiamboni*, and are known collectively as *Diua Damasciaca*.

The most southerly islet of this group is little more than an almost circular coral rock about 50 metres in diameter.

The Commission, having been empowered to do so by the two Governments, decided that the parallel of latitude tangential to the southern extremity of this latter islet should define the position of the point at which the boundary reaches the coast.

Le altre cinque formano un gruppo a circa due chilometri a sud-ovest dal punto di controllo di *Ras Chiamboni* e sono conosciute tutte sotto l' unico nome di *Diua Damasciaca.*

L' isoletta più meridionale di questo gruppo è poco più grande di uno scoglio corallino di forma pressochè circolare con un diametro di circa 50 metri.

La Commissione, avendone ricevuto i poteri dai due Governi, decise che il parallelo tangenziale alla estremità meridionale di quest'ultima isoletta debba definire la posizione del punto in cui il confine arriva alla costa.

7. — Having been empowered to do so by the two Governments, the Commission decided that the short portion of the boundary defined in the Treaty by a meridian of longitude in the region of *Ras Chiamboni* should be moved parallel to itself in a westerly direction so that its southern terminal point should be 15 metres inland from high water mark and on the parallel of latitude mentioned in paragraph 6; the coastal waters being very shallow and high water mark being defined by the crumbling edge of a sand terrace.

This locality is known as *Dar es Salam.*

7. — La Commissione, avendone ricevuto i poteri dai due Governi, decise che il piccolo tratto del confine nella regione di *Ras Chiamboni*, che è definito nella Convenzione da un meridiano, dovesse essere spostato parallelamente a sè stesso, in direzione occidentale e in modo che il suo punto estremo meridionale venisse a trovarsi a 15 metri verso l' interno dal punto di livello dell' alta marea e sul parallelo di latitudine menzionato nel paragrafo 6; e ciò perchè le acque sulla costa sono poco profonde ed il livello dell'alta marea è definito dall'orlo franabile di un terrazzo di sabbia.

La località è conosciuta col nome di *Dar es Salam.*

8. — As regards the 3rd paragraph of Article 6 of the Treaty (4th paragraph of the Italian text), the Commission decided that: —

a) in genuine cases of Somalis separated from their families, the right of option should be recognized for not more than 500 (five hundred) persons, exclusive of children under 10 years of age, with or without stock;

b) the exercise of this right should be under the administrative control of the Italian authorities, who will authorize the transfer, after evidence has been collected from the British authorities, and after registration of the individuals by the said British and Italian authorities;

c) this right should be exercised within one year from the date of the confirmation of this Agreement by His Britannic Majesty' s Government in Great Britain and the Government of His Majesty the King of Italy.

8. — In rapporto al 4.° comma dell' Art. 6 della Convenzione (3.° comma del testo Britannico), la Commissione decise:

a) che, nei casi effettivi di Somali separati dalle loro famiglie con o senza bestiame, viene riconosciuto il diritto di opzione per 500 (cinquecento) persone al massimo, esclusi i fanciulli di età inferiore a dieci anni;

b) che l'esercizio di questo diritto sarà sotto il controllo amministrativo delle Autorità Italiane, le quali autorizzeranno il trasferimento, previe informazioni assunte anche presso le Autorità Britanniche, ed in seguito alla registrazione degli individui da parte delle dette Autorità Italiane e Britanniche;

c) che il diritto stesso sarà esercitato entro un anno dalla data di ratifica del presente Accordo da parte del Governo di Sua Maestà il Re d' Italia e del Governo in Gran Bretagna di Sua Maestà Britannica.

9. — As regards the 2nd paragraph of Article 9 of the Treaty, the Commission decided that, since the evidence produced in discussion had not proved the existence of all the conditions required by the said Article in connection with the right of trans-frontier grazing by Italian subjects, there was no case for the concession referred to in that Article.

9. — In rapporto al 2.° comma dell' Art. 9 della Convenzione, la Commissione decise che, non essendo risultata provata, attraverso gli elementi portati nella discussione, l'esistenza di tutte le condizioni volute dal detto Articolo perchè si addivenisse alla concessione a favore dei sudditi Italiani del diritto di pascolo oltre la frontiera, non sia il caso di far luogo alla concessione di cui all'Articolo stesso.

10. — Under the second part of paragraph 1 of Article 10 of the Treaty, the Commission fixed the sale price, to the Italian Government, of the Government buildings existing in the transferred territory, including the apparatus and masts of the wireless telegraph station at *Kismayu*, at £. 10,735 - 16 - 0 (ten thousand seven hundred and thirty-five Pounds Sterling and sixteen Shillings).

10. — In rapporto alla seconda parte del 1.° comma dell'Art. 10 della Convenzione, la Commissione stabilì in Lire sterline 10.735 e 16 scellini (lire sterline diecimila settecento trentacinque e sedici scellini) l' importo della cessione al Governo Italiano degli edifici governativi esistenti nel territorio trasferito e degli apparati e delle antenne della Stazione Radio Telegrafica di *Chisimaio*.

11. — In connection with the 2nd paragraph of Article 10 of the Treaty, the Commission decided that the ground occupied by the Sudanese pensioners at *Yonte* is to be considered by the Italian Government as conceded to them for 99 years from the date of the cession of Jubaland to Italy, with the right of transmission to heirs, but without the right of sale or demise.

11. — In rapporto al 2.° comma dell'Art. 10 della Convenzione, la Commissione decise che i terreni occupati dai pensionati sudanesi residenti a *Ionti* siano considerati dal Governo Italiano come dati ad essi in concessione per 99 anni dalla data di cessione dell' Oltre Giuba all' Italia, con facoltà di trasmetterli ad eredi, ma senza diritto di cederli nè darli in affitto.

12. — Having been empowered to do so by the two Governments, the Commission decided that the water of the pools of *Dif* should normally be available to the adjacent Italian police post and to Italian subjects and their baggage animals (but no other stock) travelling along the frontier ; and that a state of abnormality should be considered to exist when the water in the said pools is proved to the satisfaction of both parties to suffice only for the reasonable requirements of a British police post.

12. — La Commissione, avendone ricevuto i poteri dai due Governi, decise che l'acqua degli stagni di *Dif* resti normalmente disponibile per l' adiacente posto di polizia Italiano e per i sudditi Italiani e i loro animali da trasporto (escluso qualsiasi altro bestiame) viaggianti lungo la frontiera ; considerandosi esistente uno stato di anormalità quando sia provato, con soddisfazione di ambo le parti, che l' acqua nei suddetti stagni sia sufficiente solamente per le ragionevoli esigenze di un posto di polizia Britannico.

13. — By virtue of the powers conferred on them by the Treaty and by the two Governments, the Commission decided that the boundary shall be as described in the First Part, « General Description », of Appendix I to this Agreement.

The Commission, having taken into consideration the possible errors inherent in the methods

13. — La Commissione, in virtù dei poteri conferitile dalla Convenzione e dai due Governi, decise che il confine debba essere riconosciuto quello descritto nella Parte Prima intitolata « Descrizione Generale » dell'Appendice I di questo Accordo.

La Commissione, avendo preso in considerazione i possibili errori inerenti ai metodi di

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of survey imposed upon themselves by the terrain, involving errors of position and of direction, decided that the boundary, as actually demarcated by themselves by means of a lane cut through the vegetation and supplemented by cement or masonry or by beacons cairns, shall be observed provisionally as an accurate interpretation of the true boundary without prejudice to subsequent correction by mutual agreement of both parties concerned. A detailed description of this demarcated boundary is given in the Second Part of Appendix I to this Agreement.

14. — The Italian Government, at the request of the Commission, have undertaken to replace by cement or masonry beacons or by cairns, at the earliest possible moment, all the earth gabions mentioned in Appendix I to this Agreement.

15. — The Commission found that, in the Treaty and in the map attached thereto, the spelling of names appeared to follow no definite system and that in many cases the names were even incorrectly represented.

The representation and spelling of the names quoted in this Agreement and its Appendices are contained in Appendix IV.

The following list gives the names quoted in the Treaty in the order in which they appear therein, together with the spelling now adopted.

Treaty spelling	Spelling now adopted
River Ganale	*F. Giuba*
River Daua	*Uebi Daua*
Malka Re	*Malca Rie*
Dumasa	*Damasa (Br.)* / *Damas (It.)*
Eilla Kalla	*El Ghala*
El Beru	*El Berù Hagia*
Ras Kiambone (Dick's Head)	*Ras Chiamboni*
El Shama	*El Sciama*
Goochi	*Guji*
Ribba	*Riba*
Toor Guda	*Tur Guda*
Ramaguda	*Rama Guda*
Kismayu	*Chisimaio (It.)* / *Kismayu (Br.)*

lavoro adottati e resi inevitabili dal terreno, tradottisi in errori di posizione e di direzione, decise che il confine, quale era stato effettivamente da essa delimitato per mezzo di un corridoio attraverso la vegetazione e completato da cippi in cemento, muratura o mucchi di sassi, debba essere riconosciuto provvisoriamente come un' esatta interpretazione del vero confine, senza pregiudizio delle susseguenti correzioni cui addivenissero per mutuo accordo ambo le parti interessate. Una descrizione particolareggiata del confine delimitato è data nella Parte Seconda dell'Appendice I di questo Accordo.

14. — Il Governo Italiano, a richiesta della Commissione, ha accettato di sostituire al più presto possibile tutti i cippi di ramaglia e terra, indicati nell'Appendice I del presente Accordo, con altri in cemento, muratura o mucchi di sassi.

15. — La Commissione ha constatato che, nella Convenzione e nella Carta che vi è allegata, la ortografia dei nomi sembra non risultante da un sistema definito, e che in molti casi essi sono anche non correttamente riportati.

La rappresentazione e l' ortografia dei nomi citati in questo Accordo e nelle sue Appendici sono contenute nell'Appendice IV.

Nella seguente lista sono riportati i nomi successivamente citati nella Convenzione, insieme alla ortografia ora adottata.

Ortografia risultante dalla Convenzione	Ortografia ora adottata
Fiume Ganale	*F. Giuba*
Fiume Daua	*Uebi Daua*
Malca Re	*Malca Rie*
Dumasa	*Damasa (Br.)* / *Damas (It.)*
Eilla Kalla	*El Ghala*
El Beru	*El Berù Hagia*
Ras Kiambone (Dick's Head)	*Ras Chiamboni*
El Shama	*El Sciama*
Goochi	*Guji*
Ribba	*Riba*
Toor Guda	*Tur Guda*
Rama Guda	*Rama Guda*
Kismajo	*Chisimaio (It.)* / *Kismayu (Br.)*

16. — The following appendices are attached to this Agreement and form an integral part thereof: —

Appendix I. Description of the Boundary.

Appendix II. Table of Geographical Coordinates.

Appendix III. Map of the Boundary Demarcated.

Appendix IV. A Gazetteer to the Map, giving the equivalent British and Italian Spellings of Place-names.

17. — The Commission agreed that, in order to expedite matters, two copies of the Map of the Boundary - Appendix III to this Agreement - shall be printed in black and signed provisionally; but that, when the said map shall have been reproduced in colour, two copies of the coloured map shall be signed and substituted for those in black.

Signed in duplicate at Florence
this 17th. day of December, 1927.

16. — Le Appendici seguenti sono annesse al presente Accordo e ne formano parte integrante:

Appendice I: Descrizione del Confine.

Appendice II: Elenco delle Coordinate Geografiche.

Appendice III: Carta del Confine delimitato.

Appendice IV: Repertorio dei nomi riportati nella Carta, con le ortografie equivalenti Britanniche e Italiane dei nomi di località.

17. — La Commissione ha stabilito, per risolvere le operazioni più speditamente, che due copie della Carta di confine — Appendice III del presente Accordo — saranno stampate in nero e firmate provvisoriamente; ma che, quando la detta carta sarà stata riprodotta in colori, due copie della carta in colori saranno firmate e sostituiranno quelle in nero.

Firmato a Firenze in duplice esemplare,
il 17 Dicembre, 1927 (VI).

Senior British Commissioner
(signed) L. N. King, Lieut.-Col., R.E.

Il Capo della Delegazione Italiana
(firmato) Comm. Dott. Tullio Colucci.

APPENDIX I.

Description of the Boundary between the Colony and Protectorate of Kenya and Italian Somaliland.

First Part. — General Description.

Starting in the north from the Abyssinian frontier at a point in the « thalweg » of the *Uebi Daua* about 450 metres upstream from *Malca Rie,* the boundary passes, in a south-westerly direction, in a straight line through the point where the south bank of the *Uebi Daua* is intersected by the meridian of longitude 41° 54′ 36″.43 East of Greenwich to a point in the pool of *Damasa* so chosen as to afford equal watering facilities to both parties in the deepest portion of the pool without transgression of the frontier;

thence in a straight line and still in a south-westerly direction towards the centre of the well of *El Ghala* (of the *El Wak* group), which remains British, until this line is intersected by the meridian of longitude 40° 59′ 44″.34 East of Greenwich;

thence due south along this meridian, leaving the well of *El Sciama* in Italian territory, to its intersection with the parallel of South latitude 0° 50′ 00″.00;

thence in a straight line, in a south-easterly direction, towards the highest point of *Ras Chiamboni* until this line is intersected by the meridian of longitude which passes through a point at *Dar Es Salam* 15 metres inland from High Water Mark and due west of the southern extremity of the southernmost of the group of 5 islets known as *Diua Damasciaca*;

thence due south along this meridian as far as the point at *Dar Es Salam* defined above;

thence, in a south-easterly direction, to the limit of territorial waters in a straight line at right angles to the general trend of the coastline at *Dar Es Salam,* leaving the islets of *Diua Damasciaca* in Italian territory.

APPENDICE I.

Descrizione del confine tra la Somalia Italiana e la Colonia e Protettorato del Chenia.

Parte Prima. — Descrizione generale.

Partendo da nord, dal punto nel « thalweg » dell'*Uebi Daua* sulla frontiera abissina, a circa 450 metri a monte di *Malca Rie,* il confine passa, con direzione sud-ovest, in linea retta per il punto dove la riva meridionale dell'*Uebi Daua* è intersecata dal meridiano di longitudine 41° 54′ 36″,43 est di Greenwich, fino ad un punto nello stagno di *Damas* scelto in modo da permettere ad ambo le parti uguale disponibilità d'acqua nella parte più profonda dello stagno, senza violazione della frontiera;

di qui in linea retta ed ancora con direzione sud-ovest verso il centro del pozzo di *El Ghala* (del gruppo di *El Uach*), che rimane Inglese, fino a che detta linea è intersecata dal meridiano di longitudine 40° 59′ 44″,34 est di Greenwich;

di qui esattamente in direzione sud lungo detto meridiano, lasciando in territorio italiano il pozzo di *El Sciama,* fino alla sua intersezione col parallelo di latitudine australe 0° 50′ 00″,00;

di qui, in linea retta, in direzione sud-est verso il punto più alto di *Ras Chiamboni* finchè tale linea è intersecata dal meridiano che passa per un punto a *Dar Es Salam* a 15 metri verso l'interno della linea di livello delle alte maree, esattamente ad ovest dell'estremità meridionale della più meridionale del gruppo delle 5 isolette conosciute col nome *Diua Damasciaca*;

di qui esattamente in direzione sud, lungo detto meridiano fino al punto di *Dar Es Salam,* avanti definito;

di qui, in direzione sud-est, al limite delle acque territoriali, in linea retta perpendicolare al generale andamento della costa a *Dar Es Salam,* lasciando in territorio italiano le isolette di *Diua Damasciaca.*

Second Part. — Detailed Description.

The boundary throughout its length is traced on the ground by a lane approximately 4 metres wide cut through the vegetation, and is indicated in a more permanent manner by primary and secondary beacons at intervals, each of which will be described hereinafter. The primary beacons have been numbered consecutively from the north, and these numbers are marked in ordinary arabic figures on the side of the beacon facing *Italian Somaliland* and in original arabic figures on the side facing *Kenya*.

At each angle of the boundary line there is a masonry or cement primary beacon together with a supplementary beacon on each side to indicate the directions of the two boundary lines converging on that point.

For convenience of description the boundary is divided into sections, each section corresponding with one of the straight portions of the boundary line already defined in the « General Description ».

In each section, the lane is cut as nearly as possible in a straight line between its terminals; but owing to the errors inherent in the methods of survey adopted, very slight deviations from the straight line have inevitably resulted in certain localities.

All distances quoted hereinafter are reckoned from the northern terminal of the section concerned, and are correct to 100 metres.

The geographical positions of the points in the frontier zone given in Appendix II are those actually determined by astronomical and trigonometrical observations.

Normally the position of a control point, where a beacon was subsequently built, was fixed before the cut lane reached that point; but the positions of Primary Beacons Nos. 12, 24, 25, 26, 27 were dependent on astronomical observations made after the lane had been cut, and they are thus slightly displaced from the positions they should occupy.

Parte Seconda. — Descrizione particolareggiata.

Il confine, per tutta la sua lunghezza, è stato demarcato sul terreno con un « corridoio » approssimativamente della larghezza di metri 4, tagliato nella boscaglia e, in modo più permanente, individuato ad intervalli da cippi principali e secondari, ciascuno dei quali sarà descritto in appresso. I Cippi Principali sono stati numerati cominciando dal nord ed i numeri d'ordine sono marcati in cifra araba ordinaria sulla parte del cippo rivolta verso la *Somalia Italiana* ed in cifra araba originale sulla parte rivolta verso il *Chenia*.

A ciascun vertice della linea di confine trovasi un cippo principale in muratura o cemento assieme ad altri due sussidiari disposti da una parte e dall'altra e che servono ad indicare la direzione delle due linee di confine convergenti nel vertice di esso.

Si ritiene conveniente, per la descrizione del confine, suddividerlo in sezioni, ciascuna delle quali corrispondente ad un tratto rettilineo della linea di confine, secondo quanto è stato detto nella « Descrizione Generale ».

In ciascuna sezione il corridoio è stato tagliato in linea quanto più possibile retta fra i due punti estremi, ma, dati gli errori inerenti ai metodi geodetici adottati, si è avuta necessariamente qualche piccola deviazione dalla linea retta in alcune località.

Tutte le distanze che saranno in appresso citate sono contate dal punto nord del tratto in esame e saranno approssimate al centinaio di metri.

Le posizioni geografiche dei punti della zona della frontiera, indicati nell'Appendice II, sono state esattamente determinate con operazioni astronomiche e geodetiche.

Normalmente la posizione di un punto di controllo, dove poi è stato posto un cippo, è stata fissata prima che il corridoio arrivasse a quel punto, ma le posizioni dei Cippi Principali n. 12, 24, 25, 26 e 27 sono dipendenti dalle osservazioni astronomiche eseguite dopo che il corridoio era già stato tagliato e quindi risultano di poco spostate rispetto al punto che avrebbero dovuto occupare.

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For two small lengths of a few metres, the boundary is indicated by alignment only. These are: —

a length in the north between Primary Beacon No. 1 and the *Abyssinian* frontier,

and a length in the south from Primary Beacon No. 29 to the sea.

Section 1.

From Primary Beacon No. 1 (Malca Rie) to Primary Beacon No. 6 (Damasa).

Distances
Distanze

Leaving the cemented masonry Primary Beacon No. 1 on the south bank of the *Uebi Daua* at its intersection with the meridian of longitude 41°54′36″.43 East of Greenwich, the boundary passes in a south-westerly direction: —

Km. 1.4 through two secondary cairns astride the track leading southwards from *Malka Got* in *Kenya*;

4.0 through a secondary cairn and the adjacent cemented masonry Primary Beacon No. 2 located astride the road leading from *Madera* in *Kenya* to *Malca Rie* in *Italian Somaliland*;

5.9 through two secondary cairns astride the track leading from *Malka Madera Yeri* in *Kenya* to *Coriamu* in *Italian Somaliland*;

6.5 through two secondary cairns astride the road leading from the British military post of *Madera*, which lies km. 1.2 from the boundary, to *Dambala Ghessa* in *Italian Somaliland*;

7.5 - 8.5 through the area known as *Funa Guba*;

11.5 through a secondary cairn;

13.6 through two secondary cairns astride the track leading from *Hunduda* in *Kenya* through the pool of *Gebia* which lies km. 2.2 in *Italian Somaliland* to *Gal Gali*, which is about 12 kilometres from the boundary;

19.9 through two secondary cairns astride the track leading from *Koromi*, which hill lies about 6 kilometres in *Kenya*, to *Gurgura* in *Italian Somaliland*;

21.5 through the cemented masonry Primary Beacon No. 3;

Per due piccoli tratti di pochi metri il confine risulta indicato soltanto da allineamenti. Essi sono:

un tratto a nord fra il Cippo Principale No. 1 e la frontiera dell'*Abissinia*,

ed un tratto a sud, dal Cippo Principale No. 29 al mare.

Sezione 1.

Dal Cippo Principale No. 1 (Malca Rie) al Cippo Principale No. 6 (Damas).

Partendo dal Cippo Principale No. 1, in muratura, sulla riva meridionale dell'*Uebi Daua*, dove essa interseca il meridiano 41° 54′ 36″,43 est Greenwich, la linea di confine va in direzione sud-ovest ed a:

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che con direzione sud viene da *Malka Got* nel *Chenia*;

incontra un cippo secondario, mucchio di sassi, eppoi il Cippo Principale No. 2 in muratura, entrambi disposti a cavallo della strada che da *Madera* nel *Chenia*, va a *Malca Rie* nella *Somalia Italiana*;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Malka Madera Yeri* nel *Chenia*, va a *Coriamu* nella *Somalia Italiana*;

incontra due cippi secondari, mucchi di sassi, a cavallo della strada che va dal campo militare Britannico di *Madera*, che si trova a km. 1,2 dal confine, a *Dambala Ghessa* nella *Somalia Italiana*;

attraversa la zona conosciuta col nome di *Funa Guba*;

incontra un cippo secondario, mucchio di sassi;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Hunduda* nel *Chenia*, passando per lo stagno di *Gebia*, che resta per km. 2,2 nella *Somalia Italiana*, va a *Gal Gali* che si trova a circa 12 chilometri dal confine;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Koromi*, collina che si trova a circa 6 chilometri nel *Chenia*, va a *Gurgura* nella *Somalia Italiana*;

incontra il Cippo Principale No. 3 in muratura;

ces
ize

24.1 through two secondary cairns astride the track leading southwards from *Hunduda* in *Kenya*;

25.8 through two secondary cairns astride a branch of the last-mentioned track north of *Bur Gawse*, which hill is in *Kenya*;

29.1 through two secondary cairns astride another branch of the same track, immediately south of *Bur Gawse*;

30.9 through two secondary cairns astride the same track where it turns away from the boundary towards *Mata Arba* in *Italian Somaliland*;

31.6 through a secondary cairn;

35.8 through two secondary cairns astride the track leading from *Beila Machesa* in *Kenya* to *Mata Arba* in *Italian Somaliland*;

39.0 through the area known as *Hareri Hawseli*;

41.6 through a secondary cairn;

48.0 through the area known as *Hara Gulgula*;

50.0 through a grave;

51.5 through the cemented masonry Primary Beacon No. 4, leaving the hill of *Mata Arba* about 9 kilometres in *Italian Somaliland*;

55.8 through two secondary cairns astride the track leading from *Hafura* past *Ber Hawamadi* in *Kenya* to *El Uara* which well lies in *Italian Somaliland* km. 2.1 from the boundary;

61.5 through a secondary cairn;

70.4 through two secondary cairns astride the track passing between *Finno* and *Hegali* in a south-easterly direction;

72.0 through a large Primary Cairn erected on the south-east spur of the hill of *Finno*, the summit of which lies in *Kenya*;

74.0 through the cemented masonry Primary Beacon No. 5 and the adjacent secondary cairn, located astride the track leading from *Hafura* in *Kenya* to *Iacle* in *Italian Somaliland*;

81.6 through a secondary cairn;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Hunduda* nel *Chenia*, va verso sud;

incontra due cippi secondari, mucchi di sassi, a cavallo di un ramo della predetta pista, a nord di *Bur Gawse*, collina che resta nel *Chenia*;

incontra due cippi secondari, mucchi di sassi, a cavallo di un altro ramo della predetta pista, immediatamente a sud di *Bur Gawse*;

incontra due cippi secondari, mucchi di sassi, a cavallo della predetta pista, dove essa volge dal confine verso *Mata Arba* nella *Somalia Italiana*;

incontra un cippo secondario, mucchio di sassi;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Beila Machesa* nel *Chenia*, va a *Mata Arba* nella *Somalia Italiana*;

attraversa la zona conosciuta col nome di *Hareri Hawseli*;

incontra un cippo secondario, mucchio di sassi;

attraversa la zona conosciuta col nome di *Hara Gulgula*;

incontra una tomba;

incontra il Cippo Principale No. 4, in muratura, lasciando la collina di *Mata Arba* nella *Somalia Italiana* a circa 9 chilometri;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Hafura*, passando per *Ber Hawamadi* nel *Chenia*, va ad *El Uara*, pozzo che resta nella *Somalia Italiana* a km. 2,1 dal confine;

incontra un cippo secondario, mucchio di sassi;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che va con direzione sud-est fra *Finno* ed *Hegali*;

incontra sul versante sud-est della collina di *Finno* un cippo principale costituito da un grande ammasso di sassi (la sommità della collina di *Finno* rimane nel *Chenia*);

incontra il Cippo Principale No. 5, in muratura, eppoi un cippo secondario, mucchio di sassi, disposti a cavallo della pista che da *Hafura* nel *Chenia*, va a *Iacle* nella *Somalia Italiana*;

incontra un cippo secondario, mucchio di sassi;

83.8 through two secondary cairns astride the track leading from *Berti Finno* in *Kenya* to *Gubbet Uasasa* in *Italian Somaliland*;

85.0 through two secondary cairns astride the track leading from *Berti Finno*, which shambas lie in *Kenya*, to *Iacle* in *Italian Somaliland*;

88.3
90.4 through four secondary cairns, two astride each of the two tracks leading from *Berti Finno* in *Kenya* to *Cuddama*, which lies km. 3.0 in *Italian Somaliland*, leaving *Bur Cus* about 2 kilometres in *Italian Somaliland*;

91.4 through a secondary cairn;

94.1 through two secondary cairns astride the track leading from *Manza* in *Kenya* to *Cuddama* in *Italian Somaliland*;

94.9 touching the east side of a small pool unnamed which remains in *Kenya*;

97.5 along the eastern slope of *Bur Manza*, which remains in *Kenya*;

100.0 through two secondary cairns astride the track leading from *Hawal Garba Hogi*, which lies km. 1.7 in *Kenya*, to *Cuddama* in *Italian Somaliland*;

101.6 through a secondary cairn;

109.9 through two secondary cairns astride the track leading from *Hawal Garba Hogi* in *Kenya* to *Damasa*;

111.6 through a cemented masonry pointer beacon on the north-east edge of the depression of *Damasa* to the cemented masonry Primary Beacon No. 6 located in the deepest portion of that pool.

Section 2.

From Primary Beacon No. 6 (Damasa) to Primary Beacon No. 8 (angle at *El Wak*).

Leaving Primary Beacon No. 6, the boundary passes in a south-westerly direction, the alignment being indicated by a cemented masonry pointer beacon on the south-west edge of the depression: —

1.8 through two secondary cairns astride the road from *Damasa* to *El Wak*;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Berti Finno* nel *Chenia*, va a *Gubbet Uasasa* nella *Somalia Italiana*;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Berti Finno*, sciambe che rimangono nel *Chenia*, va a *Iacle* nella *Somalia Italiana*;

incontra 4 cippi secondari, mucchi di sassi, accoppiati a cavallo delle due piste che da *Berti Finno*, nel *Chenia*, vanno a *Cuddama* che rimane a km. 3,0 nella *Somalia Italiana*, lasciando *Bur Cus* a circa 2 chilometri nella *Somalia Italiana*;

incontra un cippo secondario, mucchio di sassi;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Manza*, nel *Chenia*, va a *Cuddama*, nella *Somalia Italiana*;

incontra un piccolo stagno senza nome che viene sfiorato ad est e rimane nel *Chenia*;

taglia il versante orientale di *Bur Manza* che rimane nel *Chenia*;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Hawal Garba Hogi*, a km. 1,7 nel *Chenia*, va a *Cuddama* nella *Somalia Italiana*;

incontra un cippo secondario, mucchio di sassi;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Hawal Garba Hogi*, nel *Chenia*, va a *Damas*;

incontra il cippo sussidiario in muratura sulla riva nord-est della depressione dello stagno di *Damas*, eppoi il Cippo Principale No. 6 in muratura che si trova nel punto più profondo dello stagno.

Sezione 2.

Dal Cippo Principale No. 6 (Damas) al Cippo Principale No. 8 (vertice di *El Uach*).

Partendo dal Cippo Principale No. 6, la linea di confine va in direzione sud-ovest, seguendo l'allineamento indicato da successivo cippo sussidiario, in muratura, che si trova sul margine sud-ovest della depressione, ed a:

incontra due cippi secondari, mucchi di sassi, a cavallo della strada che da *Damas* va ad *El Uach*;

2.7	through a secondary cairn;
5.9	through two secondary cairns astride the road from *Damasa* to *El Wak*;
12.7	through a secondary cairn;
15.0	leaving the pool of *Avein Nur* km. 2.0 in *Italian Somaliland*;
21.0	leaving the pool of *Daba* km. 0.3 in *Italian Somaliland*;
22.7	through the cemented masonry Primary Beacon No. 7;
26.1	through a secondary cairn on the side of the road from *Damasa* to *El Wak* at a point where this road touches, but does not cross, the boundary on the *Italian Somaliland* side;
32.7	through a secondary cairn;
37.6	through two secondary cairns astride the track leading from *Jalanto Lango* in *Kenya* to *Uenti Dima* km. 1.0 in *Italian Somaliland*, leaving the pool of *Uenti Digo* km. 1.9 in *Italian Somaliland*;
40.0	through two secondary cairns astride the track leading from *Arda Dadaja* km. 1.0 in *Kenya* to *Uenti Dima*, in *Italian Somaliland*;
42.7	through a secondary cairn;
46.4	through two secondary cairns astride the track leading from *Jaba Kurmama* km. 0.8 in *Kenya* to *Uarsesa Raghi* km. 3.6 in *Italian Somaliland*;
49.3	through two secondary cairns astride the track leading northwards from *Golati*, which lies km. 3.0 in *Italian Somaliland*;
52.7	through a cemented masonry pointer beacon to the cemented masonry Primary Beacon No. 8, leaving *El Golija* and *El Saqo* in *Kenya* km. 2.4 and km. 4.1 respectively from this beacon.

	incontra un cippo secondario, mucchio di sassi;
	incontra due cippi secondari, mucchi di sassi, a cavallo della strada che da *Damas* va ad *El Uach*;
	incontra un cippo secondario, mucchio di sassi;
	lascia lo stagno di *Avein Nur* a km. 2,0 nella *Somalia Italiana*;
	lascia lo stagno di *Daba* a km. 0,3 nella *Somalia Italiana*;
	incontra il Cippo Principale No. 7 in muratura;
	incontra un cippo secondario, mucchio di sassi, disposto lateralmente alla strada che da *Damas* va a *El Uach*, nel punto ove la detta strada tocca il confine senza però attraversarlo e rimanendo dalla parte della *Somalia Italiana*;
	incontra un cippo secondario, mucchio di sassi;
	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Jalanto Lango*, nel *Chenia*, va a *Uenti Dima* a km. 1,0 nella *Somalia Italiana*, lasciando lo stagno di *Uenti Digo* a km. 1,9 nella *Somalia Italiana*;
	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Arda Dadaja*, a km. 1,0 nel *Chenia*, va a *Uenti Dima*, nella *Somalia Italiana*;
	incontra un cippo secondario, mucchio di sassi;
	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Jaba Kurmama*, a km. 0,8 nel *Chenia*, va a *Uarsesa Raghi*, a km. 3,6 nella *Somalia Italiana*;
	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Golati*, a km. 3,0 nella *Somalia Italiana*, va in direzione nord;
	incontra un cippo sussidiario, in muratura, eppoi il successivo Cippo Principale No. 8, in muratura, lasciando *El Golija* ed *El Saqo* nel *Chenia*, rispettivamente a km. 2,4 e km. 4,1 da questo cippo.

Annex 3

Distances
Distanze

Section 3.

From Primary Beacon No. 8 (angle at El Wak) to Primary Beacon No. 23 (Latitude 0°50'00".00 South, Longitude 40°59'44".34 East of Greenwich).

Leaving Primary Beacon No. 8, the boundary passes due south, the alignment being indicated by a cemented masonry pointer beacon: —

Km. 1.6 through two secondary cairns astride the track leading from *El Ghala* which lies km. 2.0 in *Kenya* to *Golati* in *Italian Somaliland*;

3.2 through the cemented masonry Primary Beacon No. 9, on the south side of the road leading from *El Ghala* in *Kenya* to *El Sciama* and *El Berù Hagia*, which wells lie km. 0.3 and km. 2.4 respectively in *Italian Somaliland*;

4.1 through two secondary cairns astride the junction of the two tracks leading from *El Bisq* and *El Dargula*, respectively km. 1.0 and km. 7.0 in *Kenya*, to *Gof* in *Italian Somaliland*;

4.6 through two secondary cairns astride the track leading from *El Sciama* in *Italian Somaliland* in a direction south-south-west;

9.0 - 12.0 through the area known as *Rama Gedoli*;

13.2 through a secondary cairn;

13.5 through two secondary cairns astride the track leading from *El Ghala* through *Megag*, in *Kenya* and *Rama Gedoli* to *Meri* in *Italian Somaliland*;

20.0 - 25.0 through the area known as *Gol Kio*;

23.1 through a secondary cairn;

24.9 through two secondary cairns astride the track leading in a direction north-north-east from *Wel Gersi*, which lies km. 1.3 in *Kenya*;

28.2 through two secondary cairns astride the track leading from *Wel Gersi* in *Kenya* to *Meri* in *Italian Somaliland*;

33.3 through the cemented masonry Primary Beacon No. 10;

Sezione 3.

Dal Cippo Principale No. 8 (vertice di El Uach) al Cippo Principale No. 23 (latitudine australe 0°50'00",00, longitudine est Greenwich 40°59'44",34).

Partendo dal Cippo Principale No. 8, la linea di confine volge esattamente in direzione sud, secondo l'allineamento indicato da un cippo sussidiario in muratura, ed a:

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *El Ghala*, che si trova a km. 2,0 nel *Chenia*, va a *Golati*, nella *Somalia Italiana*;

incontra il Cippo Principale No. 9, in muratura, sul lato sud della strada che da *El Ghala*, nel *Chenia*, va ad *El Sciama* ed *El Berù Hagia*, pozzi che rimangono rispettivamente a km. 0,3 e km. 2,4 nella *Somalia Italiana*;

incontra due cippi secondari, mucchi di sassi, a cavallo della congiunzione delle due piste che da *El Bisq* ed *El Dargula*, rispettivamente a km. 1,0 e km. 7,0 nel *Chenia*, vanno a *Gof* nella *Somalia Italiana*;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *El Sciama*, nella *Somalia Italiana*, va in direzione sud-sud-ovest;

attraversa la zona conosciuta col nome di *Rama Gedoli*;

incontra un cippo secondario, mucchio di sassi;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *El Ghala*, passando per *Megag*, nel *Chenia* e *Rama Gedoli*, va a *Meri* nella *Somalia Italiana*;

attraversa la zona conosciuta col nome di *Gol Kio*;

incontra un cippo secondario, mucchio di sassi;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Wel Gersi* va in direzione nord-nord-est, lasciando *Wel Gersi* a km. 1,3 nel *Chenia*;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Wel Gersi*, nel *Chenia*, va a *Meri* nella *Somalia Italiana*;

incontra il Cippo Principale No. 10 in muratura;

35.4 through two secondary cairns astride the track leading from *Falama* in *Kenya* to *Bilaca* in *Italian Somaliland*;

37.1 through two secondary cairns astride the track leading from *Daka Laftu* in *Kenya* round the north of the area known as *Bute* to *Bilaca* in *Italian Somaliland*;

42.0 through the area known as *Bute*;

43.3 through a secondary cairn;

50.0 leaving the hill of *Ghedo Samà* in *Italian*

53.3 *Somaliland*;

through a secondary cairn;

54.1 through two secondary cairns astride the track leading from *Ramu* in *Kenya* through *Ilalo* to *Bilaca* in *Italian Somaliland*, leaving the group of wells of *Ilalo* about a third of a kilometre in *Italian Somaliland*;

62.0 through two secondary cairns astride the track leading from *Ali Golo* in *Kenya* to *Gorgala*, which is km. 2.0 in *Italian Somaliland*, leaving a small pool unnamed km. 0.2 in *Kenya*;

63.4 through the cemented masonry Primary Beacon No. 11;

73.4 through a secondary cairn on the north side of the track leading from *El Kura*, which is km. 1.8 in *Kenya*, to *Hara Cadera* in *Italian Somaliland*;

76.1 through two secondary cairns astride the track leading from *Kura Yeri* in *Kenya* to *Hara Cadera* in *Italian Somaliland*;

82.4 through two secondary cairns astride the track leading from *Kura* in *Kenya* in a direction south-south-east;

88.4 through a secondary cairn;

90.1 through two secondary cairns astride the track leading from *Konton* in *Kenya* to *Serenli* in *Italian Somaliland*;

97.0 through a secondary cairn and the adjacent cemented masonry Primary Beacon No. 12 located astride the road from *Wajer Bor* in *Kenya* to *Serenli* in *Italian Somaliland*, leaving the pool of *Dadol* km. 0.2 in *Kenya*;

103.3 through a secondary cairn;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Falama* nel *Chenia* va a *Bilaca* nella *Somalia Italiana*;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Daka Laftu* nel *Chenia*, passando a nord della zona di *Bute*, va a *Bilaca*, nella *Somalia Italiana*;

attraversa la zona conosciuta col nome di *Bute*;

incontra un cippo secondario, mucchio di sassi;

lascia la collina di *Ghedo Samà* nella *Somalia Italiana*;

incontra un cippo secondario, mucchio di sassi;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Ramu* nel *Chenia* e passando per *Ilalo* va a *Bilaca* nella *Somalia Italiana*, lasciando a circa un terzo di chilometro il gruppo dei pozzi di *Ilalo* nella *Somalia Italiana*;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Ali Golo* nel *Chenia*, va a *Gorgala*, che si trova a km. 2,0 nella *Somalia Italiana*, lasciando un piccolo stagno senza nome a km. 0,2 nel *Chenia*;

incontra il Cippo Principale No. 11 in muratura;

incontra un cippo secondario, mucchio di sassi al lato nord della pista che, da *El Kura* che si trova a km. 1,8 nel *Chenia*, va ad *Hara Cadera* nella *Somalia Italiana*;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Kura Yeri*, nel *Chenia*, va ad *Hara Cadera*, nella *Somalia Italiana*;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Kura* nel *Chenia*, va in direzione sud-sud-est;

incontra un cippo secondario, mucchio di sassi;

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da *Konton* nel *Chenia* va a *Serenli* nella *Somalia Italiana*;

incontra un cippo secondario, mucchio di sassi, eppoi il Cippo Principale No. 12 in muratura disposti a cavallo della strada che da *Wajer Bor* nel *Chenia* va a *Serenli* nella *Somalia Italiana*, lasciando lo stagno di *Dadol* a km. 0,2 nel *Chenia*;

incontra un cippo secondario, mucchio di sassi;

Annex 3

Distances
...ze

Km. 104.0 leaving two small pools unnamed km. 0.2 in *Kenya*;

113.1 through a small pool unnamed;

113.3 through a secondary cairn;

121.4 leaving the pools of *Bactili* about 1 ½ kilometres in *Italian Somaliland*;

123.2 through the cemented masonry Primary Beacon No. 13;

127.6 through two secondary cairns astride the road leading from *Wel Garas*, which is km. 4.4 in *Kenya*, to *Gherille*, which is km. 4.9 in *Italian Somaliland*;

132.7 through a secondary cairn;

142.7 through a secondary cairn;

152.7 through the cement Primary Beacon No. 14;

155.0 crossing the track leading from *Wel Adi* in *Kenya* to the *Gololati–Escudutca* track;

158.3 crossing the track leading from *Gololati* in *Kenya* to *Escudutca* in *Italian Somaliland*;

162.7 through a secondary cairn;

172.9 through a secondary cairn;

182.9 through the cement Primary Beacon No. 15;

187.5 crossing the track leading from *Hambalash* to *Dif*, both of which places are in *Kenya*;

193.0 through a secondary cairn;

199.6 crossing *Lak Bisq*;

199.8 crossing the track leading from *Hambalash* to *Dif*, both of which places are in *Kenya*;

201.8 through the cement Primary Beacon No. 16 and the adjacent secondary cairn, located astride the motor road from *Wajer Dima* in *Kenya* to *Afmadù* in *Italian Somaliland*, leaving the group of pools of *Dif* about 1 kilometre in *Kenya*;

211.8 (*) through a secondary earth gabion;

216.8 crossing the track running in a north-westerly direction from *Abodili* in *Italian Somaliland*;

(*) The secondary earth gabions on the boundary will be replaced by cement or masonry beacons or by cairns under the terms of paragraph 14 of the Agreement.

lascia due stagni senza nome a km. 0,2 nel *Chenia*;

incontra un piccolo stagno senza nome;

incontra un cippo secondario, mucchio di sassi;

lascia gli stagni di *Bactili* a circa 1 ½ chilometri nella *Somalia Italiana*;

incontra il Cippo Principale No. 13 in muratura;

incontra due cippi secondari, mucchi di sassi, a cavallo della strada che da *Wel Garas* che si trova a km. 4,4 nel *Chenia*, va a *Gherille* che si trova a km. 4,9 nella *Somalia Italiana*;

incontra un cippo secondario, mucchio di sassi;

incontra un cippo secondario, mucchio di sassi;

incontra il Cippo Principale No. 14 in cemento;

taglia la pista che da *Wel Adi* nel *Chenia*, va alla pista *Gololati–Escudutca*;

taglia la pista che da *Gololati* nel *Chenia* va a *Escudutca* nella *Somalia Italiana*;

incontra un cippo secondario, mucchio di sassi;

incontra un cippo secondario, mucchio di sassi;

incontra il Cippo Principale No. 15 in cemento;

taglia la pista che da *Hambalash* va a *Dif*, entrambe queste località rimanenti nel *Chenia*;

incontra un cippo secondario, mucchio di sassi;

attraversa il *Lak Bisq*;

taglia la pista che da *Hambalash* va a *Dif*, entrambe queste località rimanenti nel *Chenia*;

incontra il Cippo Principale No. 16, in cemento, eppoi un cippo secondario, mucchio di sassi, disposti a cavallo della strada camionabile che da *Wajer Dima*, nel *Chenia*, va ad *Afmadù* nella *Somalia Italiana*, lasciando il gruppo degli stagni di *Dif* a circa 1 chilometro nel *Chenia*;

(*) incontra un cippo secondario, in ramaglia e terra;

taglia una pista che da *Abodili*, nella *Somalia Italiana*, va in direzione nord-ovest;

(*) I cippi secondari di ramaglia e terra sul confine saranno sostituiti con cippi in cemento, muratura o mucchi di sassi, secondo quanto è detto al paragrafo 14 dell'Accordo.

21.8 (*) through a secondary earth gabion;

32.0 through the cement Primary Beacon No. 17;

42.0 (*) through a secondary earth gabion;

51.9 (*) through a secondary earth gabion;

56.0 (*) through the cement Primary Beacon No. 18 and the adjacent secondary earth gabion located astride the road from *Benani* in *Kenya* to *Au* in *Italian Somaliland*;

66.4 crossing *Lak Ghorqani*, in which the « bisq » scrub is particularly dense;

62.0 crossing *Lak Dera*;

67.0 (*) through a secondary earth gabion and the adjacent cement Primary Beacon No. 19, located astride the track leading from *Liboi* in *Kenya* to *Dobli* in *Italian Somaliland*;

79.2 through a small pool unnamed;

82.0 (*) through a secondary earth gabion;

92.0 (*) through a secondary earth gabion;

02.0 (*) through a secondary earth gabion;

12.2 through the cement Primary Beacon No. 20, approximately on the Equator;

22.0 (*) through a secondary earth gabion;

29.7 (*) through a secondary earth gabion and the adjacent cement Primary Beacon No. 21, located astride the track leading in a north-westerly direction from *Dib Ul Chena* in *Italian Somaliland*;

41.8 (*) through a secondary earth gabion;

49.8 crossing the road leading from *Jara Jila*, which lies km. 2.6 in *Kenya*, to *Cormale* in *Italian Somaliland*;

51.7 (*) through a secondary earth gabion;

65.8 through the area known as *Uarrach*;

61.7 (*) through a secondary earth gabion;

(*) See footnote on page 17.

(*) incontra un cippo secondario, in ramaglia e terra;

incontra il Cippo Principale No. 17, in cemento;

(*) incontra un cippo secondario, in ramaglia e terra;

(*) incontra un cippo secondario, in ramaglia e terra;

(*) incontra il Cippo Principale No. 18 in cemento, eppoi un cippo secondario in ramaglia e terra, disposti entrambi a cavallo della strada che da *Benani*, nel *Chenia*, va ad *Au*, nella *Somalia Italiana*;

attraversa il *Lak Ghorqani* con fittissima vegetazione di « bisseca » nel letto di esso;

attraversa il *Lach Dera*;

(*) incontra un cippo secondario in ramaglia e terra eppoi il Cippo Principale No. 19 in cemento, disposti a cavallo della pista che da *Liboi*, nel *Chenia*, va a *Dobli*, nella *Somalia Italiana*;

incontra un piccolo stagno senza nome;

(*) incontra un cippo secondario, in ramaglia e terra;

(*) incontra un cippo secondario, in ramaglia e terra;

(*) incontra un cippo secondario, in ramaglia e terra;

incontra il Cippo Principale No. 20 in cemento, approssimativamente sull'equatore;

(*) incontra un cippo secondario, in ramaglia e terra;

(*) incontra un cippo secondario, in ramaglia e terra, eppoi il Cippo Principale No. 21, in cemento, disposti a cavallo della pista che da *Dib Ul Chena*, nella *Somalia Italiana*, va in direzione nord-ovest;

(*) incontra un cippo secondario, in ramaglia e terra;

taglia la strada che da *Jara Jila* a km. 2.6 nel *Chenia* va a *Cormale* nella *Somalia Italiana*;

(*) incontra un cippo secondario, in ramaglia e terra;

attraversa la regione conosciuta col nome di *Uarrach*;

(*) incontra un cippo secondario, in ramaglia e terra;

(*) Vedi nota a pag. 17.

Annex 3

Km. 369.6 touching the east edge of the pool of *Gangesa*, which remains entirely in *Kenya*;

371.8 (*) through a secondary earth gabion, leaving the pool of *Dubra* km. 2.9 in *Italian Somaliland*;

375.8 through the cement Primary Beacon No. 22 on the south side of the road leading from *War Dod* in *Kenya* to *Cauitti* in *Italian Somaliland*, leaving the pool of *Bakaja Obe* km. 2.7 in *Kenya* and that of *Corio Cauitti* km. 2.3 in *Italian Somaliland*;

381.2 crossing the track leading from *Bakaja Obe* in *Kenya*, to *Gurara*, which pool is km. 2.1 in *Italian Somaliland*;

381.8 (*) through a secondary earth gabion;

387.4 between the two pools of *Mata Arba*, the larger one falling in *Kenya*, the smaller in *Italian Somaliland*;

390.7 touching the west edge of the pool of *Cascia Debin*, which remains entirely in *Italian Somaliland*;

391.8 (*) through a secondary earth gabion;

392.1 a grave which lies immediately on the east of the boundary;

400.0 - 400.4 crossing *Lach Sara*;

402.4 crossing the track leading from *Kasha Gurgurda* in *Kenya* to *Mug Domaro* in *Italian Somaliland*, leaving the pool of *Sara* km. 0.5 in *Italian Somaliland*;

404.2 through a cement pointer beacon to the cement Primary Beacon No. 23.

Section 4.

From Primary Beacon No. 23 (Latitude 0°50'00".00 South, Longitude 40°59'44".34 East of Greenwich to Primary Beacon No. 28 (angle near Chiamboni).

Leaving Primary Beacon No. 23, the boundary passes in a south-easterly direction, the alignment being indicated by a cement pointer beacon: —

(*) See footnote on page 17.

tocca lo stagno di *Gangesa* sulla sponda est in modo da lasciarlo completamente nel *Chenia*;

(*) incontra un cippo secondario, in ramaglia e terra, lasciando lo stagno di *Dubra* a km. 2,9 nella *Somalia Italiana*;

incontra il Cippo Principale No. 22, in cemento, al lato sud della strada che da *War Dod* nel *Chenia* va a *Cauitti* nella *Somalia Italiana*, lasciando lo stagno di *Bakaja Obe* a km. 2,7 nel *Chenia* e quello di *Corio Cauitti* a km. 2,3 nella *Somalia Italiana*;

taglia la pista che da *Bakaja Obe* nel *Chenia*, va a *Gurara*, stagno che si trova a km. 2,1 nella *Somalia Italiana*;

(*) incontra un cippo secondario, in ramaglia e terra;

passa fra i due stagni di *Mata Arba* lasciando il più grande nel *Chenia* ed il più piccolo nella *Somalia Italiana*;

incontra, sfiorandolo ad est, lo stagno di *Cascia Debin*, che rimane completamente nella *Somalia Italiana*;

(*) incontra un cippo secondario, in ramaglia e terra;

lascia una tomba immediatamente ad est del confine;

attraversa il *Lach Sara*;

taglia la pista che va da *Kasha Gurgurda* nel *Chenia* a *Mug Domaro* nella *Somalia Italiana*, lasciando lo stagno di *Sara* a km. 0,5 nella *Somalia Italiana*;

incontra un cippo sussidiario in cemento eppoi il Cippo Principale No. 23 pure in cemento.

Sezione 4.

Dal Cippo Principale No. 23 (latitudine australe 0°50'00".00, longitudine est Greenwich 40°59'44".34)

al Cippo Principale No. 28 (vertice di Chiamboni).

Partendo dal Cippo Principale No. 23, il confine volge in direzione sud-est seguendo l'allineamento indicato da un cippo sussidiario in cemento ed a:

(*) Vedi nota a pag. 17.

crossing a « lak » unnamed ;

through two cement secondary beacons astride the road leading from *Ilkabere* in *Kenya* to *Mug Domaro* in *Italian Somaliland* ;

through a cement secondary beacon ;

crossing the road leading from *Odolabambu* in *Kenya* to *Ulaul* in *Italian Somaliland* ;

crossing the track leading from the group of pools of *Dambala* in *Kenya* to *Ulaul* in *Italian Somaliland* ;

through two cement secondary beacons astride the road leading from *Dambala* in *Kenya* to *Cussa* in *Italian Somaliland* ;

through two cement secondary beacons astride the track leading from *Konoghori* in *Kenya* to *Dola* in *Italian Somaliland* ;

through the cement Primary Beacon No. 24 ;

through a cement secondary beacon opposite the pool of *Juma Korke* which lies in *Kenya* ;

through a series of three cement secondary beacons spaced across the scattered tracks leading from *Rama Jebia* in *Kenya* to *Hola Dugium* in *Italian Somaliland* ;

through a series of five cement secondary beacons accentuating the partition of the pools of *Kolbio* ;

through a series of three cement secondary beacons spaced across the scattered tracks on the caravan route leading from *Lama Det* in *Kenya* to *Uama Idu* in *Italian Somaliland* ;

through the cement Primary Beacon No. 25, in the area of *Did Sanga* ;

passing a small pool unnamed which falls in *Kenya* ;

through a cement secondary beacon ;

through a belt of forest with dense undergrowth, known as the « bada » ;

crossing the *Lak* at *Gibitcilaua* which remains in *Italian Somaliland* ;

through a cement secondary beacon ;

through another belt of the « bada » ;

leaving the group of pools of *Hele Keberye* km. 0.4 in *Kenya* ;

through two cement secondary beacons on the edge of the depression of a pool unnamed half-way between the groups of *Kon Tuwari* in

attraversa un « lach » senza nome ;

incontra due cippi secondari, in cemento, a cavallo della strada che da *Ilkabere* nel *Chenia* va a *Mug Domaro* nella *Somalia Italiana* ;

incontra un cippo secondario, in cemento ;

incontra una pista che da *Odolabambu* nel *Chenia* va a *Ulaul* nella *Somalia Italiana* ;

incontra la pista che dal gruppo di stagni di *Dambala* nel *Chenia* va ad *Ulaul* nella *Somalia Italiana* ;

incontra due cippi secondari, in cemento, a cavallo della strada che da *Dambala* nel *Chenia* va a *Cussa* nella *Somalia Italiana* ;

incontra due cippi secondari, in cemento, a cavallo della pista che da *Konoghori*, nel *Chenia*, va a *Dola*, nella *Somalia Italiana* ;

incontra il Cippo Principale No. 24, in cemento ;

incontra un cippo secondario, in cemento, di fronte allo stagno di *Juma Korke* che rimane nel *Chenia* ;

incontra una serie di tre cippi secondari in cemento disposti ad intervalli sul fascio di piste che da *Rama Jebia*, nel *Chenia*, vanno ad *Hola Dugium* nella *Somalia Italiana* ;

incontra una serie di cinque cippi secondari, in cemento, in modo da rendere più evidente la suddivisione degli stagni di *Kolbio* ;

incontra una serie di tre cippi secondari, in cemento, disposti ad intervalli sul fascio di piste sulla carovaniera che da *Lama Det*, nel *Chenia*, vanno a *Uama Idu* nella *Somalia Italiana* ;

incontra il Cippo Principale No. 25, in cemento, nella zona di *Did Sanga* ;

lascia un piccolo stagno senza nome nel *Chenia* ;

incontra un cippo secondario in cemento ;

attraversa una zona di foresta con fitta boscaglia, conosciuta col nome di « bada » ;

attraversa il *Lach* a *Gibitcilaua* che rimane nella *Somalia Italiana* ;

incontra un cippo secondario in cemento ;

attraversa un'altra zona di « bada » ;

lascia il gruppo di stagni di *Hele Keberye* a km. 0,4 nel *Chenia* ;

incontra due cippi secondari in cemento, sul margine della depressione dello stagno senza nome, che è a mezza strada fra *Kon Tuwari*

Annex 3

Kenya and *Nuidi* in *Italian Somaliland*, the pool lying in *Italian Somaliland*;

Km. 80.1 through a cement secondary beacon, leaving the pool of *Doria* in *Kenya* and that of *Bùrrada Ier* in *Italian Somaliland*;

89.5 through a cement secondary beacon and the adjacent cement Primary Beacon No. 26, which accentuate the division of a pool unnamed lying astride the boundary;

90.7 through a cement secondary beacon on the south-east side of the track leading from *Mbogo* in *Kenya* to the group of pools of *Labchelli* which lies about $^1/_2$ kilometre in *Italian Somaliland*;

95.7 through two cement secondary beacons astride the track leading from *Wanyeka* in *Kenya* to *Baraca* in *Italian Somaliland*, leaving *Kon Malabi* in *Kenya*;

97.0 through two cement secondary beacons astride the track leading from *Pepechono* km. 0.4 in *Kenya* to *Billada* km. 2.9 in *Italian Somaliland*;

99.3 through the cemented masonry Primary Beacon No. 27 on top of the most inland ridge of the coastal hills;

100.1 – 101.2 through a series of five cemented masonry secondary beacons spaced across a clearing, the last of the series being on the north side of the track leading from *Jawasi* in *Kenya* to *Comauala* which lies km. 1.1 in *Italian Somaliland*;

101.9 through a cemented masonry secondary beacon on the north side of the track leading from *Mwangati* in *Kenya* to *Meri* in *Italian Somaliland*;

103.5 – 104.1 through a series of four cemented masonry secondary beacons spaced across the shambas;

105.9 through a cemented masonry pointer beacon to the cemented masonry Primary Beacon No. 28.

Section 5.

From Primary Beacon No. 28 (angle near Chiamboni)
to Primary Beacon No. 29 (Dar Es Salam).

Leaving Primary Beacon No. 28, the boundary passes due south, the alignment being indicated by a cemented masonry pointer beacon: —

nel *Chenia* e *Nuidi* nella *Somalia Italiana*, e che resta nella *Somalia Italiana*;

incontra un cippo secondario in cemento, lasciando lo stagno di *Doria* nel *Chenia* e quello di *Bùrrada Ier* nella *Somalia Italiana*,

incontra un cippo secondario in cemento e subito dopo il Cippo Principale No. 26 in cemento, che rendono più evidente la divisione dello stagno senza nome che si trova a cavallo del confine;

incontra un cippo secondario in cemento a sud-est della pista che da *Mbogo* nel *Chenia* va al gruppo di stagni di *Labchelli* che rimane a circa mezzo chilometro nella *Somalia Italiana*;

incontra due cippi secondari, in cemento, a cavallo della pista che da *Wanyeka* nel *Chenia* va a *Baraca* nella *Somalia Italiana*, lasciando *Kon Malabi* nel *Chenia*;

incontra due cippi secondari, in cemento, a cavallo della pista che da *Pepechono* a km. 0,4 nel *Chenia* va a *Billada* a km. 2,9 nella *Somalia Italiana*;

incontra il Cippo Principale No. 27 in muratura disposto proprio sulla sommità della più interna collina dalla costa;

incontra una serie di cinque cippi secondari in muratura, disposti ad intervalli in una pianura e l'ultimo dei quali trovasi a nord della pista che da *Jawasi* nel *Chenia* va a *Comauala* nella *Somalia Italiana*, stagno che resta a km. 1,1;

incontra un cippo secondario in muratura a nord della pista che da *Mwangati* nel *Chenia* va a *Meri* nella *Somalia Italiana*;

incontra una serie di quattro cippi secondari in muratura disposti ad intervalli nelle sciambe;

incontra un cippo sussidiario in muratura eppoi il Cippo Principale No. 28 in muratura.

Sezione 5.

Dal Cippo Principale No. 28 (vertice di Chiamboni)
al Cippo Principale No. 29 (Dar Es Salam).

Partendo dal Cippo Principale No. 28, il confine volge esattamente in direzione sud, secondo l'allineamento indicato da un cippo sussidiario in muratura ed a:

1.5	leaving the pool of *Mado* km. 0.1 in *Kenya* ;	lascia lo stagno di *Mado* a km. 0,1 nel *Chenia* ;
4.1	leaving the pool of *Con Sagàrada* km. 0.1 in *Italian Somaliland* ;	lascia lo stagno di *Con Sagàrada* a km. 0,1 nella *Somalia Italiana* ;
3 - 6.5	through a series of five secondary cairns of coral spaced across open ground to the coastal road ;	incontra una serie di cinque cippi secondari, mucchi di sassi di materiale corallino, disposti ad intervalli nella pianura presso la strada lungo la costa ;
7.0	through a cemented masonry pointer beacon to the large cemented masonry Primary Beacon No. 29 at *Dar Es Salam*.	incontra un cippo sussidiario in muratura, eppoi il grande Cippo Principale No. 29 pure in muratura a *Dar Es Salam*.

Annex 4

Exchange of Notes between His Majesty's Government in the United Kingdom and the Italian Government regarding the Boundary between Kenya and Italian Somaliland (22 Nov. 1933), U.K.T.S. No. 1, Cmd. 4491 (1934)

ITALY /



Treaty Series No. 1 (1934)

Exchange of Notes

between His Majesty's Government in the United Kingdom
and the Italian Government
regarding the

Boundary between Kenya and Italian Somaliland

with the Agreement of the Boundary Commission,
Appendices and Map

London, November 22, 1933

Presented by the Secretary of State for Foreign Affairs
to Parliament by Command of His Majesty

LONDON
PRINTED AND PUBLISHED BY HIS MAJESTY'S STATIONERY OFFICE
To be purchased directly from H.M. STATIONERY OFFICE at the following addresses
Adastral House, Kingsway, London, W.C.2; 120, George Street, Edinburgh 2
York Street, Manchester 1; 1, St. Andrew's Crescent, Cardiff
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1934
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Cmd. 4491

EXCHANGE OF NOTES BETWEEN HIS MAJESTY'S GOVERNMENT IN THE UNITED KINGDOM AND THE ITALIAN GOVERNMENT REGARDING THE BOUNDARY BETWEEN KENYA AND ITALIAN SOMALILAND, WITH THE AGREEMENT OF THE BOUNDARY COMMISSION, APPENDICES AND MAP.

London, November 22, 1933.

No. 1.

Sir John Simon to M. Grandi.

Foreign Office, London,
November 22, 1933.

Your Excellency,

I HAVE the honour to inform your Excellency that His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland desire to proceed by means of an exchange of notes to the formal confirmation of the Agreement signed at Florence on the 17th December, 1927, recording the decisions of the Commission appointed under Article 12 of the Anglo-Italian Boundary Treaty signed at London on the 15th July, 1924,(1) for the demarcation of the boundary between the Colony and Protectorate of Kenya and Italian Somaliland.

2. Printed copies of the Agreement as signed, together with the appendices and corrigenda and addenda thereto and the original signed map(2) mentioned therein, are enclosed herewith, and I have the honour to request that you will inform me whether the Italian Government are willing to confirm the said Agreement. In that event, I have the honour to propose that the date of this note shall be regarded as the date of confirmation of the Agreement for the purpose of Article 8 (*c*) thereof.

3. As regards the adoption of measures for the maintenance of a permanent line of boundary demarcation and the reconstruction of the beacons on the frontier between the Colony and Protectorate of Kenya and Italian Somaliland, I have the honour to inform you that His Majesty's Government in the United Kingdom accept, in the following terms, the recommendations which were agreed upon by the representatives of the Kenya and Jubaland Governments at Isiolo and Kismayu on the 27th August, 1930 :—

(1) Such of the twenty-nine principal beacons placed by the Anglo-Italian Jubaland Boundary Commission and indicated on the coloured map attached to the Agreement of the 17th December, 1927, as are not in good condition shall be reconstructed on their existing sites in iron planted on a base of cement.

(1) "Treaty Series No. 29 (1925)," Cmd. 2427.
(2) Original map not reproduced. A map illustrating the boundary is annexed.

3

(2) Between the principal beacons a straight track 3 metres in width shall be constructed and cleared of tree stumps and overhanging vegetation. This track will pass round the bases of the principal beacons so as to permit of the free passage of a lorry without it being driven over the beacon.

(3) The above arrangements will be undertaken under the supervision of two topographical experts, one Italian and one British, who will trace out on the ground the alignment of the track on the basis of the delineation already fixed by the Mixed Anglo-Italian Commission.

(4) The expenses incurred in connexion with the carrying out of the above arrangements will be shared equally by the two local Governments concerned.

(5) After the boundary has been repaired in accordance with the above-mentioned arrangements, the future maintenance of the track and of the principal beacons will be undertaken as follows: The Government of Kenya will undertake at their expense the maintenance of the track and principal beacons from beacon No. 1 (Malca Rie) to beacon No. 15 (excluding the beacon). The Government of Italian Somaliland will undertake at their expense the maintenance of the track and principal beacons from beacon No. 15 (inclusive) to beacon No. 29 (Dar-es-Salaam).

(6) Two years from the date of the completion of the repair of the boundary, and thereafter biennially, the Government of Kenya and the Government of Italian Somaliland will each appoint a representative who will conduct a joint inspection of the boundary and submit a joint report on its condition to each of the above-mentioned Governments. Each Government will be responsible for the payment of the expenses incurred in this connexion by their own representatives.

(7) All boundary beacons are under the joint protection of the British and Italian Governments.

(8) Should it be subsequently necessary to mark the boundary more exactly by further beacons, each Government shall send a representative for the construction of the intermediate beacons; the position of these intermediate beacons shall be regulated by the course of the boundary marked on the map annexed to the Agreement.

4. If the Italian Government concur in the terms of the foregoing clauses, I have the honour to suggest that this note, with the printed copy of the Agreement and the original map hereunto annexed, together with your Excellency's reply in similar terms, shall be regarded as constituting with effect from the date of this note, a definitive agreement between the two Governments in regard to the demarcation and maintenance of the boundary.

I have, &c.

JOHN SIMON.

Enclosure in No. 1.

Agreement in which are recorded the decisions of the Commission appointed under Article 12 of the Treaty between His Britannic Majesty and His Majesty the King of Italy, signed at London on July 15, 1924,(*) regulating certain questions concerning the boundaries of their respective territories in East Africa.

1. THE Commission found that immediately up-stream from Malca Rie the Uebi Daua runs due East, and therefore does not form a small southerly bend as mentioned in Article 1 of the Treaty.

A point about 450 metres up-stream from Malca Rie was agreed upon as the northern terminal of the boundary.

2. The pivotal point of the boundary at the pool of Damasa was so chosen by the Commission that equal watering facilities should be afforded to both parties in the deepest portion of the depression without transgression of the boundary by either party.

3. In accordance with the power conferred by Article 1 of the Treaty, the Commission decided that, as there were elements of doubt as to the sufficiency of water for the maintenance of an Italian frontier post at El Berù Hagia in a very dry season and as to the security of the said well against collapse, the well of El Sciama should be included in Italian territory.

To allow access to El Sciama on all sides, the Commission also decided to adopt for the boundary the meridian passing about

Accordo nel quale sono riportate le decisioni della Commissione di cui all'Art. 12 della Convenzione fra Sua Maestà il Re d'Italia e Sua Maestà Britannica, firmata a Londra il 15 Luglio 1924 e regolante alcune questioni relative al confine fra i loro rispettivi territori nell'Africa Orientale.

1. La Commissione constatò che, immediatamente a monte di Malca Rie, l'Uebi Daua scorre diretto verso est, e non forma perciò la piccola curva meridionale menzionata nell'Art. 1 della Convenzione.

Venne concordato come limite settentrionale del confine un punto a circa 450 metri a monte di Malca Rie.

2. La Commissione fissò il vertice del confine allo stagno di Damas in modo che uguale disponibilità d'acqua fosse accordata ad ambo le parti nella zone più profonda della depressione, senza peraltro che ciò potesse implicare violazione della frontiera nè da une parte nè dall'altra.

3. La Commissione, in conformità dei poteri conferitile dall'Art. 1 della Convenzione, decise che, essendovi elementi di dubbio circa la sufficienza dell'acqua per il mantenimento di un posto di frontiera a El Berù Hagia durante una stagione molto asciutta, e circa la sicurezza del detto pozzo in caso di frane, il pozzo di El Sciama debba essere incluso nel territorio Italiano.

Allo scopo di permettere l'accesso ad El Sciama da ogni lato, la Commissione decise di adottare come confine il meri-

(*) "Treaty Series No. 29 (1925)," Cmd. 2427.

300 metres to the west of this well.

4. The Commission took note of the communications of the 16th and 26th June, 1925, between His Britannic Majesty's Ambassador at Rome and the Head of the Government and Ministry of Foreign Affairs of His Majesty the King of Italy, in which the following formula was substituted for the definition given in the Treaty of the southern portion of the boundary :—

"Having regard to the fact that Ras Kiambone (Dick's Head) and the four small islands, which are in its immediate vicinity, form part of the territory to be transferred to Italy, it is understood that, upon reaching the meridian east of Greenwich which leaves in Italian territory the well of El Beru (or such other meridian east of Greenwich as may be recommended by the Commissioners in accordance with paragraph 3 of Article 1 of the Treaty), the boundary shall follow such meridian southwards to the point of intersection of such meridian with the parallel of South Latitude 0°50′; thence proceeding in a south-easterly direction to a point situated about six kilometres north of the point on the coast due west of the southernmost of the four islets in the immediate vicinity of Ras Kiambone (Dick's Head); thence due southwards to such point on the coast. The coast shall be defined as the line of mean sea level ordinary spring tides."

The Commission declares that the general terms of this formula, since amended in accordance with

diano che passa a circa 300 metri ad ovest del pozzo suddetto.

4. La Commissione tenne presenti le note del 16 et 26 giugno 1925 scambiate fra l'Ambasciatore di Sua Maestà Britannica in Roma ed il Capo del Governo e Ministro degli Affari Esteri di Sua Maestà il Re d'Italia, nelle quali la definizione, data nella Convenzione, della parte sud del confine era sostituita dalla seguente formula :

"In considerazione del fatto che Ras Chiambone (Capo Dik) ed i quattro isolotti che sono nelle sue immediate vicinanze formano parte del territorio da cedersi all'Italia, resta inteso che dopo raggiunto il meridiano est di Greenwich che lascia in territorio Italiano il pozzo di El Berù (od ogni altro meridiano est di Greenwich che potrà essere preso in considerazione dai Commissari conformemente al disposto del paragrafo 3 dell'art. 1 del trattato) il confine seguirà tale meridiano verso sud fino al punto d'intersezione del meridiano stesso col parallelo 0°50′ di latitudine sud procedendo quindi in direzione sud-est fino ad un punto situato circa a 6 chilometri a nord del punto sulla costa direttamente ad ovest della più meridionale delle quattro isolette nella immediata vicinanza di Ras Chiambone (Capo Dik) e quindi direttamente verso sud fino a tal punto sulla costa. La costa sarà definita secondo la linea del medio livello del mare nelle ordinarie maree primaverili."

La Commissione dichiara che i termini generali di questa formula, migliorati per effetto

the decisions recorded in paragraphs 5, 6 and 7 of this Agreement, have been embodied in Appendix I, Description of the Boundary.

5. Ras Chiamboni is a headland about 200 metres in breadth and about 800 metres in length, with its length parallel to the coast. It consists of a series of small coral eminences. The highest of these is approximately central.

Having been empowered to do so by the two Governments, the Commission decided that the summit of this highest eminence should be accepted as the terminal point of the directional line for the boundary towards the interior.

6. Article 1 of the Treaty states that there are 4 islets in the immediate vicinity of Ras Chiamboni.

The Commission found that there are actually 6 islets.

One of these is a prolongation of Ras Chiamboni to the north.

The other 5 form a group about 2 kilometres south-west from the control point of Ras Chiamboni, and are known collectively as Diua Damasciaca.

The most southerly islet of this group is little more than an almost circular coral rock about 50 metres in diameter.

The Commission, having been empowered to do so by the two Governments, decided that the parallel of latitude tangential to the southern extremity of this

delle decisioni citate nei paragrafi 5, 6 e 7 di questo Accordo, sono stati inclusi nell'Appendice I, Descrizione del Confine.

5. Ras Chiamboni è un promontorio di circa 200 metri di larghezza e 800 metri di lunghezza, parallelo alla costa nel senso della sua lunghezza. Esso consta di una serie di piccole elevazioni coralline, delle quali la più alta è approssimativamente centrale.

La Commissione, avendone ricevuto i poteri dai due Governi, decise che la sommità di questa maggiore elevazione debba essere riconosciuta come punto estremo della linea di direzione del confine verso l'interno.

6. L'Art. 1 della Convenzione dice che nella immediata vicinanza di Ras Chiamboni vi sono quattro isolette.

La Commissione ha invece constatato l'esistenza di 6 isolette.

Una di queste è il prolungamento di Ras Chiamboni verso nord.

Le altre cinque formano un gruppo a circa due chilometri a sud-ovest dal punto di controllo di Ras Chiamboni e sono conosciute tutte sotto l'unico nome di Diua Damasciaca.

L'isoletta più meridionale di questo gruppo è poco più grande di uno scoglio corallino di forma pressochè circolare con un diametro di circa 50 metri.

La Commissione, avendone ricevuto i poteri dai due Governi, decise che il parallelo tangenziale alla estremità meridionale di quest'ultima isoletta debba

latter islet should define the position of the point at which the boundary reaches the coast.

7. Having been empowered to do so by the two Governments, the Commission decided that the short portion of the boundary defined in the Treaty by a meridian of longitude in the region of Ras Chiamboni should be moved parallel to itself in a westerly direction so that its southern terminal point should be 15 metres inland from high water mark and on the parallel of latitude mentioned in paragraph 6; the coastal waters being very shallow and high water mark being defined by the crumbling edge of a sand terrace.

This locality is known as Dar es Salam.

8. As regards the 3rd paragraph of Article 6 of the Treaty (4th paragraph of the Italian text), the Commission decided that :—

(*a*) in genuine cases of Somalis separated from their families, the right of option should be recognized for not more than 500 (five hundred) persons, exclusive of children under 10 years of age, with or without stock;

(*b*) the exercise of this right should be under the administrative control of the Italian authorities, who will authorize the transfer, after evidence has been collected from the British authorities, and after registration of the individuals by the said British and Italian authorities;

(*c*) this right should be exercised within one year from the

definire la posizione del punto in cui il confine arriva alla costa.

7. La Commissione, avendone ricevuto i poteri dai due Governi, decise che il piccolo tratto del confine nella regione di Ras Chiamboni, che è definito nella Convenzione da un meridiano, dovesse essere spostato parallelamente a sè stesso, in direzione occidentale e in modo che il suo punto estremo meridionale venisse a trovarsi a 15 metri verso l'interno dal punto di livello dell'alta marea e sul parallelo di latitudine menzionato nel paragrafo 6; e ciò perchè le acque sulla costa sono poco profonde ed il livello dell'alta marea è definito dall'orlo franabile di un terrazzo di sabbia.

La località è conosciuta col nome di Dar es Salam.

8. In rapporto al 4° comma dell'Art. 6 della Convenzione (3° comma del testo Britannico), la Commissione decise :

(*a*) che, nei casi effettivi di Somali separati dalle loro famiglie con o senza bestiame, viene riconosciuto il diritto di opzione per 500 (cinquecento) persone al massimo, esclusi i fanciulli di età inferiore a dieci anni;

(*b*) che l'esercizio di questo diritto sarà sotto il controllo amminstrativo delle Autorità Italiane, le quali autorizzeranno il trasferimento, previe informazioni assunte anche presso le Autorità Britanniche, ed in seguito alla registrazione degli individui da parte delle dette Autorità Italiane e Britanniche;

(*c*) che il diritto stesso sarà esercitato entro un anno dalla

date of the confirmation of this Agreement by His Britannic Majesty's Government in Great Britain and the Government of His Majesty the King of Italy.

9. As regards the 2nd paragraph of Article 9 of the Treaty, the Commission decided that, since the evidence produced in discussion had not proved the existence of all the conditions required by the said Article in connection with the right of trans-frontier grazing by Italian subjects, there was no case for the concession referred to in that Article.

10. Under the second part of paragraph 1 of Article 10 of the Treaty, the Commission fixed the sale price, to the Italian Government, of the Government buildings existing in the transferred territory, including the apparatus and masts of the wireless telegraph station at Kismayu, at £10,735 16*s.* 0*d.* (ten thousand seven hundred and thirty-five Pounds Sterling and sixteen shillings).

11. In connection with the 2nd paragraph of Article 10 of the Treaty, the Commission decided that the ground occupied by the Sudanese pensioners at Yonte is to be considered by the Italian Government as conceded to them for 99 years from the date of the cession of Jubaland to Italy, with the right of transmission to heirs, but without the right of sale or demise.

12. Having been empowered to do so by the two Governments, the Commission decided that the water of the pools of Dif should

data di ratifica del presente Accordo da parte del Governo di Sua Maestà il Re d'Italia e del Governo in Gran Bretagna di Sua Maestà Britannica.

9. In rapporto al 2° comma dell'Art. 9 della Convenzione, la Commissione decise che, non essendo risultata provata, attraverso gli elementi portati nella discussione, l'esistenza di tutte le condizioni volute dal detto Articolo perchè si addivenisse alla concessione a favore dei sudditi Italiani del diritto di pascolo oltre la frontiera, non sia il caso di far luogo alla concessione di cui all'Articolo stesso.

10. In rapporto alla seconda parte del 1° comma dell'Art. 10 della Convenzione, la Commissione stabilì in Lire sterline 10.735 e 16 scellini (lire sterline diecimila settecento trentacinque e sedici scellini) l'importo della cessione al Governo Italiano degli edifici governativi esistenti nel territorio trasferito e degli apparati e delle antenne della Stazione Radio Telegrafica di Chisimaio.

11. In rapporto al 2° comma dell'Art. 10 della Convenzione, la Commissione decise che i terreni occupati dai pensionati sudanesi residenti a Ionti siano considerati dal Governo Italiano come dati ad essi in concessione per 99 anni dalla data di cessione dell'Oltre Giuba all'Italia, con facoltà di trasmetterli ad eredi, ma senza diritto di cederli nè darli in affitto.

12. La Commissione, avendone ricevuto i poteri dai due Governi, decise che l'acqua degli stagni di Dif resti normalmente

normally be available to the adjacent Italian police post and to Italian subjects and their baggage animals (but no other stock) travelling along the frontier; and that a state of abnormality should be considered to exist when the water in the said pools is proved to the satisfaction of both parties to suffice only for the reasonable requirements of a British police post.

13. By virtue of the powers conferred on them by the Treaty and by the two Governments, the Commission decided that the boundary shall be as described in the First Part, "General Description," of Appendix I to this Agreement.

The Commission, having taken into consideration the possible errors inherent in the methods of survey imposed upon themselves by the terrain, involving errors of position and of direction, decided that the boundary, as actually demarcated by themselves by means of a lane cut through the vegetation and supplemented by cement or masonry beacons or by cairns, shall be observed provisionally as an accurate interpretation of the true boundary without prejudice to subsequent correction by mutual agreement of both parties concerned. A detailed description of this demarcated boundary is given in the Second Part of Appendix I to this Agreement.

14. The Italian Government, at the request of the Commission, have undertaken to replace by cement or masonry beacons or by cairns, at the earliest possible

disponibile per l'adiacente posto di polizia Italiano e per i sudditi Italiani e i loro animali da trasporto (escluso qualsiasi altro bestiame) viaggianti lungo la frontiera; considerandosi esistente uno stato di anormalità quando sia provato, con soddisfazione di ambo le parti, che l'acqua nei suddetti stagni sia sufficiente solamente per le ragionevoli esigenze di un posto di polizia Britannico.

13. La Commissione, in virtù dei poteri conferitile dalla Convenzione e dai due Governi, decise che il confine debba essere riconosciuto quello descritto nella Parte Prima intitolata "Descrizione Generale" dell'Appendice I di questo Accordo.

La Commissione, avendo preso in considerazione i possibili errori inerenti ai metodi di lavoro adottati e resi inevitabili dal terreno, tradottisi in errori di posizione e di direzione, decise che il confine, quale era stato effettivamente da essa delimitato per mezzo di un corridoio attraverso la vegetazione e completato da cippi in cemento, muratura o mucchi di sassi, debba essere riconosciuto provvisoriamente come un'esatta interpretazione del vero confine, senza pregiudizio delle susseguenti correzioni cui addivenissero per mutuo accordo ambo le parti interessate. Una descrizione particolareggiata del confine delimitato è data nella Parte Seconda dell'Appendice I di questo Accordo.

14. Il Governo Italiano, a richiesta della Commissione, ha accettato di sostituire al più presto possibile tutti i cippi di ramaglia e terra, indicati nell'Appendice I

moment, all the earth gabions mentioned in Appendix I to this Agreement.

15. The Commission found that, in the Treaty and in the map attached thereto, the spelling of names appeared to follow no definite system and that in many cases the names were even incorrectly represented.

The representation and spelling of the names quoted in this Agreement and its Appendices are contained in Appendix IV.

The following list gives the names quoted in the Treaty in the order in which they appear therein, together with the spelling now adopted.

Treaty spelling	Spelling now adopted
River Ganale	F. Giuba
River Daua	Uebi Daua
Malka Re	Malca Rie
Dumasa	Damasa (Br.) / Damas (It.)
Eilla Kalla	El Ghala
El Beru	El Berù Hagia
Ras Kiambone (Dick's Head)	Ras Chiamboni
El Shama	El Sciama
Goochi	Guji
Ribba	Riba
Toor Guda	Tur Guda
Ramaguda	Rama Guda
Kismayu	Chisimaio (It.) / Kismayu (Br.)

16. The following appendices are attached to this Agreement and form an integral part thereof :—

Appendix I.—Description of the Boundary.

Appendix II.—Table of Geographical Co-ordinates.

del presente Accordo, con altri in cemento, muratura o mucchi di sassi.

15. La Commissione ha constatato che, nella Convenzione e nella Carta che vi è allegata, la ortografia dei nomi sembra non risultante da un sistema definito, e che in molti casi essi sono anche non correttamente riportati.

La rappresentazione e l'ortografia dei nomi citati in questo Accordo e nelle sue Appendici sono contenute nell'Appendice IV.

Nella seguente lista sono riportati i nomi successivamente citati nella Convenzione, insieme alla ortografia ora adottata.

Ortografia risultante dalla Convenzione	Ortografia ora adottata
Fiume Ganale	F. Giuba
Fiume Daua	Uebi Daua
Malca Re	Malca Rie
Dumasa	Damasa (Br.) / Damas (It.)
Eilla Kalla	El Ghala
El Beru	El Berù Hagia
Ras Kiambone (Dick's Head)	Ras Chiamboni
El Shama	El Sciama
Goochi	Guji
Ribba	Riba
Toor Guda	Tur Guda
Rama Guda	Rama Guda
Kismajo	Chisimaio (It.) / Kismayu (Br.)

16. Le Appendici seguenti sono annesse al presente Accordo e ne formano parte integrante :

Appendice I : Descrizione del Confine.

Appendice II : Elenco delle Coordinate Geografiche.

Appendix III.—Map of the Boundary Demarcated.*

Appendix IV.—A Gazetteer to the Map, giving the equivalent British and Italian Spellings of Place-names.

17. The Commission agreed that, in order to expedite matters, two copies of the Map of the Boundary—Appendix III to this Agreement—shall be printed in black and signed provisionally; but that, when the said map shall have been reproduced in colour, two copies of the coloured map shall be signed and substituted for those in black.

Signed in duplicate at Florence this 17th day of December, 1927.

Senior British Commissioner,
L. N. KING, *Lt.-Col., R.E.*

Appendice III: Carta del Confine delimitato.

Appendice IV: Repertorio dei nomi riportati nella Carta, con le ortografie equivalenti Britanniche e Italiane dei nomi di località.

17. La Commissione ha stabilito, per risolvere le operazioni più speditamente, che due copie della Carta di confine—Appendice III del presente Accordo—saranno stampate in nero e firmate provvisoriamente; ma che, quando la detta carta sarà stata riprodotta in colori, due copie della carta in colori saranno firmate e sostituiranno quelle in nero.

Firmato a Firenze in duplice esemplare, il 17 Dicembre 1927 (VI).

Il Capo della Delegazione Italiana,
DOTT. TULLIO COLUCCI.

(*) Not reproduced. See map illustrating the boundary annexed.

APPENDIX I.

DESCRIPTION OF THE BOUNDARY BETWEEN THE COLONY AND PROTECTORATE OF KENYA AND ITALIAN SOMALILAND.

First Part.—*General Description.*

Starting in the north from the Abyssinian frontier at a point in the "thalweg" of the Uebi Daua about 450 metres upstream from Malca Rie, the boundary passes, in a south-westerly direction, in a straight line through the point where the south bank of the Uebi Daua is intersected by the meridian of longitude 41°54′36″.43 East of Greenwich to a point in the pool of Damasa so chosen as to afford equal watering facilities to both parties in the deepest portion of the pool without transgression of the frontier;

thence in a straight line and still in a south-westerly direction towards the centre of the well of El Ghala (of the El Wak group), which remains British, until this line is intersected by the meridian of longitude 40°59′44″.34 East of Greenwich;

thence due south along this meridian, leaving the well of El Sciama in Italian territory, to its intersection with the parallel of South latitude 0°50′00″.00;

thence in a straight line, in a south-easterly direction, towards the highest point of Ras Chiamboni until this line is intersected by the meridian of longitude which passes through a point at Dar Es Salam 15 metres inland from High Water Mark and due

APPENDICE I.

DESCRIZIONE DEL CONFINE TRA LA SOMALIA ITALIANA E LA COLONIA E PROTETTORATO DEL CHENIA.

Parte Prima.—*Descrizione generale.*

Partendo da nord, dal punto nel "thalweg" dell'Uebi Daua sulla frontiera abissina, a circa 450 metri a monte di Malca Rie, il confine passa, con direzione sud-ovest, in linea retta per il punto dove la riva meridionale dell'Uebi Daua è intersecata dal meridiano di longitudine 41°54′36″,43 est di Greenwich, fino ad un punto nello stagno di Damas scelto in modo da permettere ad ambo le parti uguale disponibilità d'acqua nella parte più profonda dello stagno, senza violazione della frontiera;

di qui in linea retta ed ancora con direzione sud-ovest verso il centro del pozzo di El Ghala (del gruppo di El Uach), che rimane Inglese, fino a che detta linea è intersecata dal meridiano di longitudine 40°59′44″,34 est di Greenwich;

di qui esattamente in direzione sud lungo detto meridiano, lasciando in territorio italiano il pozzo di El Sciama, fino alla sua intersezione col parallelo di latitudine australe 0°50′00″,00;

di qui, in linea retta, in direzione sud-est verso il punto più alto di Ras Chiamboni finchè tale linea è intersecata dal meridiano che passa per un punto a Dar Es Salam a 15 metri verso l'interno della linea di livello delle alte maree, esattamente ad ovest

west of the southern extremity of the southernmost of the group of 5 islets known as Diua Damasciaca;

thence due south along this meridian as far as the point at Dar Es Salam defined above;

thence, in a south-easterly direction, to the limit of territorial waters in a straight line at right angles to the general trend of the coastline at Dar Es Salam, leaving the islets of Diua Damasciaca in Italian territory.

dell'estremità meridionale della più meridionale del gruppo delle 5 isolette conosciute col nome Diua Damasciaca;

di qui esattamente in direzione sud, lungo detto meridiano fino al punto di Dar Es Salam, avanti definito;

di qui, in direzione sud-est, al limite delle acque territoriali, in linea retta perpendicolare al generale andamento della costa a Dar Es Salam, lasciando in territorio italiano le isolette di Diua Damasciaca.

Second Part.—*Detailed Description.*

The boundary throughout its length is traced on the ground by a lane approximately 4 metres wide cut through the vegetation, and is indicated in a more permanent manner by primary and secondary beacons at intervals, each of which will be described hereinafter. The primary beacons have been numbered consecutively from the north, and these numbers are marked in ordinary arabic figures on the side of the beacon facing Italian Somaliland and in original arabic figures on the side facing Kenya.

At each angle of the boundary line there is a masonry or cement primary beacon together with a supplementary beacon on each side to indicate the directions of the two boundary lines converging on that point.

For convenience of description the boundary is divided into sections, each section corresponding

Parte Seconda.—*Descrizione particolareggiata.*

Il confine, per tutta la sua lunghezza, è stato demarcato sul terreno con un "corridoio" approssimativamente della larghezza di metri 4, tagliato nella boscaglia e, in modo più permanente, individuato ad intervalli da cippi principali e secondari, ciascuno dei quali sarà descritto in appresso. I Cippi Principali sono stati numerati cominciando dal nord ed i numeri d'ordine sono marcati in cifra araba ordinaria sulla parte del cippo rivolta verso la Somalia Italiana ed in cifra araba originale sulla parte rivolta verso il Chenia.

A ciascun vertice della linea di confine trovasi un cippo principale in muratura o cemento assieme ad altri due sussidiari disposti da una parte e dall'altra e che servono ad indicare la direzione delle due linee di confine convergenti nel vertice di esso.

Si ritiene conveniente, per la descrizione del confine, suddividerlo in sezioni, ciascuna delle

with one of the straight portions of the boundary line already defined in the "General Description."

In each section, the lane is cut as nearly as possible in a straight line between its terminals; but owing to the errors inherent in the methods of survey adopted, very slight deviations from the straight line have inevitably resulted in certain localities.

All distances quoted hereinafter are reckoned from the northern terminal of the section concerned, and are correct to 100 metres.

The geographical positions of the points in the frontier zone given in Appendix II are those actually determined by astronomical and trigonometrical observations.

Normally the position of a control point, where a beacon was subsequently built, was fixed before the cut lane reached that point; but the positions of Primary Beacons Nos. 12, 24, 25, 26, 27 were dependent on astronomical observations made after the lane had been cut, and they are thus slightly displaced from the positions they should occupy.

For two small lengths of a few metres, the boundary is indicated by alignment only. These are :—

a length in the north between Primary Beacon No. 1 and the Abyssinian frontier,

and a length in the south from Primary Beacon No. 29 to the sea.

quali corrispondente ad un tratto rettilineo della linea di confine, secondo quanto è stato detto nella "Descrizione Generale."

In ciascuna sezione il corridoio è stato tagliato in linea quanto più possibile retta fra i due punti estremi, ma, dati gli errori inerenti ai metodi geodetici adottati, si è avuta necessariamente qualche piccola deviazione dalla linea retta in alcune località.

Tutte le distanze che saranno in appresso citate sono contate dal punto nord del tratto in esame e saranno approssimate al centinaio di metri.

Le posizioni geografiche dei punti della zona della frontiera, indicati nell'Appendice II, sono state esattamente determinate con operazioni astronomiche e geodetiche.

Normalmente la posizione di un punto di controllo, dove poi è stato posto un cippo, è stata fissata prima che il corridoio arrivasse a quel punto, ma le posizioni dei Cippi Principali n. 12, 24, 25, 26 e 27 sono dipendenti dalle osservazioni astronomiche eseguite dopo che il corridoio era già stato tagliato e quindi risultano di poco spostate rispetto al punto che avrebbero dovuto occupare.

Per due piccoli tratti di pochi metri il confine risulta indicato soltanto da allineamenti. Essi sono :

un tratto a nord fra il Cippo Principale No. 1 e la frontiera dell'Abissinia,

ed un tratto a sud, dal Cippo Principale No. 29 al mare.

Distances
Distanze
Km.

15

Section 1.

From Primary Beacon No. 1 (*Malca Rie*) *to Primary Beacon No.* 6 (*Damasa*).

Leaving the cemented masonry Primary Beacon No. 1 on the south bank of the Uebi Daua at its intersection with the meridian of longitude 41°54′36″.43 East of Greenwich, the boundary passes in a south-westerly direction :—

through two secondary cairns astride the track leading southwards from Malka Got in Kenya;

through a secondary cairn and the adjacent cemented masonry Primary Beacon No. 2 located astride the road leading from Madera in Kenya to Malca Rie in Italian Somaliland;

through two secondary cairns astride the track leading from Malka Madera Yeri in Kenya to Coriamu in Italian Somaliland;

through two secondary cairns astride the road leading from the British military post of Madera, which lies km. 1.2 from the boundary, to Dambala Ghessa in Italian Somaliland;

through the area known as Funa Guba;
through a secondary cairn;

through two secondary cairns astride the track leading from Hunduda in Kenya through the pool of Gebia which lies km. 2.2 in Italian Somaliland to Gal Gali, which is about 12 kilometres from the boundary;

Sezione 1.

Dal Cippo Principale No. 1 (*Malca Rie*) *al Cippo Principale No.* 6 (*Damas*).

Partendo dal Cippo Principale No. 1, in muratura, sulla riva meridionale dell'Uebi Daua, dove essa interseca il meridiano 41°54′36″,45 est Greenwich, la linea di confine va in direzione sud-ovest et a :

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che con direzione sud viene da Malka Got nel Chenia; 1.4

incontra un cippo secondario, mucchio di sassi, eppoi il Cippo Principale No. 2 in muratura, entrambi disposti a cavallo della strada che da Madera nel Chenia, va a Malca Rie nella Somalia Italiana; 4.0

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Malka Madera Yeri nel Chenia, va a Coriamu nella Somalia Italiana; 5.9

incontra due cippi secondari, mucchi di sassi, a cavallo della strada che va dal campo militare Britannico di Madera, che si trova a km. 1,2 dal confine, a Dambala Ghessa nella Somalia Italiana; 6.5

attraversa la zona conosciuta col nome di Funa Guba; 7.5–8.5

incontra un cippo secondario, mucchio di sassi; 11.5

incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Hunduda nel Chenia, passando per lo stagno di Gebia, che resta per km. 2,2 nella Somalia Italiana, va a Gal Gali che si trova a circa 12 chilometri dal confine; 13.6

Distances Distanze Km.		
19.9	through two secondary cairns astride the track leading from Koromi, which hill lies about 6 kilometres in Kenya, to Gurgura in Italian Somaliland;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Koromi, collina che si trova a circa 6 chilometri nel Chenia, va a Gurgura nella Somalia Italiana;
21.5	through the cemented masonry Primary Beacon No. 3;	incontra il Cippo Principale No. 3 in muratura;
24.1	through two secondary cairns astride the track leading southwards from Hunduda in Kenya;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Hunduda nel Chenia, va verso sud;
25.8	through two secondary cairns astride a branch of the last-mentioned track north of Bur Gawse, which hill is in Kenya;	incontra due cippi secondari, mucchi di sassi, a cavallo di un ramo della predetta pista, a nord di Bur Gawse, collina che resta nel Chenia;
29.1	through two secondary cairns astride another branch of the same track, immediately south of Bur Gawse;	incontra due cippi secondari, mucchi di sassi, a cavallo di un altro ramo della predetta pista, immediatamente a sud di Bur Gawse;
30.9	through two secondary cairns astride the same track where it turns away from the boundary towards Mata Arba in Italian Somaliland;	incontra due cippi secondari, mucchi di sassi, a cavallo della predetta pista, dove essa volge dal confine verso Mata Arba nella Somalia Italiana;
31.6	through a secondary cairn;	incontra un cippo secondario, mucchio di sassi;
35.8	through two secondary cairns astride the track leading from Beila Machesa in Kenya to Mata Arba in Italian Somaliland;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Beila Marchesa nel Chenia, va a Mata Arba nella Somalia Italiana;
36.0-39.0	through the area known as Hareri Hawseli;	attraversa la zona conosciuta col nome di Hareri Hawseli;
41.6	through a secondary cairn;	incontra un cippo secondario, mucchio de sassi;
44.0-48.0	through the area known as Hara Gulgula;	attraversa la zona conosciuta col nome di Hara Gulgula;
50.0	through a grave;	incontra una tomba;
51.5	through the cemented masonry Primary Beacon No. 4, leaving the hill of Mata Arba about 9 kilometres in Italian Somaliland;	incontra il Cippo Principale No. 4, in muratura, lasciando la collina di Mata Arba nella Somalia Italiana a circa 9 chilometri;
55.8	through two secondary cairns astride the track leading from Hafura past Ber Hawamadi in	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Hafura, passando

		Distances Distanze Km.
Kenya to El Uara, which well lies in Italian Somaliland km. 2.1 from the boundary;	per Ber Hawamadi nel Chenia, va ad El Uara, pozzo che resta nella Somalia Italiana a km. 2,1 dal confine;	
through a secondary cairn;	incontra un cippo secondario, mucchio di sassi;	61.5
through two secondary cairns astride the track passing between Finno and Hegali in a south-easterly direction;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che va con direzione sud-est fra Finno ed Hegali;	70.4
through a large Primary Cairn erected on the south-east spur of the hill of Finno, the summit of which lies in Kenya;	incontra sul versante sud-est della collina di Finno un cippo principale costituito da un grande ammasso di sassi (la sommità della collina di Finno rimane nel Chenia);	72.0
through the cemented masonry Primary Beacon No. 5 and the adjacent secondary cairn, located astride the track leading from Hafura in Kenya to Iacle in Italian Somaliland;	incontra il Cippo Principale No. 5, in muratura, eppoi un cippo secondario, mucchio di sassi, disposti a cavallo della pista che da Hafura nel Chenia, va a Iacle nella Somalia Italiana;	74.0
through a secondary cairn;	incontra un cippo secondario, mucchio di sassi;	81.6
through two secondary cairns astride the track leading from Berti Finno in Kenya to Gubbet Uasasa in Italian Somaliland;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Berti Finno nel Chenia, va a Gubbet Uasasa nella Somalia Italiana;	83.8
through two secondary cairns astride the track leading from Berti Finno, which shambas lie in Kenya, to Iacle in Italian Somaliland;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Berti Finno, sciambe che rimangono nel Chenia, va a Iacle nella Somalia Italiana;	85.0
through four secondary cairns, two astride each of the two tracks leading from Berti Finno in Kenya to Cuddama, which lies km. 3.0 in Italian Somaliland, leaving Bur Cus about 2 kilometres in Italian Somaliland;	incontra 4 cippi secondari, mucchi di sassi, accoppiati a cavallo delle due piste che da Berti Finno, nel Chenia, vanno a Cuddama che rimane a km. 3,0 nella Somalia Italiana, lasciando Bur Cus a circa 2 chilometri nella Somalia Italiana;	88.3 90.4
through a secondary cairn;	incontra un cippo secondario, mucchio di sassi;	91.4
through two secondary cairns astride the track leading from Manza in Kenya to Cuddama in Italian Somaliland;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Manza, nel Chenia, va a Cuddama, nella Somalia Italiana;	94.1

Distances Distanze Km.		
94.9	touching the east side of a small pool unnamed which remains in Kenya;	incontra un piccolo stagno senza nome che viene sfiorato ad est e rimane nel Chenia;
97.5	along the eastern slope of Bur Manza, which remains in Kenya;	taglia il versante orientale di Bur Manza che rimane nel Chenia;
100.0	through two secondary cairns astride the track leading from Hawal Garba Hogi, which lies km. 1.7 in Kenya, to Cuddama in Italian Somaliland;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Hawal Garba Hogi, a km. 1,7 nel Chenia, va a Cuddama nella Somalia Italiana;
101.6	through a secondary cairn;	incontra un cippo secondario, mucchio di sassi;
109.9	through two secondary cairns astride the track leading from Hawal Garba Hogi in Kenya to Damasa;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Hawal Garba Hogi, nel Chenia, va a Damas;
111.6	through a cemented masonry pointer beacon on the north-east edge of the depression of Damasa to the cemented masonry Primary Beacon No. 6 located in the deepest portion of that pool.	incontra il cippo sussidiario in muratura sulla riva nord-est della depressione dello stagno di Damas, eppoi il Cippo Principale No. 6 in muratura che si trova nel punto più profondo dello stagno.

Section 2.

From Primary Beacon No. 6 (*Damasa*) *to Primary Beacon No.* 8 (*angle at El Wak*).

Sezione 2.

Dal Cippo Principale No. 6 (*Damas*) *al Cippo Principale No.* 8 (*vertice di El Uach*).

	Leaving Primary Beacon No. 6, the boundary passes in a south-westerly direction, the alignment being indicated by a cemented masonry pointer beacon on the south-west edge of the depression :—	Partendo dal Cippo Principale No. 6, la linea di confine va in direzione sud-ovest, seguendo l'allineamento indicato da successivo cippo sussidiario, in muratura, che si trova sul margine sud-ovest della depressione, ed a :
1.8	through two secondary cairns astride the road from Damasa to El Wak;	incontra due cippi secondari, mucchi di sassi, a cavallo della strada che da Damas va ad El Uach;
2.7	through a secondary cairn;	incontra un cippo secondario, mucchi di sassi;
5.9	through two secondary cairns astride the road from Damasa to El Wak;	incontra due cippi secondari, mucchi di sassi, a cavallo della strada che da Damas va ad El Uach;

	Distances Distanze Km.
through a secondary cairn;	
leaving the pool of Avein Nur km. 2.0 in Italian Somaliland;	
leaving the pool of Daba km. 0.3 in Italian Somaliland;	
through the cemented masonry Primary Beacon No. 7;	
through a secondary cairn on the side of the road from Damasa to El Wak at a point where this road touches, but does not cross, the boundary on the Italian Somaliland side;	
through a secondary cairn;	
through two secondary cairns astride the track leading from Jalanto Lango in Kenya to Uenti Dima km. 1.0 in Italian Somaliland, leaving the pool of Uenti Digo km. 1.9 in Italian Somaliland;	
through two secondary cairns astride the track leading from Arda Dadaja km. 1.0 in Kenya to Uenti Dima, in Italian Somaliland;	
through a secondary cairn;	
through two secondary cairns astride the track leading from Jaba Kurmama km. 0.8 in Kenya to Uarsesa Raghi km. 3.6 in Italian Somaliland;	
through two secondary cairns astride the track leading northwards from Golati, which lies km. 3.0 in Italian Somaliland;	
through a cemented masonry pointer beacon to the cemented masonry Primary Beacon No. 8, leaving El Golija and El Saqo in Kenya km. 2.4 and km. 4.1 respectively from this beacon.	
incontra un cippo secondario, mucchio di sassi;	12.7
lascia lo stagno di Avein Nur a km. 2,0 nella Somalia Italiana;	15.0
lascia lo stagno di Daba a km. 0,3 nella Somalia Italiana;	21.0
incontra il Cippo Principale No. 7 in muratura;	22.7
incontra un cippo secondario, mucchio di sassi, disposto lateralmente alla strada che da Damas va a El Uach, nel punto ove la detta strada tocca il confine senza però attraversarlo e rimanendo dalla parte della Somalia Italiana;	26.1
incontra un cippo secondario, mucchio di sassi;	32.7
incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Jalanto Lango, nel Chenia, va a Uenti Dima a km. 1,0 nella Somalia Italiana, lasciando lo stagno di Uenti Digo a km. 1,9 nella Somalia Italiana;	37.6
incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Arda Dadaja, a km. 1,0 nel Chenia, va a Uenti Dima, nella Somalia Italiana;	40.0
incontra un cippo secondario, mucchio di sassi;	42.7
incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Jaba Kurmama, a km. 0,8 nel Chenia, va a Uarsesa Raghi, a km. 3,6 nella Somalia Italiana;	46.4
incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Golati, a km. 3,0 nella Somalia Italiana, va in direzione nord;	49.3
incontra un cippo sussidiario, in muratura, eppoi il successivo Cippo Principale No. 8, in muratura, lasciando El Golija ed El Saqo nel Chenia, rispettivamente a km. 2,4 e km. 4,1 da questo cippo.	52.7

Distances Distanze Km.	*Section* 3.	*Sezione* 3.
	From Primary Beacon No. 8 (*angle at El Wak*) *to Primary Beacon No.* 23 (*Latitude* 0°50′00″.00 *South, Longitude* 40°59′44″.34 *East of Greenwich*).	*Dal Cippo Principale No.* 8 (*vertice di El Uach*) *al Cippo Principale No.* 23 (*latitudine australe* 0°50′00″,00, *longitudine est Greenwich* 40°59′44″,34).
	Leaving Primary Beacon No. 8, the boundary passes due south, the alignment being indicated by a cemented masonry pointer beacon :—	Partendo dal Cippo Principale No. 8, la linea di confine volge esattamente in direzione sud, secondo l'allineamento indicato da un cippo sussidiario in muratura, ed a :
1.6	through two secondary cairns astride the track leading from El Ghala, which lies km. 2.0 in Kenya to Golati in Italian Somaliland ;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da El Ghala, che si trova a km. 2,0 nel Chenia, va a Golati, nella Somalia Italiana ;
3.2	through the cemented masonry Primary Beacon No. 9, on the south side of the road leading from El Ghala in Kenya to El Sciama and El Berù Hagia, which wells lie km. 0.3 and km. 2.4 respectively in Italian Somaliland ;	incontra il Cippo Principale No. 9, in muratura, sul lato sud della strada che da El Ghala, nel Chenia, va ad El Sciama ed El Berù Hagia, pozzi che rimangono rispettivamente a km. 0,3 e km. 2,4 nella Somalia Italiana ;
4.1	through two secondary cairns astride the junction of the two tracks leading from El Bisq and El Dargula, respectively km. 1.0 and km. 7.0 in Kenya, to Gof in Italian Somaliland ;	incontra due cippi secondari, mucchi di sassi, a cavallo della congiunzione delle due piste che da El Bisq ed El Dargula, rispettivamente a km. 1,0 e km. 7,0 nel Chenia, vanno a Gof nella Somalia Italiana ;
4.6	through two secondary cairns astride the track leading from El Sciama in Italian Somaliland in a direction south-south-west ;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da El Sciama, nella Somalia Italiana, va in direzione sud-sud-ovest ;
9.0-12.0	through the area known as Rama Gedoli ;	attraversa la zona conosciuta col nome di Rama Gedoli ;
13.2	through a secondary cairn ;	incontra un cippo secondario, mucchio di sassi ;
13.5	through two secondary cairns astride the track leading from El Ghala through Megag, in Kenya and Rama Gedoli to Meri in Italian Somaliland ;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da El Ghala, passando per Megag, nel Chenia e Rama Gedoli, va a Meri nella Somalia Italiana ;

		Distances Distanze Km.
through the area known as Gol Kio;	attraversa la zona conosciuta col nome di Gol Kio;	20.0–25.0
through a secondary cairn;	incontra un cippo secondario, mucchio di sassi;	23.1
through two secondary cairns astride the track leading in a direction north-north-east from Wel Gersi, which lies km. 1.3 in Kenya;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Wel Gersi va in direzione nord-nord-est, lasciando Wel Gersi a km. 1,3 nel Chenia;	24.9
through two secondary cairns astride the track leading from Wel Gersi in Kenya to Meri in Italian Somaliland;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Wel Gersi, nel Chenia, va a Meri nella Somalia Italiana;	28.2
through the cemented masonry Primary Beacon No. 10;	incontra il Cippo Principale No. 10 in muratura;	33.3
through two secondary cairns astride the track leading from Falama in Kenya to Bìlaca in Italian Somaliland;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Falama nel Chenia va a Bìlaca nella Somalia Italiana;	35.4
through two secondary cairns astride the track leading from Daka Laftu in Kenya round the north of the area known as Bute to Bìlaca in Italian Somaliland;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Daka Laftu nel Chenia, passando a nord della zona di Bute, va a Bìlaca, nella Somalia Italiana;	37.1
through the area known as Bute;	attraversa la zona conosciuta col nome di Bute;	37.7–42.0
through a secondary cairn;	incontra un cippo secondario, mucchio di sassi;	43.3
leaving the hill of Ghedo Samà in Italian Somaliland;	lascia la collina di Ghedo Samà nella Somalia Italiana;	50.0
through a secondary cairn;	incontra un cippo secondario, mucchio di sassi;	53.3
through two secondary cairns astride the track leading from Ramu in Kenya through Ilalo to Bìlaca in Italian Somaliland, leaving the group of wells of Ilalo about a third of a kilometre in Italian Somaliland;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Ramu nel Chenia e passando per Ilalo va a Bìlaca nella Somalia Italiana, lasciando a circa un terzo di chilometro il gruppo dei pozzi di Ilalo nella Somalia Italiana;	54.1
through two secondary cairns astride the track leading from Ali Golo in Kenya to Gorgala, which is km. 2.0 in Italian Somaliland, leaving a small pool unnamed km. 0.2 in Kenya;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Ali Golo nel Chenia, va a Gorgala, che si trova a km. 2,0 nella Somalia Italiana, lasciando un piccolo stagno senza nome a km. 0,2 nel Chenia;	62.0

Distances Distanze Km.		
63.4	through the cemented masonry Primary Beacon No. 11;	incontra il Cippo Principale No. 11 in muratura;
73.4	through a secondary cairn on the north side of the track leading from El Kura, which is km. 1.8 in Kenya to Hara Cadera in Italian Somaliland;	incontra un cippo secondario, mucchio di sassi, al lato nord della pista che, da El Kura che si trova a km. 1,8 nel Chenia, va ad Hara Cadera nella Somalia Italiana;
76.1	through two secondary cairns astride the track leading from Kura Yeri in Kenya to Hara Cadera in Italian Somaliland;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Kura Yeri, nel Chenia, va ad Hara Cadera nella Somalia Italiana;
82.4	through two secondary cairns astride the track leading from Kura in Kenya in a direction south-south-east;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Kura nel Chenia, va in direzione sud-sud-est;
83.4	through a secondary cairn;	incontra un cippo secondario, mucchio di sassi;
90.1	through two secondary cairns astride the track leading from Konton in Kenya to Serenli in Italian Somaliland;	incontra due cippi secondari, mucchi di sassi, a cavallo della pista che da Konton nel Chenia a a Serenli nella Somalia Italiana;
97.0	through a secondary cairn and the adjacent cemented masonry Primary Beacon No. 12 located astride the road from Wajer Bor in Kenya to Serenli in Italian Somaliland, leaving the pool of Dadol km. 0.2 in Kenya;	incontra un cippo secondario, mucchio di sassi, eppoi il Cippo Principale No. 12 in muratura disposti a cavallo della strada che da Wajer Bor nel Chenia va a Serenli nella Somalia Italiana, lasciando lo stagno di Dadol a km. 0,2 nel Chenia;
103.3	through a secondary cairn;	incontra un cippo secondario, mucchio di sassi;
104.0	leaving two small pools unnamed km. 0.2 in Kenya;	lascia due stagni senza nome a km. 0,2 nel Chenia;
113.1	through a small pool unnamed;	incontra un piccolo stagno senza nome;
113.3	through a secondary cairn;	incontra un cippo secondario, mucchio di sassi;
121.4	leaving the pools of Bactili about $1\frac{1}{2}$ kilometres in Italian Somaliland;	lascia gli stagni di Bactili a circa $1\frac{1}{2}$ chilometri nella Somalia Italiana;
123.2	through the cemented masonry Primary Beacon No. 13;	incontra il Cippo Principale No. 13 in muratura;
127.6	through two secondary cairns astride the road leading from Wel Garas, which is km. 4.4 in Kenya, to Gherille, which is km. 4.9 in Italian Somaliland;	incontra due cippi secondari, mucchi di sassi, a cavallo della strada che da Wel Garas che si trova a km. 4,4 nel Chenia, va a Gherille che si trova a km. 4,9 nella Somalia Italiana;

		Distances Distanze Km.
through a secondary cairn;	incontra un cippo secondario, mucchio di sassi;	132.7
through a secondary cairn;	incontra un cippo secondario, mucchio di sassi;	142.7
through the cement Primary Beacon No. 14;	incontra il Cippo Principale No. 14 in cemento;	152.7
crossing the track leading from Wel Adi in Kenya to the Gololati–Escudutca track;	taglia la pista che da Wel Adi nel Chenia, va alla pista Gololati-Escudutca;	155.0
crossing the track leading from Gololati in Kenya to Escudutca in Italian Somaliland;	taglia la pista che da Gololati nel Chenia va a Escudutca nella Somalia Italiana;	158.3
through a secondary cairn;	incontra un cippo secondario, mucchio di sassi;	162.7
through a secondary cairn;	incontra un cippo secondario, mucchio di sassi;	172.9
through the cement Primary Beacon No. 15;	incontra il Cippo Principale No. 15 in cemento;	182.9
crossing the track leading from Hambalash to Dif, both of which places are in Kenya;	taglia la pista che da Hambalash va a Dif, entrambe queste località rimanenti nel Chenia;	187.5
through a secondary cairn;	incontra un cippo secondario, mucchio di sassi;	193.0
crossing Lak Bisq;	attraversa il Lak Bisq;	199.6
crossing the track leading from Hambalash to Dif, both of which places are in Kenya;	taglia la pista che da Hambalash va a Dif, entrambe queste località rimanenti nel Chenia;	199.8
through the cement Primary Beacon No. 16 and the adjacent secondary cairn, located astride the motor road from Wajer Dima in Kenya to Afmadù in Italian Somaliland, leaving the group of pools of Dif about 1 kilometre in Kenya;	incontra il Cippo Principale No. 16, in cemento, eppoi un cippo secondario, mucchio di sassi, disposti a cavallo della strada camionabile che da Wajer Dima, nel Chenia, va ad Afmadù nella Somalia Italiana, lasciando il gruppo degli stagni di Dif a circa 1 chilometro nel Chenia;	201.8
(*)through a secondary earth gabion;	(*)incontra un cippo secondario, in ramaglia e terra;	211.8
crossing the track running in a north-westerly direction from Abodili in Italian Somaliland;	taglia una pista che da Abodili, nella Somalia Italiana, va in direzione nord-ovest;	216.8
(*)through a secondary earth gabion;	(*)incontra un cippo secondario, in ramaglia e terra;	221.8
through the cement Primary Beacon No. 17;	incontra il Cippo Principale No. 17, in cemento;	232.0

(*) The secondary earth gabions on the boundary will be replaced by cement or masonry beacons or by cairns under the terms of paragraph 14 of the Agreement.

(*) I cippi secondari di ramaglia e terra sul confine saranno sostituiti con cippi in cemento, muratura o mucchi di sassi, secondo quanto è detto al paragrafo 14 dell'Accordo.

Distances Distanze Km.		
242.0	(*)through a secondary earth gabion;	(*)incontra un cippo secondario, in ramaglia e terra;
251.9	(*)through a secondary earth gabion;	(*)incontra un cippo secondario, in ramaglia e terra;
256.0	(*)through the cement Primary Beacon No. 18 and the adjacent secondary earth gabion located astride the road from Benani in Kenya to Au in Italian Somaliland;	(*)incontra il Cippo Principale No. 18 in cemento, eppoi un cippo secondario in ramaglia e terra, disposti entrambi a cavallo della strada che da Benani, nel Chenia, va ad Au, nella Somalia Italiana;
256.2-256.4	crossing Lak Ghorqani, in which the "bisq" scrub is particularly dense;	attraversa il Lak Ghorqani con fittissima vegetazione di "bisseca" nel letto di esso;
261.0-262.0	crossing Lak Dera;	attraversa il Lach Dera;
267.0	(*)through a secondary earth gabion and the adjacent cement Primary Beacon No. 19, located astride the track leading from Liboi in Kenya to Dobli in Italian Somaliland;	(*)incontra un cippo secondario in ramaglia e terra, eppoi il Cippo Principale No. 19 in cemento, disposti a cavallo della pista che da Liboi, nel Chenia, va a Dobli, nella Somalia Italiana;
279.2	through a small pool unnamed;	incontra un piccolo stagno senza nome;
282.0	(*)through a secondary earth gabion;	(*)incontra un cippo secondario, in ramaglia e terra;
292.0	(*)through a secondary earth gabion;	(*)incontra un cippo secondario, in ramaglia e terra;
302.0	(*)through a secondary earth gabion;	(*)incontra un cippo secondario, in ramaglia e terra;
312.2	through the cement Primary Beacon No. 20, approximately on the Equator;	incontra il Cippo Principale No. 20, in cemento, approssimativamente sull'equatore;
322.0	(*)through a secondary earth gabion;	(*)incontra un cippo secondario, in ramaglia e terra;
329.7	(*)through a secondary earth gabion and the adjacent cement Primary Beacon No. 21, located astride the track leading in a north-westerly direction from Dib Ul Chena in Italian Somaliland;	(*)incontra un cippo secondario, in ramaglia e terra, eppoi il Cippo Principale No. 21, in cemento, disposti a cavallo della pista che da Dib Ul Chena, nella Somalia Italiana, va in direzione nord-ovest;
341.8	(*)through a secondary earth gabion;	(*)incontra un cippo secondario, in ramaglia e terra;
349.8	crossing the road leading from Jara Jila, which lies km. 2.6 in Kenya, to Cormale in Italian Somaliland;	taglia la strada che da Jara Jila a km. 2,6 nel Chenia va a Cormale nella Somalia Italiana;

(*) See footnote on page 23.

(*) Vedi nota a pag. 23.

	Distances Distanze Km.
(*)through a secondary earth gabion;	
through the area known as Uarrach;	351.7
(*)through a secondary earth gabion;	361.0–365.8
touching the east edge of the pool of Gangesa, which remains entirely in Kenya;	361.7
(*)through a secondary earth gabion, leaving the pool of Dubra km. 2.9 in Italian Somaliland;	369.6
through the cement Primary Beacon No. 22 on the south side of the road leading from War Dod in Kenya to Cauitti in Italian Somaliland, leaving the pool of Bakaja Obe km. 2.7 in Kenya and that of Corio Cauitti km. 2.3 in Italian Somaliland;	371.8
crossing the track leading from Bakaja Obe in Kenya, to Gurara, which pool is km. 2.1 in Italian Somaliland;	375.8
(*)through a secondary earth gabion;	381.2
between the two pools of Mata Arba, the larger one falling in Kenya, the smaller in Italian Somaliland;	381.8
touching the west edge of the pool of Cascia Debin, which remains entirely in Italian Somaliland;	387.4
(*)through a secondary earth gabion;	390.7
a grave which lies immediately on the east of the boundary;	391.8
crossing Lach Sara;	392.1
crossing the track leading from Kasha Gurgurda in Kenya to Mug Domaro in Italian Somaliland, leaving the pool of Sara km. 0.5 in Italian Somaliland;	400.0–400.4
through a cement pointer beacon to the cement Primary Beacon No. 23.	402.4
	404.2

(*) See footnote on page 23.

(*)incontra un cippo secondario, in ramaglia e terra;	
attraversa la regione conosciuta col nom di Uarrach;	
(*)incontra un cippo secondario, in ramaglia e terra;	
tocca lo stagno di Gangesa sulla sponda est in modo da lasciarlo completamente nel Chenia;	
(*)incontra un cippo secondario, in ramaglia e terra, lasciando lo stagno di Dubra a km. 2,9 nella Somalia Italiana;	
incontra il Cippo Principale No. 22, in cemento, al lato sud della strada che da War Dod nel Chenia va a Cauitti nella Somalia Italiana, lasciando lo stagno di Bakaja Obe a km. 2,7 nel Chenia e quello di Corio Cauitti a km. 2,3 nella Somalia Italiana;	
taglia la pista che da Bakaja Obe nel Chenia, va a Gurara, stagno che si trova a km. 2,1 nella Somalia Italiana;	
(*)incontra un cippo secondario, in ramaglia e terra;	
passa fra i due stagni di Mata Arba lasciando il più grande nel Chenia ed il più piccolo nella Somalia Italiana;	
incontra, sfiorandolo ad est, lo stagno di Cascia Debin, che rimane completamente nella Somalia Italiana;	
(*)incontra un cippo secondario, in ramaglia e terra;	
lascia una tomba immediatamente ad est del confine;	
attraversa il Lach Sara;	
taglia la pista che va da Kasha Gurgurda nel Chenia a Mug Domaro nella Somalia Italiana, lasciando lo stagno di Sara a km. 0,5 nella Somalia Italiana;	
incontra un cippo sussidiario in cemento eppoi il Cippo Principale No. 23 pure in cemento.	

(*) Vedi nota a pag. 23.

Distances Distanze Km.		
	Section 4.	*Sezione* 4.
	From Primary Beacon No. 23 (*Latitude* 0°50′00″.00 *South, Longitude* 40°59′44″.34 *East of Greenwich to Primary Beacon No.* 28 (*angle near Chiamboni*).	*Dal Cippo Principale No.* 23 (*latitudine australe* 0°50′00″,00, *longitudine est Greenwich* 40°59′44″,34) *al Cippo Principale No.* 28 (*vertice di Chiamboni*).
	Leaving Primary Beacon No. 23, the boundary passes in a south-easterly direction, the alignment being indicated by a cement pointer beacon :—	Partendo dal Cippo Principale No. 23, il confine volge in direzione sud-est seguendo l'allineamento indicato da un cippo sussidiario in cemento ed a :
4.3-4.8	crossing a "lak" unnamed ;	attraversa un "lach" senza nome ;
7.6	through two cement secondary beacons astride the road leading from Ilkabere in Kenya to Mug Domaro in Italian Somaliland ;	incontra due cippi secondari, in cemento, a cavallo della strada che da Ilkabere nel Chenia va a Mug Domaro nella Somalia Italiana ;
10.0	through a cement secondary beacon ;	incontra un cippo secondario, in cemento ;
14.6	crossing the road leading from Odolabambu in Kenya to Ulaul in Italian Somaliland ;	incontra una pista che da Odolabambu nel Chenia va a Ulaul nella Somalia Italiana ;
20.3	crossing the track leading from the group of pools of Dambala in Kenya to Ulaul in Italian Somaliland ;	incontra la pista che dal gruppo di stagni di Dambala nel Chenia va ad Ulaul nella Somalia Italiana ;
21.5	through two cement secondary beacons astride the road leading from Dambala in Kenya to Cussa in Italian Somaliland ;	incontra due cippi secondari, in cemento, a cavallo della strada che da Dambala nel Chenia va a Cussa nella Somalia Italiana ;
24.1	through two cement secondary beacons astride the track leading from Konoghori in Kenya to Dola in Italian Somaliland ;	incontra due cippi secondari, in cemento, a cavallo della pista che da Konoghori, nel Chenia, va a Dola, nella Somalia Italiana ;
30.0	through the cement Primary Beacon No. 24 ;	incontra il Cippo Principale No. 24, in cemento ;
31.1	through a cement secondary beacon opposite the pool of Juma Korke which lies in Kenya ;	incontra un cippo secondario, in cemento, di fronte allo stagno di Juma Korke che rimane nel Chenia ;
34.4-34.9	through a series of three cement secondary beacons spaced across the scattered tracks leading from Rama Jebia in Kenya to Hola Dugium in Italian Somaliland ;	incontra una serie di tre cippi secondari in cemento disposti ad intervalli sul fascio di piste che da Rama Jebia, nel Chenia, vanno ad Hola Dugium nella Somalia Italiana ;

		Distances Distanze Km.
through a series of five cement secondary beacons accentuating the partition of the pools of Kolbio;	incontra une serie di cinque cippi secondari, in cemento, in modo da rendere più evidente la suddivisione degli stagni di Kolbio;	41.4-42.7
through a series of three cement secondary beacons spaced across the scattered tracks on the caravan route leading from Lama Det in Kenya to Uama Idu in Italian Somaliland;	incontra una serie di tre cippi secondari, in cemento, disposti ad intervalli sul fascio di piste sulla carovaniera che da Lama Det, nel Chenia, vanno a Uama Idu nella Somalia Italiana;	43.2-43.5
through the cement Primary Beacon No. 25, in the area of Did Sanga;	incontra il Cippo Principale No. 25, in cemento, nella zona di Did Sanga;	51.3
passing a small pool unnamed which falls in Kenya;	lascia un piccolo stagno senza nome nel Chenia;	56.5
through a cement secondary beacon;	incontra un cippo secondario in cemento;	61.1
through a belt of forest with dense undergrowth, known as the "bada";	attraversa una zona di foresta con fitta boscaglia, conosciuta col nome di "bada";	64.3-68.3
crossing the Lak at Gibitcilaua which remains in Italian Somaliland;	attraversa il Lach a Gibitcilaua che rimane nella Somalia Italiana;	68.7
through a cement secondary beacon;	incontra un cippo secondario in cemento;	69.1
through another belt of the "bada";	attraversa un'altra zona di "bada";	69.2-71.0
leaving the group of pools of Hele Keberye km. 0.4 in Kenya;	lascia il gruppo di stagni di Hele Keberye a km. 0,4 nel Chenia;	71.0
through two cement secondary beacons on the edge of the depression of a pool unnamed half-way between the groups of Kon Tuwari in Kenya and Nuidi in Italian Somaliland, the pool lying in Italian Somaliland;	incontra due cippi secondari in cemento, sul margine della depressione dello stagno senza nome, che è a mezza strada fra Kon Tuwari nel Chenia e Nuidi nella Somalia Italiana, e che resta nella Somalia Italiana;	77.0
through a cement secondary beacon, leaving the pool of Doria in Kenya and that of Bùrrada Ier in Italian Somaliland;	incontra un cippo secondario in cemento, lasciando lo stagno di Doria nel Chenia e quello di Bùrrada Ier nella Somalia Italiana;	80.1
through a cement secondary beacon and the adjacent cement Primary Beacon No. 26, which accentuate the division of a pool unnamed lying astride the boundary;	incontra un cippo secondario in cemento e subito dopo il Cippo Principale No. 26 in cemento, che rendono più evidente la divisione dello stagno senza nome che si trova a cavallo del confine;	89.5

Distances Distanze Km.		
90.7	through a cement secondary beacon on the south-east side of the track leading from Mbogo in Kenya to the group of pools of Labchelli which lies about ½ kilometre in Italian Somaliland;	incontra un cippo secondario in cemento a sud-est della pista che da Mbogo nel Chenia va al gruppo di stagni di Labchelli che rimane a circa mezzo chilometro nella Somalia Italiana;
95.7	through two cement secondary beacons astride the track leading from Wanyeka in Kenya to Baraca in Italian Somaliland, leaving Kon Malabi in Kenya;	incontra due cippi secondari, in cemento, a cavallo della pista che da Wanyeka nel Chenia va a Baraca nella Somalia Italiana, lasciando Kon Malabi nel Chenia;
97.0	through two cement secondary beacons astride the track leading from Pepechono km. 0.4 in Kenya to Billada km. 2.9 in Italian Somaliland;	incontra due cippi secondari, in cemento, a cavallo della pista che da Pepechono a km. 0,4 nel Chenia va a Billada a km. 2,9 nella Somalia Italiana;
99.3	through the cemented masonry Primary Beacon No. 27 on top of the most inland ridge of the coastal hills;	incontra il Cippo Principale No. 27 in muratura disposto proprio sulla sommità della più interna collina dalla costa;
100.1-101.2	through a series of five cemented masonry secondary beacons spaced across a clearing, the last of the series being on the north side of the track leading from Jawasi in Kenya to Comauala which lies km. 1.1 in Italian Somaliland;	incontra una serie di cinque cippi secondari in muratura, disposti ad intervalli in una pianura e l'ultimo dei quali trovasi a nord della pista che da Jawasi nel Chenia va a Comauala nella Somalia Italiana, stagno che resta a km. 1,1;
101.9	through a cemented masonry secondary beacon on the north side of the track leading from Mwangati in Kenya to Meri in Italian Somaliland;	incontra un cippo secondario in muratura a nord della pista che da Mwangati nel Chenia va a Meri nella Somalia Italiana;
103.5-104.1	through a series of four cemented masonry secondary beacons spaced across the shambas;	incontra una serie di quattro cippi secondari in muratura disposti ad intervalli nelle sciambe;
105.9	through a cemented masonry pointer beacon to the cemented masonry Primary Beacon No. 28.	incontra un cippo sussidiario in muratura eppoi il Cippo Principale No. 28 in muratura.
	Section 5.	*Sezione 5.*
	From Primary Beacon No. 28 (angle near Chiamboni) to Primary Beacon No. 29 (Dar Es Salam).	*Dal Cippo Principale No. 28 (vertice di Chiamboni) al Cippo Principale No. 29 (Dar Es Salam).*
	Leaving Primary Beacon No. 28, the boundary passes due	Partendo dal Cippo Principale No. 28, il confine volge esatta-

		Distances Distanze Km.
south, the alignment being indicated by a cemented masonry pointer beacon :—	mente in direzione sud, secondo l'allineamento indicato da un cippo sussidiario in muratura ed a :	
leaving the pool of Mado km. 0.1 in Kenya;	lascia lo stagno di Mado a km. 0,1 nel Chenia;	1.5
leaving the pool of Con Sagàrada km. 0.1 in Italian Somaliland;	lascia lo stagno di Con Sagàrada a km. 0,1 nella Somalia Italiana;	4.1
through a series of five secondary cairns of coral spaced across open ground to the coastal road;	incontra una serie di cinque cippi secondari, mucchi di sassi di materiale corallino, disposti ad intervalli nella pianura presso la strada lungo la costa;	5.3–6.5
through a cemented masonry pointer beacon to the large cemented masonry Primary Beacon No. 29 at Dar Es Salam.	incontra un cippo sussidiario in muratura, eppoi il grande Cippo Principale No. 29 pure in muratura a Dar Es Salam.	7.0
L. N. KING, *Lt.-Col.*, *R.E.*	DOTT. TULLIO COLUCCI.	

APPENDIX II.

TABLE OF GEOGRAPHICAL CO-ORDINATES OF POINTS FIXED ON OR NEAR THE BOUNDARY BETWEEN THE COLONY AND PROTECTORATE OF KENYA AND ITALIAN SOMALILAND BY THE ANGLO-ITALIAN (JUBALAND) BOUNDARY COMMISSION.

Abbreviations employed :—

B. A. S.—British Astronomical Station.

I. A. S.—Italian Astronomical Station.

(B)—Value supplied by the British Mission.

(I)—Value supplied by the Italian Mission.

Primary Beacons are indicated by their numbers.

APPENDICE II.

ELENCO DELLE COORDINATE GEOGRAFICHE DEI PUNTI FISSATI SUL CONFINE (E NEI PRESSI DI ESSO) FRA LA SOMALIA ITALIANA E LA COLONIA E PROTETTORATO DEL CHENIA DALLA COMMISSIONE ANGLO-ITALIANA DEL CONFINE DELL'OLTRE GIUBA.

Abbreviazioni impiegate :

B. A. S.—Stazione Astronomica Britannica.

I. A. S.—Stazione Astronomica Italiana.

(B)—Valore fornito dalla Missione Britannica.

(I)—Valore fornito dalla Missione Italiana.

I Cippi Principali sono indicati dal loro numero.

	British Values Valori Britannici ° ′ ″	Italian Values Valori Italiani ° ′ ″	Values adopted Valori adottati ° ′ ″
MALCA RIE			
B. A. S. ...	N. 3 58 53.31 E. 41 54 43.61		
I. A. S. ...		N. 3 58 59.70 E. 41 54 46.05	
No. 1	N. 3 58 56.47 E. 41 54 35.97	N. 3 58 59.36 E. 41 54 36.89	N. 3 58 57.92 E. 41 54 36.43
No. 2			(B) N. 3 57 10.97 E. 41 53 21.71
No. 3			(B) N. 3 49 23.68 E. 41 47 55.25
No. 4			(B) N. 3 36 05.33 E. 41 38 37.50
FINNO			
B. A. S. ...	N. 3 26 19.95 E. 41 32 01.62		
Cairn ... ... (Ammasso di sassi)			(B) N. 3 26 59.28 E. 41 32 16.01
No. 5			(B) N. 3 26 05.92 E. 41 31 38.76
DAMASA DAMAS			
B. A. S. ...	N. 3 09 28.43 E. 41 20 01.11		
I. A. S. ...		N. 3 09 24.40 E. 41 20 03.45	
No. 6	N. 3 09 25.00 E. 41 19 59.55	N. 3 09 23.75 E. 41 19 59.60	N. 3 09 24.37 E. 41 19 59.58
No. 7			(B) N. 3 00 44.80 E. 41 11 15.67
No. 8			N. 2 49 19.20 E. 40 59 44.34

	British Values Valori Britannici ° ′ ″	Italian Values Valori Italiani ° ′ ″	Values adopted Valori adottati ° ′ ″
EL SCIAMA			
B. A. S. ...	N. 2 47 30.90 E. 40 59 48.75		
I. A. S. ..		N. 2 47 28.90 E. 40 59 52.80	
EL GHALA			
well ... ... (pozzo)	N. 2 48 12.01 E. 40 58 35.08	N. 2 48 11.00 E. 40 58 37.18	N. 2 48 11.51 E. 40 58 36.13
No. 9	N. 2 47 35.58 E. 40 59 43.26	N. 2 47 34.53 E. 40 59 45.41	N. 2 47 35.06 E. 40 59 44.34
No. 10			(B) N. 2 31 15.07 E. 40 59 44.34
No. 11			(B) N. 2 14 55.09 E. 40 59 44.34
No. 12			(B) N. 1 56 40.78 E. 40 59 39.54
"100 Kilometres" B. A. S.	N. 1 53 16.23 E. 40 59 37.14		
No. 13			(B) N. 1 42 27.16 E. 40 59 44.34
No. 14			(I) N. 1 26 26.85 E. 40 59 44.34
No. 15			(I) N. 1 10 02.74 E. 40 59 44.34
DIF			
B. A. S. ...	N. 0 59 25.79 E. 40 59 08.13		
I. A. S. ...	N. 0 59 47.95 E. 40 59 49.39	N. 0 59 55.52 E. 40 59 49.26	N. 0 59 51.73 E. 40 59 49.33
No. 16			N. 0 59 49.90 E. 40 59 44.34
No. 17			(I) N. 0 43 25.26 E. 40 59 44.34
No. 18			(I) N. 0 30 23.94 E. 40 59 44.34
LIBOI			
B. A. S. ...	N. 0 24 22.96 E. 40 58 28.13		
No. 19			(B) N. 0 24 26.84 E. 40 59 44.34
No. 20			(I) S. 0 00 04.73 E. 40 59 44.34
RAMA GUDA			
B. A. S. ...	S. 0 09 59.47 E. 40 59 24.26		
I. A. S. ...	S. 0 09 55.28 E. 40 59 30.66	S. 0 09 52.38 E. 40 59 30.93	S. 0 09 53.83 E. 40 59 30.80
No. 21			S. 0 09 33.90 E. 40 59 44.34
No. 22			(I) S. 0 34 35.09 E. 40 59 44.34
"Zero Cinquanta" B. A. S. ...	S. 0 49 10.47 E. 40 59 57.21		
I. A. S. ...	S. 0 49 54.32 E. 41 00 10.92	S. 0 49 51.03 E. 41 00 10.70	S. 0 49 52.68 E. 41 00 10.81
No. 23			S. 0 50 00.00 E. 40 59 44.34
DAMBALA			
B. A. S. ...	S. 0 57 41.47 E. 41 06 58.58		
No. 24			(B) S. 1 03 03.21 E. 41 09 22.37

	British Values Valori Britannici ° ′ ″	Italian Values Valori Italiani ° ′ ″	Values adopted Valori adottati ° ′ ″
DID SANGA			
B. A. S. ...	S. 1 12 18.03 E. 41 16 10.65		
No. 25			(B) S. 1 12 19.96 E. 41 16 13.27
No. 26			B) S. 1 28 55.61 E. 41 28 33.09
No. 27			(B) S. 1 33 11.10 E. 41 31 42.94
CHIAMBONI			
B. A. S. ...	S. 1 38 24.48 E. 41 35 31.89		
I. A. S. ...		S. 1 38 27.86 E. 41 35 34.13	
RAS CHIAMBONI			
highest point (sommità del capo)	S. 1 38 37.61 E. 41 35 45.87	S. 1 38 39.44 E. 41 35 45.92	S. 1 38 38.52 E. 41 35 45.90
No. 28			S. 1 36 05.03 E. 41 33 52.18
DAR ES SALAM			
No. 29			S. 1 39 51.95 E. 41 33 52.18
DIUA DAMASCIACA			
southern islet (isola del sud)			S. 1 39 51.95 E. 41 34 54.12
DOLO			
I. A. S. ... (on right bank of Giuba) (sulla sponda destra del Giuba)		N. 4 10 37.27 E. 42 05 00.15	
R. Residenza (on left bank of Giuba) (sulla sinistra del Giuba)			
Flag-staff ... (Asta bandiera)			(I) N. 4 10 44.46 E. 42 05 05.98
Junction of Daua and Giuba ... (Confluenza del Daua col Giuba)		N. 4 10 43.71 E. 42 04 59.21	
TABDA			
B. A. S. on S.W. edge of pool (margine sud W. dello stagno)	N. 0 18 16.60 E. 41 26 45.45		N. 0 18 16.60 E. 41 26 45.45
I. A. S. on S. edge of pool (margine S. dello stagno)		N. 0 18 17.43 E. 41 27 06.09	

	British Values Valori Britannici	Italian Values Valori Italiani	Values adopted Valori adottati
	° ′ ″	° ′ ″	° ′ ″
DADO HARRE			
I. A. S. ...		S. 0 14 06.55 E. 41 10 22.88	S. 0 14 06.55 E. 41 10 22.88
WAR DOD			
B. A. S. ...	S. 0 34 21.60 E. 40 56 52.88		S. 0 34 21.60 E. 40 56 52.88
UAMA IDU			
Flag-staff of askaris' camp... (Asta bandiera del campo Ascari)	S. 1 03 30.30 E. 41 23 05.19	S. 1 03 30.29 E. 41 22 59.96	S. 1 03 30.29 E. 41 23 02.58

L. N. KING, *Lt.-Col., R.E.* DOTT. TULLIO COLUCCI.

APPENDIX III.

MAP.(*)

APPENDIX IV.

GAZETTEER TO THE MAP OF THE BOUNDARY DEMARCATED BETWEEN THE COLONY AND PROTECTORATE OF KENYA AND ITALIAN SOMALILAND, GIVING THE EQUIVALENT BRITISH AND ITALIAN SPELLINGS OF PLACE-NAMES.

1. Place-names are shown on the map of the frontier in the following forms :—

if on the Kenya side of the boundary, as spelt according to the R.G.S. II system of transcription;

if on the Italian Somaliland side of the boundary, in Italian spelling;

certain localities which fall actually on the boundary are shown spelt in both methods.

2. In most cases, transcription under the R.G.S. II system

APPENDICE IV.

REPERTORIO DEI NOMI RIPORTATI NELLA CARTA DEL CONFINE DELIMITATO FRA LA SOMALIA ITALIANA E LA COLONIA E PROTETTORATO DEL CHENIA CON LE ORTOGRAFIE EQUIVALENTI IN INGLESE ED IN ITALIANO.

1. I nomi delle località sono indicati sulla carta del Confine nel modo seguente :

se sono dalla parte del Chenia, secondo il sistema R.G.S. II (2° sistema della Reale Società Geografica Britannica);

se sono dalla parte della Somalia Italiana, in ortografia Italiana;

se sono a cavallo del confine in tutti due i modi.

2. Nella maggior parte dei casi i nomi sono stati scritti,

(*) Not reproduced. See map illustrating the boundary annexed.

or according to Italian spelling has been effected by a careful interrogation of natives, involving the twin problems of the language and meaning of the name.

In cases where a name has been collected by one of the two Missions but has not been verified by the other, the letter B or I in brackets indicates the Mission responsible for it (British or Italian).

3. A place-name written against a road or track to indicate the origin or destination of the road or track, is catalogued in this Appendix merely by a sheet number followed by the letter K or S, according as the place lies in Kenya or Italian Somaliland.

secondo il sistema R.G.S. II o secondo l'ortografia Italiana, in seguito ad un'accurata interrogazione degli indigeni, e studiando il duplice problema della lingua e del significato del nome.

Quando il nome è stato raccolto da une delle due Missioni e non verificato dall'altra, la lettera B o I, tra parentesi, indicherà quale Missione (Britannica o Italiana) ne assume la responsabilità.

3. I nomi di località scritti a margine di strada o pista, per indicarne la provenienza o l'indirizzo, sono stati elencati in questa Appendice col numero del foglio seguito dalle lettere K o S. secondo che le località stesse si trovino nel Chenia o nella Somalia Italiana.

	Name as shown on the map Nome come è indicato sulla carta	System of spelling (R.G.S. II or Italian) Sistema d'ortografia (Italiano o R.G.S. II)	Name as written in alternative system Nome come è scritto nell'altro sistema	Map reference Foglio e quadretto
(B)	Abale Karihan	R.G.S. II	Abale Carihan	4. h. 6
(B)	Abak Fin	R.G.S. II	Abach Fin	2. f. 1
(B)	Abaudani	R.G.S. II	Abaudani	4. h. 7
	Abodili	Ital.	Abodili	3. c. 4
	Abu Gala	Ital.	Abu Gala	3. g. 6
(B)	Ade Der	R.G.S. II	Ade Der	3. f. 2
	Afmadù	Ital.	Afmadu	3. S.
	Alacù	Ital.	Alaku	1. b. 8
(B)	Alderi	R.G.S. II	Alderi	4. h. 6
(B)	Ali Gabi	R.G.S. II	Ali Gabi	3. f. 3
(B)	Ali Golo	R.G.S. II	Ali Golo	2. c. 3
(B)	Aliscirlong	Ital.	Alishirlong	4. f. 7
	Allango Chilili	Ital.	Alango Kilili	3. i. 4
(I)	Allango Gurrù	Ital.	Alango Guru	3. i. 4
	Allango Iei	Ital.	Alango Yeyi	3. g. 6
	Allango Uba	Ital.	Alango Huba	3. e. 6
(B)	Ara	Ital.	Ara	4. e. 8-9
(B)	Arba Arura	Ital.	Arba Arura	4. f. 7
	Arda Dadaja	R.G.S. II	Arda Dadagia	1. h. 3
	Au	Ital.	A-o	3. d. 6
	Avein Nur	Ital.	Aven Nur	1. g. 4
(B)	Aual Hoco	Ital.	Hawal Hoko	3. d. 6
(B)	Awal Holkole	R.G.S. II	Aual Colcole	4. d. 3
(B)	Aweyon	R.G.S. II	Aueion	1. c. 6
(B)	Ba Nongo	Ital.	Ba Nongo	4. g. 6
(B)	Babio	R.G.S. II	Babìo	4. h. 7
	Bactili	Ital.	Baghtili	1. d. 8
(B)	Bactili	Ital.	Baghtili	2. f. 4
(B)	Bada	R.G.S. II	Bada	4. f. 6; g. 6

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	Name as shown on the map Nome come è indicato sulla carta	System of spelling (R.G.S. II or Italian) Sistema d'ortografia (Italiano o R.G.S. II)	Name as written in alternative system Nome come è scritto nell'altro sistema	Map reference Foglio e quadretto
(I)	Baddà Gila	Ital.	Bada Jila	4. c. 6
(I)	Bàddana	Ital.	Badana	3. f.
(I)	Baghel Urghet	Ital.	Bagel Urget	1. g. 5
(B)	Bahareni	R.G.S. II	Bahareni	4. i. 7
(B)	Bai	R.G.S. II	Bai	1. a. 8
	Bakaja Obe	R.G.S. II	Baccheg Obbe	4. b. 3
(B)	Bàlaga	Ital.	Balaga	4. g. 6
(B)	Bal Bale	R.G.S. II	Bal Bale	2. f. 2
(I)	Bambà Giavani	Ital.	Bamba Javani	1. e. 7
(B)	Bandari Ia Mbusi	Ital.	Bandari Ya Mbuzi	4. f. 8
(B)	Bandir	Ital.	Bandir	4. f. 7
(B)	Banioli	Ital.	Banyoli	1. b. 7
(B)	Ban Wayama	R.G.S. II	Ban Uaiama	3. c. 1
(B)	Ban Wirawira	R.G.S. II	Ban Uirauira	3. d. 1
(B)	Baraca	Ital.	Baraka	4. h. 7
(B)	Baraca Halichi Chifuri	Ital.	Baraka Haliki Kifuri	4. g. 8
(B)	Bassa Halò	Ital.	Basa Halo	4. e. 7
	Bedima	R.G.S. II	Bedima	4. K.
(B)	Beila Machesa	R.G.S. II	Beila Macesa	1. K.
	Benani	R.G.S. II	Benani	3. K.
(B)	Bendera Baniani	Ital.	Bendera Banyani	4. f. 8
	Benti	Ital.	Banti	1. e. 7
	Benuera	Ital.	Benwera	3. h. 5
(B)	Ber Hawamadi	R.G.S. II	Ben Hauamadi	1. d. 6
	Berti Finno	R.G.S. II	Berti Finno	1. e. 5
(I)	Bila	Ital.	Bila	1. i. 4
(B)	Bìlaca	Ital.	Bilaqa	2. S.
(B)	Bìllada	Ital.	Bilada	4. h. 7
(B)	Bia Gudud	Ital.	Bia Gudud	4. e. 8
(B)	Bio Gudud	Ital.	Bio Gudud	4. h. 7
(B)	Bio Madò	Ital.	Bio Mado	4. f. 8
	Bircao (Som.: Bur Gap)	Ital.	Birkao (Som.: Bur Gap)	4. f. 9
(B)	Bircao Andani	Ital.	Birkao Andani	4. e. 8
(B)	Biscaia	Ital.	Biskaya	4. e. 5–6
	Bissan Addi	Ital.	Bisan Adi	3. i. 4
(B)	Bissan Dima	Ital.	Bisan Dima	4. e. 5
(B)	Bìsseca Tuma	Ital.	Bisq Tuma	4. d. 4
(B)	Bogi	Ital.	Boji	3. d. 4–c. 5
	Bogi Bachadli	Ital.	Boji Baghadli	3. d. 6
(B)	Boji	R.G.S. II	Bogi	2. d. 2–c. 3
	Bora	Ital.	Bora	4. d. 5
(B)	Bo–Sa	R.G.S. II	Bo–Sa	1. d. 6
(B)	Buba	Ital.	Buba	4. g. 6
	Bubisu	Ital.	Bubisu	1. b. 8
(B)	Bubusc	Ital.	Bubush	4. f. 8
(B)	Bulto Hari	Ital.	Bulto Hari	4. e. 8
(B)	Burali	Ital.	Burali	4. f. 8
(I)	Bur Curfù Curfù	Ital.	Bur Kurfu Kurfu	1. i. 3
(B)	Bur Cus	Ital.	Bur Kus	1. f. 5
(B)	Bur Dera	Ital.	Bur Dera	4. f. 9
(B)	Bur Gardida	R.G.S. II	Bur Gardida	2. c. 3
(B)	Bur Gawse	R.G.S. II	Bur Gose	1. c. 7
(I)	Bur Gherille	Ital.	Bur Gerile	1. f. 6
	Bur Hafura	R.G.S. II	Bur Hafura	1. e. 6
(B)	Bur Hogor Dobli	Ital.	Bur Hogor Dobli	2. b. 4
(B)	Bur Jabi	R.G.S. II	Bur Giabi	2. b. 3
	Bur Manza	R.G.S. II	Bur Mansa	1. f. 5
(I)	Bur Samarole	Ital.	Bur Samarole	1. i. 4
(I)	Bur Uar Benli	Ital.	Bur War Benli	1. i. 4
(B)	Bur Uaro	Ital.	Bur Waro	1. d. 6

	Name as shown on the map Nome come è indicato sulla carta	System of spelling (R.G.S. II or Italian) Sistema d'ortografia (Italiano o R.G.S. II)	Name as written in alternative system Nome come è scritto nell'altro sistema	Map reference Foglio e quadretto
(B)	Bur Wein	R.G.S. II	Bur Uein	2. b. 3
(B)	Buri Haula	Ital.	Buri Haula	4. f. 9
(B)	Buri Manga	Ital.	Buri Manga	4. f. 8
(B)	Burki Dima Dar	R.G.S. II	Burchi Dima Dar	1. e. 5
	Burki Finno	R.G.S. II	Burchi Finno	1. e. 5
(B)	Bùrrada Ier	Ital.	Burada Yer	4. g. 6
(B)	Bùrrada Uein	Ital.	Burada Wein	4. g. 6
(B)	Bute	Ital.	Bute	2. b. 4
(I)	Cabanà	Ital.	Kabana	4. e. 5
(B)	Cabo Chìscero	Ital.	Kabo Kishero	4. g. 6
(B)	Cala	Ital.	Kala	4. g. 6
(B)	Camora	Ital.	Kamora	1. b. 8
	Camora Bali	Ital.	Kamora Bali	3. g. 5
	Camora Gof	Ital.	Kamora Gawf	1. S.
	Camor Gila	Ital.	Kamor Jila	3. i. 5
(I)	Camudi	Ital.	Qamudi	1. i. 3
(I)	Cancirri	Ital.	Kanchiri	1. S.
	Carim	Ital.	Karim	4. e. 5
	Cascia Debin	Ital.	Kasha Debina	4. c. 3
	Cauitti	Ital.	Kawiti	4. b. 4
(I)	Chèliga	Ital.	Keliga	1. a. 8
(I)	Cherru	Ital.	Keru	1. d. 7
	Chiamboni	Ital.	Kiamboni	4. h. 7
(B)	Chiamboni	Ital.	Kiamboni	4. f. 9
(B)	Chidingo	Ital.	Kidhingo	4. f. 8
(B)	Chidivani	Ital.	Kidhivani	4. e. 8
(B)	Chigome Ciavaduca	Ital.	Kigome Chavaduka	4. f. 8
	Chisimaio	Ital.	Kismayu	3. S.
(B)	Chìssida	Ital.	Kisida	4. g. 6
(B)	Chissilè	Ital.	Kisile	4. f. 8
(B)	Chitungheni	Ital.	Kitungeni	4. f. 8
(B)	Chiuapissi	Ital.	Kiwapisi	4. f. 9
(B)	Ciala	Ital.	Chala	4. g. 6
(I)	Cocaio	Ital.	Kokaio	1. i. 3
(B)	Coiti	Ital.	Kohiti	3. i. 4
(B)	Colamo	Ital.	Kolamo	4. g. 6
(B)	Comauala	Ital.	Komawala	4. h. 7
(B)	Comor	Ital.	Komor	4. g. 6
(B)	Con Gula	Ital.	Kon Gula	4. g. 6
(B)	Con Sagàrada	Ital.	Kon Sagarada	4. h. 7
	Cono Gibili	Ital.	Kono Jibili	3. h. 6
(I)	Cono Roba	Ital.	Kono Roba	3. f. 6
(I)	Cora Igiàb	Ital.	Kora Ijab	1. f. 6
	Corbes	Ital.	Korbes	4. c. 6
	Coriamu	Ital.	Qoriamo	1. c. 8
	Corio Cauitti	Ital.	Gori Kawiti	4. b. 4
	Cormale	Ital.	Kormale	3. i. 4
	Cuddama	Ital.	Kudama	1. f. 5
(B)	Cugno	Ital.	Kunyo	2. f. 3–3. b. 5
(I)	Cuis Cavara	Ital.	Kuwis Kavara	3. f. 6
	Cuis Dera	Ital.	Kuwis Dera	3. f. 6
	Cumbi Licoli	Ital.	Qumbi Likoli	4. e. 5
(B)	Cunoca	Ital.	Kunawka	4. e. 8
(B)	Curde	Ital.	Kurde	2. e. 3
(B)	Curde	Ital.	Kurde	4. b. 4–3. h. 6
(B)	Curdo	Ital.	Kurdo	2. S.
	Cussa	Ital.	Kusa	4. d. 5
	Daba	Ital.	Daba	1. g. 4
(B)	Daba Der	R.G.S. II	Daba Der	3. e. 3

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	Name as shown on the map Nome come è indicato sulla carta	System of spelling (R.G.S. II or Italian) Sistema d'ortografia (Italiano o R.G.S. II)	Name as written in alternative system Nome come è scritto nell'altro sistema	Map reference Foglio e quadretto
	Dabli	Ital.	Dabli	1. S.
	Dacagi	Ital.	Dakaji	3. e. 5
	Dad Cumbi	Ital.	Dad Qumbi	3. i. 5
	Dad Fiti	Ital.	Dad Fiti	3. g 6
	Dadabli	Ital.	Dadabli	1. f. 7
(B)	Dadaji Bula	R.G.S. II	Dadagi Bula	3. d. 3
(I)	Dado Harre	Ital.	Dado Hare	3. i. 5
(B)	Dadol	R.G.S. II	Dadol	2. e. 3
	Dadoli	Ital.	Dadoli	3. d. 4
(B)	Daduma Ad	R.G.S. II	Daduma Ad	2. f. 3
(I)	Daduma Addi	Ital.	Daduma Adi	1. i. 4
(B)	Daka Laftu	R.G.S. II	Daca Laftu	2. b. 3
	Damas	Ital.	Damasa	1. g. 4
	Damasa	R.G.S. II	Damas	
	Dambala	R.G.S. II	Dambala	4. d. 4
	Dambala Ghessa	Ital.	Dambala Gesa	1. b. 8
(B)	Danis	Ital.	Danis	3. S.
	Danis Bogi	Ital.	Danis Boji	3. S.
	Danis Sipi	Ital.	Danis Sipi	3. g. 6
	Dar Es Salam	R.G.S. II	Dar Es Salam	4. h. 7
(B)	Datka Eribka	R.G.S. II	Datca Eribca	3. e. 3
(B)	Daua	Ital.	Dauwa	4. f. 9
(I)	Dech dech Cora Alleher	Ital.	Dek dek Kora Aleher	1. e. 7
	Del Buiu	Ital.	Del Buyu	3. f. 6
(B)	Delaginna	Ital.	Delajinna	3. S.
(B)	Delheta	R.G.S. II	Deletta	4. g. 6
(B)	Deli Deli	R.G.S. II	Deli Deli	3. d. 3
	Denli	Ital.	Denli	1. S.
(B)	Derib	Ital.	Derib	3. g–e. 6
(I)	Derma	Ital.	Derma	1. d. 7
(B)	Dhigomi Dhiwili	R.G.S. II	Digomi Diuili	4. i. 7
	Dib Ul Chena	Ital.	Dib Ul Kena	3. i. 4
	Dibi	Ital.	Dibi	3. d. 4
	Dicu	Ital.	Diku	3. d. 5
(B)	Did Giri	Ital.	Did Jiri	4. e. 7
(B)	Did Sanga	R.G.S. II	Did Sanga	4. f. 5
(B)	Dida Addi	Ital.	Dida Adi	4. e. 6
(B)	Didir	Ital.	Didir	4. g. 6
	Dif	R.G.S. II	Dif	3. b. 3
	Digh Merer	Ital.	Dig Marer	3. b. 4
(B)	Dinak Gholati	R.G.S. II	Dinech Holati	4. d. 4
	Dinak Kamore	R.G.S. II	Dinech Camore	4. e. 3
(B)	Dirdir Musso	Ital.	Dirdir Muso	4. g. 7
(B)	Dirhara	Ital.	Dirhara	1. h. 4–e. 7
(B)	Diua Damasciaca	Ital.	Dhiwa Dhamashaka	4. h. 7
(B)	Do Dero	Ital.	Do Dero	4. g. 6
(B)	Do Dero	Ital.	Do Dero	4. g 6
	Dobli	Ital.	Dobli	3. e. 4
(B)	Doi Warde	R.G.S. II	Doi Uardei	4. f. 2
(B)	Dola	Ital.	Dola	4. e. 4
	Dolo	Ital.	Dolo	1. a. 9
(B)	Doma Deri	Ital.	Doma Deri	2. S.
(B)	Domi	R.G.S. II	Domi	4. e. 4
(B)	Doria	R.G.S. II	Doria	4. g. 6
(I)	Duboli	Ital.	Duboli	1. f. 5
	Dubra	Ital.	Dubra	4. b. 4
	Dubri	Ital.	Dubri	3. S.
(I)	Dumanduma	Ital.	Dumanduma	1. a. 9
	Dumfa	Ital.	Dumfa	4. e. 6
(B)	Dunkal	R.G.S. II	Duncal	1. b. 8

	Name as shown on the map Nome come è indicato sulla carta	System of spelling (R.G.S. II or Italian) Sistema d'ortografia (Italiano o R.G.S. II)	Name as written in alternative system Nome come è scritto nell'altro sistema	Map reference Foglio e quadretto
	El Berù Hagia	Ital.	El Beru Haja	1. i. 3
	El Bisq	R.G.S. II	El Bisseca	1. i. 2
(B)	El Camore	Ital.	El Kamore	3. d. 6
	El Dargula	R.G.S. II	El Dargula	1. i. 2
	El Gawsaiye	R.G.S. II	El Gosaie	1. i. 2
	El Ghala	R.G.S. II	El Gala	1. i. 2
	El Ghalu	R.G.S. II	El Galu	1. i. 2
	El Golija	R.G.S. II	El Goligia	1. h. 2
	El Guyu Buya	R.G.S. II	El Guiu Buia	1. i. 2
(B)	El Hablà	Ital.	El Habla	4. g. 7
	El Hagarsu	R.G.S. II	El Hagarsu	1. i. 2
	El Haji Sera	R.G.S. II	El Hagi Sera	1. i. 2
(B)	El Iabio	Ital.	El Iyabio	4. f. 7
	El Katelo Baroda	R.G.S. II	El Catelo Baroda	1. i. 2
	El Korma	R.G.S. II	El Corma	1. i. 2
(B)	El Kura	R.G.S. II	El Cura	2. c. 3
	El Roba	R.G.S. II	El Roba	1. i. 2
	El Safara	R.G.S. II	El Safara	1. i. 2
	El Saqo	R.G.S. II	El Saco	1. i. 2
	El Sciama	Ital.	El Shama	1. i. 2
(B)	El Uara	Ital.	El Wara	1. d. 6
	El Uach	Ital.	El Wak	1. i. 2, 3
	El Wak	R.G.S. II	El Uach	
(B)	El Yaq	R.G.S. II	El Iach	4. i. 6
(B)	Elalan	Ital.	Elalan	3. h. 5
(I)	Erabo	Ital.	Erabo	4. S.
(I)	Escudutca	Ital.	Eskudutka	2. S.
(B)	Faf Kalala	R.G.S. II	Faf Calala	3. f. 2
(B)	Fafdo	Ital.	Fafdo	3. c. 4
(B)	Falama	R.G.S. II	Falamà	2. a. 3
(B)	Famau Uali	Ital.	Famau Wali	4. h. 7
(B)	Fila	Ital.	Fila	4. f. 5
	Finno	R.G.S. II	Finno	1. e. 6
(B)	Fua	Ital.	Fua	4. e. 9
(I)	Fullaile	Ital.	Fulaile	1. a. 9
(B)	Funa Guba	R.G.S. II	Funa Guba	1. b. 8
(B)	Furene Mbogo	R.G.S. II	Fùrene Mbogo	4. h. 6
	Gal Gali	Ital.	Qal Qali	1. c. 8
	Gale Bussi	Ital.	Gale Busi	3. f. 6
(B)	Galeisa	R.G.S. II	Galleissa	4. d. 4
(B)	Galgal Beit	R.G.S. II	Ghelghel Beit	2. e. 2
(I)	Galgarsce Gabalote	Ital.	Galgarshe Gabalote	4. b. 5
(I)	Gamà Bali	Ital.	Gama Bali	3. g. 6
	Gamagar	Ital.	Gamagar	3. i. 5
	Gangesa	R.G.S. II	Ganghessa	4. b. 3
(B)	Garse	Ital.	Garse	4. e. 7
(B)	Gebia	Ital.	Jebia	1. b. 8
(B)	Gerba Gula	R.G.S. II	Gherba Gula	1. b. 7
(B)	Gersi	R.G.S. II	Ghersi	4. e. 3
(B)	Ghaiyag	R.G.S. II	Hai-Iagh	4. e. 3
(B)	Ghedo Samà	Ital.	Gedo Sama	2. b. 4
(B)	Ghedu	Ital.	Gedu	2. a-d. 4
	Gheldezzo	Ital.	Geldezo	3. f. 5
(I)	Ghelghel Beit	Ital.	Galgal Beit	3. a. 4
(I)	Ghelghel Bur Foli	Ital.	Galgal Bur Foli	3. a. 3-4
	Gherasci	Ital.	Gerashi	1. f. 6
	Gherba Abdi	Ital.	Gerba Abdi	1. d. 7
(I)	Gherba Garbud	Ital.	Gerba Garbud	1. f. 6
(I)	Gherba Gof	Ital.	Gerba Gawf	1. d. 7
	Gherille	Ital.	Gerile	2. f. 4

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	Name as shown on the map Nome come è indicato sulla carta	System of spelling (R.G.S. II or Italian) Sistema d'ortografia (Italiano o R.G.S. II)	Name as written in alternative system Nome come è scritto nell'altro sistema	Map reference Foglio e quadretto
	Ghersei	Ital.	Garsi	4. b. 4
(I)	Giara Afta	Ital.	Jara Afta	4. b. 6
(I)	Giara El	Ital.	Jara El	4. b. 6
(B)	Gibitcilaua	Ital.	Jibichilaowa	4. f. 6
(I)	Gièngiole	Ital.	Jinjili	1. a. 9
(B)	Gifta Bura	Ital.	Jifta Bura	4. f. 6
(B)	Gifta Cortumi	Ital.	Jifta Kortumi	4. f. 6
(B)	Gifta Lele	Ital.	Jifta Lele	4. d 4
(B)	Giore	Ital.	Jore	4. b. 6–c. 7
	Girma	Ital.	Jirma	3. S.
(I)	Girma	Ital.	Jirma	4. e. 5
	F. Giuba	Ital.	R. Juba	1. a. 9
	Gniura	Ital.	Nyura	3. c. 5
(B)	Goba	Ital.	Goba	4. e. 8
(I)	Gof Dado Cale	Ital.	Gawf Dado Kale	4. b. 6
(B)	Goghil	Ital.	Gogal	1. c. 8–a. 9
(B)	Gol Kio	R.G.S. II	Gol Chio	2. a. 3–4
	Golati	Ital.	Golati	1. i. 3
(I)	Golo Giacarò	Ital.	Golo Jakaro	4. a. 4
(B)	Gololati	R.G.S. II	Golòlati	3. a. 2
(B)	Gorgala	Ital.	Gorgala	2. c. 4
(B)	Gose Gabali	R.G.S. II	Gosse Gabali	3. f. 2
(B)	Gowi	R.G.S. II	Goui	4. f. 3
(I)	Guba Gheriba	Ital.	Guba Geriba	3. h. 6
	Guba Màdero	Ital.	Guba Madero	4. d. 6
(I)	Gubbet Maro	Ital.	Gubet Maro	1. a. 9
	Gubbet Uasasa	Ital.	Gubet Wasasa	1. e. 6
(I)	Gubei	Ital.	Gubei	1. f. 6
	Guduru	Ital.	Guduru	3. i. 5
(B)	Guji	R.G.S. II	Gugi	2. K.
(B)	Gula Dima	R.G.S. II	Gula Dima	2. c. 3
	Guloli	Ital.	Guloli	3. h. 5
	Gura Arba	Ital.	Gura Arba	3. b. 5
	Gurara	Ital.	Gurara	4. b. 4
(B)	Gurati	R.G.S. II	Gurati	3. a. 2
	Gurgura	Ital.	Qurqura	1. d. 8
(B)	Habali	Ital.	Habali	4. g. 8
(B)	Habo Culo	Ital.	Habo Kulo	4. g. 6
(B)	Hacuna	Ital.	Hakuna	4. e. 7
(B)	Hadada	Ital.	Hadada	4. e. 8
(B)	Hadidca	Ital.	Ghadidka	3. d. 4
(B)	Hado	Ital.	Hado	4. d. 5
	Hafura	R.G.S. II	Hafura	1. d. 6
(B)	Hagiabo Chedèliti	Ital.	Hajabo Kedeliti	4. S.
(B)	Hahait	Ital.	Hahait	4. h. 7
(B)	Hali	Ital.	Ghali	3. d. 6
(I)	Hambalash	R.G.S. II	Hambalasc	2. i. 3
	Hamudi	Ital.	Qamudi	3. e. 6
(B)	Hamudi	R.G.S. II	Hamudi	4. h. 6
(I)	Hanuna	R.G.S. II	Hanuna	4. K.
	Hara Buio	Ital.	Hara Buyo	1. f. 7
	Hara Buti	Ital.	Hara Buti	1. f. 5
(B)	Hara Cadera	Ital.	Hara Kadera	2. d. 4
(I)	Hara Dedi	Ital.	Hara Dedi	1. a. 9
(B)	Hara Dima	R.G.S. II	Hara Dima	4. c. 3
	Hara Fara	Ital.	Hara Fara	1. e. 7
	Hara Ghersi	Ital.	Hara Gersi	1. e. 6
(B)	Hara Gulgula	Ital.	Hara Gulgula	1. d. 7
	Hara Jilo	R.G.S. II	Hara Gilo	4. b. 3
(B)	Hara Lon Weyu	R.G.S. II	Hara Lon Ueiu	3. e. 3
(B)	Harange	R.G.S. II	Haranghe	2. b. 3

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(B)	Harbate	R.G.S. II	Harbate	4. d. 4
(B)	Hardima	R.G.S. II	Hardima	4. d. 4
	Harerhi	R.G.S. II	Areri	4. K
(B)	Hareri Hawseli	R.G.S. II	Hareri Hosseli	1. c. 7
	Hauina	Ital.	Hawina	3. f. 5
(B)	Haura	Ital.	Haura	4. g. 6
(B)	Hawal Garba Hogi	R.G.S. II	Haual Garba Hoghi	1. f. 5
(B)	Hegali	Ital.	Hegali	1. e. 6
(I)	Hele Auroble	Ital.	Hele Auroble	1. a. 9
(B)	Hele Keberye	R.G.S. II	Hele Cheberie	4. g. 6
(I)	Hele Scid	Ital.	Hele Shid	1. a. 9
(B)	Hida Haro Mare	Ital.	Hida Haro Mare	4. d. 4
(B)	Hila Loi	Ital.	Hila Loi	4. f. 6
(B)	Hogor Dobli	Ital.	Hogor Dobli	2. S.
	Hohl	Ital.	Ghawl	1. d. 8
(B)	Hola	Ital.	Hola	4. e. 5
(B)	Hola Dalder	Ital.	Hola Dalder	4. e. 5
(B)	Hola Darchen	Ital.	Hola Darken	4. e. 5
(B)	Hola Dugium	Ital.	Hola Dujum	4. e. 5
(B)	Hola Gubal	Ital.	Hola Gubal	4. e. 5
(B)	Hola Uarabessa	Ital.	Hola Warabesa	4. e. 5
(B)	Hòmagio	Ital.	Homajo	3. h. 4
	Honetaca	Ital.	Qonetaka	1. a. 8
(B)	Hor Diga	R.G.S. II	Hor Diga	4. e. 4
(B)	Horiga Bubusc	Ital.	Ghoriga Bubush	4. f. 7–8
(B)	Hosceng Hòrobo	Ital.	Hosheng Horobo	4. e. 7
(B)	Hulugho	R.G.S. II	Huluho	4. e. 4
	Humbali	Ital.	Humbali	1. e. 8
(B)	Hunduda	R.G.S. II	Hunduda	1. b. 8
(B)	Hurup	Ital.	Hurup	4. h. 7
(B)	Iach Ari	Ital.	Yaq Ari	4. f. 6
(B)	Iach Baraca	Ital.	Yaq Baraka	4. h. 7
	Iach Fur	Ital.	Yaq Fur	1. S.
(B)	Iach Hagi	Ital.	Yaq Haji	4. e. 6
	Iacle	Ital.	Yaqali	1. f. 7
(B)	Iambori	Ital.	Yambori	4. e. 9
(B)	Idiva Lakinu	R.G.S. II	Idiva Lachinu	4. i. 6
(I)	Iedi	Ital.	Yedi	4. d. 6
	Iedo	Ital.	Jedo	1. h. 3
(B)	If	Ital.	If	4. g. 6
(B)	If Gandu	Ital.	If Gandu	4. g. 7
(B)	Ilalo	Ital.	Ilalo	2. b. 3
(B)	Ilkabere	R.G.S. II	Ilcabere	4. d. 4
(B)	Isiaca Lassai	Ital.	Ishaka Lasai	4. f. 8
	Iscora	Ital.	Iskora	4. a. 4
	Ishakani	R.G.S. II	Isciacani	4. i. 7
(B)	Issi Uanamiua	Ital.	Isi Wanamiwa	4. e. 8
(B)	Itangomi	R.G.S. II	Itangomi	4. i. 7
	Jaba Dimtu	R.G.S. II	Giaba Dimtu	1. h. 3
(I)	Jaba Kurmama	R.G.S. II	Giaba Curmama	1. h. 3
	Jalanto Lango	R.G.S. II	Gialanto Lango	1. K.
(B)	Jalo	R.G.S. II	Gialo	4. e. 3
	Jara Jila	R.G.S. II	Giara Gila	4. K.
(B)	Jawasi	R.G.S. II	Giauassi	4. h. 7
(B)	Juma Korke	R.G.S. II	Giuma Corche	4. e. 4
(B)	Kalabad	R.G.S. II	Calabàd	1. K.
	Kasha Gurgurda	R.G.S. II	Cascia Gurgurda	4. c. 3
(B)	Kawf Awedi	R.G.S. II	Cof Auedi	4. h. 6

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(B)	Kisauni	R.G.S. II	Chissauni	4. i. 6
(B)	Kisu Shishi	R.G.S. II	Chissu Scisci	4. g. 6
	Kiunga	R.G.S. II	Chiunga	4. i. 6
(B)	Kiunga Mwini	R.G.S. II	Chiunga Muini	4. i. 7
	Kolbio	R.G.S. II	Colbio	4. e. 5
(B)	Kon Malabi	R.G.S. II	Con Malabi	4. h. 7
(B)	Kon Mayai	R.G.S. II	Con Maiai	4. h. 7
(B)	Kon Sabedi	R.G.S. II	Con Sabedi	4. h. 7
(B)	Kon Tuwari	R.G.S. II	Con Tuari	4. g. 6
(B)	Kono Boga	R.G.S. II	Cono Boga	4. i. 6
(B)	Kono Hamesa	R.G.S. II	Cono Hamessa	4. e. 4
(B)	Konoghori	R.G.S. II	Conohori	4. e. 4
(B)	Konton	R.G.S. II	Conton	2. K.
(B)	Koromi	R.G.S. II	Coromi	1. b. 7
(B)	Kubu	R.G.S. II	Cubu	4. h. 7
(B)	Kura	R.G.S. II	Cura	2. d. 3
(B)	Kura Yeri	R.G.S. II	Cura Ieri	2. d. 3
(B)	Kuro	R.G.S. II	Curo	4. e. 4
(B)	Kuro Sanga Maro	R.G.S. II	Curo Sanga Maro	4. d. 4
(B)	Labchelli	Ital.	Labkeli	4. g 6
(B)	Lach	Ital.	Lak	4. f. 4–6
(B)	Lach Bohol	Ital.	Lak Boghol	3. d. 4
(B)	Lach Chemoti	Ital.	Lak Kemoti	4. e. 8
(I)	Lach Colbio	Ital.	Lak Kolbio	4. e. 5
(B)	Lach Dambala	Ital.	Lak Dambala	4. e. 5
	Lach Dera	Ital.	Lak Dera	3. e. 3–d. 5
(B)	Lach Gifta Bura	Ital.	Lak Jifta Bura	4. f. 6
(B)	Lach Girma	Ital.	Lak Jirma	4. e. 5
	Lach Iedi	Ital.	Lak Yedi	4. d. 6
	Lach Sara	Ital.	Lak Sara	4. c. 4
(B)	Lafcat	Ital.	Lafkat	4. g. 6
(B)	Lafoli	R.G.S. II	Lafoli	1. d. 5
(B)	Lak	R.G.S. II	Lach	4. f. 4–6
(B)	Lak Awaro	R.G.S. II	Lach Auaro	2. i. 2
(B)	Lak Bisq	R.G.S. II	Lach Bisseca	3. a. 3
	Lak Dera	R.G.S. II	Lach Dera	3. e. 3–d. 5
	Lak Ghorqani	R.G.S. II	Lach Horcani	3. d. 3–e. 4
	Lak Kasha	R.G.S. II	Lach Cascia	4. c. 3
(B)	Lakurti	R.G.S. II	Lacurti	2. b. 3
(B)	Lalaftu	Ital.	Lalaftu	4. e. 5
(B)	Lama Det	R.G.S. II	Lama Det	4. e. 4
	Lamu	R.G.S. II	Lamu	4. K.
	Liboi	R.G.S. II	Liboi	3. e. 3
	Licoli Teram	Ital.	Likoli Teram	4. e. 5
(B)	Lo Kiberiti	R.G.S. II	Lo Chibèriti	4. h. 7
(B)	Loda	Ital.	Loda	2. S.
(B)	Lolabussi	Ital.	Lolabusi	2. a 4
	Lugena Jelabtu	R.G.S. II	Lughena Gialabdu	4. K.
	Lugh	Ital.	Lugh	1. S.
(I)	Macali	Ital.	Makali	1. S.
	Mada Marodi	Ital.	Mada Marodi	1. e. 7
	Madera	R.G.S. II	Madera	1. b. 8
	Madera road	R.G.S. II	strada di Madera	1. K.
(B)	Madero	Ital.	Madero	4. g. 7
(B)	Madi	R.G.S. II	Madi	4. K.
(B)	Mado	R.G.S. II	Mado	4. h. 7
	Mado Ali	Ital.	Mado Ali	1. d. 8
(B)	Madulu	R.G.S. II	Madulu	1. K.
(B)	Mae Ratili	R.G.S. II	Mae Ratili	2. e. 2
(B)	Mahara	Ital.	Mahara	4. f. 9

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(B)	Mainia Gab	Ital.	Mainya Gab	4. f. 6
	Malàica	Ital.	Malaika	1. a. 8
	Malca Oda	Ital.	Malka Oda	1. b. 8
	Malca Rie	Ital.	Malka Rie	1. b. 8
(B)	Malka Got	R.G.S. II	Malca Got	1. b. 8
(B)	Malka Madera Wein	R.G.S. II	Malca Madera Uein	1. b. 8
(B)	Malka Madera Yeri	R.G.S. II	Malca Madera Ieri	1. b. 8
(B)	Manieda	Ital.	Manyeda	4. g. 6
	Manza	R.G.S. II	Mansa	1. K.
(B)	Mara Hor	R.G.S. II	Mara Hor	4. e. 4
(I)	Maro Daltu	Ital.	Maro Daltu	3. h. 5
	Marodi Galo	Ital.	Marodi Galo	1. a. 8
(B)	Masciahuli	Ital.	Mashahuli	4. f. 9
	Mata Arba	Ital.	Mata Arba	1. d. 7
(I)	Mata Arba	R.G.S. II	Mata Arba	4. c. 3
(B)	Matatese	R.G.S. II	Matattesse	2. K.
(B)	Mbaba	Ital.	Mbaba	4. g. 7
(B)	Mbogo	R.G.S. II	Mbogo	4. g. 6
(B)	Mbua Muicciu	Ital.	Mbwa Mwichu	4. e. 8
(B)	Mcocoani	Ital.	Mkokoani	4. h. 7
(B)	Mcocolea	Ital.	Mkokolea	4. f. 8
	Meda	Ital.	Meda	4. d. 4
(B)	Meesa	Ital.	Meeza	4. f. 8
(B)	Megag	R.G.S. II	Megag	1. i. 2
	Mèida	Ital.	Meda	4. b. 4
(B)	Meri	Ital.	Meri	1. 2. S.
(B)	Meri	Ital.	Meri	4. h. 7
	Meschetti	Ital.	Mesketi	3. c. 5
(B)	Mgombani	R.G.S. II	Mgombani	4. h. 6
(B)	Miccondoni	Ital.	Mkondoni	4. f. 8
(B)	Miccondoni (ruscello)	Ital.	Mkondoni (creek)	4. f. 8
(B)	Micomani	Ital.	Mkomani	4. e. 8
(B)	Mireli	R.G.S. II	Mireli	2. b. 3
(B)	Mitambi	R.G.S. II	Mitambi	4. i. 6
(B)	Mkondoni	R.G.S. II	Miccondoni	4. K.
(B)	Mlango Wabomani	R.G.S. II	Mlango Uabomani	4. i. 7
(B)	Mnarani	Ital.	Mnarani	4. g. 8
(B)	Mococol	Ital.	Mokokol	4. f. 8
(I)	Mola Ghersei	Ital.	Mola Gerse	3. h. 6
(B)	Msuachini	Ital.	Mswakini	4. e. 8
(B)	Mswaki	R.G.S. II	Msuachi	4. h. 6
	Mucciaciatu	Ital.	Muchachatu	4. e. 6
(B)	Muftu	R.G.S. II	Muftu	4. e. 3
	Mug Domaro	Ital.	Mug Domaro	4. d. 4
(B)	Muvu Mvuli	Ital.	Muvu Mvuli	4. f. 8
(B)	Mwangati	R.G.S. II	Muangati	4. h. 7
(B)	Navava (salato)	Ital.	Navava (salt)	4. e. 8
(B)	Neboi	R.G.S. II	Neboi	1. K.
(B)	Nebso	Ital.	Nebso	4. g. 6
(B)	Ngamboni	R.G.S. II	Ngamboni	4. h. 7
(B)	Ngoda	R.G.S. II	Ngoda	4. h. 7
(B)	Niarua	Ital.	Nyarua	4. f. 8
(B)	No. 1 Post Road to El Wak	R.G.S. II	No. 1 Strada Postale da El Uach	1. K
(B)	Nuidi	Ital.	Nuidi	4. f. 6
(B)	Nuidi	Ital.	Nuidi	4. g. 6
(I)	Oballa	Ital.	Obala	4. S.

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	Name as shown on the map Nome come è indicato sulla carta	System of spelling (R.G.S. II or Italian) Sistema d'ortografia (Italiano o R.G.S. II)	Name as written in alternative system Nome come è scritto nell'altro sistema	Map reference Foglio e quadretto
(B)	Odolabambu	R.G.S. II	Odolabambu	4. d. 4
(I)	Oinna	Ital.	Oina	4. b. 5
(I)	Ona	Ital.	Qona	1. a. 9
(B)	Pepechono	R.G.S. II	Pepeciono	4. h. 7
(B)	Ra-i	R.G.S. II	Ra-i	1. c. 5
(B)	Rama	R.G.S. II	Rama	4. d-a. 2
(B)	Rama Addi	Ital.	Rama Adi	4. f. 5-e. 7
(B)	Rama Gedoli	R.G.S. II	Rama Ghedoli	1. i. 2
(I)	Rama Guda	Ital.	Rama Guda	1. i. 3
	Rama Guda	R.G.S. II	Rama Guda	3. i-g. 3
(B)	Rama Jebia	R.G.S. II	Rama Gebia	4. e. 5
	Ràmate	Ital.	Ramate	4. a. 4
(B)	Ramato	R.G.S. II	Ràmato	2. a. 3
(B)	Ramu	R.G.S. II	Ramu	2. a. 3
(B)	Ramu	R.G.S. II	Ramu	2. K.
(B)	Ras Aliossi	Ital.	Ras Aliyosi	4. f. 8
(B)	Ras Caui	Ital.	Ras Kawi	4. g. 8
	Ras Chiamboni	Ital.	Ras Kiamboni	4. h. 7
(B)	Ras Chivanda	Ital.	Ras Kivanda	4. f. 9
	Ras Cianguani	Ital.	Ras Changwani	4. g. 8
(B)	Ras Ciondui	Ital.	Ras Chondwi	4. g. 8
(B)	Ras Cuaodo	Ital.	Ras Kwaodo	4. h. 7
	Ras Gaulani	Ital.	Ras Gaulani	4. f. 9
	Ras Gome Lahecua	Ital.	Ras Gome Lahekwa	4. h. 7
(B)	Ras Inia Omari	Ital.	Ras Inya Omari	4. h. 7
(B)	Ras Isciaca Lassai	Ital.	Ras Ishaka Lasai	4. g. 8
	Ras Mafufus	Ital.	Ras Mafufus	4. h. 7
(B)	Ras Mai Caci	Ital.	Ras Mai Kachi	4. g. 8
(B)	Ras Mbua Muicciu	Ital.	Ras Mbwa Mwichu	4. h. 7
(B)	Ras Mbuara Bala	Ital.	Ras Mbwara Bala	4. g. 8
(B)	Ras Mbuara Girano	Ital.	Ras Mbwara Jirano	4. g. 8
(B)	Ras Mcono Ndovo	Ital.	Ras Mkono Ndovo	4. g. 8
(B)	Ras Miandi	Ital.	Ras Myandi	4. h. 7
	Ras Mnarani	Ital.	Ras Mnarani	4. g. 8
(B)	Ras Saco	Ital.	Ras Sako	4. h. 7
	Ras Uaravole	Ital.	Ras Waravole	4. g. 8
(B)	Rèeti	Ital.	Reeti	3. d. 5
(B)	Riba	R.G.S. II	Riba	2. e. 1
(B)	Rigmio	R.G.S. II	Righmio	4. e. 4
	Rocà	Ital.	Roka	1. a. 8
(B)	Rughe	Ital.	Ruge	4. g. 6
(B)	Ruka Adale	R.G.S. II	Ruca Adale	4. K.
(B)	Run Hawacho	R.G.S. II	Run Hauaccio	4. e. 3
(I)	Samarole	Ital.	Samarole	1. S.
(B)	Sangole	R.G.S. II	Sangole	4. K.
(I)	Santaro	Ital.	Santaro	4. S.
	Sara	Ital.	Sara	4. c. 4
(B)	Sarirta	Ital.	Sarirta	4. f. 6
	Satau Wara	R.G.S. II	Satau Uara	1. h. 2
(B)	Scebeli	Ital.	Shebeli	4. e. 9
(B)	Scer	Ital.	Sher	4. f. 7
(B)	Sciacatini	Ital.	Shakatini	4. e. 9
(B)	Sciam Cu	Ital.	Sham Ku	4. g. 8
	Sciani Uagio	Ital.	Shani Wajo	3. e. 6
(B)	Scimo Vuongo	Ital.	Shimo Vwongo	4. f. 8
(B)	Sciub Dad Cumbi	Ital.	Shub Dad Qumbi	3. h-i. 5
(B)	Sciub Elalan	Ital.	Shub Elalan	3. h. 5
(B)	Sciub Guloli	Ital.	Shub Guloli	3. h. 5
	Sere Buco	Ital.	Sere Buko	1. h. 3

	Name as shown on the map Nome come è indicato sulla carta	System of spelling (R.G.S. II or Italian) Sistema d ortografia (Italiano o R.G.S. II)	Name as written in alternative system. Nome come è scritto nell'altro sistema	Map reference Foglio e quadretto
	Serenli	Ital.	Serenli	1. 2. S.
(B)	Shimbir Bul	R.G.S. II	Scimbir Bul	3. K.
(B)	Shimbiri	R.G.S. II	Scimbiri	3. K.
(B)	Shimbiri	R.G.S. II	Scimbiri	3. K.
(B)	Shira Wein	R.G.S. II	Scira Uein	4. g. 6
(B)	Shira Yeri	R.G.S. II	Scira Ieri	4. g. 6
(B)	Simba	Ital.	Simba	4. e. 9
(B)	Sirba	Ital.	Sirba	4. d. 4
(I)	Sur Godùt	Ital.	Sur Gudud	1. a. 9
(B)	Suzi	R.G.S. II	Susi	4. i. 6
	Tabda	Ital.	Tabda	3. f. 6
(B)	Tafichi	Ital.	Tafiki	4. f. 6
(B)	Tambo	R.G.S. II	Tambo	4. g. 6
(B)	Taranuga	Ital.	Taranuga	4. f. 9
	Teram	Ital.	Teram	4 e. 5
(B)	Teso Mangudo	R.G.S. II	Tesso Mangudo	4. e. 3
(B)	Tita	Ital.	Tita	4. d. 4
	Tobli	Ital.	Tobli	1. d. 7
(I)	Todoba Darken	R.G.S. II	Toddoba Darchen	1. f. 5
(B)	Tuartùssida	Ital.	Tuwartusida	4. g. 6
(B)	Tùbane	Ital.	Tubane	2. g. 4
(B)	Tuera Dma	Ital.	Tuwera Dama	4. f. 7
(B)	Tulic Naghessariga	Ital.	Tulich Nagesariga	4. e. 5
(I)	Tulitti	Ital.	Tuliti	4. S.
(B)	Tumtish	R.G.S. II	Tumtisc	4. f. 3
(B)	Tur Guda	R.G.S. II	Tur Guda	3. e. 2
(B)	Uabli	Ital.	Wabli	2. b. 4
	Uadama	Ital.	Wadama	1. g. 4
(B)	Uadess	Ital.	Wades	4. e. 6
(B)	Uaiore	Ital.	Wayore	4. f. 7
	Ualessa Giabessa	Ital.	Walesa Jabesa	4. e. 6
(B)	Uama Idu	Ital.	Wama Idu	4. e. 5-6
	Uama Idu	Ital.	Wama Idu	4. e. 6
(I)	Uangheolle	Ital.	Wangeole	4. S.
(B)	Uanso Lugugus-seda	Ital.	Wanso Lugugueseda	4. f. 7
(I)	Uar Ansi	Ital.	War Ansi	4. b. 5
(I)	Uar Benli	Ital.	War Benli	1. i. 4
(I)	Uar Cocaio	Ital.	War Kokaio	1. i. 3
	Uar Merer	Ital.	War Marer	1. e. 6
(I)	Uar Rei	Ital.	War Re	1. i. 3
(B)	Uar Tinghet	Ital.	War Tinget	4. g. 6
(I)	Uar Uai	Ital.	War Wai	1. a. 9
(I)	Uarei Dicote	Ital.	Warei Dikote	1. f. 6
	Uarrach	Ital.	Warak	4. a. 4
	Uarsesa Raghi	Ital.	Warsesa Ragi	1. h. 3
(B)	Uarta Galolca	Ital.	Warta Galolka	2. S.
	Uebi Daua	Ital.	Webi Daua	1. a. 8
(I)	Uel Beit	Ital.	Wel Beit	3. a. 4
	Uel Mur	Ital.	Wel Mur	3. h 5
(B)	Uer Mur Corche	Ital.	Wel Mur Korke	3. i. 4
(B)	Uendi	Ital.	Wendi	4. h. 7
	Uenti Digo	Ital.	Wante Digho	1. h. 3
	Uenti Dima	Ital.	Wante Dima	1. h. 3
(B)	Uf Tisa	R.G.S. II	Uf Tissa	4. e. 3
(B)	Ulaul	Ital.	Ulaul	4. d. 4
(B)	Undet	Ital.	Undet	4. h. 7
	Unzi Digo	Ital.	Unsi Digho	1. a. 8
	Unzi Guddo	Ital.	Unsi Gudu	1. a. 8
(B)	Urena	R.G.S. II	Urena	4. K

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	Name as shown on the map Nome come è indicato sulla carta	System of spelling (R.G.S. II or Italian) Sistema d'ortografia (Italiano o R.G.S. II)	Name as written in alternative system. Nome come è scritto nell'altro sistema	Map reference Foglio e quadretto
(B)	Urura	R.G.S. II	Urura	4. e. 4
(B)	Urura	Ital.	Urura	4. f. 6
(B)	Ururaha	R.G.S. II	Ururaha	3. K.
(B)	Vungo Vungoni	R.G.S. II	Vungo Vungoni	4. i. 6
(B)	Wai Ai Bohar	R.G.S. II	Uai Ai Bohar	4. h. 7
	Wajer	R.G.S. II	Uager	1. K.
	Wajer Bor	R.G.S. II	Uager Bor	2. K.
	Wajer Dima	R.G.S. II	Uager Dima	2. K.
(B)	Wanyeka	R.G.S. II	Uanieca	4. h. 7
(B)	War Deglo	R.G.S. II	Uar Deglo	3. f. 2
	War Dod	R.G.S. II	Uar Dod	4. b. 3
	War Kamakoti	R.G.S. II	Uar Camacoti	1. K
(B)	War Omari	R.G.S. II	Uar Omari	4. g. 6
(B)	Waregjifto	R.G.S. II	Uaregh-Gifto	4. h. 7
	Wel Adi	R.G.S. II	Uel Addi	2. g. 3
	Wel Garas	R.G.S. II	Uel Garas	2. f. 3
(B)	Wel Gersi	R.G.S. II	Uel Ghersi	2. a. 3
(B)	Wel Gur Dahatatesa	R.G.S. II	Uel Gur Dahatatessa	4. c. 3
(I)	Wel Jara	R.G.S. II	Uel Giara	4. a. 3
(B)	Yaq Ogoni	R.G.S. II	Iach Ogoni	4. e. 3
(B)	Yubata Kateti	R.G.S. II	Iùbata Cateti	4. h. 6

L. N. KING, *Lt.-Col.*, *R.E.*
DOTT. TULLIO COLUCCI.

Corrigenda and Addenda.(*)

Errata Corrige.

Corrigenda.

Correzioni.

Appendix IV.

Appendice IV.

p. 35 pag. 35	Baghel Urghet	for invece di	1. g. 5	read scrivere	1. S.
	Bio Gudud	for invece di	4. h. 7	read scrivere	4. g. 7
p. 36 pag. 36	Cono Gibili	for invece di	3. h. 6	read scrivere	3. g. 6
p. 37 pag. 37	for invece di	Dech dech Cora Alleher		read scrivere	Dech Dech Cora Alleher
p. 38 pag. 38	Gamà Bali	for invece di	3. g. 6	read scrivere	3. f. 6
	Ghelghel Bur Foli	for invece di	3. a. 3-4	read scrivere	3. a. 4
	Gherasci	for invece di	1. f. 6	read scrivere	1. S.
p. 39 pag. 39	Gubbet Maro	for invece di	1. a. 9	read scrivere	1. S.
p. 42 pag. 42	Matatese	for invece di	2. K.	read scrivere	3. K.
p. 43 pag. 43	Satau Wara	for invece di	1. h. 2	read scrivere	1. K.
p. 44 pag. 44	for invece di	Uer Mur Corche		read scrivere	Uel Mur Corche

Addenda.

Aggiunte.

Appendix IV.

Appendice IV.

p. 36 pag. 36	(B) Cororo	Ital.	Kororo	4. g. 6
	(B) Cùteghi	Ital.	Kutegi	4. g. 6
p. 38 pag. 38	(B) Ghemo	Ital.	Gemo	4. g. 6
p. 39 pag. 39	(B) Gof	Ital.	Gawf	1. S.

(*) After signature.

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No. 2.

M. Grandi to Sir John Simon.

Ambasciata d'Italia, Londra,
Signor Segretario di Stato, 22 *Novembre* 1933 (XII).

Ho l'onore di accusare ricevuta della nota di Vostra Eccellenza in data odierna, la quale tradotta in italiano è del seguente tenore:

". . . . Ho l'onore d'informare Vostra Eccellenza che il Governo del Regno Unito della Gran Bretagna e Irlanda del Nord desidera procedere per mezzo di uno scambio di note all'approvazione formale dell'Accordo firmato a Firenze il 17 dicembre 1927 contenente le decisioni della Commissione nominata in virtù dell'articolo 12 del Trattato di Confine Anglo-Italiano firmato a Londra il 15 luglio 1924 per la demarcazione del confine tra la Colonia e Protettorato del Kenia e la Somalia Italiana.

2. Copie a stampa dell'Accordo firmato, insieme colle appendici, correzioni e aggiunte relative e l'originale firmato della carta in esso menzionata, sono qui accluse ed ho l'onore di chiedere che Vostra Eccellenza voglia informarmi se il Governo Italiano è disposto a approvare detto Accordo. In tal caso ho l'onore di proporre che la data di questa nota sia considerata come la data della approvazione dell'Accordo ai fini dell'articolo 8 (*c*) di detto Accordo.

3. Per quanto riguarda l'adozione di misure per la manutenzione di una linea permanente di demarcazione del confine e la ricostruzione dei cippi sul confine fra la Colonia e Protettorato del Kenia e la Somalia Italiana, ho l'onore d'informare Vostra Eccellenza che il Governo del Regno Unito accetta, nei seguenti termini, le proposte che vennero concordate dai rappresentanti dei Governi del Kenia e dell'Oltre Giuba a Isiolo e Chsimaio il 27 Agosto 1930:—

(1) Dei 29 principali cippi posti dalla Commissione Anglo-Italiana per il confine dell'Oltre-Giuba e indicati nella carta colorata allegata all'Accordo del 17 dicembre 1927, quelli che non sono in buono stato saranno ricostruiti, negli stessi posti, in ferro piantati su basamento di cemento.

(2) Fra i cippi principali sarà costruita una pista dritta, larga 3 metri e sgombrata dai ceppi degli alberi e dalla vegetazione soprastante. Questa pista contornerà i basamenti dei cippi principali in modo da permettere il libero transito di un veicolo senza che esso debba passare sopra il cippo.

(3) I suddetti provvedimenti saranno eseguiti sotto la soprintendenza di due periti topografi, un italiano e un inglese, i quali tracceranno sul terreno l'allineamento della pista in base alla delimitazione già fissata dalla Commissione Mista Anglo-Italiana.

(4) Le spese incontrate in relazione all'esecuzione dei suddetti provvedimenti saranno divise in parti uguali fra i due Governi locali interessati.

(5) Dopo che il confine sarà stato riparato secondo i provvedimenti sopraccennati si provvederà alla manutenzione futura della pista e dei cippi principali nel modo seguente: Il Governo del Kenia provvederà a sue spese alla manutenzione della pista e dei cippi principali dal cippo No. 1 (Malca Rie) al cippo No. 15 (escluso il cippo). Il Governo della Somalia Italiana provvederà a sue spese alla manutenzione della pista e dei cippi principali dal cippo No. 15 (incluso) al cippo No. 29 (Dar-es-Salaam).

(6) Dopo due anni a datare dal termine della riparazione del confine, e in seguito dopo ogni biennio il Governo del Kenia e il Governo della Somalia Italiana nomineranno ognuno un rappresentante, i quali eseguiranno insieme una ispezione del confine e presenteranno un rapporto in comune sulle condizioni di esso a ognuno dei sopramenzionati Governi. Ciascun Governo sarà responsabile del pagamento delle spese incontrate a questo riguardo dal proprio rappresentante.

(7) Tutti i cippi di confine sono sotto la protezione comune dei Governi Britannico e Italiano.

(8) Ove fosse necessario in seguito di demarcare il confine più esattamente con altri cippi, ciascun Governo invierà un rappresentante per la costruzione dei cippi intermediari; la posizione di questi cippi intermediari sarà regolata dal tracciato del confine segnato sulla carta annessa all'Accordo.

4. Se il Governo Italiano concorda nei termini delle clausole suddette, ho l'onore di proporre che questa nota con la copia a stampa dell'Accordo e l'originale della carta ad esso annessa, insieme alla risposta di Vostra Eccellenza in termini analoghi, sia considerata come costituente, con effetto dalla data di questa nota, un Accordo definitivo fra i due Governi per quanto riguarda la demarcazione e la manutenzione del confine. . . . .''

Con la presente nota ho l'onore di informare Vostra Eccellenza che il Governo Italiano concorda nelle proposte formulate dal Governo del Regno Unito con la nota sopratrascritta.

La presente nota pertanto e la nota di Vostra Eccellenza in data odierna (cui sono annesse la copia a stampa dell'Accordo firmato a Firenze il 17 dicembre 1927 e l'originale firmato della carta menzionato nell'Accordo stesso) alla quale la presente risponde, costituiscono, con effetto dalla data di oggi, un definitivo Accordo fra i due Governi per quanto riguarda la demarcazione e la manutenzione del confine fra la Somalia Italiana e la Colonia e Protettorato del Kenia.

Voglia, &c.
GRANDI.

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(Translation.)

Italian Embassy, London,
November 22, 1933.

Sir,

I HAVE the honour to acknowledge the receipt of your Excellency's note of to-day's date, which translated into Italian is of the following tenor :—

[Text in Italian of No. 1.]

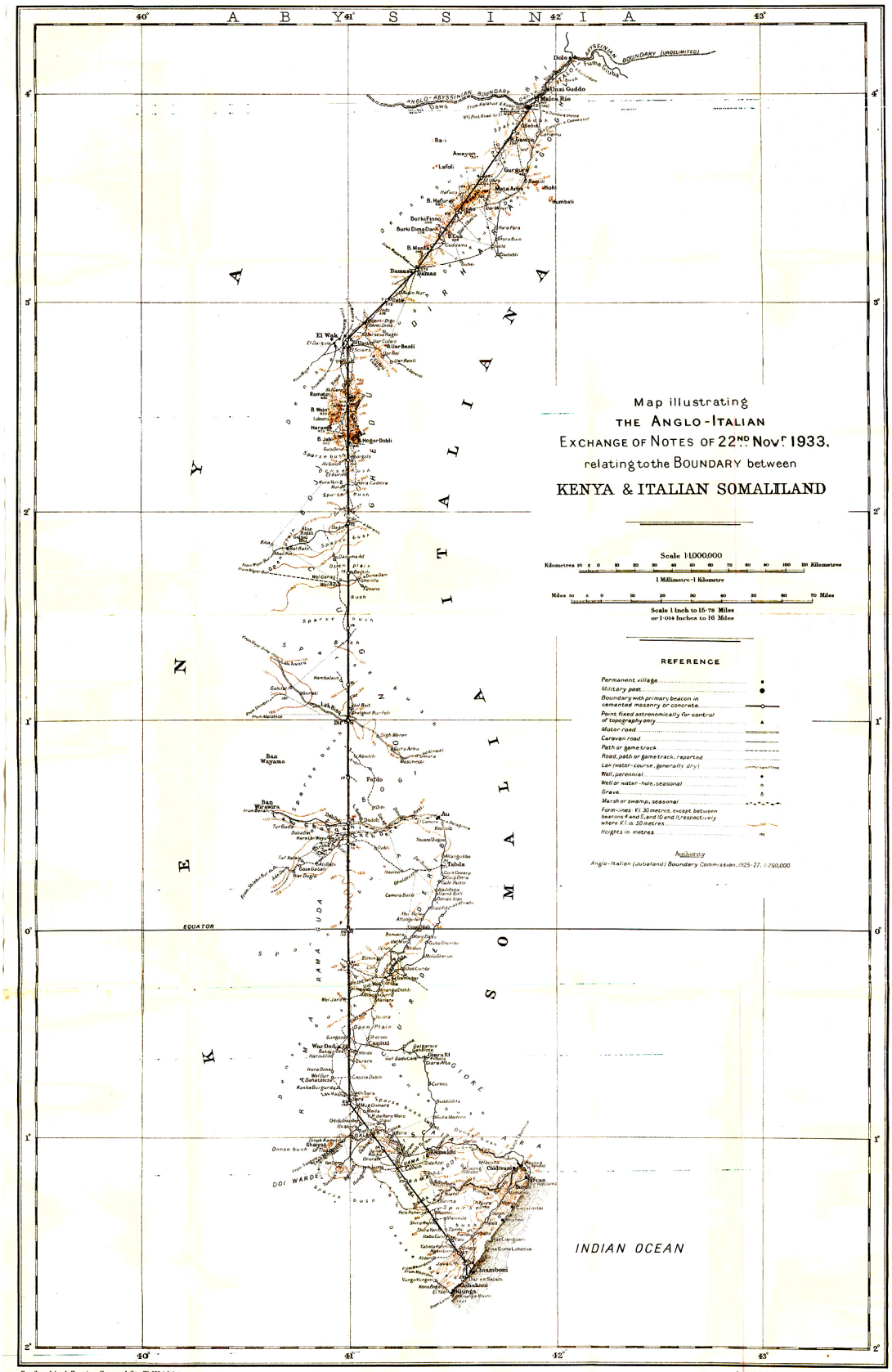
By the present note I have the honour to inform your Excellency that the Italian Government agree to the proposals formulated by His Majesty's Government in the United Kingdom in the note transcribed above.

The present note therefore and your Excellency's note of to-day's date (to which are attached the printed copy of the Agreement signed at Florence on the 17th December, 1927, and the signed original of the map mentioned in the said Agreement), to which the present note is a reply, constitute, with effect from to-day's date, a definitive Agreement between the two Governments as regards the demarcation and maintenance of the boundary between Italian Somaliland and the Colony and Protectorate of Kenya.

I have, &c.
GRANDI.

7172 [7364 1/33] Wt. 2918/199 1000 1/34 F.O.P. 9468 Gp. 340

Annex 4


ABYSSINIA
ANGLO-ABYSSINIAN BOUNDARY (UNDELIMITED)
ANGLO-ABYSSINIAN BOUNDARY
Dolo
Uaraddi Guddo
Malca Ria
Awayon
Lafoli
Gur Sura
Mala Arba
Hobi
Humbali
B. Hafuro
Burki Finno
Burki Dima Dara
B. Manis
Damas
Tulmas
El Wak
Ramata
B. Welli
Harawa
B. Jabi
Hogor Dobli
Sparse bush
Open plain
Bush
Dense bush
San Wayama
San Warwara
Tabda
Camera Baidi
EQUATOR
War Dudy
Gherara
Chidiwara
Kismayu
Jumboni
Mtonjaneni
Mbuinkakani
Mtunga
DOI WARDEL
INDIAN OCEAN
Map illustrating
THE ANGLO-ITALIAN
EXCHANGE OF NOTES OF 22ND NOVR 1933,
relating to the BOUNDARY between
KENYA & ITALIAN SOMALILAND
Scale 1:1,000,000
Kilometres 10 5 0 10 20 30 40 50 60 70 80 90 100 110 Kilometres
1 Millimetre=1 Kilometre
Miles 30 5 0 10 20 30 40 50 60 70 Miles
Scale 1 inch to 15·78 Miles
or 1·014 inches to 16 Miles
REFERENCE
Permanent village
Military post
Boundary with primary beacon in cemented masonry or concrete
Point fixed astronomically for control of topography only
Motor road
Caravan road
Path or gametrack
Road, path or gametrack, reported
Lak (water-course, generally dry)
Well, perennial
Well or water-hole, seasonal
Grave
Marsh or swamp, seasonal
Form-lines: V.I. 30 metres, except between beacons 4 and 5, and 10 and 11 respectively where V.I. is 20 metres
Heights in metres
Authority
Anglo-Italian (Jubaland) Boundary Commission, 1925-27. 1:250,000
Geographical Section, General Staff, No 3934.
Published at the War Office, 1934.
Compiled, drawn, mechanically and printed at W.O., 1934.

Annex 5

Exchange of Notes Constituting an Agreement between the Republic of Kenya and the United Republic of Tanzania on the Territorial Sea Boundary, 1039 U.N.T.S. 148 (17 Dec. 1975 & 9 July 1976), entered into force 9 July 1976

No. 15603

KENYA
and
UNITED REPUBLIC OF TANZANIA

Exchange of notes constituting an agreement on the territorial sea boundary (with annexed map). Nairobi, 17 December 1975, and Dar es Salaam, 9 July 1976

Authentic text: English.
Registered by Kenya on 18 April 1977.

KENYA
et
RÉPUBLIQUE-UNIE DE TANZANIE

Échange de notes constituant un accord relatif à la délimitation des eaux territoriales (avec carte annexe). Nairobi, 17 décembre 1975, et Dar es-Salam, 9 juillet 1976

Texte authentique : anglais.
Enregistré par le Kenya le 18 avril 1977.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT[1] BETWEEN THE REPUBLIC OF KENYA AND THE UNITED REPUBLIC OF TANZANIA ON THE TERRITORIAL SEA BOUNDARY

I

December 17th, 1975

MFA.273/430/001A/120

Your Excellency,

I have the honour to refer to the meetings held between officials of the United Republic of Tanzania and of the Republic of Kenya on 8th May 1972 at Mombasa, Kenya, and from 6th to 8th August 1975 at Arusha, Tanzania, and on 4th September 1975 at Dar es Salaam, Tanzania, on the delimitation of the territorial waters boundary between our two countries and to state that, as a result of the said meetings, the following points were agreed:

1. *Boundary*

Base Lines

(*a*) Ras Jimbo beacon–Kisite Island (rock);

(*b*) Ras Jimbo–Mwamba-wamba beacon;

(*c*) Mwamba-wamba beacon–Fundo Island beacon (rock);

(*d*) Fundo Island beacon (rock)–Ras Kigomasha lighthouse;

(*e*) Kisite Island (rock)–Mpunguti ya Juu lighthouse.

2. *The Description of the Boundary*

(*a*) *On the West.* The median line between the Ras Jimbo beacon–Kisite Island/Ras Jimbo–Mwamba-wamba beacon base lines to a point 12 nautical miles from Ras Jimbo, up to a point hereinafter referred to as "A", located at 4° 49′ 56″ S and 39° 20′ 58″ E.

(*b*) *On the East.* The median line derived by the Intersection of two arcs each being 12 nautical miles drawn from Mpunguti ya Juu lighthouse and Ras Kigomasha lighthouse respectively, hereinafter referred to as point "B", located at 4° 53′ 31″ S and 39° 28′ 40″ E and point C, located at 4° 40′ 52″ S and 39° 36′ 18″ E.

(*c*) *On the South.* An arc with the centre as the Northern Intersection of arcs with radii 6 nautical miles from point "A", as described in paragraph 2 (*a*) above, and point "B" which is the Southern Intersection of arcs from Ras Kigomasha lighthouse and Mpunguti ya Juu lighthouse.

(*d*) The eastward boundary from point "C", which is the Northern Intersection of arcs from Ras Kigomasha lighthouse and Mpunguti ya Juu lighthouse as described under paragraph 2 (*b*) above, shall be the latitude extending eastwards to a point where it intersects the outermost limits of territorial water boundary or areas of national jurisdiction of two States.

(*e*) The marine charts of 1:250,000 describing the co-ordinates of the above points shall form an integral part of this Agreement.

3. *Fishing and Fisheries*

(*a*) It was agreed that indigenous fishermen from both countries, engaged in fishing for subsistence, be permitted to fish within 12 nautical miles of either side of the territorial sea boundary in accordance with existing regulations.

[1] Came into force on 9 July 1976, the date of the note in reply, in accordance with the provisions of the said notes.

(*b*) It was agreed that there be reciprocal recognition of fisheries' licences, regulations and practices of either State applicable to indigenous fishermen aforesaid. The fishing within the area specified in paragraph 3 (*a*). [*Sic.*]

After due consideration of the said points of agreement, including the attached map[1] describing the co-ordinates of the boundary as delimited, the Government of the Republic of Kenya hereby confirms that it accepts the above recommendations, having been fully convinced that they are for the mutual benefit of our two countries.

If the Government of the United Republic of Tanzania is of the same view, then it is suggested that this Note and your reply thereto in the affirmative shall constitute an agreement for the territorial waters boundary between our two States and other related matters referred to above, and the same shall enter into force on the date of the receipt of your said Note in reply.

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

Yours,

Dr. MUNYUA WAIYAKI
Minister for Foreign Affairs

H.E. Mr. Ibrahim Kaduma, M.P.
Minister for Foreign Affairs
United Republic of Tanzania
Dar es Salaam, Tanzania

II

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF FOREIGN AFFAIRS
DAR ES SALAAM

9th July 1976

FAC/B.70.13/110

Your Excellency,

I have the honour to acknowledge receipt of your letter Ref. No. MFA.273/430/001A/120 of 17th December 1975, which reads as follows:

[*See note I*]

I have the honour to confirm that the foregoing is acceptable to the Government of the United Republic of Tanzania.

Please accept, Your Excellency, the assurances of my highest consideration.

IBRAHIM M. KADUMA
Minister for Foreign Affairs

H.E. Dr. Munyua Waiyaki
Minister for Foreign Affairs
Office of the Minister
Nairobi, Kenya

[1] See insert in a pocket at the end of this volume.

Annex 6

Memorandum of Understanding between the Government of the Republic of Kenya and the Transitional Federal Government of the Somali Republic to Grant to Each Other No-Objection in Respect of Submissions on the Outer Limits of the Continental Shelf beyond 200 Nautical Miles to the Commission on the Limits of the Continental Shelf, 2599 U.N.T.S. 35 (7 Apr. 2009), entered into force 7 Apr. 2009

No. 46230

Kenya
and
Somalia

Memorandum of Understanding between the Government of the Republic of Kenya and the Transitional Federal Government of the Somali Republic to grant to each other no-objection in respect of submissions on the outer limits of the continental shelf beyond 200 nautical miles to the Commission on the Limits of the Continental Shelf. Nairobi, 7 April 2009

Entry into force: *7 April 2009 by signature*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *Kenya, 11 June 2009*

Kenya
et
Somalie

Mémorandum d'accord entre le Gouvernement de la République du Kenya et le Gouvernement fédéral de transition de la République somalienne, afin d'accorder à chacun non-objection à l'égard des communications à la Commission des limites du plateau continental sur les limites extérieures du plateau continental au-delà de 200 milles marins. Nairobi, 7 avril 2009

Entrée en vigueur : *7 avril 2009 par signature*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Kenya, 11 juin 2009*

[ENGLISH TEXT – TEXTE ANGLAIS]

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF KENYA AND

THE TRANSITIONAL FEDERAL GOVERNMENT OF THE SOMALI REPUBLIC

TO GRANT TO EACH OTHER NO- OBJECTION IN RESPECT OF SUBMISSIONS ON THE OUTER LIMITS OF THE CONTINENTAL SHELF BEYOND 200 NAUTICAL MILES TO THE COMMISSION ON THE LIMITS OF THE CONTINENTAL SHELF

The Government of the Republic of Kenya and the Transitional Federal Government of the Somali Republic, in the spirit of co-operation and mutual understanding have agreed to conclude this Memorandum of Understanding:

The delimitation of the continental shelf between the Republic of Kenya and the Somali Republic (hereinafter collectively referred to as "the two coastal States") has not yet been settled. This unresolved delimitation issue between the two coastal States is to be considered as a "maritime dispute". The claims of the two coastal States cover an overlapping area of the continental shelf which constitutes the "area under dispute".

The two coastal States are conscious that the establishment of the outer limits of the continental shelf beyond 200 nautical miles is without prejudice to the question of delimitation of the continental shelf between states with opposite or adjacent coasts. While the two coastal States have differing interests regarding the delimitation of the continental shelf in the area under dispute, they have a strong common interest with respect to the establishment of the outer limits of the continental shelf beyond 200 nautical miles, without prejudice to the future delimitation of the continental shelf between them. On this basis the two coastal States are determined to work together to safeguard and promote their common interest with respect to the establishment of the outer limits of the continental shelf beyond 200 nautical miles.

Before 13 May 2009 the Transitional Federal Government of the Somali Republic intends to submit to the Secretary-General of the United Nations preliminary information indicative of the outer limits of the continental shelf beyond 200 nautical miles. This submission may include the area under dispute. It will solely aim at complying with the time period referred to in article (4) of Annex II to the

United Nations Convention on the Law of the Sea (UNCLOS). It shall not prejudice the positions of the two coastal States with respect to the maritime dispute between them and shall be without prejudice to the future delimitation of maritime boundaries in the area under dispute, including the delimitation of the continental shelf beyond 200 nautical miles. On this understanding the Republic of Kenya has no objection to the inclusion of the areas under dispute in the submission by the Somali Republic of preliminary information indicative of the outer limits of the continental shelf beyond 200 nautical miles.

The two coastal States agree that at an appropriate time, in the case of the Republic of Kenya before 13 May 2009, each of them will make separate submissions to the Commission on the Limits of the Continental Shelf (herein referred to as "the Commission"), that may include the area under dispute, asking the Commission to make recommendations with respect to the outer limits of the continental shelf beyond 200 nautical miles without regard to the delimitation of maritime boundaries between them. The two coastal States hereby give their prior consent to the consideration by the Commission of these submissions in the area under dispute. The submissions made before the Commission and the recommendations approved by the Commission thereon shall not prejudice the positions of the two coastal States with respect to the maritime dispute between them and shall be without prejudice to the future delimitation of maritime boundaries in the area under dispute, including the delimitation of the continental shelf beyond 200 nautical miles.

The delimitation of maritime boundaries in the areas under dispute, including the delimitation of the continental shelf beyond 200 nautical miles, shall be agreed between the two coastal States on the basis of international law after the Commission has concluded its examination of the separate submissions made by each of the two coastal States and made its recommendations to two coastal States concerning the establishment of the outer limits of the continental shelf beyond 200 nautical miles.

This Memorandum of Understanding shall enter into force upon its signature.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments, have signed this Memorandum of Understanding.

DONE in Nairobi this 7th day of April Two Thousand and Nine, in duplicate, in the English Language, both texts being equally authentic.

FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA

.....
Hon. Moses Wetang'ula, EGH, MP
MINISTER FOR FOREIGN AFFAIRS

FOR THE TRANSITIONAL FEDERAL GOVERNMENT OF THE SOMALI REPUBLIC

.....
Hon. Abdirahman Abdishakur Warsame
MINISTER FOR NATIONAL PLANNING AND INTERNATIONAL COOPERATION

[TRANSLATION – TRADUCTION]

MEMORANDUM D'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU KENYAET LE GOUVERNEMENT FÉDÉRAL DE TRANSITION DE LA RÉPUBLIQUE SOMALIENNE, AFIN D'ACCORDER À CHACUN NON-OBJECTION À L'ÉGARD DES COMMUNICATIONS À LA COMMISSION DES LIMITES DU PLATEAU CONTINENTAL SUR LES LIMITES EXTÉRIEURES DU PLATEAU CONTINENTAL AU-DELÀ DE 200 MILLES MARINS

Le Gouvernement de la République du Kenya et le Gouvernement fédéral de transition de la République somalienne, dans un esprit de coopération et d'entente mutuelle, sont convenus de conclure le présent Mémorandum d'accord :

La délimitation du plateau continental entre la République du Kenya et la République somalienne (ci-après dénommées collectivement « les deux États côtiers ») n'a pas encore été fixée. Cette question non encore résolue de la délimitation entre les deux États côtiers doit être considérée comme un différend maritime. Les revendications des deux États côtiers couvrent une zone de chevauchement du plateau continental qui constitue la « zone en litige ».

Les deux États côtiers sont conscients que l'établissement des limites extérieures du plateau continental au-delà de 200 milles marins est sans préjudice de la question de la délimitation du plateau continental entre des États ayant des littoraux adjacents ou qui se font face. Bien que les deux États côtiers aient des intérêts divergents en ce qui concerne la délimitation du plateau continental dans la zone en litige, ils ont un sérieux intérêt commun à établir les limites extérieures du plateau continental au-delà de 200 milles marins, sans préjudice de la future délimitation du plateau continental entre les deux États. Sur cette base, les deux États côtiers sont déterminés à travailler ensemble à la sauvegarde et à la promotion de leur intérêt commun en ce qui concerne l'établissement des limites extérieures du plateau continental au-delà de 200 milles marins.

Avant le 13 mai 2009, le Gouvernement fédéral de transition de la République somalienne entend soumettre au Secrétaire général des Nations Unies des informations préliminaires indiquant les limites extérieures du plateau continental au-delà de 200 milles marins. Cette communication pourrait comprendre la zone en litige. Celle-ci aura uniquement pour but de se conformer à la période mentionnée à l'article 4 de l'annexe II de la Convention des Nations Unies sur le droit de la mer. Elle n'influera pas sur les positions des deux États côtiers en ce qui concerne le différend qui les oppose et sera sans préjudice de la future délimitation des frontières maritimes dans la zone en litige, y compris la délimitation du plateau continental au-delà de 200 milles marins. Sur la base de cet accord, la République du Kenya ne voit aucune objection à faire figurer les zones en litige dans la communication par la République somalienne des informations préliminaires indiquant les limites extérieures du plateau continental au-delà de 200 milles marins.

Les deux États côtiers conviennent que, à un moment approprié, dans le cas de la République du Kenya avant le 13 mai 2009, chacun d'eux soumettra séparément une

communication à la Commission des limites du plateau continental (ci-après dénommée « la Commission »), qui peut comprendre la zone en litige, demandant à la Commission de formuler des recommandations à l'égard des limites extérieures du plateau continental au-delà de 200 milles marins, sans tenir compte des frontières maritimes qui les séparent. Les deux États côtiers donnent par la présente leur consentement préalable à l'examen par la Commission de ces communications portant sur la zone en litige. Les communications formulées devant la Commission et les recommandations approuvées par cette dernière à cet égard n'influenceront pas la position adoptée par les deux États côtiers concernant le différend maritime qui les oppose et seront sans préjudice de la future délimitation des frontières maritimes dans la zone en litige, y compris la délimitation du plateau continental au-delà de 200 milles marins.

La délimitation des frontières maritimes dans la zone en litige, y compris la délimitation du plateau continental au-delà de 200 milles marins, fera l'objet d'un accord entre les deux États côtiers sur la base du droit international après que la Commission aura achevé l'examen des communications séparées effectuées par chacun des deux États côtiers et formulé ses recommandations aux deux États côtiers concernant l'établissement des limites extérieures du plateau continental au-delà de 200 milles marins.

Le présent Mémorandum d'accord entrera en vigueur à sa signature.

EN FOI DE QUOI, les soussignés, dûment autorisés par leurs Gouvernements respectifs, ont signé le présent Mémorandum d'accord.

FAIT à Nairobi le 7 avril deux mille neuf en deux exemplaires en langue anglaise, les deux textes faisant également foi.

Pour le Gouvernement de la République du Kenya :

MOSES WETANG'ULA
Ministre des affaires étrangères

Pour le Gouvernement fédéral de transition de la République somalienne :

ABDIRAHMAN ABDISHAKUR WARSAME
Ministre de la Planification nationale et de la coopération internationale

Annex 7

Agreement between the United Republic of Tanzania and the Republic of Kenya on the delimitation of the maritime boundary of the exclusive economic zone and the continental shelf, 2603 U.N.T.S. 37 (23 June 2009), entered into force 23 June 2009



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No. 46308

Kenya
and
United Republic of Tanzania

Agreement between the United Republic of Tanzania and the Republic of Kenya on the delimitation of the maritime boundary of the exclusive economic zone and the continental shelf (with map). Dar es Salaam, 23 June 2009

Entry into force: *23 June 2009 by signature, in accordance with article 7*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *Kenya, 30 July 2009*

Kenya
et
République-Unie de Tanzanie

Accord entre la République-Unie de Tanzanie et la République du Kenya relatif à la délimitation de la frontière maritime de la zone économique exclusive et du plateau continental (avec carte). Dar es-Salaam, 23 juin 2009

Entrée en vigueur : *23 juin 2009 par signature, conformément à l'article 7*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Kenya, 30 juillet 2009*

[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT BETWEEN THE UNITED REPUBLIC OF TANZANIA AND THE REPUBLIC OF KENYA ON THE DELIMITATION OF THE MARITIME BOUNDARY OF THE EXCLUSIVE ECONOMIC ZONES AND THE CONTINENTAL SHELF

PREAMBLE

The United Republic of Tanzania and the Republic of Kenya (hereinafter referred to as "the Parties");

RECALLING the Exchange of Notes between the Republic of Kenya and the United Republic of Tanzania concerning the delimitation of the territorial waters boundary between the two States which constituted an Agreement that entered into force on 9th July, 1976;

COGNISANT of the continuous co-operation of the Parties within the framework of the East African Community as Partner States and the principles contained in the Constitutive Act of the African Union

CONSCIOUS of the provisions of the United Nations Convention on the Law of the Sea that binds States with adjacent coasts to conclude agreements on the delimitation of their maritime boundaries;

CONSIDERING the proclamation made by the President of the Republic of Kenya on the Exclusive Economic Zone of the Republic of Kenya, deposited at the United Nations and published in the United Nations Law of the Sea Bulletin Number 61 of 2006;

Further noting that the southern part of the proclaimed Exclusive Economic Zone of the Republic of Kenya shares a common boundary with the northern part of the Exclusive Economic Zone of the United Republic of Tanzania;

CONSIDERING FURTHER that the coordinates of points in the 1976 Agreement have been transformed from the Clarke 1880 Modified System to the WGS84 System;

DESIROUS of reaching an amicable and equitable agreement pertaining to the maritime boundary between the Parties;

THE PARTIES HERETO AGREE AS FOLLOWS:

Article 1
Scope of Agreement

1.1 The Parties reaffirm the Agreement that entered into force on 9th July, 1976 between them which determines the Maritime Boundary up to 12 nautical miles (the Territorial Waters).

1.2 This Agreement shall define the maritime boundary from the limits of the Territorial Waters as defined in the 1976 Maritime Boundary Agreement starting at Point C (4° 40' 52"S, 39 36' 18" E) which is the Northern intersection of arcs from Ras Kigomasha lighthouse and Mpunguti ya Juu as described under paragraph 2(b) of the 1976 Agreement.

1.3 The Points described in the 1976 Agreement as A, B and C are in this Agreement referred to as Points T-A, T-B and T-C.

Article 2
Basis of Delimitation of the Maritime Boundary

The Parties confirm that the basis of maritime boundary delimitation shall be the parallel of latitude as established in the 1976 Maritime Boundary Agreement. To this extent and in furtherance of the objectives of this Agreement, the Parties agree that the boundary line extends eastwards to a point where it intersects the outermost limits of the continental shelf and such other outermost limits of national jurisdiction as may be determined by international law.

Article 3
Agreed Coordinates

The boundary line of the Exclusive Economic Zone and the Continental Shelf between the Parties is hereby delimitated along the parallel of latitude from Point T-C eastwards to a point that it intersects the outermost limits of the Continental Shelf.
The agreed coordinates in World Geodetic System (WGS84) are as follows:

Point	Latitude	Longitude
T-A	4° 50′ 04.242″S	39° 21′ 01.142″E
T-B	4° 53 ′ 39.222″S	39° 28′ 43.151″E
T-C	4° 41′ 00.291″S	39° 36′ 21.160″E
T-D	4° 41′ 00.291″S	39° 38′ 44.844″E
T-E (TZ)	4° 41′ 00.291″S	43° 13′ 04.800″E
E-C (KE)	4° 41′ 00.291″S	43° 20′ 36.204″E

These transformed coordinates of the points from the 1976 Agreement under Clarke 1880 Modified system to WGS84 system and Kenya's Exclusive Economic Zone proclamation to the United Nations in 2006, have not changed the physical location of the points on the ground.

The agreed coordinates are to be reviewed by the parties upon establishment of a homogeneous geodetic reference frame for the region.

The marine chart indicating the maritime boundary line shall form an integral part of this Agreement **(attached as Annex 1).**

Article 4
Inherent Rights of the Parties over the Maritime Zones

The maritime boundary as defined in this Agreement shall not affect or prejudice in any manner either Party's position with respect to the rules of international law relating to the law of the sea, including those concerned with the exercise of sovereignty, sovereign rights or jurisdiction with respect to the airspace, waters, seabed and subsoil.

For the purpose of this Agreement, "Coastal State jurisdiction" refers to the sovereignty, sovereign rights, or any other form of jurisdiction with respect to the airspace, waters, seabed and subsoil that may be exercised by a coastal State in accordance with international law.

Article 5
Dispute Resolution

Any dispute concerning the interpretation or application of this Agreement shall be resolved by mediation, negotiations or other peaceful means agreed by the Parties in accordance with provisions of the United Nations Convention on the Law of the Sea (UNCLOS).

Article 6
Amendments

Any amendments or modifications of this Agreement shall be in writing and shall come into effect upon confirmation through an exchange of notes.

Article 7
Entry into Force

This Agreement shall enter into force upon signature by the two Parties.

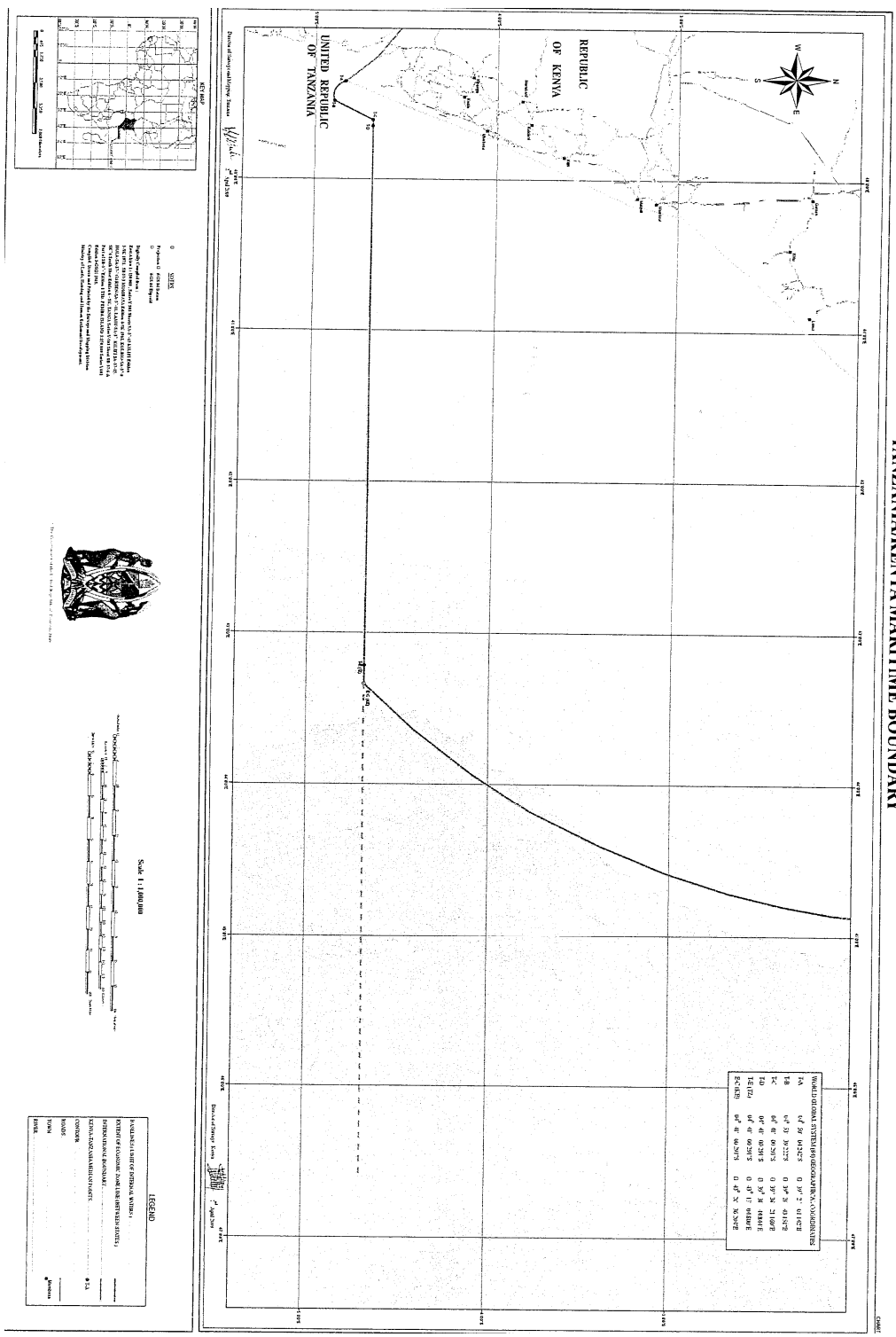
IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed the present Agreement at ....D.Salaam.. this..23rd..day of..June..2009.

FOR THE UNITED REPUBLIC OF TANZANIA

.....
HON. BERNARD KAMILLIUS MEMBE (MP)
MINISTER FOR FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION

FOR THE REPUBLIC OF KENYA

.....
HE. AMB. MUTINDA MUTISO
KENYA HIGH COMMISSIONER TO THE UNITED REPUBLIC OF TANZANIA


TANZANIA/KENYA MARITIME BOUNDARY
REPUBLIC OF KENYA
UNITED REPUBLIC OF TANZANIA
WORLD GEODESIC SYSTEM 1984 (WGS84) DATUM
Scale 1:1,000,000
LEGEND

[TRANSLATION – TRADUCTION]

ACCORD ENTRE LA RÉPUBLIQUE-UNIE DE TANZANIE ET LA RÉPUBLIQUE DU KENYA RELATIF À LA DÉLIMITATION DE LA FRONTIÈRE MARITIME DE LA ZONE ÉCONOMIQUE EXCLUSIVE ET DU PLATEAU CONTINENTAL

Préambule

La République-Unie de Tanzanie et la République du Kenya (dénommées ci-après « les Parties »),

Rappelant l'échange de notes entre la République du Kenya et la République-Unie de Tanzanie relatif à la délimitation des eaux territoriales entre les deux États qui constitue un Accord qui est entré en vigueur le 9 juillet 1976,

Reconnaissant la coopération menée de manière ininterrompue entre les Parties dans le cadre de la Communauté d'Afrique de l'Est en tant qu'États partenaires et les principes énoncés dans l'Acte constitutif de l'Union africaine,

Tenant compte des dispositions de la Convention des Nations Unies sur le droit de la mer qui engage les États possédant des côtes contiguës à conclure des accords sur la délimitation de leurs frontières maritimes,

Considérant la proclamation faite par le Président de la République du Kenya sur la Zone économique exclusive de la République du Kenya déposée aux Nations Unies et publiée dans le bulletin n° 61 de 2006 des Nations Unies sur le droit de la mer,

Notant en outre que la partie méridionale de la Zone économique exclusive proclamée de la République du Kenya partage une frontière commune avec la partie septentrionale de la Zone économique exclusive de la République-Unie de Tanzanie,

Considérant en outre que les coordonnées des points dans l'Accord de 1976 ont été transformées en passant du Système Clarke de 1880 modifié au Système WGS 84,

Désireuses de parvenir à un accord amical et équitable concernant la frontière maritime entre les Parties,

Sont par le présent Accord convenues de ce qui suit :

Article premier. Champ d'application

1.1 Les Parties réaffirment l'Accord passé entre elles entré en vigueur le 9 juillet 1976 et qui détermine la frontière maritime s'étendant jusqu'à 12 miles nautiques (les eaux territoriales).

1.2 Le présent Accord définit la frontière maritime à partir des limites des eaux territoriales telle que définie dans l'Accord sur la frontière maritime de 1976 partant du point C (4° 40' 52" S, 39° 36' 18" E) formant l'intersection septentrionale des arcs par-

tant du phare de Ras Kigomasha et Mpunguti ya Juu comme décrit au paragraphe 2(b) de l'Accord de 1976.

1.3 Les points décrits dans l'Accord de 1976 comme étant les points A, B et C sont dans le présent Accord référencés en tant que points T-A, T-B et T-C.

Article 2. Élément à la base de la délimitation de la frontière maritime

Les Parties confirment que l'élément à la base de la délimitation de la frontière maritime est le parallèle de latitude tel qu'établi dans l'Accord sur la frontière maritime de 1976. Dans ce contexte et conformément aux objectifs poursuivis par le présent Accord, les Parties conviennent que la ligne frontière s'étend à l'est du point formant intersection avec les limites extrêmes du plateau continental et toutes autres limites extrêmes placées sous juridiction nationale pouvant éventuellement être déterminées par le droit international.

Article 3. Coordonnées convenues

La ligne frontière de la Zone économique exclusive et du plateau continental entre les Parties est par le présent Accord délimitée de façon à ce qu'elle longe le parallèle de latitude partant du point T-C à l'est vers un point formant intersection avec les limites extrêmes du plateau continental.

Les coordonnées convenues dans le système géodésique mondial (WGS 84) sont les suivantes :

Point	Latitude	Longitude
T-A	4° 50' 04.242"S	39° 21' 01.142"E
T-B	4° 53' 39.222"S	39° 28' 43.151"E
T-C	4° 41' 00.291"S	39° 36' 21.160"E
T-D	4° 41' 00.291"S	39° 38' 44.844"E
T-E (TZ)	4° 41' 00.291"S	43° 13' 04.800"E
E-C (KE)	4° 41' 00.291"S	43° 20' 36.204"E

Ces coordonnées transformées des points dans l'Accord de 1976 en passant du système Clarke de 1880 modifié au système WGS 84 et la proclamation faite par le Kenya en 2006 aux Nations Unies concernant la Zone économique exclusive ne changent en rien l'emplacement physique des points sur le terrain.

Les coordonnées convenues seront réexaminées par les Parties dès qu'un cadre de référence géodésique homogène aura été établi pour la région.

La carte marine indiquant la ligne frontière fait partie intégrante du présent Accord (voir annexe 1 ci-jointe).

Article 4. Droits inhérents aux Parties sur les zones maritimes

La frontière maritime telle que définie dans le présent Accord ne remet nullement en cause ni ne préjudicie en rien la position de l'une ou de l'autre Partie au regard des règles du droit international régissant le droit de la mer, y compris l'exercice de la souveraineté, des droits souverains ou de la compétence juridictionnelle en matière d'espace aérien, d'eaux, de plancher océanique ou de sous-sol.

Aux fins du présent Accord, l'expression « juridiction de l'État sur les côtes » s'entend de la souveraineté, des droits souverains ou de toute autre forme de compétence juridictionnelle en matière d'espace aérien, d'eaux, de plancher océanique et de sous-sol qui pourraient être exercés par un État côtier en vertu du droit international.

Article 5. Résolution des différends

Tout différend découlant de l'interprétation ou de l'application du présent Accord sera résolu par voie de médiation, de négociations ou tout autre moyen pacifique convenu par les Parties conformément aux dispositions de la Convention des Nations Unies sur le droit de la mer (UNCLOS).

Article 6. Amendements

Les modifications ou amendements apportés au présent Accord se feront par écrit et prendront effet dès confirmation par échange de notes.

Article 7. Entrée en vigueur

Le présent Accord entrera en vigueur à sa signature par les deux Parties.

EN FOI DE QUOI, les représentants des Parties, dûment autorisés, ont signé le présent Accord à Dar es-Salaam le 23 juin 2009.

Pour la République-Unie de Tanzanie :

BERNARD KAMILLIUS MEMBE (M.P.)
Ministre des affaires étrangères et de la coopération internationale

Pour la République du Kenya :

MUTINDA MUTISO
Haut-Commissaire du Kenya auprès de la République-Unie de Tanzanie

CARTE : FRONTIÈRE MARITIME ENTRE LA TANZANIE ET LE KENYA

[Pour la carte, voir à la fin du texte authentique anglais.]

Annex 8

United Nations Treaty Collection, *Status of the Convention on the Territorial Sea and the Contiguous Zone, Declarations and Reservations*, *available at* https://treaties.un.org/doc/Publication/MTDSG/Volume%20II/Chapter%20XXI/XXI-1.en.pdf

CHAPTER XXI

LAW OF THE SEA

1. CONVENTION ON THE TERRITORIAL SEA AND THE CONTIGUOUS ZONE

Geneva, 29 April 1958

ENTRY INTO FORCE 10 September 1964, in accordance with article 29.
REGISTRATION: 22 November 1964, No. 7477.
STATUS: Signatories: 41. Parties: 52.
TEXT: United Nations, *Treaty Series* , vol. 516, p. 205.

Note: The four Conventions and the Optional Protocol of Signature listed in this chapter were prepared and opened for signature by the United Nations Conference on the Law of the Sea. The Conference was convened pursuant to resolution 1105 (XI)[1], adopted by the General Assembly of the United Nations on 21 February 1957, and met at the European Office of the United Nations at Geneva from 24 February to 27 April 1958. The Conference also adopted the Final Act and nine resolutions for the text of which, see United Nations, *Treaty Series* , vol. 450, p. 11. For the *travaux préparatoires* and the proceedings of the Conference, see *Official Records of the United Nations Conference on the Law of the Sea* , vols. I to VII, United Nations publication, Sales No.: 58.V.4, vols. I to VII.

Participant[2,3]	*Signature*	*Ratification, Accession(a), Succession(d)*
Afghanistan	30 Oct 1958	
Argentina	29 Apr 1958	
Australia	30 Oct 1958	14 May 1963
Austria	27 Oct 1958	
Belarus	30 Oct 1958	27 Feb 1961
Belgium		6 Jan 1972 a
Bolivia (Plurinational State of)	17 Oct 1958	
Bosnia and Herzegovina[4]		1 Sep 1993 d
Bulgaria	31 Oct 1958	31 Aug 1962
Cambodia		18 Mar 1960 a
Canada	29 Apr 1958	
Colombia	29 Apr 1958	
Costa Rica	29 Apr 1958	
Croatia[4]		3 Aug 1992 d
Cuba	29 Apr 1958	
Czech Republic[5]		22 Feb 1993 d
Denmark	29 Apr 1958	26 Sep 1968
Dominican Republic	29 Apr 1958	11 Aug 1964
Fiji		25 Mar 1971 d
Finland	27 Oct 1958	16 Feb 1965
Ghana	29 Apr 1958	
Guatemala	29 Apr 1958	
Haiti	29 Apr 1958	29 Mar 1960
Holy See	30 Apr 1958	
Hungary	31 Oct 1958	6 Dec 1961
Iceland	29 Apr 1958	
Iran (Islamic Republic of)	28 May 1958	
Ireland	2 Oct 1958	
Israel	29 Apr 1958	6 Sep 1961
Italy		17 Dec 1964 a
Jamaica		8 Oct 1965 d
Japan		10 Jun 1968 a
Kenya		20 Jun 1969 a
Latvia		17 Nov 1992 a
Lesotho		23 Oct 1973 d
Liberia	27 May 1958	
Lithuania		31 Jan 1992 a
Madagascar		31 Jul 1962 a
Malawi		3 Nov 1965 a
Malaysia		21 Dec 1960 a
Malta		19 May 1966 d
Mauritius		5 Oct 1970 d
Mexico		2 Aug 1966 a
Montenegro[6]		23 Oct 2006 d
Nepal	29 Apr 1958	
Netherlands[7]	31 Oct 1958	18 Feb 1966
New Zealand	29 Oct 1958	
Nigeria		26 Jun 1961 d
Pakistan	31 Oct 1958	
Panama	2 May 1958	
Portugal	28 Oct 1958	8 Jan 1963

Participant[2,3]	*Signature*	*Ratification, Accession(a), Succession(d)*
Romania	31 Oct 1958	12 Dec 1961
Russian Federation	30 Oct 1958	22 Nov 1960
Senegal[8]		25 Apr 1961 a
Serbia[4]		12 Mar 2001 d
Sierra Leone		13 Mar 1962 d
Slovakia[5]		28 May 1993 d
Slovenia[4]		6 Jul 1992 d
Solomon Islands		3 Sep 1981 d
South Africa		9 Apr 1963 a
Spain		25 Feb 1971 a
Sri Lanka	30 Oct 1958	
Swaziland		16 Oct 1970 a
Switzerland	22 Oct 1958	18 May 1966
Thailand	29 Apr 1958	2 Jul 1968
Tonga		29 Jun 1971 d
Trinidad and Tobago		11 Apr 1966 d
Tunisia	30 Oct 1958	
Uganda		14 Sep 1964 a
Ukraine	30 Oct 1958	12 Jan 1961
United Kingdom of Great Britain and Northern Ireland	9 Sep 1958	14 Mar 1960
United States of America	15 Sep 1958	12 Apr 1961
Uruguay	29 Apr 1958	
Venezuela (Bolivarian Republic of)	30 Oct 1958	15 Aug 1961

Declarations and Reservations
(Unless otherwise indicated, the declarations and reservations were made upon ratification, accession or succession.)

BELARUS

Article 20 : The Government of the Byelorussian Soviet Socialist Republic considers that government ships in foreign territorial waters have immunity and that the measures mentioned in this article may therefore be applied to them only with the consent of the flag State.

Article 23 (Sub-section D. Rules applicable to warships) : The Government of the Byelorussian Soviet Socialist Republic considers that the coastal State has the right to establish procedures for the authorization of the passage of foreign warships through its territorial waters.

BULGARIA

Article 20 : The Government of the People's Republic of Bulgaria considers that government ships in foreign waters have immunity and that the measures set forth in this article may therefore apply to such ships only with the consent of the flag state.

Article 23 (Sub-section D. Rules applicable to warships) : The Government of the People's Republic of Bulgaria considers that the coastal State has the right to establish procedures for the authorization of the passage of foreign warships through its territorial waters.

Article 20 : The Government of the People's Republic of Bulgaria considers that government ships in the territorial sea of another State have immunity and that the measures set forth in this article may therefore apply to such ships only with the consent of the flag State.

Article 23 (Sub-section D. Rules applicable to warships) : The Government of the People's Republic of Bulgaria considers that the coastal State has the right to establish procedures for the authorization of the passage of foreign warships through its territorial sea.

COLOMBIA

With respect to the Convention on the Territorial Sea and the Contiguous Zone, the delegation of Colombia declares that, under article 98 of the Colombian Constitution, authorization by the Senate is required for the passage of foreign troops through Colombian territory and that, by analogy, such authorization is accordingly also required for the passage of foreign warships through Colombian territorial waters.

CZECH REPUBLIC[5]

HUNGARY

Articles 14 and 23 : "The Government of the Hungarian People's Republic is of the opinion that the coastal State is entitled to make the passage of warships through its territorial waters subject to previous authorization."

Article 21 : "The Government of the Hungarian People's Republic is of the opinion that the rules contained in Sub-Section B of Section III of Part I of the Convention are generally inapplicable to government ships operated for commercial purposes so far as they encroach on the immunities enjoyed under international law by all government ships, whether commercial or non-commercial, on foreign territorial waters. Consequently, the provisions of Sub-Section B restricting the immunities of government ships operated for commercial purposes are applicable only upon consent of the State whose flag the ship flies."

IRAN (ISLAMIC REPUBLIC OF)

Article 14 : The Iranian Government maintains the objection on the ground of excess of competence, expressed by its delegation at the twelfth plenary meeting of the Conference on the Law of the Sea on 24 April 1958, to the articles recommended by the Fifth Committee of the Conference and incorporated in part in article 14 of this Convention. The Iranian Government accordingly reserves all rights regarding the contents of this article in so far as it relates to countries having no sea coast.

Annex 9

Somali Democratic Republic, Law No. 37, *Law on the Somali Territorial Sea and Ports* (10 Sept. 1972)

ORDER No. 63147
27 DEC 1973 P
Law Library
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BOLLETTINO UFFICIALE

DELLA REPUBBLICA DEMOCRATICA SOMALA

ANNO IV — Mogadiscio, 21 Luglio 1973 — Suppl. n. 1 n. 7

DIREZIONE E REDAZIONE
Presso la Presidenza del Consiglio Rivoluzionario Supremo
Pubblicazione Mensile

PREZZO: Sh. So. 5 per numero — **ABBONAMENTI:** Annuo per la Somalia Sh. So. 100. Estero Sh. So. 300 — L'abbonamento richiesto in tempo stabilito, decorre dal 1° Gennaio e l'abbonato riceverà i numeri arretrati — **INSERZIONI:** per ogni riga o spazio di riga Sh. So. 2 — Le inserzioni si ricevono presso la Direzione Bollettino. L'importo degli abbonamenti e delle inserzioni deve essere versato all'Ufficio Imposte sugli Affari

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DISTRETTO DI BAIDOA — *Avviso ad opponendum a favore del Sig. Scerif Nur Mohamed Abdurahman. N. 88.* » 250

CORRIGENDU — *Republication of the Law n. 35 of 1st AApril 1973.* » 250

ERRATA CORRIGE — alla Legge n. 37 del 2 Giugno 1973, relativa al CODICE CIVILE SOMALO.

Stamperia dello Stato -- Mogadiscio

ATTI LEGISLATIVI ED AMMINISTRATIVI
ADMINISTRATIVE AND LEGISLATIVE ACTS

LAW No. 37 of 10 September 1972.

Law on the Somali Territorial Sea and Ports.

THE PRESIDENT
OF THE SUPREME REVOLUTIONARY COUNCIL

HAVING SEEN The First Charter of the Revolution;

CONSIDERING The approval of the Councils SRC and Secretaries of State;

PROMULGATES

the following Law:

DRAFT LAW ON
THE SOMALI TERRITORIAL SEA AND PORTS

Article 1
The Territorial Sea

1. The Somali Territorial Sea includes the portion of the Sea to the extent of 200 nautical miles within the continental and insular coasts, delimited according to the provisions of Articles 2, and 3 of this Law.

2. The Somali Territorial Sea is under the soverneignty of the Somali Democratic Republic. Offences committed within this limits of the territorial sea on board a vessel relating to penal health, and public security shall be governed by Somali Law.

Article 2
Measurement of the Territorial Sea

1. The normal base line for measuring the breadth of the territorial sea is the low water line along, the coast.

2. In localities where the coastline is deeply indented or if there is a friings of islands along the coast in its immediate vicinity, the method of straight baseline joining appropriate points may be employed in drawing the baseline from which the breadth of the territorial Sea is measured.

3. Waters on the landward side of the baseline of the Territorial Sea form part of the internal waters of the State within the meaning of Article 4 below.

Article 3

Territorial Sea for islands and archipelagos

1. Where an island is situated within the 200 mile limit the belt of waters round it will constitute territorial waters. This belt will be 200 miles wide and will be measured from low-water mark following the sinuasities of the island.

2. A group of islands forming part of an archipelago shall be considered as a unit and its territorial waters shall be measured from the centre of the archipelago.

Article 4

Internal Waters and Maritime Ports

1. The internal maritime waters include all navigable waters in Somali rivers open for maritime vessels and maritime ports with the areas as delimited by the table annexed herewith.

2. The internal Somali waters are subject to the soverneignty of the Republic according to Somali Laws and the provision of this Law.

Article 5

Fishing and Coastal Navigation

1. Fishing in the territorial Sea and regular transportation of persons and goods between Somali Ports are reserved for vessels flying the Somali Flag, and other authorised vessels.

2. Any infringement of the above provision shall be punished with a fine from 5,000/- to 100,000/- So. Shs. and in case of repetition of the infringement by the vessel or the operator, the punishment may be doubled and the captain shall be liable for offences prescribed by the Somali Penal Laws and the vessel may be confiscated.

3. Any contract of transportation made in violation of paragraph 1 above is void and without effect and the vessel executing or intending to execute the contract shall be subject to a fine equal to 5 times the freight or the fare stipulated or fixed by the usage for similar operation.

Article 6

Innocent Passage Through the Territorial Sea

Subject to the provisions of the Law merchant ships of all nationalities are allowed to the right of innocent passage through the Territorial Sea within the limits laid down by this Law and the general principles of the international Law of the Sea.

Article 7

Meaning of Innocent Passage

1. Passage means navigation through the Territorial Sea for the purpose of either traversing that sea without entering internal waters or of proceding to internal waters or of making for the high Sea from internal waters.

2. Passage includes stopping and anchoring, but only in so far as the same are incidental to ordinary navigation or are rendered necessary by force majeur or by distress, but not for loading or unloading goods for passengers.

Article 8

Limits of Innocent Passage

Passage is innocent so long as it is not prejudical to peace, good order, health or security of the Republic. Such passage shall take place in conformity with the provisions of this Law, and with the general rules and principles of international Law.

Article 9

Prohibited Passage

1. Passage in the Territorial Sea and internal waters is not allowed to vessels having the nationality of States not recognised by the Somali Democratic Republic.

2. In case of violation of the above paragraph the Somali authorities may take any measures necessary to ensure its.

Article 10

Warships

1. Foreign Warships are not allowed to passage through the Territorial Sea unless they are authorised by the Somali Government.

Article 11

Respect of Somali Laws in Territorial Sea

1. All Ships exercising the right of innocent passage shall comply with Somaly Laws and regulations.

2. Each vessel while passing through the Territorial Sea shall hoist its national flag and comply with the orders made according Somali Laws — by the competent Authorities.

3. In case of infringement of any of the two above paragraphs the vessel shall be punished with a fine from 1,000/ to 100,000/- So. Shs. unless the fact or the omission constitutes a more grave crime.

Article 12

Entering to Internal Waters

1. All Ships proceeding to internal waters or ports shall compy with the provisions set by the maritime Code for this purpose.

2. Subject to the limitation laid down by Article 5 of this Law all mercant ships except those mentioned by Article 9 paragraph 1 above are granted the rights to enter in Somali Ports for any commercial operation, especially to load, unloade, unload cargoes, embark or disembark passengers.

Article 13

Defence Zones

The Somali competent Authorities may take the necessary measures to suspend temporarily innocent passage of all foreign ships, in specified areas of the territorial sea, if this becomes necessary for the protection of the security of the State.

Article 14

Charges for Services Rendered

Charges levied on Ships in internal waters are also levied upon foreign Ships passing through the Territorial sea for services rendered or measures taken regarding the vessels for their security and the implimentation of rules of the police of the navigation.

Article 15

Criminal Jurisddiction on Foreign Ships

1. The criminal jurisdiction of the Republic shall be exercised on board foreign ships passing through the Territorial sea or anchoring in

the ports with respect to the arrest of any person or conduct any investigation in connection with any crime committed on board the ship during its passage. Criminal jurisdiction is confirmed to the following cases:

(a) if the consequences of the crime extend to the Territory of the Republic;

(b) if the crime is of a kind to disturb the peace of the country or the order of the Territorial Sea or the Port;

(c) if the assistance of the local authorities has been requested by the captain of the Ship or by the Consul of the country whose flag the Ship flies;

(d) if it is necessary for the suspension of illicit traffic in narcotic drugs.

2. The Authorities may take any step authorised by the Somali Laws and regulations for the purpose of any arrest or investigation on board a foreign ship while it is passing through the Territorial Sea after leaving the internal waters or the port.

3. In the cases provided for in paragraph 1 and 2 of this Article the Authorities shall, if the captain so requests, advise the consular Authority of the Flag State before taking any steps, and shall facilitate contact between such Autorities and the ship's crew. In cases of emergency this notification may be communicated while the measures are being taken.

4. Local Authorities shall not take any steps on board a ship passing through the Territorial Sea to arrest any person or conduct any investigation n connection with any crime committed before the ship enters into the Territorial Sea and it is only passing through the Territorial Sea without entering internal waters.

Article 16

Civil Jurisdiction On Foreign Ships

The authorities may not levy execution against, or arrest, the ship for the purpose of any civil proceedings, save only:

(a) in respect of obligations or liabilities assumed or incurred by the ship itself in the course or for the purpose of its voyage through the Territorial Sea or internal waters;

(b) in the cases provided for by the maritime Code.

Article 17

Government Ships

1. The rules provided for in the preceding Article shall apply also to foreign Government ships operated for commercial purposes.

2. The above rules do not afect the immunities which Government ships operated for non commercial purposes enjoy.

Article 18

Arrest Vessels by the Authorities

In case where a punishment is prescribed for infringement committed by a foreign vessel the Somali Authorities may arrest the vessel until the said punishment is fulfilled or a sufficient security for this purpose is furnished.

Article 19

Any provision contray to this Law or inconsistent with it is hereby abrogated.

Article 20

Entry into Force of this Law

This Law shall come into force on the thirtieth day of its publication.

Mogadishu, 10 September 1972.

THE PRESIDENT
of the Supreme Revolutionary Council
Major Gen. Mohamed Siad Barre

Annex 10

Somali Democratic Republic, Ministry of Fisheries and Sea Transport, *Somali Maritime Law* (1988)

(Emblem)

SOMALI DEMOCRATIC REPUBLIC

MINISTRY OF FISHERIES AND SEA TRANSPORT

SOMALI MARITIME LAW

1988

[PAGE 1]

MARITIME LAW

BOOK 1

PART 1

GENERAL ARTICLES

Jurisdiction of the Sea

Enforcing laws of the sea on ships

LIMIT OF THE TERRITORIAL SEA

ARTICLE 1

MARITIME LAW

1. This law sets the instructions for the border and the rights concerning the Zones and the limits of the Territorial Sea. This law also affects all the ships navigating through the Territorial Sea, boats and small vessels (sea-craft) that are navigating or will navigate through the sea, for whatever purpose. The system established here indicates the marine management issues of the Somali Democratic Republic, registration and listing of ships of any kind sailing under the Somali Flag, and rules for ships sailing under the flags of other nations and navigating within the limits of the Somali Democratic Republic's Territorial Sea.

2. Somali government ships, including warships or other ships owned by the Somali Democratic Republic that are not used for commercial purposes, are exempt from the law without mentioning it in some other form.

3. Government ships, including warships or ships owned by a foreign nation that are not used for commercial purposes, shall abide by the articles of this Law and all the regulations issued under this law.

[PAGE 2]

Furthermore, all foreign ships navigating outside of the Somali Territorial Sea border shall abide by the normal navigation regulations requiring them to clearly display their nationality. Submarines within the Somali Territorial Sea border must navigate at the surface on top of the water.

ARTICLE 2

Enforcing the country's laws on ships

1. Ships sailing under Somali flags and navigating international waters or any other waters outside of the territorial sea limits of other countries, shall be considered to be navigating within the territorial limit of the Somali Sea, and shall come under all the laws of the Somali Democratic Republic.

2. Ships sailing under Somali flags on Somali seas or on any other sea that have committed an act against the law, the police, the health system, or the public safety, since they are recognized by the Somali Democratic Republic, shall be subject to the laws of the Somali Democratic Republic ensuring that it does not infringe the territorial sea limit of the country where that act has taken place. If the foreign country possessing jurisdiction over the seas where the crime was committed does not take charge of the proceedings, Somali laws shall be applied, as far as the two countries have the authority to do so.

3. To prevent those issues from causing any harm to the health regulations, security, economy, penal or civil jurisdiction of the Somali Democratic Republic, the national justice system shall decide on matters regarding ownership of disputed ships, co-ownership, guarantee rights and system of disclosure, the authority of the ship's owner, the power, the duty and the responsibility of the captain of the ship, hiring, employment, shipping agreements, general expenses of

the donations, responsibilities with respect to ship accidents that occur outside the borders of the Republic, and other responsibilities related to assistance, search and rescue.

4. The authority of the judiciary of the Somali Democratic Republic covers all parts of the Somali Sea. The enforcement of the judiciary's judgments affects all infringements of maritime laws, system regulations and licenses, or violations of the peace, health, safety, taxes, and resources within the sea border, the border adjacent to the Exclusive Economic Zone, or the border of the Continental Shelf pertaining to the Somali Democratic Republic.

ARTICLE 3

SEA BORDER

Having recognized the rights and responsibilities related to the UN Convention on the Law of the Sea, the Somali Democratic Republic has authority over the sea adjacent to its coasts and shall in its special regulations indicate the use of coastal borders that the Republic has indicated as being within its Territorial Sea limits according to the articles mentioned below.

ARTICLE 4

THE TERRITORIAL SEA

1. While the baselines used for measuring the breadth of the Territorial Sea of the country take into consideration Article 14 of the UN Convention on the Law of the Sea, the Somali Republic has used different approaches to determining the basic baselines.

[PAGE 4]

For islands and fringing reefs, the baselines from which the breadth of the Territorial Sea is measured is the low-water line of the islands and fringing reefs. All the water surrounding the baseline is called internal waters.

Ports, coastal fringe areas, river mouths (of dry or flowing rivers), and islands, each within a distance of 24 nautical miles of the other, are used in the basic straight baseline that links the appropriate places together without turning away from the general direction of the coast.

The basic baseline shall be drawn to include most of the water in the internal waters. All the waters surrounding the land side of the direct baseline are called internal waters.

When addressing the Bays, the baselines shall be drawn according to Article 10 of the UN Convention on the Law of the Sea.

The normal baselines using the directions of the low-water line of the coast shall be applied in all other areas.

The low-water line used for drawing baselines shall be the sea border of that coastal territory, which is visible above the water at low tide, but is submerged at high tide.

2. The Minister of Fisheries and Sea Transport, in partnership with other ministries affected by this issue within the Republic, shall issue detailed charts that delineate the baselines in accordance with the procedures listed hereinabove.

The Minister of Fisheries and Sea Transport shall disclose those charts, submitting them to the Secretary-General of the United Nations.

3. The width of the Somali Territorial: The Territorial Sea of the Somali Democratic Republic shall extend 12 nautical miles into the sea from the baselines. The furthest extent of the country's Territorial Sea limit shall be the baseline extension of 12 nautical miles.

4. The Somali Democratic Republic has full sovereignty over the country's Territorial Sea, the seabed below, the subsoil under the seabed, and the airspace over it.

5. The Ministry of Fisheries and Sea Transport has the authority pertaining to the Maritime Law and, in consultation with other ministries of the Republic, shall issue rules and regulations appropriate for normal navigation and other relevant issues, including a particular regulatory system for warships intended for non-commercial activities, for nuclear-powered vessels, and for ships transporting nuclear products and dangerous chemical products.

[PAGE 6]

Regarding the prevention of marine pollution and the process of authorizing ships on the Territorial Sea of the country:

The Ministry of Fisheries and Sea Transport shall prevent ships from navigating the Somali Territorial Sea as required if their navigation is detrimental to the peace, safety, and stability of the Somali Democratic Republic.

6. The Ministry of Fisheries and Sea Transport, in partnership with other ministries of the Republic related to the issue, shall delineate the border of the sea and other parts of the sea shared by other coastal countries bordering or opposite each other, while issuing international treaties between the Somali Republic and those nations.

If there is no multilateral treaty, the Somali Democratic Republic shall consider that the border between the Somali Democratic Republic and the Republic of Djibouti and the Republic of Kenya is a straight line toward the sea from the land as indicated on the enclosed charts.

Regarding the delimitation of maritime zones in the Gulf of Aden pertaining to the People's Republic of Yemen and to the Indian Ocean around the Island of Socotra, if those borders are merely claimed by those nations and if there is no treaty deciding the exact border, then a median line between them shall be the baseline of the basic measurement for each country.

ARTICLE 5

INTERNAL WATERS

1. All the water surrounding the baseline is considered to be the width of the Territorial Sea; it is called the Internal Waters of the Somali Democratic Republic. The Republic has full authority over the internal waters, which is considered to be equivalent to the same rights over the Republic's territory.

2. The authority to issue rules and regulations related to activities in the internal waters of the Somali Democratic Republic is held by the Minister of Fisheries and Sea Transport.

ARTICLE 6

CONTIGUOUS ZONE

1. The Somali Democratic Republic controls and implements the laws of the Somali Democratic Republic regarding sea ports, taxes, immigration, pollution prevention, health, and the rules and regulations concerning the area of the sea called the Contiguous Zone. The Republic has full civil and penal authority, with the assistance of the relevant ministries and agencies, to enforce those rules and regulations and to punish those responsible for their infringements.

2. The Contiguous Zone of the Somali Democratic Republic shall extend to 24 nautical miles from the baselines from which the breadth of the territorial sea is measured. The outer limit of the Territorial Sea is defined as the line, every point of which is located at a distance from the nearest point of the baseline that is equal to the breadth of the Territorial Sea.

[PAGE 8]

ARTICLE 7

EXCLUSIVE ECONOMIC ZONE

1. The Exclusive Economic Zone of the Somali Republic which is adjacent to the territorial sea shall extend to 200 nautical miles towards the sea from the baselines from which the breadth of the territorial sea is measured.

2. Inside the Exclusive Economic Zone, the Somali Democratic Republic has full rights over all living and non-living resources, and other actives such as wind, tidal, and hydro-electric production. All of those rights extend to all waters starting from the waters superjacent to the seabed and of the seabed and its subsoil.

3. Inside the Exclusive Economic Zone, the Somali Democratic Republic has the full authority to inspect all the activities in the Zone concerning marine research and the exploitation of natural resources, whether living or non-living. The Authority responsible for this inspection shall always prevail should the Somali Democratic Republic plan to undertake marine research and exploitation of those resources.

No foreign country shall carry out any activity related to research of the sea or exploitation of its resources, whether living or non-living, within the Exclusive Economic Zone without the permission of the Somali Democratic Republic as it pertains to those activities and they shall comply with the rules and regulations established for those activities.

[PAGE 9]

4. The Somali Democratic Republic shall apply its jurisdiction in setting and implementing the actions of storing and managing all the resources inside the Exclusive Economic Zone, whether living or non-living, including migratory species while they are within the Exclusive Economic Zone of the Republic.

5. The Somali Democratic Republic has the jurisdiction to make legal decisions regarding marine scientific research and exploitation of the resources inside the Exclusive Economic Zone. In addition, the Republic has the legal authority to issue and implement rules and regulations for the protection and management of resources and the prevention of marine pollution inside the Exclusive Economic Zone or outside it if that pollution is hazardous to the Zone.

6. The Authority for managing the Exclusive Economic Zone shall be shared jointly by the ministries with special expertise on the different resources residing within the Zone.

7. The Ministry of Fisheries and Sea Transport shall, in consultation with other ministries related to this issue, draw up detailed charts and lists of geographical coordinates whenever appropriate, showing the outer limits of the Exclusive Economic Zone. Those charts or lists of geographical coordinates shall be made public and a copy sent to the Secretary General of the United Nations.

[PAGE 10]

ARTICLE 8
CONTINENTAL SHELF

1. The Continental Shelf comprises the seabed and subsoil of the submarine areas that extend beyond the Somali Territorial Sea throughout the natural extension of its land territory to the outer edge of the continental margin.

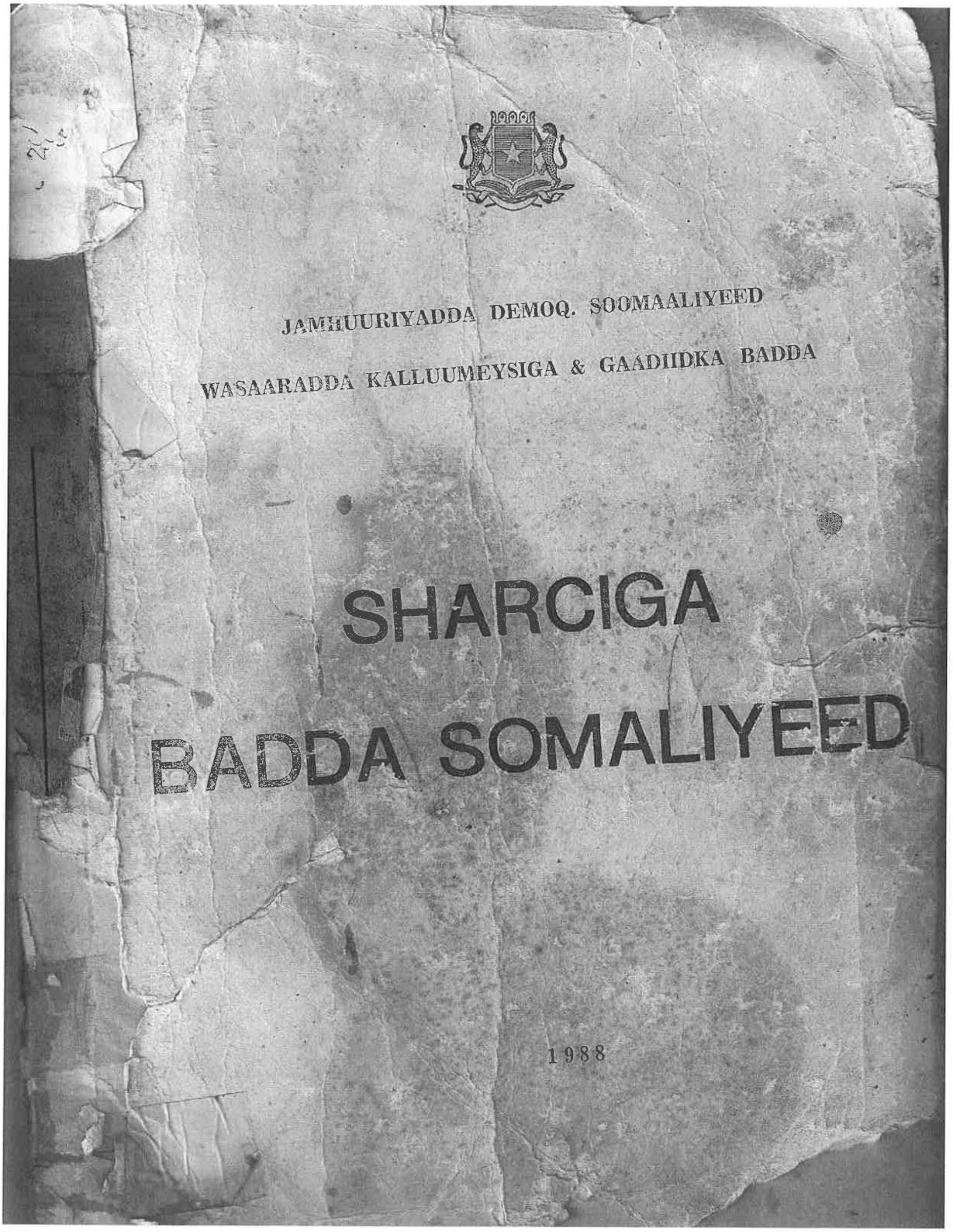
2. The Somali Democratic Republic has sovereign rights to exploit all of the resources, both living and non-living, that are within its water and the subsoil under the sea, apart from possession, clarification and the actual exploitation by the Republic.

3. No foreign company may carry out any activity on the Continental Shelf that is related to marine scientific research or the exploitation of its resources, both living and non-living, if there is no agreement to which the Somali Democratic Republic is a part.

4. The Somali Democratic Republic will issue and implement rules and regulation related to the supervision, protection, and management of the resources of the Continental Shelf.

5. The full jurisdiction of the Democratic Republic of Somalia on the resources within the continental shelf shall extend to its outer limit, 200 nautical miles starting from the baselines from which the breadth territorial sea is measured or, if the continental shelf extends beyond 200 miles, it shall be measured in accordance with Part VI, article 76, 83, and 84 of the United Nations Convention on the Law of Sea.

Annex 10



JAMHUURIYADDA DEMOQ. SOOMAALIYEED

WASAARADDA KALLUUMEYSIGA & GAADIIDKA BADDA

SHARCIGA BADDA SOMALIYEED

1988

SHARCIGA BADDA

BUUGGA I

QAYBTA I

QODOBBO GUUD

Awoodda Sharciga Badda.

KU HIRGELINTA MARAAKIIBTA SHARCIGA BADDA, SOOHDINTA BADDA

QODOBKA 1-AAD

AWOODDA SHARCIGA BADDA.

1. Sharcigani wuxuu dhigayaa tilmaanta xuduuda iyo xuquuqda inta ku saabsan Qaybaha Soohdinta Badda. Sharcigani wuxuu kaloo saameeynayaa badmaridda iyo dhammaan maraakiibta, doonyaha iyo maraakiibta yaryar (Sea-crafts) oo maraya ama mari doona badda, ujeeddo kasta ha lahaadeen. Nidaamka halkan ku degsan wuxuu tilmaamayaa maamulka arrimaha badda ee Jamhuuriyadda Dimuqradiga Soomaaliya, diiwaangelinta iyo qorista maraakiibta wadata Calanka Soomaaliyeed, nooc kasta ha ahaadeen, shuruucda lagu dhaqmayo maraakiibta wadata Calanka Soomaaliyeed iyo shuruucda lagu dhaqmayo maraakiibta wadata Calanka Soomaaliyeed iyo shuruucda lagu dhaqmayo maraakiibta dalal kale oo ku gooshaya Soohdinta Badda Jamhuuriyadda Dimuqradiga Soomaaliya.

2. Maraakiibta dawladda oo ay ku jiraan kuwa dagaalka ama maraakiibta kale oo ay leedahay Jamhuuriyadda Dimuqradiga Soomaaliya, oo aan lagu isticmaalin ujeeddo ganacsi, waa ay ka reeban yihiin awoodda sharcigan haddii aan si kale halkan lagu sheegin mooyaane.

3. Maraakiibta dawladda oo ay ku jiraan maraakiibta dagaalka ama maraakiibta kale oo ay leedahay dawladda shisheeye, looguna isticmaalin ujeeddo ganacsi waa inay ku dhaqmaan qodobada sharcigan iyo xeer-nidaamiye kasta oo lagu soo saaro sharcigan.

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Waxaa intaas dheer in marakiibta dawladda shisheeyaha marka ay si nabayaan soohdinta Badda Soomaaliyeed waa inay ku dhaqmaan mabaadiida badmaridda caadiga ah ayagoo wadanayaa calaamadaha dibadeed oo muujinayaa qarankooda. Gujisyada shisheeyaha waxay marayaan soohdinta Badda Soomaaliyeed ayagoo ku gooshaya Badda korkeeda.

QODOBKA 2-AAD

KU FULINTA MARAAKIIBTA SHURUUCDA

D A L K A

1. Maraakiibta wadata calanka Soomaaliyeed oo maraya badaha caalamiga ama meel kaleba, oo ka baxsan soohdinta badda ee dal kale, waxaa loo qaadanayaa inay marayaan soohdinta badda Soomaaliyeed, waxaana mar kasta lagu dhaqayaa maraakiibtaas dhammaan shuruucda Jamhuuriyadda Dimuqraadiga Soomaaliya.

2. Maraakiibta wadata calanka Soomaaliyeed oo dhex marayaa badda dalka ama biyaha gudaha ee dal dale, mar haddii kuwaas ay aqoonsan tahay Jamhuuriyadda Dimuqradiga Soomaaliya, maraakiibtaas dushoodana uu ka dhaco fal lid ku ah shuruucda ciqaabta, Boliiska, Caafimaadka iyo Nabadgelyada guud, waxaa lagu dhaqmayaa shuruudda Jamhuuriyadda Dimuqradiga Soomaaliya ayadoo la hubinayo inaysan falalkaas waxyeelo u geysan dalka soohdintiisa u falkaas ka dhex dhacay.

Haddii awoodda qaadista dacwadda ay la wareegto Cawladda shisheeyaha ee xeebta leh, shuruucda Jamhuuriyadda Dimuqradiga Soomaaliya waa lagu dabbaqayaa, maadaama ay labada dalba awood u leeyihiin.

3. Ayadoo laga ilaalinayo in arrimahaas aysan dhibaato u geysan shuruucda caafimaadka, nabadgelyada, dhaqaalaha, ciqaabta ama madaniga iyo xeer-nidaamiyeyaasha Jamhuuriyadda Dimuqradiga Soomaaliya, sharciga Qaranka ee markabka la isugu haysto ayaa kala saarayaa arrimaha ku saabsan lahaanshaha, wada lahaanshaha, xuquuqda damaanada iyo qaabka faafinta, mas'uuliyadda Markableyga ballan qaadyada uu qaaday, awoodda, waajibaadka iyo mas'uuliyadda Kabtanka

markabka; shaqaaleynta, kireynta, heshiisyada xamuulka; deeqda khasaaraha guud; waajibaadka la xiriira shilalka maraakiibta ka dhaca meel ka baxsan soohdinta Jamhuuriyadda; iyo waajibaadka la xiriira kaalmada, samaynta bixinta iyo badbaadinta.

4. Awoodda Garsoorka Jamhuuriyadda Dimoqraadiga Soomaaliya waxay ku fidsan tahay dhammaan qeybaha Badda Soomaaliyeed. Awoodda fullinta ee Garsoorka waxay saameysaa dhammaan ku xadgudubka sharciga badda, xeernidaamiyaha iyo rukhsadaha ama xadgudubka nabadgelyada, caafimaadka, badbaadada, sharafta canshuuraha ama kheyraadka badda ee ku jira soohdinta xeebaha, biyaha gudaha, badda dalka, xadka ku xiga xadka dhaqaalaha ama xadka badda hoosteeda oo ay leedahay Jamhuuriyadda Dimoqraadiga Soomaaliya.

QODOBKA 3-AAD

SOOHDINTA BADDA.

Ayadoo la aqoonsan yahay xuquuqda iyo waajibaadka la xiriira saxiixyada Xeerka badda ee Qaramada Midoobay, Jamhuuriyadda Dimuqraadiga Soomaaliya waxay awood ku leedahay dhammaan badda ku xiga ee Xeebahaeda ayadoo sharcigeeda gaarka ah uu tilmaami doono isticmaalka xadka xeebaha ee ay Hamhuuriyadda u tilmaantay soohdinta xeebta sida waafaqsan qodobka hoos ku qoran.

QODOBKA 4-AAD

BADDA DALKA

1. Xariiqaha Asaasiga (Baselines) ee lagu qiyaasayo ballarka badda dalka.

Ayadoo la tixgelinayo qodobka 14-aad ee Sharciga Badda ee Qaramada Midoobay, Jamhuuriyadda Dimuqraadiga Soomaaliya waxay isticmaaleysaa hababka kala duwan ee lagu xaqiijinayo Xariiqaha asaasiga.

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iii Jasiiradaha iyo dhagaxyada badda oo jajabsan (Fringing Reefs), xariiqaha asaasiga oo laga qiyaas qaadanayo ballarka Badda Dalka, waxaa weeye xaqriiqda biyaha hoose ee ku dhacaya Jasiiradaha ama dhagaxa badda ee jajabsan. Dhammaan biyaha ku dhex xeeran xariiqaha asaasiga waxaa la yirahda biyaha gudaha.

Dekedaha, dhulka xeebaha oo aad u jajabsan, afafka webiyada (ha ahaadeen kuwo engagan ama kuwo leh biyaha socda) iyo Jasiiradaha oo midka uu kan kale uga jiro 24 Mayl, waxaa lagu isticmaalayaa xariiqaha asaasiga oo tooska ah kuwaasoo isku xira meelaha habboon ayadoo aan wax badan looga leexanayn jihada guud ee Xeebta.

iv Xariiqo asaasi ah toos ah ayaa la jiidayaa si lagu dhex xiro biyaha gudaha ee ugu badan. Dhammaan biyaha ku xeeran dhinaca dhulka ee xariiqaha asaasiga ee tooska ah, waxaa la yirahdaa biyaha gudaha.

v Marka laga hadlayo dooxo-badeedka (Bays), **xariiqaha asaasiga waxaa la jiidayaa ayadoo la raacayo qodobka 10-aad ee Sharciga Badda ee Qaramada Midoobay.**

Xariiqaha asaasiga ee caadiga oo isticmaalaya tilmaanta biyaha hoose ee xeebta, waxaa lagu dabbaqayaa dhamaan meelaha kale.

Xariiqaha biyaha hoose (low-water line) ee lagu jiidayo xariiqaha asaasiga waxay noqonaysaa xadka dhinaca badda ee dhulkaas ee ku wareegsan yahay biyaha, korna ka muuqanaya markay jiraan mowjadaha hoose, hase yeeshee uu hoosta ka gelayo biyaha mowjadaha sare.

2. Wasiirka Wasaaradda Kalluumeysiga & Gaadiidka Badda, isagoo la kaashanayo Wasaaradaha kale, ee saameyso arrinta, Jamhuuriyadda dhexdeeda wuxuu soo saarayaa tusmooyin (Charts) waaweyn oo xadeyn doona xariiqaha asaasiga oo la jiiday sida waafaqsan hababka kor ku qoran.

Wasiirka Wasaaradda Kalluumeysiga & Gaadiidka Badda, wuxuu faafinayaa naqshadahaas isagoo u gudbinayaa Xoghayaha Guud ee Qaramada Midoobay.

3. Ballarka Badda Dalka: Badda Dalka Jamhuuriyadda Dimuqradiga Soomaaliya, wuxuu noqonayaa 12 Mayl oo laga tirinayo xariiqaha asaasiga marka loo socdo dhinaca badda. Xadka ugu shisheeya ee Badda Dalka wuxuu noqonayaa xariiq ay meel kasta uga fog tahay 12 Mayl xariiqaha asaasiga oo laga soo tiriyey ballarka Badda Dalka.

4. Jamhuuriyadda Dimuqradiga Soomaaliya, waxay awood buuxda ku leedahay Badda Dalka, Badda-hoosteeda, Dhulka ka hooseeya iyo Hawada ka sarreysa.

5. Wasaaradda Kalluumeysiga & Gaadiidka Badda, ayaa awood u leh hawlaha la xiriira Badda Dalka, ayadoo la tashanaysa Wasaaradaha kale ee Jamhuuriyadda oo saameya arrimahaas, waxaayna soo saareysaa nidaam iyo Xeer-nidaamiyeyaal ku habboon nabadgelyada badmaridda caadiga iyo hawlaha la xiriira, oo uu ku jiro nidaam gaar ahaaneed oo loogu talagalay maraakiibta dagaalka oo loogu isticmaalo hawlo aan ganacsi ahayn, kuwo loogu talagalay maraakiibta isticmaasha quwadda nukliyarka, iyo maraakiibta qaada alaab nukeleerka ama badeeco khatar ah oo kiimika ah,

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kuna saabsan ka hortegidda wasakheynta badda iyo hababka kala saaridda maraakiibta mareysa Badda Dalka.

Wasiirka Wasaaradda Kalluumeysiga & Gaadiidka Badda, wuxuu, haddii loo baahdo ka joojin karaa maraakiibta maridda Badda Dalka haddii mariddaas ay noqoto inay waxyeeleynakarto nabadda, nabadgelyada iyo xasiloonida Jamhuuriyadda Dimuqradiga Soomaaliya.

6. Wasiirka Wasaaradda Kalluumeysiga & Gaadiidka Badda, isagoo la kaashanaya Wasaaradaha kale ee Jamhuuriyadda oo ay arrintu khuseyso wuxuu isku dayayaa inuu xadido xudduda Badda Dalka iyo meelaha kale ee Badda oo ka dhaxeeya Dalalka wadaaga Xeebaha ama isugu horjeedaa, ayadoo la soo saarayo heshiisyo Caalami ah oo ka dhaxeeya Jamhuuriyadda Dimuqradiga Soomaaliya iyo Dalalkaas.

Haddii uusan jirin Heshiis, Jamhuuriyadda Dimuqradiga Soomaaliya waxay u qaadanaysaa in xadka badda oo ka dhaxeeya Jamhuuriyadda Dimuqradiga Soomaaliya iyo Jamhuuriyadda D'jabouti Jamhuuriyadda Kenya uu yahay xariiq toosan oo uu socoto dhinaca badda, kana timid xagga dhulka ee xudduudiisa lagu tilmaamay naqshadaha la faafiyey.

Xadka qaybaha badda ee Gacanka Cadmeed oo ku saabsan Jamhuuriyadda Dadka Ee Yemen iyo Badweynta Hindiya oo ku saabsan Sokaatra, haddii xudduddaas, ay iska kor saaran yihiin dacwooyinka dawladahaas, haddii aysan jirin heshiis waxaa kala saarayaa, xariiq dhexe oo u dhaxeysa ballar isku mid ah marka laga soo qiyaas qaato xariiqaha asaasiga ee Badda dal kasta.

QODOBKA 5-AAD

BIYAHA GUDAHA

1. Dhammaan Biyaha ku xeeran dhinaca dhulka ee xariiqaha asaasiga oo laga tirinayo ballarka Badda Dalka, waxaa lagu magacaabayaa Biyaha Gudaha ee Jamhuuriyadda Dimuqradiga Soomaaliya. Jamhuuriyaddu waxay awood buuxda ku leedahay dhammaan Biyaha Gudaha oo la mid ah xaquuqda buuxda ee lagu leeyahay dhulka Jamhuuriyadda.

2. Awoodda soo saarista nidaam iyo xeer-nidaamiyeyaal ku habboon hawlaha la xiriira Biyaha Gudaha ee Jamhuuriyadda, waxaa iska leh Wasiirka Wasaaradda Kalluumeysiga & Gaadiidka Badda.

QODOBKA 6-AAD

QAYBTA XIGTA (CONTIGUOUS ZONE)

1. Jamhuuriyadda Dimuqradiga Soomaaliya, waxay kontrol iyo fulin ku sameynaysa, shuruucda Jamhuuriyadda ee ku saabsan Furdooyinka, Canshuuraha, Socdaalka, Ka-hortegidda Wasakheynta iyo Caafimaadka iyo Xeer-Nidaamiyeyaal ku saabsan Qaybta Badda oo la yirahda Qaybta Xigta. Jamhuuriyadda waxay awood buuxda oo madani iyo ciqaabeedba ku leedahay ayadoo la adeegsanayo Wasaaraha iyo Wakaaladaha qaabilsan, si loo fuliyo Sharciga iyo Xeer-Nidaamiyeyaasha xadgudubkooda.

2. Qaybta Xigta ee Jamhuuriyadda Dimuqradiga Soomaaliya, waxay ku fideysa dhinaca Badda kuna xigta Badda Dalka ilaa 24 Mayl oo laga soo bilaabo xariiqaha asaasiga oo laga soo tirinayo ballarka Badda Dalka.

Annex 10

QODOBKA 7-AAD

QAYBTA DHAQAALAHA EE GAARKA (EXCLUSIVE ECONOMIC ZONE)

1. Qaybta Dhaqaalaha ee gaarka ah ee Jamhuuriyadda Dimuqradiga Soomaaliya, waxay ku fidsan tahay dhinaca Badda kuna Xigta Badda Dalka ilaa 200 Mayl oo laga tirinayo xariiqaha asaasiga oo laga qiyaas qaatay Badda Dalka.

2. Qaybta Dhaqaalaha ee gaarka gudaheeda, Jamhuuriyadda Dimuqradiga Soomaaliya, waxay xuquuq buuxda ku leedahay dhammaan kheyraadka nool iyo kuwa aan noolayn, iyo hawlaha kale ee laga qabanayo qaybta sida quwadda laga dhalinayo biyaha, mowjadaha iyo dabcesha. Xuquuqdhaas waxay ku fidsan yihiin dhammaan biyaha laga soo bilaabo Badda Hoose ilaa kor oo ay ku dhex jirto Badda Hoose iyo Ciidda ka hoosaysa.

3. Qaybta Dhaqaalaha ee gaarka ah gudaheeda, Jamhuuriyadda Dimuqradiga Soomaaliya waxay awood u leedahay inay si buuxda u kormeerto dhammaan hawlaha Qaybtaas gudaheeda kuna saabsan baarista cilmiyeed ee badda, ka faa'ideysiga kheyraadka nool iyo kuwa aan noolaynba oo ku dhex jira. Awoodda kormeerkaas waa mid mar kasta jireysa haddiiba ay Jamhuuriyadda Dimuqradiga Soomaaliya ay ku talagasho baarista cilmiyeed ee badda iyo ka faa'ideysiga kheyraadkaas.

Dal shisheeye ma ku dhaqaaqi karo hawlo la xiriira baarista cilmiyeed ee badda ama ka faa'ideysiga kheyraadkaanool ama aan noolaynba oo ku jira Qaybta Dhaqaalaha ee Gaarka ah isagoo aan oggolaansho ka haysan Jamhuuriyadda Dimuqradiga Soomaaliya, raacayana shuruucda, xeer-nidaamiyeyaasha iyo shuruucda loo dejiyey hawlahaas.

4 4. Jamhuuriyadda Dimuqradiga Soomaaliya, waxay ku dabbaqaysa xaquuqdeeda gaar ahaaneed ee dejinta iyo fulinta tallaabooyinka keydinta iyo maareeynta dhammaan kheyraadka ku dhex jira Qaybta Dhaqaalaha Ee Gaarka ah, kuwo nool iyo kuwo aan nooleynba oo ku dhex jiraan jinsiyadaha guuraya (migratory specied) markay ku dhex jiraan Qaybta Dhaqaalaha ee Gaarka ee Jamhuuriyadda.

5. Jamhuuriyadda Dimuqradiga Soomaaliya, waxay awood u leedahay fulinta shuruucda, iyo xeer-nidaamiyeyaasha ku saabsan baarista iyo ka faa'ideysiga kheyraadka ku dhex jira Qaybta Dhaqaalaha ee Gaarka ah iyo inay ciqaabto qofka ku xadgudbo. Intaas ka sokow, Jamhuuriyaddu waxay awood u leedahay inay soo saarto, fulisana shuruuc iyo xeer-nidaamiyeyaal loogu ilaalinayo laguna maamulayo kheyraadka iyo ka hortegidda wasakheynta badda Qaybta Dhaqaalaha ee Gaarka ah gudahiisa ama ka baxsanba haddii wasakheyntaas ay khatar u noqoto biyaha ku dhex jira Qaybtaas.

6. Awoodda maamuleed ee la xiriirta Qaybta Dhaqaalaha ee Gaarka ah waxaa wadajir ahaan u leh Wasaaradaha leh khibrad gaar ah kheyraadka kala duwan.

7. Wasiirka Wasaaradda Kalluumeysiga & Gaadiidka Badda, isagoo la tahsanaya Wasaaradaha kale ee arrintu saameyso, wuxuu sameynayaa naqshadooyin waaweyn ama liisas juqraafiyeed sidii hadba habboon, kuwaasoo muujinayo xudduuda dibadeed ee Qaybta Dhaqaalaha ee Gaarka ah. Naqshadahaas iyo liisaskaas waa in la faafiyaa, nuqul ka mid ahna waxaa loo gudbinayaa Xoghayaha Guud ee Qaramada Midoobay.

Annex 10

QODOBKA 8-AAD

BADDA HOOSE

(CONTINENTAL SHELF)

1. Badda Hoose waa qayb ka mid ah Badda Hoose iyo Ciidda ka hooseysa dhammaan meelaha xeebaha Jamhuuriyadda Dimuqradiga Soomaaliya oo ka sameysmaya isfidinta dabiciiga ee dhulka oo uu fidsamayo dhinaca badda ilaa xadka dibadeed ee badda hoose.

2. Jamhuuriyadda Dimuqradiga Soomaaliya, waxay xuquuq buuxda ku leedahay ka faa'ideysiga dhammaan kheyraadka nool iyo kan aan noolaynba oo la xiriira biyaha hoose iyo ciidda ka hooseysa ee Badda Hoose, ka sokow haysashada, caddeynta ama ka faa'ideysiga dhabta ah ee Jamhuuriyadda.

3. Shirkad shisheeye kuma sameyn karto hawl, Badda Hoose, hawshaas oo la xiriirta baaris cilmiyeed ee badda ama ka faa'ideysiga kheyraadka nool ama aan noolaynba oo ku dhex jira Badda Hoose haddii uusan jirin/heshiis ay dhinac ka tahay Jamhuuriyadda Dimuqradiga Soomaaliya.

4. Jamhuuriyadda Dimuqradiga Soomaaliya, waxay soo saareysa, fulinaysana shuruuc iyo xeer-nidaamiyeyaal ku saabsan kormeerka, ilaalinta iyo maamulka kheyraadka Badda Hoose.

5. Xuquuqda buuxda ee Jamhuuriyadda Dimuqradiga Soomaaliya oo ku saabsan kheyraadka Badda Hoose ilaa xad-dibadeedka ee 200 Mayl marka laga soo tirinayo xariiqaha asaasiga oo laga qiyaas qaadanayo Badda Dalka ama ka shisheba haddii Badda Hoose ay ka shishe marto 200 Mayl, waxaa laga soo tirinayaa sida waafaqsan Qaybta 6-aad, qodobka 76-aad, 83-aad iyo 84-aad ee Xeerka Badda ee Qaramada Midoobay.

Annex 11

Somali Democratic Republic, Law No. 5, *Somali Maritime Law* (26 Jan. 1989)

Law No.5, Date: 26 Jan, 1989. Somali Maritime Law

THE PRESIDENT OF THE DEMOCRATIC REPUBLIC OF SOMALIA

HAVING CONSIDERED: The Mandate of the People's Parliament

PRODUCES

The following law:

Article 1:

The attached Somali Maritime Law has been approved.

Article 2:

The 1959 Maritime Law of No. 1 of 21 February 1959 and any other law or any Administrative Law that opposes or not in line with this Law has been repealed.

Article 3:

This Law will come into force after sixty days when it has been issued in the Official Announcement of the Republic.

Mogadishu, 26 Jan. 1989.

THE PRESIDENT OF THE DEMOCRATIC

REPUBLIC OF SOMALIA

(Mohamed Siad Barre)

Annex 11

Sharci lambar 5, taariikh 26 Jan. 1989: Sharciga Badda Soomaaliyeed.

MADAXWEYNAHA JDS

ISAGOO TIXGELINAAYA: Oggolaanshaha Golaha Shacbiga;

WUXUU SOO SAARAYAA

Sharciga soo socda:

Qod. 1aad

Waxaa la oggolaaday Sharciga Badda Soomaaliyeed ee halkan ku lifaaqan.

Qod. 2aad

Waxaa la burivey Sharciga Badda lambarkiisu yahay 1 ee 21 Febraayo 1959 iyo Sharci kasta ama Xeer-nidaamiye kasta oo ka soo horjeeda ama aan la socon karin Sharcigan.

Qod. 3aad

Sharcigan wuxuu dhaqan gelayaa lixdan maalmood kad dib marka lagu soo saaro Faafinta Rasmiga ah ee Jamhuuriyadda.-

Muqdisho, 26 Jan. 1989

MADAXWEYNAHA J.D.S.
(Maxamed Siyaad Barre)

Annex 12

Somali Democratic Republic, Presidential Decree No. 14, *Instrument of Ratification* (9 Feb. 1989)

XEER L

of the 9th February I989 :

JAMHUURIYADDA DIMOQRAADIGA SOOMAALIYA
-MADAXTOOYADA

axwe

the Article 67, para 5 and the Article 82, para 4 of the Constitution of the Somali Democratic Republic;

the Law nº 49 of 23 December I984;

HAVING SEEN the Law nº 14 of the 9th February I989 on the base of which the People's Assembly has approved the Convention specified in this Decree;

the necessity to ratify this Convention;

HEREBY PRO

the following Decree :

The United Nations Convention on the Law of the Sea and its Annexes, signed in Montego Bay, Jamaica, on the tenth day of December I982, is hereby ratified.

The above mentioned Convention and its Annexes shall have the force of Law in the Territory of the Somali Democratic Republic.

This Decree shall come into force upon be published on the Official Bulletin of the State.

Mogadishu, 9.2.I989

Annex 13

Somali Democratic Republic, Law No. 11, *Mandate-the Approval of the Third United Nations Maritime Law* (9 Feb. 1989)

QAYBTA KOWAAD

SHARCI

Sharci lambar 11, taariikh 9.2.1989: Oggolaansho Meelmarinta Axdiga Saddexaad ee Qarammada Midoobay ee Xeerka Badda.

MADAXWEYNAHA JDS

ISAGOO TIXGELINAAYA: Oggolaanshaha Golaha Shacbiga;

WUXUU SOO SAARAYAA

Sharciga soo socda:

Qod. 1aad

1. Waxaa la oggolaaday meelmarinta Axdiga Saddexaad ee Qarammada Midoobay ee Xeerka Badaha oo ka dhexeeya Dawladaha meelmariya Axdiga.

2. Axdigan wuxuu ka mid yahay Sharcigan isagoo ufaaqu ah.

Qod. 2aad

Shuruudaha iyo xaaladaha uu tilmaamayo Axdiga ku tilmaaman Qod. 1aad ee Sharcigan waxaa dhaqan gelintooda la waafajinayaa Dastuurka JDS iyo Qod. 308 ee isla Axdigaas.

Qod. 3aad

Madaxweynaha Jamhuuriyadda Dimoqaraadiga Soomaaliya waxaa awood loo siiyey inuu meelmariyo Axdigani.

Qod. 4aad

Sharcigan wuxuu dhaqan gelayaa isla maalinta lagu soo saaro Faafinta Rasmiga ah ee Jamhuuriyadda.

Muqdisho, 9.2.1989

MADAXWEYNAHA J.D.S.
(Maxamed Siyaad Barre)

PART ONE

LAW

Law No. 11, Dated 9.2.1989: Mandate-the Approval of the Third United Nations Maritime Law.

THE PRESIDENT OF THE DEMOCRATIC REPUBLIC OF SOMALIA

HAVING CONSIDERED: The Mandate of the Judiciary

PRODUCES

The following law:

Article 1:

1. The Third United Nations Maritime Law between the Signatory Countries has been approved.
2. This Law is part of this very Law as an appendix.

Article 2:

The implementation of the rules and the regulations that the Law in Article 1 of this Law above is indicating, should be made compliant with the Constitution of the Somali Democratic Republic and Article 308 of that very Law.

Article 3:

The president of the Democratic Republic of Somalia has been authorized to put this law into action.

Article 4:

This Law will come into force on the very day that it has been issued in the Official Announcement of the Republic.

Mogadishu, 9.2. 1989.

THE PRESIDENT OF THE DEMOCRATIC REPUBLIC OF SOMALIA

(Mohamed Siad Barre)

Annex 14

Federal Republic of Somalia, Office of the President, *Proclamation by the President of the Federal Republic of Somalia* (30 June 2014)

Jamhuuriyadda Federaalka Soomaaliya
Xafiiska Madaxweynaha

جمهورية الصومال الفيدرالية
مكتب الرئيس

Federal Republic of Somalia
Office of the President

June 30, 2014

Proclamation by the President of the Federal Republic of Somalia, dated 30 June 2014

Having considered Law No. 11 dated 9 February 1989 relating to the ratification of the United Nations Convention on the Law of the Sea by the then People's Assembly of Somalia;

Having considered Decree No. 14 dated 9 February 1989, the instrument of ratification of the United Nations Convention on the Law of the Sea;

Having considered Law No. 5 dated 26 January 1989 approving the Somali Maritime Law (the Somali Maritime Law of 1988); and

For the purpose of exercising the sovereign rights of the Federal Republic of Somalia (the "Republic of Somalia") with regard to the exploration and conservation of the natural resources, whether living or non-living, of the sea, it is hereby deemed appropriate to proclaim the Exclusive Economic Zone of the Republic of Somalia as follows:

1. The Exclusive Economic Zone of the Republic of Somalia extends to a distance of two hundred (200) nautical miles from the baselines from which the breadth of the territorial waters of the Somali Republic is measured.

2. In the Exclusive Economic Zone, the Republic of Somalia has:

(a) Sovereign rights for the purpose of exploring and exploiting, conserving and managing the natural resources, whether living or non-living, of the seabed and subsoil and the superjacent waters, and with regard to other activities for the economic exploration and exploitation of the zone, such as the production of energy from the water, currents and winds,

(b) Jurisdiction with regard to:

(i) the establishment and use of artificial islands, installations and structures;

(ii) marine scientific research;

(iii) the preservation of the marine environment;

(c) Other rights as may exist under international law.

3. In the Exclusive Economic Zone, the freedoms of navigation and over-flight and of the laying of submarine cables and pipelines shall be governed by international law.

4. In any case where the Exclusive Economic Zone of the Republic of Somalia is adjacent or opposite to the Exclusive Economic Zone of another coastal State, the Federal Government of the Somali Republic is prepared to enter into negotiations with the coastal State concerned with a view to delimiting their respective Exclusive Economic Zones.

5. Exploitation of living and non-living resources, including fish, in the Exclusive Economic Zone of the Republic of Somalia shall require the prior written approval of the relevant Ministry of the Federal Government of Somalia and is subject to the applicable laws of the Republic of Somalia.

Proclaimed on the 30th day of June 2014.

Made this 30th day of June 2014

H.E. Hassan Sheikh Mohamud
The President of the Federal Republic of Somalia

Annex 15

Federal Republic of Somalia, *Outer Limit of the Exclusive Economic Zone of Somalia* (30 June 2014)



Federal Republic of Somalia

Outer Limit of the Exclusive Economic Zone of Somalia
Coordinate: Geographic Coordinate Sysytem
Datum: World Geodetic System 84
Date: 30/June/2014
Total Points: 2468

PT_ID	Lat_Deg	Lat_Min	Lat_Sec	lat_Dir		Lon_Deg	Lon_Min	Lon_Sec	Lon_Dir	Latitude	Longitude
SP1	-1	39	43.30	S		41	33	33.49	E	-1.662022	41.559302
EEZ1	-3	53	24.03	S		44	4	6.48	E	-3.890000	44.068400
EEZ2	-3	53	22.11	S		44	4	8.17	E	-3.889476	44.068937
EEZ3	-3	52	57.74	S		44	4	29.65	E	-3.882707	44.074903
EEZ4	-3	52	33.28	S		44	4	51.02	E	-3.875910	44.080839
EEZ5	-3	52	8.79	S		44	5	12.37	E	-3.869110	44.086769
EEZ6	-3	51	44.21	S		44	5	33.60	E	-3.862281	44.092667
EEZ7	-3	51	19.61	S		44	5	54.81	E	-3.855446	44.098559
EEZ8	-3	50	54.92	S		44	6	15.92	E	-3.848588	44.104422
EEZ9	-3	50	30.19	S		44	6	36.99	E	-3.841720	44.110274
EEZ10	-3	50	5.40	S		44	6	57.97	E	-3.834833	44.116103
EEZ11	-3	49	40.55	S		44	7	18.89	E	-3.827931	44.121915
EEZ12	-3	49	15.65	S		44	7	39.75	E	-3.821015	44.127709
EEZ13	-3	48	50.69	S		44	8	0.53	E	-3.814080	44.133481
EEZ14	-3	48	25.69	S		44	8	21.27	E	-3.807135	44.139241
EEZ15	-3	48	0.60	S		44	8	41.90	E	-3.800168	44.144973
EEZ16	-3	47	35.50	S		44	9	2.51	E	-3.793194	44.150698
EEZ17	-3	47	10.30	S		44	9	23.00	E	-3.786194	44.156389
EEZ18	-3	46	45.08	S		44	9	43.47	E	-3.779189	44.162076
EEZ19	-3	46	19.77	S		44	10	3.83	E	-3.772159	44.167730
EEZ20	-3	45	54.44	S		44	10	24.15	E	-3.765122	44.173376
EEZ21	-3	45	29.03	S		44	10	44.38	E	-3.758063	44.178995
EEZ22	-3	45	3.58	S		44	11	4.56	E	-3.750994	44.184601
EEZ23	-3	44	38.07	S		44	11	24.66	E	-3.743907	44.190184
EEZ24	-3	44	12.50	S		44	11	44.70	E	-3.736806	44.195749
EEZ25	-3	43	46.89	S		44	12	4.67	E	-3.729692	44.201297
EEZ26	-3	43	21.21	S		44	12	24.55	E	-3.722559	44.206820
EEZ27	-3	42	55.50	S		44	12	44.40	E	-3.715417	44.212332
EEZ28	-3	42	29.71	S		44	13	4.13	E	-3.708253	44.217815
EEZ29	-3	42	3.90	S		44	13	23.85	E	-3.701084	44.223291
EEZ30	-3	41	38.31	S		44	13	43.84	E	-3.693975	44.228845
EEZ31	-3	41	12.89	S		44	14	4.06	E	-3.686915	44.234461
EEZ32	-3	40	47.38	S		44	14	24.16	E	-3.679829	44.240044
EEZ33	-3	40	21.86	S		44	14	44.24	E	-3.672738	44.245622
EEZ34	-3	39	56.25	S		44	15	4.21	E	-3.665624	44.251170
EEZ35	-3	39	30.61	S		44	15	24.14	E	-3.658502	44.256707
EEZ36	-3	39	4.90	S		44	15	43.99	E	-3.651360	44.262219
EEZ37	-3	38	39.14	S		44	16	3.77	E	-3.644206	44.267714
EEZ38	-3	38	13.33	S		44	16	23.49	E	-3.637037	44.273191
EEZ39	-3	37	47.47	S		44	16	43.12	E	-3.629852	44.278645
EEZ40	-3	37	21.56	S		44	17	2.71	E	-3.622656	44.284085
EEZ41	-3	36	55.58	S		44	17	22.19	E	-3.615440	44.289498
EEZ42	-3	36	29.58	S		44	17	41.65	E	-3.608217	44.294902
EEZ43	-3	36	3.49	S		44	18	0.99	E	-3.600969	44.300274
EEZ44	-3	35	37.39	S		44	18	20.30	E	-3.593718	44.305640
EEZ45	-3	35	11.19	S		44	18	39.50	E	-3.586442	44.310971
EEZ46	-3	34	44.98	S		44	18	58.66	E	-3.579160	44.316295

EEZ47	-3	34	18.68	S		44	19	17.72	E	-3.571857	44.321590
EEZ48	-3	33	52.36	S		44	19	36.74	E	-3.564545	44.326872
EEZ49	-3	33	25.98	S		44	19	55.67	E	-3.557216	44.332130
EEZ50	-3	32	59.54	S		44	20	14.53	E	-3.549873	44.337370
EEZ51	-3	32	33.07	S		44	20	33.33	E	-3.542518	44.342592
EEZ52	-3	32	6.53	S		44	20	52.04	E	-3.535146	44.347789
EEZ53	-3	31	39.95	S		44	21	10.71	E	-3.527765	44.352974
EEZ54	-3	31	13.31	S		44	21	29.26	E	-3.520363	44.358129
EEZ55	-3	30	46.64	S		44	21	47.80	E	-3.512956	44.363276
EEZ56	-3	30	19.89	S		44	22	6.20	E	-3.505525	44.368389
EEZ57	-3	29	53.13	S		44	22	24.59	E	-3.498091	44.373496
EEZ58	-3	29	26.28	S		44	22	42.85	E	-3.490633	44.378569
EEZ59	-3	28	59.41	S		44	23	1.08	E	-3.483169	44.383634
EEZ60	-3	28	32.47	S		44	23	19.21	E	-3.475686	44.388669
EEZ61	-3	28	5.50	S		44	23	37.29	E	-3.468193	44.393691
EEZ62	-3	27	38.47	S		44	23	55.28	E	-3.460685	44.398689
EEZ63	-3	27	11.39	S		44	24	13.20	E	-3.453164	44.403667
EEZ64	-3	26	44.27	S		44	24	31.06	E	-3.445631	44.408627
EEZ65	-3	26	17.10	S		44	24	48.82	E	-3.438082	44.413562
EEZ66	-3	25	49.89	S		44	25	6.55	E	-3.430525	44.418485
EEZ67	-3	25	22.61	S		44	25	24.16	E	-3.422947	44.423376
EEZ68	-3	24	55.32	S		44	25	41.74	E	-3.415365	44.428261
EEZ69	-3	24	27.94	S		44	25	59.19	E	-3.407760	44.433109
EEZ70	-3	24	0.54	S		44	26	16.63	E	-3.400151	44.437952
EEZ71	-3	23	33.08	S		44	26	33.94	E	-3.392521	44.442760
EEZ72	-3	23	5.59	S		44	26	51.21	E	-3.384885	44.447559
EEZ73	-3	22	38.03	S		44	27	8.39	E	-3.377231	44.452329
EEZ74	-3	22	10.44	S		44	27	25.50	E	-3.369567	44.457084
EEZ75	-3	21	42.80	S		44	27	42.54	E	-3.361890	44.461816
EEZ76	-3	21	15.12	S		44	27	59.50	E	-3.354199	44.466527
EEZ77	-3	20	47.39	S		44	28	16.39	E	-3.346498	44.471220
EEZ78	-3	20	19.63	S		44	28	33.22	E	-3.338786	44.475895
EEZ79	-3	19	52.46	S		44	28	51.00	E	-3.331239	44.480832
EEZ80	-3	19	25.25	S		44	29	8.72	E	-3.323682	44.485755
EEZ81	-3	18	58.03	S		44	29	26.41	E	-3.316120	44.490671
EEZ82	-3	18	30.74	S		44	29	44.00	E	-3.308539	44.495555
EEZ83	-3	18	3.42	S		44	30	1.54	E	-3.300949	44.500427
EEZ84	-3	17	36.04	S		44	30	18.99	E	-3.293343	44.505274
EEZ85	-3	17	8.62	S		44	30	36.38	E	-3.285728	44.510105
EEZ86	-3	16	41.50	S		44	30	54.17	E	-3.278193	44.515048
EEZ87	-3	16	16.20	S		44	31	14.53	E	-3.271166	44.520703
EEZ88	-3	15	50.88	S		44	31	34.87	E	-3.264134	44.526352
EEZ89	-3	15	25.48	S		44	31	55.10	E	-3.257077	44.531971
EEZ90	-3	15	0.05	S		44	32	15.29	E	-3.250013	44.537580
EEZ91	-3	14	34.54	S		44	32	35.39	E	-3.242929	44.543163
EEZ92	-3	14	9.00	S		44	32	55.43	E	-3.235833	44.548732
EEZ93	-3	13	43.40	S		44	33	15.41	E	-3.228721	44.554279
EEZ94	-3	13	17.74	S		44	33	35.30	E	-3.221593	44.559807
EEZ95	-3	12	52.03	S		44	33	55.15	E	-3.214454	44.565319
EEZ96	-3	12	26.26	S		44	34	14.90	E	-3.207295	44.570805
EEZ97	-3	12	0.46	S		44	34	34.61	E	-3.200128	44.576281
EEZ98	-3	11	34.60	S		44	34	54.24	E	-3.192943	44.581734
EEZ99	-3	11	9.26	S		44	35	14.55	E	-3.185904	44.587374
EEZ100	-3	10	43.88	S		44	35	34.80	E	-3.178855	44.593001
EEZ101	-3	10	18.48	S		44	35	55.03	E	-3.171799	44.598620
EEZ102	-3	9	52.99	S		44	36	15.15	E	-3.164719	44.604208
EEZ103	-3	9	27.48	S		44	36	35.25	E	-3.157634	44.609791
EEZ104	-3	9	1.88	S		44	36	55.22	E	-3.150523	44.615339
EEZ105	-3	8	36.27	S		44	37	15.18	E	-3.143408	44.620882
EEZ106	-3	8	11.12	S		44	37	35.70	E	-3.136422	44.626583
EEZ107	-3	7	46.50	S		44	37	56.87	E	-3.129583	44.632465
EEZ108	-3	7	21.82	S		44	38	17.98	E	-3.122728	44.638328
EEZ109	-3	6	57.10	S		44	38	39.03	E	-3.115860	44.644174
EEZ110	-3	6	32.31	S		44	39	0.01	E	-3.108976	44.650003
EEZ111	-3	6	7.47	S		44	39	20.92	E	-3.102074	44.655810

EEZ112	-3	5	42.58	S		44	39	41.77	E	-3.095161	44.661604
EEZ113	-3	5	17.61	S		44	40	2.54	E	-3.088226	44.667371
EEZ114	-3	4	52.62	S		44	40	23.27	E	-3.081284	44.673130
EEZ115	-3	4	27.54	S		44	40	43.89	E	-3.074316	44.678857
EEZ116	-3	4	2.44	S		44	41	4.49	E	-3.067344	44.684579
EEZ117	-3	3	37.24	S		44	41	24.97	E	-3.060345	44.690269
EEZ118	-3	3	12.02	S		44	41	45.42	E	-3.053340	44.695950
EEZ119	-3	2	46.73	S		44	42	5.78	E	-3.046313	44.701604
EEZ120	-3	2	21.39	S		44	42	26.09	E	-3.039276	44.707246
EEZ121	-3	1	55.99	S		44	42	46.31	E	-3.032220	44.712865
EEZ122	-3	1	30.54	S		44	43	6.48	E	-3.025151	44.718466
EEZ123	-3	1	5.04	S		44	43	26.58	E	-3.018068	44.724049
EEZ124	-3	0	39.48	S		44	43	46.59	E	-3.010966	44.729609
EEZ125	-3	0	13.88	S		44	44	6.57	E	-3.003855	44.735157
EEZ126	-2	59	48.22	S		44	44	26.46	E	-2.996727	44.740682
EEZ127	-2	59	23.35	S		44	44	47.32	E	-2.989819	44.746478
EEZ128	-2	58	58.68	S		44	45	8.43	E	-2.982966	44.752343
EEZ129	-2	58	34.00	S		44	45	29.53	E	-2.976110	44.758203
EEZ130	-2	58	9.23	S		44	45	50.53	E	-2.969231	44.764037
EEZ131	-2	57	44.94	S		44	46	12.07	E	-2.962482	44.770020
EEZ132	-2	57	20.69	S		44	46	33.67	E	-2.955747	44.776019
EEZ133	-2	56	56.43	S		44	46	55.25	E	-2.949007	44.782014
EEZ134	-2	56	32.07	S		44	47	16.72	E	-2.942242	44.787979
EEZ135	-2	56	7.69	S		44	47	38.16	E	-2.935468	44.793935
EEZ136	-2	55	43.22	S		44	47	59.52	E	-2.928673	44.799866
EEZ137	-2	55	18.72	S		44	48	20.82	E	-2.921866	44.805782
EEZ138	-2	54	54.15	S		44	48	42.05	E	-2.915041	44.811680
EEZ139	-2	54	29.52	S		44	49	3.20	E	-2.908199	44.817557
EEZ140	-2	54	4.84	S		44	49	24.31	E	-2.901346	44.823420
EEZ141	-2	53	40.09	S		44	49	45.33	E	-2.894470	44.829257
EEZ142	-2	53	15.31	S		44	50	6.31	E	-2.887587	44.835086
EEZ143	-2	52	50.44	S		44	50	27.18	E	-2.880679	44.840884
EEZ144	-2	52	25.56	S		44	50	48.04	E	-2.873766	44.846677
EEZ145	-2	52	0.57	S		44	51	8.77	E	-2.866825	44.852436
EEZ146	-2	51	35.57	S		44	51	29.48	E	-2.859880	44.858189
EEZ147	-2	51	10.48	S		44	51	50.09	E	-2.852910	44.863913
EEZ148	-2	50	45.35	S		44	52	10.66	E	-2.845931	44.869626
EEZ149	-2	50	20.16	S		44	52	31.14	E	-2.838934	44.875316
EEZ150	-2	49	54.92	S		44	52	51.56	E	-2.831922	44.880989
EEZ151	-2	49	29.63	S		44	53	11.91	E	-2.824896	44.886643
EEZ152	-2	49	4.27	S		44	53	32.19	E	-2.817852	44.892275
EEZ153	-2	48	38.87	S		44	53	52.42	E	-2.810798	44.897894
EEZ154	-2	48	13.40	S		44	54	12.55	E	-2.803722	44.903486
EEZ155	-2	47	47.90	S		44	54	32.65	E	-2.796640	44.909070
EEZ156	-2	47	22.82	S		44	54	53.24	E	-2.789672	44.914789
EEZ157	-2	46	58.62	S		44	55	14.89	E	-2.782951	44.920803
EEZ158	-2	46	34.38	S		44	55	36.49	E	-2.776217	44.926802
EEZ159	-2	46	10.08	S		44	55	58.02	E	-2.769465	44.932782
EEZ160	-2	45	45.72	S		44	56	19.49	E	-2.762701	44.938748
EEZ161	-2	45	21.30	S		44	56	40.88	E	-2.755916	44.944689
EEZ162	-2	44	56.84	S		44	57	2.23	E	-2.749121	44.950620
EEZ163	-2	44	32.29	S		44	57	23.48	E	-2.742302	44.956523
EEZ164	-2	44	7.72	S		44	57	44.71	E	-2.735478	44.962420
EEZ165	-2	43	43.05	S		44	58	5.82	E	-2.728625	44.968283
EEZ166	-2	43	18.36	S		44	58	26.91	E	-2.721768	44.974140
EEZ167	-2	42	53.59	S		44	58	47.89	E	-2.714886	44.979969
EEZ168	-2	42	28.78	S		44	59	8.83	E	-2.707995	44.985787
EEZ169	-2	42	3.90	S		44	59	29.69	E	-2.701084	44.991581
EEZ170	-2	41	38.97	S		44	59	50.50	E	-2.694160	44.997360
EEZ171	-2	41	13.99	S		45	0	11.23	E	-2.687220	45.003119
EEZ172	-2	40	48.96	S		45	0	31.91	E	-2.680268	45.008864
EEZ173	-2	40	24.12	S		45	0	52.81	E	-2.673366	45.014668
EEZ174	-2	39	59.28	S		45	1	13.72	E	-2.666468	45.020478
EEZ175	-2	39	34.40	S		45	1	34.58	E	-2.659557	45.026272
EEZ176	-2	39	9.46	S		45	1	55.36	E	-2.652628	45.032044

EEZ177	-2	38	44.48	S		45	2	16.09	E	-2.645688	45.037803
EEZ178	-2	38	19.52	S		45	2	36.85	E	-2.638754	45.043570
EEZ179	-2	37	54.69	S		45	2	57.78	E	-2.631859	45.049383
EEZ180	-2	37	29.81	S		45	3	18.64	E	-2.624948	45.055177
EEZ181	-2	37	4.89	S		45	3	39.44	E	-2.618024	45.060955
EEZ182	-2	36	39.90	S		45	4	0.17	E	-2.611084	45.066714
EEZ183	-2	36	14.86	S		45	4	20.83	E	-2.604127	45.072453
EEZ184	-2	35	49.77	S		45	4	41.44	E	-2.597159	45.078177
EEZ185	-2	35	24.61	S		45	5	1.95	E	-2.590169	45.083875
EEZ186	-2	34	59.42	S		45	5	22.43	E	-2.583173	45.089565
EEZ187	-2	34	34.14	S		45	5	42.80	E	-2.576150	45.095223
EEZ188	-2	34	8.85	S		45	6	3.15	E	-2.569124	45.100876
EEZ189	-2	33	43.45	S		45	6	23.38	E	-2.562071	45.106495
EEZ190	-2	33	18.04	S		45	6	43.59	E	-2.555012	45.112107
EEZ191	-2	32	52.55	S		45	7	3.69	E	-2.547931	45.117691
EEZ192	-2	32	27.02	S		45	7	23.75	E	-2.540840	45.123263
EEZ193	-2	32	1.43	S		45	7	43.72	E	-2.533731	45.128811
EEZ194	-2	31	35.79	S		45	8	3.63	E	-2.526609	45.134342
EEZ195	-2	31	10.10	S		45	8	23.48	E	-2.519472	45.139854
EEZ196	-2	30	44.35	S		45	8	43.24	E	-2.512318	45.145344
EEZ197	-2	30	18.56	S		45	9	2.96	E	-2.505155	45.150821
EEZ198	-2	29	52.69	S		45	9	22.57	E	-2.497969	45.156270
EEZ199	-2	29	26.80	S		45	9	42.16	E	-2.490778	45.161711
EEZ200	-2	29	0.82	S		45	10	1.63	E	-2.483562	45.167118
EEZ201	-2	28	34.83	S		45	10	21.07	E	-2.476342	45.172520
EEZ202	-2	28	8.75	S		45	10	40.40	E	-2.469097	45.177889
EEZ203	-2	27	42.64	S		45	10	59.70	E	-2.461846	45.183250
EEZ204	-2	27	16.47	S		45	11	18.90	E	-2.454574	45.188582
EEZ205	-2	26	50.25	S		45	11	38.04	E	-2.447292	45.193901
EEZ206	-2	26	23.98	S		45	11	57.11	E	-2.439994	45.199197
EEZ207	-2	25	57.66	S		45	12	16.11	E	-2.432682	45.204474
EEZ208	-2	25	31.29	S		45	12	35.04	E	-2.425358	45.209733
EEZ209	-2	25	4.86	S		45	12	53.89	E	-2.418016	45.214968
EEZ210	-2	24	38.40	S		45	13	12.69	E	-2.410665	45.220191
EEZ211	-2	24	11.86	S		45	13	31.38	E	-2.403294	45.225384
EEZ212	-2	23	45.30	S		45	13	50.05	E	-2.395917	45.230570
EEZ213	-2	23	18.66	S		45	14	8.59	E	-2.388516	45.235720
EEZ214	-2	22	52.00	S		45	14	27.11	E	-2.381111	45.240865
EEZ215	-2	22	25.26	S		45	14	45.52	E	-2.373683	45.245977
EEZ216	-2	21	58.49	S		45	15	3.89	E	-2.366248	45.251079
EEZ217	-2	21	31.66	S		45	15	22.16	E	-2.358795	45.256154
EEZ218	-2	21	5.22	S		45	15	40.91	E	-2.351451	45.261364
EEZ219	-2	20	41.91	S		45	16	3.50	E	-2.344974	45.267638
EEZ220	-2	20	18.56	S		45	16	26.06	E	-2.338489	45.273906
EEZ221	-2	19	55.20	S		45	16	48.61	E	-2.332001	45.280169
EEZ222	-2	19	31.74	S		45	17	11.04	E	-2.325483	45.286400
EEZ223	-2	19	8.25	S		45	17	33.45	E	-2.318958	45.292626
EEZ224	-2	18	44.67	S		45	17	55.77	E	-2.312409	45.298825
EEZ225	-2	18	21.06	S		45	18	18.05	E	-2.305849	45.305013
EEZ226	-2	17	57.37	S		45	18	40.24	E	-2.299269	45.311179
EEZ227	-2	17	33.62	S		45	19	2.38	E	-2.292674	45.317329
EEZ228	-2	17	9.82	S		45	19	24.46	E	-2.286062	45.323462
EEZ229	-2	16	45.96	S		45	19	46.47	E	-2.279432	45.329574
EEZ230	-2	16	22.05	S		45	20	8.43	E	-2.272791	45.335674
EEZ231	-2	15	58.05	S		45	20	30.29	E	-2.266125	45.341748
EEZ232	-2	15	34.03	S		45	20	52.13	E	-2.259453	45.347814
EEZ233	-2	15	9.93	S		45	21	13.88	E	-2.252759	45.353856
EEZ234	-2	14	46.12	S		45	21	35.94	E	-2.246144	45.359984
EEZ235	-2	14	22.32	S		45	21	58.02	E	-2.239533	45.366117
EEZ236	-2	13	58.46	S		45	22	20.04	E	-2.232907	45.372234
EEZ237	-2	13	34.56	S		45	22	42.00	E	-2.226266	45.378334
EEZ238	-2	13	10.58	S		45	23	3.88	E	-2.219605	45.384412
EEZ239	-2	12	46.56	S		45	23	25.72	E	-2.212933	45.390479
EEZ240	-2	12	22.45	S		45	23	47.47	E	-2.206237	45.396518
EEZ241	-2	11	58.33	S		45	24	9.19	E	-2.199535	45.402551

EEZ242	-2	11	34.10	S		45	24	30.79	E	-2.192805	45.408553
EEZ243	-2	11	9.85	S		45	24	52.38	E	-2.186070	45.414549
EEZ244	-2	10	45.51	S		45	25	13.85	E	-2.179308	45.420515
EEZ245	-2	10	21.15	S		45	25	35.31	E	-2.172541	45.426475
EEZ246	-2	9	57.19	S		45	25	57.21	E	-2.165886	45.432557
EEZ247	-2	9	33.48	S		45	26	19.38	E	-2.159299	45.438716
EEZ248	-2	9	9.68	S		45	26	41.46	E	-2.152689	45.444849
EEZ249	-2	8	45.85	S		45	27	3.50	E	-2.146070	45.450973
EEZ250	-2	8	21.94	S		45	27	25.46	E	-2.139429	45.457073
EEZ251	-2	7	57.99	S		45	27	47.38	E	-2.132776	45.463160
EEZ252	-2	7	34.03	S		45	28	9.27	E	-2.126119	45.469242
EEZ253	-2	7	10.45	S		45	28	31.58	E	-2.119569	45.475440
EEZ254	-2	6	46.83	S		45	28	53.86	E	-2.113009	45.481627
EEZ255	-2	6	23.15	S		45	29	16.05	E	-2.106429	45.487793
EEZ256	-2	5	59.40	S		45	29	38.19	E	-2.099834	45.493942
EEZ257	-2	5	35.61	S		45	30	0.27	E	-2.093224	45.500075
EEZ258	-2	5	11.82	S		45	30	22.36	E	-2.086616	45.506211
EEZ259	-2	4	48.25	S		45	30	44.68	E	-2.080069	45.512411
EEZ260	-2	4	24.66	S		45	31	6.98	E	-2.073517	45.518606
EEZ261	-2	4	0.98	S		45	31	29.18	E	-2.066938	45.524773
EEZ262	-2	3	37.26	S		45	31	51.35	E	-2.060351	45.530931
EEZ263	-2	3	13.47	S		45	32	13.43	E	-2.053741	45.537064
EEZ264	-2	2	49.63	S		45	32	35.46	E	-2.047118	45.543184
EEZ265	-2	2	25.72	S		45	32	57.42	E	-2.040478	45.549284
EEZ266	-2	2	1.75	S		45	33	19.31	E	-2.033820	45.555365
EEZ267	-2	1	37.74	S		45	33	41.16	E	-2.027150	45.561432
EEZ268	-2	1	13.65	S		45	34	2.91	E	-2.020458	45.567475
EEZ269	-2	0	49.52	S		45	34	24.63	E	-2.013756	45.573509
EEZ270	-2	0	25.31	S		45	34	46.25	E	-2.007030	45.579513
EEZ271	-2	0	1.08	S		45	35	7.85	E	-2.000299	45.585513
EEZ272	-1	59	36.74	S		45	35	29.32	E	-1.993538	45.591479
EEZ273	-1	59	12.38	S		45	35	50.78	E	-1.986772	45.597440
EEZ274	-1	58	47.93	S		45	36	12.14	E	-1.979982	45.603372
EEZ275	-1	58	23.46	S		45	36	33.46	E	-1.973184	45.609296
EEZ276	-1	57	59.04	S		45	36	54.85	E	-1.966401	45.615236
EEZ277	-1	57	35.24	S		45	37	16.91	E	-1.959788	45.621365
EEZ278	-1	57	11.35	S		45	37	38.90	E	-1.953153	45.627471
EEZ279	-1	56	47.45	S		45	38	0.86	E	-1.946513	45.633571
EEZ280	-1	56	23.44	S		45	38	22.70	E	-1.939844	45.639640
EEZ281	-1	55	59.42	S		45	38	44.53	E	-1.933171	45.645704
EEZ282	-1	55	35.29	S		45	39	6.25	E	-1.926470	45.651737
EEZ283	-1	55	11.14	S		45	39	27.95	E	-1.919762	45.657763
EEZ284	-1	54	46.91	S		45	39	49.54	E	-1.913032	45.663762
EEZ285	-1	54	22.64	S		45	40	11.10	E	-1.906289	45.669749
EEZ286	-1	53	58.30	S		45	40	32.57	E	-1.899529	45.675715
EEZ287	-1	53	34.01	S		45	40	54.10	E	-1.892780	45.681695
EEZ288	-1	53	9.98	S		45	41	15.92	E	-1.886105	45.687756
EEZ289	-1	52	45.86	S		45	41	37.65	E	-1.879407	45.693792
EEZ290	-1	52	21.74	S		45	41	59.36	E	-1.872705	45.699823
EEZ291	-1	51	57.81	S		45	42	21.29	E	-1.866057	45.705915
EEZ292	-1	51	34.01	S		45	42	43.38	E	-1.859448	45.712049
EEZ293	-1	51	10.15	S		45	43	5.38	E	-1.852820	45.718162
EEZ294	-1	50	46.25	S		45	43	27.34	E	-1.846181	45.724262
EEZ295	-1	50	22.26	S		45	43	49.21	E	-1.839518	45.730336
EEZ296	-1	49	58.25	S		45	44	11.05	E	-1.832847	45.736403
EEZ297	-1	49	34.14	S		45	44	32.78	E	-1.826150	45.742440
EEZ298	-1	49	10.03	S		45	44	54.52	E	-1.819453	45.748477
EEZ299	-1	48	46.23	S		45	45	16.59	E	-1.812841	45.754608
EEZ300	-1	48	22.38	S		45	45	38.60	E	-1.806216	45.760723
EEZ301	-1	47	58.47	S		45	46	0.56	E	-1.799576	45.766823
EEZ302	-1	47	34.50	S		45	46	22.45	E	-1.792917	45.772902
EEZ303	-1	47	10.49	S		45	46	44.29	E	-1.786247	45.778969
EEZ304	-1	46	46.39	S		45	47	6.03	E	-1.779553	45.785009
EEZ305	-1	46	22.27	S		45	47	27.75	E	-1.772853	45.791043
EEZ306	-1	46	1.20	S		45	47	52.34	E	-1.766999	45.797871

EEZ307	-1	45	40.98	S		45	48	17.73	E	-1.761382	45.804926
EEZ308	-1	45	20.70	S		45	48	43.08	E	-1.755749	45.811966
EEZ309	-1	45	0.35	S		45	49	8.37	E	-1.750097	45.818992
EEZ310	-1	44	39.92	S		45	49	33.60	E	-1.744423	45.826000
EEZ311	-1	44	19.45	S		45	49	58.79	E	-1.738737	45.832998
EEZ312	-1	43	58.88	S		45	50	23.90	E	-1.733023	45.839973
EEZ313	-1	43	38.28	S		45	50	48.99	E	-1.727301	45.846942
EEZ314	-1	43	17.57	S		45	51	13.98	E	-1.721547	45.853884
EEZ315	-1	42	56.84	S		45	51	38.96	E	-1.715788	45.860822
EEZ316	-1	42	35.99	S		45	52	3.84	E	-1.709996	45.867733
EEZ317	-1	42	15.11	S		45	52	28.70	E	-1.704197	45.874638
EEZ318	-1	41	54.14	S		45	52	53.47	E	-1.698372	45.881520
EEZ319	-1	41	33.92	S		45	53	18.84	E	-1.692756	45.888568
EEZ320	-1	41	14.75	S		45	53	45.04	E	-1.687432	45.895844
EEZ321	-1	40	55.57	S		45	54	11.23	E	-1.682103	45.903118
EEZ322	-1	40	36.26	S		45	54	37.32	E	-1.676738	45.910366
EEZ323	-1	40	16.93	S		45	55	3.39	E	-1.671368	45.917609
EEZ324	-1	39	57.48	S		45	55	29.38	E	-1.665967	45.924829
EEZ325	-1	39	38.00	S		45	55	55.35	E	-1.660555	45.932041
EEZ326	-1	39	18.42	S		45	56	21.24	E	-1.655117	45.939234
EEZ327	-1	38	58.79	S		45	56	47.09	E	-1.649664	45.946415
EEZ328	-1	38	39.09	S		45	57	12.89	E	-1.644191	45.953581
EEZ329	-1	38	19.31	S		45	57	38.63	E	-1.638696	45.960730
EEZ330	-1	37	59.47	S		45	58	4.32	E	-1.633187	45.967868
EEZ331	-1	37	39.55	S		45	58	29.95	E	-1.627652	45.974985
EEZ332	-1	37	19.58	S		45	58	55.54	E	-1.622107	45.982096
EEZ333	-1	36	59.51	S		45	59	21.05	E	-1.616530	45.989181
EEZ334	-1	36	39.41	S		45	59	46.54	E	-1.610949	45.996262
EEZ335	-1	36	19.20	S		46	0	11.94	E	-1.605333	46.003316
EEZ336	-1	35	58.96	S		46	0	37.32	E	-1.599710	46.010365
EEZ337	-1	35	38.61	S		46	1	2.61	E	-1.594059	46.017391
EEZ338	-1	35	18.23	S		46	1	27.87	E	-1.588396	46.024408
EEZ339	-1	34	57.76	S		46	1	53.06	E	-1.582710	46.031405
EEZ340	-1	34	37.23	S		46	2	18.20	E	-1.577007	46.038389
EEZ341	-1	34	16.63	S		46	2	43.29	E	-1.571286	46.045358
EEZ342	-1	33	55.97	S		46	3	8.32	E	-1.565547	46.052312
EEZ343	-1	33	35.62	S		46	3	33.61	E	-1.559894	46.059335
EEZ344	-1	33	15.62	S		46	3	59.17	E	-1.554339	46.066437
EEZ345	-1	32	55.53	S		46	4	24.67	E	-1.548759	46.073519
EEZ346	-1	32	35.40	S		46	4	50.13	E	-1.543167	46.080592
EEZ347	-1	32	15.19	S		46	5	15.53	E	-1.537551	46.087647
EEZ348	-1	31	54.91	S		46	5	40.87	E	-1.531919	46.094687
EEZ349	-1	31	34.57	S		46	6	6.17	E	-1.526268	46.101713
EEZ350	-1	31	14.14	S		46	6	31.40	E	-1.520596	46.108721
EEZ351	-1	30	53.68	S		46	6	56.59	E	-1.514910	46.115719
EEZ352	-1	30	33.11	S		46	7	21.70	E	-1.509197	46.122694
EEZ353	-1	30	12.51	S		46	7	46.79	E	-1.503476	46.129663
EEZ354	-1	29	51.80	S		46	8	11.78	E	-1.497723	46.136605
EEZ355	-1	29	31.07	S		46	8	36.76	E	-1.491965	46.143543
EEZ356	-1	29	10.23	S		46	9	1.64	E	-1.486174	46.150455
EEZ357	-1	28	49.35	S		46	9	26.49	E	-1.480376	46.157359
EEZ358	-1	28	28.39	S		46	9	51.27	E	-1.474552	46.164241
EEZ359	-1	28	7.60	S		46	10	16.20	E	-1.468778	46.171166
EEZ360	-1	27	47.18	S		46	10	41.43	E	-1.463106	46.178175
EEZ361	-1	27	26.71	S		46	11	6.62	E	-1.457421	46.185172
EEZ362	-1	27	6.17	S		46	11	31.75	E	-1.451714	46.192152
EEZ363	-1	26	45.58	S		46	11	56.84	E	-1.445993	46.199121
EEZ364	-1	26	24.89	S		46	12	21.85	E	-1.440246	46.206068
EEZ365	-1	26	4.17	S		46	12	46.83	E	-1.434491	46.213009
EEZ366	-1	25	43.34	S		46	13	11.72	E	-1.428704	46.219923
EEZ367	-1	25	22.48	S		46	13	36.60	E	-1.422912	46.226832
EEZ368	-1	25	1.52	S		46	14	1.37	E	-1.417088	46.233715
EEZ369	-1	24	40.52	S		46	14	26.13	E	-1.411256	46.240591
EEZ370	-1	24	19.43	S		46	14	50.80	E	-1.405397	46.247444
EEZ371	-1	23	58.29	S		46	15	15.43	E	-1.399526	46.254286

EEZ372	-1	23	37.08	S		46	15	39.99	E	-1.393633	46.261109
EEZ373	-1	23	15.80	S		46	16	4.50	E	-1.387723	46.267918
EEZ374	-1	22	54.47	S		46	16	28.96	E	-1.381796	46.274712
EEZ375	-1	22	33.05	S		46	16	53.35	E	-1.375847	46.281486
EEZ376	-1	22	11.59	S		46	17	17.70	E	-1.369886	46.288250
EEZ377	-1	21	50.03	S		46	17	41.96	E	-1.363898	46.294990
EEZ378	-1	21	28.45	S		46	18	6.21	E	-1.357903	46.301724
EEZ379	-1	21	6.75	S		46	18	30.35	E	-1.351876	46.308430
EEZ380	-1	20	45.04	S		46	18	54.47	E	-1.345844	46.315130
EEZ381	-1	20	23.22	S		46	19	18.50	E	-1.339782	46.321804
EEZ382	-1	20	1.36	S		46	19	42.49	E	-1.333712	46.328470
EEZ383	-1	19	39.42	S		46	20	6.41	E	-1.327617	46.335114
EEZ384	-1	19	17.43	S		46	20	30.28	E	-1.321508	46.341745
EEZ385	-1	18	55.37	S		46	20	54.09	E	-1.315380	46.348358
EEZ386	-1	18	33.24	S		46	21	17.83	E	-1.309234	46.354953
EEZ387	-1	18	11.06	S		46	21	41.53	E	-1.303073	46.361535
EEZ388	-1	17	48.80	S		46	22	5.14	E	-1.296888	46.368095
EEZ389	-1	17	26.50	S		46	22	28.73	E	-1.290695	46.374647
EEZ390	-1	17	4.10	S		46	22	52.22	E	-1.284473	46.381171
EEZ391	-1	16	41.68	S		46	23	15.69	E	-1.278246	46.387691
EEZ392	-1	16	19.15	S		46	23	39.05	E	-1.271987	46.394180
EEZ393	-1	15	56.60	S		46	24	2.39	E	-1.265723	46.400664
EEZ394	-1	15	33.95	S		46	24	25.64	E	-1.259431	46.407121
EEZ395	-1	15	11.27	S		46	24	48.85	E	-1.253130	46.413569
EEZ396	-1	14	48.50	S		46	25	11.98	E	-1.246806	46.419995
EEZ397	-1	14	25.69	S		46	25	35.06	E	-1.240468	46.426406
EEZ398	-1	14	2.81	S		46	25	58.08	E	-1.234113	46.432800
EEZ399	-1	13	39.86	S		46	26	21.03	E	-1.227738	46.439175
EEZ400	-1	13	16.86	S		46	26	43.94	E	-1.221350	46.445538
EEZ401	-1	12	53.78	S		46	27	6.75	E	-1.214939	46.451876
EEZ402	-1	12	30.67	S		46	27	29.54	E	-1.208520	46.458206
EEZ403	-1	12	7.46	S		46	27	52.23	E	-1.202072	46.464507
EEZ404	-1	11	44.23	S		46	28	14.89	E	-1.195620	46.470804
EEZ405	-1	11	20.93	S		46	28	37.48	E	-1.189146	46.477078
EEZ406	-1	10	57.91	S		46	29	0.36	E	-1.182753	46.483435
EEZ407	-1	10	34.82	S		46	29	23.17	E	-1.176338	46.489769
EEZ408	-1	10	11.71	S		46	29	45.96	E	-1.169919	46.496099
EEZ409	-1	9	48.49	S		46	30	8.63	E	-1.163469	46.502398
EEZ410	-1	9	25.93	S		46	30	31.90	E	-1.157203	46.508861
EEZ411	-1	9	5.99	S		46	30	57.51	E	-1.151664	46.515974
EEZ412	-1	8	46.63	S		46	31	23.54	E	-1.146286	46.523206
EEZ413	-1	8	28.09	S		46	31	50.18	E	-1.141136	46.530606
EEZ414	-1	8	9.44	S		46	32	16.75	E	-1.135956	46.537985
EEZ415	-1	7	50.77	S		46	32	43.29	E	-1.130768	46.545359
EEZ416	-1	7	31.99	S		46	33	9.76	E	-1.125552	46.552712
EEZ417	-1	7	13.16	S		46	33	36.20	E	-1.120321	46.560055
EEZ418	-1	6	54.24	S		46	34	2.58	E	-1.115068	46.567382
EEZ419	-1	6	35.26	S		46	34	28.90	E	-1.109795	46.574695
EEZ420	-1	6	16.22	S		46	34	55.18	E	-1.104505	46.581995
EEZ421	-1	5	57.11	S		46	35	21.42	E	-1.099196	46.589282
EEZ422	-1	5	38.60	S		46	35	48.07	E	-1.094056	46.596687
EEZ423	-1	5	22.58	S		46	36	16.17	E	-1.089605	46.604493
EEZ424	-1	5	9.01	S		46	36	45.66	E	-1.085837	46.612684
EEZ425	-1	4	55.43	S		46	37	15.14	E	-1.082064	46.620872
EEZ426	-1	4	41.71	S		46	37	44.55	E	-1.078254	46.629043
EEZ427	-1	4	27.96	S		46	38	13.95	E	-1.074434	46.637209
EEZ428	-1	4	14.09	S		46	38	43.30	E	-1.070582	46.645361
EEZ429	-1	4	0.17	S		46	39	12.62	E	-1.066714	46.653505
EEZ430	-1	3	46.16	S		46	39	41.89	E	-1.062822	46.661637
EEZ431	-1	3	32.07	S		46	40	11.13	E	-1.058907	46.669758
EEZ432	-1	3	17.91	S		46	40	40.34	E	-1.054974	46.677871
EEZ433	-1	3	3.65	S		46	41	9.49	E	-1.051013	46.685970
EEZ434	-1	2	49.34	S		46	41	38.62	E	-1.047039	46.694062
EEZ435	-1	2	34.91	S		46	42	7.70	E	-1.043031	46.702138
EEZ436	-1	2	20.46	S		46	42	36.76	E	-1.039016	46.710210

EEZ437	-1	2	5.86	S		46	43	5.75	E	-1.034961	46.718263
EEZ438	-1	1	51.24	S		46	43	34.72	E	-1.030901	46.726312
EEZ439	-1	1	36.50	S		46	44	3.64	E	-1.026805	46.734344
EEZ440	-1	1	21.71	S		46	44	32.53	E	-1.022698	46.742369
EEZ441	-1	1	6.82	S		46	45	1.37	E	-1.018562	46.750380
EEZ442	-1	0	51.87	S		46	45	30.18	E	-1.014409	46.758382
EEZ443	-1	0	36.84	S		46	45	58.94	E	-1.010233	46.766372
EEZ444	-1	0	21.72	S		46	46	27.66	E	-1.006033	46.774350
EEZ445	-1	0	6.54	S		46	46	56.35	E	-1.001818	46.782319
EEZ446	0	59	51.26	S		46	47	24.98	E	-0.997572	46.790272
EEZ447	0	59	35.94	S		46	47	53.59	E	-0.993316	46.798220
EEZ448	0	59	20.49	S		46	48	22.13	E	-0.989024	46.806148
EEZ449	0	59	5.01	S		46	48	50.66	E	-0.984726	46.814073
EEZ450	0	58	49.41	S		46	49	19.12	E	-0.980391	46.821978
EEZ451	0	58	33.77	S		46	49	47.56	E	-0.976048	46.829878
EEZ452	0	58	18.02	S		46	50	15.94	E	-0.971673	46.837761
EEZ453	0	58	2.22	S		46	50	44.29	E	-0.967284	46.845636
EEZ454	0	57	46.33	S		46	51	12.59	E	-0.962870	46.853497
EEZ455	0	57	30.37	S		46	51	40.85	E	-0.958435	46.861346
EEZ456	0	57	14.33	S		46	52	9.07	E	-0.953982	46.869185
EEZ457	0	56	58.21	S		46	52	37.23	E	-0.949502	46.877008
EEZ458	0	56	42.03	S		46	53	5.37	E	-0.945009	46.884824
EEZ459	0	56	25.74	S		46	53	33.44	E	-0.940484	46.892622
EEZ460	0	56	9.43	S		46	54	1.50	E	-0.935952	46.900415
EEZ461	0	55	52.98	S		46	54	29.47	E	-0.931383	46.908187
EEZ462	0	55	36.68	S		46	54	57.54	E	-0.926856	46.915982
EEZ463	0	55	21.20	S		46	55	26.06	E	-0.922555	46.923906
EEZ464	0	55	5.61	S		46	55	54.53	E	-0.918226	46.931814
EEZ465	0	54	50.01	S		46	56	22.99	E	-0.913891	46.939719
EEZ466	0	54	34.26	S		46	56	51.37	E	-0.909518	46.947602
EEZ467	0	54	18.50	S		46	57	19.73	E	-0.905138	46.955482
EEZ468	0	54	2.61	S		46	57	48.03	E	-0.900724	46.963343
EEZ469	0	53	46.68	S		46	58	16.31	E	-0.896299	46.971197
EEZ470	0	53	30.65	S		46	58	44.53	E	-0.891846	46.979036
EEZ471	0	53	14.57	S		46	59	12.72	E	-0.887381	46.986868
EEZ472	0	52	58.77	S		46	59	41.07	E	-0.882993	46.994743
EEZ473	0	52	43.03	S		47	0	9.45	E	-0.878619	47.002626
EEZ474	0	52	27.18	S		47	0	37.78	E	-0.874218	47.010494
EEZ475	0	52	11.29	S		47	1	6.08	E	-0.869804	47.018355
EEZ476	0	51	55.29	S		47	1	34.31	E	-0.865358	47.026197
EEZ477	0	51	39.26	S		47	2	2.53	E	-0.860905	47.034036
EEZ478	0	51	23.09	S		47	2	30.67	E	-0.856413	47.041852
EEZ479	0	51	6.90	S		47	2	58.80	E	-0.851915	47.049666
EEZ480	0	50	50.58	S		47	3	26.85	E	-0.847384	47.057459
EEZ481	0	50	34.23	S		47	3	54.89	E	-0.842841	47.065246
EEZ482	0	50	17.78	S		47	4	22.86	E	-0.838271	47.073017
EEZ483	0	50	1.26	S		47	4	50.80	E	-0.833683	47.080778
EEZ484	0	49	44.67	S		47	5	18.69	E	-0.829074	47.088525
EEZ485	0	49	27.99	S		47	5	46.53	E	-0.824442	47.096259
EEZ486	0	49	11.26	S		47	6	14.34	E	-0.819794	47.103984
EEZ487	0	48	54.42	S		47	6	42.09	E	-0.815117	47.111691
EEZ488	0	48	37.55	S		47	7	9.81	E	-0.810430	47.119392
EEZ489	0	48	20.55	S		47	7	37.46	E	-0.805709	47.127072
EEZ490	0	48	3.54	S		47	8	5.10	E	-0.800983	47.134749
EEZ491	0	47	46.69	S		47	8	32.83	E	-0.796304	47.142453
EEZ492	0	47	30.51	S		47	9	0.96	E	-0.791809	47.150268
EEZ493	0	47	14.24	S		47	9	29.04	E	-0.787289	47.158068
EEZ494	0	46	57.93	S		47	9	57.10	E	-0.782758	47.165861
EEZ495	0	46	41.50	S		47	10	25.09	E	-0.778194	47.173636
EEZ496	0	46	25.04	S		47	10	53.06	E	-0.773624	47.181407
EEZ497	0	46	8.45	S		47	11	20.96	E	-0.769015	47.189154
EEZ498	0	45	51.84	S		47	11	48.84	E	-0.764400	47.196899
EEZ499	0	45	35.11	S		47	12	16.64	E	-0.759752	47.204623
EEZ500	0	45	18.33	S		47	12	44.43	E	-0.755092	47.212341
EEZ501	0	45	1.46	S		47	13	12.15	E	-0.750406	47.220042

EEZ502	0	44	44.53	S		47	13	39.84	E	-0.745702	47.227732
EEZ503	0	44	27.52	S		47	14	7.48	E	-0.740977	47.235410
EEZ504	0	44	10.42	S		47	14	35.06	E	-0.736229	47.243073
EEZ505	0	43	53.28	S		47	15	2.62	E	-0.731466	47.250727
EEZ506	0	43	36.02	S		47	15	30.10	E	-0.726673	47.258362
EEZ507	0	43	18.74	S		47	15	57.57	E	-0.721871	47.265992
EEZ508	0	43	1.90	S		47	16	25.30	E	-0.717194	47.273696
EEZ509	0	42	45.87	S		47	16	53.52	E	-0.712742	47.281534
EEZ510	0	42	29.80	S		47	17	21.72	E	-0.708277	47.289366
EEZ511	0	42	13.63	S		47	17	49.86	E	-0.703786	47.297182
EEZ512	0	41	57.39	S		47	18	17.96	E	-0.699276	47.304988
EEZ513	0	41	41.08	S		47	18	46.01	E	-0.694745	47.312782
EEZ514	0	41	24.68	S		47	19	14.02	E	-0.690190	47.320561
EEZ515	0	41	8.23	S		47	19	42.00	E	-0.685620	47.328332
EEZ516	0	40	51.85	S		47	20	10.01	E	-0.681068	47.336114
EEZ517	0	40	35.46	S		47	20	38.02	E	-0.676517	47.343895
EEZ518	0	40	19.01	S		47	21	6.00	E	-0.671947	47.351666
EEZ519	0	40	2.48	S		47	21	33.92	E	-0.667354	47.359423
EEZ520	0	39	45.88	S		47	22	1.82	E	-0.662746	47.367171
EEZ521	0	39	29.19	S		47	22	29.65	E	-0.658108	47.374902
EEZ522	0	39	12.46	S		47	22	57.45	E	-0.653461	47.382626
EEZ523	0	38	55.60	S		47	23	25.19	E	-0.648779	47.390330
EEZ524	0	38	38.73	S		47	23	52.91	E	-0.644092	47.398030
EEZ525	0	38	21.87	S		47	24	20.64	E	-0.639409	47.405733
EEZ526	0	38	5.38	S		47	24	48.59	E	-0.634827	47.413497
EEZ527	0	37	48.82	S		47	25	16.50	E	-0.630228	47.421250
EEZ528	0	37	33.20	S		47	25	44.95	E	-0.625889	47.429152
EEZ529	0	37	17.49	S		47	26	13.35	E	-0.621525	47.437040
EEZ530	0	37	1.75	S		47	26	41.72	E	-0.617152	47.444923
EEZ531	0	36	45.88	S		47	27	10.03	E	-0.612745	47.452787
EEZ532	0	36	29.99	S		47	27	38.33	E	-0.608331	47.460648
EEZ533	0	36	13.97	S		47	28	6.55	E	-0.603879	47.468487
EEZ534	0	35	57.91	S		47	28	34.76	E	-0.599421	47.476322
EEZ535	0	35	41.75	S		47	29	2.90	E	-0.594929	47.484138
EEZ536	0	35	25.63	S		47	29	31.07	E	-0.590452	47.491963
EEZ537	0	35	9.74	S		47	29	59.36	E	-0.586038	47.499823
EEZ538	0	34	53.77	S		47	30	27.62	E	-0.581604	47.507671
EEZ539	0	34	37.75	S		47	30	55.84	E	-0.577152	47.515510
EEZ540	0	34	21.62	S		47	31	24.00	E	-0.572673	47.523334
EEZ541	0	34	5.45	S		47	31	52.14	E	-0.568182	47.531150
EEZ542	0	33	49.17	S		47	32	20.21	E	-0.563658	47.538948
EEZ543	0	33	32.86	S		47	32	48.27	E	-0.559128	47.546741
EEZ544	0	33	16.41	S		47	33	16.25	E	-0.554559	47.554513
EEZ545	0	32	59.94	S		47	33	44.21	E	-0.549984	47.562280
EEZ546	0	32	43.35	S		47	34	12.10	E	-0.545376	47.570028
EEZ547	0	32	26.72	S		47	34	39.97	E	-0.540757	47.577769
EEZ548	0	32	10.00	S		47	35	7.78	E	-0.536110	47.585494
EEZ549	0	31	53.21	S		47	35	35.55	E	-0.531446	47.593209
EEZ550	0	31	36.34	S		47	36	3.28	E	-0.526760	47.600910
EEZ551	0	31	19.39	S		47	36	30.95	E	-0.522052	47.608597
EEZ552	0	31	2.38	S		47	36	58.59	E	-0.517328	47.616275
EEZ553	0	30	45.27	S		47	37	26.17	E	-0.512575	47.623935
EEZ554	0	30	28.13	S		47	37	53.72	E	-0.507813	47.631589
EEZ555	0	30	10.91	S		47	38	21.23	E	-0.503030	47.639231
EEZ556	0	29	53.97	S		47	38	48.91	E	-0.498325	47.646920
EEZ557	0	29	36.97	S		47	39	16.55	E	-0.493601	47.654598
EEZ558	0	29	19.90	S		47	39	44.15	E	-0.488860	47.662265
EEZ559	0	29	2.75	S		47	40	11.71	E	-0.484098	47.669919
EEZ560	0	28	45.52	S		47	40	39.21	E	-0.479312	47.677559
EEZ561	0	28	28.24	S		47	41	6.68	E	-0.474512	47.685189
EEZ562	0	28	10.86	S		47	41	34.08	E	-0.469682	47.692800
EEZ563	0	27	53.44	S		47	42	1.46	E	-0.464843	47.700406
EEZ564	0	27	35.89	S		47	42	28.76	E	-0.459970	47.707990
EEZ565	0	27	18.33	S		47	42	56.05	E	-0.455091	47.715570
EEZ566	0	27	0.64	S		47	43	23.26	E	-0.450176	47.723127

EEZ567	0	26	42.91	S		47	43	50.45	E	-0.445254	47.730679
EEZ568	0	26	25.08	S		47	44	17.56	E	-0.440301	47.738212
EEZ569	0	26	7.21	S		47	44	44.65	E	-0.435335	47.745735
EEZ570	0	25	49.24	S		47	45	11.67	E	-0.430345	47.753242
EEZ571	0	25	31.21	S		47	45	38.65	E	-0.425335	47.760737
EEZ572	0	25	13.11	S		47	46	5.59	E	-0.420308	47.768219
EEZ573	0	24	54.92	S		47	46	32.47	E	-0.415255	47.775685
EEZ574	0	24	36.68	S		47	46	59.31	E	-0.410190	47.783142
EEZ575	0	24	18.34	S		47	47	26.08	E	-0.405095	47.790578
EEZ576	0	23	59.97	S		47	47	52.84	E	-0.399992	47.798010
EEZ577	0	23	41.47	S		47	48	19.50	E	-0.394854	47.805417
EEZ578	0	23	22.96	S		47	48	46.15	E	-0.389710	47.812820
EEZ579	0	23	4.32	S		47	49	12.72	E	-0.384534	47.820200
EEZ580	0	22	45.65	S		47	49	39.26	E	-0.379347	47.827573
EEZ581	0	22	26.88	S		47	50	5.74	E	-0.374134	47.834927
EEZ582	0	22	8.06	S		47	50	32.17	E	-0.368905	47.842270
EEZ583	0	21	49.16	S		47	50	58.55	E	-0.363655	47.849598
EEZ584	0	21	30.18	S		47	51	24.88	E	-0.358384	47.856911
EEZ585	0	21	11.15	S		47	51	51.16	E	-0.353097	47.864212
EEZ586	0	20	52.34	S		47	52	17.61	E	-0.347874	47.871558
EEZ587	0	20	33.88	S		47	52	44.30	E	-0.342746	47.878972
EEZ588	0	20	15.38	S		47	53	10.96	E	-0.337607	47.886379
EEZ589	0	19	56.79	S		47	53	37.56	E	-0.332441	47.893766
EEZ590	0	19	38.15	S		47	54	4.13	E	-0.327264	47.901146
EEZ591	0	19	19.40	S		47	54	30.61	E	-0.322056	47.908504
EEZ592	0	19	0.63	S		47	54	57.09	E	-0.316842	47.915857
EEZ593	0	18	41.73	S		47	55	23.47	E	-0.311592	47.923186
EEZ594	0	18	22.81	S		47	55	49.83	E	-0.306336	47.930509
EEZ595	0	18	3.78	S		47	56	16.12	E	-0.301049	47.937811
EEZ596	0	17	44.70	S		47	56	42.37	E	-0.295751	47.945104
EEZ597	0	17	25.54	S		47	57	8.56	E	-0.290428	47.952379
EEZ598	0	17	6.32	S		47	57	34.71	E	-0.285088	47.959641
EEZ599	0	16	47.02	S		47	58	0.80	E	-0.279729	47.966890
EEZ600	0	16	27.65	S		47	58	26.84	E	-0.274346	47.974121
EEZ601	0	16	8.22	S		47	58	52.83	E	-0.268951	47.981343
EEZ602	0	15	48.70	S		47	59	18.76	E	-0.263528	47.988543
EEZ603	0	15	29.15	S		47	59	44.66	E	-0.258096	47.995738
EEZ604	0	15	9.47	S		48	0	10.46	E	-0.252631	48.002907
EEZ605	0	14	49.78	S		48	0	36.26	E	-0.247161	48.010072
EEZ606	0	14	29.97	S		48	1	1.96	E	-0.241658	48.017211
EEZ607	0	14	10.13	S		48	1	27.64	E	-0.236146	48.024345
EEZ608	0	13	50.19	S		48	1	53.24	E	-0.230607	48.031457
EEZ609	0	13	30.20	S		48	2	18.81	E	-0.225055	48.038558
EEZ610	0	13	10.13	S		48	2	44.31	E	-0.219481	48.045643
EEZ611	0	12	49.99	S		48	3	9.76	E	-0.213887	48.052712
EEZ612	0	12	29.80	S		48	3	35.17	E	-0.208278	48.059768
EEZ613	0	12	9.52	S		48	4	0.50	E	-0.202644	48.066805
EEZ614	0	11	49.20	S		48	4	25.80	E	-0.196999	48.073834
EEZ615	0	11	28.77	S		48	4	51.02	E	-0.191325	48.080838
EEZ616	0	11	8.32	S		48	5	16.22	E	-0.185645	48.087838
EEZ617	0	10	47.75	S		48	5	41.32	E	-0.179930	48.094810
EEZ618	0	10	27.16	S		48	6	6.40	E	-0.174211	48.101777
EEZ619	0	10	6.46	S		48	6	31.39	E	-0.168461	48.108720
EEZ620	0	9	45.73	S		48	6	56.36	E	-0.162702	48.115655
EEZ621	0	9	24.90	S		48	7	21.25	E	-0.156917	48.122569
EEZ622	0	9	4.02	S		48	7	46.09	E	-0.151118	48.129470
EEZ623	0	8	43.08	S		48	8	10.88	E	-0.145299	48.136355
EEZ624	0	8	22.06	S		48	8	35.60	E	-0.139460	48.143223
EEZ625	0	8	0.99	S		48	9	0.28	E	-0.133607	48.150079
EEZ626	0	7	39.82	S		48	9	24.89	E	-0.127729	48.156913
EEZ627	0	7	18.63	S		48	9	49.46	E	-0.121842	48.163739
EEZ628	0	6	57.33	S		48	10	13.94	E	-0.115924	48.170539
EEZ629	0	6	36.00	S		48	10	38.41	E	-0.110001	48.177335
EEZ630	0	6	14.57	S		48	11	2.77	E	-0.104046	48.184102
EEZ631	0	5	53.10	S		48	11	27.11	E	-0.098085	48.190864

EEZ632	0	5	31.55	S		48	11	51.37	E	-0.092096	48.197602
EEZ633	0	5	10.08	S		48	12	15.70	E	-0.086132	48.204361
EEZ634	0	4	48.76	S		48	12	40.17	E	-0.080211	48.211158
EEZ635	0	4	27.38	S		48	13	4.59	E	-0.074273	48.217941
EEZ636	0	4	5.94	S		48	13	28.95	E	-0.068318	48.224708
EEZ637	0	3	44.43	S		48	13	53.24	E	-0.062341	48.231456
EEZ638	0	3	22.87	S		48	14	17.50	E	-0.056352	48.238193
EEZ639	0	3	1.21	S		48	14	41.66	E	-0.050336	48.244907
EEZ640	0	2	39.53	S		48	15	5.81	E	-0.044314	48.251614
EEZ641	0	2	17.73	S		48	15	29.85	E	-0.038259	48.258293
EEZ642	0	1	55.92	S		48	15	53.88	E	-0.032200	48.264967
EEZ643	0	1	34.00	S		48	16	17.81	E	-0.026111	48.271614
EEZ644	0	1	12.05	S		48	16	41.71	E	-0.020013	48.278253
EEZ645	0	0	50.01	S		48	17	5.53	E	-0.013891	48.284870
EEZ646	0	0	27.93	S		48	17	29.31	E	-0.007757	48.291475
EEZ647	0	0	5.78	S		48	17	53.03	E	-0.001606	48.298065
EEZ648	0	0	15.92	N		48	18	17.16	E	0.004422	48.304768
EEZ649	0	0	37.67	N		48	18	41.25	E	0.010464	48.311457
EEZ650	0	0	59.47	N		48	19	5.29	E	0.016520	48.318135
EEZ651	0	1	21.35	N		48	19	29.25	E	0.022598	48.324791
EEZ652	0	1	43.27	N		48	19	53.18	E	0.028687	48.331439
EEZ653	0	2	5.29	N		48	20	17.02	E	0.034804	48.338060
EEZ654	0	2	27.33	N		48	20	40.84	E	0.040926	48.344677
EEZ655	0	2	49.49	N		48	21	4.55	E	0.047081	48.351263
EEZ656	0	3	11.67	N		48	21	28.24	E	0.053240	48.357845
EEZ657	0	3	33.94	N		48	21	51.84	E	0.059428	48.364400
EEZ658	0	3	56.25	N		48	22	15.41	E	0.065625	48.370947
EEZ659	0	4	18.64	N		48	22	38.90	E	0.071846	48.377471
EEZ660	0	4	41.09	N		48	23	2.33	E	0.078081	48.383981
EEZ661	0	5	3.60	N		48	23	25.71	E	0.084333	48.390475
EEZ662	0	5	26.17	N		48	23	49.03	E	0.090602	48.396953
EEZ663	0	5	48.66	N		48	24	12.42	E	0.096850	48.403450
EEZ664	0	6	11.05	N		48	24	35.91	E	0.103071	48.409975
EEZ665	0	6	33.50	N		48	24	59.34	E	0.109306	48.416484
EEZ666	0	6	56.01	N		48	25	22.72	E	0.115559	48.422977
EEZ667	0	7	18.60	N		48	25	46.02	E	0.121832	48.429451
EEZ668	0	7	41.22	N		48	26	9.29	E	0.128117	48.435913
EEZ669	0	8	3.94	N		48	26	32.46	E	0.134427	48.442351
EEZ670	0	8	26.68	N		48	26	55.61	E	0.140745	48.448781
EEZ671	0	8	49.53	N		48	27	18.66	E	0.147092	48.455183
EEZ672	0	9	12.40	N		48	27	41.68	E	0.153443	48.461579
EEZ673	0	9	35.37	N		48	28	4.61	E	0.159825	48.467946
EEZ674	0	9	58.37	N		48	28	27.50	E	0.166213	48.474306
EEZ675	0	10	21.45	N		48	28	50.31	E	0.172626	48.480642
EEZ676	0	10	44.57	N		48	29	13.08	E	0.179048	48.486968
EEZ677	0	11	7.26	N		48	29	36.27	E	0.185349	48.493409
EEZ678	0	11	29.16	N		48	30	0.22	E	0.191433	48.500061
EEZ679	0	11	51.07	N		48	30	24.15	E	0.197521	48.506709
EEZ680	0	12	13.10	N		48	30	47.98	E	0.203640	48.513329
EEZ681	0	12	35.15	N		48	31	11.80	E	0.209764	48.519943
EEZ682	0	12	57.31	N		48	31	35.51	E	0.215918	48.526530
EEZ683	0	13	19.49	N		48	31	59.20	E	0.222080	48.533110
EEZ684	0	13	41.76	N		48	32	22.80	E	0.228267	48.539666
EEZ685	0	14	4.08	N		48	32	46.36	E	0.234467	48.546210
EEZ686	0	14	26.47	N		48	33	9.85	E	0.240686	48.552735
EEZ687	0	14	48.92	N		48	33	33.28	E	0.246923	48.559244
EEZ688	0	15	11.42	N		48	33	56.66	E	0.253173	48.565740
EEZ689	0	15	32.89	N		48	34	20.99	E	0.259137	48.572498
EEZ690	0	15	54.23	N		48	34	45.45	E	0.265063	48.579291
EEZ691	0	16	15.66	N		48	35	9.81	E	0.271016	48.586060
EEZ692	0	16	37.13	N		48	35	34.15	E	0.276980	48.592819
EEZ693	0	16	58.68	N		48	35	58.41	E	0.282967	48.599558
EEZ694	0	17	20.29	N		48	36	22.62	E	0.288970	48.606284
EEZ695	0	17	41.97	N		48	36	46.77	E	0.294991	48.612993
EEZ696	0	18	3.71	N		48	37	10.86	E	0.301032	48.619684

EEZ697	0	18	25.51	N		48	37	34.91	E	0.307086	48.626363
EEZ698	0	18	47.39	N		48	37	58.87	E	0.313165	48.633019
EEZ699	0	19	9.31	N		48	38	22.80	E	0.319253	48.639667
EEZ700	0	19	31.33	N		48	38	46.64	E	0.325370	48.646288
EEZ701	0	19	53.37	N		48	39	10.46	E	0.331493	48.652905
EEZ702	0	20	15.53	N		48	39	34.17	E	0.337646	48.659492
EEZ703	0	20	37.70	N		48	39	57.86	E	0.343806	48.666073
EEZ704	0	20	59.97	N		48	40	21.47	E	0.349993	48.672630
EEZ705	0	21	22.29	N		48	40	45.03	E	0.356191	48.679176
EEZ706	0	21	44.68	N		48	41	8.53	E	0.362410	48.685702
EEZ707	0	22	7.12	N		48	41	31.96	E	0.368645	48.692212
EEZ708	0	22	29.63	N		48	41	55.34	E	0.374897	48.698706
EEZ709	0	22	52.21	N		48	42	18.65	E	0.381169	48.705181
EEZ710	0	23	14.83	N		48	42	41.92	E	0.387453	48.711644
EEZ711	0	23	37.55	N		48	43	5.09	E	0.393763	48.718082
EEZ712	0	24	0.28	N		48	43	28.25	E	0.400079	48.724514
EEZ713	0	24	23.13	N		48	43	51.30	E	0.406426	48.730916
EEZ714	0	24	45.99	N		48	44	14.33	E	0.412776	48.737314
EEZ715	0	25	8.30	N		48	44	37.88	E	0.418973	48.743855
EEZ716	0	25	29.84	N		48	45	2.16	E	0.424955	48.750599
EEZ717	0	25	51.39	N		48	45	26.42	E	0.430941	48.757338
EEZ718	0	26	13.05	N		48	45	50.58	E	0.436959	48.764050
EEZ719	0	26	34.74	N		48	46	14.73	E	0.442982	48.770757
EEZ720	0	26	56.53	N		48	46	38.77	E	0.449036	48.777437
EEZ721	0	27	18.35	N		48	47	2.79	E	0.455097	48.784109
EEZ722	0	27	40.26	N		48	47	26.73	E	0.461184	48.790759
EEZ723	0	28	2.22	N		48	47	50.63	E	0.467284	48.797396
EEZ724	0	28	24.25	N		48	48	14.45	E	0.473404	48.804015
EEZ725	0	28	46.35	N		48	48	38.22	E	0.479541	48.810617
EEZ726	0	29	8.50	N		48	49	1.94	E	0.485694	48.817206
EEZ727	0	29	30.73	N		48	49	25.58	E	0.491870	48.823773
EEZ728	0	29	53.00	N		48	49	49.19	E	0.498055	48.830330
EEZ729	0	30	15.36	N		48	50	12.71	E	0.504267	48.836863
EEZ730	0	30	37.69	N		48	50	36.25	E	0.510470	48.843404
EEZ731	0	30	59.78	N		48	51	0.03	E	0.516605	48.850009
EEZ732	0	31	21.93	N		48	51	23.75	E	0.522758	48.856597
EEZ733	0	31	44.13	N		48	51	47.42	E	0.528924	48.863173
EEZ734	0	32	6.40	N		48	52	11.03	E	0.535110	48.869731
EEZ735	0	32	28.73	N		48	52	34.58	E	0.541314	48.876271
EEZ736	0	32	51.11	N		48	52	58.07	E	0.547532	48.882798
EEZ737	0	33	13.58	N		48	53	21.49	E	0.553773	48.889302
EEZ738	0	33	36.09	N		48	53	44.87	E	0.560024	48.895798
EEZ739	0	33	58.69	N		48	54	8.16	E	0.566302	48.902267
EEZ740	0	34	21.31	N		48	54	31.43	E	0.572585	48.908731
EEZ741	0	34	44.04	N		48	54	54.59	E	0.578901	48.915164
EEZ742	0	35	6.80	N		48	55	17.73	E	0.585221	48.921592
EEZ743	0	35	29.65	N		48	55	40.77	E	0.591568	48.927993
EEZ744	0	35	52.53	N		48	56	3.78	E	0.597925	48.934385
EEZ745	0	36	15.50	N		48	56	26.71	E	0.604304	48.940754
EEZ746	0	36	38.51	N		48	56	49.59	E	0.610698	48.947109
EEZ747	0	37	1.59	N		48	57	12.41	E	0.617109	48.953447
EEZ748	0	37	24.74	N		48	57	35.15	E	0.623539	48.959765
EEZ749	0	37	47.93	N		48	57	57.85	E	0.629981	48.966071
EEZ750	0	38	11.21	N		48	58	20.47	E	0.636447	48.972352
EEZ751	0	38	34.51	N		48	58	43.05	E	0.642921	48.978626
EEZ752	0	38	57.92	N		48	59	5.53	E	0.649423	48.984870
EEZ753	0	39	21.35	N		48	59	27.99	E	0.655929	48.991109
EEZ754	0	39	44.87	N		48	59	50.34	E	0.662465	48.997318
EEZ755	0	40	8.43	N		49	0	12.67	E	0.669007	49.003520
EEZ756	0	40	32.07	N		49	0	34.90	E	0.675574	49.009696
EEZ757	0	40	55.75	N		49	0	57.10	E	0.682152	49.015860
EEZ758	0	41	19.50	N		49	1	19.21	E	0.688749	49.022003
EEZ759	0	41	43.30	N		49	1	41.27	E	0.695362	49.028130
EEZ760	0	42	7.17	N		49	2	3.26	E	0.701990	49.034240
EEZ761	0	42	31.10	N		49	2	25.18	E	0.708638	49.040329

EEZ762	0	42	55.07	N		49	2	47.06	E	0.715297	49.046406
EEZ763	0	43	19.13	N		49	3	8.84	E	0.721979	49.052456
EEZ764	0	43	43.20	N		49	3	30.60	E	0.728668	49.058500
EEZ765	0	44	7.39	N		49	3	52.24	E	0.735385	49.064512
EEZ766	0	44	31.58	N		49	4	13.87	E	0.742107	49.070519
EEZ767	0	44	55.88	N		49	4	35.39	E	0.748855	49.076496
EEZ768	0	45	20.20	N		49	4	56.87	E	0.755611	49.082465
EEZ769	0	45	44.60	N		49	5	18.27	E	0.762390	49.088408
EEZ770	0	46	9.03	N		49	5	39.63	E	0.769176	49.094341
EEZ771	0	46	33.01	N		49	6	1.49	E	0.775835	49.100415
EEZ772	0	46	56.59	N		49	6	23.79	E	0.782385	49.106609
EEZ773	0	47	20.22	N		49	6	46.03	E	0.788951	49.112786
EEZ774	0	47	43.92	N		49	7	8.20	E	0.795533	49.118946
EEZ775	0	48	7.67	N		49	7	30.32	E	0.802130	49.125090
EEZ776	0	48	31.49	N		49	7	52.36	E	0.808747	49.131212
EEZ777	0	48	55.35	N		49	8	14.36	E	0.815375	49.137323
EEZ778	0	49	19.30	N		49	8	36.27	E	0.822027	49.143407
EEZ779	0	49	43.26	N		49	8	58.15	E	0.828685	49.149485
EEZ780	0	50	7.34	N		49	9	19.91	E	0.835371	49.155531
EEZ781	0	50	31.43	N		49	9	41.66	E	0.842063	49.161572
EEZ782	0	50	55.61	N		49	10	3.30	E	0.848781	49.167583
EEZ783	0	51	19.81	N		49	10	24.92	E	0.855504	49.173589
EEZ784	0	51	43.34	N		49	10	47.27	E	0.862039	49.179797
EEZ785	0	52	6.73	N		49	11	9.77	E	0.868536	49.186046
EEZ786	0	52	30.14	N		49	11	32.24	E	0.875040	49.192289
EEZ787	0	52	53.66	N		49	11	54.61	E	0.881571	49.198502
EEZ788	0	53	17.19	N		49	12	16.96	E	0.888107	49.204711
EEZ789	0	53	40.82	N		49	12	39.20	E	0.894673	49.210889
EEZ790	0	54	4.48	N		49	13	1.42	E	0.901245	49.217060
EEZ791	0	54	28.23	N		49	13	23.54	E	0.907841	49.223204
EEZ792	0	54	52.01	N		49	13	45.62	E	0.914448	49.229338
EEZ793	0	55	15.87	N		49	14	7.62	E	0.921075	49.235450
EEZ794	0	55	39.78	N		49	14	29.56	E	0.927717	49.241545
EEZ795	0	56	3.75	N		49	14	51.45	E	0.934374	49.247624
EEZ796	0	56	27.77	N		49	15	13.26	E	0.941048	49.253684
EEZ797	0	56	51.81	N		49	15	35.07	E	0.947724	49.259743
EEZ798	0	57	15.77	N		49	15	56.96	E	0.954381	49.265821
EEZ799	0	57	39.77	N		49	16	18.80	E	0.961049	49.271889
EEZ800	0	58	3.85	N		49	16	40.56	E	0.967736	49.277934
EEZ801	0	58	27.95	N		49	17	2.30	E	0.974429	49.283973
EEZ802	0	58	51.93	N		49	17	24.17	E	0.981091	49.290048
EEZ803	0	59	15.98	N		49	17	45.96	E	0.987771	49.296101
EEZ804	0	59	40.05	N		49	18	7.73	E	0.994459	49.302146
EEZ805	1	0	4.22	N		49	18	29.39	E	1.001173	49.308163
EEZ806	1	0	28.41	N		49	18	51.03	E	1.007891	49.314174
EEZ807	1	0	52.70	N		49	19	12.55	E	1.014638	49.320152
EEZ808	1	1	17.01	N		49	19	34.05	E	1.021391	49.326125
EEZ809	1	1	41.41	N		49	19	55.45	E	1.028168	49.332070
EEZ810	1	2	5.84	N		49	20	16.81	E	1.034955	49.338004
EEZ811	1	2	30.34	N		49	20	38.09	E	1.041762	49.343915
EEZ812	1	2	54.90	N		49	20	59.32	E	1.048582	49.349810
EEZ813	1	3	19.51	N		49	21	20.47	E	1.055418	49.355687
EEZ814	1	3	44.18	N		49	21	41.55	E	1.062272	49.361543
EEZ815	1	4	8.90	N		49	22	2.59	E	1.069138	49.367386
EEZ816	1	4	33.69	N		49	22	23.53	E	1.076025	49.373202
EEZ817	1	4	58.51	N		49	22	44.44	E	1.082920	49.379011
EEZ818	1	5	23.43	N		49	23	5.24	E	1.089840	49.384788
EEZ819	1	5	48.36	N		49	23	26.02	E	1.096765	49.390560
EEZ820	1	6	13.38	N		49	23	46.68	E	1.103717	49.396300
EEZ821	1	6	38.43	N		49	24	7.32	E	1.110675	49.402032
EEZ822	1	7	3.56	N		49	24	27.86	E	1.117655	49.407738
EEZ823	1	7	28.72	N		49	24	48.35	E	1.124644	49.413432
EEZ824	1	7	53.94	N		49	25	8.78	E	1.131649	49.419107
EEZ825	1	8	17.04	N		49	25	31.58	E	1.138066	49.425439
EEZ826	1	8	40.22	N		49	25	54.29	E	1.144506	49.431748

EEZ827	1	9	3.42	N		49	26	16.99	E	1.150951	49.438052
EEZ828	1	9	26.72	N		49	26	39.58	E	1.157422	49.444329
EEZ829	1	9	50.05	N		49	27	2.15	E	1.163903	49.450596
EEZ830	1	10	13.46	N		49	27	24.63	E	1.170405	49.456841
EEZ831	1	10	36.92	N		49	27	47.05	E	1.176921	49.463071
EEZ832	1	11	0.44	N		49	28	9.42	E	1.183455	49.469283
EEZ833	1	11	24.01	N		49	28	31.73	E	1.190002	49.475480
EEZ834	1	11	47.43	N		49	28	54.20	E	1.196507	49.481722
EEZ835	1	12	10.73	N		49	29	16.78	E	1.202982	49.487995
EEZ836	1	12	34.14	N		49	29	39.26	E	1.209484	49.494240
EEZ837	1	12	57.57	N		49	30	1.72	E	1.215993	49.500479
EEZ838	1	13	21.09	N		49	30	24.09	E	1.222526	49.506691
EEZ839	1	13	44.65	N		49	30	46.41	E	1.229070	49.512892
EEZ840	1	14	8.28	N		49	31	8.66	E	1.235634	49.519072
EEZ841	1	14	31.97	N		49	31	30.85	E	1.242214	49.525235
EEZ842	1	14	55.71	N		49	31	52.98	E	1.248809	49.531382
EEZ843	1	15	19.52	N		49	32	15.03	E	1.255423	49.537508
EEZ844	1	15	43.37	N		49	32	37.04	E	1.262049	49.543622
EEZ845	1	16	7.31	N		49	32	58.96	E	1.268698	49.549710
EEZ846	1	16	31.27	N		49	33	20.85	E	1.275354	49.555791
EEZ847	1	16	55.34	N		49	33	42.63	E	1.282038	49.561840
EEZ848	1	17	19.42	N		49	34	4.39	E	1.288727	49.567885
EEZ849	1	17	43.60	N		49	34	26.04	E	1.295443	49.573899
EEZ850	1	18	7.80	N		49	34	47.66	E	1.302167	49.579906
EEZ851	1	18	32.09	N		49	35	9.19	E	1.308913	49.585886
EEZ852	1	18	56.41	N		49	35	30.68	E	1.315670	49.591854
EEZ853	1	19	20.80	N		49	35	52.09	E	1.322446	49.597801
EEZ854	1	19	45.24	N		49	36	13.45	E	1.329233	49.603735
EEZ855	1	20	8.55	N		49	36	35.99	E	1.335708	49.609997
EEZ856	1	20	31.16	N		49	36	59.28	E	1.341988	49.616466
EEZ857	1	20	53.78	N		49	37	22.55	E	1.348272	49.622930
EEZ858	1	21	16.50	N		49	37	45.72	E	1.354584	49.629368
EEZ859	1	21	39.26	N		49	38	8.87	E	1.360906	49.635796
EEZ860	1	22	2.10	N		49	38	31.93	E	1.367249	49.642202
EEZ861	1	22	24.99	N		49	38	54.94	E	1.373608	49.648594
EEZ862	1	22	47.94	N		49	39	17.89	E	1.379983	49.654969
EEZ863	1	23	10.96	N		49	39	40.77	E	1.386378	49.661324
EEZ864	1	23	34.03	N		49	40	3.60	E	1.392785	49.667667
EEZ865	1	23	57.16	N		49	40	26.37	E	1.399211	49.673991
EEZ866	1	24	20.24	N		49	40	49.19	E	1.405622	49.680330
EEZ867	1	24	43.30	N		49	41	12.02	E	1.412029	49.686673
EEZ868	1	25	6.40	N		49	41	34.82	E	1.418445	49.693007
EEZ869	1	25	28.86	N		49	41	58.25	E	1.424684	49.699515
EEZ870	1	25	51.35	N		49	42	21.66	E	1.430931	49.706016
EEZ871	1	26	13.91	N		49	42	45.00	E	1.437196	49.712500
EEZ872	1	26	36.51	N		49	43	8.29	E	1.443475	49.718970
EEZ873	1	26	59.20	N		49	43	31.50	E	1.449777	49.725417
EEZ874	1	27	21.92	N		49	43	54.68	E	1.456089	49.731856
EEZ875	1	27	44.74	N		49	44	17.76	E	1.462428	49.738267
EEZ876	1	28	7.58	N		49	44	40.82	E	1.468771	49.744673
EEZ877	1	28	30.53	N		49	45	3.78	E	1.475146	49.751049
EEZ878	1	28	53.50	N		49	45	26.71	E	1.481527	49.757419
EEZ879	1	29	16.56	N		49	45	49.54	E	1.487934	49.763762
EEZ880	1	29	39.66	N		49	46	12.34	E	1.494350	49.770096
EEZ881	1	30	2.84	N		49	46	35.07	E	1.500789	49.776407
EEZ882	1	30	26.07	N		49	46	57.73	E	1.507241	49.782704
EEZ883	1	30	49.36	N		49	47	20.34	E	1.513711	49.788983
EEZ884	1	31	12.65	N		49	47	42.95	E	1.520180	49.795263
EEZ885	1	31	35.83	N		49	48	5.67	E	1.526619	49.801575
EEZ886	1	31	59.04	N		49	48	28.36	E	1.533066	49.807877
EEZ887	1	32	22.33	N		49	48	50.97	E	1.539535	49.814157
EEZ888	1	32	45.65	N		49	49	13.54	E	1.546015	49.820427
EEZ889	1	33	8.86	N		49	49	36.23	E	1.552460	49.826731
EEZ890	1	33	32.03	N		49	49	58.95	E	1.558898	49.833043
EEZ891	1	33	55.24	N		49	50	21.64	E	1.565346	49.839345

EEZ892	1	34	18.53	N		49	50	44.25	E	1.571815	49.845625
EEZ893	1	34	41.87	N		49	51	6.80	E	1.578298	49.851890
EEZ894	1	35	5.28	N		49	51	29.30	E	1.584799	49.858138
EEZ895	1	35	28.75	N		49	51	51.72	E	1.591318	49.864366
EEZ896	1	35	52.26	N		49	52	14.09	E	1.597850	49.870581
EEZ897	1	36	15.86	N		49	52	36.38	E	1.604405	49.876772
EEZ898	1	36	39.48	N		49	52	58.63	E	1.610967	49.882954
EEZ899	1	37	3.21	N		49	53	20.79	E	1.617558	49.889107
EEZ900	1	37	26.95	N		49	53	42.92	E	1.624152	49.895255
EEZ901	1	37	50.79	N		49	54	4.94	E	1.630776	49.901372
EEZ902	1	38	14.66	N		49	54	26.94	E	1.637406	49.907482
EEZ903	1	38	38.62	N		49	54	48.84	E	1.644060	49.913566
EEZ904	1	39	2.61	N		49	55	10.70	E	1.650725	49.919638
EEZ905	1	39	26.67	N		49	55	32.48	E	1.657409	49.925689
EEZ906	1	39	50.79	N		49	55	54.20	E	1.664108	49.931723
EEZ907	1	40	14.96	N		49	56	15.87	E	1.670823	49.937740
EEZ908	1	40	39.20	N		49	56	37.45	E	1.677557	49.943736
EEZ909	1	41	3.48	N		49	56	58.99	E	1.684301	49.949720
EEZ910	1	41	27.85	N		49	57	20.44	E	1.691069	49.955677
EEZ911	1	41	52.23	N		49	57	41.86	E	1.697843	49.961627
EEZ912	1	42	16.72	N		49	58	3.16	E	1.704645	49.967545
EEZ913	1	42	41.22	N		49	58	24.45	E	1.711450	49.973459
EEZ914	1	43	5.74	N		49	58	45.72	E	1.718261	49.979367
EEZ915	1	43	30.12	N		49	59	7.15	E	1.725032	49.985320
EEZ916	1	43	54.50	N		49	59	28.57	E	1.731806	49.991271
EEZ917	1	44	18.99	N		49	59	49.88	E	1.738609	49.997188
EEZ918	1	44	43.50	N		50	0	11.16	E	1.745416	50.003100
EEZ919	1	45	8.10	N		50	0	32.34	E	1.752249	50.008983
EEZ920	1	45	32.72	N		50	0	53.48	E	1.759090	50.014856
EEZ921	1	45	57.43	N		50	1	14.54	E	1.765952	50.020705
EEZ922	1	46	22.17	N		50	1	35.54	E	1.772826	50.026539
EEZ923	1	46	46.98	N		50	1	56.47	E	1.779717	50.032353
EEZ924	1	47	11.85	N		50	2	17.33	E	1.786624	50.038148
EEZ925	1	47	36.76	N		50	2	38.14	E	1.793544	50.043928
EEZ926	1	48	1.75	N		50	2	58.86	E	1.800485	50.049683
EEZ927	1	48	26.76	N		50	3	19.54	E	1.807433	50.055428
EEZ928	1	48	51.86	N		50	3	40.12	E	1.814407	50.061144
EEZ929	1	49	16.98	N		50	4	0.68	E	1.821384	50.066854
EEZ930	1	49	42.20	N		50	4	21.11	E	1.828390	50.072530
EEZ931	1	50	7.44	N		50	4	41.52	E	1.835400	50.078200
EEZ932	1	50	32.76	N		50	5	1.83	E	1.842433	50.083841
EEZ933	1	50	58.11	N		50	5	22.10	E	1.849475	50.089472
EEZ934	1	51	23.53	N		50	5	42.28	E	1.856537	50.095078
EEZ935	1	51	48.99	N		50	6	2.42	E	1.863608	50.100672
EEZ936	1	52	13.27	N		50	6	23.88	E	1.870354	50.106635
EEZ937	1	52	36.53	N		50	6	46.53	E	1.876815	50.112925
EEZ938	1	52	59.82	N		50	7	9.15	E	1.883283	50.119207
EEZ939	1	53	23.19	N		50	7	31.67	E	1.889776	50.125463
EEZ940	1	53	46.59	N		50	7	54.17	E	1.896275	50.131713
EEZ941	1	54	10.10	N		50	8	16.55	E	1.902805	50.137932
EEZ942	1	54	33.61	N		50	8	38.93	E	1.909337	50.144147
EEZ943	1	54	57.10	N		50	9	1.34	E	1.915861	50.150371
EEZ944	1	55	20.61	N		50	9	23.72	E	1.922391	50.156589
EEZ945	1	55	44.15	N		50	9	46.07	E	1.928931	50.162797
EEZ946	1	56	7.77	N		50	10	8.34	E	1.935492	50.168982
EEZ947	1	56	31.44	N		50	10	30.55	E	1.942066	50.175153
EEZ948	1	56	55.17	N		50	10	52.70	E	1.948658	50.181305
EEZ949	1	57	18.97	N		50	11	14.78	E	1.955268	50.187438
EEZ950	1	57	42.81	N		50	11	36.81	E	1.961890	50.193557
EEZ951	1	58	6.73	N		50	11	58.75	E	1.968535	50.199652
EEZ952	1	58	30.68	N		50	12	20.66	E	1.975188	50.205739
EEZ953	1	58	54.72	N		50	12	42.47	E	1.981868	50.211796
EEZ954	1	59	18.79	N		50	13	4.25	E	1.988552	50.217848
EEZ955	1	59	42.95	N		50	13	25.92	E	1.995265	50.223868
EEZ956	2	0	7.14	N		50	13	47.57	E	2.001983	50.229881

EEZ957	2	0	31.41	N		50	14	9.12	E	2.008726	50.235868
EEZ958	2	0	55.72	N		50	14	30.63	E	2.015479	50.241843
EEZ959	2	1	20.11	N		50	14	52.07	E	2.022252	50.247796
EEZ960	2	1	44.54	N		50	15	13.44	E	2.029039	50.253732
EEZ961	2	2	9.03	N		50	15	34.74	E	2.035841	50.259651
EEZ962	2	2	33.58	N		50	15	55.98	E	2.042662	50.265549
EEZ963	2	2	58.18	N		50	16	17.16	E	2.049493	50.271434
EEZ964	2	3	22.85	N		50	16	38.25	E	2.056347	50.277293
EEZ965	2	3	47.55	N		50	16	59.32	E	2.063208	50.283144
EEZ966	2	4	12.34	N		50	17	20.27	E	2.070096	50.288963
EEZ967	2	4	37.16	N		50	17	41.20	E	2.076988	50.294777
EEZ968	2	5	2.06	N		50	18	2.01	E	2.083906	50.300559
EEZ969	2	5	26.99	N		50	18	22.81	E	2.090830	50.306337
EEZ970	2	5	51.12	N		50	18	44.48	E	2.097534	50.312357
EEZ971	2	6	14.49	N		50	19	7.01	E	2.104026	50.318615
EEZ972	2	6	37.89	N		50	19	29.52	E	2.110524	50.324867
EEZ973	2	7	1.38	N		50	19	51.92	E	2.117050	50.331090
EEZ974	2	7	24.89	N		50	20	14.31	E	2.123579	50.337309
EEZ975	2	7	48.27	N		50	20	36.83	E	2.130074	50.343565
EEZ976	2	8	11.66	N		50	20	59.34	E	2.136572	50.349817
EEZ977	2	8	35.16	N		50	21	21.74	E	2.143100	50.356038
EEZ978	2	8	58.67	N		50	21	44.12	E	2.149632	50.362255
EEZ979	2	9	22.29	N		50	22	6.39	E	2.156192	50.368442
EEZ980	2	9	45.93	N		50	22	28.64	E	2.162760	50.374621
EEZ981	2	10	9.66	N		50	22	50.79	E	2.169350	50.380775
EEZ982	2	10	33.43	N		50	23	12.90	E	2.175953	50.386917
EEZ983	2	10	57.27	N		50	23	34.94	E	2.182575	50.393038
EEZ984	2	11	21.17	N		50	23	56.91	E	2.189213	50.399141
EEZ985	2	11	45.11	N		50	24	18.83	E	2.195864	50.405230
EEZ986	2	12	9.13	N		50	24	40.66	E	2.202537	50.411295
EEZ987	2	12	33.19	N		50	25	2.46	E	2.209219	50.417350
EEZ988	2	12	57.33	N		50	25	24.16	E	2.215926	50.423378
EEZ989	2	13	21.50	N		50	25	45.84	E	2.222638	50.429400
EEZ990	2	13	45.77	N		50	26	7.40	E	2.229380	50.435388
EEZ991	2	14	10.05	N		50	26	28.94	E	2.236126	50.441372
EEZ992	2	14	34.43	N		50	26	50.38	E	2.242897	50.447327
EEZ993	2	14	58.84	N		50	27	11.78	E	2.249678	50.453272
EEZ994	2	15	23.32	N		50	27	33.09	E	2.256479	50.459193
EEZ995	2	15	47.85	N		50	27	54.36	E	2.263293	50.465099
EEZ996	2	16	12.44	N		50	28	15.55	E	2.270123	50.470986
EEZ997	2	16	37.10	N		50	28	36.67	E	2.276971	50.476854
EEZ998	2	17	1.79	N		50	28	57.74	E	2.283831	50.482707
EEZ999	2	17	26.56	N		50	29	18.72	E	2.290712	50.488535
EEZ1000	2	17	51.36	N		50	29	39.67	E	2.297600	50.494354
EEZ1001	2	18	16.25	N		50	30	0.51	E	2.304515	50.500142
EEZ1002	2	18	41.16	N		50	30	21.33	E	2.311433	50.505926
EEZ1003	2	19	6.17	N		50	30	42.03	E	2.318379	50.511676
EEZ1004	2	19	31.19	N		50	31	2.71	E	2.325331	50.517420
EEZ1005	2	19	56.30	N		50	31	23.29	E	2.332306	50.523135
EEZ1006	2	20	21.44	N		50	31	43.82	E	2.339290	50.528839
EEZ1007	2	20	46.65	N		50	32	4.27	E	2.346293	50.534520
EEZ1008	2	21	11.91	N		50	32	24.66	E	2.353309	50.540184
EEZ1009	2	21	37.23	N		50	32	44.99	E	2.360340	50.545830
EEZ1010	2	22	2.60	N		50	33	5.23	E	2.367389	50.551454
EEZ1011	2	22	28.01	N		50	33	25.43	E	2.374449	50.557064
EEZ1012	2	22	53.51	N		50	33	45.53	E	2.381529	50.562648
EEZ1013	2	23	19.02	N		50	34	5.61	E	2.388616	50.568224
EEZ1014	2	23	44.62	N		50	34	25.56	E	2.395729	50.573767
EEZ1015	2	24	10.24	N		50	34	45.50	E	2.402845	50.579305
EEZ1016	2	24	35.96	N		50	35	5.31	E	2.409988	50.584809
EEZ1017	2	25	1.69	N		50	35	25.10	E	2.417136	50.590307
EEZ1018	2	25	27.50	N		50	35	44.79	E	2.424305	50.595776
EEZ1019	2	25	53.34	N		50	36	4.44	E	2.431484	50.601232
EEZ1020	2	26	19.25	N		50	36	24.00	E	2.438681	50.606666
EEZ1021	2	26	45.21	N		50	36	43.49	E	2.445891	50.612081

EEZ1022	2	27	11.21	N		50	37	2.92	E	2.453115	50.617479
EEZ1023	2	27	37.12	N		50	37	22.48	E	2.460312	50.622911
EEZ1024	2	28	3.03	N		50	37	42.04	E	2.467509	50.628345
EEZ1025	2	28	28.95	N		50	38	1.58	E	2.474709	50.633774
EEZ1026	2	28	54.96	N		50	38	21.02	E	2.481932	50.639172
EEZ1027	2	29	20.99	N		50	38	40.41	E	2.489163	50.644559
EEZ1028	2	29	47.09	N		50	38	59.72	E	2.496413	50.649921
EEZ1029	2	30	13.23	N		50	39	18.96	E	2.503675	50.655268
EEZ1030	2	30	39.42	N		50	39	38.14	E	2.510951	50.660594
EEZ1031	2	31	5.68	N		50	39	57.23	E	2.518243	50.665898
EEZ1032	2	31	31.97	N		50	40	16.28	E	2.525546	50.671188
EEZ1033	2	31	58.33	N		50	40	35.22	E	2.532868	50.676451
EEZ1034	2	32	24.71	N		50	40	54.14	E	2.540197	50.681705
EEZ1035	2	32	51.18	N		50	41	12.93	E	2.547549	50.686926
EEZ1036	2	33	17.66	N		50	41	31.71	E	2.554905	50.692142
EEZ1037	2	33	44.23	N		50	41	50.36	E	2.562286	50.697322
EEZ1038	2	34	10.82	N		50	42	8.99	E	2.569671	50.702496
EEZ1039	2	34	37.48	N		50	42	27.50	E	2.577078	50.707640
EEZ1040	2	35	4.17	N		50	42	45.98	E	2.584493	50.712771
EEZ1041	2	35	30.93	N		50	43	4.36	E	2.591925	50.717878
EEZ1042	2	35	57.73	N		50	43	22.68	E	2.599369	50.722967
EEZ1043	2	36	24.57	N		50	43	40.93	E	2.606826	50.728037
EEZ1044	2	36	51.48	N		50	43	59.10	E	2.614299	50.733084
EEZ1045	2	37	18.41	N		50	44	17.22	E	2.621781	50.738116
EEZ1046	2	37	45.42	N		50	44	35.23	E	2.629283	50.743120
EEZ1047	2	38	12.44	N		50	44	53.22	E	2.636790	50.748116
EEZ1048	2	38	39.55	N		50	45	11.08	E	2.644320	50.753077
EEZ1049	2	39	6.67	N		50	45	28.92	E	2.651853	50.758033
EEZ1050	2	39	33.87	N		50	45	46.64	E	2.659409	50.762954
EEZ1051	2	40	1.05	N		50	46	4.39	E	2.666959	50.767886
EEZ1052	2	40	28.17	N		50	46	22.23	E	2.674491	50.772843
EEZ1053	2	40	55.33	N		50	46	40.01	E	2.682037	50.777780
EEZ1054	2	41	22.54	N		50	46	57.72	E	2.689593	50.782701
EEZ1055	2	41	49.80	N		50	47	15.34	E	2.697167	50.787595
EEZ1056	2	42	17.09	N		50	47	32.92	E	2.704747	50.792478
EEZ1057	2	42	44.45	N		50	47	50.39	E	2.712348	50.797330
EEZ1058	2	43	11.83	N		50	48	7.83	E	2.719953	50.802175
EEZ1059	2	43	39.29	N		50	48	25.14	E	2.727582	50.806984
EEZ1060	2	44	6.77	N		50	48	42.43	E	2.735214	50.811786
EEZ1061	2	44	34.32	N		50	48	59.60	E	2.742866	50.816556
EEZ1062	2	45	1.89	N		50	49	16.73	E	2.750526	50.821315
EEZ1063	2	45	29.53	N		50	49	33.77	E	2.758202	50.826047
EEZ1064	2	45	57.20	N		50	49	50.74	E	2.765888	50.830762
EEZ1065	2	46	24.92	N		50	50	7.64	E	2.773588	50.835455
EEZ1066	2	46	52.68	N		50	50	24.46	E	2.781300	50.840127
EEZ1067	2	47	20.48	N		50	50	41.21	E	2.789023	50.844782
EEZ1068	2	47	48.35	N		50	50	57.87	E	2.796763	50.849409
EEZ1069	2	48	16.23	N		50	51	14.49	E	2.804508	50.854026
EEZ1070	2	48	44.19	N		50	51	30.99	E	2.812274	50.858609
EEZ1071	2	49	12.15	N		50	51	47.47	E	2.820043	50.863187
EEZ1072	2	49	40.20	N		50	52	3.82	E	2.827834	50.867726
EEZ1073	2	50	8.26	N		50	52	20.14	E	2.835629	50.872260
EEZ1074	2	50	36.39	N		50	52	36.34	E	2.843442	50.876761
EEZ1075	2	51	4.54	N		50	52	52.51	E	2.851262	50.881251
EEZ1076	2	51	32.71	N		50	53	8.63	E	2.859087	50.885732
EEZ1077	2	52	0.13	N		50	53	26.02	E	2.866702	50.890561
EEZ1078	2	52	27.59	N		50	53	43.33	E	2.874331	50.895370
EEZ1079	2	52	55.09	N		50	54	0.59	E	2.881968	50.900164
EEZ1080	2	53	22.63	N		50	54	17.77	E	2.889620	50.904935
EEZ1081	2	53	50.23	N		50	54	34.87	E	2.897285	50.909686
EEZ1082	2	54	17.86	N		50	54	51.91	E	2.904961	50.914419
EEZ1083	2	54	45.55	N		50	55	8.85	E	2.912653	50.919125
EEZ1084	2	55	13.27	N		50	55	25.75	E	2.920352	50.923820
EEZ1085	2	55	41.05	N		50	55	42.54	E	2.928070	50.928483
EEZ1086	2	56	8.85	N		50	55	59.30	E	2.935793	50.933140

EEZ1087	2	56	36.73	N		50	56	15.93	E	2.943537	50.937759
EEZ1088	2	57	4.63	N		50	56	32.54	E	2.951286	50.942372
EEZ1089	2	57	32.59	N		50	56	49.02	E	2.959054	50.946951
EEZ1090	2	58	0.58	N		50	57	5.47	E	2.966828	50.951520
EEZ1091	2	58	28.63	N		50	57	21.82	E	2.974619	50.956061
EEZ1092	2	58	56.71	N		50	57	38.11	E	2.982419	50.960586
EEZ1093	2	59	24.84	N		50	57	54.32	E	2.990232	50.965088
EEZ1094	2	59	52.93	N		50	58	10.58	E	2.998036	50.969606
EEZ1095	3	0	20.97	N		50	58	26.93	E	3.005826	50.974148
EEZ1096	3	0	49.03	N		50	58	43.27	E	3.013619	50.978685
EEZ1097	3	1	17.16	N		50	58	59.48	E	3.021432	50.983188
EEZ1098	3	1	45.30	N		50	59	15.65	E	3.029251	50.987681
EEZ1099	3	2	13.51	N		50	59	31.72	E	3.037086	50.992144
EEZ1100	3	2	41.75	N		50	59	47.73	E	3.044930	50.996593
EEZ1101	3	3	10.03	N		51	0	3.66	E	3.052787	51.001018
EEZ1102	3	3	38.36	N		51	0	19.52	E	3.060655	51.005423
EEZ1103	3	4	6.66	N		51	0	35.42	E	3.068517	51.009840
EEZ1104	3	4	34.54	N		51	0	52.06	E	3.076260	51.014461
EEZ1105	3	5	2.42	N		51	1	8.68	E	3.084006	51.019079
EEZ1106	3	5	30.39	N		51	1	25.17	E	3.091774	51.023660
EEZ1107	3	5	58.37	N		51	1	41.64	E	3.099546	51.028233
EEZ1108	3	6	26.41	N		51	1	57.99	E	3.107336	51.032775
EEZ1109	3	6	54.48	N		51	2	14.30	E	3.115133	51.037307
EEZ1110	3	7	21.94	N		51	2	31.51	E	3.122761	51.042087
EEZ1111	3	7	47.73	N		51	2	51.25	E	3.129924	51.047569
EEZ1112	3	8	13.53	N		51	3	10.96	E	3.137091	51.053045
EEZ1113	3	8	39.42	N		51	3	30.56	E	3.144283	51.058488
EEZ1114	3	9	5.32	N		51	3	50.13	E	3.151478	51.063926
EEZ1115	3	9	31.32	N		51	4	9.59	E	3.158699	51.069331
EEZ1116	3	9	57.33	N		51	4	29.02	E	3.165926	51.074727
EEZ1117	3	10	23.42	N		51	4	48.35	E	3.173173	51.080096
EEZ1118	3	10	49.55	N		51	5	7.63	E	3.180430	51.085452
EEZ1119	3	11	15.73	N		51	5	26.82	E	3.187704	51.090785
EEZ1120	3	11	41.49	N		51	5	46.59	E	3.194858	51.096274
EEZ1121	3	12	6.80	N		51	6	6.93	E	3.201889	51.101925
EEZ1122	3	12	32.20	N		51	6	27.16	E	3.208944	51.107544
EEZ1123	3	12	57.61	N		51	6	47.37	E	3.216004	51.113158
EEZ1124	3	13	23.11	N		51	7	7.47	E	3.223087	51.118742
EEZ1125	3	13	48.65	N		51	7	27.54	E	3.230179	51.124316
EEZ1126	3	14	14.24	N		51	7	47.51	E	3.237290	51.129865
EEZ1127	3	14	39.89	N		51	8	7.43	E	3.244414	51.135398
EEZ1128	3	15	5.59	N		51	8	27.28	E	3.251552	51.140911
EEZ1129	3	15	31.35	N		51	8	47.05	E	3.258707	51.146404
EEZ1130	3	15	57.14	N		51	9	6.77	E	3.265873	51.151882
EEZ1131	3	16	23.01	N		51	9	26.40	E	3.273059	51.157333
EEZ1132	3	16	48.91	N		51	9	45.99	E	3.280252	51.162775
EEZ1133	3	17	14.87	N		51	10	5.49	E	3.287465	51.168191
EEZ1134	3	17	40.64	N		51	10	25.25	E	3.294623	51.173679
EEZ1135	3	18	6.34	N		51	10	45.10	E	3.301761	51.179194
EEZ1136	3	18	32.10	N		51	11	4.86	E	3.308917	51.184684
EEZ1137	3	18	57.90	N		51	11	24.59	E	3.316083	51.190163
EEZ1138	3	19	23.77	N		51	11	44.21	E	3.323270	51.195613
EEZ1139	3	19	49.67	N		51	12	3.80	E	3.330463	51.201056
EEZ1140	3	20	15.65	N		51	12	23.27	E	3.337681	51.206464
EEZ1141	3	20	41.65	N		51	12	42.72	E	3.344904	51.211868
EEZ1142	3	21	7.74	N		51	13	2.06	E	3.352150	51.217239
EEZ1143	3	21	33.85	N		51	13	21.36	E	3.359403	51.222601
EEZ1144	3	22	0.03	N		51	13	40.57	E	3.366676	51.227936
EEZ1145	3	22	26.25	N		51	13	59.72	E	3.373959	51.233257
EEZ1146	3	22	52.53	N		51	14	18.80	E	3.381259	51.238555
EEZ1147	3	23	18.86	N		51	14	37.80	E	3.388572	51.243834
EEZ1148	3	23	45.23	N		51	14	56.75	E	3.395898	51.249097
EEZ1149	3	24	11.67	N		51	15	15.60	E	3.403241	51.254334
EEZ1150	3	24	38.13	N		51	15	34.42	E	3.410593	51.259560
EEZ1151	3	25	4.66	N		51	15	53.14	E	3.417961	51.264762

EEZ1152	3	25	30.58	N		51	16	12.69	E	3.425162	51.270192
EEZ1153	3	25	56.37	N		51	16	32.43	E	3.432326	51.275674
EEZ1154	3	26	22.17	N		51	16	52.14	E	3.439493	51.281151
EEZ1155	3	26	48.07	N		51	17	11.74	E	3.446685	51.286596
EEZ1156	3	27	13.98	N		51	17	31.32	E	3.453883	51.292032
EEZ1157	3	27	39.97	N		51	17	50.79	E	3.461102	51.297441
EEZ1158	3	28	5.99	N		51	18	10.21	E	3.468331	51.302836
EEZ1159	3	28	32.08	N		51	18	29.55	E	3.475577	51.308209
EEZ1160	3	28	58.21	N		51	18	48.83	E	3.482836	51.313563
EEZ1161	3	29	24.39	N		51	19	8.04	E	3.490109	51.318899
EEZ1162	3	29	50.63	N		51	19	27.16	E	3.497398	51.324212
EEZ1163	3	30	16.91	N		51	19	46.24	E	3.504697	51.329512
EEZ1164	3	30	43.26	N		51	20	5.22	E	3.512017	51.334783
EEZ1165	3	31	9.63	N		51	20	24.17	E	3.519342	51.340047
EEZ1166	3	31	36.09	N		51	20	42.99	E	3.526692	51.345276
EEZ1167	3	32	2.56	N		51	21	1.80	E	3.534046	51.350499
EEZ1168	3	32	29.12	N		51	21	20.49	E	3.541423	51.355690
EEZ1169	3	32	55.70	N		51	21	39.14	E	3.548806	51.360872
EEZ1170	3	33	22.35	N		51	21	57.69	E	3.556208	51.366026
EEZ1171	3	33	49.04	N		51	22	16.20	E	3.563621	51.371166
EEZ1172	3	34	15.78	N		51	22	34.62	E	3.571049	51.376283
EEZ1173	3	34	42.57	N		51	22	52.97	E	3.578491	51.381380
EEZ1174	3	35	9.40	N		51	23	11.26	E	3.585944	51.386461
EEZ1175	3	35	36.27	N		51	23	29.48	E	3.593409	51.391523
EEZ1176	3	36	3.03	N		51	23	47.89	E	3.600840	51.396636
EEZ1177	3	36	29.77	N		51	24	6.30	E	3.608270	51.401751
EEZ1178	3	36	56.60	N		51	24	24.59	E	3.615723	51.406832
EEZ1179	3	37	23.45	N		51	24	42.86	E	3.623181	51.411905
EEZ1180	3	37	50.37	N		51	25	1.01	E	3.630660	51.416948
EEZ1181	3	38	17.33	N		51	25	19.12	E	3.638147	51.421978
EEZ1182	3	38	44.34	N		51	25	37.15	E	3.645650	51.426985
EEZ1183	3	39	11.40	N		51	25	55.10	E	3.653166	51.431972
EEZ1184	3	39	38.50	N		51	26	12.99	E	3.660694	51.436941
EEZ1185	3	40	5.66	N		51	26	30.79	E	3.668238	51.441886
EEZ1186	3	40	32.84	N		51	26	48.54	E	3.675790	51.446817
EEZ1187	3	41	0.10	N		51	27	6.19	E	3.683362	51.451719
EEZ1188	3	41	27.38	N		51	27	23.81	E	3.690939	51.456613
EEZ1189	3	41	54.74	N		51	27	41.30	E	3.698539	51.461471
EEZ1190	3	42	22.11	N		51	27	58.77	E	3.706142	51.466324
EEZ1191	3	42	49.56	N		51	28	16.11	E	3.713767	51.471142
EEZ1192	3	43	17.03	N		51	28	33.43	E	3.721397	51.475952
EEZ1193	3	43	44.57	N		51	28	50.64	E	3.729046	51.480732
EEZ1194	3	44	12.13	N		51	29	7.79	E	3.736704	51.485498
EEZ1195	3	44	39.76	N		51	29	24.87	E	3.744376	51.490240
EEZ1196	3	45	7.42	N		51	29	41.87	E	3.752061	51.494963
EEZ1197	3	45	35.13	N		51	29	58.80	E	3.759757	51.499667
EEZ1198	3	46	2.89	N		51	30	15.64	E	3.767469	51.504345
EEZ1199	3	46	30.68	N		51	30	32.44	E	3.775188	51.509011
EEZ1200	3	46	58.44	N		51	30	49.28	E	3.782900	51.513688
EEZ1201	3	47	26.06	N		51	31	6.35	E	3.790573	51.518429
EEZ1202	3	47	53.74	N		51	31	23.33	E	3.798261	51.523147
EEZ1203	3	48	21.44	N		51	31	40.27	E	3.805956	51.527852
EEZ1204	3	48	49.21	N		51	31	57.09	E	3.813670	51.532526
EEZ1205	3	49	17.00	N		51	32	13.89	E	3.821389	51.537193
EEZ1206	3	49	44.87	N		51	32	30.56	E	3.829130	51.541823
EEZ1207	3	50	12.74	N		51	32	47.21	E	3.836873	51.546448
EEZ1208	3	50	40.70	N		51	33	3.74	E	3.844638	51.551038
EEZ1209	3	51	8.67	N		51	33	20.23	E	3.852408	51.555619
EEZ1210	3	51	36.70	N		51	33	36.62	E	3.860194	51.560171
EEZ1211	3	52	4.24	N		51	33	53.80	E	3.867843	51.564945
EEZ1212	3	52	31.25	N		51	34	11.82	E	3.875348	51.569950
EEZ1213	3	52	58.35	N		51	34	29.72	E	3.882875	51.574922
EEZ1214	3	53	25.46	N		51	34	47.60	E	3.890405	51.579888
EEZ1215	3	53	52.64	N		51	35	5.36	E	3.897957	51.584823
EEZ1216	3	54	19.86	N		51	35	23.09	E	3.905515	51.589746

EEZ1217	3	54	47.13	N		51	35	40.71	E	3.913091	51.594643
EEZ1218	3	55	14.43	N		51	35	58.29	E	3.920676	51.599526
EEZ1219	3	55	41.72	N		51	36	15.89	E	3.928257	51.604415
EEZ1220	3	56	8.91	N		51	36	33.65	E	3.935809	51.609348
EEZ1221	3	56	36.16	N		51	36	51.32	E	3.943377	51.614257
EEZ1222	3	57	3.43	N		51	37	8.95	E	3.950953	51.619154
EEZ1223	3	57	30.77	N		51	37	26.47	E	3.958548	51.624021
EEZ1224	3	57	58.13	N		51	37	43.97	E	3.966148	51.628880
EEZ1225	3	58	25.58	N		51	38	1.33	E	3.973771	51.633704
EEZ1226	3	58	53.03	N		51	38	18.68	E	3.981396	51.638523
EEZ1227	3	59	20.07	N		51	38	36.67	E	3.988907	51.643518
EEZ1228	3	59	47.07	N		51	38	54.71	E	3.996409	51.648529
EEZ1229	4	0	14.13	N		51	39	12.67	E	4.003924	51.653520
EEZ1230	4	0	41.22	N		51	39	30.58	E	4.011450	51.658493
EEZ1231	4	1	8.37	N		51	39	48.40	E	4.018992	51.663444
EEZ1232	4	1	35.51	N		51	40	6.24	E	4.026530	51.668399
EEZ1233	4	2	2.60	N		51	40	24.15	E	4.034055	51.673375
EEZ1234	4	2	29.70	N		51	40	42.05	E	4.041582	51.678347
EEZ1235	4	2	56.88	N		51	40	59.82	E	4.049133	51.683283
EEZ1236	4	3	24.08	N		51	41	17.56	E	4.056689	51.688212
EEZ1237	4	3	51.35	N		51	41	35.20	E	4.064264	51.693111
EEZ1238	4	4	18.65	N		51	41	52.79	E	4.071847	51.697997
EEZ1239	4	4	46.01	N		51	42	10.29	E	4.079447	51.702858
EEZ1240	4	5	13.41	N		51	42	27.72	E	4.087058	51.707700
EEZ1241	4	5	40.85	N		51	42	45.08	E	4.094681	51.712523
EEZ1242	4	6	8.35	N		51	43	2.36	E	4.102320	51.717322
EEZ1243	4	6	35.88	N		51	43	19.59	E	4.109967	51.722108
EEZ1244	4	7	3.47	N		51	43	36.72	E	4.117631	51.726866
EEZ1245	4	7	31.05	N		51	43	53.86	E	4.125293	51.731627
EEZ1246	4	7	58.59	N		51	44	11.08	E	4.132941	51.736410
EEZ1247	4	8	26.18	N		51	44	28.21	E	4.140605	51.741169
EEZ1248	4	8	53.79	N		51	44	45.30	E	4.148275	51.745917
EEZ1249	4	9	21.48	N		51	45	2.28	E	4.155965	51.750633
EEZ1250	4	9	49.17	N		51	45	19.23	E	4.163659	51.755342
EEZ1251	4	10	16.95	N		51	45	36.05	E	4.171376	51.760015
EEZ1252	4	10	44.74	N		51	45	52.86	E	4.179095	51.764683
EEZ1253	4	11	12.47	N		51	46	9.76	E	4.186797	51.769379
EEZ1254	4	11	40.19	N		51	46	26.69	E	4.194497	51.774080
EEZ1255	4	12	7.97	N		51	46	43.50	E	4.202214	51.778751
EEZ1256	4	12	35.78	N		51	47	0.28	E	4.209938	51.783410
EEZ1257	4	13	3.64	N		51	47	16.96	E	4.217678	51.788043
EEZ1258	4	13	31.55	N		51	47	33.57	E	4.225429	51.792659
EEZ1259	4	13	59.49	N		51	47	50.11	E	4.233192	51.797253
EEZ1260	4	14	27.49	N		51	48	6.57	E	4.240969	51.801824
EEZ1261	4	14	55.52	N		51	48	22.97	E	4.248755	51.806380
EEZ1262	4	15	23.61	N		51	48	39.26	E	4.256558	51.810907
EEZ1263	4	15	51.72	N		51	48	55.53	E	4.264366	51.815424
EEZ1264	4	16	19.90	N		51	49	11.66	E	4.272194	51.819906
EEZ1265	4	16	48.09	N		51	49	27.78	E	4.280026	51.824383
EEZ1266	4	17	16.36	N		51	49	43.76	E	4.287878	51.828822
EEZ1267	4	17	44.65	N		51	49	59.71	E	4.295735	51.833254
EEZ1268	4	18	12.99	N		51	50	15.56	E	4.303609	51.837654
EEZ1269	4	18	41.37	N		51	50	31.35	E	4.311491	51.842041
EEZ1270	4	19	9.79	N		51	50	47.05	E	4.319387	51.846403
EEZ1271	4	19	38.26	N		51	51	2.68	E	4.327294	51.850745
EEZ1272	4	20	6.76	N		51	51	18.24	E	4.335211	51.855067
EEZ1273	4	20	35.31	N		51	51	33.71	E	4.343142	51.859364
EEZ1274	4	21	3.89	N		51	51	49.13	E	4.351081	51.863646
EEZ1275	4	21	32.53	N		51	52	4.43	E	4.359036	51.867898
EEZ1276	4	22	1.19	N		51	52	19.71	E	4.366996	51.872141
EEZ1277	4	22	29.84	N		51	52	34.99	E	4.374955	51.876387
EEZ1278	4	22	58.43	N		51	52	50.38	E	4.382898	51.880661
EEZ1279	4	23	27.09	N		51	53	5.66	E	4.390858	51.884905
EEZ1280	4	23	55.76	N		51	53	20.91	E	4.398822	51.889141
EEZ1281	4	24	24.47	N		51	53	36.08	E	4.406796	51.893355

EEZ1282	4	24	53.11	N		51	53	51.39	E	4.414752	51.897607
EEZ1283	4	25	21.76	N		51	54	6.66	E	4.422712	51.901851
EEZ1284	4	25	50.48	N		51	54	21.82	E	4.430689	51.906062
EEZ1285	4	26	19.21	N		51	54	36.96	E	4.438669	51.910266
EEZ1286	4	26	48.01	N		51	54	51.96	E	4.446670	51.914432
EEZ1287	4	27	16.82	N		51	55	6.93	E	4.454673	51.918592
EEZ1288	4	27	45.70	N		51	55	21.78	E	4.462695	51.922717
EEZ1289	4	28	14.60	N		51	55	36.59	E	4.470722	51.926832
EEZ1290	4	28	43.55	N		51	55	51.30	E	4.478764	51.930917
EEZ1291	4	29	12.53	N		51	56	5.95	E	4.486815	51.934985
EEZ1292	4	29	41.56	N		51	56	20.51	E	4.494877	51.939030
EEZ1293	4	30	10.51	N		51	56	35.21	E	4.502919	51.943114
EEZ1294	4	30	39.32	N		51	56	50.20	E	4.510921	51.947278
EEZ1295	4	31	8.17	N		51	57	5.10	E	4.518936	51.951416
EEZ1296	4	31	37.05	N		51	57	19.95	E	4.526958	51.955542
EEZ1297	4	32	5.99	N		51	57	34.68	E	4.534996	51.959634
EEZ1298	4	32	34.94	N		51	57	49.39	E	4.543038	51.963720
EEZ1299	4	33	3.96	N		51	58	3.96	E	4.551099	51.967767
EEZ1300	4	33	32.99	N		51	58	18.51	E	4.559164	51.971808
EEZ1301	4	34	2.08	N		51	58	32.93	E	4.567245	51.975814
EEZ1302	4	34	31.20	N		51	58	47.31	E	4.575332	51.979809
EEZ1303	4	35	0.36	N		51	59	1.59	E	4.583434	51.983774
EEZ1304	4	35	29.56	N		51	59	15.80	E	4.591544	51.987724
EEZ1305	4	35	58.79	N		51	59	29.94	E	4.599665	51.991649
EEZ1306	4	36	28.07	N		51	59	43.99	E	4.607796	51.995552
EEZ1307	4	36	57.37	N		51	59	57.97	E	4.615937	51.999436
EEZ1308	4	37	26.73	N		52	0	11.85	E	4.624091	52.003293
EEZ1309	4	37	56.10	N		52	0	25.69	E	4.632250	52.007137
EEZ1310	4	38	25.53	N		52	0	39.41	E	4.640425	52.010947
EEZ1311	4	38	54.97	N		52	0	53.10	E	4.648604	52.014751
EEZ1312	4	39	24.47	N		52	1	6.68	E	4.656797	52.018523
EEZ1313	4	39	53.87	N		52	1	20.46	E	4.664965	52.022350
EEZ1314	4	40	23.30	N		52	1	34.18	E	4.673140	52.026161
EEZ1315	4	40	52.74	N		52	1	47.88	E	4.681318	52.029966
EEZ1316	4	41	22.25	N		52	2	1.44	E	4.689513	52.033732
EEZ1317	4	41	51.76	N		52	2	14.97	E	4.697712	52.037493
EEZ1318	4	42	21.34	N		52	2	28.38	E	4.705927	52.041216
EEZ1319	4	42	50.93	N		52	2	41.75	E	4.714146	52.044930
EEZ1320	4	43	20.57	N		52	2	55.00	E	4.722380	52.048612
EEZ1321	4	43	50.23	N		52	3	8.20	E	4.730621	52.052279
EEZ1322	4	44	19.94	N		52	3	21.31	E	4.738872	52.055920
EEZ1323	4	44	49.68	N		52	3	34.35	E	4.747133	52.059540
EEZ1324	4	45	19.45	N		52	3	47.31	E	4.755403	52.063140
EEZ1325	4	45	49.20	N		52	4	0.31	E	4.763667	52.066753
EEZ1326	4	46	18.64	N		52	4	14.02	E	4.771843	52.070562
EEZ1327	4	46	48.06	N		52	4	27.75	E	4.780018	52.074375
EEZ1328	4	47	17.45	N		52	4	41.56	E	4.788181	52.078211
EEZ1329	4	47	46.89	N		52	4	55.26	E	4.796359	52.082017
EEZ1330	4	48	16.35	N		52	5	8.93	E	4.804541	52.085814
EEZ1331	4	48	45.86	N		52	5	22.49	E	4.812738	52.089580
EEZ1332	4	49	15.39	N		52	5	35.99	E	4.820941	52.093330
EEZ1333	4	49	44.96	N		52	5	49.40	E	4.829156	52.097054
EEZ1334	4	50	14.57	N		52	6	2.73	E	4.837380	52.100758
EEZ1335	4	50	44.21	N		52	6	15.99	E	4.845614	52.104442
EEZ1336	4	51	13.89	N		52	6	29.15	E	4.853859	52.108099
EEZ1337	4	51	43.60	N		52	6	42.27	E	4.862110	52.111741
EEZ1338	4	52	13.35	N		52	6	55.26	E	4.870376	52.115351
EEZ1339	4	52	43.12	N		52	7	8.23	E	4.878645	52.118953
EEZ1340	4	53	12.95	N		52	7	21.06	E	4.886931	52.122516
EEZ1341	4	53	42.79	N		52	7	33.86	E	4.895220	52.126073
EEZ1342	4	54	12.69	N		52	7	46.53	E	4.903525	52.129592
EEZ1343	4	54	42.60	N		52	7	59.17	E	4.911833	52.133101
EEZ1344	4	55	12.56	N		52	8	11.69	E	4.920155	52.136579
EEZ1345	4	55	42.54	N		52	8	24.15	E	4.928483	52.140042
EEZ1346	4	56	12.56	N		52	8	36.52	E	4.936822	52.143478

EEZ1347	4	56	42.61	N		52	8	48.82	E	4.945170	52.146893
EEZ1348	4	57	12.69	N		52	9	1.04	E	4.953526	52.150288
EEZ1349	4	57	42.81	N		52	9	13.16	E	4.961892	52.153656
EEZ1350	4	58	12.95	N		52	9	25.23	E	4.970265	52.157009
EEZ1351	4	58	43.14	N		52	9	37.19	E	4.978651	52.160329
EEZ1352	4	59	13.34	N		52	9	49.11	E	4.987040	52.163641
EEZ1353	4	59	43.50	N		52	10	1.13	E	4.995418	52.166980
EEZ1354	5	0	13.68	N		52	10	13.11	E	5.003800	52.170309
EEZ1355	5	0	43.88	N		52	10	25.04	E	5.012189	52.173621
EEZ1356	5	1	14.12	N		52	10	36.86	E	5.020589	52.176905
EEZ1357	5	1	44.38	N		52	10	48.63	E	5.028994	52.180176
EEZ1358	5	2	14.68	N		52	11	0.28	E	5.037412	52.183412
EEZ1359	5	2	45.00	N		52	11	11.91	E	5.045834	52.186640
EEZ1360	5	3	15.37	N		52	11	23.38	E	5.054270	52.189829
EEZ1361	5	3	45.75	N		52	11	34.84	E	5.062709	52.193011
EEZ1362	5	4	16.18	N		52	11	46.16	E	5.071161	52.196156
EEZ1363	5	4	46.62	N		52	11	57.44	E	5.079618	52.199290
EEZ1364	5	5	17.11	N		52	12	8.61	E	5.088086	52.202393
EEZ1365	5	5	47.62	N		52	12	19.72	E	5.096560	52.205479
EEZ1366	5	6	18.16	N		52	12	30.74	E	5.105043	52.208540
EEZ1367	5	6	48.73	N		52	12	41.68	E	5.113535	52.211577
EEZ1368	5	7	19.32	N		52	12	52.55	E	5.122033	52.214596
EEZ1369	5	7	49.95	N		52	13	3.31	E	5.130542	52.217586
EEZ1370	5	8	20.60	N		52	13	14.02	E	5.139055	52.220562
EEZ1371	5	8	51.29	N		52	13	24.61	E	5.147580	52.223503
EEZ1372	5	9	21.99	N		52	13	35.17	E	5.156108	52.226437
EEZ1373	5	9	52.74	N		52	13	45.59	E	5.164649	52.229329
EEZ1374	5	10	23.50	N		52	13	55.98	E	5.173193	52.232216
EEZ1375	5	10	54.30	N		52	14	6.23	E	5.181749	52.235065
EEZ1376	5	11	25.11	N		52	14	16.45	E	5.190309	52.237903
EEZ1377	5	11	55.97	N		52	14	26.55	E	5.198880	52.240709
EEZ1378	5	12	26.84	N		52	14	36.59	E	5.207455	52.243498
EEZ1379	5	12	57.74	N		52	14	46.54	E	5.216039	52.246262
EEZ1380	5	13	28.62	N		52	14	56.56	E	5.224617	52.249046
EEZ1381	5	13	59.48	N		52	15	6.64	E	5.233190	52.251844
EEZ1382	5	14	30.39	N		52	15	16.59	E	5.241774	52.254608
EEZ1383	5	15	1.30	N		52	15	26.50	E	5.250361	52.257362
EEZ1384	5	15	32.25	N		52	15	36.30	E	5.258958	52.260084
EEZ1385	5	16	3.22	N		52	15	46.04	E	5.267561	52.262789
EEZ1386	5	16	34.22	N		52	15	55.69	E	5.276171	52.265468
EEZ1387	5	17	5.24	N		52	16	5.25	E	5.284789	52.268124
EEZ1388	5	17	36.29	N		52	16	14.74	E	5.293413	52.270760
EEZ1389	5	18	7.36	N		52	16	24.12	E	5.302045	52.273368
EEZ1390	5	18	38.46	N		52	16	33.46	E	5.310682	52.275961
EEZ1391	5	19	9.59	N		52	16	42.67	E	5.319329	52.278519
EEZ1392	5	19	40.72	N		52	16	51.85	E	5.327979	52.281069
EEZ1393	5	20	7.83	N		52	17	9.32	E	5.335508	52.285922
EEZ1394	5	20	34.22	N		52	17	28.28	E	5.342840	52.291188
EEZ1395	5	21	0.65	N		52	17	47.19	E	5.350181	52.296443
EEZ1396	5	21	26.91	N		52	18	6.35	E	5.357475	52.301763
EEZ1397	5	21	53.21	N		52	18	25.45	E	5.364780	52.307069
EEZ1398	5	22	19.55	N		52	18	44.49	E	5.372096	52.312357
EEZ1399	5	22	45.94	N		52	19	3.46	E	5.379427	52.317627
EEZ1400	5	23	12.32	N		52	19	22.44	E	5.386755	52.322900
EEZ1401	5	23	38.60	N		52	19	41.56	E	5.394055	52.328211
EEZ1402	5	24	4.94	N		52	20	0.60	E	5.401372	52.333500
EEZ1403	5	24	31.31	N		52	20	19.59	E	5.408699	52.338776
EEZ1404	5	24	57.75	N		52	20	38.50	E	5.416041	52.344029
EEZ1405	5	25	24.23	N		52	20	57.34	E	5.423397	52.349262
EEZ1406	5	25	50.76	N		52	21	16.12	E	5.430766	52.354478
EEZ1407	5	26	17.35	N		52	21	34.81	E	5.438152	52.359670
EEZ1408	5	26	43.97	N		52	21	53.46	E	5.445546	52.364849
EEZ1409	5	27	10.66	N		52	22	11.99	E	5.452961	52.369999
EEZ1410	5	27	37.37	N		52	22	30.51	E	5.460381	52.375141
EEZ1411	5	28	4.17	N		52	22	48.89	E	5.467825	52.380248

EEZ1412	5	28	30.98	N		52	23	7.26	E	5.475273	52.385350
EEZ1413	5	28	57.88	N		52	23	25.51	E	5.482743	52.390418
EEZ1414	5	29	24.78	N		52	23	43.73	E	5.490217	52.395481
EEZ1415	5	29	51.62	N		52	24	2.06	E	5.497672	52.400572
EEZ1416	5	30	18.44	N		52	24	20.42	E	5.505122	52.405671
EEZ1417	5	30	45.33	N		52	24	38.66	E	5.512592	52.410740
EEZ1418	5	31	12.25	N		52	24	56.87	E	5.520070	52.415798
EEZ1419	5	31	39.23	N		52	25	14.99	E	5.527565	52.420830
EEZ1420	5	32	6.25	N		52	25	33.06	E	5.535068	52.425849
EEZ1421	5	32	33.23	N		52	25	51.17	E	5.542563	52.430882
EEZ1422	5	33	0.12	N		52	26	9.42	E	5.550034	52.435949
EEZ1423	5	33	27.09	N		52	26	27.55	E	5.557526	52.440986
EEZ1424	5	33	54.07	N		52	26	45.67	E	5.565021	52.446019
EEZ1425	5	34	21.14	N		52	27	3.65	E	5.572540	52.451014
EEZ1426	5	34	48.23	N		52	27	21.61	E	5.580063	52.456003
EEZ1427	5	35	15.39	N		52	27	39.46	E	5.587608	52.460961
EEZ1428	5	35	42.57	N		52	27	57.27	E	5.595159	52.465907
EEZ1429	5	36	9.82	N		52	28	14.98	E	5.602728	52.470827
EEZ1430	5	36	37.11	N		52	28	32.63	E	5.610307	52.475731
EEZ1431	5	37	4.44	N		52	28	50.21	E	5.617900	52.480613
EEZ1432	5	37	31.82	N		52	29	7.70	E	5.625507	52.485473
EEZ1433	5	37	59.25	N		52	29	25.14	E	5.633124	52.490318
EEZ1434	5	38	26.71	N		52	29	42.52	E	5.640751	52.495145
EEZ1435	5	38	54.14	N		52	29	59.95	E	5.648371	52.499985
EEZ1436	5	39	21.62	N		52	30	17.29	E	5.656005	52.504803
EEZ1437	5	39	49.12	N		52	30	34.60	E	5.663646	52.509610
EEZ1438	5	40	16.70	N		52	30	51.79	E	5.671305	52.514386
EEZ1439	5	40	44.29	N		52	31	8.96	E	5.678970	52.519154
EEZ1440	5	41	11.96	N		52	31	25.99	E	5.686657	52.523887
EEZ1441	5	41	39.64	N		52	31	43.01	E	5.694346	52.528615
EEZ1442	5	42	7.30	N		52	32	0.08	E	5.702027	52.533356
EEZ1443	5	42	34.97	N		52	32	17.11	E	5.709714	52.538087
EEZ1444	5	43	2.66	N		52	32	34.13	E	5.717405	52.542813
EEZ1445	5	43	30.42	N		52	32	51.02	E	5.725116	52.547505
EEZ1446	5	43	58.20	N		52	33	7.87	E	5.732834	52.552187
EEZ1447	5	44	26.04	N		52	33	24.63	E	5.740568	52.556841
EEZ1448	5	44	53.92	N		52	33	41.32	E	5.748312	52.561479
EEZ1449	5	45	21.85	N		52	33	57.94	E	5.756069	52.566095
EEZ1450	5	45	49.82	N		52	34	14.48	E	5.763839	52.570688
EEZ1451	5	46	17.83	N		52	34	30.96	E	5.771618	52.575265
EEZ1452	5	46	45.89	N		52	34	47.33	E	5.779414	52.579814
EEZ1453	5	47	13.98	N		52	35	3.67	E	5.787216	52.584353
EEZ1454	5	47	42.14	N		52	35	19.89	E	5.795038	52.588857
EEZ1455	5	48	10.30	N		52	35	36.08	E	5.802862	52.593356
EEZ1456	5	48	38.55	N		52	35	52.14	E	5.810709	52.597817
EEZ1457	5	49	6.81	N		52	36	8.18	E	5.818559	52.602271
EEZ1458	5	49	35.14	N		52	36	24.09	E	5.826427	52.606693
EEZ1459	5	50	3.49	N		52	36	39.97	E	5.834302	52.611102
EEZ1460	5	50	31.89	N		52	36	55.74	E	5.842192	52.615484
EEZ1461	5	51	0.33	N		52	37	11.46	E	5.850092	52.619849
EEZ1462	5	51	28.81	N		52	37	27.09	E	5.858004	52.624192
EEZ1463	5	51	57.34	N		52	37	42.64	E	5.865929	52.628511
EEZ1464	5	52	25.90	N		52	37	58.13	E	5.873861	52.632815
EEZ1465	5	52	54.52	N		52	38	13.52	E	5.881810	52.637089
EEZ1466	5	53	23.15	N		52	38	28.87	E	5.889764	52.641354
EEZ1467	5	53	51.85	N		52	38	44.11	E	5.897735	52.645586
EEZ1468	5	54	20.53	N		52	38	59.38	E	5.905702	52.649827
EEZ1469	5	54	49.22	N		52	39	14.62	E	5.913672	52.654061
EEZ1470	5	55	17.93	N		52	39	29.83	E	5.921647	52.658286
EEZ1471	5	55	46.70	N		52	39	44.92	E	5.929639	52.662478
EEZ1472	5	56	15.48	N		52	39	59.99	E	5.937635	52.666663
EEZ1473	5	56	44.34	N		52	40	14.92	E	5.945650	52.670810
EEZ1474	5	57	13.21	N		52	40	29.82	E	5.953669	52.674951
EEZ1475	5	57	42.14	N		52	40	44.60	E	5.961705	52.679056
EEZ1476	5	58	11.09	N		52	40	59.35	E	5.969747	52.683151

EEZ1477	5	58	40.09	N		52	41	13.98	E	5.977804	52.687217
EEZ1478	5	59	9.13	N		52	41	28.56	E	5.985869	52.691266
EEZ1479	5	59	38.20	N		52	41	43.05	E	5.993945	52.695292
EEZ1480	6	0	7.30	N		52	41	57.49	E	6.002029	52.699303
EEZ1481	6	0	36.33	N		52	42	12.08	E	6.010093	52.703354
EEZ1482	6	1	5.41	N		52	42	26.58	E	6.018168	52.707383
EEZ1483	6	1	34.36	N		52	42	41.31	E	6.026212	52.711474
EEZ1484	6	2	3.20	N		52	42	56.27	E	6.034223	52.715631
EEZ1485	6	2	32.06	N		52	43	11.20	E	6.042238	52.719777
EEZ1486	6	3	0.97	N		52	43	26.01	E	6.050271	52.723892
EEZ1487	6	3	29.90	N		52	43	40.80	E	6.058307	52.727999
EEZ1488	6	3	58.90	N		52	43	55.45	E	6.066362	52.732068
EEZ1489	6	4	27.91	N		52	44	10.07	E	6.074420	52.736132
EEZ1490	6	4	56.99	N		52	44	24.57	E	6.082497	52.740158
EEZ1491	6	5	26.08	N		52	44	39.03	E	6.090578	52.744176
EEZ1492	6	5	55.23	N		52	44	53.38	E	6.098674	52.748162
EEZ1493	6	6	24.39	N		52	45	7.69	E	6.106776	52.752135
EEZ1494	6	6	53.60	N		52	45	21.91	E	6.114890	52.756086
EEZ1495	6	7	19.19	N		52	45	41.96	E	6.121996	52.761655
EEZ1496	6	7	44.73	N		52	46	2.09	E	6.129091	52.767247
EEZ1497	6	8	10.28	N		52	46	22.21	E	6.136189	52.772836
EEZ1498	6	8	35.93	N		52	46	42.20	E	6.143315	52.778389
EEZ1499	6	9	1.60	N		52	47	2.17	E	6.150444	52.783937
EEZ1500	6	9	27.35	N		52	47	22.04	E	6.157597	52.789455
EEZ1501	6	9	53.13	N		52	47	41.86	E	6.164758	52.794962
EEZ1502	6	10	18.98	N		52	48	1.60	E	6.171938	52.800445
EEZ1503	6	10	44.87	N		52	48	21.28	E	6.179130	52.805911
EEZ1504	6	11	10.81	N		52	48	40.89	E	6.186337	52.811357
EEZ1505	6	11	36.82	N		52	49	0.42	E	6.193560	52.816782
EEZ1506	6	12	2.86	N		52	49	19.89	E	6.200794	52.822193
EEZ1507	6	12	28.97	N		52	49	39.28	E	6.208048	52.827576
EEZ1508	6	12	55.11	N		52	49	58.62	E	6.215308	52.832951
EEZ1509	6	13	21.33	N		52	50	17.86	E	6.222592	52.838293
EEZ1510	6	13	47.57	N		52	50	37.07	E	6.229880	52.843630
EEZ1511	6	14	13.89	N		52	50	56.16	E	6.237193	52.848932
EEZ1512	6	14	40.24	N		52	51	15.22	E	6.244511	52.854227
EEZ1513	6	15	6.66	N		52	51	34.17	E	6.251850	52.859493
EEZ1514	6	15	33.11	N		52	51	53.09	E	6.259198	52.864746
EEZ1515	6	15	59.62	N		52	52	11.91	E	6.266562	52.869975
EEZ1516	6	16	26.18	N		52	52	30.67	E	6.273940	52.875187
EEZ1517	6	16	52.79	N		52	52	49.36	E	6.281331	52.880379
EEZ1518	6	17	19.45	N		52	53	7.97	E	6.288737	52.885548
EEZ1519	6	17	46.15	N		52	53	26.53	E	6.296153	52.890704
EEZ1520	6	18	12.92	N		52	53	44.99	E	6.303589	52.895831
EEZ1521	6	18	39.71	N		52	54	3.42	E	6.311031	52.900949
EEZ1522	6	19	6.58	N		52	54	21.72	E	6.318496	52.906034
EEZ1523	6	19	33.47	N		52	54	40.00	E	6.325964	52.911112
EEZ1524	6	20	0.44	N		52	54	58.16	E	6.333456	52.916157
EEZ1525	6	20	27.43	N		52	55	16.29	E	6.340953	52.921193
EEZ1526	6	20	54.49	N		52	55	34.32	E	6.348469	52.926200
EEZ1527	6	21	21.58	N		52	55	52.30	E	6.355995	52.931193
EEZ1528	6	21	48.73	N		52	56	10.19	E	6.363536	52.936163
EEZ1529	6	22	15.92	N		52	56	28.01	E	6.371089	52.941113
EEZ1530	6	22	43.16	N		52	56	45.76	E	6.378655	52.946045
EEZ1531	6	23	10.45	N		52	57	3.43	E	6.386236	52.950952
EEZ1532	6	23	37.77	N		52	57	21.05	E	6.393826	52.955847
EEZ1533	6	24	5.16	N		52	57	38.56	E	6.401435	52.960710
EEZ1534	6	24	32.57	N		52	57	56.04	E	6.409048	52.965567
EEZ1535	6	25	0.06	N		52	58	13.39	E	6.416685	52.970387
EEZ1536	6	25	27.57	N		52	58	30.73	E	6.424325	52.975202
EEZ1537	6	25	55.15	N		52	58	47.94	E	6.431986	52.979983
EEZ1538	6	26	22.75	N		52	59	5.11	E	6.439653	52.984754
EEZ1539	6	26	50.41	N		52	59	22.19	E	6.447337	52.989496
EEZ1540	6	27	18.11	N		52	59	39.20	E	6.455031	52.994223
EEZ1541	6	27	45.86	N		52	59	56.14	E	6.462739	52.998928

EEZ1542	6	28	13.65	N		53	0	13.00	E	6.470459	53.003611
EEZ1543	6	28	41.48	N		53	0	29.80	E	6.478190	53.008277
EEZ1544	6	29	9.37	N		53	0	46.50	E	6.485937	53.012916
EEZ1545	6	29	37.29	N		53	1	3.16	E	6.493691	53.017543
EEZ1546	6	30	5.27	N		53	1	19.70	E	6.501464	53.022138
EEZ1547	6	30	33.26	N		53	1	36.22	E	6.509240	53.026727
EEZ1548	6	31	1.34	N		53	1	52.60	E	6.517039	53.031277
EEZ1549	6	31	29.43	N		53	2	8.96	E	6.524841	53.035822
EEZ1550	6	31	57.58	N		53	2	25.20	E	6.532662	53.040333
EEZ1551	6	32	25.76	N		53	2	41.40	E	6.540490	53.044834
EEZ1552	6	32	54.00	N		53	2	57.50	E	6.548333	53.049306
EEZ1553	6	33	22.27	N		53	3	13.54	E	6.556186	53.053761
EEZ1554	6	33	50.58	N		53	3	29.50	E	6.564051	53.058194
EEZ1555	6	34	18.95	N		53	3	45.38	E	6.571929	53.062605
EEZ1556	6	34	47.34	N		53	4	1.20	E	6.579816	53.066999
EEZ1557	6	35	15.79	N		53	4	16.91	E	6.587719	53.071365
EEZ1558	6	35	44.26	N		53	4	32.59	E	6.595628	53.075719
EEZ1559	6	36	12.80	N		53	4	48.14	E	6.603555	53.080040
EEZ1560	6	36	41.35	N		53	5	3.68	E	6.611485	53.084355
EEZ1561	6	37	9.97	N		53	5	19.07	E	6.619436	53.088631
EEZ1562	6	37	38.61	N		53	5	34.44	E	6.627390	53.092900
EEZ1563	6	38	7.31	N		53	5	49.69	E	6.635363	53.097136
EEZ1564	6	38	36.03	N		53	6	4.90	E	6.643340	53.101362
EEZ1565	6	39	4.79	N		53	6	20.02	E	6.651331	53.105562
EEZ1566	6	39	32.18	N		53	6	37.49	E	6.658939	53.110414
EEZ1567	6	39	59.23	N		53	6	55.54	E	6.666454	53.115427
EEZ1568	6	40	26.31	N		53	7	13.54	E	6.673976	53.120428
EEZ1569	6	40	53.46	N		53	7	31.45	E	6.681515	53.125403
EEZ1570	6	41	20.64	N		53	7	49.30	E	6.689066	53.130362
EEZ1571	6	41	47.87	N		53	8	7.08	E	6.696630	53.135299
EEZ1572	6	42	15.15	N		53	8	24.77	E	6.704208	53.140215
EEZ1573	6	42	42.46	N		53	8	42.41	E	6.711796	53.145114
EEZ1574	6	43	9.85	N		53	8	59.95	E	6.719401	53.149987
EEZ1575	6	43	37.25	N		53	9	17.45	E	6.727014	53.154848
EEZ1576	6	44	4.73	N		53	9	34.84	E	6.734647	53.159677
EEZ1577	6	44	32.22	N		53	9	52.20	E	6.742283	53.164500
EEZ1578	6	44	59.80	N		53	10	9.43	E	6.749943	53.169286
EEZ1579	6	45	27.38	N		53	10	26.64	E	6.757607	53.174066
EEZ1580	6	45	55.04	N		53	10	43.73	E	6.765290	53.178813
EEZ1581	6	46	22.73	N		53	11	0.78	E	6.772981	53.183549
EEZ1582	6	46	50.47	N		53	11	17.73	E	6.780687	53.188258
EEZ1583	6	47	18.26	N		53	11	34.62	E	6.788404	53.192950
EEZ1584	6	47	46.08	N		53	11	51.44	E	6.796134	53.197621
EEZ1585	6	48	13.96	N		53	12	8.17	E	6.803878	53.202269
EEZ1586	6	48	41.87	N		53	12	24.85	E	6.811630	53.206901
EEZ1587	6	49	9.84	N		53	12	41.42	E	6.819400	53.211505
EEZ1588	6	49	37.83	N		53	12	57.96	E	6.827175	53.216099
EEZ1589	6	50	5.89	N		53	13	14.37	E	6.834970	53.220658
EEZ1590	6	50	33.97	N		53	13	30.76	E	6.842769	53.225211
EEZ1591	6	51	2.12	N		53	13	47.02	E	6.850589	53.229727
EEZ1592	6	51	30.29	N		53	14	3.25	E	6.858414	53.234236
EEZ1593	6	51	58.52	N		53	14	19.37	E	6.866256	53.238713
EEZ1594	6	52	26.78	N		53	14	35.44	E	6.874105	53.243178
EEZ1595	6	52	55.09	N		53	14	51.42	E	6.881970	53.247616
EEZ1596	6	53	23.44	N		53	15	7.33	E	6.889844	53.252035
EEZ1597	6	53	51.83	N		53	15	23.16	E	6.897730	53.256434
EEZ1598	6	54	20.27	N		53	15	38.91	E	6.905630	53.260808
EEZ1599	6	54	48.73	N		53	15	54.61	E	6.913537	53.265168
EEZ1600	6	55	17.26	N		53	16	10.19	E	6.921461	53.269497
EEZ1601	6	55	45.80	N		53	16	25.74	E	6.929390	53.273818
EEZ1602	6	56	14.42	N		53	16	41.17	E	6.937338	53.278102
EEZ1603	6	56	43.04	N		53	16	56.57	E	6.945290	53.282380
EEZ1604	6	57	11.74	N		53	17	11.84	E	6.953261	53.286621
EEZ1605	6	57	40.45	N		53	17	27.07	E	6.961236	53.290854
EEZ1606	6	58	9.22	N		53	17	42.20	E	6.969228	53.295055

EEZ1607	6	58	38.02	N		53	17	57.27	E	6.977227	53.299242
EEZ1608	6	59	6.86	N		53	18	12.25	E	6.985239	53.303404
EEZ1609	6	59	35.74	N		53	18	27.16	E	6.993262	53.307545
EEZ1610	7	0	4.66	N		53	18	42.00	E	7.001294	53.311667
EEZ1611	7	0	33.62	N		53	18	56.75	E	7.009340	53.315763
EEZ1612	7	1	2.61	N		53	19	11.44	E	7.017393	53.319845
EEZ1613	7	1	31.66	N		53	19	26.02	E	7.025462	53.323894
EEZ1614	7	2	0.72	N		53	19	40.57	E	7.033534	53.327936
EEZ1615	7	2	29.85	N		53	19	54.98	E	7.041626	53.331940
EEZ1616	7	2	58.99	N		53	20	9.37	E	7.049720	53.335937
EEZ1617	7	3	28.20	N		53	20	23.63	E	7.057832	53.339898
EEZ1618	7	3	57.42	N		53	20	37.86	E	7.065949	53.343850
EEZ1619	7	4	26.69	N		53	20	51.97	E	7.074081	53.347771
EEZ1620	7	4	55.99	N		53	21	6.03	E	7.082220	53.351676
EEZ1621	7	5	25.33	N		53	21	20.00	E	7.090370	53.355556
EEZ1622	7	5	54.71	N		53	21	33.90	E	7.098530	53.359416
EEZ1623	7	6	24.11	N		53	21	47.73	E	7.106698	53.363259
EEZ1624	7	6	53.47	N		53	22	1.68	E	7.114852	53.367133
EEZ1625	7	7	22.87	N		53	22	15.53	E	7.123019	53.370979
EEZ1626	7	7	52.28	N		53	22	29.35	E	7.131188	53.374819
EEZ1627	7	8	19.02	N		53	22	47.83	E	7.138615	53.379953
EEZ1628	7	8	45.61	N		53	23	6.58	E	7.146002	53.385160
EEZ1629	7	9	12.25	N		53	23	25.26	E	7.153401	53.390349
EEZ1630	7	9	38.93	N		53	23	43.87	E	7.160814	53.395520
EEZ1631	7	10	5.67	N		53	24	2.40	E	7.168242	53.400666
EEZ1632	7	10	32.45	N		53	24	20.88	E	7.175680	53.405800
EEZ1633	7	10	59.29	N		53	24	39.26	E	7.183137	53.410904
EEZ1634	7	11	26.16	N		53	24	57.60	E	7.190600	53.416001
EEZ1635	7	11	53.11	N		53	25	15.82	E	7.198086	53.421062
EEZ1636	7	12	20.07	N		53	25	34.03	E	7.205576	53.426118
EEZ1637	7	12	47.12	N		53	25	52.11	E	7.213088	53.431140
EEZ1638	7	13	14.18	N		53	26	10.15	E	7.220607	53.436154
EEZ1639	7	13	41.32	N		53	26	28.10	E	7.228144	53.441138
EEZ1640	7	14	8.48	N		53	26	45.99	E	7.235690	53.446108
EEZ1641	7	14	35.71	N		53	27	3.80	E	7.243252	53.451055
EEZ1642	7	15	2.97	N		53	27	21.54	E	7.250826	53.455982
EEZ1643	7	15	30.28	N		53	27	39.21	E	7.258412	53.460892
EEZ1644	7	15	57.65	N		53	27	56.79	E	7.266014	53.465775
EEZ1645	7	16	25.05	N		53	28	14.33	E	7.273624	53.470647
EEZ1646	7	16	52.51	N		53	28	31.75	E	7.281253	53.475487
EEZ1647	7	17	19.99	N		53	28	49.15	E	7.288887	53.480320
EEZ1648	7	17	47.56	N		53	29	6.42	E	7.296543	53.485117
EEZ1649	7	18	15.13	N		53	29	23.67	E	7.304203	53.489908
EEZ1650	7	18	42.78	N		53	29	40.80	E	7.311884	53.494666
EEZ1651	7	19	10.45	N		53	29	57.89	E	7.319570	53.499415
EEZ1652	7	19	38.16	N		53	30	14.93	E	7.327265	53.504148
EEZ1653	7	20	5.75	N		53	30	32.15	E	7.334930	53.508931
EEZ1654	7	20	33.40	N		53	30	49.28	E	7.342611	53.513689
EEZ1655	7	21	1.08	N		53	31	6.37	E	7.350299	53.518436
EEZ1656	7	21	28.81	N		53	31	23.36	E	7.358003	53.523155
EEZ1657	7	21	56.58	N		53	31	40.29	E	7.365717	53.527858
EEZ1658	7	22	24.40	N		53	31	57.14	E	7.373444	53.532539
EEZ1659	7	22	52.26	N		53	32	13.91	E	7.381184	53.537198
EEZ1660	7	23	20.16	N		53	32	30.63	E	7.388934	53.541840
EEZ1661	7	23	48.12	N		53	32	47.24	E	7.396701	53.546455
EEZ1662	7	24	16.10	N		53	33	3.81	E	7.404473	53.551059
EEZ1663	7	24	44.16	N		53	33	20.26	E	7.412266	53.555629
EEZ1664	7	25	12.22	N		53	33	36.70	E	7.420061	53.560194
EEZ1665	7	25	40.36	N		53	33	52.99	E	7.427879	53.564720
EEZ1666	7	26	8.52	N		53	34	9.26	E	7.435700	53.569240
EEZ1667	7	26	36.74	N		53	34	25.42	E	7.443540	53.573727
EEZ1668	7	27	4.99	N		53	34	41.53	E	7.451387	53.578202
EEZ1669	7	27	33.29	N		53	34	57.54	E	7.459248	53.582650
EEZ1670	7	28	1.63	N		53	35	13.49	E	7.467120	53.587081
EEZ1671	7	28	30.01	N		53	35	29.36	E	7.475004	53.591490

EEZ1672	7	28	58.44	N		53	35	45.15	E	7.482900	53.595875
EEZ1673	7	29	26.90	N		53	36	0.88	E	7.490805	53.600245
EEZ1674	7	29	55.41	N		53	36	16.51	E	7.498726	53.604585
EEZ1675	7	30	23.95	N		53	36	32.10	E	7.506653	53.608915
EEZ1676	7	30	52.55	N		53	36	47.56	E	7.514598	53.613210
EEZ1677	7	31	21.17	N		53	37	3.00	E	7.522546	53.617500
EEZ1678	7	31	49.85	N		53	37	18.30	E	7.530515	53.621751
EEZ1679	7	32	18.55	N		53	37	33.58	E	7.538487	53.625994
EEZ1680	7	32	47.32	N		53	37	48.74	E	7.546477	53.630206
EEZ1681	7	33	16.10	N		53	38	3.85	E	7.554473	53.634404
EEZ1682	7	33	44.94	N		53	38	18.87	E	7.562483	53.638575
EEZ1683	7	34	13.81	N		53	38	33.82	E	7.570503	53.642728
EEZ1684	7	34	42.72	N		53	38	48.69	E	7.578533	53.646860
EEZ1685	7	35	11.67	N		53	39	3.48	E	7.586576	53.650966
EEZ1686	7	35	40.66	N		53	39	18.21	E	7.594627	53.655058
EEZ1687	7	36	9.69	N		53	39	32.83	E	7.602693	53.659118
EEZ1688	7	36	38.75	N		53	39	47.41	E	7.610763	53.663170
EEZ1689	7	37	7.35	N		53	40	2.81	E	7.618708	53.667448
EEZ1690	7	37	35.00	N		53	40	19.95	E	7.626389	53.672209
EEZ1691	7	38	2.70	N		53	40	37.00	E	7.634084	53.676946
EEZ1692	7	38	30.43	N		53	40	54.01	E	7.641787	53.681670
EEZ1693	7	38	58.22	N		53	41	10.92	E	7.649507	53.686367
EEZ1694	7	39	25.99	N		53	41	27.86	E	7.657221	53.691073
EEZ1695	7	39	53.72	N		53	41	44.87	E	7.664923	53.695798
EEZ1696	7	40	21.49	N		53	42	1.82	E	7.672637	53.700504
EEZ1697	7	40	49.31	N		53	42	18.69	E	7.680363	53.705191
EEZ1698	7	41	17.17	N		53	42	35.47	E	7.688103	53.709853
EEZ1699	7	41	45.07	N		53	42	52.20	E	7.695852	53.714501
EEZ1700	7	42	13.03	N		53	43	8.83	E	7.703619	53.719119
EEZ1701	7	42	41.00	N		53	43	25.42	E	7.711390	53.723728
EEZ1702	7	43	9.06	N		53	43	41.89	E	7.719182	53.728302
EEZ1703	7	43	37.12	N		53	43	58.33	E	7.726978	53.732870
EEZ1704	7	44	5.26	N		53	44	14.65	E	7.734794	53.737402
EEZ1705	7	44	33.42	N		53	44	30.93	E	7.742615	53.741925
EEZ1706	7	45	1.63	N		53	44	47.10	E	7.750454	53.746418
EEZ1707	7	45	29.88	N		53	45	3.23	E	7.758300	53.750897
EEZ1708	7	45	58.18	N		53	45	19.26	E	7.766161	53.755350
EEZ1709	7	46	26.52	N		53	45	35.22	E	7.774032	53.759784
EEZ1710	7	46	54.89	N		53	45	51.11	E	7.781915	53.764198
EEZ1711	7	47	23.32	N		53	46	6.91	E	7.789811	53.768587
EEZ1712	7	47	51.77	N		53	46	22.66	E	7.797715	53.772962
EEZ1713	7	48	20.29	N		53	46	38.30	E	7.805636	53.777306
EEZ1714	7	48	48.82	N		53	46	53.91	E	7.813561	53.781641
EEZ1715	7	49	17.42	N		53	47	9.38	E	7.821506	53.785940
EEZ1716	7	49	46.04	N		53	47	24.84	E	7.829454	53.790232
EEZ1717	7	50	14.72	N		53	47	40.16	E	7.837422	53.794489
EEZ1718	7	50	43.42	N		53	47	55.45	E	7.845394	53.798736
EEZ1719	7	51	12.18	N		53	48	10.63	E	7.853382	53.802953
EEZ1720	7	51	40.91	N		53	48	25.85	E	7.861364	53.807182
EEZ1721	7	52	9.63	N		53	48	41.11	E	7.869341	53.811421
EEZ1722	7	52	38.38	N		53	48	56.30	E	7.877329	53.815638
EEZ1723	7	53	7.17	N		53	49	11.41	E	7.885326	53.819837
EEZ1724	7	53	36.01	N		53	49	26.45	E	7.893335	53.824014
EEZ1725	7	54	4.88	N		53	49	41.40	E	7.901356	53.828168
EEZ1726	7	54	33.79	N		53	49	56.30	E	7.909385	53.832305
EEZ1727	7	55	2.75	N		53	50	11.08	E	7.917429	53.836412
EEZ1728	7	55	31.72	N		53	50	25.83	E	7.925479	53.840510
EEZ1729	7	56	0.76	N		53	50	40.46	E	7.933546	53.844571
EEZ1730	7	56	29.82	N		53	50	55.06	E	7.941616	53.848627
EEZ1731	7	56	58.94	N		53	51	9.52	E	7.949705	53.852644
EEZ1732	7	57	28.07	N		53	51	23.95	E	7.957797	53.856653
EEZ1733	7	57	57.26	N		53	51	38.27	E	7.965906	53.860630
EEZ1734	7	58	26.48	N		53	51	52.53	E	7.974021	53.864593
EEZ1735	7	58	55.74	N		53	52	6.70	E	7.982150	53.868529
EEZ1736	7	59	25.03	N		53	52	20.80	E	7.990287	53.872446

EEZ1737	7	59	54.36	N		53	52	34.83	E	7.998434	53.876341
EEZ1738	8	0	23.74	N		53	52	48.76	E	8.006593	53.880211
EEZ1739	8	0	53.13	N		53	53	2.64	E	8.014760	53.884066
EEZ1740	8	1	22.58	N		53	53	16.40	E	8.022940	53.887890
EEZ1741	8	1	52.05	N		53	53	30.13	E	8.031125	53.891704
EEZ1742	8	2	21.57	N		53	53	43.74	E	8.039326	53.895483
EEZ1743	8	2	51.09	N		53	53	57.37	E	8.047524	53.899269
EEZ1744	8	3	20.57	N		53	54	11.07	E	8.055714	53.903074
EEZ1745	8	3	50.10	N		53	54	24.65	E	8.063918	53.906847
EEZ1746	8	4	19.65	N		53	54	38.20	E	8.072126	53.910611
EEZ1747	8	4	49.25	N		53	54	51.64	E	8.080348	53.914343
EEZ1748	8	5	18.88	N		53	55	5.02	E	8.088577	53.918060
EEZ1749	8	5	48.54	N		53	55	18.31	E	8.096817	53.921752
EEZ1750	8	6	18.24	N		53	55	31.52	E	8.105067	53.925421
EEZ1751	8	6	47.97	N		53	55	44.66	E	8.113326	53.929072
EEZ1752	8	7	17.75	N		53	55	57.70	E	8.121596	53.932694
EEZ1753	8	7	47.54	N		53	56	10.69	E	8.129872	53.936303
EEZ1754	8	8	17.39	N		53	56	23.56	E	8.138163	53.939878
EEZ1755	8	8	47.24	N		53	56	36.41	E	8.146456	53.943446
EEZ1756	8	9	17.16	N		53	56	49.11	E	8.154767	53.946974
EEZ1757	8	9	47.09	N		53	57	1.79	E	8.163080	53.950496
EEZ1758	8	10	17.07	N		53	57	14.33	E	8.171408	53.953981
EEZ1759	8	10	47.07	N		53	57	26.84	E	8.179741	53.957455
EEZ1760	8	11	17.11	N		53	57	39.24	E	8.188086	53.960899
EEZ1761	8	11	47.18	N		53	57	51.57	E	8.196438	53.964325
EEZ1762	8	12	17.28	N		53	58	3.82	E	8.204800	53.967727
EEZ1763	8	12	47.42	N		53	58	15.98	E	8.213172	53.971106
EEZ1764	8	13	17.58	N		53	58	28.08	E	8.221550	53.974466
EEZ1765	8	13	47.78	N		53	58	40.07	E	8.229940	53.977798
EEZ1766	8	14	17.94	N		53	58	52.14	E	8.238316	53.981149
EEZ1767	8	14	43.06	N		53	59	12.90	E	8.245293	53.986916
EEZ1768	8	15	8.20	N		53	59	33.63	E	8.252277	53.992675
EEZ1769	8	15	33.41	N		53	59	54.27	E	8.259282	53.998409
EEZ1770	8	15	58.67	N		54	0	14.86	E	8.266298	54.004128
EEZ1771	8	16	23.99	N		54	0	35.38	E	8.273330	54.009827
EEZ1772	8	16	49.36	N		54	0	55.82	E	8.280378	54.015507
EEZ1773	8	17	14.78	N		54	1	16.21	E	8.287438	54.021170
EEZ1774	8	17	40.27	N		54	1	36.51	E	8.294518	54.026809
EEZ1775	8	18	5.78	N		54	1	56.78	E	8.301606	54.032438
EEZ1776	8	18	31.38	N		54	2	16.93	E	8.308718	54.038036
EEZ1777	8	18	57.00	N		54	2	37.06	E	8.315834	54.043629
EEZ1778	8	19	22.72	N		54	2	57.07	E	8.322977	54.049186
EEZ1779	8	19	48.44	N		54	3	17.06	E	8.330124	54.054738
EEZ1780	8	20	14.26	N		54	3	36.94	E	8.337294	54.060260
EEZ1781	8	20	40.10	N		54	3	56.78	E	8.344472	54.065772
EEZ1782	8	21	6.01	N		54	4	16.53	E	8.351669	54.071258
EEZ1783	8	21	31.96	N		54	4	36.22	E	8.358878	54.076728
EEZ1784	8	21	57.97	N		54	4	55.84	E	8.366102	54.082178
EEZ1785	8	22	24.03	N		54	5	15.38	E	8.373341	54.087607
EEZ1786	8	22	50.13	N		54	5	34.87	E	8.380592	54.093021
EEZ1787	8	23	16.30	N		54	5	54.27	E	8.387862	54.098408
EEZ1788	8	23	42.50	N		54	6	13.63	E	8.395139	54.103786
EEZ1789	8	24	8.78	N		54	6	32.87	E	8.402439	54.109131
EEZ1790	8	24	35.08	N		54	6	52.10	E	8.409744	54.114471
EEZ1791	8	25	1.46	N		54	7	11.20	E	8.417073	54.119777
EEZ1792	8	25	27.87	N		54	7	30.27	E	8.424407	54.125075
EEZ1793	8	25	54.34	N		54	7	49.24	E	8.431762	54.130343
EEZ1794	8	26	20.85	N		54	8	8.16	E	8.439126	54.135600
EEZ1795	8	26	47.43	N		54	8	26.99	E	8.446507	54.140831
EEZ1796	8	27	14.04	N		54	8	45.76	E	8.453901	54.146045
EEZ1797	8	27	40.71	N		54	9	4.47	E	8.461307	54.151240
EEZ1798	8	28	7.43	N		54	9	23.08	E	8.468730	54.156412
EEZ1799	8	28	34.18	N		54	9	41.65	E	8.476162	54.161570
EEZ1800	8	29	1.01	N		54	10	0.12	E	8.483613	54.166699
EEZ1801	8	29	27.85	N		54	10	18.55	E	8.491070	54.171820

EEZ1802	8	29	54.78	N		54	10	36.86	E	8.498550	54.176906
EEZ1803	8	30	21.72	N		54	10	55.15	E	8.506034	54.181987
EEZ1804	8	30	48.75	N		54	11	13.32	E	8.513541	54.187033
EEZ1805	8	31	15.79	N		54	11	31.46	E	8.521053	54.192071
EEZ1806	8	31	42.91	N		54	11	49.49	E	8.528585	54.197080
EEZ1807	8	32	10.05	N		54	12	7.47	E	8.536126	54.202075
EEZ1808	8	32	37.25	N		54	12	25.37	E	8.543682	54.207046
EEZ1809	8	33	4.50	N		54	12	43.19	E	8.551250	54.211998
EEZ1810	8	33	31.79	N		54	13	0.95	E	8.558830	54.216932
EEZ1811	8	33	59.13	N		54	13	18.62	E	8.566426	54.221840
EEZ1812	8	34	26.51	N		54	13	36.25	E	8.574031	54.226736
EEZ1813	8	34	53.96	N		54	13	53.76	E	8.581654	54.231601
EEZ1814	8	35	21.42	N		54	14	11.25	E	8.589283	54.236458
EEZ1815	8	35	48.96	N		54	14	28.61	E	8.596933	54.241279
EEZ1816	8	36	16.52	N		54	14	45.94	E	8.604588	54.246095
EEZ1817	8	36	44.15	N		54	15	3.15	E	8.612263	54.250876
EEZ1818	8	37	11.80	N		54	15	20.33	E	8.619944	54.255648
EEZ1819	8	37	39.51	N		54	15	37.41	E	8.627643	54.260391
EEZ1820	8	38	7.26	N		54	15	54.43	E	8.635351	54.265119
EEZ1821	8	38	35.06	N		54	16	11.36	E	8.643073	54.269823
EEZ1822	8	39	2.91	N		54	16	28.22	E	8.650807	54.274507
EEZ1823	8	39	30.79	N		54	16	45.02	E	8.658552	54.279173
EEZ1824	8	39	58.72	N		54	17	1.72	E	8.666312	54.283812
EEZ1825	8	40	26.69	N		54	17	18.38	E	8.674080	54.288439
EEZ1826	8	40	54.72	N		54	17	34.92	E	8.681866	54.293034
EEZ1827	8	41	22.76	N		54	17	51.44	E	8.689657	54.297623
EEZ1828	8	41	50.89	N		54	18	7.82	E	8.697469	54.302173
EEZ1829	8	42	19.02	N		54	18	24.18	E	8.705284	54.306717
EEZ1830	8	42	47.23	N		54	18	40.42	E	8.713119	54.311228
EEZ1831	8	43	15.45	N		54	18	56.62	E	8.720959	54.315728
EEZ1832	8	43	43.74	N		54	19	12.72	E	8.728816	54.320199
EEZ1833	8	44	12.06	N		54	19	28.75	E	8.736682	54.324654
EEZ1834	8	44	40.42	N		54	19	44.71	E	8.744560	54.329086
EEZ1835	8	45	8.82	N		54	20	0.59	E	8.752451	54.333496
EEZ1836	8	45	37.26	N		54	20	16.40	E	8.760351	54.337889
EEZ1837	8	46	5.57	N		54	20	32.45	E	8.768215	54.342348
EEZ1838	8	46	33.83	N		54	20	48.59	E	8.776065	54.346831
EEZ1839	8	47	2.12	N		54	21	4.69	E	8.783922	54.351303
EEZ1840	8	47	30.46	N		54	21	20.68	E	8.791795	54.355745
EEZ1841	8	47	58.82	N		54	21	36.64	E	8.799673	54.360178
EEZ1842	8	48	27.26	N		54	21	52.47	E	8.807572	54.364574
EEZ1843	8	48	55.70	N		54	22	8.27	E	8.815473	54.368965
EEZ1844	8	49	24.22	N		54	22	23.95	E	8.823395	54.373319
EEZ1845	8	49	52.75	N		54	22	39.59	E	8.831321	54.377665
EEZ1846	8	50	21.35	N		54	22	55.13	E	8.839263	54.381980
EEZ1847	8	50	49.97	N		54	23	10.61	E	8.847213	54.386280
EEZ1848	8	51	18.64	N		54	23	26.00	E	8.855177	54.390555
EEZ1849	8	51	47.34	N		54	23	41.31	E	8.863151	54.394809
EEZ1850	8	52	16.09	N		54	23	56.56	E	8.871135	54.399044
EEZ1851	8	52	44.88	N		54	24	11.71	E	8.879133	54.403253
EEZ1852	8	53	13.70	N		54	24	26.81	E	8.887138	54.407449
EEZ1853	8	53	42.57	N		54	24	41.80	E	8.895160	54.411612
EEZ1854	8	54	11.47	N		54	24	56.76	E	8.903185	54.415767
EEZ1855	8	54	40.43	N		54	25	11.58	E	8.911230	54.419884
EEZ1856	8	55	9.40	N		54	25	26.38	E	8.919277	54.423995
EEZ1857	8	55	38.43	N		54	25	41.05	E	8.927343	54.428070
EEZ1858	8	56	7.49	N		54	25	55.69	E	8.935413	54.432135
EEZ1859	8	56	36.60	N		54	26	10.21	E	8.943499	54.436170
EEZ1860	8	57	5.73	N		54	26	24.68	E	8.951592	54.440189
EEZ1861	8	57	34.91	N		54	26	39.06	E	8.959697	54.444183
EEZ1862	8	58	4.13	N		54	26	53.36	E	8.967813	54.448156
EEZ1863	8	58	33.37	N		54	27	7.59	E	8.975937	54.452110
EEZ1864	8	59	2.67	N		54	27	21.73	E	8.984075	54.456036
EEZ1865	8	59	31.99	N		54	27	35.82	E	8.992219	54.459949
EEZ1866	9	0	1.36	N		54	27	49.78	E	9.000378	54.463828

EEZ1867	9	0	30.75	N		54	28	3.72	E	9.008541	54.467701
EEZ1868	9	1	0.20	N		54	28	17.52	E	9.016722	54.471533
EEZ1869	9	1	29.66	N		54	28	31.30	E	9.024906	54.475360
EEZ1870	9	1	59.18	N		54	28	44.94	E	9.033106	54.479151
EEZ1871	9	2	28.72	N		54	28	58.55	E	9.041311	54.482931
EEZ1872	9	2	58.31	N		54	29	12.05	E	9.049530	54.486681
EEZ1873	9	3	27.92	N		54	29	25.49	E	9.057756	54.490414
EEZ1874	9	3	57.58	N		54	29	38.84	E	9.065993	54.494122
EEZ1875	9	4	27.26	N		54	29	52.11	E	9.074240	54.497808
EEZ1876	9	4	56.98	N		54	30	5.31	E	9.082495	54.501476
EEZ1877	9	5	26.75	N		54	30	18.41	E	9.090763	54.505114
EEZ1878	9	5	56.53	N		54	30	31.47	E	9.099035	54.508740
EEZ1879	9	6	26.36	N		54	30	44.39	E	9.107323	54.512331
EEZ1880	9	6	56.21	N		54	30	57.30	E	9.115614	54.515916
EEZ1881	9	7	26.12	N		54	31	10.06	E	9.123921	54.519460
EEZ1882	9	7	56.03	N		54	31	22.79	E	9.132232	54.522998
EEZ1883	9	8	26.00	N		54	31	35.40	E	9.140557	54.526499
EEZ1884	9	8	55.99	N		54	31	47.96	E	9.148886	54.529989
EEZ1885	9	9	26.02	N		54	32	0.42	E	9.157228	54.533450
EEZ1886	9	9	56.08	N		54	32	12.81	E	9.165578	54.536892
EEZ1887	9	10	26.17	N		54	32	25.12	E	9.173937	54.540311
EEZ1888	9	10	56.30	N		54	32	37.34	E	9.182305	54.543705
EEZ1889	9	11	26.45	N		54	32	49.49	E	9.190681	54.547082
EEZ1890	9	11	56.64	N		54	33	1.54	E	9.199068	54.550428
EEZ1891	9	12	26.86	N		54	33	13.55	E	9.207460	54.553763
EEZ1892	9	12	57.12	N		54	33	25.42	E	9.215866	54.557062
EEZ1893	9	13	27.39	N		54	33	37.27	E	9.224274	54.560354
EEZ1894	9	13	57.71	N		54	33	48.98	E	9.232698	54.563605
EEZ1895	9	14	28.05	N		54	34	0.66	E	9.241124	54.566849
EEZ1896	9	14	58.43	N		54	34	12.21	E	9.249564	54.570058
EEZ1897	9	15	28.83	N		54	34	23.71	E	9.258009	54.573254
EEZ1898	9	15	59.27	N		54	34	35.11	E	9.266464	54.576420
EEZ1899	9	16	29.73	N		54	34	46.47	E	9.274924	54.579574
EEZ1900	9	17	0.14	N		54	34	57.92	E	9.283374	54.582757
EEZ1901	9	17	30.58	N		54	35	9.32	E	9.291829	54.585924
EEZ1902	9	18	1.04	N		54	35	20.68	E	9.300288	54.589079
EEZ1903	9	18	31.53	N		54	35	31.93	E	9.308759	54.592204
EEZ1904	9	19	2.05	N		54	35	43.12	E	9.317236	54.595311
EEZ1905	9	19	32.60	N		54	35	54.21	E	9.325722	54.598393
EEZ1906	9	20	3.18	N		54	36	5.22	E	9.334216	54.601451
EEZ1907	9	20	33.78	N		54	36	16.17	E	9.342717	54.604491
EEZ1908	9	21	4.42	N		54	36	27.00	E	9.351228	54.607501
EEZ1909	9	21	35.08	N		54	36	37.79	E	9.359744	54.610498
EEZ1910	9	22	5.78	N		54	36	48.45	E	9.368271	54.613459
EEZ1911	9	22	36.49	N		54	36	59.09	E	9.376802	54.616413
EEZ1912	9	23	7.25	N		54	37	9.57	E	9.385346	54.619326
EEZ1913	9	23	38.01	N		54	37	20.03	E	9.393892	54.622231
EEZ1914	9	24	8.82	N		54	37	30.36	E	9.402451	54.625101
EEZ1915	9	24	39.65	N		54	37	40.65	E	9.411013	54.627958
EEZ1916	9	25	10.51	N		54	37	50.82	E	9.419586	54.630784
EEZ1917	9	25	41.39	N		54	38	0.93	E	9.428164	54.633592
EEZ1918	9	26	12.30	N		54	38	10.95	E	9.436750	54.636375
EEZ1919	9	26	43.24	N		54	38	20.88	E	9.445344	54.639134
EEZ1920	9	27	14.20	N		54	38	30.75	E	9.453943	54.641874
EEZ1921	9	27	45.19	N		54	38	40.50	E	9.462553	54.644583
EEZ1922	9	28	16.20	N		54	38	50.21	E	9.471165	54.647281
EEZ1923	9	28	47.24	N		54	38	59.79	E	9.479790	54.649941
EEZ1924	9	29	18.30	N		54	39	9.34	E	9.488416	54.652595
EEZ1925	9	29	49.40	N		54	39	18.74	E	9.497054	54.655205
EEZ1926	9	30	20.50	N		54	39	28.12	E	9.505695	54.657810
EEZ1927	9	30	51.65	N		54	39	37.36	E	9.514347	54.660378
EEZ1928	9	31	22.81	N		54	39	46.56	E	9.523002	54.662932
EEZ1929	9	31	54.00	N		54	39	55.64	E	9.531666	54.665457
EEZ1930	9	32	25.21	N		54	40	4.66	E	9.540335	54.667962
EEZ1931	9	32	56.44	N		54	40	13.59	E	9.549011	54.670443

EEZ1932	9	33	27.70	N		54	40	22.43	E	9.557694	54.672898
EEZ1933	9	33	58.98	N		54	40	31.21	E	9.566382	54.675336
EEZ1934	9	34	30.28	N		54	40	39.87	E	9.575079	54.677741
EEZ1935	9	35	1.60	N		54	40	48.49	E	9.583779	54.680135
EEZ1936	9	35	32.96	N		54	40	56.97	E	9.592489	54.682491
EEZ1937	9	36	4.32	N		54	41	5.43	E	9.601200	54.684841
EEZ1938	9	36	35.72	N		54	41	13.73	E	9.609923	54.687147
EEZ1939	9	37	7.13	N		54	41	22.01	E	9.618648	54.689447
EEZ1940	9	37	38.57	N		54	41	30.16	E	9.627382	54.691710
EEZ1941	9	38	10.03	N		54	41	38.25	E	9.636119	54.693960
EEZ1942	9	38	41.51	N		54	41	46.24	E	9.644864	54.696179
EEZ1943	9	39	13.01	N		54	41	54.16	E	9.653614	54.698378
EEZ1944	9	39	44.53	N		54	42	1.99	E	9.662369	54.700553
EEZ1945	9	40	16.07	N		54	42	9.73	E	9.671131	54.702703
EEZ1946	9	40	47.63	N		54	42	17.40	E	9.679898	54.704834
EEZ1947	9	41	19.22	N		54	42	24.96	E	9.688671	54.706933
EEZ1948	9	41	50.81	N		54	42	32.47	E	9.697448	54.709020
EEZ1949	9	42	22.44	N		54	42	39.85	E	9.706233	54.711069
EEZ1950	9	42	54.07	N		54	42	47.20	E	9.715020	54.713111
EEZ1951	9	43	25.74	N		54	42	54.40	E	9.723816	54.715111
EEZ1952	9	43	57.41	N		54	43	1.57	E	9.732614	54.717103
EEZ1953	9	44	29.11	N		54	43	8.61	E	9.741420	54.719058
EEZ1954	9	45	0.83	N		54	43	15.60	E	9.750229	54.720999
EEZ1955	9	45	32.56	N		54	43	22.48	E	9.759045	54.722910
EEZ1956	9	46	4.31	N		54	43	29.28	E	9.767865	54.724801
EEZ1957	9	46	36.08	N		54	43	36.00	E	9.776689	54.726668
EEZ1958	9	47	7.87	N		54	43	42.63	E	9.785519	54.728508
EEZ1959	9	47	39.67	N		54	43	49.19	E	9.794353	54.730331
EEZ1960	9	48	11.50	N		54	43	55.63	E	9.803193	54.732120
EEZ1961	9	48	43.33	N		54	44	2.03	E	9.812036	54.733899
EEZ1962	9	49	15.19	N		54	44	8.29	E	9.820886	54.735637
EEZ1963	9	49	47.05	N		54	44	14.53	E	9.829737	54.737370
EEZ1964	9	50	18.95	N		54	44	20.61	E	9.838597	54.739059
EEZ1965	9	50	50.85	N		54	44	26.67	E	9.847458	54.740741
EEZ1966	9	51	22.77	N		54	44	32.59	E	9.856325	54.742386
EEZ1967	9	51	54.70	N		54	44	38.46	E	9.865195	54.744016
EEZ1968	9	52	26.65	N		54	44	44.22	E	9.874071	54.745617
EEZ1969	9	52	58.62	N		54	44	49.91	E	9.882950	54.747197
EEZ1970	9	53	30.60	N		54	44	55.51	E	9.891833	54.748753
EEZ1971	9	54	2.59	N		54	45	1.01	E	9.900721	54.750281
EEZ1972	9	54	34.60	N		54	45	6.45	E	9.909611	54.751793
EEZ1973	9	55	6.63	N		54	45	11.77	E	9.918507	54.753270
EEZ1974	9	55	38.66	N		54	45	17.05	E	9.927405	54.754737
EEZ1975	9	56	10.71	N		54	45	22.19	E	9.936310	54.756164
EEZ1976	9	56	42.77	N		54	45	27.30	E	9.945215	54.757584
EEZ1977	9	57	14.86	N		54	45	32.26	E	9.954127	54.758961
EEZ1978	9	57	46.94	N		54	45	37.19	E	9.963040	54.760330
EEZ1979	9	58	19.05	N		54	45	41.99	E	9.971958	54.761663
EEZ1980	9	58	51.16	N		54	45	46.73	E	9.980878	54.762980
EEZ1981	9	59	23.29	N		54	45	51.37	E	9.989803	54.764268
EEZ1982	9	59	55.43	N		54	45	55.92	E	9.998731	54.765535
EEZ1983	10	0	27.58	N		54	46	0.40	E	10.007662	54.766778
EEZ1984	10	0	59.75	N		54	46	4.77	E	10.016597	54.767993
EEZ1985	10	1	31.92	N		54	46	9.09	E	10.025533	54.769191
EEZ1986	10	2	4.11	N		54	46	13.28	E	10.034475	54.770355
EEZ1987	10	2	36.30	N		54	46	17.43	E	10.043417	54.771508
EEZ1988	10	3	8.51	N		54	46	21.43	E	10.052365	54.772620
EEZ1989	10	3	40.73	N		54	46	25.41	E	10.061313	54.773726
EEZ1990	10	4	12.96	N		54	46	29.24	E	10.070267	54.774789
EEZ1991	10	4	45.20	N		54	46	33.04	E	10.079221	54.775844
EEZ1992	10	5	17.45	N		54	46	36.70	E	10.088180	54.776862
EEZ1993	10	5	49.70	N		54	46	40.31	E	10.097140	54.777865
EEZ1994	10	6	21.97	N		54	46	43.82	E	10.106103	54.778838
EEZ1995	10	6	54.25	N		54	46	47.24	E	10.115069	54.779790
EEZ1996	10	7	26.53	N		54	46	50.58	E	10.124037	54.780718

EEZ1997	10	7	58.83	N		54	46	53.82	E	10.133008	54.781618
EEZ1998	10	8	31.13	N		54	46	57.00	E	10.141980	54.782501
EEZ1999	10	9	3.44	N		54	47	0.06	E	10.150956	54.783349
EEZ2000	10	9	35.76	N		54	47	3.07	E	10.159933	54.784187
EEZ2001	10	10	8.09	N		54	47	5.94	E	10.168913	54.784984
EEZ2002	10	10	40.42	N		54	47	8.79	E	10.177894	54.785774
EEZ2003	10	11	12.76	N		54	47	11.48	E	10.186878	54.786521
EEZ2004	10	11	45.11	N		54	47	14.14	E	10.195863	54.787260
EEZ2005	10	12	17.46	N		54	47	16.66	E	10.204851	54.787962
EEZ2006	10	12	49.82	N		54	47	19.14	E	10.213840	54.788649
EEZ2007	10	13	22.19	N		54	47	21.50	E	10.222831	54.789306
EEZ2008	10	13	54.57	N		54	47	23.79	E	10.231824	54.789941
EEZ2009	10	14	26.95	N		54	47	25.99	E	10.240818	54.790553
EEZ2010	10	14	59.33	N		54	47	28.09	E	10.249814	54.791136
EEZ2011	10	15	31.72	N		54	47	30.13	E	10.258812	54.791703
EEZ2012	10	16	4.12	N		54	47	32.04	E	10.267811	54.792234
EEZ2013	10	16	36.52	N		54	47	33.92	E	10.276811	54.792756
EEZ2014	10	17	8.93	N		54	47	35.65	E	10.285813	54.793235
EEZ2015	10	17	41.33	N		54	47	37.35	E	10.294815	54.793708
EEZ2016	10	18	13.75	N		54	47	38.90	E	10.303820	54.794139
EEZ2017	10	18	46.17	N		54	47	40.42	E	10.312824	54.794560
EEZ2018	10	19	18.59	N		54	47	41.80	E	10.321831	54.794946
EEZ2019	10	19	51.02	N		54	47	43.13	E	10.330838	54.795315
EEZ2020	10	20	23.45	N		54	47	44.36	E	10.339846	54.795655
EEZ2021	10	20	55.88	N		54	47	45.50	E	10.348855	54.795973
EEZ2022	10	21	28.31	N		54	47	46.56	E	10.357865	54.796267
EEZ2023	10	22	0.75	N		54	47	47.52	E	10.366876	54.796533
EEZ2024	10	22	33.19	N		54	47	48.41	E	10.375887	54.796782
EEZ2025	10	23	5.64	N		54	47	49.18	E	10.384899	54.796996
EEZ2026	10	23	38.08	N		54	47	49.92	E	10.393911	54.797199
EEZ2027	10	24	10.53	N		54	47	50.50	E	10.402924	54.797361
EEZ2028	10	24	42.97	N		54	47	51.06	E	10.411937	54.797516
EEZ2029	10	25	15.42	N		54	47	51.46	E	10.420951	54.797629
EEZ2030	10	25	47.87	N		54	47	51.84	E	10.429965	54.797732
EEZ2031	10	26	20.32	N		54	47	52.08	E	10.438979	54.797800
EEZ2032	10	26	52.78	N		54	47	52.26	E	10.447993	54.797851
EEZ2033	10	27	25.23	N		54	47	52.34	E	10.457008	54.797873
EEZ2034	10	27	57.68	N		54	47	52.34	E	10.466022	54.797872
EEZ2035	10	28	30.13	N		54	47	52.26	E	10.475036	54.797849
EEZ2036	10	29	2.58	N		54	47	52.07	E	10.484051	54.797796
EEZ2037	10	29	35.03	N		54	47	51.82	E	10.493065	54.797727
EEZ2038	10	30	7.48	N		54	47	51.44	E	10.502079	54.797623
EEZ2039	10	30	39.93	N		54	47	51.03	E	10.511092	54.797508
EEZ2040	10	31	12.38	N		54	47	50.47	E	10.520106	54.797351
EEZ2041	10	31	44.83	N		54	47	49.88	E	10.529119	54.797188
EEZ2042	10	32	17.27	N		54	47	49.14	E	10.538131	54.796983
EEZ2043	10	32	49.71	N		54	47	48.36	E	10.547143	54.796768
EEZ2044	10	33	22.15	N		54	47	47.46	E	10.556154	54.796517
EEZ2045	10	33	54.59	N		54	47	46.50	E	10.565164	54.796249
EEZ2046	10	34	27.03	N		54	47	45.43	E	10.574174	54.795953
EEZ2047	10	34	59.46	N		54	47	44.28	E	10.583183	54.795634
EEZ2048	10	35	31.89	N		54	47	43.05	E	10.592191	54.795292
EEZ2049	10	36	4.31	N		54	47	41.71	E	10.601198	54.794921
EEZ2050	10	36	36.74	N		54	47	40.32	E	10.610205	54.794533
EEZ2051	10	37	9.15	N		54	47	38.80	E	10.619209	54.794110
EEZ2052	10	37	41.57	N		54	47	37.24	E	10.628214	54.793677
EEZ2053	10	38	13.98	N		54	47	35.53	E	10.637216	54.793202
EEZ2054	10	38	46.39	N		54	47	33.79	E	10.646218	54.792720
EEZ2055	10	39	18.78	N		54	47	31.91	E	10.655218	54.792196
EEZ2056	10	39	51.18	N		54	47	29.98	E	10.664217	54.791662
EEZ2057	10	40	23.57	N		54	47	27.94	E	10.673214	54.791093
EEZ2058	10	40	55.96	N		54	47	25.83	E	10.682210	54.790507
EEZ2059	10	41	28.34	N		54	47	23.61	E	10.691204	54.789893
EEZ2060	10	42	0.71	N		54	47	21.32	E	10.700197	54.789255
EEZ2061	10	42	33.08	N		54	47	18.94	E	10.709188	54.788595

EEZ2062	10	43	5.44	N		54	47	16.46	E	10.718177	54.787905
EEZ2063	10	43	37.79	N		54	47	13.92	E	10.727165	54.787199
EEZ2064	10	44	10.14	N		54	47	11.25	E	10.736149	54.786457
EEZ2065	10	44	42.48	N		54	47	8.54	E	10.745134	54.785706
EEZ2066	10	45	14.81	N		54	47	5.68	E	10.754114	54.784912
EEZ2067	10	45	47.14	N		54	47	2.80	E	10.763094	54.784112
EEZ2068	10	46	19.45	N		54	46	59.77	E	10.772071	54.783270
EEZ2069	10	46	51.77	N		54	46	56.70	E	10.781046	54.782418
EEZ2070	10	47	24.07	N		54	46	53.51	E	10.790018	54.781530
EEZ2071	10	47	56.36	N		54	46	50.25	E	10.798989	54.780626
EEZ2072	10	48	28.64	N		54	46	46.90	E	10.807957	54.779693
EEZ2073	10	49	0.92	N		54	46	43.45	E	10.816922	54.778737
EEZ2074	10	49	33.19	N		54	46	39.93	E	10.825885	54.777759
EEZ2075	10	50	5.44	N		54	46	36.30	E	10.834845	54.776751
EEZ2076	10	50	37.69	N		54	46	32.62	E	10.843803	54.775728
EEZ2077	10	51	9.93	N		54	46	28.80	E	10.852757	54.774668
EEZ2078	10	51	42.16	N		54	46	24.96	E	10.861710	54.773599
EEZ2079	10	52	14.37	N		54	46	20.95	E	10.870659	54.772487
EEZ2080	10	52	46.58	N		54	46	16.93	E	10.879606	54.771369
EEZ2081	10	53	18.77	N		54	46	12.75	E	10.888548	54.770210
EEZ2082	10	53	50.96	N		54	46	8.54	E	10.897489	54.769039
EEZ2083	10	54	23.13	N		54	46	4.21	E	10.906425	54.767835
EEZ2084	10	54	55.29	N		54	45	59.81	E	10.915360	54.766613
EEZ2085	10	55	27.44	N		54	45	55.31	E	10.924290	54.765363
EEZ2086	10	55	59.58	N		54	45	50.72	E	10.933217	54.764089
EEZ2087	10	56	31.71	N		54	45	46.06	E	10.942142	54.762794
EEZ2088	10	57	3.82	N		54	45	41.29	E	10.951062	54.761469
EEZ2089	10	57	35.93	N		54	45	36.46	E	10.959980	54.760128
EEZ2090	10	58	8.01	N		54	45	31.50	E	10.968892	54.758751
EEZ2091	10	58	40.09	N		54	45	26.52	E	10.977803	54.757365
EEZ2092	10	59	12.15	N		54	45	21.37	E	10.986708	54.755936
EEZ2093	10	59	44.20	N		54	45	16.20	E	10.995612	54.754501
EEZ2094	11	0	16.23	N		54	45	10.89	E	11.004509	54.753025
EEZ2095	11	0	48.26	N		54	45	5.54	E	11.013404	54.751538
EEZ2096	11	1	20.26	N		54	45	0.06	E	11.022294	54.750017
EEZ2097	11	1	52.25	N		54	44	54.52	E	11.031181	54.748479
EEZ2098	11	2	24.23	N		54	44	48.88	E	11.040064	54.746912
EEZ2099	11	2	56.19	N		54	44	43.16	E	11.048942	54.745322
EEZ2100	11	3	28.14	N		54	44	37.36	E	11.057817	54.743711
EEZ2101	11	4	0.07	N		54	44	31.45	E	11.066686	54.742069
EEZ2102	11	4	31.99	N		54	44	25.49	E	11.075552	54.740413
EEZ2103	11	5	3.88	N		54	44	19.39	E	11.084412	54.738720
EEZ2104	11	5	35.78	N		54	44	13.27	E	11.093271	54.737019
EEZ2105	11	6	7.64	N		54	44	6.99	E	11.102121	54.735274
EEZ2106	11	6	39.49	N		54	44	0.68	E	11.110970	54.733523
EEZ2107	11	7	11.32	N		54	43	54.23	E	11.119812	54.731732
EEZ2108	11	7	43.14	N		54	43	47.75	E	11.128651	54.729929
EEZ2109	11	8	14.94	N		54	43	41.14	E	11.137484	54.728093
EEZ2110	11	8	46.73	N		54	43	34.46	E	11.146313	54.726239
EEZ2111	11	9	18.49	N		54	43	27.69	E	11.155136	54.724359
EEZ2112	11	9	50.24	N		54	43	20.83	E	11.163955	54.722454
EEZ2113	11	10	21.97	N		54	43	13.90	E	11.172769	54.720528
EEZ2114	11	10	53.68	N		54	43	6.86	E	11.181577	54.718571
EEZ2115	11	11	25.37	N		54	42	59.76	E	11.190382	54.716601
EEZ2116	11	11	57.04	N		54	42	52.54	E	11.199178	54.714593
EEZ2117	11	12	28.70	N		54	42	45.28	E	11.207973	54.712578
EEZ2118	11	13	0.33	N		54	42	37.87	E	11.216758	54.710519
EEZ2119	11	13	31.95	N		54	42	30.43	E	11.225542	54.708454
EEZ2120	11	14	3.54	N		54	42	22.86	E	11.234317	54.706349
EEZ2121	11	14	35.12	N		54	42	15.24	E	11.243089	54.704233
EEZ2122	11	15	6.67	N		54	42	7.50	E	11.251854	54.702084
EEZ2123	11	15	38.21	N		54	41	59.70	E	11.260614	54.699917
EEZ2124	11	16	9.73	N		54	41	51.80	E	11.269368	54.697723
EEZ2125	11	16	41.22	N		54	41	43.82	E	11.278116	54.695504
EEZ2126	11	17	12.69	N		54	41	35.76	E	11.286859	54.693266

EEZ2127	11	17	44.14	N		54	41	27.59	E	11.295595	54.690997
EEZ2128	11	18	15.58	N		54	41	19.37	E	11.304327	54.688714
EEZ2129	11	18	46.98	N		54	41	11.02	E	11.313049	54.686394
EEZ2130	11	19	18.37	N		54	41	2.64	E	11.321770	54.684067
EEZ2131	11	19	49.73	N		54	40	54.10	E	11.330480	54.681696
EEZ2132	11	20	21.07	N		54	40	45.55	E	11.339187	54.679318
EEZ2133	11	20	52.39	N		54	40	36.85	E	11.347885	54.676903
EEZ2134	11	21	23.69	N		54	40	28.11	E	11.356580	54.674475
EEZ2135	11	21	54.96	N		54	40	19.25	E	11.365265	54.672014
EEZ2136	11	22	26.21	N		54	40	10.33	E	11.373946	54.669536
EEZ2137	11	22	57.43	N		54	40	1.31	E	11.382620	54.667031
EEZ2138	11	23	28.63	N		54	39	52.21	E	11.391286	54.664502
EEZ2139	11	23	59.81	N		54	39	43.03	E	11.399948	54.661953
EEZ2140	11	24	30.97	N		54	39	33.77	E	11.408603	54.659382
EEZ2141	11	25	3.03	N		54	39	36.26	E	11.417508	54.660071
EEZ2142	11	25	35.23	N		54	39	40.37	E	11.426452	54.661214
EEZ2143	11	26	7.44	N		54	39	44.43	E	11.435399	54.662340
EEZ2144	11	26	39.66	N		54	39	48.36	E	11.444349	54.663434
EEZ2145	11	27	11.88	N		54	39	52.26	E	11.453301	54.664516
EEZ2146	11	27	44.13	N		54	39	56.01	E	11.462257	54.665558
EEZ2147	11	28	16.37	N		54	39	59.74	E	11.471215	54.666594
EEZ2148	11	28	48.64	N		54	40	3.30	E	11.480177	54.667584
EEZ2149	11	29	20.90	N		54	40	6.85	E	11.489139	54.668568
EEZ2150	11	29	53.18	N		54	40	10.25	E	11.498106	54.669514
EEZ2151	11	30	25.47	N		54	40	13.61	E	11.507074	54.670446
EEZ2152	11	30	57.76	N		54	40	16.85	E	11.516045	54.671346
EEZ2153	11	31	30.07	N		54	40	20.02	E	11.525018	54.672227
EEZ2154	11	32	2.38	N		54	40	23.09	E	11.533994	54.673082
EEZ2155	11	32	34.70	N		54	40	26.08	E	11.542971	54.673910
EEZ2156	11	33	7.02	N		54	40	28.99	E	11.551951	54.674720
EEZ2157	11	33	39.36	N		54	40	31.79	E	11.560933	54.675497
EEZ2158	11	34	11.70	N		54	40	34.54	E	11.569916	54.676261
EEZ2159	11	34	44.05	N		54	40	37.15	E	11.578903	54.676986
EEZ2160	11	35	16.40	N		54	40	39.73	E	11.587890	54.677704
EEZ2161	11	35	48.77	N		54	40	42.16	E	11.596880	54.678377
EEZ2162	11	36	21.13	N		54	40	44.56	E	11.605871	54.679043
EEZ2163	11	36	53.51	N		54	40	46.82	E	11.614864	54.679671
EEZ2164	11	37	25.89	N		54	40	49.03	E	11.623859	54.680286
EEZ2165	11	37	58.28	N		54	40	51.13	E	11.632855	54.680868
EEZ2166	11	38	30.67	N		54	40	53.15	E	11.641853	54.681431
EEZ2167	11	39	3.07	N		54	40	55.08	E	11.650852	54.681967
EEZ2168	11	39	35.47	N		54	40	56.92	E	11.659852	54.682478
EEZ2169	11	40	7.87	N		54	40	58.69	E	11.668854	54.682969
EEZ2170	11	40	40.29	N		54	41	0.34	E	11.677857	54.683427
EEZ2171	11	41	12.70	N		54	41	1.94	E	11.686861	54.683873
EEZ2172	11	41	45.12	N		54	41	3.40	E	11.695866	54.684279
EEZ2173	11	42	17.54	N		54	41	4.84	E	11.704872	54.684679
EEZ2174	11	42	49.97	N		54	41	6.12	E	11.713880	54.685033
EEZ2175	11	43	22.40	N		54	41	7.37	E	11.722888	54.685381
EEZ2176	11	43	54.83	N		54	41	8.48	E	11.731898	54.685690
EEZ2177	11	44	27.27	N		54	41	9.55	E	11.740907	54.685985
EEZ2178	11	44	59.71	N		54	41	10.50	E	11.749918	54.686249
EEZ2179	11	45	32.15	N		54	41	11.37	E	11.758929	54.686492
EEZ2180	11	46	4.59	N		54	41	12.15	E	11.767941	54.686710
EEZ2181	11	46	37.03	N		54	41	12.84	E	11.776954	54.686900
EEZ2182	11	47	9.48	N		54	41	13.46	E	11.785967	54.687073
EEZ2183	11	47	41.93	N		54	41	13.96	E	11.794980	54.687211
EEZ2184	11	48	14.38	N		54	41	14.42	E	11.803994	54.687338
EEZ2185	11	48	46.83	N		54	41	14.73	E	11.813008	54.687424
EEZ2186	11	49	19.28	N		54	41	15.02	E	11.822022	54.687504
EEZ2187	11	49	51.73	N		54	41	15.14	E	11.831036	54.687540
EEZ2188	11	50	24.18	N		54	41	15.24	E	11.840050	54.687567
EEZ2189	11	50	56.63	N		54	41	15.20	E	11.849065	54.687557
EEZ2190	11	51	29.09	N		54	41	15.12	E	11.858079	54.687533
EEZ2191	11	52	1.54	N		54	41	14.93	E	11.867094	54.687479

EEZ2192	11	52	33.99	N		54	41	14.70	E	11.876108	54.687417
EEZ2193	11	53	6.44	N		54	41	14.36	E	11.885122	54.687323
EEZ2194	11	53	38.89	N		54	41	14.00	E	11.894136	54.687222
EEZ2195	11	54	11.34	N		54	41	13.48	E	11.903149	54.687079
EEZ2196	11	54	43.78	N		54	41	12.95	E	11.912162	54.686930
EEZ2197	11	55	16.23	N		54	41	12.25	E	11.921175	54.686737
EEZ2198	11	55	48.67	N		54	41	11.53	E	11.930187	54.686535
EEZ2199	11	56	21.11	N		54	41	10.67	E	11.939198	54.686296
EEZ2200	11	56	53.55	N		54	41	9.75	E	11.948209	54.686042
EEZ2201	11	57	25.99	N		54	41	8.73	E	11.957220	54.685758
EEZ2202	11	57	58.42	N		54	41	7.63	E	11.966229	54.685452
EEZ2203	11	58	30.86	N		54	41	6.44	E	11.975238	54.685122
EEZ2204	11	59	3.28	N		54	41	5.15	E	11.984245	54.684763
EEZ2205	11	59	35.71	N		54	41	3.79	E	11.993252	54.684387
EEZ2206	12	0	8.13	N		54	41	2.32	E	12.002258	54.683977
EEZ2207	12	0	40.55	N		54	41	0.80	E	12.011263	54.683555
EEZ2208	12	1	12.96	N		54	40	59.13	E	12.020266	54.683092
EEZ2209	12	1	45.37	N		54	40	57.44	E	12.029268	54.682623
EEZ2210	12	2	17.77	N		54	40	55.59	E	12.038269	54.682110
EEZ2211	12	2	50.17	N		54	40	53.72	E	12.047269	54.681588
EEZ2212	12	3	22.56	N		54	40	51.70	E	12.056267	54.681029
EEZ2213	12	3	54.95	N		54	40	49.64	E	12.065264	54.680455
EEZ2214	12	4	27.33	N		54	40	47.46	E	12.074259	54.679850
EEZ2215	12	4	59.71	N		54	40	45.21	E	12.083252	54.679224
EEZ2216	12	5	32.08	N		54	40	42.87	E	12.092244	54.678574
EEZ2217	12	6	4.44	N		54	40	40.42	E	12.101234	54.677895
EEZ2218	12	6	36.80	N		54	40	37.92	E	12.110223	54.677199
EEZ2219	12	7	9.15	N		54	40	35.29	E	12.119209	54.676468
EEZ2220	12	7	41.50	N		54	40	32.62	E	12.128194	54.675727
EEZ2221	12	8	13.83	N		54	40	29.80	E	12.137176	54.674944
EEZ2222	12	8	46.17	N		54	40	26.95	E	12.146157	54.674154
EEZ2223	12	9	18.49	N		54	40	23.96	E	12.155135	54.673321
EEZ2224	12	9	50.80	N		54	40	20.93	E	12.164112	54.672479
EEZ2225	12	10	23.11	N		54	40	17.76	E	12.173085	54.671601
EEZ2226	12	10	55.41	N		54	40	14.54	E	12.182057	54.670707
EEZ2227	12	11	27.69	N		54	40	11.22	E	12.191026	54.669782
EEZ2228	12	11	59.97	N		54	40	7.81	E	12.199993	54.668836
EEZ2229	12	12	32.25	N		54	40	4.32	E	12.208957	54.667866
EEZ2230	12	13	4.51	N		54	40	0.72	E	12.217919	54.666868
EEZ2231	12	13	36.76	N		54	39	57.07	E	12.226879	54.665852
EEZ2232	12	14	9.00	N		54	39	53.29	E	12.235834	54.664802
EEZ2233	12	14	41.24	N		54	39	49.47	E	12.244789	54.663741
EEZ2234	12	15	13.46	N		54	39	45.50	E	12.253739	54.662638
EEZ2235	12	15	45.68	N		54	39	41.50	E	12.262688	54.661528
EEZ2236	12	16	17.87	N		54	39	37.35	E	12.271632	54.660376
EEZ2237	12	16	50.07	N		54	39	33.17	E	12.280574	54.659215
EEZ2238	12	17	22.24	N		54	39	28.86	E	12.289512	54.658017
EEZ2239	12	17	54.41	N		54	39	24.49	E	12.298448	54.656803
EEZ2240	12	18	26.57	N		54	39	20.02	E	12.307381	54.655560
EEZ2241	12	18	58.72	N		54	39	15.46	E	12.316310	54.654294
EEZ2242	12	19	30.85	N		54	39	10.82	E	12.325236	54.653006
EEZ2243	12	20	2.97	N		54	39	6.08	E	12.334158	54.651688
EEZ2244	12	20	35.08	N		54	39	1.27	E	12.343078	54.650354
EEZ2245	12	21	7.17	N		54	38	56.34	E	12.351992	54.648984
EEZ2246	12	21	39.26	N		54	38	51.38	E	12.360905	54.647605
EEZ2247	12	22	11.32	N		54	38	46.26	E	12.369812	54.646183
EEZ2248	12	22	25.60	N		54	38	42.95	E	12.373778	54.645264
EEZ2249	12	45	7.48	N		54	33	41.30	E	12.752078	54.561471
EEZ2250	12	45	25.83	N		54	33	35.73	E	12.757174	54.559925
EEZ2251	12	45	57.07	N		54	33	26.71	E	12.765851	54.557420
EEZ2252	12	46	28.28	N		54	33	17.61	E	12.774522	54.554891
EEZ2253	12	46	59.47	N		54	33	8.43	E	12.783187	54.552341
EEZ2254	12	47	30.63	N		54	32	59.14	E	12.791843	54.549761
EEZ2255	12	48	1.78	N		54	32	49.80	E	12.800495	54.547167
EEZ2256	12	48	32.89	N		54	32	40.33	E	12.809137	54.544536

EEZ2257	12	49	3.99	N		54	32	30.83	E	12.817776	54.541898
EEZ2258	12	49	35.05	N		54	32	21.18	E	12.826403	54.539216
EEZ2259	12	50	6.10	N		54	32	11.50	E	12.835028	54.536528
EEZ2260	12	50	37.11	N		54	32	1.69	E	12.843642	54.533802
EEZ2261	12	51	8.11	N		54	31	51.83	E	12.852252	54.531063
EEZ2262	12	51	39.07	N		54	31	41.85	E	12.860852	54.528292
EEZ2263	12	52	10.01	N		54	31	31.81	E	12.869446	54.525503
EEZ2264	12	52	40.92	N		54	31	21.67	E	12.878033	54.522687
EEZ2265	12	53	11.80	N		54	31	11.45	E	12.886612	54.519848
EEZ2266	12	53	42.66	N		54	31	1.16	E	12.895184	54.516989
EEZ2267	12	54	13.49	N		54	30	50.75	E	12.903747	54.514098
EEZ2268	12	54	44.30	N		54	30	40.30	E	12.912306	54.511195
EEZ2269	12	55	15.07	N		54	30	29.72	E	12.920853	54.508255
EEZ2270	12	55	45.83	N		54	30	19.11	E	12.929397	54.505308
EEZ2271	12	56	16.54	N		54	30	8.34	E	12.937927	54.502317
EEZ2272	12	56	47.24	N		54	29	57.55	E	12.946455	54.499320
EEZ2273	12	57	17.89	N		54	29	46.63	E	12.954971	54.496285
EEZ2274	12	57	48.54	N		54	29	35.66	E	12.963482	54.493238
EEZ2275	12	58	19.14	N		54	29	24.57	E	12.971983	54.490159
EEZ2276	12	58	49.72	N		54	29	13.42	E	12.980477	54.487062
EEZ2277	12	59	20.26	N		54	29	2.18	E	12.988962	54.483939
EEZ2278	12	59	50.78	N		54	28	50.85	E	12.997439	54.480792
EEZ2279	13	0	21.27	N		54	28	39.45	E	13.005909	54.477626
EEZ2280	13	0	51.73	N		54	28	27.94	E	13.014368	54.474429
EEZ2281	13	1	22.16	N		54	28	16.39	E	13.022823	54.471219
EEZ2282	13	1	52.55	N		54	28	4.70	E	13.031264	54.467972
EEZ2283	13	2	22.93	N		54	27	52.99	E	13.039703	54.464719
EEZ2284	13	2	53.25	N		54	27	41.12	E	13.048126	54.461422
EEZ2285	13	3	23.57	N		54	27	29.23	E	13.056546	54.458119
EEZ2286	13	3	53.83	N		54	27	17.21	E	13.064953	54.454780
EEZ2287	13	4	24.08	N		54	27	5.14	E	13.073355	54.451427
EEZ2288	13	4	54.29	N		54	26	52.96	E	13.081746	54.448044
MEDIAN1	13	4	57.00	N		54	26	54	E	13.082367	54.448259
MEDIAN2	13	10	15.00	N		54	5	5	E	13.170696	54.084707
MEDIAN3	13	15	36.00	N		53	42	53	E	13.259935	53.714616
MEDIAN4	13	15	36.00	N		53	42	51	E	13.260072	53.714044
MEDIAN5	13	24	6.00	N		53	6	58	E	13.401657	53.116053
MEDIAN6	13	26	15.00	N		52	53	19	E	13.437480	52.888638
MEDIAN7	13	26	58.00	N		52	46	36	E	13.449564	52.776593
MEDIAN8	13	28	4.00	N		52	36	31	E	13.467708	52.608644
MEDIAN9	13	28	4.00	N		52	36	26	E	13.467876	52.607090
MEDIAN10	13	28	41.00	N		52	30	42	E	13.478098	52.511689
MEDIAN11	13	30	5.00	N		52	17	44	E	13.501440	52.295559
MEDIAN12	13	30	33.00	N		52	13	20	E	13.509244	52.222151
MEDIAN13	13	30	49.00	N		52	10	51	E	13.513665	52.180795
MEDIAN14	13	30	59.00	N		52	7	18	E	13.516252	52.121670
MEDIAN15	13	31	32.00	N		51	48	16	E	13.525448	51.804569
MEDIAN16	13	31	32.00	N		51	47	48	E	13.525672	51.796653
MEDIAN17	13	31	31.00	N		51	46	23	E	13.525369	51.773022
MEDIAN18	13	31	28.00	N		51	41	11	E	13.524332	51.686495
MEDIAN19	13	31	22.00	N		51	38	14	E	13.522789	51.637327
MEDIAN20	13	31	18.00	N		51	36	19	E	13.521603	51.605354
MEDIAN21	13	31	18.00	N		51	35	3	E	13.521594	51.584109
MEDIAN22	13	31	17.00	N		51	31	54	E	13.521407	51.531528
MEDIAN23	13	31	21.00	N		51	30	39	E	13.522374	51.510836
MEDIAN24	13	31	24.00	N		51	29	42	E	13.523209	51.494980
MEDIAN25	13	31	34.00	N		51	27	58	E	13.526134	51.466198
MEDIAN26	13	31	51.00	N		51	25	10	E	13.530803	51.419376
MEDIAN27	13	31	52.00	N		51	24	43	E	13.531113	51.411864
MEDIAN28	13	32	5.00	N		51	19	11	E	13.534655	51.319605
MEDIAN29	13	32	6.00	N		51	18	27	E	13.535112	51.307540
MEDIAN30	13	32	8.00	N		51	14	26	E	13.535677	51.240609
MEDIAN31	13	32	11.00	N		51	10	16	E	13.536354	51.171001
MEDIAN32	13	32	13.00	N		51	6	57	E	13.536835	51.115889
MEDIAN33	13	30	49.00	N		50	57	35	E	13.513556	50.959620

MEDIAN34	13	29	22.00	N		50	50	29	E	13.489428	50.841335
MEDIAN35	13	28	2.00	N		50	43	52	E	13.467212	50.731228
MEDIAN36	13	25	49.00	N		50	32	46	E	13.430305	50.546137
MEDIAN37	13	24	38.00	N		50	26	53	E	13.410649	50.447951
MEDIAN38	13	24	18.00	N		50	25	11	E	13.404935	50.419596
MEDIAN39	13	24	13.00	N		50	24	48	E	13.403669	50.413429
MEDIAN40	13	23	19.00	N		50	20	23	E	13.388477	50.339718
MEDIAN41	13	21	50.00	N		50	14	34	E	13.363782	50.242769
MEDIAN42	13	20	27.00	N		50	7	48	E	13.340905	50.130073
MEDIAN43	13	16	23.00	N		50	1	37	E	13.272987	50.027057
MEDIAN44	13	16	6.00	N		50	1	12	E	13.268312	50.020012
MEDIAN45	13	12	20.00	N		49	55	33	E	13.205427	49.925895
MEDIAN46	13	10	37.00	N		49	53	22	E	13.177078	49.889446
MEDIAN47	13	5	40.00	N		49	46	49	E	13.094415	49.780301
MEDIAN48	13	5	7.00	N		49	46	7	E	13.085279	49.768630
MEDIAN49	13	2	49.00	N		49	43	9	E	13.046993	49.719099
MEDIAN50	13	1	16.00	N		49	41	16	E	13.020975	49.687878
MEDIAN51	12	59	41.00	N		49	39	23	E	12.994666	49.656477
MEDIAN52	12	56	53.00	N		49	36	0	E	12.947933	49.600027
MEDIAN53	12	54	54.00	N		49	33	38	E	12.915089	49.560573
MEDIAN54	12	53	33.00	N		49	32	0	E	12.892384	49.533368
MEDIAN55	12	53	28.00	N		49	31	54	E	12.891053	49.531757
MEDIAN56	12	53	2.00	N		49	30	45	E	12.883985	49.512408
MEDIAN57	12	52	11.00	N		49	28	25	E	12.869787	49.473697
MEDIAN58	12	50	27.00	N		49	23	44	E	12.840879	49.395431
MEDIAN59	12	50	10.00	N		49	22	58	E	12.836192	49.382821
MEDIAN60	12	48	47.00	N		49	19	14	E	12.813001	49.320644
MEDIAN61	12	48	27.00	N		49	18	14	E	12.807454	49.303936
MEDIAN62	12	47	56.00	N		49	16	41	E	12.798988	49.278093
MEDIAN63	12	45	17.00	N		49	8	37	E	12.754723	49.143629
MEDIAN64	12	45	10.00	N		49	8	17	E	12.752871	49.137976
MEDIAN65	12	43	37.00	N		49	3	29	E	12.727021	49.058073
MEDIAN66	12	42	38.00	N		49	1	19	E	12.710596	49.021880
MEDIAN67	12	40	1.00	N		48	55	34	E	12.667027	48.925987
MEDIAN68	12	37	5.00	N		48	26	2	E	12.617920	48.433910
MEDIAN69	12	36	40.00	N		48	17	60	E	12.610987	48.299936
MEDIAN70	12	36	27.00	N		48	13	49	E	12.607533	48.230301
MEDIAN71	12	36	22.00	N		48	13	38	E	12.606163	48.227134
MEDIAN72	12	36	0.00	N		48	12	47	E	12.600058	48.213161
MEDIAN73	12	35	8.00	N		48	10	54	E	12.585444	48.181587
MEDIAN74	12	30	6.00	N		47	58	35	E	12.501748	47.976264
MEDIAN75	12	28	37.00	N		47	54	46	E	12.476973	47.912753
MEDIAN76	12	26	12.00	N		47	48	40	E	12.436668	47.810994
MEDIAN77	12	26	4.00	N		47	46	19	E	12.434364	47.771996
MEDIAN78	12	26	3.00	N		47	46	6	E	12.434143	47.768270
MEDIAN79	12	25	60.00	N		47	45	8	E	12.433205	47.752235
MEDIAN80	12	25	58.00	N		47	44	43	E	12.432788	47.745190
MEDIAN81	12	25	41.00	N		47	39	51	E	12.428087	47.664304
MEDIAN82	12	25	38.00	N		47	38	55	E	12.427137	47.648662
MEDIAN83	12	25	36.00	N		47	38	38	E	12.426685	47.643782
MEDIAN84	12	25	32.00	N		47	38	4	E	12.425608	47.634567
MEDIAN85	12	25	24.00	N		47	36	53	E	12.423244	47.614584
MEDIAN86	12	25	16.00	N		47	35	52	E	12.421158	47.597821
MEDIAN87	12	25	9.00	N		47	26	27	E	12.419160	47.440711
MEDIAN88	12	24	50.00	N		47	21	45	E	12.413854	47.362609
MEDIAN89	12	24	11.00	N		47	18	8	E	12.403033	47.302260
MEDIAN90	12	23	54.00	N		47	16	35	E	12.398258	47.276310
MEDIAN91	12	23	25.00	N		47	14	1	E	12.390176	47.233669
MEDIAN92	12	23	10.00	N		47	12	43	E	12.385997	47.212047
MEDIAN93	12	21	30.00	N		47	5	49	E	12.358244	47.096999
MEDIAN94	12	21	12.00	N		47	4	35	E	12.353219	47.076284
MEDIAN95	12	18	13.00	N		46	52	26	E	12.303651	46.873757
MEDIAN96	12	15	22.00	N		46	40	54	E	12.256199	46.681634
MEDIAN97	12	15	22.00	N		46	40	52	E	12.256068	46.681109
MEDIAN98	12	15	21.00	N		46	40	47	E	12.255748	46.679820

MEDIAN99	12	15	19.00	N		46	40	42	E	12.255408	46.678454
MEDIAN100	12	11	48.00	N		46	30	56	E	12.196801	46.515453
MEDIAN101	12	10	7.00	N		46	26	10	E	12.168548	46.436091
MEDIAN102	12	9	58.00	N		46	25	45	E	12.166063	46.429122
MEDIAN103	12	7	20.00	N		46	18	18	E	12.122114	46.304874
MEDIAN104	12	7	1.00	N		46	17	26	E	12.117032	46.290458
MEDIAN105	12	5	7.00	N		46	15	28	E	12.085256	46.257677
MEDIAN106	12	3	16.00	N		46	5	19	E	12.054528	46.088501
MEDIAN107	12	2	34.00	N		46	1	29	E	12.042833	46.024636
MEDIAN108	11	58	39.00	N		45	51	15	E	11.977592	45.854223
MEDIAN109	11	50	51.00	N		45	30	57	E	11.847632	45.515873
MEDIAN110	11	50	38.00	N		45	30	23	E	11.843947	45.506301
MEDIAN111	11	49	53.00	N		45	28	19	E	11.831414	45.472008
MEDIAN112	11	46	28.00	N		45	19	14	E	11.774394	45.320433
MEDIAN113	11	46	5.00	N		45	18	13	E	11.767990	45.303630
MEDIAN114	11	43	12.00	N		45	10	41	E	11.720072	45.177922
MEDIAN115	11	43	4.00	N		45	10	19	E	11.717837	45.172027
MEDIAN116	11	42	29.00	N		45	8	12	E	11.707988	45.136723
MEDIAN117	11	41	28.00	N		45	5	22	E	11.690998	45.089319
MEDIAN118	11	39	10.00	N		44	54	33	E	11.652671	44.909029
MEDIAN119	11	38	35.00	N		44	52	1	E	11.643056	44.866896
MEDIAN120	11	38	16.00	N		44	50	39	E	11.637878	44.844063
MEDIAN121	11	37	16.00	N		44	46	14	E	11.621207	44.770641
MEDIAN122	11	35	55.00	N		44	43	8	E	11.598491	44.718752
MEDIAN123	11	35	11.00	N		44	41	28	E	11.586441	44.691069
MEDIAN124	11	34	6.00	N		44	39	21	E	11.568461	44.655704
MEDIAN125	11	34	17.00	N		44	37	44	E	11.571459	44.628750
MEDIAN126	11	34	25.00	N		44	37	5	E	11.573683	44.618063
MEDIAN127	11	34	58.00	N		44	35	10	E	11.582916	44.586233
MEDIAN128	11	40	48.00	N		44	25	35	E	11.679927	44.426438
MEDIAN129	11	41	13.00	N		44	24	60	E	11.686952	44.416600
MEDIAN130	11	41	55.00	N		44	24	1	E	11.698489	44.400369
MEDIAN131	11	43	59.00	N		44	21	1	E	11.733037	44.350250
MEDIAN132	11	44	15.00	N		44	20	37	E	11.737596	44.343638
MEDIAN133	11	50	1.00	N		44	11	34	E	11.833534	44.192699
MEDIAN134	11	50	2.00	N		44	11	31	E	11.833956	44.192034
MEDIAN135	11	51	33.00	N		44	8	36	E	11.859106	44.143206
EQUI_DIST001	11	51	7.00	N		44	4	28	E	11.851921	44.074425
EQUI_DIST002	11	50	42.00	N		44	0	21	E	11.845130	44.005739
EQUI_DIST003	11	50	32.00	N		43	58	38	E	11.842172	43.977139
EQUI_DIST004	11	50	23.00	N		43	57	8	E	11.839613	43.952229
EQUI_DIST005	11	50	3.00	N		43	54	7	E	11.834250	43.902056
EQUI_DIST006	11	49	47.00	N		43	51	40	E	11.829642	43.861138
EQUI_DIST007	11	49	36.00	N		43	50	21	E	11.826547	43.839248
EQUI_DIST008	11	49	12.00	N		43	47	43	E	11.820065	43.795170
EQUI_DIST009	11	49	10.00	N		43	47	27	E	11.819424	43.790921
EQUI_DIST010	11	48	58.00	N		43	46	11	E	11.816191	43.769761
EQUI_DIST011	11	48	46.00	N		43	44	51	E	11.812640	43.747539
EQUI_DIST012	11	48	35.00	N		43	43	58	E	11.809828	43.732890
EQUI_DIST013	11	48	5.00	N		43	41	18	E	11.801425	43.688284
EQUI_DIST014	11	46	56.00	N		43	35	24	E	11.782224	43.590037
EQUI_DIST015	11	46	13.00	N		43	31	49	E	11.770291	43.530385
EQUI_DIST016	11	45	47.00	N		43	29	37	E	11.763000	43.493556
EQUI_DIST017	11	45	37.00	N		43	28	49	E	11.760281	43.480162
EQUI_DIST018	11	45	35.00	N		43	26	54	E	11.759659	43.448220
EQUI_DIST019	11	44	53.00	N		43	26	3	E	11.748041	43.434047
EQUI_DIST020	11	44	18.00	N		43	25	21	E	11.738200	43.422603
EQUI_DIST021	11	40	59.00	N		43	21	46	E	11.682999	43.362757
EQUI_DIST022	11	38	34.00	N		43	19	5	E	11.642839	43.318160
EQUI_DIST023	11	37	46.00	N		43	17	38	E	11.629519	43.294022
EQUI_DIST024	11	37	5.00	N		43	16	24	E	11.618021	43.273273
EQUI_DIST025	11	37	2.00	N		43	16	23	E	11.617224	43.273078
EQUI_DIST026	11	35	33.00	N		43	16	2	E	11.592537	43.267205
EQUI_DIST027	11	35	30.00	N		43	16	1	E	11.591733	43.267017
EQUI_DIST028	11	34	14.00	N		43	15	44	E	11.570649	43.262193

EQUI_DIST029	11	34	11.00	N		43	15	42	E	11.569692	43.261651
EQUI_DIST030	11	34	9.00	N		43	15	41	E	11.569305	43.261440
EQUI_DIST031	11	34	2.00	N		43	15	40	E	11.567152	43.261034
EQUI_DIST032	11	33	47.00	N		43	15	37	E	11.563151	43.260342
EQUI_DIST033	11	33	36.00	N		43	15	35	E	11.560035	43.259852
EQUI_DIST034	11	31	53.00	N		43	15	26	E	11.531370	43.257137
EQUI_DIST035	11	31	42.00	N		43	15	25	E	11.528380	43.257061
EQUI_DIST036	11	31	42.00	N		43	15	25	E	11.528360	43.257061
EQUI_DIST037	11	31	40.00	N		43	15	26	E	11.527695	43.257110
EQUI_DIST038	11	30	15.00	N		43	15	35	E	11.504034	43.259610
EQUI_DIST039	11	29	59.00	N		43	15	37	E	11.499600	43.260308
EQUI_DIST040	11	29	43.00	N		43	15	40	E	11.495365	43.261151
EQUI_DIST041	11	29	26.00	N		43	15	45	E	11.490643	43.262572
EQUI_DIST042	11	29	3.00	N		43	16	22	E	11.484261	43.272741
EQUI_DIST043	11	27	60.00	N		43	15	44	E	11.466666	43.262222
SP2	11	27	38.80	N		43	15	31.6	E	11.460778	43.258778

Annex 16

Republic of Kenya, Law No. 2 of 1972, *Territorial Waters Act* (16 May 1972)

THE TERRITORIAL WATERS ACT, 1972

No. 2 of 1972

Date of Assent: 16th May, 1972

Date of Commencement: 16 May, 1972

An Act of Parliament to make provision for the delimitation of the territorial waters of Kenya, and for purposes incidental thereto

ENACTED by the Parliament of Kenya, as follows:—

Short title.

1. This Act may be cited as the Territorial Waters Act, 1972.

Breadth of the territorial waters.

2. (1) Except as provided in subsection (4) of this section the breadth of the territorial waters of the Republic of Kenya shall be twelve nautical miles.

(2) The breadth of such territorial sea shall be measured in the manner set out in the Schedule to this Act calculated in accordance with the provisions of the Convention on the Territorial Sea and the Contiguous Zone done at Geneva on 29th April, 1958.

(3) For the purposes of Article 7 of the aforesaid Convention Ungwana Bay (sometime known as Formosa Bay) shall be deemed to be and always to have been an historic bay.

(4) On the coastline adjacent to neighbouring States the breadth of the territorial sea shall extend to a Median Line every point of which is equidistant from the nearest points on the baselines from which the breadth of the territorial waters of each of the respective States is measured.

Evidence.

3. If, in any proceedings before any court in Kenya, a question arises as to whether an act or omission takes place within or without the territorial waters of Kenya, a certificate to that effect signed by or on behalf of the Minister for the time being responsible for foreign affairs shall be received in evidence and be deemed to be so signed without further proof, and any such certificate shall constitute prima facie proof of the facts certified therein.

Modification of laws.

4. (1) Any reference occurring in any written law to the territorial waters shall be construed subject to the provisions of this Act.

Cap. 2.

(2) Subsection (1) of section 3 of the Interpretation and General Provisions Act is amended by the deletion of the definition of "territorial waters" and the substitution therefor of the following—

> "the territorial waters" means any part of the open sea within twelve nautical miles of the coast of Kenya measured in accordance with the provisions of the Territorial Waters Act, 1972, and includes any inland waters of Kenya;.

No. 2 of 1972.

SCHEDULE (s. 2)

The area of the territorial waters of the Republic of Kenya extends on the coastline adjacent to the High Seas to a line twelve International Nautical Miles seawards from the straight baselines, low water lines or low tide elevations, hereinafter described as follows:—

Commencing on the straight line joining Diua Damasciaca Island and Kiungamwina Island at the point at which this line is intersected perpendicularly by the Median straight line drawn from Boundary Pillar 29 (being the terminal pillar of the Kenya-Somalia land boundary),

thence continuing south westerly by a straight base line to Kiungamwina Island;

thence south westerly by a straight base line for about 7 km. to an unnamed island;

thence south westerly by a straight base line for about 25 km. to Little Head;

thence south westerly by a straight base line for about 11 km. to Boteler Island;

thence south westerly by a straight base line for about 45 km. to Ras Takwa;

thence south westerly by a straight base line for about 18 km. to Kinyika Island;

thence south westerly by a straight base line for about 9 km. to Tenewi Ya Juu Island;

thence south westerly by a straight base line for about 26 km. to Ziwaiu Island;

thence south westerly by a straight base line across Ungwana Bay for about 56 km. to the northernmost point of Ras Ngomeni;

SCHEDULE—(*Contd.*)

thence continuing generally along the low water line to Ras Wasini (provided that the following bays are internal waters and the inner boundary of the territorial sea shall follow the closing lines across their entrances

Sabaki River, Mida Creek, Kilifi Creek, Takaungu Creek, Mtwapa Creek, Mombasa and Kilindini Harbours, Mwachema River, Mafiaha (Gazi) Bay, Funzi Bay);

thence southerly across the Wasini Channel to Ras Kisinga Mkoni;

thence by the low water line to Mpunguti Ya Chini Island;

thence southerly by a straight base line for about 3 km. to Mpunguti Ya Juu Island;

thence westerly by a straight base line for about 5 km. to Kisite Island;

thence westerly by a straight base line for about 18 km. to the terminal of the Kenya/Tanzania land boundary at Ras Jimbo.

Annex 17

Republic of Kenya, *Territorial Waters Act* (16 May 1972, as revised in 1977)

Territorial Waters Act of 16 May 1972, revised in 1977

Short title

1. This Act may be cited as the Territorial Waters Act.

Breadth of the territorial waters

2. (1) Except as provided in subsection (4) of this section the breadth of the territorial waters of the Republic of Kenya shall be twelve nautical miles.

(2) The breadth of such territorial sea shall be measured in the manner set out in the Schedule to this Act calculated with the provisions of the Convention on the Territorial Sea and the Contiguous Zone done at Geneva on 29 April 1958.

(3) For the purposes of article 7 of the aforesaid Convention Ungwana Bay (sometime known as Formosa Bay) shall be deemed to be and always to have been an historic bay.

(4) On the coastline adjacent to neighbouring States the breadth of the territorial sea shall extend to a median line every point of which is equidistant from the nearest points on the baselines from which the breadth of the territorial waters of each of the respective States is measured.

Evidence

3. If, in any proceedings before any court in Kenya, a question arises as to whether an act or omission takes place within or without the territorial waters of Kenya, a certificate to that effect signed by or on behalf of the Minister for the time being responsible for Foreign Affairs shall be received in evidence and be deemed to be so signed without further proof, and any such certificate shall constitute prima facie proof of the facts certified therein.

4. (1) Any reference occurring in any written law to the territorial waters shall be construed subject to the provisions of this Act.

(2) [Spent.]

SCHEDULE

The area of the territorial waters of the Republic of Kenya extends on the coastline adjacent to the High Seas to a line twelve International Nautical Miles seawards from the straight baselines, low water lines or low tide elevations, hereinafter described as follows:

Commencing on the straight line joining Diua Damasciaca Island and Kiungamwina Island at the point at which this line is intersected perpendicularly by the Median straight line drawn from Boundary Pillar 29 (being the terminal pillar of the Kenya-Somali land boundary),

thence continuing south westerly by a straight baseline to Kiungamwina Island;

thence south westerly by a straight baseline for about 7 km. to an unnamed island;

thence south westerly by a straight baseline for about 25 km. to Little Head;

thence south westerly by a straight baseline for about 11 km. to Boteler Island;

thence south westerly by a straight baseline for about 45 km. to Ras Takwa;

thence south westerly by a straight baseline for about 18 km. to Kinyika Island;

thence south westerly by a straight baseline for about 9 km. to Tenewi Ya Juu Island;

thence south westerly by a straight baseline for about 26 km. to Ziwaiu Island;

thence south westerly by a straight baseline across Ungwana Bay for about 56 km. to the northernmost point of Ras Ngomeni;

...

Annex 18

Republic of Kenya, *Approximate Co-ordinates of Baseline Points on Map Sheet SK/74* (28 Feb. 1979)

APPROXIMATE CO-ORDINATES OF BASELINE POINTS ON MAP SHEET SK/74, 28 February 1979

SOUTH SHEET EDN. 5-SK

	LATITUDE (S)	LONGITUDE (E)
Leopard Reef	3° 16' 43"	40° 09' 53"
	3° 18' 48"	40° 07' 27"
	3° 19' 54"	40° 06' 05"
Watamu	3° 21' 26"	40° 01' 34"
	3° 23' 23"	40° 00' 17"
	3° 25' 21"	39° 58' 32"
	3° 32' 51"	39° 55' 08"
	3° 34' 37"	39° 54' 28"
Blowing Point	3° 41' 14"	39° 53' 23"
Kinuni Ruin	3° 47' 10"	39° 50' 50"
Jumba la Mtwana	3° 56' 02"	39° 47' 35"
Cannon Point	3° 57' 51"	39° 46' 31"
Ras Iwe Tine	4° 01' 54"	39° 44' 12"
Leven Reef	4° 04' 25"	39° 42' 54"
Andromache Reed	4° 05' 42"	39° 41' 30"
Black Cliff Point	4° 11' 01"	39° 37' 51"
Ras Mwachema	4° 15' 42"	39° 36' 46"
	4° 21' 46"	39° 34' 37"
	4° 23' 49"	39° 33' 57"
Chale Reef	4° 27' 51"	39° 32' 06"
Ras Kanda	4° 34' 37"	39° 27' 17"
Mpunguti ya Juu Island	4° 42' 24"	39° 24' 39"
Kisite Island	4° 42' 13"	39° 22' 18"
Ras Jimbo	4° 40' 53	39° 13' 22"

NORTH SHEET EDN 2-SK

	LATITUDE (S)	LONGITUDE (E)
Shakani Reef	01° 41' 27"	41° 33' 50"
Middle Reef	01° 43' 24"	41° 32' 52'
Kiungamwina Drying Reef	01° 46' 19"	41° 30' 50"
Island Reef	01° 48' 25"	41° 28' 40"
Little Head	01° 57' 35"	41° 18' 56"
Middle Point	01° 59' 45"	41° 17' 59"
Boteler (Dhahabu) Ledge	02° 02' 18"	41° 16' 13"
Kwamba Hasani	02° 07' 18"	41° 12' 35"
Kwamba Hanawi	02° 14' 45"	41° 03' 48"

Ras Takwa	02° 18' 22"	40° 57' 35"
Kinyika Island	02° 25' 42"	40° 50' 45"
Ziwa La Juu Island	02° 28' 19"	40° 46' 46"
Mwamba Mazarui	02° 33' 19"	40° 40' 00"
Mwamba wa Punju	02° 36' 43"	40° 37' 13"
Near Mwamba Ziwaiu	02° 38' 15"	40° 34' 45"
Ras Ngomeni	02° 59' 01"	40° 14' 41"

(1)

Endnotes

1 (Note - Note)

Illustrative map: Atlas of the Straight Baselines, part I, edited by B./Francalanci, D. Romanò and T. Scovazzi (Milan, Giuffrè, 1986), p. 89.

Annex 19

Republic of Kenya, *Presidential Proclamation of 28 February 1979* (28 Feb. 1979)

Presidential Proclamation of 28 February 1979(1)

...

1. That notwithstanding any rule of law or any practice which may hitherto have been observed in relation to Kenya or the waters beyond or adjacent to the territorial Sea of Kenya, the Exclusive Economic Zone of the Republic of Kenya extend across the sea to a distance of two hundred nautical miles measured from the appropriate base line from where the territorial sea is measured as indicated in the Map annexed to this Proclamation. Without prejudice to the foregoing, the Exclusive Economic Zone of Kenya shall:

(a) in respect of its southern territorial waters boundary with the United Republic of Tanzania be an eastern latitude north of Pemba island to start at a point obtained by the northern intersection of two arcs one from the Kenya Lighthouse at Mpunguti ya Juu, and the other from Pemba island Lighthouse at Ras Kigomasha.

(b) in respect of its northern territorial waters boundary with Somali Republic be on eastern latitude South of Diua Damasciaca Island being latitude 1° 38' South.

2. That this Proclamation shall not affect or be in derogation of the vested rights of the Republic of Kenya over the Continental Shelf as defined in the Continental Shelf Act 1973.

3. All States shall, subject to the applicable laws and regulations of Kenya, enjoy in the Exclusive Economic Zone the freedom of navigation and overflight and of the laying of sub-marine cables and pipelines and other internationally lawful recognized uses of the sea related to navigation and communication.

4. That the scope and regime of the Exclusive Economic Zone shall be as defined in the schedule attached to this Proclamation.

SCHEDULE

The scope and régime of Exclusive Economic Zone

1. In and throughout the zone Kenya exercises the following:

(a) Sovereign rights for the purpose of exploring, exploiting, conserving and managing the natural resources, whether renewable or non-renewable of the water column, the seabed, and the subsoil thereof.

(b) Sovereign rights with regard to other activities for the economic exploration and exploitation of the zone, such as the production of energy from the water currents and winds.

(c) (i) Jurisdiction with respect to regulation control and preservation of marine environment including pollution control and abatement.

(ii) Exclusive jurisdiction with respect to authorization and control of scientific research.

(iii) Exclusive jurisdiction with respect to the establishment and use of artificial islands, installations, structures and other devises including customs, fiscal, health, public order and immigration regulations pertaining

thereto.

(iv) Other rights and duties compatible with international conventions or protocols to which Kenya is or may become party.

2. Kenya may permit other States or Nationals of such states to fish in the zone on such terms and conditions and subject to compliance with such regulations as it may prescribe. In particular and without prejudice to the generality of the foregoing these may inter alia relate to the following:

(a) Licensing of fishermen, fishing vessels and gear including payment of fees and other forms of remuneration.

(b) Conservation measures to preserve and manage the exploitation of fisheries resources including measures relating to and determining the species which may be caught and fixing quotas per vessel over a period of time or to the catch by nationals of any State during a specified period.

(c) Regulating seasons and areas of fishing, the types, sizes and amount of gear, and the numbers, sizes and types of fishing vessels that may be used in the zone.

(d) Fixing the age and size of fish and other species that may be caught.

(e) Specifying information required of fishing vessels, including catch and effort statistics and vessel position reports.

(f) Requiring, under the authorization and control of Kenya, the conduct of specified fisheries research programmes and regulating the conduct of such research, including the sampling of catches, disposition of samples, and reporting of associated scientific data.

(g) The placing of Kenyan observers or trainees on board such vessels.

(h) The landing of all or any part of the catch by such vessels in the ports of Kenya.

(i) Terms and conditions relating to joint ventures or other cooperative arrangements.

(j) Requirements for training personnel and transfer of fisheries technology including enhancement of Kenya's capability of undertaking fisheries research, management and development of the living resources of the zone.

(k) Measures for the enforcement of Law and regulations in accordance with this Proclamation.

Endnotes

1 (Note - Note)

Text transmitted by the Permanent Mission of Kenya to the United Nations.

Annex 20

Republic of Kenya, Chapter 371, *Maritime Zones Act* (25 Aug. 1989)



THE REPUBLIC OF KENYA

LAWS OF KENYA

MARITIME ZONES ACT

CHAPTER 371

Revised Edition 2012 [1991]

Published by the National Council for Law Reporting
with the Authority of the Attorney-General

www.kenyalaw.org

Annex 20

CHAPTER 371

MARITIME ZONES ACT

ARRANGEMENT OF SECTIONS

PART I – PRELIMINARY

Section

1. Short title.
2. Interpretation.

PART II – TERRITORIAL WATERS

3. Breadth of the territorial waters.

PART III – EXCLUSIVE ECONOMIC ZONE

4. Establishment and delimitation of exclusive economic zone.
5. Exercise of sovereignty.
6. Rights of other states.
7. Jurisdiction.
8. Application of Fisheries Act.

PART IV – MISCELLANEOUS PROVISIONS

9. Regulations.
10. Evidence.
11. Modifications to give effect to international agreements.
12. Onus of proof.
13. Repeal and modification of the Laws.

FIRST SCHEDULE – AREA OF THE TERRITORIAL WATERS

SECOND SCHEDULE – WRITTEN LAWS AMENDED

CHAPTER 371

MARITIME ZONES ACT

[Date of assent: 22nd August, 1989.]

[Date of commencement: 25th August, 1989.]

An Act of Parliament to consolidate the law relating to the territorial waters and the continental shelf of Kenya; to provide for the establishment and delimitation of the exclusive economic zone of Kenya; to provide for the exploration and exploitation and conservation and management of the resources of the maritime zones; and for connected purposes

[Act No. 6 of 1989.]

PART I – PRELIMINARY

1. Short title

This Act may be cited as the Maritime Zones Act.

2. Interpretation

In this Act, unless the context otherwise requires—

"exclusive economic zone" means the exclusive economic zone of Kenya established and delimited by section 5;

"fish" means fish as defined in section 2 of the Fisheries Act (Cap. 378);

"fishing craft" means a fishing vessel as defined in section 2 of the Fisheries Act (Cap. 378) and includes an aircraft, hovercraft and any submersible craft used in the catching of fish;

"installation" includes any moored vessel, communication cable, oil pipeline, military surveillance installation and any structure whether permanent or temporary within the maritime zone, which is being or intended to be used for or in connection with the exploration and exploitation and conservation and management of the natural resources;

"maritime zones" means the exclusive economic zone together with the territorial waters and the air space above the exclusive economic zone;

"natural resources" means the living and non-living resources of the seabed and subsoil thereof, and of the waters superjacent to the seabed;

"nautical mile" means the international nautical mile.

PART II – TERRITORIAL WATERS

3. Breadth of territorial waters

(1) Except as provided in subsection (4), the breadth of the territorial waters of Kenya shall be twelve nautical miles.

(2) The breadth of the territorial waters shall be measured in the manner set out in the First Schedule calculated in accordance with the provisions of the United Nations Convention on the Law of the Sea done at Montego Bay on 10th December, 1982.

(3) For the purpose of Article 7 of that Convention, Ungwana Bay (formerly known as Formosa Bay) shall be deemed to be and always to have been an historic bay; and the Minister may, by notice published in the *Gazette*, declare any other bays or waters to be historic bays or waters.

(4) On the coastline adjacent to neighbouring states, the breadth of the territorial waters shall extend to every point of which is equidistant from the nearest points on the baselines from which the breadth of the territorial waters of each of respective states is measured.

PART III – EXCLUSIVE ECONOMIC ZONE

4. Establishment and delimitation of exclusive economic zone

(1) There shall be an exclusive economic zone of Kenya.

(2) Subject to subsections (3) and (4), the exclusive economic zone shall comprise those areas of the sea, seabed and subsoil that are beyond and adjacent to the territorial waters, having as their limits a line measured seaward from the baselines, low waterlines or low tide elevations described in the First Schedule, every point of which is 200 nautical miles from the point on the baselines, low water marks or low tide elevations.

(3) The southern boundary of the exclusive economic zone with Tanzania shall be on an easterly latitude north of Pemba Island obtained by the northern intersection of two arcs one from the Kenya lighthouse at Mpunguti Ya Juu Island, and the other from Pemba Island lighthouse at Ras Kigomasha.

(4) The northern boundary of the exclusive economic zone with Somalia shall be delimited by notice in the *Gazette* by the Minister pursuant to an agreement between Kenya and Somalia on the basis of international law.

5. Exercise of sovereignty

Kenya shall, within the exclusive economic zone, exercise sovereign rights with respect to the exploration and exploitation and conservation and management of the natural resources of the zone and without prejudice to the generality of the foregoing, the exercise of the sovereign rights shall be in respect of—

(a) exploration and exploitation of the zone for the production of energy from tides, water currents and winds;

(b) regulation, control and preservation of the marine environment;

(c) establishment and use of artificial islands and offshore terminals, installations, structures and other devices; and

(d) authorisation and control of scientific research.

6. Rights of other states

Subject to any international convention and to any other written law for the time being in force making provisions with respect to transport and communications by sea or air, all states shall enjoy navigation and over-flight, laying of submarine cables and pipelines and other lawful uses recognised by international law in the exclusive economic zone.

7. Jurisdiction

(1) Any offence against any written law constituted by, and any question or dispute of a civil nature concerning or arising out of, any act or omission which occurs within the exclusive economic zone in connection with the exploration and exploitation, or conservation and management, of the seabed and subsoil or natural resources shall be subject to the jurisdiction of the courts of Kenya as if the offence, or the question or dispute, occurred in Kenya, and may be determined accordingly by any court of competent jurisdiction.

(2) The jurisdiction conferred on any court by subsection (1) shall be in addition to, and not in derogation of, any jurisdiction exercisable apart from this section by that or any other court and any power afforded by any other written law.

8. Application of Fisheries Act

(1) Subject to subsection (2), the provisions of the Fisheries Act (Cap. 378) and rules and regulations made thereunder shall apply to the exclusive economic zone.

(2) Notwithstanding any provision of the Fisheries Act (Cap. 378), a foreign fishing craft may be used for fishing within the exclusive economic zone for the purpose of fisheries research or of experimentation or sport, subject to the prior consent in writing of the Minister to such activity and in accordance with such conditions (if any) as the Minister may impose in giving his consent.

PART IV – MISCELLANEOUS PROVISIONS

9. Regulations

(1) Where no other provision is for the time being made by any other written law, the Minister may make regulations to regulate the exploration and exploitation and conservation and management of the maritime zones that may be necessary or expedient for carrying out the objects and purposes of this Act, and without prejudice to the generality of the foregoing, for all or any of the following purposes—

(a) regulating the conduct of scientific research;

(b) prescribing measures for the protection and preservation of the marine environment;

(c) regulating the construction, maintenance, operation, and use of, and establishment of safety areas around artificial islands (whether permanent or temporary), offshore terminals, installations and other structures;

(d) regulating the exploration and exploitation of the maritime zones for the production of energy from the tides, water currents and winds, and for any other economic uses;

(e) providing for the passage of warships or other military vessels through the exclusive economic zone and the conduct of any military manoeuvres therein;

(f) providing for such other matters as are necessary to give full effect to the sovereign rights of Kenya in the exclusive economic zone;

(g) in consultation with the Minister for the time being responsible for finance, providing for the levying of customs and excise duties;

(h) prescribing the fees to be paid in respect of any matter or thing prescribed by this Act or the regulations;

(i) prescribing all matters that are authorised by this Act or the regulations to be prescribed.

(2) All regulations may impose conditions, require acts or things to be performed or done to the satisfaction of the Minister, empower the Minister to issue orders either orally or in writing requiring acts to be performed or done and may prescribe periods or dates upon, within or before which such acts or things shall be performed or done or such conditions shall be fulfilled.

(3) The Minister may provide that a breach of any regulation shall be punishable with a fine not exceeding two hundred thousand shillings:

Provided that any warship or other military vessel which contravenes regulations made pursuant to paragraph (e) of subsection (1) shall be liable to be ordered, orally or in writing, by or on behalf of the Minister to leave the zone.

10. Evidence

If in any proceedings, whether civil or criminal, a question arises as to whether an act or omission occurred within or outside the maritime zones, a certificate to that effect signed by the Minister shall be received in evidence and be deemed to be signed without further proof, and such certificate shall constitute proof of the facts certified therein.

11. Modifications to give effect to international agreements

The Minister may, from time to time, by notice in the *Gazette*, limit any provision of this Act so far as it is necessary to give effect to any convention on the Law of the Sea or to any other international agreement or convention affecting the maritime zones.

12. Onus of proof

Without prejudice to the provisions of any other law for the time being in force, in any criminal proceedings where the defendant is charged with having contravened a provision under which a licence, permit, or the consent of any person, is required for the doing of any act in the maritime zones, the us shall be on the defendant to prove that at the time to which the charge relates the requisite licence, permit or consent was duly held.

13. Repeal and modification of the Laws

(1) Any reference occurring in any written law to the exclusive economic zone and the territorial waters shall be construed subject to the provisions of this Act.

(2) [Spent.]

FIRST SCHEDULE

[Section 3.]

AREA OF THE TERRITORIAL WATERS

The area of the territorial waters of the Republic of Kenya extends on the coastline adjacent to the High Seas to a point twelve international nautical miles seawards from the straight baselines, low water lines or low tide elevations, hereinafter described as follows:

Commencing on the straight line joining Diua Damasciaca Island and Kiungamwina Island at the point at which this line is intersected perpendicularly by the Median straight line drawn from Boundary Pillar 29 (being the terminal pillar of the Kenya-Somalia boundary);

thence continuing south westerly by a straight base line to Kiungamwina Island;

thence south westerly by a straight base line for about 25 km. to Little Head;

thence south westerly by a straight base line for about 11 km. to Boteler Island;

thence westerly by a straight base line for about 45 km. to Ras Takwa;

thence south westerly by a straight base line for about 18 km. to Kinyika Island;

thence south westerly by a straight base line for about 9 km. to Tenewi Ya Juu Island;

thence south westerly by a straight base line for about 26 km. to Ziwaiu Island;

thence south westerly by a straight base line across Ungwana Bay for about 56 km. to the northernmost point of Ras Ngomeni;

thence continuing generally along the low water line to Ras Wasini;

thence southerly across the Wasini Channel to Ras Kisinga Mkoni;

thence by the low water line to Mpunguti Ya Chini Island;

thence westerly by a straight base line for about 18 km. to the terminal of the Kenya/Tanzania land boundary at Ras Jimbo.

SECOND SCHEDULE

WRITTEN LAWS AMENDED

[Spent.]

Annex 20

Annex 21

Republic of Kenya, Legal Notice No. 82, *Proclamation by the President of the Republic of Kenya* (9 June 2005), *published in Kenya Gazette Supplement No. 55 (Legislative Supplement No. 34)* (22 July 2005)

FEES PAYABLE UNDER THE PRIVATE MEDICAL INSTITUTIONS RULES

Category	*Application Fees*	*Registration Fees Annual*	*Licence Fees*
Large and well established private hospitals	1,000	20,000	30,000
Maternity and nursing homes and medium hospitals	1,000	10,000	20,000
Faith based hospitals	1,000	5,000	10,000
Private institutional clinics, dispensaries, health centres, medical centres	1,000	5,000	10,000
Faith based dispensaries, clinics, health centres, medical centres	1,000	5,000	2,000

Dated the 14th July, 2005.

C. K. NGILU,
Minister for Health.

LEGAL NOTICE NO. 81

THE BETTING LOTTERIES AND GAMING ACT

(*Cap.* 131)

AUTHORIZATION OF EXECUTIVE OFFICER OF THE BOARD

IN EXERCISE of the powers conferred by section 3 (10) of the Betting Lotteries and Gaming Act, the Chairman of the Betting Control and Licensing Board authorizes the Director of Gaming, who is also the Secretary of the Board, to issue under his hand all permits and licences issued under the Act and all communications issued from the said Board.

Dated the 4th July, 2005.

J. I. ADONGO,
Chairman,
Betting Control and Licensing Board.

PRINTED AND PUBLISHED BY THE GOVERNMENT PRINTER, NAIROBI

Annex 21

LEGAL NOTICE NO. 82

PROCLAMATION BY THE PRESIDENT OF THE REPUBLIC OF KENYA

WHEREAS the Third United Nations Convention on the Law of the Sea, recognizes the right of a coastal state to establish beyond and adjacent to its territorial sea, the Exclusive Economic Zone, and to exercise thereon sovereign rights for the purposes of exploring, exploiting, conserving and managing the natural resources whether renewable or non-renewable, of the water column, sea-bed and sub-soil;

And whereas, it is already recognized by the said convention that the extent of the area referred to as the Exclusive Economic Zone, aforesaid, shall not exceed two hundred nautical miles measured from the same base line as the territorial sea.

And whereas, it is necessary that a declaration be made establishing the extent of the said Exclusive Economic Zone of the Republic of Kenya.

Now therefore, I, Mwai Kibaki, President and Commander-in-Chief of the Armed Forces of the Republic of Kenya, do declare and proclaim in accordance with the Constitution of the Republic of Kenya:

1. That notwithstanding any rule of law or any practice which may hitherto have been observed in relation to Kenya of the waters beyond or adjacent to the territorial Sea of Kenya, the Exclusive Economic Zone of the Republic of Kenya shall extend across the sea to a distance of two hundred nautical miles measured from the appropriate base line from where the territorial sea is measured as indicated in the Map annexed to this Proclamation. Without prejudice to the foregoing, the Exclusive Economic Zone of Kenya shall:

(a) In respect of its southern territorial waters boundary with the United Republic of Tanzania be eastern latitude north of Pemba Island to start at a point obtained by the northern intersection of two arcs one from the Kenya Light-house at Ras Kigomasha.

(b) In respect of its northern territorial waters boundary with Somali Republic be on eastern latitude South of Diua Damascian Island being latitude 1° 39' 34" degrees south.

2. That this Proclamation replaces the earlier Proclamation by Kenya but shall not affect or be in derogation of the vested rights of the Republic of Kenya over the Continental Shelf as defined in the Continental Shelf Act, 1973.

3. All states, shall subject to the applicable laws and regulation of

Kenya, enjoy in the Exclusive Economic Zone the freedom of navigation and over flight and of the laying of sub-marine cables and pipelines and other internationally lawful recognized uses of the sea related to navigation and communication.

4. That the scope and regime of the Exclusive Economic Zone shall be as defined in the Schedule attached to this Proclamation.

FIRST SCHEDULE

The area of the territorial waters of the Republic of Kenya extends to a point twelve international nautical miles from the straight baseline, hereinafter described as follows:

Diua Damasciaca	1° 39' 34.25344" S	41° 34' 44.19626" E
Kiungamwina Drying	1° 46' 39.55824" S	41° 30' 09.02159" E
Mwamba Haasani	2° 07' 04.15178" S	41° 11' 50.25051" E
Mwamba wa Punju	2° 36' 51.85347" S	40° 37' 01.06070" E
Ras Ngomeni	2° 58' 46.46191" S	40° 14' 24.69583" E
Leopard Reef	3° 16' 18.11141" S	40° 09' 42.26120" E
Jumba la Mtwana	3° 56' 23.60363" S	39° 47' 18.81358" E
Leven Reef	4° 03' 03.42975" S	39° 43' 21.75929" E
Chale Reef	4° 27' 37.64311" S	39° 32' 01.50853" E
Mwamba Kitungamwe	4° 48' 25.43385" S	39° 21' 32.85192" E

SECOND SCHEDULE

The Exclusive Economic Zone of the Republic of Kenya is the area described by the following points and 200 nautical miles wide as measured from the baseline.

Diua Damasciaca	1° 39' 34.253" S	41° 34' 44.196" E
E-Diua Damasciaca	1° 39' 36.000" S	44° 54' 47.520" E
E-Diua Damasciaca	1° 39' 36.000" S	44° 54' 47.520" E
E-A	2° 39' 36.000" S	44° 43' 19.092" E
E-B	3° 39' 36.000" S	44° 15' 13.896" E
E-C	4° 40' 53.004" S	43° 20' 36.204" E
T-C	4° 40' 55.740" S	39° 36' 30.240" E
T-B	4° 40' 52.000" S	39° 36' 18.000" E
T-A	4° 49' 56.000" S	39° 20' 58.000" E
B-MK	4° 49' 51.636" S	39° 20' 59.244" E

The baseline is as described under the First Schedule.

Signed and sealed with the Public Seal for the Republic of Kenya at Nairobi this 9th day of June, two thousand and five.

MWAI KIBAKI,
President of the Republic of Kenya.

PRINTED AND PUBLISHED BY THE GOVERNMENT PRINTER, NAIROBI

(Legislative Supplement No. 35)

LEGAL NOTICE NO. 83

THE CENTRAL BANK OF KENYA (AMENDMENT) ACT

(*No.* 8 *of* 2004)

COMMENCEMENT

IN EXERCISE of the powers conferred by section 1 of the Central Bank of Kenya (Amendment) Act, 2004, the Minister for Finance appoints the 1st August, 2005, as the date on which the Act shall come into operation.

Made on the 27th July, 2005.

DAVID MWIRARIA,
Minister for Finance.

LEGAL NOTICE NO. 84

THE RETIREMENT BENEFITS ACT

(*No.* 3 *of* 1997)

IN EXERCISE of the powers conferred by section 55 of the Retirement Benefits Act, 1997, the Minister for Finance makes the following Regulations:—

THE RETIREMENT BENEFITS (OCCUPATIONAL RETIREMENT BENEFITS SCHEMES) (AMENDMENT) (NO. 2) REGULATIONS, 2005

1. These Regulations may be cited as the Retirement Benefits (Occupational Retirement Benefits Schemes) (Amendment) (No. 2) Regulations, 2005.

2. The Retirement Benefits (Occupational Retirement Benefits Schemes) Regulations, 2000, are amended by deleting the words "except for the purposes of securing a mortgage loan issued by an institution approved by the Authority" appearing at the end of regulation 22. L.N. 119/2000.

Made on the 25th July, 2005.

DAVID MWIRARIA,
Minister for Finance.

Annex 22

Republic of Kenya, *Deposit by the Republic of Kenya to the United Nations of lists of geographical coordinates of points, pursuant to article 16, paragraph 2, and article 75, paragraph 2 of the Convention, together with Illustrative map number SK 90 and the Proclamation by the President of the Republic of Kenya of 9 June 2005* (11 Apr. 2006)

FIRST SCHEDULE

The area of the territorial waters of the Republic of Kenya extends to a point twelve international nautical miles from the straight baselines, hereinafter described as follows:-

DIUA DAMASCIACA	1° 39′ 34.25344″ S	41° 34′ 44.19626″ E
KIUNGAMWINA DRYING	1° 46′ 39.55824″ S	41° 30′ 09.02159″ E
MWAMBA HAASANI	2° 07′ 04.15178″ S	41° 11′ 50.25051″ E
MWAMBA WA PUNJU	2° 36′ 51.85347″ S	40° 37′ 01.06070″ E
RAS NGOMENI	2° 58′ 46.46191″ S	40° 14′ 24.69583″ E
LEOPARD REEF	3° 16′ 18.11141″ S	40° 09′ 42.26120″ E
JUMBA LA MTWANA	3° 56′ 23.60363″ S	39° 47′ 18.81358″ E
LEVEN REEF	4° 03′ 03.42975″ S	39° 43′ 21.75929″ E
CHALE REEF	4° 27′ 37.64311″ S	39° 32′ 01.50853″ E
MWAMBA KITUNGAMWE	4° 48′ 25.43385″ S	39° 21′ 32.85192″ E

SECOND SCHEDULE

The EEZ of the Republic of Kenya is the area described by the following points and 200nm wide as measured from the baseline.

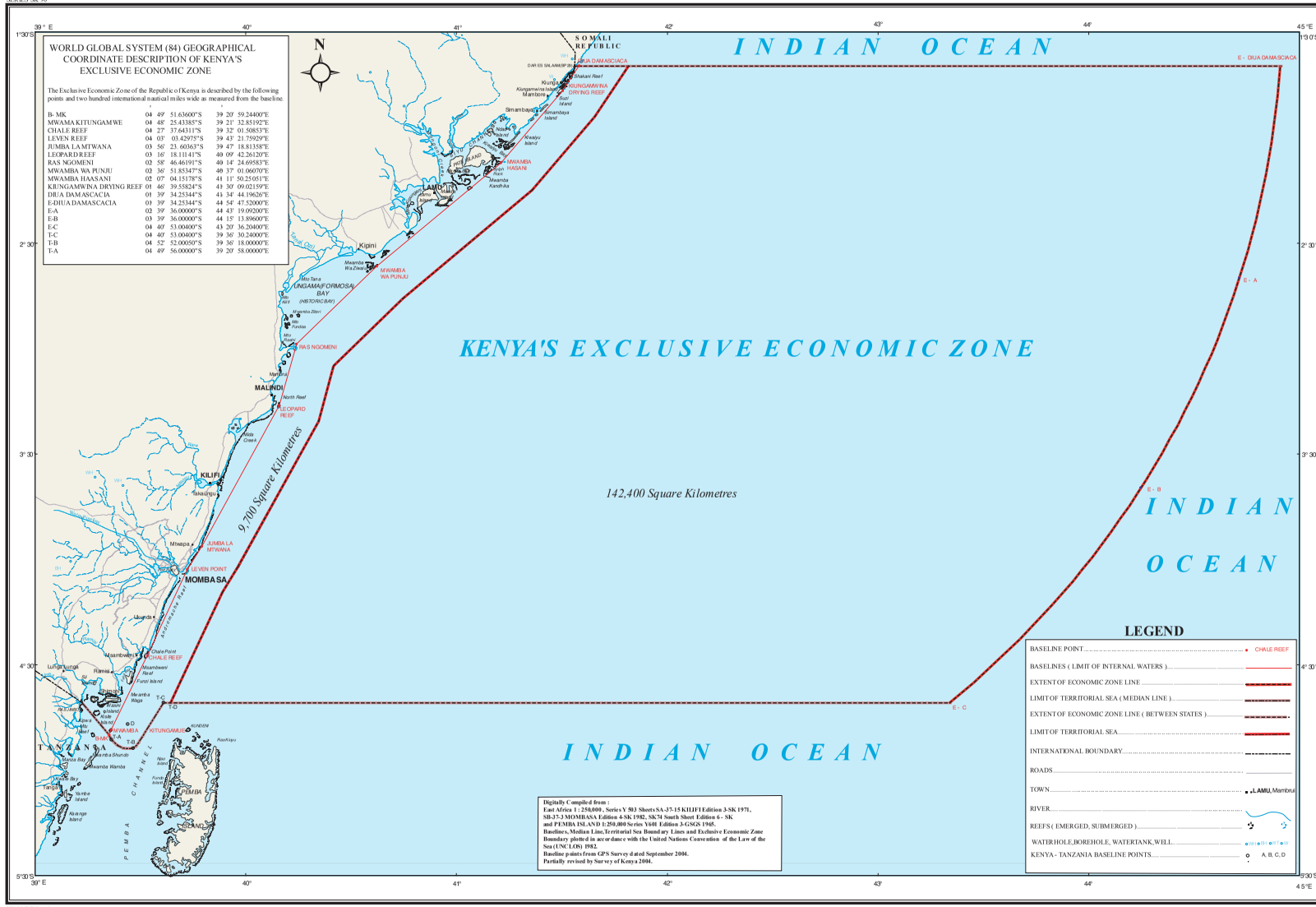
DIUA DAMASCIACA	1°	39′	34.253″ S	41°	34′	44.196″ E
E-DIUA DAMASCIACA	1°	39′	36.000″ S	44°	54″	47.520″ E
E-DIUA DAMASCIACA	1°	39′	36.000″ S	44°	54″	47.520″ E
E-A	2°	39′	36.000″ S	44°	43′	19.092″ E
E-B	3°	39′	36.000″ S	44°	15′	13.896″ E
E-C	4°	40′	53.004″ S	43°	20′	36.204″ E
T-C	4°	40′	55.740″ S	39°	36′	30.240″ E
T-B	4°	40′	52.000″ S	39°	36′	18.000″ E
T-A	4°	49′	56.000″ S	39°	20′	58.000″ E
B-MK	4°	49′	51.636″ S	39°	20′	59.244″ E

The baseline is as described under the First Schedule

KENYA TERRITORIAL SEA / EXCLUSIVE ECONOMIC ZONE

SERIES SK 90

EDITION-4-SK



SK 90 Edition-4

Published by Survey of Kenya 2004

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Scale 1 : 1,000,000

Nautical miles 0 5 10 15 20 25 30 35 40 45 50 55 60 Nautical miles

Kilometres 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 Kilometres

Statute Miles 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75 80 85 90 95 100 105 110 115 120 Statute Miles

Annex 22

Annex

KENYA GAZETTE SUPLEMENT NO. 55 **22nd July 2005**

(Legislative Supplement No. 34)

LEGAL NOTICE No. 82

PROCLAMATION BY THE PRESIDENT OF THE REPUBLIC OF KENYA

WHEREAS the Third United Nations Convention on the Law of the Sea, recognizes the right of a coastal state to establish beyond and adjacent to its territorial sea, the exclusive Economic Zone, and to exercise thereon sovereign rights for the purposes of exploring, exploiting, conserving and managing the natural resources whether renewable or non-renewable, of the water column, sea-bed and subsoil.

And whereas, it is already recognized by the said convention that the extent of the area referred to as the Exclusive Economic, Zone, aforesaid, shall not exceed two hundred nautical miles measured from the same base line as the territorial sea.

And whereas, it is necessary that a declaration be made establishing the extent of the said Exclusive Economic Zone of the Republic of Kenya.

Now therefore, I, Mwai Kibaki, President and Commander-in-Chief of the Armed Forces of the Republic of Kenya, do declare and proclaim in accordance with the Constitution of the Republic of Kenya:

1. That notwithstanding any rule of law or any practice which may hitherto have been observed in relation to Kenya or the waters beyond or adjacent to the territorial Sea of Kenya, the Exclusive Economic Zone of the Republic of Kenya shall extend across the sea to a distance of two hundred nautical miles measured from the appropriate base line from where the territorial sea is measured as indicated in the Map annexed to this Proclamation. Without prejudice to the foregoing, the Exclusive Economic Zone of Kenya shall:

a. In respect of its southern territorial waters boundary with the United Republic of Tanzania be eastern latitude north of Pemba Island to start at a point obtained by the northern intersection of two arcs one from the Kenya Light-house at Ras Kigomasha.

b. In respect of its northern territorial waters boundary with Somali Republic be on eastern latitude South of Diua Damascian Island being latitude 1^{0} 39´ 34" degrees south.

2. That this Proclamation replaces the earlier Proclamation by Kenya but shall not affect or be in derogation of the vested rights of the Republic of Kenya over the Continental Shelf as defined in the Continental Shelf Act, 1973.

3. All states, shall subject to the applicable laws and regulation of Kenya, enjoy in the Exclusive Economic Zone the freedom of navigation and over flight and of the laying of sub-marine cables and pipelines and other internationally lawful recognized uses of the sea related to navigation and communication.

4. That the scope and regime of the Exclusive Economic Zone shall be as defined in the Schedule attached to this Proclamation.

FIRST SCHEDULE

The area of the territorial waters of the Republic of Kenya extends to a point twelve international nautical miles from the straight baseline, hereinafter described as follows:

Diua Damasciaca	1° 39' 34.25344" S	41° 34' 44.19626" E
Kiungamwina Drying	1° 46' 39.55824" S	41° 30' 09.02159" E
Mwamba Haasani	2° 07' 04.15178" S	41° 11' 50.25051" E
Mwamba wa Punju	2° 36' 51.85347" S	40° 37' 01.06070" E
Ras Ngomeni	2° 58' 46.46191" S	40° 14' 24.69583" E
Leopard Reef	3° 16' 18.11141" S	40° 09' 42.26120" E
Jumba la Mtwana	3° 56' 23.60363" S	39° 47' 18.81358" E
Leven Reef	4° 03' 03.42975" S	39° 43' 21.75929" E
Chale Reef	4° 27' 37.64311" S	39° 32' 01.50853" E
Mwamba Kitungamwe	4° 48' 25.43385" S	39° 21' 32.85192" E

SECOND SCHEDULE

The Exclusive Economic Zone of the Republic of Kenya is the area described by the following points and 200.nautical miles wide as measured from the baseline.

Diua Damasciaca	1° 39' 34.253" S	41° 34' 44.196" E
E-Diua Damasciaca	1° 39' 36.000" S	44° 54' 47.520" E
E-Diua Damasciaca	1° 39' 36.000" S	44° 54' 47.520" E
E-A	2° 39' 36.000" S	44° 43' 19.092" E
E-B	3° 39' 36.000" S	44° 15' 13.896" E
E-C	4° 40' 53.004" S	43° 20' 36.204" E
T-C	4° 40' 55.740" S	39° 36' 30.240" E
T-B	4° 40' 52.000" S	39° 36' 18.000" E
T-A	4° 49' 56.000" S	39° 20' 58.000" E
B-MK	4° 49' 51.636" S	39° 20' 59.244" E

The baseline is as described under the First Schedule.

Signed and sealed with the Public Seal for the Republic of Kenya at Nairobi this 9th.day of June, two thousand and five.

MWAI KIBAKI,
President of the Republic of Kenya.

PRINTED AND PUBLISHED BY THE GOVERNMENT PRINTER, NAIROBI



PROCLAMATION BY THE PRESIDENT OF THE REPUBLIC OF KENYA

WHEREAS the Third United Nations Convention on the Law of the Sea, recognizes the right of a coastal state to establish beyond and adjacent to its territorial sea, the Exclusive Economic Zone, and to exercise thereon sovereign rights for the purposes of exploring, exploiting, conserving and managing the natural resources whether renewable or non-renewable, of the water column, sea-bed and sub-soil.

AND WHEREAS, it is already recognized by the said convention that the extent of the area referred to as the Exclusive Economic Zone, aforesaid, shall not exceed two hundred nautical miles measured from the same base line as the territorial sea.

AND WHEREAS, it is necessary that a declaration be made establishing the extent of the said Exclusive Economic Zone of the Republic of Kenya.



NOW THEREFORE, I, MWAI KIBAKI, PRESIDENT AND COMMANDER-IN-CHIEF of the Armed Forces of the Republic of Kenya, do hereby declare and proclaim in accordance with the Constitution of the Republic of Kenya:

1. That notwithstanding any rule of law or any practice which may hitherto have been observed in relation to Kenya or the waters beyond or adjacent to the territorial Seal of Kenya, the Exclusive Economic Zone of the Republic of Kenya shall extend across the sea to a distance of two hundred nautical miles measured from the appropriate base line from where the territorial sea is measured as indicated in the Map annexed to this Proclamation. Without prejudice to the foregoing, the Exclusive Economic Zone of Kenya shall:

(a) In respect of its southern territorial waters boundary with the United Republic of Tanzania be eastern latitude north of Pemba Island to start at a point obtained by the northern intersection of two arcs one from the Kenya Light-house at **Ras Kigomasha.**

(b) In respect of its northern territorial waters boundary with Somali Republic be on eastern latitude South of Diua Damascian Island being latitude **1º 39'34"** degrees south.

2. That this Proclamation replaces the earlier proclamation by Kenya but shall not affect or be in derogation of the vested rights of the Republic of Kenya over the Continental Shelf as defined in the Continental Shelf Act 1973.

3. All states, shall subject to the applicable laws and regulation of Kenya, enjoy in the Exclusive Economic Zone the freedom of navigation and over flight and of the laying of sub-marine cables and pipelines and other internationally lawful recognized uses of the sea related to navigation and communication.

4. That the scope and regime of the exclusive Economic Zone shall be as defined in the schedule attached to this Proclamation.

SIGNED AND SEALED with the Public Seal for the **Republic of Kenya at Nairobi this** ..9th..... **Day of** ..June..... **Two Thousand and Five.**

MWAI KIBAKI
PRESIDENT OF THE REPUBLIC OF KENYA

FIRST SCHEDULE

The area of the territorial waters of the Republic of Kenya extends to a point twelve international nautical miles from the straight baselines, hereinafter described as follows:-

DIUA DAMASCIACA	1° 39′ 34.25344″ S	41° 34′ 44.19626″ E
KIUNGAMWINA DRYING	1° 46′ 39.55824″ S	41° 30′ 09.02159″ E
MWAMBA HAASANI	2° 07′ 04.15178″ S	41° 11′ 50.25051″ E
MWAMBA WA PUNJU	2° 36′ 51.85347″ S	40° 37′ 01.06070″ E
RAS NGOMENI	2° 58′ 46.46191″ S	40° 14′ 24.69583″ E
LEOPARD REEF	3° 16′ 18.11141″ S	40° 09′ 42.26120″ E
JUMBA LA MTWANA	3° 56′ 23.60363″ S	39° 47′ 18.81358″ E
LEVEN REEF	4° 03′ 03.42975″ S	39° 43′ 21.75929″ E
CHALE REEF	4° 27′ 37.64311″ S	39° 32′ 01.50853″ E
MWAMBA KITUNGAMWE	4° 48′ 25.43385″ S	39° 21′ 32.85192″ E

SECOND SCHEDULE

The EEZ of the Republic of Kenya is the area described by the following points and 200nm wide as measured from the baseline.

DIUA DAMASCIACA	1°	39′	34.253″ S	41°	34′	44.196″ E
E-DIUA DAMASCIACA	1°	39′	36.000″ S	44°	54″	47.520″ E
E-DIUA DAMASCIACA	1°	39′	36.000″ S	44°	54″	47.520″ E
E-A	2°	39′	36.000″ S	44°	43′	19.092″ E
E-B	3°	39′	36.000″ S	44°	15′	13.896″ E
E-C	4°	40′	53.004″ S	43°	20′	36.204″ E
T-C	4°	40′	55.740″ S	39°	36′	30.240″ E
T-B	4°	40′	52.000″ S	39°	36′	18.000″ E
T-A	4°	49′	56.000″ S	39°	20′	58.000″ E
B-MK	4°	49′	51.636″ S	39°	20′	59.244″ E

The baseline is as described under the First Schedule

Annex 23

Republic of Kenya, Laws of Kenya, Chapter 2, *The Interpretation and General Provisions Act* (1983, revised ed. 2008)

LAWS OF KENYA

THE INTERPRETATION AND GENERAL PROVISIONS ACT

CHAPTER 2

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Revised Edition 2008 (1983)
Published by the National Council for Law Reporting
with the Authority of the Attorney General.

THE INTERPRETATION AND GENERAL PROVISIONS ACT

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PART I- INTRODUCTORY

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1. Short title.
2. Application.

PART II- GENERAL PROVISIONS OF INTERPRETATION

3. Interpretation of terms.
4.
5. *Repealed.*
6.

PART III- GENERAL PROVISIONS REGARDING WRITTEN LAWS

A-Acts of Parliament, Applied Law and Acts of the Community

7.
8. *Repealed.*

9. Commencement of Acts.
10. Acts to be divided into sections without introductory words.
11. Applied law to be read with necessary modifications.
12. *Repealed.*
13. Reference to written law to include amendments.

B-Written Laws Generally

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15.
16. *Repealed.*
17.
18.

19. Time when written law comes into operation.

C-Repeal, Amendment and Expiry

20. Repealed written law not revived.
21. Repeal of amended law to include amendments.
22. Repeal and substitution.
23. Provisions respecting amended written law, and effect of repealing written law.
24. Effect of repeal of Act on subsidiary legislation.
25. Construction of amending written law with amended written law.
26. Effect of expiry of written law.

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D- Subsidiary Legislation

Section

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28. Retrospective operation of subsidiary legislation.
29. Construction of subsidiary legislation.
30. Exercise of powers between publication and commencement of Act.
31. General provisions with respect to power to make subsidiary legislation.
32. References to written laws to include subsidiary legislation thereunder.
33. Acts done under subsidiary legislation deemed done under Act which authorizes it.
34. Rules and regulations to be laid before National Assembly.
35. Fees.

E-Transfer and Delegation of Statutory Powers and Duties

36. Provision for transfer of statutory powers and duties.
37. Provision for execution of duties of Minister or public officer during temporary absence or inability.
38. Delegation of powers.
39. *Repealed.*

F-References to the Community

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43. Powers and duties of holder of office.
44. Power to appoint by name or office.
45. Reference to holder of office includes person discharging functions of that office.
46. Power to appoint substantively pending retirement, etc., of existing office-holder.
47. Change of title of public officer.
48. Construction of enabling words.
49. Power to appoint chairman, etc., of board, etc.
50. Power to appoint public officer to serve on board, etc.
51. Power to appoint to include power to suspend, dismiss, etc., and to reappoint, etc.
52. Power to appoint alternate or temporary members.
53. Powers of board, etc., not affected by vacancy, etc.
54. Affixing of common seal.

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Section
55. Power of majority to act.

PART V- GENERAL PROVISIONS REGARDING TIME

56. Time.
57. Computation of time.
58. Provisions where no time prescribed.
59. Construction of power to extend time.

PART VI- GENERAL PROVISIONS REGARDING LEGAL PROCEEDINGS AND PENALTIES

60. Evidence of signature of President, Minister or Attorney-General to consent.
61. *Ex officio* proceedings not to abate on death, etc.
62. Imposition of penalty no bar to civil action.
63. Provisions as to offences under two or more laws.
64. Amendment of penalty.
65. Statement of penalty at foot of section to indicate penalty for contravention of section.
66. Penalties prescribed may be maximum penalties, but may be cumulative.
67. Disposal of forfeits.
68. Disposal of fines and penalties.

PART VII- GENERAL MISCELLANEOUS PROVISIONS

69. Gazette, etc., to be prima facie evidence.
70. Power to issue licenses, etc., subject to conditions.
71. Act for which payment required need not be performed until payment made.
72. Deviation from forms.
73. Provision concerning Nairobi Area.

PART VIII- GENERAL PROVISIONS REGARDING THE GOVERNMENT

74. *Repealed*.
75. Saving of rights of Government.
76. Act to bind Government.

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CHAPTER 2

THE INTERPRETATION AND GENERAL PROVISIONS ACT

Commencement: 11th December, 1956

An Act of Parliament to make provision in regard to the construction, application and interpretation of written law, to make certain general provisions with regard to such law and for other like purposes

57 of 1949,
7 of 1952,
20 of 1955,
31 of 1955,
7 of 1956,
38 of 1956, 39 of 1956,
39 of 1958, 13 of 1961,
15 of 1961, 26 of 1961,
27 of 1961,
28 of 1961,
L.N. 142/1961,
36 of 1962,
38 of 1962,
L.N. 153/1962,
L.N. 176/1962,
L.N. 559/1962,
46 of 1963,
L.N. 142/1963,
L.N. 256/1963,
L.N. 458/1963,
L.N. 519/1963,
1 of 1964,
L.N. 27/1964,
L.N. 168/1964,
15 of 1966, 21 of 1966,
9 of 1967, 17 of 1967,
25 of 1967,
31 of 1967,
L.N. 280/1967,
8 of 1968, 18 of 1968,
39 of 1968,
60 of 1968, 5 of 1969,
2 of 1972, 3 of 1975,
14 of 1977,
19 of 1982,
7 of 1987 Sch.,
L.N. 6 of 1989,
5 of 1992,
11 of 1993,
L.N. 162/2003,
5 of 2004,
L.N. 71/2005

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Part I – Introductory

Short title.

1. This Act may be cited as the Interpretation and General Provisions Act.

Application.
18 of 1968, Sch.

2. This Act shall not apply for the construction or interpretation of the Constitution, which is not a written law for the purposes of this Act.

Part II – General Provisions of Interpretation

Interpretation of terms.
39 of 1958, s. 2,
13 of 1961, s. 2,
26 of 1961, s. 9,
28 of 1961, Sch.,
L.N. 142/1961,
36 of 1962,
38 of 1962,
L.N. 559/1962,
L.N. 256/1963,
L.N. 458/1963,
L.N. 519/1963,
1 of 1964, s. 7,
L.N. 27/1964,
15 of 1966, Sch.,
21 of 1966, 2nd Sch.,
9 of 1967, Sch.,
17 of 1967, s. 22,
31 of 1967, s. 20,
L.N. 280/1967,
18 of 1968, s. 2, Sch.
39 of 1968, s. 14,
60 of 1968, 3rd Sch.,
5 of 1969, s.8,
2 of 1972, s. 4,
3 of 1975, s. 2,
14 of 1977, Sch.,
19 of 1982, Sch.

3. (1) In this Act, and in every other written law, and in all public documents enacted, made or issued before or after the commencement of this Act, the following words and expressions shall have the meanings hereby assigned to them respectively, except where there is something in the subject or context inconsistent with that construction or interpretation, and except where it is therein expressly otherwise provided -

5 of 2004, 3rd Sch.,
Cap. 412.

"accounting officer" means an accounting officer appointed under the Government Financial Management Act, 2004;

"act", used with reference to an offence or civil wrong, includes a series of acts, and words which refer to acts done extend to illegal omissions;

Cap. 21.

"action" means any civil proceedings in a court and includes any suit as defined in section 2 of the Civil Procedure Act;

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"administration police officer" means a person appointed to the office of that name under the Administration Police Act; Cap. 85.

"administrative officer" means a Provincial Commissioner, a District Commissioner or a District Officer;

"advocate" means a person whose name is for the time being duly entered as an advocate upon the roll kept in accordance with the Advocates Act; Cap. 16.

"aircraft" includes seaplanes, flying boats, airships and aerial balloons;

"alien" means a person who is not a citizen of Kenya, a Commonwealth citizen, a British protected person or a citizen of the Republic of Ireland;

"amend" includes repeal, revoke, rescind, cancel, replace, add to or vary, and the doing of any two or more of those things simultaneously or in the same written law or instrument;

"applied law" means -

(a) an Act of the legislature of another country, or an Order in Council of the United Kingdom; 7 of 1987, Sch.

(b) subsidiary legislation made under any of the foregoing,

which is for the time being in force in Kenya;

"armed forces" has the same meaning as in the Armed Forces Act; Cap. 199.

"British protected person" means a person who is a British protected person for the purposes of the British Nationality Act, 1948, of the United Kingdom; 11 & 12 Geo. 6, c. 56.

"Chapter", "Part", "section", "regulation", "rule" and "Schedule" denote respectively a Chapter, Part, section, regulation and rule of, and a Schedule to, the written law in which the word occurs; and "subsection" and "paragraph" denote respectively a subsection of the section, and a paragraph of the section or subsection, regulation and rule, in which the word occurs; and subparagraph denotes a subparagraph of a paragraph;

"cognizable to the police" and "cognizable", used with reference

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to an offence, means that a police officer may arrest without warrant a person whom he suspects upon reasonable grounds of having committed that offence;

"coin" means gold, silver and bronze or other coin legally current in Kenya;

"commencement", used with reference to any written law, means the date on which it came or comes into operation;

"common law" means so much of the common law, including the doctrines of equity, of England as has effect for the time being in Kenya;

"Commonwealth citizen" means a person who has the status of a Commonwealth citizen by virtue of section 95 of the Constitution and of any Act or order making provision for the purposes of that section;

5 of 1969. "Consolidated Fund" means the Consolidated Fund of Kenya established by the Constitution;

"the Constitution" means the Constitution of Kenya set out in the Second Schedule to the Constitution of Kenya Act, 1969, and reproduced in the Laws of Kenya under the authority of section 4 of the Revision of the Laws Act;

Cap. 1.

"consular officer" means consul-general, consul, vice-consul, consular agent and any person for the time being authorized to discharge the duties of consul-general, consul or vice-consul;

"contravene", in relation to a requirement or condition prescribed in a written law or in a grant, permit, lease, licence or authority granted by or under a written law, includes a failure to comply with that requirement or condition;

"court" means any court of Kenya of competent jurisdiction;

"Court of Appeal" has the same meaning as in the Appellate Jurisdiction Act;

Cap. 9.

"Crown Agents" means the persons or body for the time being acting as the Crown Agents for Oversea Governments and Administrations;

"definition" means the interpretation given by a written law to any word or expression;

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"district" means one of the districts referred to in section 2 of the Districts and Provinces Act, 1992 or the Nairobi Area, and a reference to a named district is a reference to the district of that name; 5 of 1992, s. 4.

"District Assistant" means a person appointed to hold the public office of that name;

"District Commissioner" means a person appointed to hold the public office of that name;

"District Officer" means a person appointed to hold the public office of that name;

"document" includes any publication and any matter written, expressed or described upon any substance by means of letters, figures or marks, or by more than one of those means, which is intended to be used or may be used for the purpose of recording that matter;

"exclusive economic zone" means the exclusive economic zone established and delimited by the Maritime Zones Act. 6 of 1989, 2nd Sch.

"export" means to take out or to cause to be taken out of Kenya by air, land or water;

"father", in the case of any person whose personal law permits adoption, includes an adoptive father;

"financial year" means the period from the 1st July in any year to the 30th June in the immediately succeeding year, both days inclusive;

"the Gazette" means the Kenya Gazette published by authority of the Government of Kenya, and includes any supplement thereto;

"the Government" means the Government of Kenya;

"Government analyst" includes an assistant or other analyst employed by the Government;

"Government land" has the same meaning as in the Government Lands Act; Cap. 280.

"Government Printer" means the Government Printer of Kenya, and any other printer authorized by or on behalf of the President to print any written law or other document of the Government;

"High Court" means the High Court established by the

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Constitution;

"immovable property" includes land, whether covered by water or not, any estate, right, interest or easement in or over any land and things attached to the earth or permanently fastened to anything attached to the earth, and includes a debt secured by mortgage or charge on immovable property;

"import" means to bring or to cause to be brought into Kenya by air, land or water;

"judge" means a judge of the High Court or a judge of the Court of Appeal, and includes a Commissioner of Assize and any person appointed temporarily to be or to act as a judge of the High Court or of the Court of Appeal;

"Kenya" has the meaning assigned to it in the Constitution and includes the territorial waters;

Cap. 265. "local authority" has the meaning assigned to it in the Local Government Act;

Cap. 10. "magistrate" has the meaning assigned to it in the Magistrates' Courts Act;

"master", used with reference to a ship, means a person (except a pilot or harbour master) having for the time being control or charge of the ship;

"medical officer" means a medical practitioner in the service of the Government;

Cap. 253. "medical practitioner" means a person for the time being duly registered or licensed as a medical practitioner under the Medical Practitioners and Dentists Act;

"Minister" means a person appointed as a Minister of the Government of Kenya under the Constitution, or the President, the Vice-President or the Attorney-General;

"the Minister" means the Minister for the time being responsible for the matter in question, or the President where executive authority for the matter in question is retained by him, or the Attorney-General where executive authority for the matter in question has been conferred on him;

"month" means calendar month;

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"movable property" means property of every description except immovable property;

"municipality" has the meaning assigned to it in the Local Government Act;

"the Nairobi Area" means the area of that name referred to in section 2 of the Districts and Provinces Act, 1992; 5 of 1992, s. 4.

"National Assembly" means the National Assembly established by the Constitution;

"oath" and "affidavit", in the case of persons for the time being allowed by law to affirm or declare instead of swearing, include affirmation and declaration; and "swear" in the same case, includes "affirm" and "declare";

"occupy" includes use, inhabit, be in possession of or enjoy the premises in respect whereof the word is used, otherwise than as a mere servant or for the mere purpose of the care, custody or charge thereof;

"offence" means a crime, felony, misdemeanour or contravention or other breach of, or failure to comply with, any written law, for which a penalty is provided;

"Parliament" means the Parliament of Kenya established by the Constitution and a reference in any written law to "the Legislature" shall be construed as a reference to "Parliament";

"person" includes a company or association or body of persons, corporate or unincorporate;

"police officer", and terms and expressions referring to ranks in the Police Force, bear the meaning respectively assigned to them by the Police Act; Cap. 84.

"power" includes any privilege, authority or discretion;

"prescribed" means prescribed by the Act in which the word occurs or by subsidiary legislation made thereunder;

"the President" means the person elected as President of the Republic under the Constitution;

"property" includes money, goods, choses in action, land and

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every description of property, whether movable or immovable; and also obligations, easements and every description of estate, interest and profit, present or future, vested or contingent, arising out of or incident to property as herein defined;

"province" means one of the provinces referred to in section 3 of the District and Provinces Act, 1992 or the Nairobi Area, and a reference to a named province is a reference to the province of that name.

5 of 1992, s. 4.

"Provincial Commissioner" means a person appointed to hold the public office of that name;

"publication" includes all written and printed matter, and any record, tape, wire, perforated roll, cinematograph film or other contrivance by means of which any words or ideas may be mechanically or electrically produced, reproduced, represented or conveyed, and everything, whether of a nature similar to the foregoing or not, containing any visible representation, or by its form, shape or in any manner capable of producing, reproducing, representing or conveying words or ideas, and every copy and reproduction of a publication;

"public body" means -

7 of 1987, 2nd Sch.

(a) the Government, any department, institution or undertaking thereof; or

(b) (*Deleted by 18 of 1968, s. 2.*);

(c) a local authority; or

(d) any authority, board, commission, committee or other body, whether paid or unpaid, which is invested with or is performing, whether permanently or temporarily, functions of a public nature;

Cap. 110.

"public holiday" means a day which is a public holiday by virtue of the Public Holidays Act;

"public office" means an office or employment the holding or discharging of which by a person would constitute that person a public officer;

"public officer" means a person in the service of, or holding office under, the Government of Kenya, whether that service or office is permanent or temporary, or paid or unpaid;

"public place" includes every place to which the public are entitled

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or permitted to have access whether on payment or otherwise;

"receiver of revenue" means a receiver of revenue appointed under the Government Financial Management Act, 2004; 5 of 2004.

"registered", used with reference to a document or the title to immovable property, means registered under the provisions of any written law for the time being applicable to the registration of that document or title;

"repeal" includes rescind, revoke, cancel or replace;

"the Republic" means the Republic of Kenya;

"rule" includes rule of court, by-law and regulation;

"the Rules Committee" means the Rules Committee established by section 81 of the Civil Procedure Act;

"rules of court", when used in relation to a court, means rules made by the authority having for the time being power to make rules or orders regulating the practice and procedure of that court;

"sell" includes barter, exchange and offer to sell or expose for sale;

"shilling" (or its abbreviated form "Sh." or "K.Sh.") means the Kenya shilling;

"ship" includes every description of vessel used in navigation not propelled by oars;

"sign", with reference to a person who is unable to write his name, includes mark;

"son", in the case of a person whose personal law permits adoption, includes an adopted son;

"the special areas" means the areas of land the boundaries of which are for the time being set out in the First Schedule to the Trust Land Act as it stood immediately before 1st June, 1963; Cap. 288.

"statutory declaration", if made -

(a) in Kenya, means a declaration made under the Oaths and Statutory Declarations Act; Cap. 15.

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(b) in the Commonwealth, elsewhere than in Kenya, means a declaration made before a justice of the peace, notary public, commissioner for oaths or other person having authority therein under any law for the time being in force to take or receive a declaration;

(c) in any other place, means a declaration made before a Kenya consular officer or pro-consul, or a British consular officer or pro-consul, or before any person having authority under any Act or imperial enactment for the time being in force to take or receive a declaration;

"street" or "road" includes a highway, street, road, bridge, square, court, alley, lane, bridleway, footway, parade, thoroughfare, passage or open space to which the public are entitled or permitted to have access whether on payment or otherwise;

"subordinate court" means a magistrate's court within the meaning of the Magistrates' Courts Act, and a reference to a subordinate court of a particular class means a magistrate's court of that class within the meaning of that Act;

"subsidiary legislation" means any legislative provision (including a transfer or delegation of powers or duties) made in exercise of a power in that behalf conferred by a written law, by way of by-law, notice, order, proclamation, regulation, rule, rule of court or other instrument;

"the territorial waters" means any part of the open sea within twelve nautical miles of the coast of Kenya measured in accordance with the provisions of the Maritime Zones Act, and includes any inland waters of Kenya;

6 of 1989, 2nd Sch. Cap. 371.

"township" has the meaning assigned to it in the Local Government Act;

"the Treasury" means the Minister for the time being responsible for finance, and such other officer or officers of his Ministry as may be deputed by him to exercise and perform on behalf of the Treasury any power or duty conferred or imposed on the Treasury by any written law;

"Trust land" means land which is for the time being Trust land for the purposes of the Constitution;

"the United Kingdom" means Great Britain and Northern Ireland;

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"vessel" includes any ship or boat or any other description of vessel used in navigation;

"will" includes codicil;

"writing", and expressions referring to writing, include printing, photography, lithography, typewriting and any other modes of representing or reproducing words in visible form;

"written law" means -

(*a*) an Act of Parliament for the time being in force;

(*b*) an applied law; or

(*c*) any subsidiary legislation for the time being in force;

"year" means a year reckoned according to the British calendar.

(2) Where any word or expression is defined in this or in any other written law, that definition shall extend, *mutatis mutandis*, to the grammatical variations and cognate expressions of that word or expression.

(3) In every written law, except where a contrary intention appears, words and expressions importing the masculine gender include females.

(4) In every written law, except where a contrary intention appears, words and expressions in the singular include the plural and words and expressions in the plural include the singular.

(5) Where any written law authorizes or requires a document to be served by post, whether the expression "serve" or "give" or "send" or any other expression is used, then, unless a contrary intention appears, the service shall be deemed to be effected by properly addressing to the last known postal address of the person to be served, prepaying and posting, by registered post, a letter containing the document, and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of the post.

4.
5.
6. (*Repealed by 18 of 1968, s.5.*)

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Annex 24

Federal Republic of Somalia, *Report on the Meeting between The Federal Republic of Somalia and The Republic of Kenya On Maritime Boundary Dispute, Nairobi, Kenya, 26-27 March 2014* (1 Apr. 2014)

Report on the Meeting between
The Federal Republic of Somalia and The Republic of Kenya
On Maritime Boundary Dispute
Nairobi, Kenya, 26-27 March 2014
Prepared for file with the Somali Ministry of Foreign Affairs
1 April 2014

At the request of the Kenyan Government, the Somali Government agreed to send a delegation to Nairobi to discuss pending maritime disputes between the two countries. The meetings were held at the Ministry of Foreign Affairs of the Kenyan Government on 26 and 27 March 2014 in Nairobi, Kenya. The Somali delegation consisted of Ms. Mona Al-Sharmani (Senior Adviser and head of the delegation) and Mr. Omar Mohamed (Senior Adviser). The Kenyan delegation was led by Ms. Juster Nkori in addition to 15 members from different branches of the Kenyan Government. The Kenyan Ambassador to Somalia, His Excellency Josephat Maikara and Mr. Daniel Tanui, the deputy director/horn of Africa participated in the opening and closing of the meetings.

The meeting started in the morning of 26 March 2014 with Mr. Tanu's opening remarks welcoming the Somali delegation. Ambassador Maikara also welcomed the Somali delegation and urged both delegations to work hard to find a speedy solution to the current maritime dispute between the two countries. Ambassador Maikara stated that Kenya has been a good neighbour to the Somali people and an important partner in contributing to peace and stability in Somalia. He reminded both delegations of the importance of the relationship that exists between the two countries since independence. He also stated that Kenya was home to more than 2 million Somalis who reside in the country. Mr. Maikara then turned to the agenda for the meeting requesting both delegations to adopt it. The agenda, a one page document, focused solely on a discussion on existing maritime delimitation dispute.

The Somali delegation objected to a line item in the proposed agenda referring to a discussion of the Memorandum of Understanding between the Somali and Kenyan Governments entered into in 2009 (the "MoU"). The Somali delegation stated that the MoU never came into effect as the Somali Parliament voted to reject it on 1 August 2009. The Somali delegation further noted that the then Somali Minister of Planning who signed the MoU informed the then Kenyan delegation at the signing of the MoU that the MoU would be referred to the Somali Parliament for consideration and approval. The Somali Government informed the Kenyan Government orally and the Secretary-General of the United Nations in writing of the outcome of the Parliament's vote, thereby rendering the MoU void and of no effect. The Somali delegation therefore requested the discussion item on the MoU be removed from the proposed agenda.

The Kenyan delegation stated that they learnt of the Somali Parliament's rejection to ratify the MoU through a note verbale from H.E. Omar Sharmarke, the then Prime Minister of Somalia addressed to the Secretary-General of the United Nations dated 10

October 2009. The Somali delegation noted that senior Somali Government officials orally notified their counterparts within the Kenyan Government of the Parliament's rejection of the MoU and that in any case, Kenya had knowledge of the Somali Parliament's rejection of the MoU at least since 2010. The Somali delegation reiterated that the MoU has no legal value and that both delegations should commit themselves to moving forward with beginning negotiations on the existing disputes including the Somali Government's refusal to consent to the consideration by the Commission on the Limitation of Continental Shelf (the "Commission") of the Kenyan submission for an extended continental shelf. The Somali delegation stated that they are willing to discuss all issues relating to maritime delimitation, including the failure to consent to the Commission's review of Kenya's submission, as a comprehensive package with the aim of resolving the existing dispute in a speedy manner.

The Kenyan delegation agreed to proceed on that basis and the agenda was amended to remove the MoU as a discussion item. An amended agenda was circulated which both delegations agreed to adopt (see Annex A attached hereto).

The negotiations commenced focusing on: (a) Kenya's departure from the equidistance methodology adopted by the Kenyan Government in 1972 Territorial Waters Act (as revised in 1977) and the 1989 Maritime Zone Act to the 2005 Presidential Proclamation; (b) starting point for the determination of the maritime boundary; (c) the appropriate baselines and base points; and (d) potential maritime boundary line.

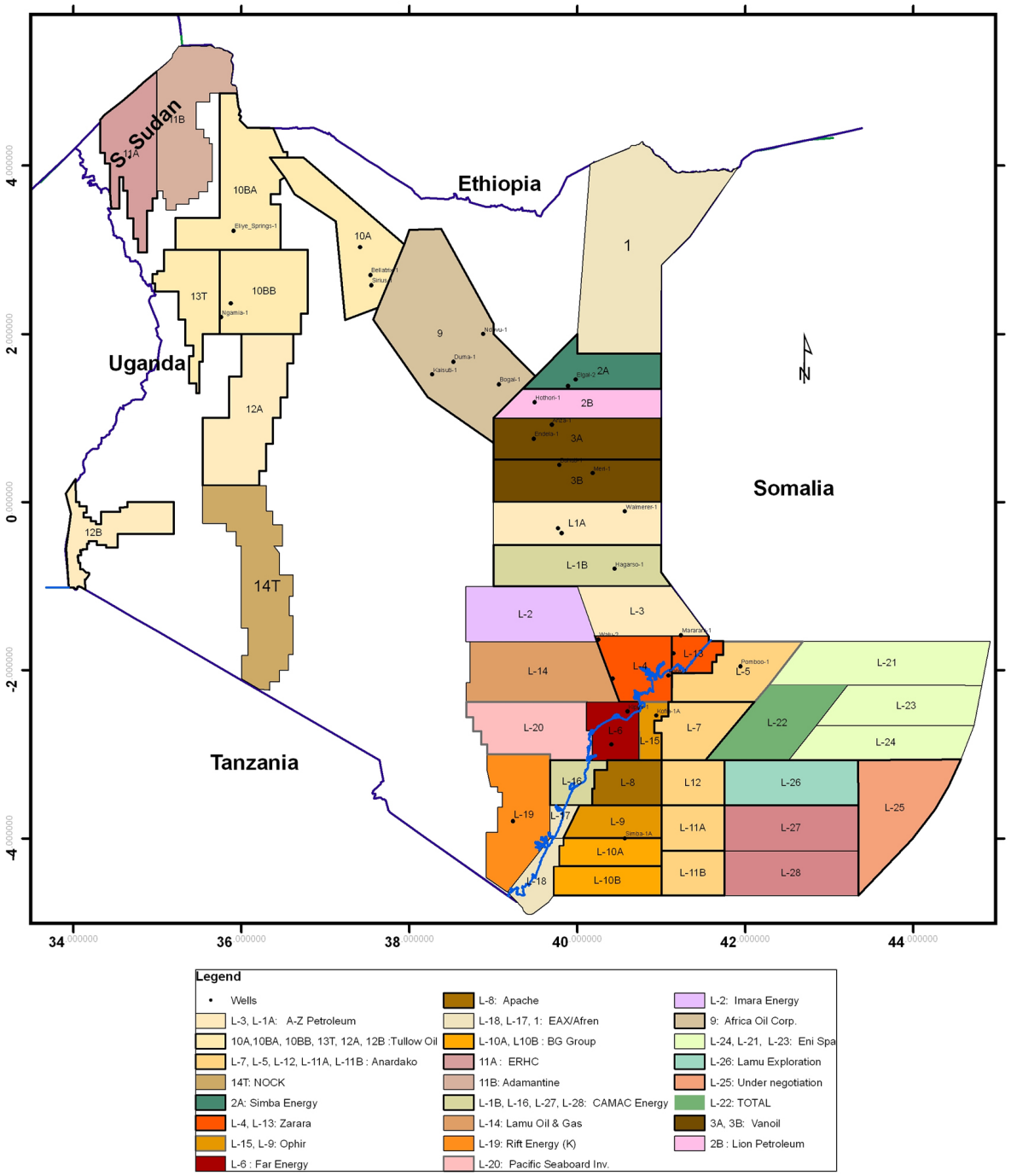
Both delegations then commenced a thorough discussion of principles of international law, including the principles of equidistance, equity and good faith. The Somali delegation argued that the principle of equidistance is a well-established principle in international law and jurisprudence and stated that no country can unilaterally establish a boundary in the absence of an agreement with its neighbouring country. The Kenyan delegation counter-argued that the application of the principle of equity and fairness would yield the "parallel of latitude" line that has been adopted by Kenya in determining its maritime boundary with Somalia. Both delegations continued to negotiate for two consecutive days, however, could not agree on the applicable principles of international law to apply in determining their maritime boundary. Nevertheless, the parties were able to agree that the starting point for land boundary terminal (LBT) between both countries is BP29, which is reflected in the Anglo-Italian Treaty of 1933 establishing the boundary between both countries. The Somali delegation stated that its agreement to BP29 as the LBT should not imply any explicit or implicit position of the Somali Government in regards to the Anglo-Italian Treaty of 1933.

Both delegations reported to their principals and it was agreed that both delegations should hold a second round of negations as soon as possible.

Annex 25

National Oil Company of Kenya, *Kenya Exploration Blocks (2006)*, *available at* http://www.nationaloil.co.ke/image/blockstatus.jpg

Kenya Exploration Blocks



Legend

- Wells
- L-3, L-1A: A-Z Petroleum
- 10A,10BA, 10BB, 13T, 12A, 12B :Tullow Oil
- L-7, L-5, L-12, L-11A, L-11B : Anardako
- 14T: NOCK
- 2A: Simba Energy
- L-4, L-13: Zarara
- L-15, L-9: Ophir
- L-6 : Far Energy
- L-8: Apache
- L-18, L-17, 1: EAX/Afren
- L-10A, L10B : BG Group
- 11A : ERHC
- 11B: Adamantine
- L-1B, L-16, L-27, L-28: CAMAC Energy
- L-14: Lamu Oil & Gas
- L-19: Rift Energy (K)
- L-20: Pacific Seaboard Inv.
- L-2: Imara Energy
- 9: Africa Oil Corp.
- L-24, L-21, L-23: Eni Spa
- L-26: Lamu Exploration
- L-25: Under negotiation
- L-22: TOTAL
- 3A, 3B: Vanoil
- 2B : Lion Petroleum

Annex 26

Republic of Kenya, National Assembly, *Official Report* (24 Apr. 2007)

NATIONAL ASSEMBLY

OFFICIAL REPORT

Tuesday, 24th April, 2007

The House met at 2.30 p.m.

[Mr. Deputy Speaker in the Chair]

PRAYERS

CONSIDERED RULING

DISK CONTAINING PURPORTED INTERVIEW BETWEEN ARTUR MARGARYAN AND KTN JOURNALIST INADMISSIBLE

Mr. Deputy Speaker: Hon. Members, you will recall that on Thursday the 19th of April, 2007, the Member for Ndhiwa, Mr. Ojode, laid on the Table of the House a compact disk on purported telephone interview between Messrs. Artur Margaryan and Emmanuel Tallam of the Kenya Television Network.

Hon. Members, I have had an opportunity to examine the CD transcribed by the HANSARD Department of the National Assembly and I must state from the outset that the voice is inaudible and I will, therefore, restrict my ruling to the transcript. The purported telephone interview between the said persons can only be authenticated by the television station that conducted the interview. Neither does this House have the means to verify the interview in the absence of a sworn affidavit from the two persons nor the technology to certify the voice recorded in the compact disk.

May I also say that the language used in the interview as recorded in the CD is not only unparliamentary but unprintable. This House has no means of identifying whose voices are on that CD.

Hon. Members, the privileges accorded to this House by the National Assembly Powers and Privileges Act, Cap.6, Laws of Kenya, are founded on the principles of natural justice and orderly conduct of business. In my view, therefore, audio-visual substantiation must be subjected to a higher criteria of scrutiny to justify its admissibility both in material and the transcript form.

Hon. Members, I have a cardinal duty to maintain the integrity of this House by applying the rules without fear or favour. I therefore, rule that the disk containing the purported telephone interview between Mr. Artur Margaryan and Mr. Emmanuel Tallam of KTN is inadmissible. I, thereby, order that the disk be returned to Mr. Joshua Ojode.

Hon. Members, as you are all aware, a Joint Parliamentary Committee is still conducting investigations into this saga. I, therefore, from the Chair, urge the Committee to expedite its proceedings and submit the report and findings so that this matter of Artur Margaryan is conclusively dealt with by the House. This way, we shall be conducting the business of the House in an orderly manner worthy of the dignity and honour of this House.

Thank you.

Mr. Ojode: On a point of order, Mr. Deputy Speaker, Sir.

Mr. Deputy Speaker: Order! I have already informed this House many times, in the past, that when the Chair rules on a matter, there is no point of order.

COMMUNICATION FROM THE CHAIR

country is just like oil or gas exploration. This is a very risky venture as you have seen from our exploration of oil or gas off-shore by Woodside last year, where the company spent Kshs5 billion, but it hit a dry well and instead of finding oil three miles under the sea, it struck fresh water. So, Kshs5 billion went down the drain.

If KenGen was to be exposed to similar risky ventures in geothermal exploration, the shareholders of KenGen would envisage enormous financial risks. So, what we are trying to do by establishing this company is to insulate KenGen from these risky ventures of exploration and production of geothermal resources. Once we have explored and produced geothermal steams, KenGen then takes over for purposes of generation. The generation functions have not been taken over from KenGen. We have only taken over, through the new company, the exploration activities. So, there should be no fear whatsoever that the shareholders of KenGen will be exposed to risks as a result of the formation of the new geothermal company.

Mr. Temporary Deputy Speaker, Sir, the other Kshs400 million we have sought is for support of our expanded Rural Electrification Programme (REP). Hon. Members will testify that we have the most ambitious REP going on in the country today. Since Independence until the year 2000, both the Kenyatta and the previous Governments spent Kshs6 billion on the REP, connecting an average of 20,000 customers per year. In the last three years, this Government has spent Kshs7 billion in expanding rural connectivity. Within the last nine months, we have connected 100,000 customers, which is more than five years' equivalent of what could have been connected in the past. This expanded programme has imposed a strain on the finances that have been allocated to the Ministry and we are, therefore, seeking an additional Kshs400 million.

What was said about the posts is true. We are having problems accessing poles in Kenya alone. It is our policy to buy posts from Kenya first. If we do not get enough poles locally, we source them from the rest of the East African region. If we do not get enough from the rest of the East African region, we source them from the rest of Africa. As we speak, we are now importing poles from Chile, and others from Finland, because even Tanzania started getting worried about the rate at which her forests were getting depleted.

Mr. Temporary Deputy Speaker, Sir, we have started a new project, which we are calling the "Energy Sector Environment and Social Responsibility Programme". This year, we are going to spend Kshs500 million on tree planting projects in this country, because we want our country to be self-sufficient in poles in about four years to come. So, we are encouraging farmers to see growing of trees as a business. We write to established commercial plantations, so that instead of importing poles from outside, we buy them from our local farmers. Already, we have raised Kshs250 million from the parastatals within the energy sector, and I will be seeking another 250 million from the main Budget in July, so that we can make Kshs500 million.

I will also be supporting communities all over Kenya to plant trees in every constituency, because we have discovered that even where we extend electricity to, the people only use it for lighting purposes. They still continue cooking using firewood. We have discovered that no matter how much we ask our people not to cut trees, so long they need them for cooking, they will cut them down. So, we, as the energy sector, have decided to increase the supply of firewood in this country by encouraging communities to plant their own trees. So, some of this money will go to communities within hon. Members' constituencies, and we would like hon. Members to encourage them to plant trees, because they will need those trees for firewood.

Mr. Temporary Deputy Speaker, Sir, we are also aware of the need to support our catchment areas, namely, the Mau Forest and the Mount Kenya region, from where the dams get water. Some of this money will, therefore, also be used to reafforest and protect our catchment areas.

Mr. Temporary Deputy Speaker, Sir, regarding electricity costs, especially in rural areas, it

Annex 27

Republic of Kenya, National Assembly, *Official Report* (8 Aug. 2007)

NATIONAL ASSEMBLY

OFFICIAL REPORT

Wednesday, 8th August, 2007

The House met at 2.30 p.m.

[Mr. Speaker in the Chair]

PRAYERS

ORAL ANSWERS TO QUESTIONS

Question No.147

NUMBER OF IDS PROCESSED/ISSUED IN LAST THREE MONTHS

Mr. Ndambuki asked the Minister of State for Immigration and Registration of Persons:-

(a) how many identity cards have been processed and issued to the public in the last three months; and,

(b) whether he could table a detailed list of IDs issued in each district countrywide.

The Minister of State for Immigration and Registration of Persons (Mr. Konchella): Mr. Speaker, Sir, I beg to reply.

(a) This Question was raised in the House in the month of April, 2007, and was to cover the months of February, March and April, 2007. However, the current status is that during the months of May, June and July, 2007, the Ministry has processed and issued to owners---

Mr. Speaker: Did I get you right, Mr. Minister? You are saying that this Question was---

The Minister of State for Immigration and Registration of Persons (Mr. Konchella): Mr. Speaker, Sir, this Question was supposed to cover the months of February, March and April, but it was deferred to today, since the hon. Member was not around then. So, it means that either I give details of the whole year, or the last three months; May, June and July.

Mr. Speaker: What I am asking is this: Has this Question been answered?

The Minister of State for Immigration and Registration of Persons (Mr. Konchella): No. It has not been answered.

Mr. Speaker: Then you should give an up-to-date statement.

The Minister of State for Immigration and Registration of Persons (Mr. Konchella): Mr. Speaker, Sir, my preliminary answer is not what the hon. Member has because it covers the last six months. It is covering 71 districts of the Republic. This means that if I were to read the figures per district, I will have to do so, for 71 districts.

Mr. Speaker: Give us the grand total and table the rest.

The Minister of State for Immigration and Registration of Persons (Mr. Konchella): Mr. Speaker, Sir, the total is 1,673,475 identity cards which were issued between those three months of May, June and July. From July last year to July this year, we had issued a total of 2,556,492 identity cards to the people of the Republic.

highest connectivity level ever achieved by the KPLC since its inception.

Mr. Speaker, Sir, in light of the importance of rural electrification in Kenya, my Ministry has continued to enhance its funding. In the last 30 years, between 1973 and 2003, the former KANU Government spent a total of Kshs6.1 billion on rural electrification. In just the last four fiscal years since 2003, this Government has financed rural electrification schemes worth Kshs9.93 billion. That is a reflection of the Government's commitment to accelerate electricity connectivity with a view to reaching an access rate of 20 per cent by 2010 and, eventually, 40 per cent by 2020.

Mr. Speaker, Sir, in the fiscal year 2006/2007, a total of 444 rural electrification schemes worth Kshs2,177,500,000 were completed. A further 900 schemes worth Kshs7,256,900,000 are now at various stages of implementation, and we intend to complete all those projects by December this year.

Mr. Speaker, Sir, on Liquefied Petroleum Gas (LPG), we intend to enhance consumption of LPG in Kenya through the expansion of supply and distribution infrastructure, with a view to substantially reducing consumer prices and deforestation, including boosting economic activities which depend on LPG as process energy.

Mr. Kipchumba: On a point of order, Mr. Speaker, Sir. Is it in order for the Minister to make a very important contribution without his officers being present in the House? Those officers are substantially required to take very important notes?

Mr. Speaker: The officers are supposed to support the Minister. They are not part of the House. He is perfectly in order. But the House will also realize that we got the Minister to move his Vote much in advance of time. In fact, the expected time has not arrived yet! Would you like to look at your watch?

Proceed!

The Minister for Energy (Mr. Murungi): Thank you, Mr. Speaker, Sir. The Assistant Minister is taking the notes as we wait for the other officers to arrive. We are adequate for now.

My Ministry has appointed the Kenya Pipeline Company and the Kenya Petroleum Refineries Limited to be the lead implementing agencies for construction of Liquefied Petroleum Gas (LPG) storage and handling facilities in both Mombasa and Nairobi, to be completed in early 2009. Private sector participation is expected to the tune of 50 per cent in equity in the two projects. The construction of these projects is expected to commence by December, 2007.

Mr. Speaker, Sir, in the upstream oil and gas sector, Kenya is yet to discover any commercially viable deposits of hydro-carbon reserves. In the past few years, oil exploration activities have been intensified. Most of the country's blocks are now under exploration and, with lack, we hope that we will discover commercially viable deposits in the not-too-distant future. The House may remember that M/s Woodside Energy PLC drilled a dry exploration well in Block L5, off-shore Lamu, in December, 2006. Although we were very disappointed that the well was dry, that well yielded valuable geological data, which is currently being studied and analyzed by a team of Kenyan and Australian geo-scientists in Perth, Australia, and the results of that analysis will provide critical leads to future exploration activities, especially in off-shore blocks in Kenya.

The new Energy Act, which was passed by this House in 2006 provides a robust and predictable legal and regulatory framework for effective management of the energy sector, including development of renewable sources of energy such as bio-diesel, power alcohol and charcoal on a sustainable but environmentally-friendly basis. Through this new legislation, three institutions have been set up, namely the Energy Regulatory Commission (ERC), the Rural Electrification Authority (REA) and the Energy Tribunal (ET). The Boards of these new institutions have already been established, and are expected to be operational within the next few weeks.

I would now like to elaborate on the activities for which my Ministry is seeking the approval

Annex 28

Hon. Davis Chirchir, Minister of Energy & Petroleum, Republic of Kenya, *Speech: Official Opening of the 5th East Africa, Oil, Gas and Energy Conference* (29 Apr. 2014)

Speech - 5th East Africa, Oil, Gas and Energy Conference - by Hon. Davis Chirchir, Cabinet Secretary – Ministry of Energy & Petroleum

OFFICIAL OPENING OF THE 5TH EAST AFRICA, OIL, GAS AND ENERGY CONFERENCE HELD AT INTERCONTINENTAL HOTEL NAIROBI 29TH – 30TH APRIL, 2014 BY HON. DAVIS CHIRCHIR, CABINET SECRETARY – MINISTRY OF ENERGY & PETROLEUM, KENYA

- **Dr. Dancan Clark, Chairman Global Pacific and Partners**
- **Ms. Babette Van Gessel, CEO Global Pacific and Partners**
- **Members of the Diplomatic Corps**
- **Petroleum Industry CEOs and Managers**
- **Government Officials**
- **Professionals**
- **Ladies and Gentlemen,**

It gives me great pleasure and honour to welcome you all first to this Conference and more specifically to Nairobi the capital city of the Republic of Kenya. I am happy to be associated with this Conference which I am informed has continued to attract wide participation every other year. I am also informed that the Conference has been organized by Global Pacific and Partners, world class conference organizers who settle for nothing other than quality work.

There is no doubt therefore that this Conference brings together people with diverse skills, knowledge and wide experiences that cut across the whole spectrum of the petroleum industry activities. This Conference therefore, presents the best opportunity for mutual interaction and sharing of information, and more importantly, a platform for transfer of knowledge, technology and skills in this dynamic industry environment.

Ladies and Gentlemen,
Reflecting back to where Kenya has come from I can only say that the milestones realized in the upstream subsector of the petroleum industry are a product of persistent patience and continuing to soldier on in the search for commercial hydrocarbons while we continued to review our strategies. This is so considering that even with four major sedimentary basins which cover almost $^{2}/_{3}$ of the county's land mass Kenya did not give up walking the long and difficult journey that has taken nearly six decades with no single discovery despite the fact that up to a total of 32 exploration wells had been drilled 1960 and February 2012.

Ladies and Gentlemen,
It was therefore a great sigh of relief when the exciting news about Ngamia 1 discovery hit the global airwaves on 26th march 2012. That was a major milestone in the exploration history of this country. That exciting news was

shared at the 3rd East African Oil and Gas Conference that was held at this same venue.

Ladies and Gentlemen,

I am therefore happy to inform this 5th East African Oil and Gas Conference that, including the Ngamia 1 well discovery, Kenya has made a very impressive record of drilling 15 exploration wells between March 2012 and today. This translates into an average drilling rate of about 7 wells per year compared to the earlier average drilling rate of about one (1) well in two years. It is therefore very encouraging that out of the 15 wells drilled between March 2012 to date nine were discovery wells, seven (7) being for crude oil in Tertiary Rift Basin Turkana County Blocks 10BB and 13 T operated by Tullow Oil with Africa Oil its Joint Venture Partner.

Two of the 9 discovery wells namely Mbawa 1 drilled by Apache in offshore Block L8 discovered natural gas while Sunbird 1 well drilled by BG Group in offshore Block L10A found natural gas and crude oil at two different depth intervals. BG Group and its JV Partners in consultation with my Ministry are carrying out further analysis on the Sunbird 1 well results to inform the next cause of action.

However, as we all know quite well, there is no success that is not accompanied with challenges and that is why it is not a surprise that out of the 15 wells drilled in the last two years, five (5) were dry. However, the geological data obtained from those wells has provided very useful information that will guide planning of future drilling programmes.

Drilling of the 15th well Sala 1 by Africa Oil continuing as we speak today it is expected that the drilling get to a minimum depth of 3000m. The final result of Sala 1 well will therefore be known after attaining the total depth.

Ladies and Gentlemen,

Several other exploration activities are being undertaken in all the 41 blocks which are currently licensed to 22 international oil companies. For instance I granted a non-exclusive exploration license to Schlumberger for a multi client data acquisition in offshore Blocks L21, L23, and L24 (ENI), L22 (TOTAL), L27 and L28 (CAMAC Energy), in the open ultra deep water Block L26 and in relinquished areas for Block L5 and L7.

- Afren has completed acquisition of 2D seismic in Block 1 Mandera Basin and identified a 70Km^2 Khorof Prospect. The company will carry out further 2D infill seismic survey in the block to increase the confidence of drilling next year 2015. In block L17/L18 offshore Lamu Basin Afren has also completed 3D seismic programme and identified two prospects Mombasa High 164km^2 and Wasini Prospect 43km^2.
- Taipan Resource the operator of Block 2B have completed FTG and 2D seismic surveys and have identified Badada Prospect to be drilled early 2015.
- Far Limited has a Joint Venture Partnership with Milio International and are planning to acquire 2D seismic data that will stretch from the eastern part of Block L20 (operated by Pacific Seaboard) to the onshore part

of Block L6 which is operated by Far Limited. It is this onshore part of Block L6 that is the subject of the Joint Venture between Far and Milio.

- Rift Energy the operator of Block L19 has accelerated implementation of its work programme in its Block L19 in onshore Lamu Basin. The company is acquiring 2D seismic data of about 700 line Km in the block. The company has plans to drill an exploration well either during the last quarter of 2014 or first quarter of 2015.
- Dominion/Ophir Energy has completed its seismic survey programme and now working on modalities that will lead to drilling of an exploration well in the Miocene Reef Play in Block L9

Ladies and Gentlemen,

Judging from the encouraging rate of increased exploration activities and drilling of discovery wells it is becoming highly probable that more discoveries wells will be encountered in the future drilling programmes.

Based on the lessons learned from elsewhere, my Ministry is aware of the huge challenges that lie ahead as we approach the development and production stages. It is therefore for that very reason that my Ministry has rolled out two parallel programmes one for immediate implementation of crucial reforms in the Petroleum sector to enable Kenya to manage its oil and gas resources in a prudent manner that will benefit all the citizens and the other is the ongoing plans to have expression of interest in the construction of a crude pipeline that is intended to have three segments. The three segments will be in Uganda from Hoima-Lokichar, South Sudan –Lokichar and Lokichar- Lamu in Kenya.

As far as reforms are concerned, implementation of the following is at the Draft stages, thus:

- Reviewed National Energy Policy,
- Reviewed Legal and Regulatory Framework for petroleum exploration to align it to the constitution and Stakeholders needs.
- Reviewed Model Production Sharing Contract (PSC) for entering into agreements between the Government and the Contractors.
- Developing the first ever comprehensive natural gas fiscal and contractual terms because the current Model PSC did not have elaborate natural gas terms and that was standing in the way as a disincentive to potential investors.
- Anchoring of the National Local Content in the Reviewed Petroleum Exploration and Production Act so to address issues relating to National capabilities to:-

  i. Participate meaningfully and for contractors to give preference for Kenyan goods and services in the supply chain for upstream petroleum operations and which meet international standards
  ii. Requirements for the Government to maintain skills inventory in a database both at the National and County Government levels. This will enable existing skills gap to be identified for purposes of

planning capacity building programmes.

Ladies and Gentlemen,

The second level of reforms is on the need to build capacity in the petroleum sector and through the assistance of the World Bank, the Ministry has rolled a very ambitious and comprehensive programme dubbed, the Kenya Petroleum Technical Assistance Programme (KEPTAP). Under this programme, the Government intends to build capacity across public sector to cater for relevant stakeholders that include Ministries and Government Agencies that in one way or another are involved in oil and gas activities within their day to day work activities. The beneficiaries of the KEPTAP Project include the Ministry of Energy and Petroleum, The National Treasury, Ministry of Industrialization and Enterprise Development, Ministry of Planning and Devolution, the State Law Office, National Oil Corporation of Kenya, Kenya Revenue Authority, National Environmental Management Authority, Department of Safety and Health in the Ministries of Health and Labour, Petroleum Institute of East Africa (PIE), Kenya National Audit Office(KENAO) amongst others.

Some of the areas identified for capacity building under the World Bank assisted programme include:

i. Modernization of petroleum cadastral procedures and data management.
ii. Geotechnical data acquisition, processing and interpretation techniques.
iii. Formulation and drafting comprehensive petroleum policy.
iv. Implementation of a petroleum master planning studies and development of a petroleum vision.
v. Development of a communications strategy to create awareness for managing expectations and formulating a structure for relaying information on petroleum operations to avoid misinformation and costly repercussions.
vi. Implementation of institutional reforms and institutional capacity building.
vii. Implementation of environmental, social and health and safety reforms.
viii. Oil revenue administration and revenue saving mechanisms (Sovereignty Wealth Fund)
ix. Stimulate local goods and services procurement.
x. Stimulate local skills development via skills gaps analysis, academic and technical college support.

The reforms are being implemented as a measure for early preparedness to counter the challenge that will be associated with the growth of the petroleum industry into a robust and complex network of activities. We have therefore taken advantage of the existing window of time prior to commencement of production to implement the necessary reforms in order to have the prerequisite capacity in the country.

Ladies and Gentlemen,

I am therefore encouraged by the progress my Ministry is making both in fast

tracking implementation of oil and gas exploration programmes and at the same time putting in place the necessary reforms that will see the country manage it petroleum resources and the revenues that will accrue in a transparent and accountable manner to the benefit of all Kenyan Citizens along the whole value chain of oil and gas.
Already PriceWaterHouseCoopers has already been awarded the contract as the lead consultant for implementation of the survey for the Petroleum Master Plan which is intended to assist the Ministry to identify priority areas for implementation in the petroleum sector.

Ladies and Gentlemen,
You will agree with me that there is now indisputable evidence Kenya's sedimentary basins have working petroleum systems and it for that reason that the reviewed Legal and Regulated framework for upstream operations will no longer provide for the open door policy of entering into petroleum operations agreements between the Government and the upstream oil companies. The new framework is going to provide for:

- Licensing Bid Rounds which will be a competitive method where data high quality data in where prospects can be delineated be packaged and all other necessary procedures properly completed prior to adopting Licensing Bid Round.
- Direct negotiations will be considered only for blocks that have no data or have very low quality data that do not meet the thresholds of Licensing Rounds. However, this will be different from open door policy because, a public notice will be placed in print media to inform potential investors about the blocks that will be available under the Direct Negotiation Category.

In that regard, the development of standard criteria by Ministry is underway for purposes of providing a level field for interested parties to compete fairly for the available blocks under this category.

Ladies and Gentlemen,
Let me now talk briefly about granting of Farm in - Farm out approvals and requests for extension of PSC Contract terms. The approvals for farm in - farm out are going to be based purely on the competency of the original Contractor to fully implement the primary work activities which must include proceeding to implement seismic survey programmes in each exploration period. The approval will consider the value addition of the farminee in terms of financial and technical capabilities mainly for implementation of drilling programmes to spread the financial risk associated with drilling of wells.
On the same note, Extensions of contract terms will be based on evidence that the operator was on schedule as far as compliance with the minimum work obligations is concerned and provide convincing evidence in writing and verifiable by my Ministry beyond any reasonable doubt that there were other intervening factors that were beyond the contractors control and the same had been brought to the attention of the Ministry in a timely manner for

verification and action.
Last but not least, let me take this opportunity to thank Global Pacific and Partners for organizing this Conference and to also thank all the participants for bringing their experiences, skills, emerging and new technologies to this conference for the benefit of all industry players.
Finally let me therefore wish you very fruitful and reason driven deliberations by declaring this conference officially opened.

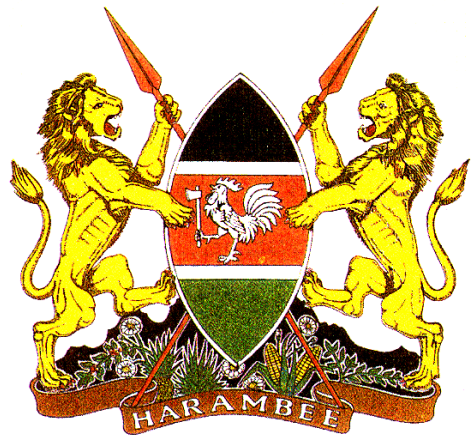
THANK YOU FOR YOUR ATTENTION.

http://www.energy.go.ke/index.php/news/140-5th-east-africa-oil-gas-and-energy-conference-by-hon-davis-chirchir-cabinet-secretary-ministry-of-energy-petroleum

Annex 29

Republic of Kenya, Ministry of Energy and Petroleum, *Draft National Energy And Petroleum Policy* (20 Jan. 2015)

REPUBLIC OF KENYA



Ministry of Energy and Petroleum

DRAFT
NATIONAL ENERGY AND PETROLEUM POLICY

JANUARY 20, 2015

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2.0 – PETROLEUM AND COAL

2.1 BACKGROUND

1. The modern way of life is highly dependent on petroleum and coal. These are used and relied on daily in many ways: from the fuels for various modes of transport and generation of electricity to production of fertilizers, pesticides and even clothes. However, these resources are finite.

2. A large percentage of the petroleum (oil and gas) provides fuel for transportation and industries as well as heating, cooking and lighting in homes, institutions and businesses. Some of the petroleum is refined into chemicals which are the building blocks for many products that are used in everyday life such as rubber, plastics, paints, nylon, vinyl, polyester cosmetics, food additives and medicines.

3. The petroleum industry is broadly divided into three categories namely: upstream (exploration and production), mid-stream (storage, refining and transportation) and down-stream (supply and distribution). Midstream and downstream operations are usually combined.

4. Coal is a readily combustible rock containing more than 50% by weight and more than 70% by volume of carbonaceous material formed from compaction of variously altered plant remains. It is used as a source of energy, mainly for electricity generation. It is the most affordable fuel worldwide and has potential to become the most reliable and easily accessible energy source.

5. As of 2014 petroleum accounted for about 22% of the total primary energy consumed in Kenya, while coal provided about 1% of the primary energy consumed, mainly by cement manufacturers.

2.2 UPSTREAM PETROLEUM

2.2.1 Petroleum Exploration

1. Petroleum exploration is being undertaken both on-shore and off-shore in the country's four major Sedimentary Basins as shown in Table 2-1. The Government has taken the initiative to spearhead primary technical data acquisition in the exploration blocks in order to make them attractive to oil and gas exploration companies and by January 2015 there were a total of 70 exploratory wells, about 90,000 line km of two dimensional (2D) and more than 6,300 km^2 of three dimensional (3D) seismic data.

2. Kenya has recently recorded tremendous success in oil and gas exploration. 38 wells have been drilled between 2012 and January 2015, after Ngamia-1 discovery. 34 of those wells have been drilled by Tullow Oil, the latest being Kodos-1 in Kerio Basin that had significant hydrocarbon shows. The API gravity of the oil discovered in Turkana County has been estimated to be between 30^0 and 35^0, indicating high quality oil. Drilling of appraisal wells was ongoing in January 2015.

Table: 2-1 Summary of the Basins and Wells Drilled

Basin	Area (km^2)	Wells drilled	Average Sediment thickness (m)
Lamu	261,000	19	12,000
Mandera	43,404	2	10,000
Anza	81,319	15	10,000
Tertiary Rift	105,673	34	4,000

3. Africa Oil drilled Sala-1 well in Block 9 that had discoveries of natural gas. The block is being evaluated to determine significant appraisal sites.
4. Between 2012 and January 2015, three exploration wells (Mbawa, Kiboko and Kubwa) were drilled off-shore. A discovery of natural gas was made in Block L8, Lamu, though it was not commercially viable.
5. As at January, 2015, Kenya had a total of 46 exploration blocks, as shown in Figure 2-1 below. Out of the 46 gazetted blocks, 41 had been licensed to oil exploration and production companies (OIEPs) as detailed in Table 2-2 below. The entry of major foreign OIEPs has been a major boost for Kenya's petroleum exploration activities, adding immense value through acquisition of high quality data due to deployment of modern data acquisition technologies such as 3D Seismic and Full Tensor Gradiometry (FTG).

Figure 2-1 – Petroleum Exploration Blocks, January 2015

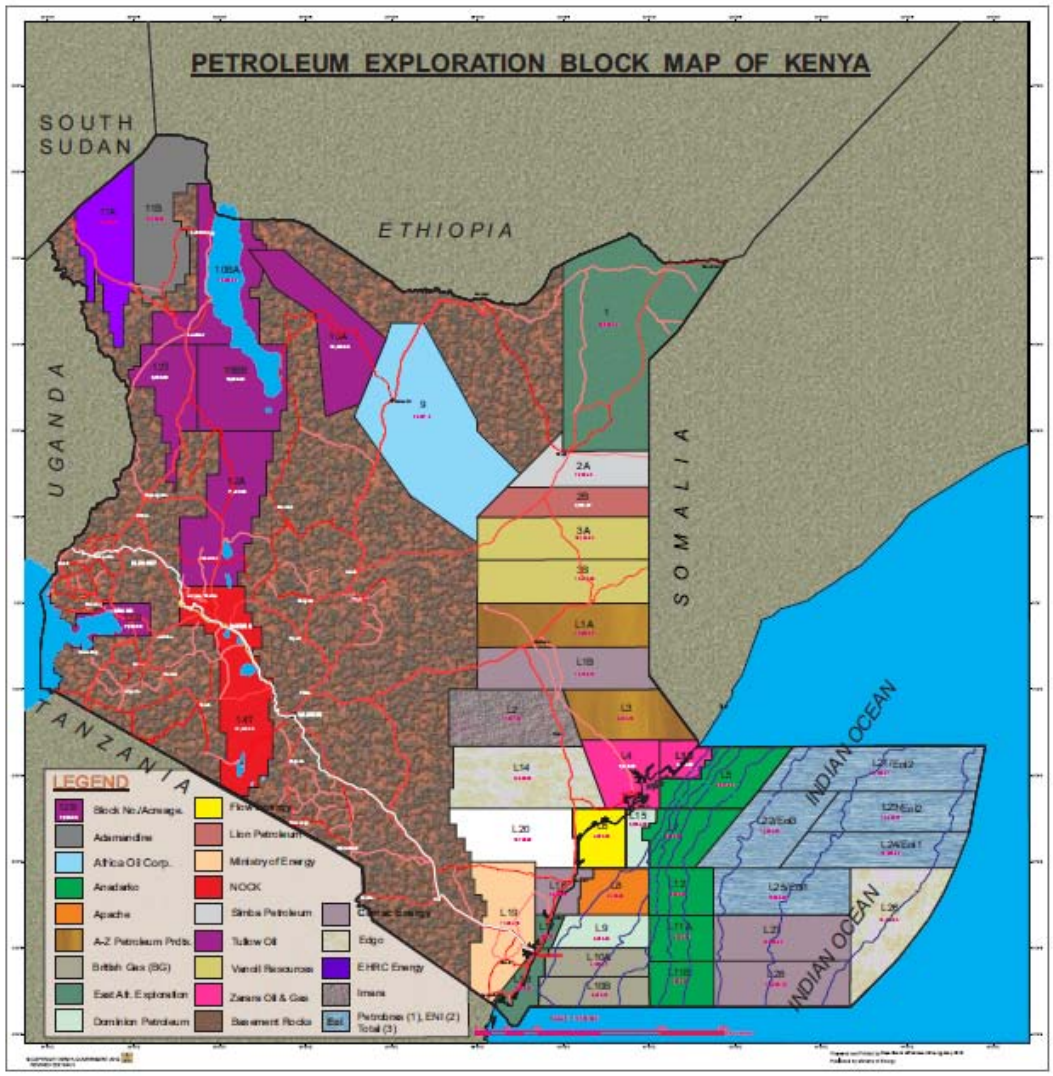


Table 2-2: Licensed Petroleum Exploration Companies as at January 2015

No	Exploration Companies	Exploration Block Nos.	No. of Blocks
1.	Tullow Oil Corporation	10A, 10BB, 10BA, 13T, 12A,and 12B	6
2.	Anadarko	L-5, L-7, L-12, L-11A, L-11B	5
3.	BG Group	L-10A, L-10B	2
4.	Ophir/Dominion	L-9	1
5.	Vanoil Resources	3A, 3B	2
6.	Africa Oil Corporation	9	1
7.	Zarara	L-4, L-13	2
8.	FAR/Flow Energy	L-6	1
9.	Lion Petroleum	2B	1
10.	NOCK	14T	1
11.	Simba	2A	1
12.	Afren	L-17/ L-18, 1	3
13.	A-Z Petroleum	L-1A & L-3	2
14.	CAMAC Energy	L-1B, L-16, L-27, L-28	4
15.	Rift Energy	L-19	1
16.	Imara Energy Corp.	L-2	1
17.	CEPSA	11A	1
18.	Milio International	L-20	1
19.	Adamantine Energy Ltd	11B	1
20.	Lamu Oil Exploration	L-14	1
21.	Total Exploration & Production Kenya B. V.	L-22	1
22.	ENI Spa	L-21, L-23, L-24	3

6. The marked increase in petroleum exploration interest is attributed to:
   (a) Discovery of oil in Turkana County in 2012 and discovery of gas in Wajir County in May 2014.
   (b) Creation of basin by basin data packages by the Government.
   (c) Existence of an attractive legal, regulatory framework, fiscal and acceptable risk-reward balance.
   (d) Intensive promotion activities by the Government.
   (e) Discoveries of commercial quantities of petroleum in neighbouring Uganda.
   (f) Major discoveries of natural gas offshore Mozambique and Tanzania which have similar geological setup as offshore Kenya.
   (g) Increased world demand for natural gas.

7. Licensing of Petroleum Blocks is governed by the Petroleum (Exploration and Production) Act (Cap. 308). All Production Sharing Contracts (PSC) are based on a model PSC and Heads of Agreement (HoA).

8. Obligations under the PSC include reinterpretation of existing data, technical data acquisition and drilling of an exploration well with a minimum vertical depth of 3,000 metres. The minimum work

programme and expenditure obligation for each block is negotiable. The general structure of the PSC is summarized in Annex 10.1 in 10.0 - Annexure.

9. Natural gas accumulations can be found as pure methane or in conjunction with higher hydrocarbons. Natural gas is categorized as being one of three types:
   (a) Oil and associated gas,
   (b) Rich condensate and gas,
   (c) Dry gas.
10. Conventional natural gas is typically found in structures in rocks and can either be in the form of associated or non-associated gas. Associated gas is found together with crude oil, either as free gas or dissolved in the oil. Non-associated gas is found without significant quantities of oil. Both associated and non-associated gas may contain heavier hydrocarbons such as ethane, propane, and butane.
11. Unconventional gas types include coal bed methane and shale gas. Methane produced from coal seams is called coal bed methane, coal seam methane, or coal seam gas. Once produced, it is transported and marketed like conventional natural gas.
12. Gas contained within layers of fine-grain clay and siltstone rocks commonly known as 'shale' is called shale gas. Shale is the earth's most common sedimentary rock, rich in organic carbon but having very low permeability.
13. With increased petroleum exploration being undertaken both on-shore and off-shore in the country's four major sedimentary basins there is now the possibility that indigenous natural gas may be discovered in commercial quantities.
14. If natural gas is discovered in sufficient quantities:
   (a) Field development will need to include drilling of production wells, installation of offshore and onshore production facilities, and liquefaction plants to process LNG for export
   (b) The country could harness some of the indigenous gas to meet the growing energy requirements of the country and would seek to reduce reliance on imports.

2.2.2 Challenges in Upstream Petroleum

1. Attraction of capital for petroleum exploration and production activities, which are highly capital intensive.
2. High cost of acquisition of new technology.
3. Inadequate manpower, technical capacity and local content in oil and gas exploration and production activities.
4. Inability to access potential exploration sites/blocks which are located on private land, cultural heritage, conservancy areas and game parks/reserves.
5. Limited primary technical data in most of the country's exploration blocks.
6. Falling prices of crude oil.
7. Inherent weaknesses in Cap. 308 and in the model PSC which include lack of provisions for:
   (a) Compensation regime.

(b) Competitive bidding for blocks.

(c) Community awareness and participation.

(d) Natural gas fiscal terms.

(e) Mechanism for working out Government revenue out of monetary gains from transfer of PSC interests.

(f) Defined criteria for evaluating PSC terms.

(g) Environmental protection, conservation and management.

(h) Harmonization with the 9th Schedule of the Income Tax Act.

8. Ineffective enforcement of upstream laws and regulations.
9. Inadequate policy for sustainable utilization of petroleum revenue, its management and sharing of benefits between national government, county government and local community.
10. The lower wellhead price of natural gas, be it caused either by having to compete with lower cost alternative fuels in the domestic market or as a result of lower netback prices into the export markets, and longer project lead times, makes it extremely challenging to economically develop a natural gas industry based on oil-based fiscal terms.
11. High cost and inexistence of gas infrastructure to support gas discovery and development both offshore and onshore.
12. Inability to disaggregate into component elements of supply chain e.g cost of wholesale gas, transportation and distribution in order to price the gas.
13. Unlike oil, there is no world gas price.
14. Lack of petroleum master plan.
15. Flaring of gas from oil producing fields: a practice that is most often linked with the simultaneous production of oil and natural gas where there is no ready market for the gas. This is performed by safely burning off the associated gas. This approach was historically accepted as industry standard. However, the increasing focus on the impact of oil and gas production on the environment, combined with the increasing value of gas, makes indiscriminate flaring untenable. Nonetheless, there are instances when it is necessary to flare associated gas. This is normally in relation to preventing excessive pipeline pressure and/or in response to a specific emergency (such as equipment failure).
16. Unrealistic expectations from the public especially local communities.

2.2.3 Policies and Strategies

Upstream Petroleum	**Short Term 2015-2019**	**Medium Term 2015-2024**	**Long Term 2015-2030**
1. Establish a National Upstream Petroleum Advisory Committee to advise the Cabinet Secretary on all upstream petroleum exploration and development matters.	✓		
2. Establish a regulatory body for upstream petroleum operations.	✓		

Upstream Petroleum	Short Term 2015-2019	Medium Term 2015-2024	Long Term 2015-2030
3. Undertake upstream petroleum operations through petroleum agreements which may include production sharing contracts, concession agreements and service contracts.	✓	✓	✓
4. Ensure that oil and gas resources are managed in line with the Constitution.	✓	✓	✓
5. Develop and enforce laws and regulations on flaring of oil and gas.	✓	✓	
6. Promote petroleum exploration and production activities through PPP arrangements.	✓	✓	
7. Establish an Upstream Petroleum Data Centre for the safe, secure custody and management of upstream petroleum data.	✓	✓	✓
8. Establish Upstream Petroleum Laboratory.	✓		
9. Promote the establishment and growth of upstream petroleum support services.	✓	✓	✓
10. Promote the acquisition and processing of data using developing technologies to sustain and increase investment in petroleum exploration.	✓	✓	✓
11. Facilitate partnership in the exchange of data to minimize exploration costs.	✓	✓	✓
12. Coordinate capacity building in petroleum development	✓	✓	✓
13. Sub-divide and create new petroleum exploration blocks, based on technical data and negotiate favourable work programmes that will see investors with requisite capacity assist in data acquisition.	✓		
14. Develop and enforce laws and regulations on upstream petroleum activities.	✓	✓	✓
15. Ensure transparency and accountability in petroleum upstream operations taking into account best industry practices and efforts shall be made to align them with existing legal framework.	✓	✓	✓
16. Develop systems that will enhance corporate governance in the Government institutions charged with petroleum exploration and development.	✓	✓	✓
17. Restructure NOCK to separate midstream/downstream business from upstream business with a view to enhancing capacity of the upstream to fully conduct the activities therein.	✓	✓	✓
18. Support and fund Government entities mandated to undertake upstream activities.	✓	✓	✓
19. Establish a one-stop shop for upstream petroleum licensing and operations.	✓	✓	✓
20. Strengthen monetary and fiscal regimes to maximize the government stake on petroleum exploitation while taking into account the investors interests.	✓	✓	✓

Upstream Petroleum	Short Term 2015-2019	Medium Term 2015-2024	Long Term 2015-2030
21. Provide incentives for investments in marginal oil and gas discoveries that could have the potential to deliver much financial and socio-economic value.	✓	✓	✓
22. Develop a legal framework that ensures local content covering technology and knowledge transfer, capacity building of local industry and local employment opportunities among others in the energy and petroleum sector.	✓	✓	✓
23. Ensure that petroleum exploration and production activities shall include technology transfer and development of local manpower including engaging qualified local personnel as a priority.	✓	✓	✓
24. Enhance manpower and technical capacity in petroleum exploration by establishing programmes in conjunction with local industry associations, local training institutions and international institutions.	✓	✓	✓
25. Support local investors that have the capacity and interest to participate in and/or undertake petroleum exploration and production.	✓	✓	✓
26. Subject upstream petroleum activities to the PSC regime and the 9th Schedule of the Income Tax Act.	✓	✓	✓
27. Adopt a transfer pricing mechanism as defined in the income tax law to address the possibility of tax avoidance by affiliated parties in the gas value chain and international best practices.	✓	✓	✓
28. Develop and implement an oil and gas master plan taking into account mechanisms for commercialization, utilization and enhancement of local capacity, elements of supply chain, value, development, processing and the market for end products.	✓	✓	✓
29. Provide incentives to fast track discovery of commercial natural gas, coal bed methane (CBM) and shale gas.	✓	✓	✓
30. In the event of discovery of crude oil together with natural gas, the Government will ensure that oil exploration and production companies (OIEPs) take measures to exhaustively produce both products from such wells.	✓	✓	✓
31. Develop an appropriate communication strategy to manage stakeholder expectations	✓	✓	✓

2.3 MIDSTREAM AND DOWNSTREAM PETROLEUM

2.3.1 Petroleum Demand and Consumption

1. The Economic Survey, 2014, indicates that on average the retail and pump outlets and road transport between years 2009 and 2013, accounted for approximately 61.3% of petroleum consumption with industrial and commercial sectors accounting for 14.24% while power generation accounted for 6.37%. Fuel consumption in the electric power generation category reduced by nearly half to 64.1

Annex 30

National Oil Company of Kenya, "Oil and Gas Exploration History in Kenya", *available at* http://nationaloil.co.ke/site/3.php?id=1 (last accessed 10 June 2015)

Oil and Gas Exploration History in Kenya

Petroleum Exploration in Kenya begun in the 1950's with the first well being drilled in 1960. British Petroleum (BP) and Shell began exploring in Kenya in 1954 in the Lamu Embayment where they drilled ten wells. None of the wells were fully evaluated or completed for production despite several indications of oil staining and untested zones with gas shows.

In Mandera Basin, Frobisher Ltd., Adobe Oil Company and Burmah Oil Company conducted photo geological field geology, gravity, aeromagnetic and seismic surveys that did not materialize into drilling programs.

In 1975, several consortia acquired acreage in upper part of Lamu Basin. Texas Pacific et al drilled Hargaso-1 in 1975 and encountered oil and gas shows in the Cretaceous rocks. In 1976 Chevron and Esso drilled Anza-1 and Bahati-1 wells in the southern part of Anza Basin. The drilling mud of both tests was suspected of having hydrocarbons and microfossils that contaminated the geochemical and cuttings respectively.

An interest in the offshore portion of the Lamu Basin resulted in the drilling of three deep wells, Simba-1, Maridadi-1 and Kofia-1 by a consortium of Cities Services, Marathon and Union in 1982. Seismic data revealed that salt diapiric structures were present along the Kenyan margin.

In 1986, the petroleum exploration and production legislation in Kenya was revised to provide suitable incentives and flexibility to attract international exploration interest in the country.

In 1986 the Government of Kenya entered into a joint venture exploration programme with Petro-Canada International Assistance Corporation. Seismic work was conducted and Kencan-1 was drilled to test deeper strata on the structure adjacent to Garissa-1 well.

A group of companies led by Amoco and Total drilled ten (10) wells, 8 of them in Anza Basin and 2 in Mandera Basin between 1985 and 1990. The wells were dry but with indications of oil and gas. Total exploration drilled Ndovu-1, Duma-1 and Kaisut-1 in North Anza Basin while Amoco drilled Sirius-1, Bellatrix-1 and Chalbi-3 in the Northwest of Anza Basin and Hothori-1 well in South Anza Basin.

Amoco farmed out 50% of its interest to Shell who drilled Eliye Springs-1 and Loperot-1 located west of Lake Turkana in a Tertiary Rift Basin. The Loperot-1 well penetrated a lacustrine source rock with high Total Organic Carbon content (TOC) and recovered water and waxy oil on a repeat formation test (RFT) from Miocene sandstone interval.

While none of these wells encountered commercial reserves, fluorescence and gas shows were reported in Hothori, Endela, and Ndovu wells. Biostratigraphic studies suggest that these wells may not have penetrated deep to test the Neocomian-Lower Albian sediments which comprise the source reservoir, and seal within Sudan rift basins.

In 1991, National Oil initiated an in-house study of the Lamu Basin as part of a long-term strategy to re- evaluate the existing geological, geophysical and geochemical data relating to each of the sedimentary basins in Kenya. The Lamu Basin study was completed in 1995. Based on the above reports Kenya subdivided the Lamu embayment (both onshore and offshore) into ten (10) exploration blocks, each with a specific exploration play. Two (2) more exploration blocks have been created since the year 2001.

Promotion efforts generated new interests in the offshore Lamu Basin, and resulted in the signing of seven (7) Production Sharing Contracts covering blocks L5, L6, L7, L8, L9, L10 & L11 between 2000 and 2002. A total of 7884 km of 2D seismic data covering Blocks L5, L6, L7, L8, L9, L10, L11 & L12 was acquired offshore Lamu Basin by Woodside between August and October 2003.

In August 2000 the Corporation commissioned the Tertiary Rift Study, which was completed in March 2001. Tertiary rift study led to quantification of potential source and reservoir rock units in the study area as well as the petroleum system at play in the sub-basins.

National Oil has a Data Centre for storage of seismic data, well logs, well reports, other oil exploration reports and aeromagnetic as well as gravity data which has been obtained in this country to date through petroleum exploration activities. In addition, National Oil has set up cores and drill cuttings storage facility in which the rock samples retrieved during petroleum exploration in this country from 1960 to date are stored for use by those carrying out exploration.

Upstream Activities

- Oil and Gas Exploration
- Opportunities for Oil Exploration
- Basins Structural Framework Map
- Deep Wells Drilled
- Geophysical Data
- Hydrocarbon Packages & Reports
- Laboratory Services
- Conditions for Oil Exploration
- Airborne Geophysical Surveys
- Production Sharing Contract
- University of Nairobi - Geology



Top Information

- Upstream Activities
- Downstream Operations
- Corporate Strategy
- Oil & Gas Exploration
- Active Tenders
- Fuel/Supa Card
- Contact Us

Annex 30

National Oil Corporation

Board of Directors
Management Team
Corporate Strategy
Human Resource Development
Corporate Social Responsibility

Upstream Activities

Oil and Gas Exploration
Opportunities for Oil Exploration
Basins Structural Framework Map
Production Sharing Contract
University of Nairobi - Geology

Downstream Activities

Fuel Card
Order Processing Procedures
Liquefied Petroleum Gas
Fuel Business
Partnerships

Contact Us

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Annex 31

Government of Somalia and Government of Kenya, *Joint Report on the Kenya-Somali Maritime Boundary Meeting, 26-27 Mar. 2014* (1 Apr. 2014)

JOINT REPORT OF THE GOVERNMENT OF THE REPUBLIC OF KENYA AND THE FEDERAL REPUBLIC OF SOMALI ON THE KENYA- SOMALI MARITIME BOUNDARY MEETING HELD ON THE 26TH -27th MARCH, 2014 AT THE MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE, NAIROBI, KENYA.

INTRODUCTION

The Deputy Director/Horn of Africa Mr. Daniel Tanui welcomed both delegations and informed that the respective Ministers of Foreign Affairs met on Friday 21st March 2014 to discuss among other issues the maritime boundary and instructed that a meeting be held immediately at the technical level.

The Kenyan Ambassador to Somali Amb. Josephat Maikara made the opening remarks and reiterated that Kenya and Somali share common problems, common heritage, and common boundary and that the issue of maritime dispute cannot hurt the good relations. He urged the meeting to be guided by these parameters in their discussions.

The Somali delegation expressed their appreciation for the hospitality and affirmed their commitment to an open and constructive dialogue.
Kenya submitted a proposed agenda for the meeting which included the following substantive issues:

a) The Memorandum of Understanding; and
b) The maritime boundary.

The Somali delegation objected to the proposed discussion of the purported Memorandum of Understanding and requested its removal from the proposed agenda. Furthermore, the Somali delegation informed the meeting that the Somali Government has previously notified the Kenyan Government orally and the Secretary-General of the United Nations in writing that the Transitional Federal Parliament of the Somali Republic

rejected to ratify the purported Memorandum of Understanding, thereby rendering it void and of no effect.

The meeting agreed to delete the Memorandum of Understanding from the agenda and adopted the revised agenda attached hereto as Annex 2.

DISCUSSIONS ON THE MARITIME BOUNDARY

The following issues were raised as points for discussion on:

a) Kenya's departure from the "equidistance" methodology adopted by the Kenyan Government in the 1972 Territorial Waters Act [as revised in 1977] and the 1989 Maritime Zones Act to the 2005 Presidential Proclamation;
b) Starting point for the determination of the maritime boundary;
c) Baseline and base points;
d) Potential maritime boundary line;

a) KENYA'S DEPARTURE FROM THE "EQUIDISTANCE" METHODOLOGY ADOPTED BY THE KENYAN GOVERNMENT IN THE 1972 TERRITORIAL WATERS ACT [AS REVISED IN 1977] AND THE 1989 MARITIME ZONES ACT TO THE 2005 PRESIDENTIAL PROCLAMATION

The Somali delegation requested an explanation as to why Kenya had departed from the "equidistance" methodology adopted by the Kenyan Government in the 1972 Territorial Waters Act [as revised in 1977] and the 1989 Maritime Zones Act to the 2005 Presidential Proclamation.

The Kenyan delegation informed Somali that in 1967 Kenya made her first Proclamation on her territorial sea in accordance with UNCLOS II which then provided that territorial sea extended up to 3 Nautical miles and the method for determining the territorial sea then was the equidistance line up to 3 nautical miles. The revision of UNCLOS II to UNCLOS III expanded available maritime zones for coastal states by extending the territorial sea

from 3 nautical miles to 12 nautical miles and creating the Exclusive Economic zones among others.

The 1979 Proclamation therefore was in the spirit of the discussions and negotiations which were underway on UNCLOS III and State practice where States were making Proclamations on the Exclusive Economic Zone. The Territorial waters Act was subsequently repealed in 1989 and replaced by the Maritime Zones Act which domesticated the UNCLOS III.

The 1979 Proclamation adopted a parallel of latitude as the boundary line and at no time did Kenya in her Proclamation either in 1979 and 2005 adopt the equidistance methodology to determine the maritime boundary.

The review of the 1979 Proclamation was essentially to review the base points and the baseline and to review the coordinates of the final base point bordering Somali.

Section 3(4) of the Kenya Maritime Zones Act refers to the methodology of measuring the breadth of the territorial sea and not a reference to boundary.

Further, the 2005 Proclamation has an attached schedule amending the First Schedule in the 1989 Maritime Zones Act.

The Somali delegation was not satisfied with the explanation provided by the Kenyan delegation on its departure in the 2005 Proclamation from the "equidistance" methodology and referred to the following plain language contained in the Maritime Zones Act of 1989 reflecting Kenya's adoption of an equidistance methods:

> *"Commencing on the straight line joining Diua Damasciaca Island and Kiungwamina Island at the point at which this line is intersected perpendicularly by the Median straight line drawn from Boundary Pillar 29 (being the terminal pillar of the Kenya-Somali boundary)."*

b) STARTING POINT FOR THE DETERMINATION OF MARITIME BOUNDARY

The delegations discussed and agreed to rely on Pillar BP29 as reflected in the 1924 Anglo-Italian Treaty to constitute the starting point solely for the

purposes of establishing a maritime boundary pending confirmation of the coordinates.

c) BASELINE AND BASE POINTS

Somali objects to Kenya's use of straight baselines as Kenya's coastline is not deeply indented and it amounts to an excessive claim that not only encroaches onto Somali but also violates the requirements under UNCLOS. Furthermore, the Somali delegation noted that Ungwana Bay does not meet the requirements of a legal bay under UNCLOS and therefore, expressed reservations as to its characterization as a bay. The Somali delegation also expressed reservation to the Kenyan Government's assertion that Ungwana Bay is to be treated as a "historical bay". In respect of Kenya's adopted straight baseline, the Somali delegation stated that other countries, (as reflected in the State Department's publication on Limits in the Seas) share the Somali Government's view on the excessive nature of such baseline.

The Kenyan delegation noted that UNCLOS provided the criteria for establishing baseline which Kenya fully complied with. The choice to use straight baselines by Kenya is in recognition of the deeply indented nature of the Kenyan coastline whereby use normal baseline would have ceded all the islands to the territorial sea. In addition, in establishing the straight baseline, Kenya did not cut off the territorial waters of any neighbouring country in accordance with UNCLOS but rather safeguarded the country's interests regarding the internal waters.

Further, Kenya informed the delegation of Somali that the Ungwana Bay was declared as a historical bay way back in 1967. Historical bays do not to meet the technical criteria set out in UNCLOS.

Determination of base points is an exercise of State sovereignty in accordance with UNCLOS.

d) PROPOSED MARITIME BOUNDARY LINE

Kenya made a presentation explaining the rationale for adopting the parallel of latitude. The criteria that was considered by Kenya was the provisions in UNCLOS relating to special circumstances and equitable solution as well as the established jurisprudence and State practice regarding determination of maritime boundaries. The presentation made by Kenya on this aspect is attached as Annex 3.

Somali's position was that a unilateral declaration of maritime boundary by a country is invalid under international law. They further stated that the unilateral act by the Kenyan Government reflected in the parallel of latitude has no basis in international law, case law or widespread State practice.
The Somali delegation expressed that such parallel of latitude line produces a grossly disproportionate division of the disputed area (as reflected in the map attached as Annex 4). The Somali Delegation noted that Kenya's adoption of parallel of latitude is widely perceived as an African country taking advantage of a sisterly country that has been ravaged by a civil war for over 20 years resulting in a clear intrusion into Somali.

The Kenyan delegation informed that the Government of Kenya established her maritime zones in accordance with UNCLOS and taking the initiative by the two countries to initiate discussion on the same and finalizing on an agreed maritime boundary. At no time has the Kenyan Government taken advantage of the unfortunate situation in Somali. Further, and to show the good faith the MoU that had been entered into by the two countries expressly recognized that there is a possibility of an overlapping claim between the two countries and indicated that consideration of either country's outer limits of the continental shelf was not going to jeopardize future discussions on the maritime boundary. The sentiments expressed by Somali in rejecting the MoU were never brought to the attention of Kenya and Kenya only learnt about the objections through the information submitted to the United Nations. Kenya as a country has never had any

intention of encroaching into the territory of Somali and what was done is well within international law.

The Somali delegation proposed and in fact, demonstrated the application of the bisector line to determine the maritime boundary line between the two countries. The Somali delegation suggested two options of bisector line, which produced an almost equal division of the disputed area. .

The delegations after considering several options and methods including bisector, perpendicular, median and parallel of latitude could not reach a consensus on the potential maritime boundary line acceptable to both countries to be adopted.

Consequently the two delegations resolved to refer the matter to the principals for further guidance.

It is agreed that these minutes provide an accurate reflection of the discussions which took place in this meeting:

.....

JUSTER NKOROI, EBS
HEAD OF DELEGATION
GOVERNMENT OF THE
REPUBLIC OF KENYA
27/03/2014

.....

MONA AL-SHARMANI
HEAD OF DELEGATION
OF THE FEDERAL
REPUBLIC OF SOMALI
27/03/2014

.....

MOHAMED OMAR
MEMBER SOMALI DELEGATION
27/03/2014

ANNEX 1

LIST OF DELEGATIONS FROM KENYA AND SOMALIA

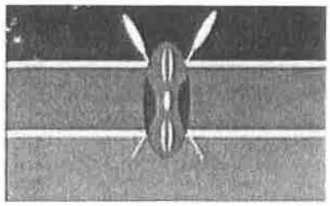
SOMALIA:

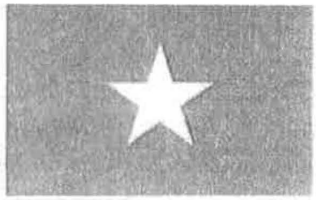
1. Mona Al Sharmani - Senior Advisor, Somali Foreign Ministry –**HEAD OF DELEGATION-SOMALI**
2. Mohamed Omar - Senior Advisor, Somali Foreign Ministry

KENYA:

1. Juster Nkoroi- Chair Taskforce on Delineation of the Continental Shelf-**HEAD OF DELEGATION-Kenya**
2. Amb. J. Maikara- Kenyan Ambassador to Somalia
3. D.C. Tanui- D/Head Horn of Africa
4. Stella Mokaya-Orina- Head Legal Ministry of Foreign Affairs and International Trade
5. Dr. Korir Sing'oei- Legal Advisor, Presidency-Kenya
6. Dorcas Achapa- Deputy Solicitor General, Office of the Attorney General and Department of Justice
7. Jacqueline Odundo-Ministry of Foreign Affairs and International Trade
8. Hussein Mohamed-Ministry of Foreign Affairs and International Trade
9. Jillo Abaruja J- Ministry of Foreign Affairs and International Trade
10. Julius Rotich- Survey of Kenya
11. Simon Njuguna-Taskforce on Delineation of the Continental Shelf
12. Michael Gikuhi- Taskforce on Delineation of the Continental Shelf
13. John Kagasi-Taskforce on Delineation of the Continental Shelf
14. Robert Kibiwot-Taskforce on Delineation of the Continental Shelf
15. John Mugendi-Taskforce on Delineation of the Continental Shelf
16. Joseph Rotich-Taskforce on Delineation of the Continental Shelf

Annex 31





KENYA-SOMALIA MARITIME BOUNDARY MEETING ON WEDNESDAY 26TH MARCH, 2014 AT 10.00 A.M, MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE, 4TH FLOOR BOARDROOM

Agenda

1. Introductions
2. Adoption of Proposed Agenda
3. Appointment of Joint Rapporteurs
4. Opening Remarks:
   - Kenya
   - Somalia
5. Discussion on:
   - Maritime Boundary
6. Adoption of the Agreed Minutes
7. A.O.B.

28/03/2014

Equity-based Maritime boundary scenario;

Elaboration to Somalia on how and why Kenya arrived at a latitudinal boundary

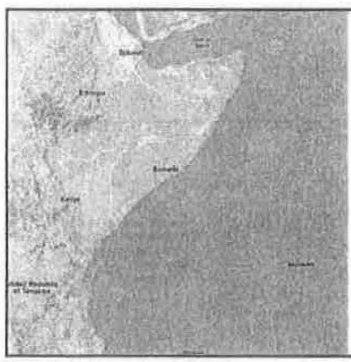
Introduction

- Kenya was guided by fairness and international legal requirements in establishment of her maritime boundaries
- Awaiting Somalia to come to the negotiation table, and in a bid to take a provisional arrangement of a practical nature, as provided for by international law, Kenya made a proclamation on her Exclusive Economic zone that contained a Latitudinal maritime boundary.
- The following are the principles that guided the State in arriving at such a latitudinal boundary

Summary on UNCLOS Provisions in Establishment Maritime Boundaries

- Article 15, 74 & 8 of UNCLOS Provides for delimitation of boundaries between states through;
  - Agreement
  - Median line for territorial sea unless, there is an agreement to the contrary based on claim by historical title and or special circumstances
  - Advocates for observation of equity in establishment of maritime boundaries

In summary, UNCLOS provides for settlement of maritime boundaries by agreement on the basis of Equitable solution.



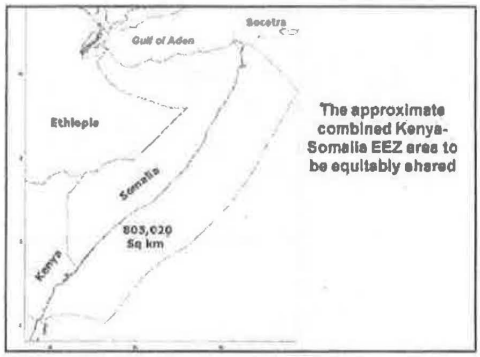
Eastern Africa coastline displaying concavity which is a widely recognized special circumstance

Equitable solution in delimitation of maritime area

- Equitable Solution amounts to proportionate sharing of "relevant maritime area" based on ratio of "relevant lengths of the coasts"
- Two parameters will therefore need to be established namely; what
  a) are the lengths of relevant coasts for the two States? and,
  b) is the maritime area to be shared?

Relevant Lengths and areas contd....

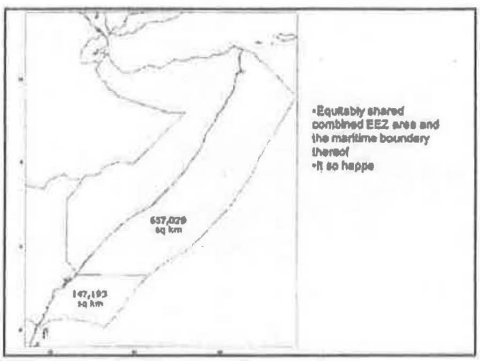
- Relevant lengths of the coasts
  - General length as opposed to a coastline that includes bays indentations and islands (baseline)
  - Kenya's whole coastline is relevant
  - Kenya considered Somalia coastline from the pillar 29 to the tip of horn of Africa, as relevant
- Relevant Maritime area to be shared was based on the following considerations
  - there is no agreed maritime boundary between Somalia and Yemen in respect of Socotra islands
  - Such boundary would justifiably be a median (in the worst case scenario in respect of Somalia)
  - Kenya-Tanzania boundary (as bilaterally agreed) did not involve Somalia and should therefore not count in identification of the southern bounds of the area to be shared
  - If a median line is used in for the northern bound, it should also be used for the southern bounds
  - The 200M (EEZ) is a guaranteed zone for both States therefore defining a uniform seaward bounds of the area to be shared



The approximate combined Kenya-Somalia EEZ area to be equitably shared

Calculation of equitably shared Areas

- Relevant coasts for;
  - Kenya 430kms
  - Somalia 1920kms
- Ratio of coast line **1: 4.47**
- Area to be shared 805,020 sq kms
- Proportionate sharing
  - Kenya 147,193sq kms
  - Somalia 657,029sq kms
- Resultant Ratio on areas **1: 4.46**

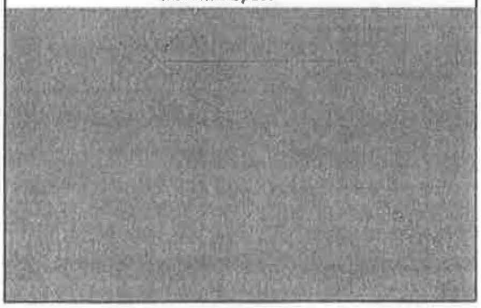


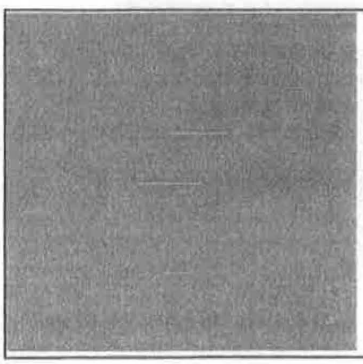
•Equitably shared combined EEZ area and the maritime boundary thereof
•It so happe

Why absolute Median lines may not be an option for Kenya

- Previously, Kenya has reliably picked hints that Somalia prefers median lines
- While the State appreciates a provisional median line as a stating point in establishment of the boundary, it is also noted that such provisional lines are adjusted so as to yield equitable solutions
- Any proposed delimitation method should be guided by the tenets of equity as codified in international law
- Absolute median lines on the eastern Africa coastline that appreciably concave and therefore special results into gross inequity to the disadvantage of Kenya
- Further, inequities that would be occasioned by median lines have been realised and mitigated in at least two other cases along the same coast line, by use of latitudinal boundaries thereby establishing a regional state practise

Median line boundaries effect on Kenya's maritime space





Regional trend of the maritime boundaries

Excluding the yet- to-be-concluded Kenya Somalia, there are two others namely Kenya-Tanzania and Tanzania Mozambique which are latitudinal.

Conclusion

- UNCLOS has no reference to median lines in delimitation of EEZ and or Continental shelf between the states.
- Inequity is double edged term referring to both undue advantage and disadvantage where respective states have a moral responsibility in addressing either
- In jointly establishing this maritime boundary the two States are at liberty to opt for a delimitation methodology that guarantees equitable solution

Annex 32

Government of Somalia and Government of Kenya, *Joint Report on the Kenya-Somalia Maritime Boundary Meeting, 28-29 July 2014* (July 2014)

JOINT REPORT OF THE GOVERNMENT OF THE REPUBLIC OF KENYA AND THE FEDERAL REPUBLIC OF SOMALIA ON THE KENYA - SOMALIA MARITIME BOUNDARY MEETING HELD ON THE 28TH- 29TH JULY 2014 AT THE MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE, NAIROBI, KENYA

1. As a follow-up to the Meeting held on 26th - 27th March 2014, the Cabinet Secretary, Ministry of Foreign Affairs and International Trade of Kenya, Amb. Amina C. Mohamed and the Minister of Foreign Affairs and Investment Promotion of the Federal Republic of Somalia, H.E. Dr. Abdirahman Dualeh Beileh, on 28th and 29th July 2014, met with their delegations.

2. During the meeting the two Ministers received presentations from their technical teams, on the issue of the maritime boundary.

3. The Somali technical team made a presentation on 28th July 2014 which reflected the position of the Federal Government of Somalia.

4. The Kenyan technical team made a presentation on the 29th July 2014 that reflected the position of the Government of the Republic of Kenya on the maritime boundary between Kenya and Somalia.

5. After intense discussions, both sides agreed to adjourn and to reconvene on 25th - 26th August 2014 in Mogadishu, Somalia to continue working on these issues in an attempt to bridge the gaps between the two parties' positions.

It is agreed that these minutes provide an accurate reflection of the discussions, which took place.

Juster Nkoroi, EBS
HEAD OF KENYA
TECHNICAL TEAM

Mona Al- Sharmani
HEAD OF SOMALIA
TECHNICAL TEAM

Annex 33

Government of the United Kingdom and Government of Italy, *Minutes of the Twenty-First Meeting* (17 Dec. 1927)

16

TWENTY-FIRST MEETING.

Florence,
17th December, 1927.

Presenti:-

Lieut.-Col. L.N. King,
O.B.E., R.E.
Capt. E.H.M. Clifford,
M.C., R.E.
Capt. E.N. Erskine, M.C.
Political Officer.

1. The meeting opened at 15.30 p.m.

2. The Commission having recorded their decisions in the form of an Agreement, the Heads of the two Missions have signed this document, together with its Appendices, in duplicate.

The Commission declares that they have therefore completed their allotted tasks, except as regards the reproduction of the map in colour (paragraph 17 of the Agreement), which is entrusted to Maggiore Napolitano, who will send two copies to the Heads of the two Missions for signature.

With the full cognizance of the two Governments, the Commission therefore decide to disperse at the conclusion of the present meeting.

3. The meeting closed at 16.30 p.m.

VENTUNESIMA SEDUTA.

Firenze,
17 Dicembre, 1927.

Presenti:-

Commendatore Dott. Colucci Tullio,
Ispettore Superiore Coloniale.
Maggiore Napolitano Aniello.

Assente per ragioni private:-
Maggiore Marino Armando.

-:-:-:-:-:-:-:-:-:-

1. La seduta si apre alle ore 17.30 .

2. Avendo la Commissione concretato le proprie decisioni nella forma di un Accordo, i Capi delle due Delegazioni hanno firmato questo documento e le annesse Appendici in duplice esemplare.

La Commissione constata che il compito ad essa affidato è in tal modo esaurito, ad eccezione di quanto riguarda la riproduzione in colori della carta (art. 17 dell'Accordo), alla quale provvede il Maggiore Napolitano, che ne invierà due copie ai Capi delle due Delegazioni per le firme.

Pertanto la Commissione, con piena conoscenza dei due Governi, delibera di sciogliersi al termine della presente seduta.

3. La seduta termina alle ore 18.30 .

L. N. King Lt.-Col. R.E.

E.H.M. Clifford Captain, R.E.

E.N. Erskine P.O.

Tullio Colucci

A. Napolitano

Annex 34

Kingdom of Norway, Ministry of Foreign Affairs, "Norway regrets claims by a UN report linking Norwegian development efforts to commercial interests in Somalia" (25 July 2013)

Government.no

HISTORICAL ARCHIVE

Published under: Stoltenberg's 2nd Government
Publisher Ministry of Foreign Affairs

Norway regrets claims by a UN report linking Norwegian development efforts to commercial interests in Somalia

News story | Published: 2013-07-19

Norway has for many years provided extensive assistance to Somalia both humanitarian, as well as to support efforts for peace and reconciliation and for reconstruction and development of a country who has suffered so much from hungers and wars. This has been a consistent policy aiming towards a more stable and peaceful Somalia, in which the Somali people may begin to enjoy security and hopes for a more prosperous future.

Norway has for many years provided extensive assistance to Somalia both humanitarian, as well as to support efforts for peace and reconciliation and for reconstruction and development of a country who has suffered so much from hungers and wars. This has been a consistent policy aiming towards a more stable and peaceful Somalia, in which the Somali people may begin to enjoy security and hopes for a more prosperous future.

It is therefore with serious concern that we understand the Monitoring Group in its Report to the Security Council is conveying some conspiratory allegations, found on the internet, implying that Norwegian assistance to Somalia is a cover to promote the commercial interests of some Norwegian oil companies. This is both unfounded and untrue.

We have previously noted that such allegations in particular have been furthered by some groups against the legal assistance that Norway has provided to Somalia in order to help the country comply with the UN Convention on the Law of the Sea. However, this is an assistance that was requested both by the then UN Special Representative for Somalia, as well as by several subsequent Somali Governments, in order for Somalia to gain proper and legal rights over its own coastal and continental shelf resources. Norway also has assisted a number of other African coastal states in the same field, without ever having experienced any similar kind of allegations.

The notion that Norway in this connection somehow should have been collaborating with Kenya to gain access to an area of the continental shelf that rightly belongs to Somalia is also totally unfounded. When submitting the necessary documentation to the "International Commission on the Limits of the Continental Shelf" in 2009, both Somalia and Kenya jointly confirmed an understanding which guaranteed that the submission would not, and could not, in any way, prejudice the future drawing of the maritime boundaries between the two countries. Not issuing such an understanding would in fact have prevented the Commission from considering any Somali data relating its continental shelf.

We are aware that the Norwegian oil company Statoil has showed some interest in possible future oil concessions in Kenya, but the Norwegian Government has always advised the company not to apply for such concessions in any areas where there may be a potential legal dispute, and when realizing that this was the case with the mentioned L26 block, Statoil decided not to get involved.

The case with the company DNO International ASA is slightly different. Although the company has its HQ in Norway, it is an international company with mostly foreign owners, mainly from the Middle East, and the Norwegian Government has no ownership in the company. When the Norwegian Ministry of Foreign Affairs became aware of the company's intention to get into the mentioned and disputed area of Somaliland, the Ministry even warned about the risks that this might entail.

To imply that the Norwegian Government's assistance to Somalia may be "a cover for commercial interests" is therefore totally unfounded. This do of course also apply to the cooperation that Norway presently is involved in with the Somali Federal Government, and with other international partners to set up a Special Financing Facility, in order to help speed up the government's reconstruction efforts. This SFF is seen as a temporary funding mechanism until the World Bank and other multilateral donors may take over this responsibility, and it is based on the so called "New Deal" principles, in which the Somalia government will have full responsibility for the use of the funds, while the donors may be monitoring that the funds are used properly and not disappear through corruption etc.

TOPIC

Development cooperation

Annex 35

Note Verbale from the Permanent Mission of Somali Democratic Republic to the United Nations to the Secretary-General of the United Nations, No. NY/UN-20/490/89 (20 July 1989)

RECEIVED
JUL 24 1989

ERGADA JOOGTADA AH
ce Jamhuuriyadda Dimoqradiga Somaliya
ce Qaramada Midoobey

OFFICE OF LEGAL AFFAIRS
RECEIVED
JUL 24 1989

USG LOG NO: 0978

PERMANENT MISSION OF THE
SOMALI DEMOCRATIC REPUBLIC
TO THE UNITED NATIONS

425 East 61st Street
Suite 703
New York, N.Y. 10021
Tel: (212) 688-9410,11,12

NY/UN-20/490/89

20 July 1989

The Permanent Mission of the Somali Democratic Republic to the United Nations presents its compliments to the Secretary-General and has the honour to communicate to you the instruments of ratification of Somalia on United Nations convention on the law of the sea which is signed by the President of Somali Democratic Republic on decree No. 10 of the 9th February 1989.

The Permanent Mission of the Somali Democratic Republic to the United Nations avails itself of this opportunity to renew to the Secretary-General the assurances of its highest consideration.

Office of the Secretary-General
to the United Nations
New York, N.Y. 10017

Annex 36

Note Verbale from the Secretary-General of the United Nations to the Permanent Representative of the Somali Democratic Republic to the United Nations, No. LA 41 TR/221/1 (21-6) (8 Aug. 1989)

LA 41 TR/221/1 (21-6) EK/EK

The Secretary-General of the United Nations presents his compliments to the Permanent Representative of the Somali Democratic Republic to the United Nations and has the honour to refer to the Permanent Mission's note NY/UN-20/490/89 of 20 July 1989 transmitting the instrument of ratification by the Government of Somalia of the United Nations Convention on the Law of the Sea, concluded at Montego Bay, Jamaica, on 10 December 1982.

The above-mentioned instrument was deposited with the Secretary-General on 24 July 1989, the date of its receipt.

All States concerned are being informed accordingly.

8 August 1989

Annex 37

Letter from H.E. Omar Abdirashid Ali Sharmarke, Prime Minister of the Transitional Federal Government of the Somali Republic, to H.E. Ban Ki-Moon, Secretary-General of the United Nations, No. XRW/00506/08/09 (19 Aug. 2009)

Xukuumadda Federaaliga KMG ah
ee Jamhuuriyadda Soomaaliya
Xafiiska Ra'iisul Wasaaraha

الحكومة الانتقالية الفيدرالية
لجمهورية الصومال
مكتب رئيس الوزراء

The Transitional Federal Government of the Somali Republic
Office of the Prime Minister

XRW/00506/08/09 August 19, 2009

H. Excellency Ban Ki Moon
Secretary General of the United Nations
New York, USA

Excellency,

With reference to your communication dated 11 May 2009 (Continental Shelf Notification CLCS.35.2009 LOS) regarding the submission made by the Republic of Kenya to the Commission on the Limits of the Continental Shelf, and in accordance with rule 5 (a) of Annex I to the Rules of Procedure of the Commission, I have the honour, on behalf of the Transitional Federal Government of the Somali Republic to submit the following observations:

The delimitation of the continental shelf between the Somali Republic and the Republic of Kenya has not yet been settled. It would appear that Kenya claims an area extending up to the latitude of the point where the land border reaches the coast, while, instead, in accordance with the international law of the sea, an equidistance line normally constitutes the point of departure for the delimitation of the continental shelf between two States with adjacent coasts. Somalia bases itself on the latter view.

This unresolved delimitation issue is to be considered as a "maritime dispute" for the purposes of rule 5 (a) of Annex I to the Rules of Procedure of the Commission. The Kenyan and Somali claims cover an overlapping area which for the same purposes constitutes "the areas under dispute". Accordingly, any action of the Commission shall, in accordance with UNCLOS, Annex II, article 9, not prejudice matters relating to the delimitation of the continental shelf between the Republic of Kenya and the Somali Republic.

On 7 April 2009 the Minister of Foreign Affairs of the Republic of Kenya and the Minister of National Planning and International Cooperation of the Somali Republic, both being duly authorized by their respective governments, signed in Nairobi a "Memorandum of Understanding between the Government of the Republic of Kenya and the Transitional Federal Government of the Somali Republic to grant to each other no-objection in respect of submissions on the outer limits of the continental shelf beyond 200 nautical miles to the Commission on the Limits of the Continental Shelf". A copy of the Memorandum of Understanding signed by the two Ministers is enclosed to the

preliminary information indicative of the outer limits of the continental shelf beyond 200 nautical miles submitted by Somalia in accordance with the decision by the eighteenth Meeting of States Parties to UNCLOS contained in document SPLOS/183.

In the said Memorandum of Understanding the Republic of Kenya and the Somali Republic agree that at an appropriate time each of them will make separate submissions to the Commission, that may include the areas under dispute, without regard to the delimitation of maritime boundaries between them. In the Memorandum of Understanding the two coastal States give their prior consent to the consideration by the Commission of these submissions in the areas under dispute. Furthermore it is stipulated that the submissions made before the Commission and the recommendations approved by the Commission thereon shall not prejudice the positions of the two coastal States with respect to the maritime dispute between them and shall be without prejudice to the future delimitation of maritime boundaries in the areas under dispute, including the delimitation of the continental shelf beyond 200 nautical miles.

In accordance with the Memorandum of Understanding the delimitation of maritime boundaries in the areas under dispute, including the delimitation of the continental shelf beyond 200 nautical miles, shall be agreed between the two coastal States on the basis of international law after the Commission has concluded its examination of the separate submissions made by each of the two coastal States and made its recommendations to the two coastal States concerning the establishment of the outer limits of the continental shelf beyond 200 nautical miles.

On the above understandings the Transitional Federal Government of the Somali Republic reiterates its consent, in accordance with rule 5 (a) of the Rules of Procedure of the Commission, to the examination by the Commission of the Kenyan submission with regard to the areas under dispute between the two coastal States. The actions of the Commission with respect to the Kenyan submission shall be without prejudice to the future submission by the Somali Republic, in accordance with article 4 of Annex II to UNCLOS, of particulars of the outer limits of its continental shelf beyond 200 nautical miles along with supporting scientific and technical data, that may include the areas under dispute, and to the consideration by the Commission of such a future Somali submission.

I have the honour to request that the present letter be brought to the attention of the Commission on the Limits of the Continental shelf, and made publicly available, including on the website of the Commission.

Please accept, Excellency, the assurances of my highest consideration.

Omer Abdirashid Ali Sharmarke
The Prime Minister

Annex 38

Letter from H.E. Omar Abdirashid Ali Sharmarke, Prime Minister of the Transitional Federal Government of the Somali Republic, to H.E. Ban Ki-Moon, Secretary-General of the United Nations, No. OPM/IC/00./016/11/09 (10 Oct. 2009)

Jamhuuriyadda Soomaaliya
Xukuumadda Federaaliga KMG ah

Xafiiska Ra'iisul Wasaaraha

جمهورية الصومال
الحكومة الفيدرالية الانتقالية

مكتب رئيس الوزراء

The Transitional Federal Government of the Somali Republic

Office of the Prime Minister

OPM/IC/00./016/11/09 October 10, 2009

To: H.E Ban Ki-Moon
The Secretary General of the United Nations
New York, N.Y.

Excellency;

As you may be aware, the Government of Somalia and the Government of Kenya signed a Memorandum of Understanding (MOU) on April 7th, 2009, granting each other no-objection with respect to submissions on the Outer-Limits of the Continental Shelf beyond each country's 200 nautical miles.

I wish to inform your Excellency, that the above mentioned MOU between Somalia and Kenya was considered by the Transitional Federal Parliament of Somalia and the members voted to reject the ratification of that MOU on August 1st ,2009.

We would, therefore, request the relevant offices of the U.N. to take note of the situation and treat the MOU as non-actionable.

Please accept, Excellency, the assurances of my highest consideration and esteem.

Yours sincerely;

TRANSITIONAL FEDERAL GOVERNMENT * XAFISKA RAISALWASAARAHA * OFFICE OF THE PRIME MINISTER * OF THE SOMALI REPUBLIC *

H.E Omar Abdirashid Ali Sharmarke
Prime Minister of Somalia

+252 1-659271-659326 +2525-941037 Fax +2525-941017 E-mail: opmtfg@gmail.com Mogadishu, Somalia

Annex 38

Jamhuuriyada Soomaaliya
Ergada Joogtada ah ee Qaramada Midoobay

Permanent Mission of the Somali Republic to the United Nations

SOM/MSS/09/10 2 March, 2010

To: H.E. Mr. Ban Ki-moon
Secretary-General of the United Nations
United Nations
New York.

Excellency,

I have the honour to forward here with a letter Ref: OPM/IC/OO./016/11/09 Dated: October 10, 2009 from H.E. Omar Abdirashid Ali Sharmarke, Prime Minister of the Transtional Federal Government (T.F.G) Somalia, informing your Excellency of the rejection by the Transtional Federal Parliament of Somalia of the Memorandum of Understanding (MOU) between the Government of Kenya and the (T.F.G) of April 7th, 2009, granting each other no-objection with respect to submissions on the Outer- Limits of the Continental Shelf beyond each country's 200 nautical miles.

In this connection H.E. the Prime Minister of Somalia is kindly requesting your Excellency and the relevant offices of the U.N. to take note of the rejection of the (MOU) by the (T.F.G) Parliament and hence treat the MOU as non-actionable.

Excellency we would highly appreciate your appropiate action in this regard and of feedback at your Excellency early convenience.

Please accept, Excellency, the assurances of my highest consideration and esteem.

Sincerely,

Dr. Elmi Ahmed Duale
Ambassador Permanent Representative

425 East 61st Street, Suite 702 New York, N .Y. 10021 Tel: (212) 688-9410 Fax: (212) 759-0651

Annex 39

Letter from Dr. Elmi Ahmed Duale, Permanent Representative of the Permanent Mission of the Somali Republic to the United Nations, to H.E. Ban Ki-Moon, Secretary-General of the United Nations, No. SOM/MSS/09/10 (2 Mar. 2010)

Jamhuuriyada Soomaaliya
Ergada Joogtada ah ee Qaramada Midoobay

Permanent Mission of the Somali Republic to the United Nations

SOM/MSS/09/10 2 March, 2010

To: H.E. Mr. Ban Ki-moon
Secretary-General of the United Nations
United Nations
New York.

Excellency,

I have the honour to forward here with a letter Ref: OPM/IC/OO./016/11/09 Dated: October 10, 2009 from H.E. Omar Abdirashid Ali Sharmarke, Prime Minister of the Transtional Federal Government (T.F.G) Somalia, informing your Excellency of the rejection by the Transtional Federal Parliament of Somalia of the Memorandum of Understanding (MOU) between the Government of Kenya and the (T.F.G) of April 7th, 2009, granting each other no-objection with respect to submissions on the Outer- Limits of the Continental Shelf beyond each country's 200 nautical miles.

In this connection H.E. the Prime Minister of Somalia is kindly requesting your Excellency and the relevant offices of the U.N. to take note of the rejection of the (MOU) by the (T.F.G) Parliament and hence treat the MOU as non-actionable.

Excellency we would highly appreciate your appropiate action in this regard and of feedback at your Excellency early convenience.

Please accept, Excellency, the assurances of my highest consideration and esteem.

Sincerely,

Dr. Elmi Ahmed Duale
Ambassador Permanent Representative

425 East 61st Street, Suite 702 New York, N .Y. 10021 Tel: (212) 688-9410 Fax: (212) 759-0651

Annex 39

Jamhuuriyadda Soomaaliya
Xukuumadda Federaaliga KMG ah

Xafiiska Ra'iisul Wasaaraha

جمهورية الصومال
الحكومة الفيدرالية الانتقالية

مكتب رئيس الوزراء

The Transitional Federal Government of the Somali Republic

Office of the Prime Minister

OPM/IC/00./016/11/09 October 10, 2009

To: H.E Ban Ki-Moon
The Secretary General of the United Nations
New York, N.Y.

Excellency;

As you may be aware, the Government of Somalia and the Government of Kenya signed a Memorandum of Understanding (MOU) on April 7th, 2009, granting each other no-objection with respect to submissions on the Outer-Limits of the Continental Shelf beyond each country's 200 nautical miles.

I wish to inform your Excellency, that the above mentioned MOU between Somalia and Kenya was considered by the Transitional Federal Parliament of Somalia and the members voted to reject the ratification of that MOU on August 1st ,2009.

We would, therefore, request the relevant offices of the U.N. to take note of the situation and treat the MOU as non-actionable.

Please accept, Excellency, the assurances of my highest consideration and esteem.

Yours sincerely;

TRANSITIONAL FEDERAL GOVERNMENT XAFISKA RAISALWASAARAHA OFFICE OF THE PRIME MINISTER OF THE SOMALI REPUBLIC

H.E Omar Abdirashid Ali Sharmarke
Prime Minister of Somalia

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Annex 40

Note Verbale from the Permanent Mission of the Republic of Kenya to the United Nations to the Secretary-General of the United Nations, No. 7/14 (9 Jan. 2014)

PERMANENT MISSION OF THE REPUBLIC OF KENYA
TO THE UNITED NATIONS

No. 7/14

The Permanent Mission of the Republic of Kenya to the United Nations presents its compliments to the Secretary-General of the United Nations and has the honour to convey general information on Kenya's terrestrial and maritime boundaries.

The Permanent Mission of the Republic of Kenya to the United Nations transmits herewith the official terrestrial map of Kenya showing the demarcation of its forty-seven (47) county boundaries and international boundaries with her neighbours.

The Permanent Mission of the Republic of Kenya to the United Nations further wishes to inform that in accordance with the 1982 United Nations Convention on the Law of the Sea (UNCLOS), Kenya proclaimed her Exclusive Economic Zone (EEZ) through a Presidential Proclamation of June 9, 2005. The charts and coordinates of the proclamation were deposited with the Secretary-General of the United Nations, pursuant to Article 16, Paragraph 2, and Article 75, Paragraph 2 of UNCLOS, and were subsequently published under Law of the Sea Bulletin No. 16 of 2006. The Territorial Sea/Economic Zone map of Kenya is also herewith attached.

Kenya would like to bring this general information to all States and urge them to bring the same to all interested entities wishing to undertake activities within the confines of Kenya's EEZ. The charts and coordinates are attached to this document for reference and can

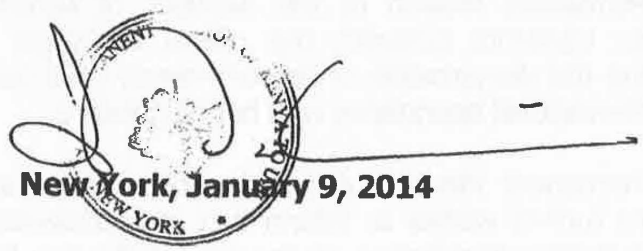
866 UNITED NATIONS PLAZA, RM. 304 • NEW YORK, NY 10017
TEL: (212) 421-4741/2/3 • FAX: (212) 486-1985 • E-MAIL: info@kenyaun.org

also be found on the United Nations website. Kenya therefore, wishes to inform that any activity within the proclaimed area must be with express authority of the Government of Kenya.

Kenya believes in the Convention and sovereignty of States, and was actively involved in the drafting of the UNCLOS. Kenya signed the Convention on December 10, 1982, the first day it was opened for signature at Montego Bay, Jamaica, and ratified it on March 2, 1989. The Convention came into force for Kenya in 1994.

Kenya, in accordance with the Convention has exercised and will continue to exercise sovereignty and jurisdiction over the said area.

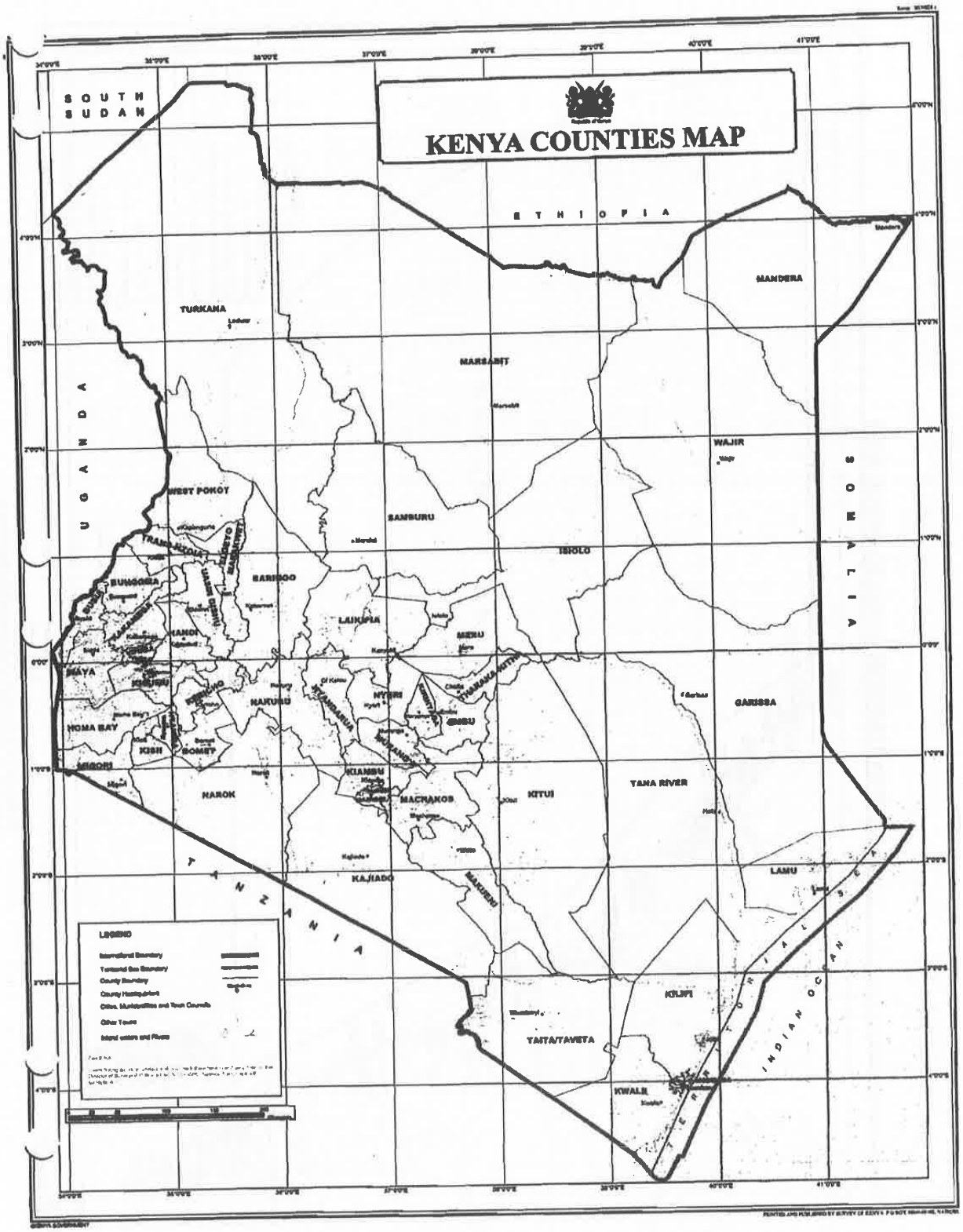
The Permanent Mission of the Republic of Kenya to the United Nations avails itself of this opportunity to renew to the Secretary-General of the United Nations the assurances of its highest consideration.



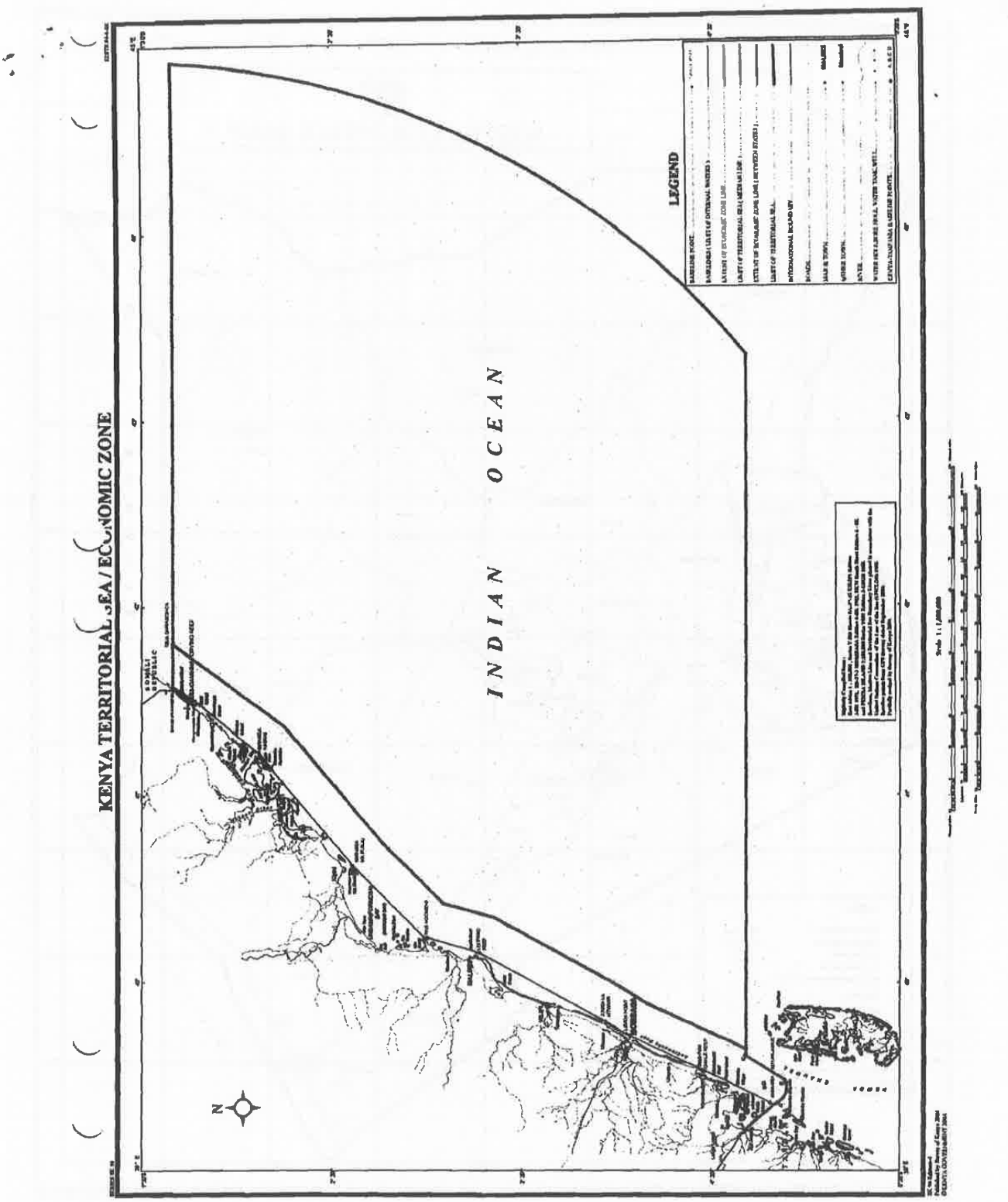
New York, January 9, 2014

The Secretary-General,
United Nations,
Room S-3800,
UN Secretariat,
NEW YORK.

Encl.


KENYA COUNTIES MAP
SOUTH SUDAN
ETHIOPIA
UGANDA
TANZANIA
SOMALIA
INDIAN OCEAN
TURKANA
MARSABIT
MANDERA
WAJIR
SAMBURU
ISIOLO
WEST POKOT
TRANS NZOIA
UASIN GISHU
ELGEYO MARAKWET
BARINGO
LAIKIPIA
MERU
THARAKA-NITHI
EMBU
KITUI
GARISSA
TANA RIVER
LAMU
BUNGOMA
KAKAMEGA
VIHIGA
NANDI
KERICHO
BOMET
NAKURU
NYERI
KIRINYAGA
MURANG'A
KIAMBU
NAROK
KAJIADO
MACHAKOS
MAKUENI
KILIFI
TAITA/TAVETA
KWALE
HOMA BAY
KISII
MIGORI
LEGEND

Annex 40



Annex 41

Letter from Dr. Abdirahman Beileh, Minister of Foreign Affairs and International Cooperation of the Somali Federal Republic, to H.E. Ban Ki-Moon, Secretary-General of the United Nations, No. MOFA/SFR/MO/259/2014 (4 Feb. 2014)

JAMHUURIYADDA FEDERAALKA SOOMAALIYA
WASAARADDA ARRIMAHA DIBADDA
IYO ISKAASHIGA CAALAMIGA

جمهورية الصومال الفيدرالية
وزارة الشؤون الخارجية
والتعاون الدولي

SOMALI FEDERAL REPUBLIC
Ministry of Foreign Affairs and International Cooperation

REF: MOFA/SFR/MO/259/2014 Date: 04/02/2014

His Excellency
Mr. BAN Ki-moon
Secretary-General of the United Nations
New York

Excellency,

The Ministry of Foreign Affairs and International Cooperation of the Federal Republic of Somalia (the "Somali Republic") presents its compliments to the Secretary-General of the United Nations in his capacity as the depositary for the United Nations Convention on the Law of the Sea ("UNCLOS"), and draws his attention to the following observations of the Transitional Federal Government of the Somali Republic in connection with your Excellency's communication of 11 May 2009, Ref. CLCS.35.2009.LOS (Continental Shelf Notification) in regards to the submission presented by the Republic of Kenya to the Commission on the Limits of the Continental Shelf (the "Commission"), together with subsequent communications submitted on behalf of the Somali Republic, being a letter dated 10 October 2009 (OPM/IC/00./016/11/09) (the "2009 Letter"), as submitted under cover of a letter dated 2 March 2010 (SOM/MSS/09/10), in relation to a memorandum of understanding purportedly entered into by the Somali Republic dated 7 April 2009 (the "MoU").

1. There exists a dispute between the Somali Republic and the Republic of Kenya for purposes of rule 5(a) of Annex I of the Rules of Procedure of the Commission on the Limits of the Continental Shelf.

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2. As stated in paragraph 7.1 of the Executive Summary to Kenya's submission: "Kenya has overlapping maritime claims with the adjacent States of Somalia to the north and with the United Republic of Tanzania to the south." The map that appears at page 9 of Kenya's Executive Summary depicts Kenya's claim to a maritime boundary with Somalia extending seaward along a parallel of latitude from the purported land boundary terminus through the territorial sea, the exclusive economic zone and the continental shelf beyond 200 M of Somalia. Somalia has expressly rejected Kenya's claim. This unresolved delimitation issue is to be considered a 'maritime dispute' for the purposes of rule 5(a) of Annex I to the Rules of Procedure of the Commission. The Kenyan and Somali claims cover an overlapping area which for the same purposes constitutes the areas under dispute.

3. The areas under dispute cover approximately 15,000 square M within 200 M of the Somali Republic, and a significant portion of Kenya's claim in the outer continental shelf beyond 200 M.

4. Based on the exaggerated nature of Kenya's claim, its lack of legal foundation, and its severe prejudice to Somalia both within and beyond 200 M, Somalia formally objects to consideration of Kenya's submission by the Commission on the Limits of the Continental Shelf. In view of the Commission's consistent practice, in conformity with its regulations, of refraining from considering or making recommendations in regard to submissions when a dispute exists and one of the parties to the dispute submits an objection, Somalia expects that, faced with its objection, the Commission will decline to consider or make recommendations with regard to Kenya's submission.

5. In his statement on the progress of the work of the Commission, the Chairman of the Commission reported that, at the twenty-fourth session of the Commission held in New York between 10 August and 11 September 2009 (CLCS/64), Kenya had informed the Commission that:

> " [P]ending negotiations with the Transitional Federal Government of the Republic of Somalia, provisional arrangements of a practical nature had been entered into, in accordance with article 83, paragraph 3, of the Convention. These arrangements are contained in a memorandum of understanding signed on 7 April 2009, whereby the parties undertake not to object to the examination of their respective submissions."

6. The Somali Republic rejects these assertions, and declares that no provisional arrangements of a practical nature under Article 83, paragraph

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3 of UNCLOS have been entered into by Somalia and Kenya, and that no memorandum of understanding is in force between them. The alleged memorandum of understanding, ratification of which was rejected by the Transitional Federal Parliament of Somalia on 1 August 2009, and which is not therefore in force, was not an arrangement under Article 83, paragraph 3. In any event, it lacks legal force and does not impose obligations on either party; specifically, it does not obligate either Somalia or Kenya to refrain from objecting to the Commission's consideration of the other's submission. The 2009 Letter submitted by the Prime Minister of Somalia stated that: "the above mentioned MOU between Somalia and Kenya was considered by the Transitional Federal Parliament of Somalia and the members voted to reject the ratification of that MOU.... We would, therefore, request the relevant offices of the U.N. to take note of the situation and treat the MOU as non-actionable."

7. With respect to the unratified MOU, the Somali Republic further observes that:

(a) In accordance with customary international law (as now reflected in Article 7 of the Vienna Convention on the Law of Treaties), a person is considered as representing a State for the purpose of adopting or authenticating the text of a treaty or for the purpose of expressing the consent of the State to be bound by a treaty if (i) he produces appropriate full powers or (ii) it appears from the practice of the States concerned or from other circumstances that their intention was to consider that person as representing the State for such purposes and to dispense with full powers.

(b) The Minister for National Planning and International Cooperation, whose signature appears on the MOU, did not produce appropriate documents demonstrating his powers to represent the Somali Republic for the purpose of agreeing to the text of the MOU on behalf of the Somali Republic.

(c) Nor is it or has it been the practice of the Somali Republic to allow the Minister for Planning and International Cooperation to enter into binding bilateral arrangements which concern maritime delimitation and the presentation of submissions to the Commission and its consideration of them.

(d) At the time of signature, the Minister for National Planning and International Cooperation informed the representatives of the Government of Kenya that, in accordance with the provisions of the Transitional Federal Charter of the Somali Government of February

2004, the MOU would require ratification by the Transitional Federal Parliament of the Somali Republic.

(e) The Transitional Federal Parliament of the Somali Republic voted on 1 August 2009 against ratification of the MOU. Thus, the MOU is void and of no effect. The Secretary-General was notified in the 2009 Letter by the Prime Minister of the Somali Republic of the outcome of the Transitional Federal Parliament's vote, and was accordingly requested to "treat" the MOU as "non-actionable."

8. The Somali Republic observes that, given the existence of a dispute between the Somali Republic and Kenya concerning entitlement to parts of the continental shelf in the Indian Ocean claimed by Kenya and in light of the vote of the Transitional Federal Parliament not to ratify the MOU, first, there are no and never have been any provisional arrangements of a practical nature between Kenya and the Somali Republic, whether within the meaning of Article 83 paragraph 3 of UNCLOS or at all; and further that the Somali Republic has not given its consent (and does not hereby give its consent) to the consideration by the Commission of the submissions presented by Kenya.

9. Recalling UNCLOS, including its Article 76 and Annex II, as well as the Rules, including specifically paragraph 5(a) of Annex I of the Rules, the Somali Republic observes first that the actions of the Commission may not prejudice matters relating to the delimitation of boundaries between States with adjacent or opposite coasts; and further that the Commission may not in the circumstances of this matter "consider and qualify" Kenya's submission without the prior consent of the Somali Republic as a party to that dispute.

10. The Somali Republic protests the continuing activities of oil companies under licence to Kenya in maritime zones claimed by the Somali Republic, and in dispute between the two States, which are in contravention of Article 74(3), Article 83(3) and Article 300 of UNCLOS. The Somali Republic condemns these activities and urges all parties involved in such activities to immediately cease and desist from them.

11. The Somali Republic reserves its right to submit further comments in relation to the submissions presented by Kenya, including, but without limitation, comments upon Kenya's assertions regarding the application of the Statement of Understanding set out at Annex II of the Final Act of UNLCOS III, and in relation to the scientific, technical and other claims made therein.

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The Ministry of Foreign Affairs and International Cooperation of the Somali Republic has the honour to request that the present letter be brought to the immediate attention of the Commission and that it be distributed and published in the Law of the Sea Bulletin and any other relevant United Nations publications.

The Ministry of Foreign Affairs and International Cooperation of the Somali Republic avails itself of this opportunity to renew to the Secretary-General of the United Nations the assurances of its highest consideration.

Sincerely,

H.E. Dr. Abdirahman Beileh
Minister of Foreign Affairs
and International Cooperation

His Excellency
Mr. BAN Ki-moon
Secretary-General of the United Nations
New York

cc: Mr. Miguel de Serpa Soares, Under-Secretary-General for Legal Affairs
Ms. Gabriele Goettsche-Wanli, Director, Division for Ocean Affairs and Law of the Sea, Office of Legal Affairs

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Annex 42

Letter from Dr. Abdirahman Beileh, Minister of Foreign Affairs and International Cooperation of the Somali Federal Republic, to H.E. Ban Ki-Moon, Secretary-General of the United Nations, No. MOFA/SFR/MO/258/2014 (4 Feb. 2014)

JAMHUURIYADDA FEDERAALKA SOOMAALIYA
WASAARADDA ARRIMAHA DIBADDA
IYO ISKAASHIGA CAALAMIGA

جمهورية الصومال الفيدرالية
وزارة الشؤون الخارجية
والتعاون الدولي

SOMALI FEDERAL REPUBLIC
Ministry of Foreign Affairs and International Cooperation

REF: MOFA/SFR/MO/258/2014 Date: 04/02/2014

His Excellency
Mr. BAN Ki-moon
Secretary-General of the United Nations
New York

Excellency,

The Ministry of Foreign Affairs and International Cooperation of the Federal Republic of Somalia to the United Nations presents its compliments to the Secretary-General of the United Nations and has the honour to inform your Excellency that the Government of the Federal Republic of Somalia (the "Somali Government") objects to the registration of a purported Memorandum of Understanding (the "Purported MoU"), dated 7 April 2009, between the Transitional Government of the Somali Republic and the Government of the Republic of Kenya, with the Secretariat of the United Nations made by the Government of the Republic of Kenya on 11 June 2009 (Registration No. 46230).

I refer your Excellency to the communications made by the Transitional Federal Government of the Somali Republic, dated 10 October 2009 (OPM/IC/00/016/11/09), as submitted under cover of a letter dated 2 March 2010 (SOM/MSS/09/10), informing your office that on 1 August 2009, the Parliament of the Transitional Federal Republic of Somalia voted to reject the Purported MoU, and that the referenced document was, therefore, rendered "non-actionable". In addition, your Excellency, attached herewith is a note verbale from the Minister of Foreign Affairs and International Cooperation of the Federal Republic of Somalia to your office dated 4 February 2014 stating, *inter alia*, the basis on which the Purported MoU was deemed void and of no effect. The Somali Government, therefore, requests all appropriate actions to be taken immediately to remove the Purported MoU from the registry of the Secretariat of the United Nations.

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Website: http://www.mofa.gov.so

Annex 42

The Ministry of Foreign Affairs and International Cooperation of the Federal Republic of Somalia to the United Nations requests the Secretary-General of the United Nations to distribute this letter to any other relevant United Nations office in order to take the necessary action.

Please accept, Mr. Secretary-General, the assurances of my highest consideration.

Sincerely,

H.E. Dr. Abdirahman Beileh
Minister of Foreign Affairs
and International Cooperation

Somali Federal Republic
Ministry of Foreign Affairs and
International Cooperation

His Excellency
Mr. BAN Ki-moon
Secretary-General of the United Nations
New York

cc: Mr. Miguel de Serpa Soares, Under-Secretary-General for Legal Affair

Address: Afgoye Road-KM 5 -Mogadishu
E-mail: ministry@mofa.gov.so/Ps@mofa.gov.so
Tel: +252-1-854040/854041
Website: http://www.mofa.gov.so

Annex 43

Letter from H.E. Dr. Abdirahman Beileh, Minister of Foreign Affairs and International Cooperation of the Federal Republic of Somalia, to H.E. Ms. Amina Mohamed, Minister of Foreign Affairs & International Trade of the Republic of Kenya, No. MOFA/SER/MO/ /2014 (13 Mar. 2014)

JAMHUURIYADDA FEDERAALKA SOOMAALIYA
WASAARADDA ARRIMAHA DIBADDA
IYO ISKAASHIGA CAALAMIGA

جمهورية الصومال الفيدرالية
وزارة الشؤون الخارجية
والتعاون الدولي

SOMALI FEDERAL REPUBLIC
Ministry of Foreign Affairs and International Cooperation

REF:MOFA/SER/MO/ /2014 **Date:13/03/2014**

Her Excellency
Ms. Amina Mohamed
Cabinet Secretary
Ministry of Foreign Affairs & International Trade
Republic of Kenya

Excellency,

The Ministry of Foreign Affairs and International Cooperation of the Federal Republic of Somalia (the "Somali Government") presents its compliments to the Ministry of Foreign Affairs and International Trade of the Republic of Kenya (the "Government of Kenya"). During the recent meeting between H.E. Abdiweli Sheikh Ahmed, the Somali Prime Minister and H.E. William Ruto, Deputy President of the Government of Kenya, in Nairobi, Kenya on 19 February 2014, your Excellency indicated the willingness of the Government of Kenya to engage the Somali Government in regards to the existing dispute relating to the delimitation of the maritime boundary between the two countries. You requested that delegations from our respective countries meet to discuss a resolution to this dispute. Furthermore, Excellency, I note your most recent communication dated 7 March 2014 (MFA PROT/7/8/1) requesting a meeting.

I have the honour to inform you, Excellency that the Somali Government hereby agrees to meet with an official delegation representing the Government of Kenya and assures your Excellency of our commitment to a speedy resolution of the dispute between our sisterly countries regarding the maritime boundary. The Somali Government is eager to settle this dispute, and to continue to work with the Government of Kenya in a collaborative manner in addressing the pressing issues confronting our region. I would, therefore, Excellency, suggest a meeting to take place as of the evening of 20 March and continue on 21 March 2014 in Nairobi. The Somali delegation plans to arrive in Nairobi on the morning of 20 March 2014.

Annex 43

Please accept, Excellency, the assurances of my highest consideration.

Sincerely,

H.E. Dr. Abdirahman Beileh
Minister of Foreign Affairs
and International Cooperation

Her Excellency
Ms. Amina Mohamed
Minister of Foreign Affairs & International Trade
Republic of Kenya

Somali Federal Republic
Ministry of Foreign Affairs and International Cooperation

Annex 44

Note Verbale from the Ministry of Foreign Affairs and International Trade of the Republic of Kenya to the Ministry of Foreign Affairs and Investment Promotion of the Federal Republic of Somalia, No. MFA. PROT 7/17A VOL. IV(18) (11 July 2014)

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Fax: +254 20 2240066 341935 344333
Email: communication@mfa.go.ke
Website: www.mfa.go.ke
When replying please quote Ref. No. and date

HARAMBEE AVENUE
P.O. Box 30551-00100
NAIROBI, KENYA

MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE

MFA. PROT 7/17A VOL. IV (18)

Ref. No.....

The Ministry of Foreign Affairs and International Trade of the Republic of Kenya presents its compliments to the Ministry of Foreign Affairs and Investment Promotion of the Federal Republic of Somalia and has the honour to refer to the ongoing negotiations between the Governments of the Republic of Kenya and the Federal Republic of Somalia on delineation.

The Ministry has the further honour to refer to the letter by H.E. Dr. Abdirahman Dualeh Beileh, the latter's Minister, dated July 2, 2014, inviting Amb. Amina Mohamed, the Cabinet Secretary for Foreign Affairs and International Trade and the Kenyan delegation to a meeting in Djibouti on July 17 – 18, 2014.

While the Ministry deeply appreciates the kind invitation by the Hon. Minister, the Government of the Republic Kenya would like to propose that the meeting takes place in Nairobi instead of Djibouti.

The Ministry of Foreign Affairs and International Trade of the Republic of Kenya avails itself of this opportunity to renew to the Ministry of Foreign Affairs and Investment Promotion of the Federal Republic of Somalia the assurances of its highest consideration.

Nairobi, July 11, 2014

MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE
LEGAL
NAIROBI

Ministry of Foreign Affairs and Investment Promotion
Federal Republic of Somalia

Annex 45

Note Verbale from the Ministry of Foreign Affairs and International Trade of the Republic of Kenya to the Embassy of the Federal Republic of Somalia in Nairobi, No. MFA.TCA 12/34 Vol. XI (109) (13 Aug. 2014) *enclosing Note Verbale* from the Ministry of Foreign Affairs and International Trade of the Republic of Kenya to the Ministry of Foreign Affairs and Investment Promotion of the Federal Republic of Somalia, No. MFA. TCA 12/34 Vol. XI (110) (13 Aug. 2014)

Telephone: +254 20 318888
Fax: +254 20 2240066/341935/344333
Email: communication@mfa.go.ke
Website: www.mfa.go.ke
When replying please quote Ref. No. and date

HARAMBEE AVENUE
P.O. Box 30551-00100
NAIROBI, KENYA

MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE

Ref. No.....

MFA.TCA 12/34 VOL.XI (109)

The Ministry of Foreign Affairs and International Trade of the Republic of Kenya presents its compliments to the Embassy of the Federal Republic of Somalia in Nairobi.

The Ministry has the honour to convey to the latter a Note Verbale to the Minister for Foreign Affairs and External Trade of the Government of the Federal Republic of Somalia, from the Cabinet Secretary of this Ministry. The Ministry requests that the Note be transmitted to its ultimate destination.

The Ministry of Foreign Affairs and International Trade of the Republic of Kenya avails itself of this opportunity to renew to the Embassy of the Federal Republic of Somalia the assurance of its highest consideration.

13th August, 2014

MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE
LEGAL

Embassy of the Federal Republic of Somalia

NAIROBI

***Encl.**

Annex 45

elephone: +254 20 318888
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mail: communication@mfa.go.ke
/ebsite: www.mfa.go.ke
/hen replying please quote Ref. No. and date

HARAMBEE AVENUE
P.O. Box 30551-00100
NAIROBI, KENYA

MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE

ef. No.....

MFA. TCA 12/34 VOL.XI(110)

The Ministry of Foreign Affairs and International Trade of the Republic of Kenya presents its compliments to the Ministry of Foreign Affairs and Investment Promotion of the Government of the Federal Republic of Somalia.

The Ministry has the honour to inform that the Government of the Republic of Kenya has taken note with concern, of the latter's Proclamation of the Exclusive Economic Zone (EEZ) and the continental shelf submission to the Commission on the Limits of the Continental Shelf (CLCS) made on 30th June 2014 and 21st July 2014 respectively.

The Government of the Republic of Kenya further takes note of the information contained in paragraph 7.1 of the Executive Summary of the Submission of the continental shelf beyond 200 nautical miles made by the Government of the Federal Republic of Somalia, where the area included in the submission includes the area under dispute between the two States. However, the Federal Republic of Somalia states that she is ready to enter into consultations with the Government of the Republic of Kenya with a view to reaching an agreement or understanding which will allow the Commission to consider and make recommendations on submissions by each of the coastal States in the areas under dispute without prejudice to the final delimitation of the continental shelf..

In accordance with international law, and in particular the United Nations Convention on the Law of the Sea (UNCLOS), Kenya and Somalia as States parties to the Convention ought to make every effort towards a delimitation that is mutually agreed to. Pending

resolution of the matter, Article 83 (3) of the Convention provides for entering into arrangements of a practical nature in which case such arrangements are without prejudice to final delimitation. Rule 46 and Annex I of the Rules of Procedure of the CLCS emphasize further the non-prejudicial nature of the recommendations by the CLCS on the submissions and requires submitting states, to make a declaration that the submissions are made without prejudice to boundary delimitation.

It is desirable that, considering the colossal costs of preparing and sustaining the ability to defend such submissions and the fact that such submissions are without prejudice to delimitation, to have both of them examined by the CLCS. To this end, it is the considered view of the Government of the Republic of Kenya that in the spirit of expediency, and deepening of the existing bilateral relations between our two countries, your Government considers withdrawing the objection to consideration of Kenya's submission.

In light of the above, the Government of the Republic of Kenya requests the Government of the Federal Republic of Somalia to communicate its decision on the issue at the earliest opportunity.

The Ministry of Foreign of Foreign Affairs and International Trade of the Republic of Kenya avails itself of this opportunity to renew to the Ministry of Foreign Affairs and Investment Promotion of the Federal Republic of Somalia, the assurances of its highest consideration.

Nairobi, 13th August 2014

THE MINISTRY OF FOREIGN AFFAIRS AND INVESTMENT PROMOTION OF THE FEDERAL REPUBLIC OF SOMALIA
SOMALIA

Annex 46

Exchange of Emails between Ms. Mona Al-Sharmani, Special Adviser to the President of the Federal Republic of Somalia, and Ms. Juster Nkoroi, Republic of Kenya (6-16 Aug. 2014)

Print Close

RE: Meeting in Mogadishu 25-26 August 2014

From: **Mona Al Sharmani** (m_alsharmani@hotmail.com)
Sent: Sat 8/16/14 5:03 AM
To: mwalim nkoroi (mwalimnkoroi@yahoo.com); Stella Mokaya-Orina (smokaya@mfa.go.ke); Daniel Tanui (tanuidc@yahoo.com)

Dear All,

Can you please confirm that the Kenyan delegation still plans to come to Mogadishu on 25-26 of August? We changed our plans to make sure that the Somali technical team is available and ready to receive you.

Also, can you please let us know the status of your signature to the Joint Report?

Regards,
Mona

Mona Al-Sharmani

Date: Fri, 15 Aug 2014 02:04:18 -0700
From: mwalimnkoroi@yahoo.com
Subject: Re: Meeting in Mogadishu 25-26 August 2014
To: m_alsharmani@hotmail.com; smokaya@mfa.go.ke; tanuidc@yahoo.com

Dear Mona
Thanks for your emails.
Our MFA is dealing with the issue and Stella, our Head of Legal will be communicating to you the details.
She is copied in this mail
Regards Juster

On Friday, August 15, 2014 11:54 AM, Mona Al Sharmani <m_alsharmani@hotmail.com> wrote:

Dear Juster,

We would like to confirm that your delegation will be meeting with us on 25-26 August in Mogadishu as I have yet to receive your signature on the Joint Report. Please confirm.

Also please let me know if we can get your signature on the report today for our files.

Regards,
Mona

Mona Al-Sharmani

Date: Tue, 12 Aug 2014 10:13:29 -0700
From: mwalimnkoroi@yahoo.com
Subject: Re: Meeting in Mogadishu 25-26 August 2014
To: m_alsharmani@hotmail.com

Hi Mona
How are you doing?I have requested MFA to forward the minutes for my signature. should be done tomorrow .
see you soon
Regards Juster

On Monday, August 11, 2014 3:46 PM, Mona Al Sharmani <m_alsharmani@hotmail.com> wrote:

Hi Juster,

Hope you had a good weekend. Please let me know when I can expect your signature to the Joint Report. I would appreciate if I can get it today as I need to forward it on to the Somali Ministry of Foreign Affairs.

We truly look forward to welcoming you and the rest of the Kenyan delegation to Mogadishu soon.

Regards,
Mona

Mona Al-Sharmani

Date: Wed, 6 Aug 2014 11:34:16 +0300
Subject: Re: Meeting in Mogadishu 25-26 August 2014
From: mwalimnkoroi@yahoo.com
To: m_alsharmani@hotmail.com

Thanks Mona
I have seen your email . Am out of office,will sign and send back by Monday. Looking forward to visit Mogadishu .
Juster

Mona Al Sharmani <m_alsharmani@hotmail.com> wrote:

Dear All,

Attached please find the signed Joint Repot discussed during our most recent meeting in Nairobi. Please make sure that H.E. Amina Mohamed, the Minister of Foreign Affairs gets a copy. Kindly forward this email to Juster as well.

Can you please have Juster sign and resend by email? By the way, I modified the last paragraph (I believe it is paragraph 4) to indicate that we are meeting in Mogadishu and the dates of the proposed meeting. Please make sure Juster is aware of that.

We look forward to welcoming you in Mogadishu soon.

Regards,
Mona

Mona Al-Sharmani

Print Close

Meeting in Mogadishu 25-26 August 2014

From: **Mona Al Sharmani** (m_alsharmani@hotmail.com)
Sent: Tue 8/05/14 3:04 PM
To: alidmoh@gmail.com (alidmoh@gmail.com); jillo@mfa.go.ke (jillo@mfa.go.ke); mwalimnkoroi@yahoo.com (mwalimnkoroi@yahoo.com); abraham.singoei@gmail.com (abraham.singoei@gmail.com); smokaya@yahoo.com (smokaya@yahoo.com); jakiodundo@gmail.com (jakiodundo@gmail.com)
Cc: rashiid.saalixi@gmail.com (rashiid.saalixi@gmail.com)
1 attachment
Signed Joint Report (Somalia Kenya).pdf (60.2 KB)

Dear All,

Attached please find the signed Joint Repot discussed during our most recent meeting in Nairobi. Please make sure that H.E. Amina Mohamed, the Minister of Foreign Affairs gets a copy. Kindly forward this email to Juster as well.

Can you please have Juster sign and resend by email? By the way, I modified the last paragraph (I believe it is paragraph 4) to indicate that we are meeting in Mogadishu and the dates of the proposed meeting. Please make sure Juster is aware of that.

We look forward to welcoming you in Mogadishu soon.

Regards,
Mona

Mona Al-Sharmani

JOINT REPORT OF THE GOVERNMENT OF THE REPUBLIC OF KENYA AND THE FEDERAL REPUBLIC OF SOMALIA ON THE KENYA - SOMALIA MARITIME BOUNDARY MEETING HELD ON THE 28TH- 29TH JULY 2014 AT THE MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE, NAIROBI, KENYA

1. As a follow-up to the Meeting held on 26th - 27th March 2014, the Cabinet Secretary, Ministry of Foreign Affairs and International Trade of Kenya, Amb. Amina C. Mohamed and the Minister of Foreign Affairs and Investment Promotion of the Federal Republic of Somalia, H.E. Dr. Abdirahman Dualeh Beileh, on 28th and 29th July 2014, met with their delegations.

2. During the meeting the two Ministers received presentations from their technical teams, on the issue of the maritime boundary.

3. The Somali technical team made a presentation on 28th July 2014 which reflected the position of the Federal Government of Somalia.

4. The Kenyan technical team made a presentation on the 29th July 2014 that reflected the position of the Government of the Republic of Kenya on the maritime boundary between Kenya and Somalia.

5. After intense discussions, both sides agreed to adjourn and to reconvene on 25th - 26th August 2014 in Mogadishu, Somalia to continue working on these issues in an attempt to bridge the gaps between the two parties' positions.

It is agreed that these minutes provide an accurate reflection of the discussions, which took place.

Juster Nkoroi, EBS
HEAD OF KENYA
TECHNICAL TEAM

Mona AI- Sharmani
HEAD OF SOMALIA
TECHNICAL TEAM

Annex 47

Letter from H.E. Dr. Abdirahman Beileh, Minister of Foreign Affairs and Investment Promotion of the Federal Republic of Somalia, to Ms. Amina Mohamed, Minister of Foreign Affairs of the Republic of Kenya, No. 2231 (26 Aug. 2014)

JAMHUURIYADDA FEDERAALKA SOOMAALIYA
WASAARADDA ARRIMAHA DIBADDA IYO
DHIIRIGELINTA MAALGESHIGA

جمهورية الصومال الفيدرالية
وزارة الشؤون الخارجية
وتشجيع الإستثمار

FEDERAL REPUBLIC OF SOMALIA
Ministry of Foreign Affairs & Investment Promotion

26 August 2014

Reference: 2231

Ms. Amina Mohamed
Minister of Foreign Affairs
Republic of Kenya

Excellency,

The Ministry of Foreign Affairs and Investment Promotion of the Federal Republic of Somalia (the "Somali Government") presents its compliments to the Ministry of Foreign Affairs of the Republic of Kenya (the "Government of Kenya").

Excellency, we refer to our most recent meetings between both our delegations headed by your Excellency and myself in Nairobi on 28 and 29 July 2014. At the end of said meetings, and based on your request, it was agreed by both delegations (as reflected in the Joint Report attached herewith) to reconvene in Mogadishu on 25-26 August 2014 for an additional round of discussions.

Ms. Mona Al-Sharmani, the head of the Somali technical team, signed the Joint Report and forwarded it to Ms. Juster Nkoroi, the head of the Kenyan technical team by email correspondence on 5 August 2014. Ms. Nkoroi responded on 6 August 2014, confirming receipt of the email and of her intention to sign the Joint Report in her capacity as the head of the Kenyan technical team upon her return to the office on 11 August 2014. Ms. Nkoroi confirmed in the same email that the Kenyan delegation was looking forward to the meeting in Mogadishu on 25-26 August 2014. Ms. Al-Sharmani followed up with two more emails to Ms. Nkoroi on 11 and 13 August inquiring about the signature of the Kenyan delegation of the Joint Report and the logistics for the Kenyan delegation's impending visit to Mogadishu (i.e. hotels etc.). On 15 August, Ms. Nkoroi sent an email to Ms. Al-Sharmani indicating that Ms. Stella Mokaya-Orina, head of the Legal Department at the Kenyan Ministry of Foreign Affairs (copied on the same email) would revert back to Ms. Al-Sharmani with the details of the delegation's visit. On 18 August 2014, after the lack of any email correspondences from any member of the Kenyan delegation, Ms. Al-Sharmani emailed Ms. Mokaya-Orina to confirm the

scheduled meetings to be held in Mogadishu on 25-26 August, and to also request the Government of Kenya's counter-signature to the Joint Report. There was no response from the Kenyan side.

As was agreed in Nairobi on 29 July 2014, the Somali technical team was ready to meet with the Kenyan technical team in Mogadishu yesterday and today. The Somali Government was surprised that the Kenyan delegation did not arrive in Mogadishu for the scheduled meetings, and that no explanation was given for its failure to arrive, especially since there was no prior notification of any difficulty on the part of the Kenyan delegation in coming to Mogadishu for the meetings.

Excellency, the Somali delegation has demonstrated its strong commitment to amicably resolving the pending maritime boundary dispute between the two countries, among other things, by agreeing to meet twice in Nairobi (26-27 March and 28-29 July 2014) even though the Somali delegation had requested that the second meeting take place in either Mogadishu or Djibouti. Instead, you requested, and we agreed to accommodate your delegation, by convening the meetings in Nairobi on both occasions. Further, as your Excellency requested at the conclusion of the meeting on 29 July, the Somali delegation agreed to hold one more round of meetings in regard to the pending dispute, in Mogadishu on 25 and 26 August. The Somali delegation is deeply disappointed that the Kenyan delegation did not arrive on the agreed dates, preventing the meetings from taking place.

Please accept, Excellency, the assurances of my highest consideration.

Sincerely,

H.E. Dr. Abdirahman Beileh
Minister of Foreign Affairs
and Investment Promotion

Her Excellency
Ms. Amina Mohamed
Minister of Foreign Affairs
Republic of Kenya

Address: Afgoye Road-KM 5, Mogadishu, Federal Republic of Somalia.
Tel: +252-615-533438, Email: ministry@mofa.gov.so, Website: http://www.mofa.gov.so

Annex 48

Letter from the Permanent Mission of the Somali Republic to the United Nations to H.E. Ban Ki-Moon, Secretary-General of the United Nations, No. SOM/MSS/253/14 (2 Sept. 2014)

Jamhuuriyada Soomaaliya
Ergada Joogtada ah ee Qaramada Midoobay

Permanent Mission of the Somali Republic to the United Nations

SOM/MSS/253/14

New York, 2 September, 2014.

To: H.E.Mr. BAN Ki-moon
Secretary-General of the United Nations
New York.

cc: Mr. Miguel de Serpa Soares,
Under-Secretary-General for Legal Affair
United Nations
New York.

RECEIVED
SEP - 3 2014
DIVISION FOR OCEAN AFFAIRS
AND THE LAW OF THE SEA

Excellency,

The Permanent Mission of the Federal Republic of Somalia to the United Nations presents its compliments to the Secretary-General of the United Nations and refers to document CLCS/84 of the Commission on the Limitation of Continental Shelf (the "Commission") which reflects the adopted agenda for the work of the Commission during the Thirty-fifth session in New York, from 21 July-5 September 2014 (the "Agenda"). Under item 17 of the Agenda, the Republic of Kenya (the "Government of Kenya") is scheduled to make a presentation to the Commission. In connection therewith, the Somali Government wishes to recall to your Excellency's attention the communication made by the Ministry of Foreign Affairs and International Cooperation of the Federal Republic of Somalia, REF No: MOFA/SFR/MO/258/2014, dated 4 February 2014, as submitted under cover of a letter REF No: SOM/MSS/21/41, dated February 4, 2014, in which the Somali Government stated, among other things, that there is a maritime dispute between Somalia and Kenya and that pursuant to paragraph 5(a) of Annex I of the Rules it has not given its consent (and does not hereby give its consent) to the consideration by the Commission of the submissions made (or to be made) or presented (or to be presented) by the Government of Kenya.

Furthermore, Excellency, the Somali Government wishes to draw your attention to the fact that the Commission took note of the Somali Government's objection (as reflected in the communication dated 4 February 2014), and made a determination that it "was not in a position to proceed with the establishment of a subcommission [to consider Kenya's Submission] at that time"[1] as reflected in the Statement by the Chair reporting on the progress of work at the 34th session of the CLCS (CLCS/83). The Somali Government concurs with the Commission's determination made in accordance with its Rules and

[1] Commission on the Limits of the Continental Shelf, Thirty-Fourth session, "Progress of work in the Commission on the Limits of the Continental Shelf: Statement by the Chair," UN Doc. No. CLCS/83 (31 March 2014), para. 18.

Procedures. Therefore, in connection with the proposed presentation by the Government of Kenya scheduled on 3 September 2014, the Somali Government wishes to reiterate its objection to the submission made by the Government of Kenya to the Commission and draws your Excellency's attention to UNCLOS, including its Article 76 and Annex II, as well as the Rules, including specifically paragraph 5(a) of Annex I of the Rules. In connection therewith, the Somali Government observes first that the actions of the Commission may not prejudice matters relating to the delimitation of boundaries between States with adjacent or opposite coasts, and further that the Commission may not in the circumstances of this matter "consider and qualify" Kenya's submission without the prior consent of the Somali Government as a party to the maritime dispute between Somalia and Kenya. As stated above, the Somali Government has not given its consent (and does not hereby give its consent) to the consideration by the Commission of the submissions made (or to be made) or presented (or to be presented) by the Government of Kenya.

The maritime dispute between Somalia and Kenya is presently before the International Court of Justice, following Somalia's Application to the Court filed on 28 August 2014.

The Permanent Mission of the Federal Republic of Somalia to the United Nations requests the Secretary-General of the United Nations to distribute this letter to any other relevant United Nations office in order to take the necessary action.

Please accept, Excellency, the assurances of my highest consideration.

Sincerely,

H.E. Dr. Elmi Ahmed Dualeh
Ambassador
Permanent Representative

425 East 61st Street, Suite 702 New York, N .Y. 10065 Tel: (212) 688-9410 Fax: (212) 759-0651

Jamhuuriyada Soomaaliya
Ergada Joogtada ah ee Qaramada Midoobay

Permanent Mission of the Somali Republic to the United Nations

SOM/MSS/21/14

February 4, 2014

To: H.E. Mr. Ban Ki-moon
Secretary General
United Nations
New York.

Subject: Memorandum

Excellency,

I am pleased to forward herewith a note verbale from H.E. Dr. Abdirahman Duale Beileh, Minister of Foreign Affairs and International Cooperation of the Federal Republic of Somalia, REF: MOFA/SFR/258/2014 dated February 4, 2014, attaching a letter Ref: MOFA/SFR/259/2014, informing that the Government of the Federal Republic of Somalia objects to the registration of a purported Memorandum of understanding (the "Purported MoU"), dated 7 April 2009, between the Transitional Government of the Somali Republic and the Government of the Republic of Kenya, with the Secretariat of the United Nations made by the Government of the Republic of Kenya on 11 June 2009 (Registration No. 46230.

Please accept, Excellency, the assurances of my highest consideration.

Sincerely,

Dr. Elmi Ahmed Duale
Ambassador
Permanent Representative

Cc: Mr. Miguel de Serpa Soares, Under-Secretary-General for Legal Affairs.

Ms. Gabriele Goettsche-Wanli, Director, Division for Ocean Affairs and Law of the Sea, Office of Legal Affairs.

425 East 61st Street, Suite 702 New York, N.Y. 10065 Tel: (212) 688-9410 Fax: (212) 759-0651

Annex 48

JAMHUURIYADDA FEDERAALKA SOOMAALIYA
WASAARADDA ARRIMAHA DIBADDA
IYO ISKAASHIGA CAALAMIGA

جمهورية الصومال الفيدرالية
وزارة الشؤون الخارجية
والتعاون الدولي

SOMALI FEDERAL REPUBLIC
Ministry of Foreign Affairs and International Cooperation

REF: MOFA/SFR/MO/258/2014 Date: 04/02/2014

His Excellency
Mr. BAN Ki-moon
Secretary-General of the United Nations
New York

Excellency,

The Ministry of Foreign Affairs and International Cooperation of the Federal Republic of Somalia to the United Nations presents its compliments to the Secretary-General of the United Nations and has the honour to inform your Excellency that the Government of the Federal Republic of Somalia (the "Somali Government") objects to the registration of a purported Memorandum of Understanding (the "Purported MoU"), dated 7 April 2009, between the Transitional Government of the Somali Republic and the Government of the Republic of Kenya, with the Secretariat of the United Nations made by the Government of the Republic of Kenya on 11 June 2009 (Registration No. 46230).

I refer your Excellency to the communications made by the Transitional Federal Government of the Somali Republic, dated 10 October 2009 (OPM/IC/00/016/11/09), as submitted under cover of a letter dated 2 March 2010 (SOM/MSS/09/10), informing your office that on 1 August 2009, the Parliament of the Transitional Federal Republic of Somalia voted to reject the Purported MoU, and that the referenced document was, therefore, rendered "non-actionable". In addition, your Excellency, attached herewith is a note verbale from the Minister of Foreign Affairs and International Cooperation of the Federal Republic of Somalia to your office dated 4 February 2014 stating, *inter alia*, the basis on which the Purported MoU was deemed void and of no effect. The Somali Government, therefore, requests all appropriate actions to be taken immediately to remove the Purported MoU from the registry of the Secretariat of the United Nations.

Address: Afgoye Road-KM 5 -Mogadishu
E-mail: ministry@mofa.gov.so/Ps@mofa.gov.so
Tel: +252-1-854040/854041
Website: http://www.mofa.gov.so

The Ministry of Foreign Affairs and International Cooperation of the Federal Republic of Somalia to the United Nations requests the Secretary-General of the United Nations to distribute this letter to any other relevant United Nations office in order to take the necessary action.

Please accept, Mr. Secretary-General, the assurances of my highest consideration.

Sincerely,

H.E. Dr. Abdirahman Beileh
Minister of Foreign Affairs
and International Cooperation

Somali Federal Republic
Ministry of Foreign Affairs and International Cooperation

His Excellency
Mr. BAN Ki-moon
Secretary-General of the United Nations
New York

cc: Mr. Miguel de Serpa Soares, Under-Secretary-General for Legal Affair

Address: Afgoye Road-KM 5 -Mogadishu
E-mail: ministry@mofa.gov.so/Ps@mofa.gov.so
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Website: http://www.mofa.gov.so

Annex 48

JAMHUURIYADDA FEDERAALKA SOOMAALIYA
WASAARADDA ARRIMAHA DIBADDA
IYO ISKAASHIGA CAALAMIGA

جمهورية الصومال الفيدرالية
وزارة الشؤون الخارجية
والتعاون الدولي

SOMALI FEDERAL REPUBLIC
Ministry of Foreign Affairs and International Cooperation

REF: MOFA/SFR/MO/259/2014 Date: 04/02/2014

His Excellency
Mr. BAN Ki-moon
Secretary-General of the United Nations
New York

Excellency,

The Ministry of Foreign Affairs and International Cooperation of the Federal Republic of Somalia (the "Somali Republic") presents its compliments to the Secretary-General of the United Nations in his capacity as the depositary for the United Nations Convention on the Law of the Sea ("UNCLOS"), and draws his attention to the following observations of the Transitional Federal Government of the Somali Republic in connection with your Excellency's communication of 11 May 2009, Ref. CLCS.35.2009.LOS (Continental Shelf Notification) in regards to the submission presented by the Republic of Kenya to the Commission on the Limits of the Continental Shelf (the "Commission"), together with subsequent communications submitted on behalf of the Somali Republic, being a letter dated 10 October 2009 (OPM/IC/00./016/11/09) (the "2009 Letter"), as submitted under cover of a letter dated 2 March 2010 (SOM/MSS/09/10), in relation to a memorandum of understanding purportedly entered into by the Somali Republic dated 7 April 2009 (the "MoU").

1. There exists a dispute between the Somali Republic and the Republic of Kenya for purposes of rule 5(a) of Annex I of the Rules of Procedure of the Commission on the Limits of the Continental Shelf.

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E-mail: ministry@mofa.gov.so/Ps@mofa.gov.so
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Website: http://www.mofa.gov.so

2. As stated in paragraph 7.1 of the Executive Summary to Kenya's submission: "Kenya has overlapping maritime claims with the adjacent States of Somalia to the north and with the United Republic of Tanzania to the south." The map that appears at page 9 of Kenya's Executive Summary depicts Kenya's claim to a maritime boundary with Somalia extending seaward along a parallel of latitude from the purported land boundary terminus through the territorial sea, the exclusive economic zone and the continental shelf beyond 200 M of Somalia. Somalia has expressly rejected Kenya's claim. This unresolved delimitation issue is to be considered a 'maritime dispute' for the purposes of rule 5(a) of Annex I to the Rules of Procedure of the Commission. The Kenyan and Somali claims cover an overlapping area which for the same purposes constitutes the areas under dispute.

3. The areas under dispute cover approximately 15,000 square M within 200 M of the Somali Republic, and a significant portion of Kenya's claim in the outer continental shelf beyond 200 M.

4. Based on the exaggerated nature of Kenya's claim, its lack of legal foundation, and its severe prejudice to Somalia both within and beyond 200 M, Somalia formally objects to consideration of Kenya's submission by the Commission on the Limits of the Continental Shelf. In view of the Commission's consistent practice, in conformity with its regulations, of refraining from considering or making recommendations in regard to submissions when a dispute exists and one of the parties to the dispute submits an objection, Somalia expects that, faced with its objection, the Commission will decline to consider or make recommendations with regard to Kenya's submission.

5. In his statement on the progress of the work of the Commission, the Chairman of the Commission reported that, at the twenty-fourth session of the Commission held in New York between 10 August and 11 September 2009 (CLCS/64), Kenya had informed the Commission that:

> " [P]ending negotiations with the Transitional Federal Government of the Republic of Somalia, provisional arrangements of a practical nature had been entered into, in accordance with article 83, paragraph 3, of the Convention. These arrangements are contained in a memorandum of understanding signed on 7 April 2009, whereby the parties undertake not to object to the examination of their respective submissions."

6. The Somali Republic rejects these assertions, and declares that no provisional arrangements of a practical nature under Article 83, paragraph

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E-mail: ministry@mofa.gov.so/Ps@mofa.gov.so
Tel: +252-1-854040/854041
Website: http://www.mofa.gov.so

3 of UNCLOS have been entered into by Somalia and Kenya, and that no memorandum of understanding is in force between them. The alleged memorandum of understanding, ratification of which was rejected by the Transitional Federal Parliament of Somalia on 1 August 2009, and which is not therefore in force, was not an arrangement under Article 83, paragraph 3. In any event, it lacks legal force and does not impose obligations on either party; specifically, it does not obligate either Somalia or Kenya to refrain from objecting to the Commission's consideration of the other's submission. The 2009 Letter submitted by the Prime Minister of Somalia stated that: "the above mentioned MOU between Somalia and Kenya was considered by the Transitional Federal Parliament of Somalia and the members voted to reject the ratification of that MOU.... We would, therefore, request the relevant offices of the U.N. to take note of the situation and treat the MOU as non-actionable."

7. With respect to the unratified MOU, the Somali Republic further observes that:

(a) In accordance with customary international law (as now reflected in Article 7 of the Vienna Convention on the Law of Treaties), a person is considered as representing a State for the purpose of adopting or authenticating the text of a treaty or for the purpose of expressing the consent of the State to be bound by a treaty if (i) he produces appropriate full powers or (ii) it appears from the practice of the States concerned or from other circumstances that their intention was to consider that person as representing the State for such purposes and to dispense with full powers.

(b) The Minister for National Planning and International Cooperation, whose signature appears on the MOU, did not produce appropriate documents demonstrating his powers to represent the Somali Republic for the purpose of agreeing to the text of the MOU on behalf of the Somali Republic.

(c) Nor is it or has it been the practice of the Somali Republic to allow the Minister for Planning and International Cooperation to enter into binding bilateral arrangements which concern maritime delimitation and the presentation of submissions to the Commission and its consideration of them.

(d) At the time of signature, the Minister for National Planning and International Cooperation informed the representatives of the Government of Kenya that, in accordance with the provisions of the Transitional Federal Charter of the Somali Government of February

2004, the MOU would require ratification by the Transitional Federal Parliament of the Somali Republic.

(e) The Transitional Federal Parliament of the Somali Republic voted on 1 August 2009 against ratification of the MOU. Thus, the MOU is void and of no effect. The Secretary-General was notified in the 2009 Letter by the Prime Minister of the Somali Republic of the outcome of the Transitional Federal Parliament's vote, and was accordingly requested to "treat" the MOU as "non-actionable."

8. The Somali Republic observes that, given the existence of a dispute between the Somali Republic and Kenya concerning entitlement to parts of the continental shelf in the Indian Ocean claimed by Kenya and in light of the vote of the Transitional Federal Parliament not to ratify the MOU, first, there are no and never have been any provisional arrangements of a practical nature between Kenya and the Somali Republic, whether within the meaning of Article 83 paragraph 3 of UNCLOS or at all; and further that the Somali Republic has not given its consent (and does not hereby give its consent) to the consideration by the Commission of the submissions presented by Kenya.

9. Recalling UNCLOS, including its Article 76 and Annex II, as well as the Rules, including specifically paragraph 5(a) of Annex I of the Rules, the Somali Republic observes first that the actions of the Commission may not prejudice matters relating to the delimitation of boundaries between States with adjacent or opposite coasts; and further that the Commission may not in the circumstances of this matter "consider and qualify" Kenya's submission without the prior consent of the Somali Republic as a party to that dispute.

10. The Somali Republic protests the continuing activities of oil companies under licence to Kenya in maritime zones claimed by the Somali Republic, and in dispute between the two States, which are in contravention of Article 74(3), Article 83(3) and Article 300 of UNCLOS. The Somali Republic condemns these activities and urges all parties involved in such activities to immediately cease and desist from them.

11. The Somali Republic reserves its right to submit further comments in relation to the submissions presented by Kenya, including, but without limitation, comments upon Kenya's assertions regarding the application of the Statement of Understanding set out at Annex II of the Final Act of UNLCOS III, and in relation to the scientific, technical and other claims made therein.

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The Ministry of Foreign Affairs and International Cooperation of the Somali Republic has the honour to request that the present letter be brought to the immediate attention of the Commission and that it be distributed and published in the Law of the Sea Bulletin and any other relevant United Nations publications.

The Ministry of Foreign Affairs and International Cooperation of the Somali Republic avails itself of this opportunity to renew to the Secretary-General of the United Nations the assurances of its highest consideration.

Sincerely,

H.E. Dr. Abdirahman Beileh
Minister of Foreign Affairs
and International Cooperation

Somali Federal Republic
Ministry of Foreign Affairs and International Cooperation

His Excellency
Mr. BAN Ki-moon
Secretary-General of the United Nations
New York

cc: Mr. Miguel de Serpa Soares, Under-Secretary-General for Legal Affairs
Ms. Gabriele Goettsche-Wanli, Director, Division for Ocean Affairs and Law of the Sea, Office of Legal Affairs

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Annex 49

Note Verbale from the Permanent Mission of the United Republic of Tanzania to the United Nations to the Commission on the Limits of the Continental Shelf, No. TZNY/P.60/2 (17 Oct. 2014)

THE UNITED REPUBLIC OF TANZANIA
PERMANENT MISSION TO THE UNITED NATIONS

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307 East 53rd Street
Suite 400
New York, NY 10022

Ref: No. **TZNY/P.60/2**

The Permanent Mission of the United Republic of Tanzania to the United Nations presents its compliments to the Commission on the Limits of the Continental Shelf (CLCS) and has the honour to refer to the *Executive Summary of the Continental Shelf Submission of the Federal Republic of Somalia submitted to the Commission on the Limits of the Continental Shelf* on 21st July, 2014.

In that document, the Federal Republic of Somalia stated in Paragraph 7.3 of page 9 that *"Somalia is ready to enter into consultations with the United Republic of Tanzania with a view to reaching an Agreement or understanding which will allow the Commission to consider and make recommendations on Submissions by each of the two coastal States in the areas under dispute without prejudice to the final delimitation of the continental shelf to be concluded subsequently in the areas under dispute by the two coastal States."*

Pursuant to this, the Permanent Mission would like to inform CLCS that, the Government of the United Republic of Tanzania is ready to engage into consultations on the overlapping area referred to in the Executive Summary of Somalia. Furthermore, communication to that effect has already been forwarded to the Permanent Mission of Somali Republic to the United Nations, with a view to commence negotiations regarding the said matter.

The Permanent Mission of the United Republic of Tanzania avails itself of this opportunity to renew to the Commission on the Limits of the Continental Shelf the assurances of its highest consideration.

New York, 17th October, 2014

PERMANENT MISSION OF THE UNITED REPUBLIC OF TANZANIA TO THE UNITED NATIONS NEW YORK

Chairperson,
Commission of the Limits of the
Continental Shelf
Division for Ocean Affairs and the Law of the
Sea of the United Nations.
New York

Annex 50

Note Verbale from the Permanent Mission of the Republic of Kenya to the United Nations to H.E. Ban Ki-Moon, Secretary-General of the United Nations, No. 586/14 (24 Oct. 2014)

PERMANENT MISSION OF THE REPUBLIC OF KENYA
TO THE UNITED NATIONS

No. 586/14

The Permanent Mission of the Republic of Kenya to the United Nations presents its compliments to the Secretary General of the United Nations and with reference to the submission by Republic of Kenya to the Commission on the Limits of the Continental Shelf, (hereinafter the Commission) in accordance with Article 76, paragraph 8, of the United Nations Convention on the Law of the Sea, on information on the limits of the continental shelf beyond 200 nautical miles from the baselines from which the breadth of the territorial sea is measured and the communications from the Transitional Federal Government of the Somali Republic, thereafter known as the Somali Federal Republic, and has the honour to express the position of the Government of the Republic of Kenya with regards to these aforementioned communications.

Kenya confirms that prior to the filing of her Submission to the Commission on 6 April 2009, which submission was acknowledge and published by the United Nations vide Continental Shelf Notification, reference, CLCS.35.2009.LOS dated 11th May 2009, and the subsequent presentation to the Commission on 3rd September 2009, Kenya had, in the spirit of understanding and cooperation, negotiated arrangements of a practical nature with the Transitional Federal Government of the Republic of Somalia in accordance with Article 83, paragraph 3, of the Convention. These arrangements were contained in a Memorandum of Understanding (hereinafter MOU) signed on 7th April 2009, whereby both parties, undertook not to object to the examination of their respective submission. At the time, Kenya indicated to the Commission that pending further negotiations, a mechanism will be established to finalise the maritime boundary negotiations with Somalia.

Kenya confirms that thereafter, the Commission decided to revert to the consideration of the submission by way of a sub commission to be established at a future session. The consideration of the Submission was included the provisional agenda of the 24th session of the Commission held in New York from 10 August to 11 September 2009. In this regard reference is made to the Statement by the Chairman of the Commission on the Limits of the Continental Shelf contained in document CLCS/64 dated October 1 2009.

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In a letter to the United Nations Secretary General referenced XRW/00506/08/09 dated August 19 2009, the Transitional Federal Government of the Somali Republic confirmed the rationale, intent and legitimacy of the MOU and further reiterated her consent in accordance with R 5 (c) of the Rules of Procedure of the Commission, to the examination of Kenya's submission by the Commission and further reiterated that the delimitation of the maritime boundaries in the areas under dispute including the delimitation of the Continental Shelf beyond 200 nautical miles shall be agreed between the two coastal states on the basis of International law after the Commission has concluded its examinations of the separate submissions made by each of the two coastal states.

To Kenya's surprise, the Somali Federal Republic vide letter MOFA/SFR/MO/258/2014 dated February 4, 2014 informed the Secretary-General of the United Nations that the MOU dated 7 April 2009 should be removed from the registry of the United Nations as the same was declared null and void. The attempt, by the Somali Federal Republic, to reverse this common understanding and agreement was undertaken unilaterally and without consultation or the consent of the co-signatory to the MOU. The Somali Federal Republic further aggravates this change of mind in a communication reference, MOFA/SFR/MO/1258/14 dated February 4, 2014 by purporting to have nullified the previous MOU and replacing the same with an objection to consideration of Kenya's submission owing to the existence of a maritime boundary dispute between the Somali Federal Republic and Kenya.

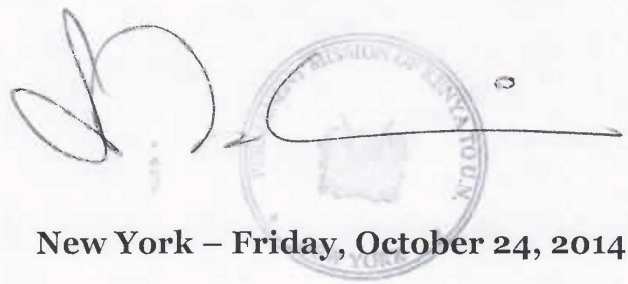
In light of this communication, the Commission did not consider Kenya's submission at the Session of the Commission held in July 2014 or at any other Session thereafter to date. Kenya's position in respect of objections to consideration of submissions by the Commission remain that these are unnecessary actions because the Convention (Article 76 paragraph 10) pronounces that the actions of the Commission are without prejudice to delimitation of the outer limits of the Continental shelf. Kenya has stated and reiterated this position in several open international fora including the meeting to the State Parties to the Convention.

Kenya finds the action of skipping consideration of the submissions on the basis of objection stemming from unresolved delimitation between States is not founded on the Convention. The Commission should therefore consider the submission by Kenya as soon as is practical. Kenya remains committed and continues to pursue more legitimate avenues to have the delimitation of the maritime boundary amicably resolved, most preferably through a bilateral agreement with the Somali Federal Republic and in this regard wishes to inform that notwithstanding the aforementioned actions by Somalia, bilateral diplomatic negotiations, at the highest levels possible, are ongoing with a view to resolving this matter expeditiously and with a view to continuing peaceful cooperation, security and stability in the region.

From the foregoing, Kenya wishes to object to the actions by the Somali Federal Republic and affirms that these aforementioned actions are not only regrettable and unfortunate but are also not in the best interests of either State. Kenya is of the opinion that it would be in the best interests of both States as well as good international order that the Commission proceeds to consider Kenya's submission at the earliest opportunity; precisely to allow the two States to carry on with their delimitation of the continental shelf beyond 200 NM in the manner originally envisioned in the 7 April 2009 MOU and the 19 August 2009 communication.

The Permanent Mission of Kenya to the United Nations requests that this note verbale be circulated to the members of the Commission and member States of the United Nations and be posted on the websites of the Commission on the Limits of the Continental Shelf and the Division of Ocean Affairs and the Law of the Sea (DOALOS) of the Secretariat of the United Nations.

The Permanent Mission of the Republic of Kenya to the United Nations avails itself of this opportunity to renew to the Secretary General of the United Nations the assurances of its highest consideration.



New York – Friday, October 24, 2014

H.E. Mr. Ban Ki-moon,
Secretary General
United Nations
New York

Fax: (212) 963-2155

Annex 51

Note Verbale from the Permanent Mission of the Republic of Kenya to the United Nations to H.E. Ban Ki-Moon, Secretary-General of the United Nations, No. 141/15 (4 May 2015)

PERMANENT MISSION OF THE REPUBLIC OF KENYA
TO THE UNITED NATIONS

No. 141/15

The Permanent Mission of the Republic of Kenya to the United Nations presents its compliments to the Secretary General of the United Nations and has the honor to refer to the Continental Shelf notification, reference CLCS.74.2014.LOS dated 21st July 2014 by the Federal Republic of Somalia ("Somalia") - pursuant to Article 76, paragraph 8 of the United Nations Convention on the Law of the Sea. The submission is to the Commission on the Limits of the Continental Shelf ("Commission") and contains information on Somalia's continental shelf limits beyond 200 nautical miles. The Permanent Mission of Kenya to the United Nations has the honour to state the following in regard to this submission;

The delimitation of the maritime boundary between the Republic of Kenya and the Federal Republic of Somalia has not been settled. In a spirit of understanding and cooperation and in accordance with paragraph 3 of article 83 of the Convention, this unresolved delimitation issue was the subject of a Memorandum of Understanding (MOU) dated 7 April 2009, between Kenya and Somalia, granting each other no objection to consideration of the submissions by the two respective States, by the Commission. In reiterating and confirming the rationale, intent and legitimacy of the MOU, Somalia filed a further communication dated 19th August 2009 (Ref XRW/00506/08/09) to the United Nations Secretary General.

However, without further consultations with or information to Kenya, Somalia unilaterally attempted to reverse this common understanding and agreement as exemplified by a communication to the same office dated 10th October, 2009 (OPM/IC/00./016/11/09), where Somalia requests that the MOU be treated as non-actionable. Further, Somalia in a communication dated 4th February 2014 (MOFA/SFR/ MO/1258/2014), purported to nullify the previous MOU and proceeded to object to the consideration of Kenya's submission.

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The Federal Republic of Somalia by a note dated 21st July 2014, submitted a continental shelf beyond 200M claim, an area that severely overlaps and includes, into her territory, a continental shelf beyond 200M area that she is aware projects directly from Territorial Sea and Exclusive Economic Zone ("EEZ") areas that has been under the jurisdiction of the Government of Kenya since independence in 1963 and have been the subject to a number of proclamations, including the 1979 as amended in 2005 EEZ proclamation. In so doing the Federal Government of Somalia is aware that despite wide publicity, including with the United Nations, she has never objected or protested to the exercise of sovereignty and jurisdiction by Kenya over the said areas.

Consequently a significant part of the continental shelf beyond 200m in Somalia's submission is appurtenant to an EEZ that is under Kenya's jurisdiction. Considering the foregoing, Kenya takes great exception to the submission that has the actual or notional effect of annexing an area that is under Kenya's jurisdiction.

In the circumstances, and in the absence of an action of a practical nature (paragraph 3 of Article 83, UNCLOS), Kenya, in accordance with rule 46 and Annex II of the rules of procedure of the Commission, objects to the consideration of the Submission by Somalia and further urges the Commission not to take any action on it.

However, Kenya remains committed and continues to pursue more legitimate avenues to have the delimitation of the maritime boundary amicably resolved, most preferably through bilateral agreement with the Federal Republic of Somalia. The objection to consideration of Somalia's submission, therefore, is without prejudice to such endevours.

The Permanent Mission of Kenya to the United Nations requests for publicity of this communication and circulation to all relevant bodies of the United Nations including publication on the websites of the Commission on the Limits of the Continental Shelf and the Division of Ocean Affairs and the Law of the Sea (DOALOS) of the Secretariat of the United Nations.

The Permanent Mission of the Republic of Kenya to the United Nations avails itself of this opportunity to renew to the Secretary General of the United Nations the assurances of its highest consideration.

New York – Monday May 4, 2015

PERMANENT MISSION OF KENYA TO U.N. NEW YORK

H.E. Mr. Ban Ki-moon,
Secretary General
United Nations
New York

Annex 52

Letter from H.E. Abdulsalam H. Omer, Minister of Foreign Affairs and Investment Promotion of the Federal Republic of Somalia, to H.E. Ban Ki-Moon, Secretary-General of the United Nations (7 July 2015)

JAMHUURIYADDA FEDERAALKA SOOMAALIYA
WASAARADDA ARRIMAHA DIBADDA IYO
DHIIRIGALINTA MAALGASHIGA

جمهورية الصومال الفيدرالية
وزارة الشؤون الخارجية
وتشجيع الإستثمار

FEDERAL REPUBLIC OF SOMALIA
Ministry of Foreign Affairs & Investment Promotion

REF: MOFA/SFR/MO/2113/2015 **07/07/2015**

His Excellency
Mr. BAN Ki-moon
Secretary-General of the United Nations
New York

Excellency,

The Ministry of Foreign Affairs and Investment Promotion of the Federal Republic of Somalia (the "Somali Government") presents its compliments to the Secretary-General of the United Nations in his capacity as the depositary for the United Nations Convention on the Law of the Sea ("UNCLOS"). The Somali Government recalls the communications transmitted to your office by the Ministry of Foreign Affairs and International Cooperation of the Federal Republic of Somalia (x) dated 4 February 2014 (Ref MOFA/SFR/MO/258/2014) as well as the letter dated 4 February 2014 (Ref MOFA/SFR/MO/259/2014),and (y) dated 7 October 2014 (Ref SOM/MSS/325/14), in which the Somali Government stated, among other things, that pursuant to paragraph 5(a) of Annex I of the Rulesit has not given its consent to the consideration by the Commission on the Limits of the Continental Shelf (the "Commission") of the submission presented by the Republic of Kenya. (Communication of 11 May 2009, Ref. CLCS.35.2009.LOS) (Continental Shelf Notification).

The Somali Government had taken this position due to the existence of a dispute between Somalia and Kenya over the location of their maritime boundary in the Indian Ocean. On 28 August 2014, after the parties had exhausted diplomatic negotiations, Somalia filed an Application instituting legal proceedings against Kenya at the International Court of Justice ("ICJ") in order to resolve this dispute and obtain a final and binding judgment in conformity with international law. In view of Somalia's request to the ICJ to delimit the maritime boundary with Kenya (including in the continental shelf beyond 200 nautical miles), Somalia deems it no longer necessary to maintain its objection to the Commission's consideration of Kenya's submission to the Commission, and hereby extends its consent to the Commission's consideration of the Kenyan submission.

Somalia's consent to the Commission's consideration of Kenya's submission does not affect Somalia's objection to the claims made by Kenya, in particular in regard to Kenya's claim to a purported maritime boundary with Somalia that follows a parallel of latitude. Kenya's unilateral declaration of such a maritime boundary with Somalia, which has not been agreed to (or recognized) by Somalia, has no validity under international law. Kenya's maritime boundary claims areinconsistent with UNCLOS, and with the jurisprudence of the ICJ, the International

Tribunal on the Law of the Sea, and arbitral tribunals convened under Part XV and Annex VII of the UNCLOS.

The Somali Government reserves its right to submit further comments in relation to the submission presented by Kenya, including, but without limitation, comments upon Kenya's assertions regarding the application of the Statement of Understanding set out in Annex II of the Final Act of UNLCOS, and in relation to the scientific, technical and other claims made therein.

The Somali Government has the honour to request that the present letter be brought to the immediate attention of the Commission.

The Somali Governmentavails itself of this opportunity to renew to the Secretary-General of the United Nations the assurances of its highest consideration.

.

Sincerely,

H.E. Abdusalam H. Omer
Minister of Foreign Affairs
and Investment Promotion

Somali Federal Republic
Ministry of Foreign Affairs and Investment Promotion

His Excellency
Mr. BAN Ki-moon
Secretary-General of the United Nations
New York

cc: Mr. Miguel de SerpaSoares, Under-Secretary-General for Legal Affair
Ms. Gabriele Goettsche-Wanli, Director, Division for Ocean Affairs and Law of the Sea, Office of Legal Affairs

Annex 53

Memorandum from the Secretary-General of the United Nations to Treaty Services of Ministries of Foreign Affairs and of international organizations concerned, No. C.N.187.1989.TREATIES-2 (28 Aug. 1989)

89/462 (XXI.6)

UNITED NATIONS NATIONS UNIES

POSTAL ADDRESS—ADRESSE POSTALE UNITED NATIONS, N.Y. 10017
CABLE ADDRESS—ADRESSE TELEGRAPHIQUE UNATIONS NEWYORK

REFERENCE: C.N.187.1989.TREATIES-2 (Depositary Notification)

UNITED NATIONS CONVENTION ON THE LAW OF THE SEA
CONCLUDED AT MONTEGO BAY, JAMAICA,
ON 10 DECEMBER 1982

RATIFICATION BY SOMALIA

The Secretary-General of the United Nations, acting in his capacity as depositary, communicates the following:

On 24 July 1989, the instrument of ratification by the Government of Somalia of the above-mentioned Convention was deposited with the Secretary-General.

28 August 1989

Attention: Treaty Services of Ministries of Foreign Affairs and of international organizations concerned

(XXI.6)

UNITED NATIONS NATIONS UNIES

POSTAL ADDRESS— ADRESSE POSTALE UNITED NATIONS, N.Y. 10017
CABLE ADDRESS—ADRESSE TELEGRAPHIQUE UNATIONS NEWYORK

REFERENCE: C.N.187.1989.TREATIES-2 (Notification dépositaire)

CONVENTION DES NATIONS UNIES SUR LE DROIT DE LA MER
CONCLUE A MONTEGO BAY (JAMAIQUE)
LE 10 DECEMBRE 1982

RATIFICATION DE LA SOMALIE

Le Secrétaire général de l'Organisation des Nations Unies, agissant en sa qualité de dépositaire, communique :

Le 24 juillet 1989, l'instrument de ratification par le Gouvernement somali de la Convention susmentionnée a été déposé auprès du Secrétaire général.

Le 28 août 1989

A l'attention des services des traités des ministères des affaires étrangères et des organisations internationales intéressées

Annex 54

International Law Commission, *Commentary on the Draft Articles on Responsibility of States for Internationally Wrongful Acts*, in *Report of the International Law Commission on the work of its fifty-third session (23 April-1 June and 2 July-10 August 2001)*, in YEARBOOK OF THE INTERNATIONAL LAW COMMISSION, Vol. II, Part 2 (2001)

A/CN.4/SER.A/2001/Add.1 (Part 2)

YEARBOOK OF THE INTERNATIONAL LAW COMMISSION

2001

Volume II
Part Two

Report of the Commission to the General Assembly on the work of its fifty-third session

UNITED NATIONS
New York and Geneva, 2007

DOCUMENT A/56/10*

Report of the International Law Commission on the work of its fifty-third session (23 April–1 June and 2 July–10 August 2001)

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* Initially distributed as *Official Records of the General Assembly, Fifty-sixth Session, Supplement No. 10.*

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RESPONSIBILITY OF STATES FOR INTERNATIONALLY WRONGFUL ACTS

General commentary

(1) These articles seek to formulate, by way of codification and progressive development, the basic rules of international law concerning the responsibility of States for their internationally wrongful acts. The emphasis is on the secondary rules of State responsibility: that is to say, the general conditions under international law for the State to be considered responsible for wrongful actions or omissions, and the legal consequences which flow therefrom. The articles do not attempt to define the content of the international obligations, the breach of which gives rise to responsibility. This is the function of the primary rules, whose codification would involve restating most of substantive customary and conventional international law.

(2) Roberto Ago, who was responsible for establishing the basic structure and orientation of the project, saw the articles as specifying:

> the principles which govern the responsibility of States for internationally wrongful acts, maintaining a strict distinction between this task and the task of defining the rules that place obligations on States, the violation of which may generate responsibility … [I]t is one thing to define a rule and the content of the obligation it imposes, and another to determine whether that obligation has been violated and what should be the consequences of the violation.[32]

(3) Given the existence of a primary rule establishing an obligation under international law for a State, and assuming that a question has arisen as to whether that State has complied with the obligation, a number of further issues of a general character arise. These include:

(*a*) The role of international law as distinct from the internal law of the State concerned in characterizing conduct as unlawful;

(*b*) Determining in what circumstances conduct is to be attributed to the State as a subject of international law;

(*c*) Specifying when and for what period of time there is or has been a breach of an international obligation by a State;

(*d*) Determining in what circumstances a State may be responsible for the conduct of another State which is incompatible with an international obligation of the latter;

(*e*) Defining the circumstances in which the wrongfulness of conduct under international law may be precluded;

(*f*) Specifying the content of State responsibility, i.e. the new legal relations that arise from the commission by a State of an internationally wrongful act, in terms of cessation of the wrongful act, and reparation for any injury done;

(*g*) Determining any procedural or substantive preconditions for one State to invoke the responsibility of another State, and the circumstances in which the right to invoke responsibility may be lost;

(*h*) Laying down the conditions under which a State may be entitled to respond to a breach of an international obligation by taking countermeasures designed to ensure the fulfilment of the obligations of the responsible State under these articles.

This is the province of the secondary rules of State responsibility.

(4) A number of matters do not fall within the scope of State responsibility as dealt with in the present articles:

(*a*) As already noted, it is not the function of the articles to specify the content of the obligations laid down by particular primary rules, or their interpretation. Nor do the articles deal with the question whether and for how long particular primary obligations are in force for a State. It is a matter for the law of treaties to determine whether a State is a party to a valid treaty, whether the treaty is in force for that State and with respect to which provisions, and how the treaty is to be interpreted. The same is true, *mutatis mutandis*, for other "sources" of international obligations, such as customary international law. The articles take the existence and content of the primary rules of international law as they are at the relevant time; they provide the framework for determining whether the consequent obligations of each State have been breached, and with what legal consequences for other States.

(*b*) The consequences dealt with in the articles are those which flow from the commission of an internationally wrongful act as such.[33] No attempt is made to deal with the consequences of a breach for the continued validity or binding effect of the primary rule (e.g. the right of an injured State to terminate or suspend a treaty for material breach, as reflected in article 60 of the 1969 Vienna Convention). Nor do the articles cover such indirect or additional consequences as may flow from the responses of international organizations to wrongful conduct. In carrying out their functions it may be necessary for international organizations to take a position on whether a State has breached an international obligation. But even where this is so, the consequences will be those determined by or within the framework of the constituent instrument of the organization, and these fall outside the scope of the articles. This is particularly the case with action of the United Nations under the Charter, which is specifically reserved by article 59.

(*c*) The articles deal only with the responsibility for conduct which is internationally wrongful. There may be cases where States incur obligations to compensate for the injurious consequences of conduct which is not prohibited, and may even be expressly permitted, by international law (e.g. compensation for property duly taken for a public purpose). There may also be cases where a State is obliged to restore the *status quo ante* after some lawful activity has been completed. These requirements of compensation or restoration would involve primary obligations; it would be the failure to pay compensation, or to restore the *status*

[32] *Yearbook ... 1970*, vol. II, p. 306, document A/8010/Rev.l, para. 66 (*c*).

[33] For the purposes of the articles, the term "internationally wrongful act" includes an omission and extends to conduct consisting of several actions or omissions which together amount to an internationally wrongful act. See paragraph (1) of the commentary to article 1.

that these arise towards or are invoked by a person or entity other than a State. In other words, the provisions of Part Two are without prejudice to any right, arising from the international responsibility of a State, which may accrue directly to any person or entity other than a State, and article 33 makes this clear.

Article 29. Continued duty of performance

The legal consequences of an internationally wrongful act under this Part do not affect the continued duty of the responsible State to perform the obligation breached.

Commentary

(1) Where a State commits a breach of an international obligation, questions as to the restoration and future of the legal relationship thereby affected are central. Apart from the question of reparation, two immediate issues arise, namely, the effect of the responsible State's conduct on the obligation which has been breached, and cessation of the breach if it is continuing. The former question is dealt with by article 29, the latter by article 30.

(2) Article 29 states the general principle that the legal consequences of an internationally wrongful act do not affect the continued duty of the State to perform the obligation it has breached. As a result of the internationally wrongful act, a new set of legal relations is established between the responsible State and the State or States to whom the international obligation is owed. But this does not mean that the pre-existing legal relation established by the primary obligation disappears. Even if the responsible State complies with its obligations under Part Two to cease the wrongful conduct and to make full reparation for the injury caused, it is not relieved thereby of the duty to perform the obligation breached. The continuing obligation to perform an international obligation, notwithstanding a breach, underlies the concept of a continuing wrongful act (see article 14) and the obligation of cessation (see subparagraph (*a*) of article 30).

(3) It is true that in some situations the ultimate effect of a breach of an obligation may be to put an end to the obligation itself. For example, a State injured by a material breach of a bilateral treaty may elect to terminate the treaty.[424] But as the relevant provisions of the 1969 Vienna Convention make clear, the mere fact of a breach and even of a repudiation of a treaty does not terminate the treaty.[425] It is a matter for the injured State to react to the breach to the extent permitted by the Convention. The injured State may have no interest in terminating the treaty as distinct from calling for its continued performance. Where a treaty is duly terminated for breach, the termination does not affect legal relationships which have accrued under the treaty prior to its termination, including the obligation to make reparation for any breach.[426] A breach of an obligation under general international law is even less likely to affect the underlying obligation, and indeed will never do so *as such*. By contrast, the secondary legal relation of State responsibility arises on the occurrence of a breach and without any requirement of invocation by the injured State.

(4) Article 29 does not need to deal with such contingencies. All it provides is that the legal consequences of an internationally wrongful act within the field of State responsibility do not affect any continuing duty to comply with the obligation which has been breached. Whether and to what extent that obligation subsists despite the breach is a matter not regulated by the law of State responsibility but by the rules concerning the relevant primary obligation.

Article 30. Cessation and non-repetition

The State responsible for the internationally wrongful act is under an obligation:

(*a*) to cease that act, if it is continuing;

(*b*) to offer appropriate assurances and guarantees of non-repetition, if circumstances so require.

Commentary

(1) Article 30 deals with two separate but linked issues raised by the breach of an international obligation: the cessation of the wrongful conduct and the offer of assurances and guarantees of non-repetition by the responsible State if circumstances so require. Both are aspects of the restoration and repair of the legal relationship affected by the breach. Cessation is, as it were, the negative aspect of future performance, concerned with securing an end to continuing wrongful conduct, whereas assurances and guarantees serve a preventive function and may be described as a positive reinforcement of future performance. The continuation in force of the underlying obligation is a necessary assumption of both, since if the obligation has ceased following its breach, the question of cessation does not arise and no assurances and guarantees can be relevant.[427]

(2) Subparagraph (*a*) of article 30 deals with the obligation of the State responsible for the internationally wrongful act to cease the wrongful conduct. In accordance with article 2, the word "act" covers both acts and omissions. Cessation is thus relevant to all wrongful acts extending in time "regardless of whether the conduct of a State is

[424] See footnote 422 above.

[425] Indeed, in the *Gabčíkovo-Nagymaros Project* case, ICJ held that continuing material breaches by both parties did not have the effect of terminating the 1977 Treaty on the Construction and Operation of the Gabčíkovo-Nagymaros Barrage System (see footnote 27 above), p. 68, para. 114.

[426] See, e.g., *"Rainbow Warrior"* (footnote 46 above), p. 266, citing Lord McNair (dissenting) in *Ambatielos, Preliminary Objection, I.C.J. Reports 1952*, p. 28, at p. 63. On that particular point the Court itself agreed, *ibid.*, p. 45. In the *Gabčíkovo-Nagymaros Project* case, Hungary accepted that the legal consequences of its termination of the 1977 Treaty on the Construction and Operation of the Gabčíkovo-Nagymaros Barrage System on account of the breach by Czechoslovakia were prospective only, and did not affect the accrued rights of either party (see footnote 27 above), pp. 73–74, paras. 125–127. The Court held that the Treaty was still in force, and therefore did not address the question.

[427] 1969 Vienna Convention, art. 70, para. 1.

an action or an omission … since there may be cessation consisting in abstaining from certain actions".[428]

(3) The tribunal in the *"Rainbow Warrior"* arbitration stressed "two essential conditions intimately linked" for the requirement of cessation of wrongful conduct to arise, "namely that the wrongful act has a continuing character and that the violated rule is still in force at the time in which the order is issued".[429] While the obligation to cease wrongful conduct will arise most commonly in the case of a continuing wrongful act,[430] article 30 also encompasses situations where a State has violated an obligation on a series of occasions, implying the possibility of further repetitions. The phrase "if it is continuing" at the end of subparagraph (*a*) of the article is intended to cover both situations.

(4) Cessation of conduct in breach of an international obligation is the first requirement in eliminating the consequences of wrongful conduct. With reparation, it is one of the two general consequences of an internationally wrongful act. Cessation is often the main focus of the controversy produced by conduct in breach of an international obligation.[431] It is frequently demanded not only by States but also by the organs of international organizations such as the General Assembly and Security Council in the face of serious breaches of international law. By contrast, reparation, important though it is in many cases, may not be the central issue in a dispute between States as to questions of responsibility.[432]

(5) The function of cessation is to put an end to a violation of international law and to safeguard the continuing validity and effectiveness of the underlying primary rule. The responsible State's obligation of cessation thus protects both the interests of the injured State or States and the interests of the international community as a whole in the preservation of, and reliance on, the rule of law.

(6) There are several reasons for treating cessation as more than simply a function of the duty to comply with the primary obligation. First, the question of cessation only arises in the event of a breach. What must then occur depends not only on the interpretation of the primary obligation but also on the secondary rules relating to remedies, and it is appropriate that they are dealt with, at least in general terms, in articles concerning the consequences of an internationally wrongful act. Secondly, continuing wrongful acts are a common feature of cases involving State responsibility and are specifically dealt with in article 14. There is a need to spell out the consequences of such acts in Part Two.

(7) The question of cessation often arises in close connection with that of reparation, and particularly restitution. The result of cessation may be indistinguishable from restitution, for example in cases involving the freeing of hostages or the return of objects or premises seized. Nonetheless, the two must be distinguished. Unlike restitution, cessation is not subject to limitations relating to proportionality.[433] It may give rise to a continuing obligation, even when literal return to the *status quo ante* is excluded or can only be achieved in an approximate way.

(8) The difficulty of distinguishing between cessation and restitution is illustrated by the *"Rainbow Warrior"* arbitration. New Zealand sought the return of the two agents to detention on the island of Hao. According to New Zealand, France was obliged to return them to and to detain them on the island for the balance of the three years; that obligation had not expired since time spent off the island was not to be counted for that purpose. The tribunal disagreed. In its view, the obligation was for a fixed term which had expired, and there was no question of cessation.[434] Evidently, the return of the two agents to the island was of no use to New Zealand if there was no continuing obligation on the part of France to keep them there. Thus, a return to the *status quo ante* may be of little or no value if the obligation breached no longer exists. Conversely, no option may exist for an injured State to renounce restitution if the continued performance of the obligation breached is incumbent upon the responsible State and the former State is not competent to release it from such performance. The distinction between cessation and restitution may have important consequences in terms of the obligations of the States concerned.

(9) Subparagraph (*b*) of article 30 deals with the obligation of the responsible State to offer appropriate assurances and guarantees of non-repetition, if circumstances so require. Assurances and guarantees are concerned with the restoration of confidence in a continuing relationship, although they involve much more flexibility than cessation and are not required in all cases. They are most commonly sought when the injured State has reason to believe that the mere restoration of the pre-existing situation does not protect it satisfactorily. For example, following repeated demonstrations against the United States Embassy in Moscow from 1964 to 1965, President Johnson stated that:

> The U.S. Government must insist that its diplomatic establishments and personnel be given the protection which is required by international law and custom and which is necessary for the conduct of diplomatic relations between states. Expressions of regret and compensation are no substitute for adequate protection.[435]

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[428] *"Rainbow Warrior"* (see footnote 46 above), p. 270, para. 113.

[429] *Ibid*., para. 114.

[430] For the concept of a continuing wrongful act, see paragraphs (3) to (11) of the commentary to article 14.

[431] The focus of the WTO dispute settlement mechanism is on cessation rather than reparation: Marrakesh Agreement establishing the World Trade Organization, annex 2 (Understanding on Rules and Procedures governing the Settlement of Disputes), especially article 3, paragraph 7, which provides for compensation "only if the immediate withdrawal of the measure is impracticable and as a temporary measure pending the withdrawal of the measure which is inconsistent with a covered agreement". On the distinction between cessation and reparation for WTO purposes, see, e.g., Report of the Panel, Australia-Subsidies Provided to Producers and Exporters of Automotive Leather (WT/DS126/RW and Corr.1), 21 January 2000, para. 6.49.

[432] For cases where ICJ has recognized that this may be so, see, e.g., *Fisheries Jurisdiction (Federal Republic of Germany* v. *Iceland), Merits, Judgment, I.C.J. Reports 1974*, p. 175, at pp. 201–205, paras. 65–76; and *Gabčíkovo-Nagymaros Project* (footnote 27 above), p. 81, para. 153. See also C. D. Gray, *Judicial Remedies in International Law* (Oxford, Clarendon Press, 1987), pp. 77–92.

[433] See article 35 (*b*) and commentary.

[434] UNRIAA, vol. XX, p. 217, at p. 266, para. 105 (1990).

[435] Reprinted in ILM, vol. 4, No. 2 (July 1965), p. 698.

Such demands are not always expressed in terms of assurances or guarantees, but they share the characteristics of being future-looking and concerned with other potential breaches. They focus on prevention rather than reparation and they are included in article 30.

(10) The question whether the obligation to offer assurances or guarantees of non-repetition may be a legal consequence of an internationally wrongful act was debated in the *LaGrand* case. This concerned an admitted failure of consular notification contrary to article 36 of the Vienna Convention on Consular Relations. In its fourth submission, Germany sought both general and specific assurances and guarantees as to the means of future compliance with the Convention. The United States argued that to give such assurances or guarantees went beyond the scope of the obligations in the Convention and that ICJ lacked jurisdiction to require them. In any event, formal assurances and guarantees were unprecedented and should not be required. Germany's entitlement to a remedy did not extend beyond an apology, which the United States had given. Alternatively, no assurances or guarantees were appropriate in the light of the extensive action it had taken to ensure that federal and State officials would in future comply with the Convention. On the question of jurisdiction, the Court held:

> that a dispute regarding the appropriate remedies for the violation of the Convention alleged by Germany is a dispute that arises out of the interpretation or application of the Convention and thus is within the Court's jurisdiction. Where jurisdiction exists over a dispute on a particular matter, no separate basis for jurisdiction is required by the Court to consider the remedies a party has requested for the breach of the obligation … Consequently, the Court has jurisdiction in the present case with respect to the fourth submission of Germany.[436]

On the question of appropriateness, the Court noted that an apology would not be sufficient in any case in which a foreign national had been "subjected to prolonged detention or sentenced to severe penalties" following a failure of consular notification.[437] But in the light of information provided by the United States as to the steps taken to comply in future, the Court held:

> that the commitment expressed by the United States to ensure implementation of the specific measures adopted in performance of its obligations under Article 36, paragraph 1 (*b*), must be regarded as meeting Germany's request for a general assurance of non-repetition.[438]

As to the specific assurances sought by Germany, the Court limited itself to stating that:

> if the United States, notwithstanding its commitment referred to … should fail in its obligation of consular notification to the detriment of German nationals, an apology would not suffice in cases where the individuals concerned have been subjected to prolonged detention or convicted and sentenced to severe penalties. In the case of such a conviction and sentence, it would be incumbent upon the United States to allow the review and reconsideration of the conviction and sentence by taking account of the violation of the rights set forth in the Convention.[439]

The Court thus upheld its jurisdiction on Germany's fourth submission and responded to it in the operative part. It did not, however, discuss the legal basis for assurances of non-repetition.

(11) Assurances or guarantees of non-repetition may be sought by way of satisfaction (e.g. the repeal of the legislation which allowed the breach to occur) and there is thus some overlap between the two in practice.[440] However, they are better treated as an aspect of the continuation and repair of the legal relationship affected by the breach. Where assurances and guarantees of non-repetition are sought by an injured State, the question is essentially the reinforcement of a continuing legal relationship and the focus is on the future, not the past. In addition, assurances and guarantees of non-repetition may be sought by a State other than an injured State in accordance with article 48.

(12) Assurances are normally given verbally, while guarantees of non-repetition involve something more—for example, preventive measures to be taken by the responsible State designed to avoid repetition of the breach. With regard to the kind of guarantees that may be requested, international practice is not uniform. The injured State usually demands either safeguards against the repetition of the wrongful act without any specification of the form they are to take[441] or, when the wrongful act affects its nationals, assurances of better protection of persons and property.[442] In the *LaGrand* case, ICJ spelled out with some specificity the obligation that would arise for the United States from a future breach, but added that "[t]his obligation can be carried out in various ways. The choice of means must be left to the United States".[443] It noted further that a State may not be in a position to offer a firm guarantee of non-repetition.[444] Whether it could properly do so would depend on the nature of the obligation in question.

(13) In some cases, the injured State may ask the responsible State to adopt specific measures or to act in a specified way in order to avoid repetition. Sometimes the injured State merely seeks assurances from the responsible State that, in future, it will respect the rights of the injured State.[445] In other cases, the injured State requires specific instructions to be given,[446] or other specific conduct to be

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[436] *LaGrand, Judgment* (see footnote 119 above), p. 485, para. 48, citing *Factory at Chorzów, Jurisdiction* (footnote 34 above).

[437] *LaGrand, Judgment* (see footnote 119 above), p. 512, para. 123.

[438] *Ibid*., p. 513, para. 124; see also the operative part, p. 516, para. 128 (6).

[439] *Ibid*., pp. 513–514, para. 125. See also paragraph 127 and the operative part (para. 128 (7)).

[440] See paragraph (5) of the commentary to article 36.

[441] In the "Dogger Bank" incident in 1904, the United Kingdom sought "security against the recurrence of such intolerable incidents", G. F. de Martens, *Nouveau recueil général de traités*, 2nd series, vol. XXXIII, p. 642. See also the exchange of notes between China and Indonesia following the attack in March 1966 against the Chinese Consulate General in Jakarta, in which the Chinese Deputy Minister for Foreign Affairs sought a guarantee that such incidents would not be repeated in the future, RGDIP, vol. 70 (1966), pp. 1013 et seq.

[442] Such assurances were given in the *Doane* incident (1886), Moore, *Digest*, vol. VI, pp. 345–346.

[443] *LaGrand, Judgment* (see footnote 119 above), p. 513, para. 125.

[444] *Ibid*., para. 124.

[445] See, e.g., the 1901 case in which the Ottoman Empire gave a formal assurance that the British, Austrian and French postal services would henceforth operate freely in its territory, RGDIP, vol. 8 (1901), p. 777, at pp. 788 and 792.

[446] See, e.g., the incidents involving the *"Herzog"* and the *"Bundesrath"*, two German ships seized by the British Navy in December 1899 and January 1900, during the Boer war, in which Germany drew the attention of Great Britain to "the necessity for issuing instructions

taken.[447] But assurances and guarantees of non-repetition will not always be appropriate, even if demanded. Much will depend on the circumstances of the case, including the nature of the obligation and of the breach. The rather exceptional character of the measures is indicated by the words "if circumstances so require" at the end of subparagraph (*b*). The obligation of the responsible State with respect to assurances and guarantees of non-repetition is formulated in flexible terms in order to prevent the kinds of abusive or excessive claims which characterized some demands for assurances and guarantees by States in the past.

Article 31. Reparation

1. The responsible State is under an obligation to make full reparation for the injury caused by the internationally wrongful act.

2. Injury includes any damage, whether material or moral, caused by the internationally wrongful act of a State.

Commentary

(1) The obligation to make full reparation is the second general obligation of the responsible State consequent upon the commission of an internationally wrongful act. The general principle of the consequences of the commission of an internationally wrongful act was stated by PCIJ in the *Factory at Chorzów* case:

> It is a principle of international law that the breach of an engagement involves an obligation to make reparation in an adequate form. Reparation therefore is the indispensable complement of a failure to apply a convention and there is no necessity for this to be stated in the convention itself. Differences relating to reparations, which may be due by reason of failure to apply a convention, are consequently differences relating to its application.[448]

In this passage, which has been cited and applied on many occasions,[449] the Court was using the term "reparation" in its most general sense. It was rejecting a Polish argument that jurisdiction to interpret and apply a treaty did not entail jurisdiction to deal with disputes over the form and quantum of reparation to be made. By that stage of the dispute, Germany was no longer seeking for its national the return of the factory in question or of the property seized with it.

(2) In a subsequent phase of the same case, the Court went on to specify in more detail the content of the obligation of reparation. It said:

> The essential principle contained in the actual notion of an illegal act—a principle which seems to be established by international practice and in particular by the decisions of arbitral tribunals—is that reparation must, as far as possible, wipe out all the consequences of the illegal act and reestablish the situation which would, in all probability, have existed if that act had not been committed. Restitution in kind, or, if this is not possible, payment of a sum corresponding to the value which a restitution in kind would bear; the award, if need be, of damages for loss sustained which would not be covered by restitution in kind or payment in place of it—such are the principles which should serve to determine the amount of compensation due for an act contrary to international law.[450]

In the first sentence, the Court gave a general definition of reparation, emphasizing that its function was the re-establishment of the situation affected by the breach.[451] In the second sentence, it dealt with that aspect of reparation encompassed by "compensation" for an unlawful act—that is, restitution or its value, and in addition damages for loss sustained as a result of the wrongful act.

(3) The obligation placed on the responsible State by article 31 is to make "full reparation" in the *Factory at Chorzów* sense. In other words, the responsible State must endeavour to "wipe out all the consequences of the illegal act and reestablish the situation which would, in all probability, have existed if that act had not been committed"[452] through the provision of one or more of the forms of reparation set out in chapter II of this part.

(4) The general obligation of reparation is formulated in article 31 as the immediate corollary of a State's responsibility, i.e. as an obligation of the responsible State resulting from the breach, rather than as a right of an injured State or States. This formulation avoids the difficulties that might arise where the same obligation is owed simultaneously to several, many or all States, only a few of which are specially affected by the breach. But quite apart from the questions raised when there is more than one State entitled to invoke responsibility,[453] the general obligation of reparation arises automatically upon commission of an internationally wrongful act and is not, as such, contingent upon a demand or protest by any State, even if the form which reparation should take in the circumstances may depend on the response of the injured State or States.

(5) The responsible State's obligation to make full reparation relates to the "injury caused by the internationally wrongful act". The notion of "injury", defined in *paragraph 2*, is to be understood as including any damage caused by that act. In particular, in accordance with paragraph 2, "injury" includes any material or moral damage caused thereby. This formulation is intended both as inclusive, covering both material and moral damage broadly understood, and as limitative, excluding merely abstract concerns or general interests of a State which is individu-

to the British Naval Commanders to molest no German merchantmen in places not in the vicinity of the seat of war", Martens, *op. cit.* (footnote 441 above), vol. XXIX, p. 456 at p. 486.

[447] In the *Trail Smelter* case (see footnote 253 above), the arbitral tribunal specified measures to be adopted by the Trail Smelter, including measures designed to "prevent future significant fumigations in the United States" (p. 1934). Requests to modify or repeal legislation are frequently made by international bodies. See, e.g., the decisions of the Human Rights Committee: *Torres Ramirez* v. *Uruguay*, decision of 23 July 1980, *Official Records of the General Assembly, Thirty-fifth Session, Supplement No. 40* (A/35/40), p. 126, para. 19; *Lanza* v. *Uruguay*, decision of 3 April 1980, *ibid*., p. 119, para. 17; and *Dermit Barbato* v. *Uruguay*, decision of 21 October 1982, *ibid*., *Thirty-eighth Session, Supplement No. 40* (A/38/40), p. 133, para. 11.

[448] *Factory at Chorzów, Jurisdiction* (see footnote 34 above).

[449] Cf. the ICJ reference to this decision in *LaGrand, Judgment* (footnote 119 above), p. 485, para. 48.

[450] *Factory at Chorzów, Merits* (see footnote 34 above), p. 47.

[451] Cf. P.-M. Dupuy, "Le fait générateur de la responsabilité internationale des États", *Collected Courses ... 1984–V* (Dordrecht, Martinus Nijhoff, 1986), vol. 188, p. 9, at p. 94, who uses the term *restauration*.

[452] *Factory at Chorzów, Merits* (see footnote 34 above), p. 47.

[453] For the States entitled to invoke responsibility, see articles 42 and 48 and commentaries. For the situation where there is a plurality of injured States, see article 46 and commentary.

ally unaffected by the breach.[454] "Material" damage here refers to damage to property or other interests of the State and its nationals which is assessable in financial terms. "Moral" damage includes such items as individual pain and suffering, loss of loved ones or personal affront associated with an intrusion on one's home or private life. Questions of reparation for such forms of damage are dealt with in more detail in chapter II of this Part.[455]

(6) The question whether damage to a protected interest is a necessary element of an internationally wrongful act has already been discussed.[456] There is in general no such requirement; rather this is a matter which is determined by the relevant primary rule. In some cases, the gist of a wrong is the causing of actual harm to another State. In some cases what matters is the failure to take necessary precautions to prevent harm even if in the event no harm occurs. In some cases there is an outright commitment to perform a specified act, e.g. to incorporate uniform rules into internal law. In each case the primary obligation will determine what is required. Hence, article 12 defines a breach of an international obligation as a failure to conform with an obligation.

(7) As a corollary there is no general requirement, over and above any requirements laid down by the relevant primary obligation, that a State should have suffered material harm or damage before it can seek reparation for a breach. The existence of actual damage will be highly relevant to the form and quantum of reparation. But there is no general requirement of material harm or damage for a State to be entitled to seek some form of reparation. In the *"Rainbow Warrior"* arbitration it was initially argued that "in the theory of international responsibility, damage is necessary to provide a basis for liability to make reparation", but the parties subsequently agreed that:

> Unlawful action against non-material interests, such as acts affecting the honor, dignity or prestige of a State, entitle the victim State to receive adequate reparation, even if those acts have not resulted in a pecuniary or material loss for the claimant State.[457]

The tribunal held that the breach by France had "provoked indignation and public outrage in New Zealand and caused a new, additional non-material damage … of a moral, political and legal nature, resulting from the affront to the dignity and prestige not only of New Zealand as such, but of its highest judicial and executive authorities as well".[458]

(8) Where two States have agreed to engage in particular conduct, the failure by one State to perform the obligation necessarily concerns the other. A promise has been broken and the right of the other State to performance correspondingly infringed. For the secondary rules of State responsibility to intervene at this stage and to prescribe that there is no responsibility because no identifiable harm or damage has occurred would be unwarranted. If the parties had wished to commit themselves to that formulation of the obligation they could have done so. In many cases, the damage that may follow from a breach (e.g. harm to a fishery from fishing in the closed season, harm to the environment by emissions exceeding the prescribed limit, abstraction from a river of more than the permitted amount) may be distant, contingent or uncertain. Nonetheless, States may enter into immediate and unconditional commitments in their mutual long-term interest in such fields. Accordingly, article 31 defines "injury" in a broad and inclusive way, leaving it to the primary obligations to specify what is required in each case.

(9) Paragraph 2 addresses a further issue, namely the question of a causal link between the internationally wrongful act and the injury. It is only "[i]njury … caused by the internationally wrongful act of a State" for which full reparation must be made. This phrase is used to make clear that the subject matter of reparation is, globally, the injury resulting from and ascribable to the wrongful act, rather than any and all consequences flowing from an internationally wrongful act.

(10) The allocation of injury or loss to a wrongful act is, in principle, a legal and not only a historical or causal process. Various terms are used to describe the link which must exist between the wrongful act and the injury in order for the obligation of reparation to arise. For example, reference may be made to losses "attributable to [the wrongful] act as a proximate cause",[459] or to damage which is "too indirect, remote, and uncertain to be appraised",[460] or to "any direct loss, damage including environmental damage and the depletion of natural resources or injury to foreign Governments, nationals and corporations as a result of" the wrongful act.[461] Thus, causality in fact is a necessary

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[454] Although not individually injured, such States may be entitled to invoke responsibility in respect of breaches of certain classes of obligation in the general interest, pursuant to article 48. Generally on notions of injury and damage, see B. Bollecker-Stern, *Le préjudice dans la théorie de la responsabilité internationale* (Paris, Pedone, 1973); B. Graefrath, "Responsibility and damages caused: relationship between responsibility and damages", *Collected Courses ... 1984–II* (The Hague, Nijhoff, 1985), vol. 185, p. 95; A. Tanzi, "Is damage a distinct condition for the existence of an internationally wrongful act?", Spinedi and Simma, eds., *op. cit.* (footnote 175 above), p. 1; and Brownlie, *System of the Law of Nations …* (footnote 92 above), pp. 53–88.

[455] See especially article 36 and commentary.

[456] See paragraph (9) of the commentary to article 2.

[457] *"Rainbow Warrior"* (see footnote 46 above), pp. 266–267, paras. 107 and 109.

[458] *Ibid*., p. 267, para. 110.

[459] See United States-German Mixed Claims Commission, *Administrative Decision No. II*, UNRIAA, vol. VII (Sales No. 1956.V.5), p. 23, at p. 30 (1923). See also *Dix* (footnote 178 above), p. 121, and the Canadian statement of claim following the disintegration of the *Cosmos 954* Soviet nuclear-powered satellite over its territory in 1978, ILM, vol. 18 (1979), p. 907, para. 23.

[460] See the *Trail Smelter* arbitration (footnote 253 above), p. 1931. See also A. Hauriou, "Les dommages indirects dans les arbitrages internationaux", RGDIP, vol. 31 (1924), p. 209, citing the *"Alabama"* arbitration as the most striking application of the rule excluding "indirect" damage (footnote 87 above).

[461] Security Council resolution 687 (1991) of 3 April 1991, para. 16. This was a resolution adopted with reference to Chapter VII of the Charter of the United Nations, but it is expressed to reflect Iraq's liability "under international law … as a result of its unlawful invasion and occupation of Kuwait". UNCC and its Governing Council have provided some guidance on the interpretation of the requirements of directness and causation under paragraph 16. See, e.g., Recommendations made by the panel of Commissioners concerning individual claims for serious personal injury or death (category "B" claims), report of 14 April 1994 (S/AC.26/1994/1), approved by the Governing Council in its decision 20 of 26 May 1994 (S/AC.26/Dec.20 (1994)); Report and recommendations made by the panel of Commissioners appointed to review the Well Blowout Control Claim (the "WBC claim"), of 15 November 1996 (S/AC.26/1996/5/Annex), paras. 66–86, approved by the Governing

but not a sufficient condition for reparation. There is a further element, associated with the exclusion of injury that is too "remote" or "consequential" to be the subject of reparation. In some cases, the criterion of "directness" may be used,[462] in others "foreseeability"[463] or "proximity".[464] But other factors may also be relevant: for example, whether State organs deliberately caused the harm in question, or whether the harm caused was within the ambit of the rule which was breached, having regard to the purpose of that rule.[465] In other words, the requirement of a causal link is not necessarily the same in relation to every breach of an international obligation. In international as in national law, the question of remoteness of damage "is not a part of the law which can be satisfactorily solved by search for a single verbal formula".[466] The notion of a sufficient causal link which is not too remote is embodied in the general requirement in article 31 that the injury should be in consequence of the wrongful act, but without the addition of any particular qualifying phrase.

(11) A further element affecting the scope of reparation is the question of mitigation of damage. Even the wholly innocent victim of wrongful conduct is expected to act reasonably when confronted by the injury. Although often expressed in terms of a "duty to mitigate", this is not a legal obligation which itself gives rise to responsibility. It is rather that a failure to mitigate by the injured party may preclude recovery to that extent.[467] The point was clearly made in this sense by ICJ in the *Gabčíkovo-Nagymaros Project* case:

> Slovakia also maintained that it was acting under a duty to mitigate damages when it carried out Variant C. It stated that "It is a general principle of international law that a party injured by the non-performance of another contract party must seek to mitigate the damage he has sustained".
>
> It would follow from such a principle that an injured State which has failed to take the necessary measures to limit the damage sustained would not be entitled to claim compensation for that damage which could have been avoided. While this principle might thus provide a basis for the calculation of damages, it could not, on the other hand, justify an otherwise wrongful act.[468]

(12) Often two separate factors combine to cause damage. In the *United States Diplomatic and Consular Staff in Tehran* case,[469] the initial seizure of the hostages by militant students (not at that time acting as organs or agents of the State) was attributable to the combination of the students' own independent action and the failure of the Iranian authorities to take necessary steps to protect the embassy. In the *Corfu Channel* case,[470] the damage to the British ships was caused both by the action of a third State in laying the mines and the action of Albania in failing to warn of their presence. Although, in such cases, the injury in question was effectively caused by a combination of factors, only one of which is to be ascribed to the responsible State, international practice and the decisions of international tribunals do not support the reduction or attenuation of reparation for concurrent causes,[471] except in cases of contributory fault.[472] In the *Corfu Channel* case, for example, the United Kingdom recovered the full amount of its claim against Albania based on the latter's wrongful failure to warn of the mines even though Albania had not itself laid the mines.[473] Such a result should follow *a fortiori* in cases where the concurrent cause is not the act of another State (which might be held separately responsible) but of private individuals, or some natural event such as a flood. In the *United States Diplomatic and Consular Staff in Tehran* case, the Islamic Republic of Iran was held to be fully responsible for the detention of the hostages from the moment of its failure to protect them.[474]

(13) It is true that cases can occur where an identifiable element of injury can properly be allocated to one of several concurrently operating causes alone. But unless some part of the injury can be shown to be severable in causal terms from that attributed to the responsible State, the latter is held responsible for all the consequences, not being too remote, of its wrongful conduct. Indeed, in the *Zafiro* claim the tribunal went further and in effect placed the

Council in its decision 40 of 17 December 1996 (S/AC.26/Dec.40 (1996)).

[462] As in Security Council resolution 687 (1991), para. 16.

[463] See, e.g., the *"Naulilaa"* case (footnote 337 above), p. 1031.

[464] For comparative reviews of issues of causation and remoteness, see, e.g., H. L. A. Hart and A. M. Honoré, *Causation in the Law*, 2nd ed. (Oxford, Clarendon Press, 1985); A. M. Honoré, "Causation and remoteness of damage", *International Encyclopedia of Comparative Law*, A. Tunc, ed. (Tübingen, Mohr/The Hague, Martinus Nijhoff, 1983), vol. XI, part I, chap. 7; Zweigert and Kötz, *op. cit*. (footnote 251 above), pp. 601–627, in particular pp. 609 et seq.; and B. S. Markesinis, *The German Law of Obligations: Volume II The Law of Torts: A Comparative Introduction*, 3rd ed. (Oxford, Clarendon Press, 1997), pp. 95–108, with many references to the literature.

[465] See, e.g., the decision of the Iran-United States Claims Tribunal in *The Islamic Republic of Iran* v. *The United States of America*, cases A15 (IV) and A24, Award No. 590–A15 (IV)/A24–FT, 28 December 1998, *World Trade and Arbitration Materials*, vol. 11, No. 2 (1999), p. 45.

[466] P. S. Atiyah, *An Introduction to the Law of Contract*, 5th ed. (Oxford, Clarendon Press, 1995), p. 466.

[467] In the WBC claim, a UNCC panel noted that "under the general principles of international law relating to mitigation of damages … the Claimant was not only permitted but indeed obligated to take reasonable steps to … mitigate the loss, damage or injury being caused" report of 15 November 1996 (S/AC.26/1996/5/Annex) (see footnote 461 above), para. 54.

[468] *Gabčíkovo-Nagymaros Project* (see footnote 27 above), p. 55, para. 80.

[469] *United States Diplomatic and Consular Staff in Tehran* (see footnote 59 above), pp. 29–32.

[470] *Corfu Channel*, *Merits* (see footnote 35 above), pp. 17–18 and 22–23.

[471] This approach is consistent with the way in which these issues are generally dealt with in national law. "It is the very general rule that if a tortfeasor's behaviour is held to be a cause of the victim's harm, the tortfeasor is liable to pay for all of the harm so caused, notwithstanding that there was a concurrent cause of that harm and that another is responsible for that cause … In other words, the liability of a tortfeasor is not affected *vis-à-vis* the victim by the consideration that another is concurrently liable.": T. Weir, "Complex liabilities", A. Tunc, ed., *op. cit*. (footnote 464 above), part 2, chap. 12, p. 43. The United States relied on this comparative law experience in its pleadings in the *Aerial Incident of 27 July 1955* case when it said, referring to Article 38, paragraph 1 (*c*) and (*d*), of the ICJ Statute, that "in all civilized countries the rule is substantially the same. An aggrieved plaintiff may sue any or all joint tortfeasors, jointly or severally, although he may collect from them, or any one or more of them, only the full amount of his damage" (Memorial of 2 December 1958 (see footnote 363 above), p. 229).

[472] See article 39 and commentary.

[473] See *Corfu Channel, Assessment of Amount of Compensation, Judgment, I.C.J. Reports 1949*, p. 244, at p. 250.

[474] *United States Diplomatic and Consular Staff in Tehran* (see footnote 59 above), pp. 31–33.

onus on the responsible State to show what proportion of the damage was *not* attributable to its conduct. It said:

> We think it clear that not all of the damage was done by the Chinese crew of the *Zafiro*. The evidence indicates that an unascertainable part was done by Filipino insurgents, and makes it likely that some part was done by the Chinese employees of the company. But we do not consider that the burden is on Great Britain to prove exactly what items of damage are chargeable to the *Zafiro*. As the Chinese crew of the *Zafiro* are shown to have participated to a substantial extent and the part chargeable to unknown wrongdoers can not be identified, we are constrained to hold the United States liable for the whole.
>
> In view, however, of our finding that a considerable, though unascertainable, part of the damage is not chargeable to the Chinese crew of the *Zafiro*, we hold that interest on the claims should not be allowed.[475]

(14) Concerns are sometimes expressed that a general principle of reparation of all loss flowing from a breach might lead to reparation which is out of all proportion to the gravity of the breach. However, the notion of "proportionality" applies differently to the different forms of reparation.[476] It is addressed, as appropriate, in the individual articles in chapter II dealing with the forms of reparation.

Article 32. Irrelevance of internal law

The responsible State may not rely on the provisions of its internal law as justification for failure to comply with its obligations under this Part.

Commentary

(1) Article 3 concerns the role of internal law in the characterization of an act as wrongful. Article 32 makes clear the irrelevance of a State's internal law to compliance with the obligations of cessation and reparation. It provides that a State which has committed an internationally wrongful act may not invoke its internal law as a justification for failure to comply with its obligations under this part. Between them, articles 3 and 32 give effect for the purposes of State responsibility to the general principle that a State may not rely on its internal law as a justification for its failure to comply with its international obligations.[477]Although practical difficulties may arise for a State organ confronted with an obstacle to compliance posed by the rules of the internal legal system under which it is bound to operate, the State is not entitled to oppose its internal law or practice as a legal barrier to the fulfilment of an international obligation arising under Part Two.

(2) Article 32 is modelled on article 27 of the 1969 Vienna Convention, which provides that a party may not invoke the provisions of its internal law as justification for its failure to perform a treaty. This general principle is equally applicable to the international obligations deriving from the rules of State responsibility set out in Part Two. The principle may be qualified by the relevant primary rule, or by a *lex specialis*, such as article 50 of the European Convention on Human Rights, which provides for just satisfaction in lieu of full reparation "if the internal law of the High Contracting Party concerned allows only partial reparation to be made".[478]

(3) The principle that a responsible State may not rely on the provisions of its internal law as justification for failure to comply with its obligations arising out of the commission of an internationally wrongful act is supported both by State practice and international decisions. For example, the dispute between Japan and the United States in 1906 over California's discriminatory education policies was resolved by the revision of the Californian legislation.[479] In the incident concerning article 61, paragraph 2, of the Weimar Constitution (Constitution of the Reich of 11 August 1919), a constitutional amendment was provided for in order to ensure the discharge of the obligation deriving from article 80 of the Treaty of Peace between the Allied and Associated Powers and Germany (Treaty of Versailles).[480] In the *Peter Pázmány University* case, PCIJ specified that the property to be returned should be "freed from any measure of transfer, compulsory administration, or sequestration".[481] In short, international law does not recognize that the obligations of a responsible State under Part Two are subject to the State's internal legal system nor does it allow internal law to count as an excuse for non-performance of the obligations of cessation and reparation.

Article 33. Scope of international obligations set out in this Part

1. The obligations of the responsible State set out in this Part may be owed to another State, to several States, or to the international community as a whole, depending in particular on the character and content of the international obligation and on the circumstances of the breach.

2. This Part is without prejudice to any right, arising from the international responsibility of a State, which may accrue directly to any person or entity other than a State.

Commentary

(1) Article 33 concludes the provisions of chapter I of Part Two by clarifying the scope and effect of the international obligations covered by the Part. In particular, *paragraph 1* makes it clear that identifying the State or States towards which the responsible State's obligations in Part Two exist depends both on the primary rule establishing

[475] The *Zafiro* case (see footnote 154 above), pp. 164–165.

[476] See articles 35 (*b*), 37, paragraph 3, and 39 and commentaries.

[477] See paragraphs (2) to (4) of the commentary to article 3.

[478] Article 41 of the Convention, as amended by Protocol No. 11 to the Convention for the Protection of Human Rights and Fundamental Freedoms, restructuring the control machinery established thereby. Other examples include article 32 of the Revised General Act for the Pacific Settlement of International Disputes and article 30 of the European Convention for the Peaceful Settlement of Disputes.

[479] See R. L. Buell, "The development of the anti-Japanese agitation in the United States", *Political Science Quarterly*, vol. 37 (1922), pp. 620 et seq.

[480] See *British and Foreign State Papers, 1919* (London, HM Stationery Office, 1922), vol. 112, p. 1094.

[481] *Appeal from a Judgment of the Hungaro/Czechoslovak Mixed Arbitral Tribunal (The Peter Pázmány University), Judgment, 1933, P.C.I.J., Series A/B, No. 61*, p. 208, at p. 249.

the obligation that was breached and on the circumstances of the breach. For example, pollution of the sea, if it is massive and widespread, may affect the international community as a whole or the coastal States of a region; in other circumstances it might only affect a single neighbouring State. Evidently, the gravity of the breach may also affect the scope of the obligations of cessation and reparation.

(2) In accordance with paragraph 1, the responsible State's obligations in a given case may exist towards another State, several States or the international community as a whole. The reference to several States includes the case in which a breach affects all the other parties to a treaty or to a legal regime established under customary international law. For instance, when an obligation can be defined as an "integral" obligation, the breach by a State necessarily affects all the other parties to the treaty.[482]

(3) When an obligation of reparation exists towards a State, reparation does not necessarily accrue to that State's benefit. For instance, a State's responsibility for the breach of an obligation under a treaty concerning the protection of human rights may exist towards all the other parties to the treaty, but the individuals concerned should be regarded as the ultimate beneficiaries and in that sense as the holders of the relevant rights. Individual rights under international law may also arise outside the framework of human rights.[483] The range of possibilities is demonstrated from the ICJ judgment in the *LaGrand* case, where the Court held that article 36 of the Vienna Convention on Consular Relations "creates individual rights, which, by virtue of Article I of the Optional Protocol, may be invoked in this Court by the national State of the detained person".[484]

(4) Such possibilities underlie the need for *paragraph 2* of article 33. Part Two deals with the secondary obligations of States in relation to cessation and reparation, and those obligations may be owed, *inter alia*, to one or several States or to the international community as a whole. In cases where the primary obligation is owed to a non-State entity, it may be that some procedure is available whereby that entity can invoke the responsibility on its own account and without the intermediation of any State. This is true, for example, under human rights treaties which provide a right of petition to a court or some other body for individuals affected. It is also true in the case of rights under bilateral or regional investment protection agreements. Part Three is concerned with the invocation of responsibility by other States, whether they are to be considered "injured States" under article 42, or other interested States under article 48, or whether they may be exercising specific rights to invoke responsibility under some special rule (art. 55). The articles do not deal with the possibility of the invocation of responsibility by persons or entities other than States, and paragraph 2 makes this clear. It will be a matter for the particular primary rule to determine whether and to what extent persons or entities other than States are entitled to invoke responsibility on their own account. Paragraph 2 merely recognizes the possibility: hence the phrase "which may accrue directly to any person or entity other than a State".

[482] See further article 42 (*b*) (ii) and commentary.

[483] Cf. *Jurisdiction of the Courts of Danzig* (footnote 82 above), pp. 17–21.

[484] *LaGrand, Judgment* (see footnote 119 above), para. 77. In the circumstances the Court did not find it necessary to decide whether the individual rights had "assumed the character of a human right" (para. 78).

Chapter II

REPARATION FOR INJURY

Commentary

Chapter II deals with the forms of reparation for injury, spelling out in further detail the general principle stated in article 31, and in particular seeking to establish more clearly the relations between the different forms of reparation, viz. restitution, compensation and satisfaction, as well as the role of interest and the question of taking into account any contribution to the injury which may have been made by the victim.

Article 34. Forms of reparation

Full reparation for the injury caused by the internationally wrongful act shall take the form of restitution, compensation and satisfaction, either singly or in combination, in accordance with the provisions of this chapter.

Commentary

(1) Article 34 introduces chapter II by setting out the forms of reparation which separately or in combination will discharge the obligation to make full reparation for the injury caused by the internationally wrongful act. Since the notion of "injury" and the necessary causal link between the wrongful act and the injury are defined in the statement of the general obligation to make full reparation in article 31,[485] article 34 need do no more than refer to "[f]ull reparation for the injury caused".

(2) In the *Factory at Chorzów* case, the injury was a material one and PCIJ dealt only with two forms of reparation, restitution and compensation.[486] In certain cases, satisfaction may be called for as an additional form of reparation. Thus, full reparation may take the form of restitution, compensation and satisfaction, as required by the circumstances. Article 34 also makes it clear that full reparation may only be achieved in particular cases by the combination of different forms of reparation. For example, re-establishment of the situation which existed before the breach may not be sufficient for full reparation because the wrongful act has caused additional material damage (e.g. injury flowing from the loss of the use of property wrongfully seized). Wiping out all the consequences of the wrongful act may thus require some or all forms of reparation to be provided, depending on the type and extent of the injury that has been caused.

[485] See paragraphs (4) to (14) of the commentary to article 31.

[486] *Factory at Chorzów, Merits* (see footnote 34 above), p. 47.

(3) The primary obligation breached may also play an important role with respect to the form and extent of reparation. In particular, in cases of restitution not involving the return of persons, property or territory of the injured State, the notion of reverting to the *status quo ante* has to be applied having regard to the respective rights and competences of the States concerned. This may be the case, for example, where what is involved is a procedural obligation conditioning the exercise of the substantive powers of a State. Restitution in such cases should not give the injured State more than it would have been entitled to if the obligation had been performed.[487]

(4) The provision of each of the forms of reparation described in article 34 is subject to the conditions laid down in the articles which follow it in chapter II. This limitation is indicated by the phrase "in accordance with the provisions of this chapter". It may also be affected by any valid election that may be made by the injured State as between different forms of reparation. For example, in most circumstances the injured State is entitled to elect to receive compensation rather than restitution. This element of choice is reflected in article 43.

(5) Concerns have sometimes been expressed that the principle of full reparation may lead to disproportionate and even crippling requirements so far as the responsible State is concerned. The issue is whether the principle of proportionality should be articulated as an aspect of the obligation to make full reparation. In these articles, proportionality is addressed in the context of each form of reparation, taking into account its specific character. Thus, restitution is excluded if it would involve a burden out of all proportion to the benefit gained by the injured State or other party.[488] Compensation is limited to damage actually suffered as a result of the internationally wrongful act, and excludes damage which is indirect or remote.[489] Satisfaction must "not be out of proportion to the injury".[490] Thus, each of the forms of reparation takes such considerations into account.

(6) The forms of reparation dealt with in chapter II represent ways of giving effect to the underlying obligation of reparation set out in article 31. There are not, as it were, separate secondary obligations of restitution, compensation and satisfaction. Some flexibility is shown in practice in terms of the appropriateness of requiring one form of reparation rather than another, subject to the requirement of full reparation for the breach in accordance with article 31.[491] To the extent that one form of reparation is dispensed with or is unavailable in the circumstances, others, especially compensation, will be correspondingly more important.

Article 35. Restitution

A State responsible for an internationally wrongful act is under an obligation to make restitution, that is, to re-establish the situation which existed before the wrongful act was committed, provided and to the extent that restitution:

(*a*) is not materially impossible;

(*b*) does not involve a burden out of all proportion to the benefit deriving from restitution instead of compensation.

Commentary

(1) In accordance with article 34, restitution is the first of the forms of reparation available to a State injured by an internationally wrongful act. Restitution involves the re-establishment as far as possible of the situation which existed prior to the commission of the internationally wrongful act, to the extent that any changes that have occurred in that situation may be traced to that act. In its simplest form, this involves such conduct as the release of persons wrongly detained or the return of property wrongly seized. In other cases, restitution may be a more complex act.

(2) The concept of restitution is not uniformly defined. According to one definition, restitution consists in re-establishing the *status quo ante*, i.e. the situation that existed prior to the occurrence of the wrongful act. Under another definition, restitution is the establishment or re-establishment of the situation that would have existed if the wrongful act had not been committed. The former definition is the narrower one; it does not extend to the compensation which may be due to the injured party for loss suffered, for example for loss of the use of goods wrongfully detained but subsequently returned. The latter definition absorbs into the concept of restitution other elements of full reparation and tends to conflate restitution as a form of reparation and the underlying obligation of reparation itself. Article 35 adopts the narrower definition which has the advantage of focusing on the assessment of a factual situation and of not requiring a hypothetical inquiry into what the situation would have been if the wrongful act had not been committed. Restitution in this narrow sense may of course have to be completed by compensation in order to ensure full reparation for the damage caused, as article 36 makes clear.

(3) Nonetheless, because restitution most closely conforms to the general principle that the responsible State is bound to wipe out the legal and material consequences of its wrongful act by re-establishing the situation that would exist if that act had not been committed, it comes first among the forms of reparation. The primacy of restitution was confirmed by PCIJ in the *Factory at Chorzów*

[487] Thus, in the judgment in the *LaGrand* case (see footnote 119 above), ICJ indicated that a breach of the notification requirement in article 36 of the Vienna Convention on Consular Relations, leading to a severe penalty or prolonged detention, would require reconsideration of the fairness of the conviction "by taking account of the violation of the rights set forth in the Convention" (p. 514, para. 125). This would be a form of restitution which took into account the limited character of the rights in issue.

[488] See article 35 (*b*) and commentary.

[489] See article 31 and commentary.

[490] See article 37, paragraph 3, and commentary.

[491] For example, the *Mélanie Lachenal* case (UNRIAA, vol. XIII (Sales No. 64.V.3), p. 117, at pp. 130–131 (1954)), where compensation was accepted in lieu of restitution originally decided upon, the Franco-Italian Conciliation Commission having agreed that restitution would require difficult internal procedures. See also paragraph (4) of the commentary to article 35.

case when it said that the responsible State was under "the obligation to restore the undertaking and, if this be not possible, to pay its value at the time of the indemnification, which value is designed to take the place of restitution which has become impossible". The Court went on to add that "[t]he impossibility, on which the Parties are agreed, of restoring the Chorzów factory could therefore have no other effect but that of substituting payment of the value of the undertaking for restitution".[492] It can be seen in operation in the cases where tribunals have considered compensation only after concluding that, for one reason or another, restitution could not be effected.[493] Despite the difficulties restitution may encounter in practice, States have often insisted upon claiming it in preference to compensation. Indeed, in certain cases, especially those involving the application of peremptory norms, restitution may be required as an aspect of compliance with the primary obligation.

(4) On the other hand, there are often situations where restitution is not available or where its value to the injured State is so reduced that other forms of reparation take priority. Questions of election as between different forms of reparation are dealt with in the context of Part Three.[494] But quite apart from valid election by the injured State or other entity, the possibility of restitution may be practically excluded, e.g. because the property in question has been destroyed or fundamentally changed in character or the situation cannot be restored to the *status quo ante* for some reason. Indeed, in some cases tribunals have inferred from the terms of the *compromis* or the positions of the parties what amounts to a discretion to award compensation rather than restitution. For example, in the *Walter Fletcher Smith* case, the arbitrator, while maintaining that restitution should be appropriate in principle, interpreted the *compromis* as giving him a discretion to award compensation and did so in "the best interests of the parties, and of the public".[495] In the *Aminoil* arbitration, the parties agreed that restoration of the *status quo ante* following the annulment of the concession by the Kuwaiti decree would be impracticable.[496]

(5) Restitution may take the form of material restoration or return of territory, persons or property, or the reversal of some juridical act, or some combination of them. Examples of material restitution include the release of detained individuals, the handing over to a State of an individual arrested in its territory,[497] the restitution of ships[498] or other types of property,[499] including documents, works of art, share certificates, etc.[500] The term "juridical restitution" is sometimes used where restitution requires or involves the modification of a legal situation either within the legal system of the responsible State or in its legal relations with the injured State. Such cases include the revocation, annulment or amendment of a constitutional or legislative provision enacted in violation of a rule of international law,[501] the rescinding or reconsideration of an administrative or judicial measure unlawfully adopted in respect of the person or property of a foreigner[502] or a requirement that steps be taken (to the extent allowed by international law) for the termination of a treaty.[503] In some cases, both material and juridical restitution may be involved.[504] In others, an international court or tribunal can, by determining the legal position with binding force for the parties, award what amounts to restitution under another form.[505] The term "restitution" in article 35 thus

[492] *Factory at Chorzów, Merits* (see footnote 34 above), p. 48.

[493] See, e.g., *British Claims in the Spanish Zone of Morocco* (footnote 44 above), pp. 621–625 and 651–742; *Religious Property Expropriated by Portugal*, UNRIAA, vol. I (Sales No. 1948.V.2), p. 7 (1920); *Walter Fletcher Smith*, *ibid*., vol. II (Sales No. 1949.V.1), p. 913, at p. 918 (1929); and *Heirs of Lebas de Courmont*, *ibid*., vol. XIII (Sales No. 64.V.3), p. 761, at p. 764 (1957).

[494] See articles 43 and 45 and commentaries.

[495] *Walter Fletcher Smith* (see footnote 493 above). In the *Greek Telephone Company* case, the arbitral tribunal, while ordering restitution, asserted that the responsible State could provide compensation instead for "important State reasons" (see J. G. Wetter and S. M. Schwebel, "Some little known cases on concessions", BYBIL, *1964*, vol. 40, p. 216, at p. 221.

[496] *Government of Kuwait* v. *American Independent Oil Company (Aminoil)* ILR, vol. 66, p. 519, at p. 533 (1982).

[497] Examples of material restitution involving persons include the *"Trent"* (1861) and *"Florida"* (1864) incidents, both involving the arrest of individuals on board ships (Moore, *Digest*, vol. VII, pp. 768 and 1090–1091), and the *United States Diplomatic and Consular Staff in Tehran* case in which ICJ ordered Iran to immediately release every detained United States national (see footnote 59 above), pp. 44–45.

[498] See, e.g., the *"Giaffarieh"* incident (1886) which originated in the capture in the Red Sea by an Egyptian warship of four merchant ships from Massawa under Italian registry, Società Italiana per l'Organizzazione Internazionale–Consiglio Nazionale delle Ricerche, *La prassi italiana di diritto internazionale*, 1st series (Dobbs Ferry, NY., Oceana, 1970), vol. II, pp. 901–902.

[499] For example, *Temple of Preah Vihear, Merits, Judgment, I.C.J. Reports 1962*, p. 6, at pp. 36–37, where ICJ decided in favour of a Cambodian claim which included restitution of certain objects removed from the area and the temple by Thai authorities. See also the *Hôtel Métropole* case, UNRIAA, vol. XIII (Sales No. 64.V.3), p. 219 (1950); the *Ottoz* case, *ibid*., p. 240 (1950); and the *Hénon* case, *ibid*., p. 248 (1951).

[500] In the *Bužau-Nehoiaşi Railway* case, an arbitral tribunal provided for the restitution to a German company of shares in a Romanian railway company, UNRIAA, vol. III (Sales No. 1949.V.2), p. 1839 (1939).

[501] For cases where the existence of a law itself amounts to a breach of an international obligation, see paragraph (12) of the commentary to article 12.

[502] For example, the *Martini* case, UNRIAA, vol. II (Sales No. 1949. V.1), p. 975 (1930).

[503] In the *Bryan-Chamorro Treaty* case (*Costa Rica* v. *Nicaragua*), the Central American Court of Justice decided that "the Government of Nicaragua, by availing itself of measures possible under the authority of international law, is under the obligation to re-establish and maintain the legal status that existed prior to the Bryan-Chamorro Treaty between the litigant republics in so far as relates to matters considered in this action" (*Anales de la Corte de Justicia Centroamericana* (San José, Costa Rica), vol. VI, Nos. 16–18 (December 1916–May 1917), p. 7); and AJIL, vol. 11, No. 3 (1917), p. 674, at p. 696; see also page 683.

[504] Thus, PCIJ held that Czechoslovakia was "bound to restore to the Royal Hungarian Peter Pázmány University of Budapest the immovable property claimed by it, freed from any measure of transfer, compulsory administration, or sequestration, and in the condition in which it was before the application of the measures in question" (*Appeal from a judgment of the Hungaro-Czechoslovak Mixed Arbitral Tribunal* (see footnote 481 above)).

[505] In the *Legal Status of Eastern Greenland* case, PCIJ decided that "the declaration of occupation promulgated by the Norwegian Government on July 10th, 1931, and any steps taken in this respect by that Government, constitute a violation of the existing legal situation and are accordingly unlawful and invalid" (*Judgment, 1933, P.C.I.J., Series A/B, No. 53*, p. 22, at p. 75). In the case of the *Free Zones of Upper Savoy and the District of Gex* (see footnote 79 above), the Court decided that France "must withdraw its customs line in accordance with

(*Continued on next page.*)

has a broad meaning, encompassing any action that needs to be taken by the responsible State to restore the situation resulting from its internationally wrongful act.

(6) What may be required in terms of restitution will often depend on the content of the primary obligation which has been breached. Restitution, as the first of the forms of reparation, is of particular importance where the obligation breached is of a continuing character, and even more so where it arises under a peremptory norm of general international law. In the case, for example, of unlawful annexation of a State, the withdrawal of the occupying State's forces and the annulment of any decree of annexation may be seen as involving cessation rather than restitution.[506] Even so, ancillary measures (the return of persons or property seized in the course of the invasion) will be required as an aspect either of cessation or restitution.

(7) The obligation to make restitution is not unlimited. In particular, under article 35 restitution is required "provided and to the extent that" it is neither materially impossible nor wholly disproportionate. The phrase "provided and to the extent that" makes it clear that restitution may be only partially excluded, in which case the responsible State will be obliged to make restitution to the extent that this is neither impossible nor disproportionate.

(8) Under article 35, *subparagraph* (a), restitution is not required if it is "materially impossible". This would apply where property to be restored has been permanently lost or destroyed, or has deteriorated to such an extent as to be valueless. On the other hand, restitution is not impossible merely on grounds of legal or practical difficulties, even though the responsible State may have to make special efforts to overcome these. Under article 32 the wrongdoing State may not invoke the provisions of its internal law as justification for the failure to provide full reparation, and the mere fact of political or administrative obstacles to restitution does not amount to impossibility.

(9) Material impossibility is not limited to cases where the object in question has been destroyed, but can cover more complex situations. In the *Forests of Central Rhodopia* case, the claimant was entitled to only a share in the forestry operations and no claims had been brought by the other participants. The forests were not in the same condition as at the time of their wrongful taking, and detailed inquiries would be necessary to determine their condition. Since the taking, third parties had acquired rights to them. For a combination of these reasons, restitution was denied.[507] The case supports a broad understanding of the impossibility of granting restitution, but it concerned questions of property rights within the legal system of the responsible State.[508] The position may be different where the rights and obligations in issue arise directly on the international plane. In that context restitution plays a particularly important role.

(10) In certain cases, the position of third parties may have to be taken into account in considering whether restitution is materially possible. This was true in the *Forests of Central Rhodopia* case. But whether the position of a third party will preclude restitution will depend on the circumstances, including whether the third party at the time of entering into the transaction or assuming the disputed rights was acting in good faith and without notice of the claim to restitution.

(11) A second exception, dealt with in article 35, *subparagraph* (b), involves those cases where the benefit to be gained from restitution is wholly disproportionate to its cost to the responsible State. Specifically, restitution may not be required if it would "involve a burden out of all proportion to the benefit deriving from restitution instead of compensation". This applies only where there is a grave disproportionality between the burden which restitution would impose on the responsible State and the benefit which would be gained, either by the injured State or by any victim of the breach. It is thus based on considerations of equity and reasonableness,[509] although with a preference for the position of the injured State in any case where the balancing process does not indicate a clear preference for compensation as compared with restitution. The balance will invariably favour the injured State in any case where the failure to provide restitution would jeopardize its political independence or economic stability.

Article 36. Compensation

1. The State responsible for an internationally wrongful act is under an obligation to compensate for the damage caused thereby, insofar as such damage is not made good by restitution.

2. The compensation shall cover any financially assessable damage including loss of profits insofar as it is established.

Commentary

(1) Article 36 deals with compensation for damage caused by an internationally wrongful act, to the extent that such damage is not made good by restitution. The notion of "damage" is defined inclusively in article 31, paragraph 2, as any damage whether material or moral.[510] Article 36, paragraph 2, develops this definition by specifying that compensation shall cover any financially

(*Footnote 505 continued.*)

the provisions of the said treaties and instruments; and that this régime must continue in force so long as it has not been modified by agreement between the Parties" (p. 172). See also F. A. Mann, "The consequences of an international wrong in international and municipal law", BYBIL, *1976–1977*, vol. 48, p. 1, at pp. 5–8.

[506] See above, paragraph (8) of the commentary to article 30.

[507] *Forests of Central Rhodopia* (see footnote 382 above), p. 1432.

[508] For questions of restitution in the context of State contract arbitration, see *Texaco Overseas Petroleum Company and California Asiatic Oil Company* v. *The Government of the Libyan Arab Republic* (1977), ILR, vol. 53, p. 389, at pp. 507–508, para. 109; *BP Exploration Company (Libya) Limited* v. *Government of the Libyan Arab Republic*, *ibid*., p. 297, at p. 354 (1974); and *Libyan American Oil Company (LIAMCO)* v. *Government of the Libyan Arab Republic ibid*., vol. 62, p. 141, at p. 200 (1977).

[509] See, e.g., J. H. W. Verzijl, *International Law in Historical Perspective* (Leiden, Sijthoff, 1973), part VI, p. 744, and the position taken by the Deutsche Gesellschaft für Völkerrecht (German International Law Association) in *Yearbook ... 1969*, vol. II, p. 149.

[510] See paragraphs (5) to (6) and (8) of the commentary to article 31.

Annex 55

U.N. Convention on the Law of the Sea, Meeting of States Parties, Eleventh Meeting, *Decision regarding the date of commencement of the ten-year period for making submissions to the Commission on the Limits of the Continental Shelf set out in article 4 of Annex II to the United Nations Convention on the Law of the Sea*, U.N. Doc. SPLOS/72 (29 May 2001)

United Nations Convention on the Law of the Sea SPLOS/72

Meeting of States Parties

Distr.: General
29 May 2001

Original: English

Meeting of States Parties
Eleventh Meeting
New York, 14-18 May 2001

Decision regarding the date of commencement of the ten-year period for making submissions to the Commission on the Limits of the Continental Shelf set out in article 4 of Annex II to the United Nations Convention on the Law of the Sea

The States Parties to the United Nations Convention on the Law of the Sea,

Recalling the responsibility of all States Parties to fulfil in good faith the obligations assumed by them under the Convention,

Recalling also that the members of the Commission on the Limits of the Continental Shelf were elected in March 1997 and that the Commission commenced its work as from 16 June 1997,

Recalling further that the first task before the Commission was to complete its organizational work,

Noting that it was only after the adoption by the Commission of its Scientific and Technical Guidelines on 13 May 1999 that States had before them the basic documents concerning submissions in accordance with article 76, paragraph 8, of the Convention,

Considering the problems encountered by States Parties, in particular developing countries, including small island developing States, in complying with the time limit set out in article 4 of Annex II to the Convention,

Decides that:

(a) In the case of a State Party for which the Convention entered into force before 13 May 1999, it is understood that the ten-year time period referred to in article 4 of Annex II to the Convention shall be taken to have commenced on 13 May 1999;

(b) The general issue of the ability of States, particularly developing States, to fulfil the requirements of article 4 of Annex II to the Convention be kept under review.

01-38764 (E) 310501

Annex 56

United Nations, Division for Ocean Affairs and the Law of the Sea, *Deposit by the Republic of Kenya of lists of geographical coordinates of points, pursuant to article 16, paragraph 2, and article 75, paragraph 2, of the Convention*, U.N. Doc. M.Z.N. 58.2006.LOS (25 Apr. 2006)

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United Nations Nations Unies

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TEL.: 1 (212) 963.1234 • FAX: 1 (212) 963.4879

REFERENCE: M.Z.N. 58. 2006. LOS (Maritime Zone Notification) 25 April 2006

United Nations Convention on the Law of the Sea concluded at Montego Bay, Jamaica on 10 December 1982

Deposit by the Republic of Kenya of lists of geographical coordinates of points, pursuant to article 16, paragraph 2, and article 75, paragraph 2, of the Convention

The Secretary-General of the United Nations communicates the following:

On 11 April 2006, the Republic of Kenya deposited with the Secretary-General, in accordance with article 16, paragraph 2, and article 75, paragraph 2, of the Convention, two lists of geographical coordinates of points, specifying the straight baselines from which the breadth of the territorial sea is measured and the outer limits of the exclusive economic zone of Kenya, together with illustrative map number SK 90 (edition 4), as contained in the Proclamation by the President of the Republic of Kenya of 9 June 2005, in respect of Kenya's territorial sea and exclusive economic zone (Legal Notice No. 82 (Legislative Supplement No. 34) published in Kenya Gazette No. 55 of 22 July 2005).

The coordinates are described in the World Geodetic System 1984 (WGS 84).

In the note accompanying the deposit, the Government of the Republic of Kenya stated that "the Proclamation, the first and second schedules attached thereto, together with the illustrative map deposited herewith constitute an adjustment to and are in replacement of the Proclamation made by the President of the Republic of Kenya on 28 February 1979".

The Proclamation of 9 June 2005, including the lists of geographical coordinates of points and the illustrative map, will be reproduced in *Law of the Sea Bulletin* No. 61.

The lists of geographical coordinates and the illustrative map, as deposited by Kenya, may be consulted at the Secretariat of the United Nations (Division for Ocean Affairs and the Law of the Sea, Office of Legal Affairs, DC2-0450, telephone: (212) 963-3962 or fax: (212) 963-5847).

V.G.

Annex 56

United Nations Nations Unies

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TEL.: 1 (212) 963.1234 • FAX: 1 (212) 963.4879

REFERENCE: M.Z.N. 58. 2006. LOS (Notification Zone Maritime) Le 25 avril 2006

Convention des Nations Unies sur le droit de la mer
conclue à Montego Bay, Jamaïque
le 10 décembre 1982

Dépôt par la République du Kenya
de listes de coordonnées géographiques des points,
en vertu du paragraphe 2 de l'article 16,
et du paragraphe 2 de l'article 75 de la Convention

Le Secrétaire général des Nations Unies communique ce qui suit:

Le 11 avril 2006, la République du Kenya a déposé auprès du Secrétaire général, conformément au paragraphe 2 de l'article 16, et au paragraphe 2 de l'article 75 de la Convention, deux listes de coordonnées géographiques des points déterminant les lignes de base droites à partir desquelles est mesurée la largeur de la mer territoriale et les limites extérieures de la zone économique exclusive de la République du Kenya, accompagnées par la carte illustrative numéro SK 90 (édition 4), telles que contenues dans la Proclamation du Président de la République du Kenya du 9 juin 2005, concernant la mer territoriale et la zone économique exclusive du Kenya (« Legal Notice No. 82 » (« Legislative Supplement No. 34 ») publiées dans « Kenya Gazette » numéro 55 du 22 juillet 2005).

Les coordonnées sont établies selon le système géodésique mondial 1984 (WGS 84).

Dans la note qui accompagne le dépôt, la République du Kenya déclare que « la Proclamation, la première et la deuxième liste des coordonnées y annexées ainsi que la carte illustrative conjointement déposée modifient et remplacent la Proclamation du Président de la République du Kenya du 28 février 1979 ».

La Proclamation du 9 juin 2005, ainsi que les listes de coordonnées géographiques des points et la carte illustrative, seront publiées dans le no. 61 du *Bulletin sur le droit de la mer*.

Le texte authentique des listes de coordonnées géographiques ainsi que la carte illustrative peuvent être consultés au Secrétariat (Division des affaires maritimes et du droit de la mer du Bureau des affaires juridiques, DC2-0450, téléphone: (212) 963-3962 ou télécopie: (212) 963-5847).

V.F.

Annex 57

United Nations, Commission on the Limits of the Continental Shelf, *Rules of Procedure of the Commission on the Limits of the Continental Shelf*, U.N. Doc. CLCS/40/Rev.1 (17 Apr. 2008)

United Nations Convention on the Law of the Sea CLCS/40/Rev.1

Commission on the Limits of the Continental Shelf

Distr.: General
17 April 2008

Original: English

Twenty-first session
New York, 17 March-18 April 2008

Rules of Procedure of the Commission on the Limits of the Continental Shelf

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08-30923 (E) 130508

Rule 46
Submissions in case of a dispute between States with opposite or adjacent coasts or in other cases of unresolved land or maritime disputes

1. In case there is a dispute in the delimitation of the continental shelf between opposite or adjacent States or in other cases of unresolved land or maritime disputes, submissions may be made and shall be considered in accordance with Annex I to these Rules.

2. The actions of the Commission shall not prejudice matters relating to the delimitation of boundaries between States.

Rule 47
Form and language of the submission

1. A submission shall conform to the requirements established by the Commission.[4]

2. A submission, as well as its annexes, attachments and other supporting material, shall be made in one of the official languages of the Commission. If made in an official language other than English, it shall be translated by the Secretariat into English. In order to enable the Secretary-General to make public the proposed outer limits pursuant to the submission, as envisaged in rule 50, the executive summary of the submission shall be translated expeditiously, given the time frame required for such translation by the rules of the Secretariat. Taking into account the volume and complexity of the main body and supporting scientific and technical data of the submission, a reasonable time should be allowed for the completion of the translation of the full submission, including its annexes and charts, and the conversion of the data, if necessary, before the Commission shall meet for consideration of the submission.

Rule 48
Recording of the submission

1. Each submission shall be recorded by the Secretary-General upon receipt.

2. The record shall contain the date of receipt of the submission, a list of attachments and annexes thereto and the date of entry into force of the Convention for the coastal State which made the submission.

Rule 49
Acknowledgement of the receipt of the submission

The Secretary-General shall promptly acknowledge by letter to the coastal State the receipt of its submission and attachments and annexes thereto, specifying the date of receipt.

[4] For the format of the submission, see paragraph 1 of annex III.

Annex I

Submissions in case of a dispute between States with opposite or adjacent coasts or in other cases of unresolved land or maritime disputes

1. The Commission recognizes that the competence with respect to matters regarding disputes which may arise in connection with the establishment of the outer limits of the continental shelf rests with States.

2. In case there is a dispute in the delimitation of the continental shelf between opposite or adjacent States, or in other cases of unresolved land or maritime disputes, related to the submission, the Commission shall be:

(a) Informed of such disputes by the coastal States making the submission; and

(b) Assured by the coastal States making the submission to the extent possible that the submission will not prejudice matters relating to the delimitation of boundaries between States.

3. A submission may be made by a coastal State for a portion of its continental shelf in order not to prejudice questions relating to the delimitation of boundaries between States in any other portion or portions of the continental shelf for which a submission may be made later, notwithstanding the provisions regarding the ten-year period established by article 4 of Annex II to the Convention.

4. Joint or separate submissions to the Commission requesting the Commission to make recommendations with respect to delineation may be made by two or more coastal States by agreement:

(a) Without regard to the delimitation of boundaries between those States; or

(b) With an indication, by means of geodetic coordinates, of the extent to which a submission is without prejudice to the matters relating to the delimitation of boundaries with another or other States Parties to this Agreement.

5. (a) In cases where a land or maritime dispute exists, the Commission shall not consider and qualify a submission made by any of the States concerned in the dispute. However, the Commission may consider one or more submissions in the areas under dispute with prior consent given by all States that are parties to such a dispute.

(b) The submissions made before the Commission and the recommendations approved by the Commission thereon shall not prejudice the position of States which are parties to a land or maritime dispute.

6. The Commission may request a State making a submission to cooperate with it in order not to prejudice matters relating to the delimitation of boundaries between opposite or adjacent States.

Annex 58

U.N. Convention on the Law of the Sea, Meeting of States Parties, Eighteenth Meeting, *Decision regarding the workload of the Commission on the Limits of the Continental Shelf and the ability of States, particularly developing States, to fulfil the requirements of article 4 of annex II to the United Nations Convention on the Law of the Sea, as well as the decision contained in SPLOS/72, paragraph (a)*, U.N. Doc. SPLOS/183 (20 June 2008)

United Nations Convention on the Law of the Sea SPLOS/183

Meeting of States Parties

Distr.: General
20 June 2008

Original: English

Eighteenth Meeting
New York, 13-20 June 2008

Decision regarding the workload of the Commission on the Limits of the Continental Shelf and the ability of States, particularly developing States, to fulfil the requirements of article 4 of annex II to the United Nations Convention on the Law of the Sea, as well as the decision contained in SPLOS/72, paragraph (a)

The Meeting of States Parties,

Recalling the responsibility of all States parties to fulfil in good faith the obligations assumed by them under the United Nations Convention on the Law of the Sea,

Recalling also that the rights of the coastal State over the continental shelf do not depend on occupation, effective or notional, or any express proclamation,

Noting the importance of the delineation of the outer limits of the continental shelf beyond 200 nautical miles and that it is in the broader interest of the international community that States with a continental shelf beyond 200 nautical miles submit information on the outer limits of the continental shelf beyond 200 nautical miles to the Commission on the Limits of the Continental Shelf for examination in accordance with article 76 of the Convention,

Recalling the importance of the work of the Commission for coastal States and the international community as a whole,

Mindful of the increasing workload of the Commission owing to an increasing number of submissions and the need to ensure that the Commission can perform its functions under the Convention effectively and maintain its high level of quality and expertise,

Recalling the decision of the eleventh Meeting of States Parties regarding the date of commencement of the 10-year period for making submissions to the Commission set out in article 4 of annex II to the United Nations Convention on the Law of the Sea,[1]

[1] SPLOS/72.

08-39876 (E) 030708

Recalling also the decision of the seventeenth Meeting of States Parties to continue to address as a matter of priority issues related to the workload of the Commission, and to take up at the eighteenth Meeting the general issue of the ability of States, particularly developing States, to fulfil the requirements of article 4 of annex II to the Convention, as well as the decision contained in SPLOS/72, paragraph (a),

Recognizing that some coastal States, in particular developing countries, including small island developing States, continue to face particular challenges in submitting information to the Commission in accordance with article 76 of the Convention and article 4 of annex II to the Convention, as well as the decision contained in SPLOS/72, paragraph (a), due to a lack of financial and technical resources and relevant capacity and expertise, or other similar constraints,

1. *Decides* that:

(a) It is understood that the time period referred to in article 4 of annex II to the Convention and the decision contained in SPLOS/72, paragraph (a), may be satisfied by submitting to the Secretary-General preliminary information indicative of the outer limits of the continental shelf beyond 200 nautical miles and a description of the status of preparation and intended date of making a submission in accordance with the requirements of article 76 of the Convention and with the Rules of Procedure[2] and the Scientific and Technical Guidelines of the Commission on the Limits of the Continental Shelf;[3]

(b) Pending the receipt of the submission in accordance with the requirements of article 76 of the Convention and with the Rules of Procedure and the Scientific and Technical Guidelines of the Commission, preliminary information submitted in accordance with subparagraph (a) above shall not be considered by the Commission;

(c) Preliminary information submitted by a coastal State in accordance with subparagraph (a) is without prejudice to the submission in accordance with the requirements of article 76 of the Convention and with the Rules of Procedure and the Scientific and Technical Guidelines of the Commission, and the consideration of the submission by the Commission;

(d) The Secretary-General shall inform the Commission and notify member States of the receipt of preliminary information in accordance with subparagraph (a), and make such information publicly available, including on the website of the Commission;

2. *Encourages* coastal States, where appropriate, to take advantage of available data and opportunities for scientific and technical capacity-building, advice and assistance, including from relevant national, regional and other intergovernmental bodies and organizations, as well as the Commission;

3. *Requests* the Commission to compile a list of publicly available scientific and technical data relevant to the preparation of submissions to the Commission, and to publicize the list, including by posting the list on the website of the Commission;

[2] CLCS/40/Rev.1.

[3] CLCS/11 and Corr.1 and Corr.2; CLCS/11/Add.1 and Corr.1.

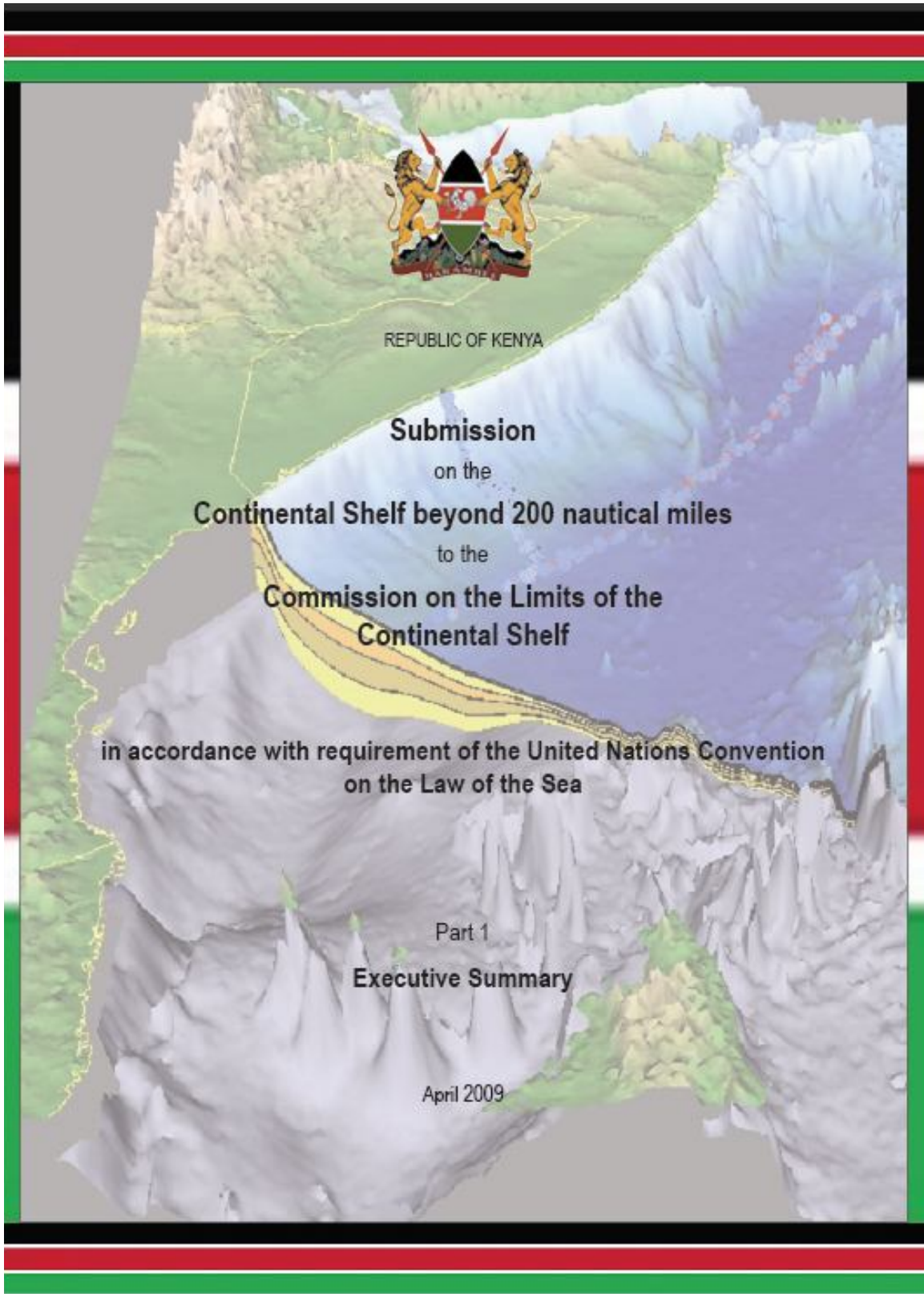
4. *Welcomes* the availability on the website of the Commission of information relating to scientific and technical capacity-building, advice and assistance available to coastal States in the preparation of submissions to the Commission;

5. *Calls upon* States parties to contribute voluntarily to the Trust Funds, with a view to facilitating the participation of the members of the Commission from developing States in the meetings of the Commission, as well as to facilitating the preparation of submissions to the Commission on the Limits of the Continental Shelf for developing States, in particular the least developed countries and small island developing States, and compliance with article 76 of the United Nations Convention on the Law of the Sea;

6. *Decides* to take up the issues related to the workload of the Commission at the next Meeting of States Parties under the item "Commission on the Limits of the Continental Shelf: Workload of the Commission".

Annex 59

Republic of Kenya, *Submission on the Continental Shelf Submission beyond 200 nautical miles to the Commission on the Limits of the Continental Shelf: Executive Summary* (Apr. 2009)


REPUBLIC OF KENYA
Submission
on the
Continental Shelf beyond 200 nautical miles
to the
Commission on the Limits of the
Continental Shelf
in accordance with requirement of the United Nations Convention
on the Law of the Sea
Part 1
Executive Summary
April 2009

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3.	Maps and Coordinates	8
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ANNEXES

Table listing the points defining the outer limit of Kenya's extended continental shelf (Degrees, Minutes and Seconds)……...**KEN-ES-DOC-ANNEX 1**

Table listing the points defining the outer limit of Kenya's extended continental shelf (Decimal Degrees)…….. .**KEN-ES-DOC-ANNEX 2**

MAPS

(A0 Executive Summary map supplied separately)

The outer limit of the continental shelf of Kenya.....…….....**KEN-ES-DOC-MAP 1**

The outer limit of the continental shelf of Kenya showing Article 76 fixed points……..……..…...**KEN-ES-DOC-MAP 2**

1. INTRODUCTION

1-1 This Executive Summary document has been prepared as part of the Submission by the Republic of Kenya to the Commission on the Limits of the Continental Shelf ('the Commission') pursuant to paragraph 8 of Article 76 of the 1982 United Nations Convention on the Law of the Sea ('the Convention') in support of the establishment by Kenya of the outer limits of the continental shelf beyond 200 nautical miles (M) from the baselines from which the breadth of the territorial sea of Kenya is measured (hereinafter referred to as 'the territorial sea baseline').

1-2 Kenya is a coastal State in East Africa bound by latitudes 5° 40' north and 4° 40' south and longitudes 33° 50' and 41°45' east. It is bordered by Ethiopia to the north, Somalia to the northeast, Tanzania to the south, Uganda to the west, and Sudan to the northwest. The country's population is estimated at 33,400,000 (2005 estimates) and covers a total area of 582,646 km^2 with land covering approximately 571,416 km^2. The coastline of Kenya extends approximately 536 km in a south-westerly direction commencing from the border with Somalia in the north at 1^0 41' S, to the border with Tanzania in the south at 4^0 40' S. The coastal region is dominated by coral reefs, sea grass beds and mangroves with large expanses of sandy substrates and river inputs from Kenya's two largest rivers, the *Tana* and *Athi*, which flow into the South West Indian Ocean.

1-3 Kenya is a Party to the Convention, which it signed on the day it was opened for signature on 10 December 1982 and later ratified it on 2 March 1989. The maritime space over which Kenya exercises sovereignty, sovereign rights and jurisdiction has been determined on

the basis of the provisions of the Convention, as implemented by the following legislation and proclamations: the *Territorial Waters Act*, 1972; the *Maritime Zones Act, 1989, Cap. 371*; and, the *Presidential Proclamation* of 9 June 2005 published in the Kenya Gazette Notice No. 55 of 22 July 2005 in respect of Kenya's territorial sea and exclusive economic zone (Legal Notice No. 82 (Legislative Supplement No. 34). This proclamation, which was deposited with the United Nations and reproduced in *Law of the Sea Bulletin No. 61*, contains an illustrative map number SK 90 (edition 4) and two lists of geographical coordinates of points, specifying the straight baselines from which the breadth of the territorial sea is measured and the outer limits of the Exclusive Economic Zone (EEZ).

1-4 The Government of Kenya intends to proclaim the outer limits of the continental shelf following the making of recommendations by the Commission pursuant to paragraph 8 of Article 76. The proclaimed outer limits will be established on the basis of those recommendations.

1-5 Under Article 4 of Annex II to the Convention, as supplemented by the decisions of the Eleventh (SPLOS/72) and Eighteenth (SPLOS/183) Meetings of the States Parties to the Convention respectively regarding the ten-year period established by article 4 of Annex II to the Convention, a coastal State for which the Convention entered into force before 13 May 1999 is requested to submit particulars of the outer limits of the continental shelf to the Commission, together with supporting scientific and technical data by 13 May 2009. This Submission by Kenya satisfies that request.

1-6 The Government of Kenya has for the purposes of preparing this Submission applied the following: the relevant provisions of Article 76 of the Convention; the *Statement of Understanding Concerning a Specific Method to be Used in Establishing the Outer Edge of the Continental Margin*, contained in Annex II to the Final Act of the Third United Nations Conference on the Law of the Sea (hereinafter referred to as 'the Statement of Understanding'); the relevant provisions of the *Rules of Procedure of the Commission on the Limits of the Continental Shelf* (CLCS/40/Rev. 1) adopted by the Commission on 17 April 2008 (hereinafter referred to as 'the Rules of Procedure'); and, the recommendations contained in the *Scientific and Technical Guidelines of the Commission on the Limits of the Continental Shelf* (CLCS/11) adopted by the Commission on 13 May 1999 (hereinafter referred to as 'the Guidelines').

1-7 In accordance with the specifications of the Commission set out in Annex III to the Rules of Procedure and paragraphs 9.1.3 to 9.1.6 of the Guidelines, the Submission by Kenya consists of three separate parts comprising an Executive Summary; a core analytical and descriptive part of the submission ('the Main Body'); and, a part containing the required supporting scientific and technical data, arranged in a series of annexes ('supporting scientific and technical data').

1-8 The part of the continental shelf lying beyond 200M from the territorial sea baseline of Kenya is referred to in this submission as the 'extended continental shelf'.

2. DETERMINATION OF THE OUTER LIMITS OF THE CONTINENTAL SHELF OF KENYA

2-1 As provided for under paragraph 1 of Article 76 of the Convention, Kenya has a continental shelf comprising the seabed and subsoil of the submarine areas that extends beyond its territorial sea throughout the natural prolongation of its land territory to the outer edge of the continental margin, up to the limits provided for in Article 76 of the Convention.

2-2 Both article 76 and the Statement of Understanding contain provisions setting out the manner in which a coastal State may establish the outer edge of its continental margin wherever it extends beyond 200 M measured from the territorial sea baselines.

2-3 Article 76 of the Convention contains provisions setting out the modalities in which a coastal State may establish its extended continental shelf.

2-4 The data submitted by Kenya in support of this Submission establish that the outer edge of the continental margin appurtenant to Kenya's land territory extends beyond 200 M measured from the territorial sea baseline.

2-5 For the purposes of establishing the outer edge of the continental margin, Kenya has applied the specific method contained in the Statement of Understanding. In this regard, the Government of Kenya is firmly of the view that the application of the specific method set out in the Statement of Understanding is consistent with the terms of the Statement of Understanding having regard to the particular and special

characteristics of the continental margin of Kenya and recognizing the inequity that would arise in the event that Kenya were to be required to apply the provisions of paragraph 4 of Article 76 under these circumstances. To the extent that a coastal State applying the terms of the Statement of Understanding is required to furnish scientific and technical material to the Commission for the purpose of demonstrating that the conditions for the application of the specific method have been satisfied, Kenya has done so in the Main Body of the Submission.

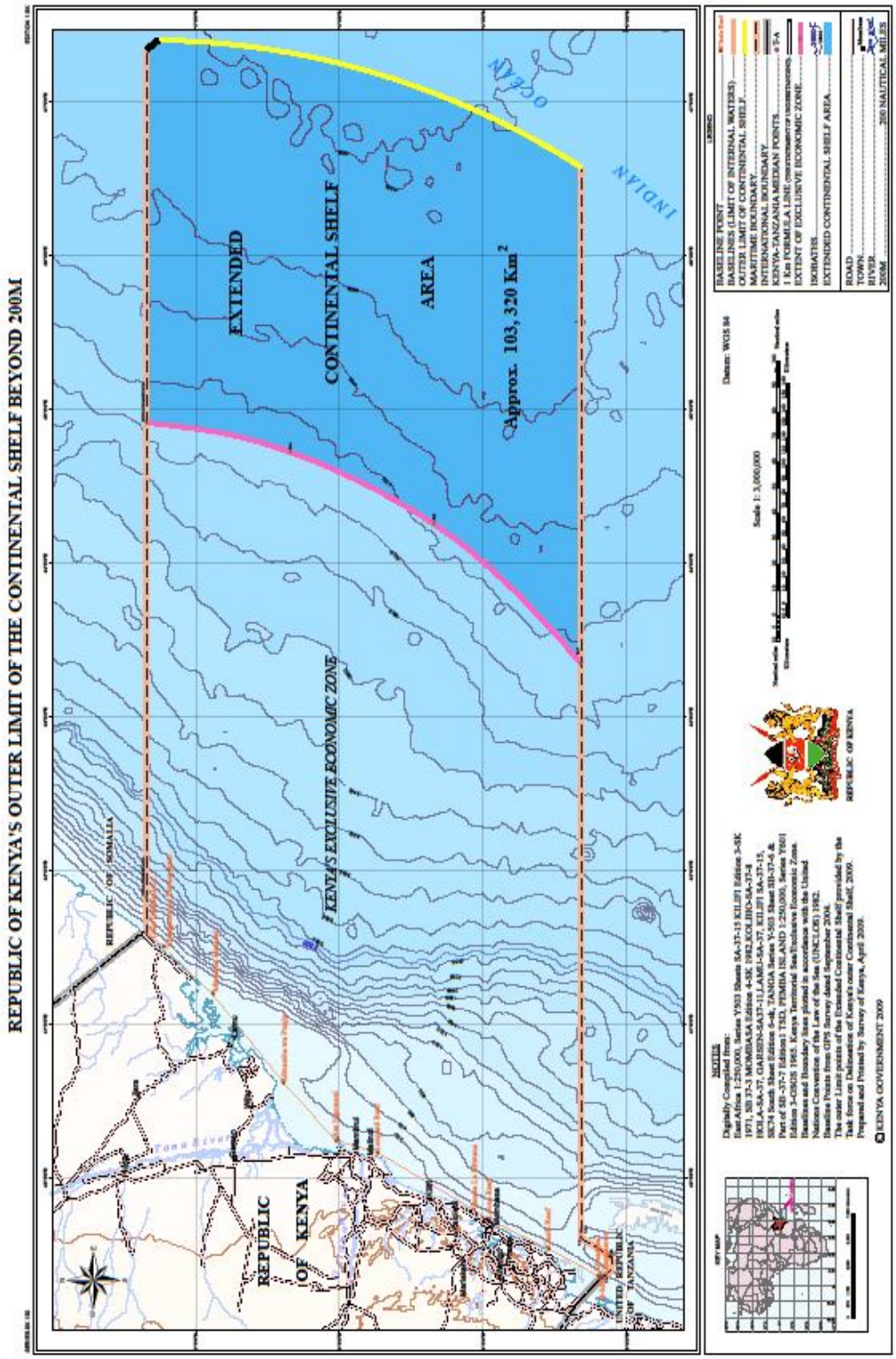
2-6 As set out in paragraph 7 of Article 76 of the Convention, a coastal State is to delineate the outer limits of the extended continental shelf by straight lines not exceeding 60 M in length, connecting fixed points ('fixed points') defined by coordinates of latitude and longitude.

2-7 **Part 8** of this Executive Summary document provides an overview of the extended continental shelf, including an outline of the Article 76 fixed points used to construct the outer limit line.

3. MAPS AND COORDINATES

3-1 Two maps at an appropriate scale are included in this Executive Summary as **KEN-ES-DOC-Map 1** and **KEN-ES-DOC-Map 2** respectively, and as separate A0-size maps (see: list of maps and figures on page 3). The first map provides an overview of the area of extended continental shelf. The second map provides an overview of the area of extended continental shelf, together with the location of the Article 76 fixed points that define the outer limit of the extended continental shelf.

3-2 Lists of coordinates of the Article 76 fixed points that define the outer limit of the extended continental shelf of Kenya are supplied in two annexes. The first (**KEN-ES-DOC-ANNEX 1**) lists the fixed points defining the outer limit in degrees, minutes and seconds. The second (**KEN- ES-DOC-ANNEX 2**) lists the same points in decimal degrees. The provision of Article 76 invoked to define each fixed point, as well as the distance between adjacent points, is indicated in both annexes. In the event of any discrepancy between the two formats of the coordinates for a particular Article 76 fixed point, Kenya relies upon the coordinates farthest seaward from its territorial sea baseline, subject to compliance with the requirements of the relevant provisions of Article 76 of the Convention.



KEN-ES-DOC-MAP 1: Map depicting the outer limit of the extended continental shelf of Kenya

4. PROVISIONS OF ARTICLE 76 AND THE STATEMENT OF UNDERSTANDING INVOKED

Kenya invokes the specific method for the establishment of the outer edge of the continental margin set out in the Statement of Understanding, together with paragraphs 5, 6 and 7 of Article 76 of the Convention in support of this Submission.

5. COMMISSION MEMBERS WHO PROVIDED ADVICE ON THE SUBMISSION

Kenya was assisted by Mr. Harald Brekke, a Member of the Commission (1997-present) and Dr Karl Hinz, a former Member of the Commission (1997-2002) during the preparation of this Submission.

6. INSTITUTIONS AND ADVISORS THAT CONTRIBUTED TO THIS SUBMISSION

This Submission by the Republic of Kenya to the Commission on the Limits of the Continental Shelf was prepared by the Taskforce on Kenya's Outer Continental Shelf that had membership drawn from the following Government institutions:

- Office of the President
- Ministry of Foreign Affairs
- State Law Office
- Ministry of Environment and Mineral Resources
- Ministry of Higher Education, Science and Technology

- Ministry of Lands
- National Oil Corporation of Kenya
- Ministry of Energy
- University of Nairobi

The following advisor and institutions provided assistance to the Government of Kenya during the preparation of this Submission:

- Mr Joshua Brien, Legal Adviser, Commonwealth Secretariat, London
- The Commonwealth Secretariat, London
- UNEP/GRID-Arendal, the coordinators of UNEP Shelf Programme
- United Nations Division for Ocean Affairs and the Law of the Sea (UN DOALOS)

7. MARITIME DELIMITATIONS

7-1 Kenya has overlapping maritime claims with the adjacent coastal States of Somalia to the north and with the United Republic of Tanzania to the south.

7-2 An agreement is in place between Kenya and Tanzania concerning the delimitation of maritime boundaries between the two countries through an *Exchange of Notes between the United Republic of Tanzania and Kenya concerning the Delimitation of the Territorial Waters Boundary between the Two States,* which was established by an exchange of notes on 17 December 1975 and 9 July 1976 respectively ('the

Exchange of Notes'). Through the Exchange of Notes, the two countries have agreed to a single line delimiting the territorial sea and exclusive economic zone boundary between the two countries.
In addition the two countries have agreed to a maritime boundary extending from the 1976 agreement to the continental shelf.

7-3 Section 4(4) of the *Maritime Zones Act, 1989* provides that the exclusive economic zone boundary between Kenya and Somalia shall be delimited by notice in the Gazette by the Minister pursuant to an agreement between Kenya and Somalia on the basis of international law. Subsequently, the two countries have signed a Memorandum of Understanding (MOU) dated 7 April 2009 granting each other no objection in respect of submissions on the outer limits of the continental shelf to the Commission on Limits of the Continental Shelf.

8. OVERVIEW OF THE EXTENDED CONTINENTAL SHELF OF KENYA

8-1 The extended continental shelf of Kenya is composed of the submerged prolongation of the landmass of Kenya extending seaward in a south-easterly trend toward Seychelles in the Western Somali basin—a large oceanic basin which is believed to have been created as a result of a process of seafloor spreading associated with the Bajocian to Aptian separation of the Madagascar-India-Antarctica plate from Africa—and extends into the northern part of the Madagascar Basin. The Davie Fracture Zone, an approximately 1,200km long north-south trending morphological feature, which intersects with the coast of Kenya, also features prominently and marks the western boundary of the Western Somali Basin and the Madagascar Basin in this area.

8-2 The continental margin appurtenant to the landmass of Kenya is a typical passive margin, exhibiting rifted and transform sections and is characterised by a narrow continental shelf, a steep slope (particularly in the rifted part of the margin), an extensive and indistinct rise (particularly in the transform part of the margin) and, a thick and extensive sequence of sedimentary rocks.

8-3 The outer limit of the extended continental shelf of Kenya encloses an area of approximately **103,320 km²** extending beyond 200 M from the territorial sea baseline of Kenya.

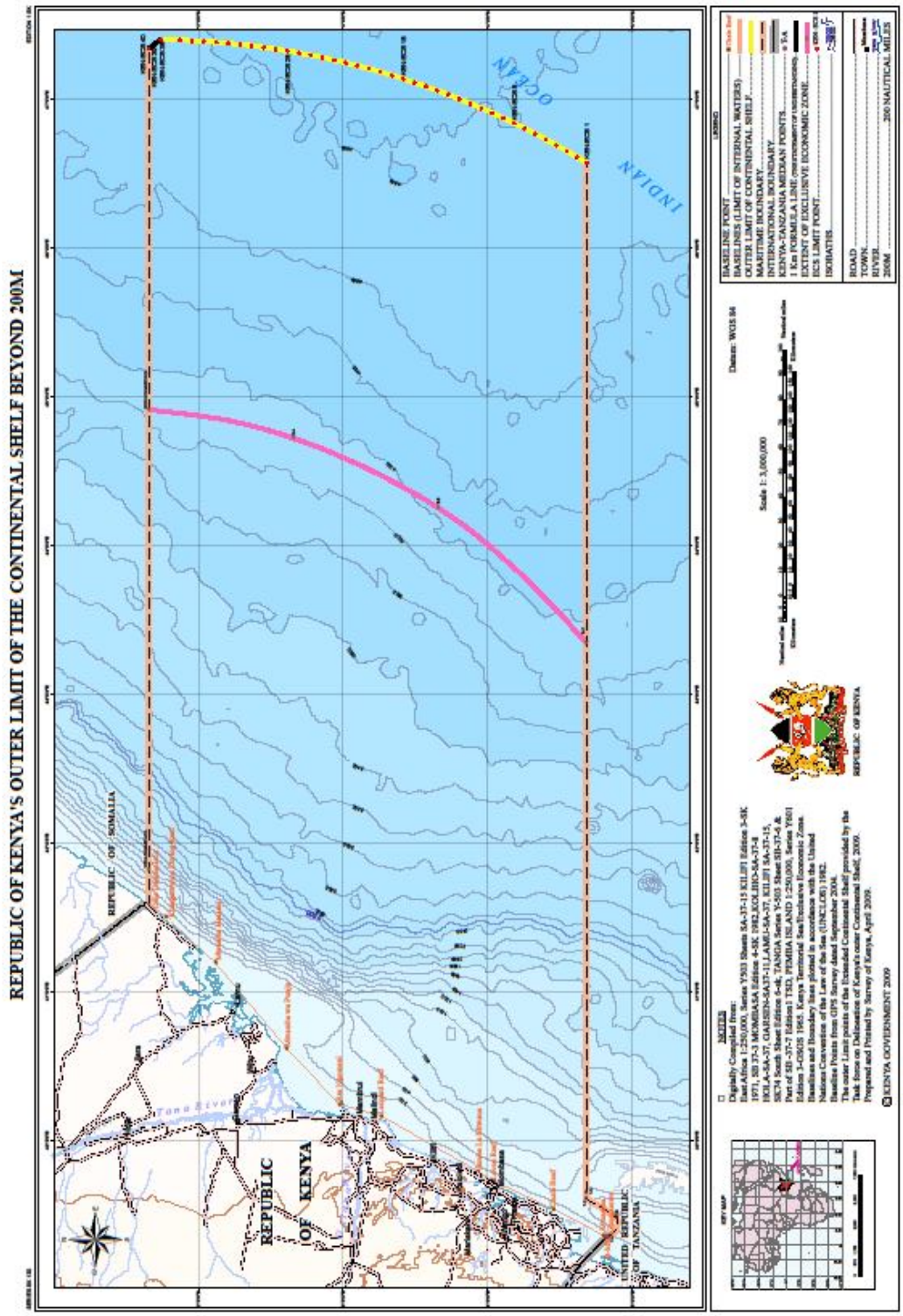
8-4 Kenya has determined the outer limits of the extended continental shelf by constructing an outer limit line composed of **40** fixed points, of which:

- 1 point (**KEN-ECS-1**), where the outer limit line delineating the extended continental shelf of Kenya (350 M constraint) intersects a hypothetical line constructed as an extension of the existing boundary line agreed between Kenya and Tanzania;
- 37 points (**KEN-ECS-2—KEN-ECS-38**) are defined by the constraint line 350 M from Kenya's territorial sea baseline (Article 76, paragraph 5 of the Convention);
- 1 point **(KEN-ECS-39**) defined by fixed point (FP-Sed6) at which the thickness of the sedimentary rock is not less than 1 km (Statement of Understanding, paragraph 3);
- 1 point (**KEN-ECS-40**), where the outer limit line delineating the outer edge of the continental margin of Kenya intersects

a hypothetical line constructed as an extension of the unsettled boundary line between Kenya and Somalia.

8-5 Each successive pair of fixed points defining the outer limit of the extended continental shelf of Kenya is connected by geodesics not exceeding 6 M in length, drawn in accordance with paragraph 5 of Article 76 of the Convention.

8-6 The list of fixed points delineating the outer limits of the extended continental shelf of Kenya is supplied at **KEN-ES-DOC-ANNEX 1** and **KEN-ES-DOC-ANNEX 2** to this Executive Summary document.



KEN-ES-DOC-Map 2: Map depicting the outer limit of the extended continental shelf of Kenya showing the provisions of article 76 and the Statement of Understanding invoked.

9. NOTE OF AUTHENTICATION

All maps, figures, charts and databases forming part of the Submission by Kenya were prepared by Taskforce on Kenya's Outer Continental Shelf and the Survey of Kenya, the latter being the institution entrusted by the Government of Kenya with the responsibility for preparing such materials and for certifying their quality and reliability.

KEN-ES-DOC-ANNEX 1: Table Listing the Fixed Points Delimiting the Outer Limits of the Extended Continental Shelf of Kenya (degrees, minutes, seconds)

Point ID	Longitude (East)			Latitude (South)			Distance to next Point (M)	UNCLOS Criterion
	Deg	Min	Sec	Deg	Min	Sec		
KEN-ECS 1	46	34	36.02	4	41	00.29	-	350 M constraint line
KEN-ECS 2	46	36	57.97	4	36	51.32	4.78	350 M constraint line
KEN-ECS 3	46	39	26.81	4	32	29.46	5	350 M constraint line
KEN-ECS 4	46	41	51.89	4	28	05.48	5	350 M constraint line
KEN-ECS 5	46	44	13.19	4	23	39.45	5	350 M constraint line
KEN-ECS 6	46	46	30.65	4	19	11.42	5	350 M constraint line
KEN-ECS 7	46	48	44.30	4	14	41.44	5	350 M constraint line
KEN-ECS 8	46	50	54.06	4	10	09.58	5	350 M constraint line
KEN-ECS 9	46	52	59.94	4	05	35.88	5	350 M constraint line
KEN-ECS 10	46	55	01.90	4	01	00.40	5	350 M constraint line
KEN-ECS 11	46	56	59.92	3	56	23.21	5	350 M constraint line
KEN-ECS 12	46	58	53.96	3	51	44.35	5	350 M constraint line
KEN-ECS 13	47	00	44.03	3	47	03.89	5	350 M constraint line
KEN-ECS 14	47	02	30.10	3	42	21.87	5	350 M constraint line
KEN-ECS 15	47	04	12.15	3	37	38.36	5	350 M constraint line
KEN-ECS 16	47	05	50.14	3	32	53.43	5	350 M constraint line
KEN-ECS 17	47	07	24.07	3	28	07.11	5	350 M constraint line
KEN-ECS 18	47	08	53.92	3	23	19.47	5	350 M constraint line
KEN-ECS 19	47	10	19.67	3	18	30.57	5	350 M constraint line
KEN-ECS 20	47	11	41.31	3	13	40.48	5	350 M constraint line
KEN-ECS 21	47	12	58.81	3	08	49.25	5	350 M constraint line
KEN-ECS 22	47	14	12.18	3	03	56.93	5	350 M constraint line
KEN-ECS 23	47	15	21.39	2	59	03.59	5	350 M constraint line
KEN-ECS 24	47	16	26.44	2	54	09.29	5	350 M constraint line
KEN-ECS 25	47	17	27.27	2	49	14.08	5	350 M constraint line
KEN-ECS 26	47	18	23.93	2	44	18.04	5	350 M constraint line
KEN-ECS 27	47	19	16.41	2	39	21.21	5	350 M constraint line
KEN-ECS 28	47	20	04.64	2	34	23.66	5	350 M constraint line
KEN-ECS 29	47	20	48.66	2	29	25.45	5	350 M constraint line
KEN-ECS 30	47	21	28.45	2	24	26.64	5	350 M constraint line
KEN-ECS 31	47	22	04.00	2	19	27.29	5	350 M constraint line
KEN-ECS 32	47	22	35.30	2	14	27.46	5	350 M constraint line
KEN-ECS 33	47	23	02.38	2	09	27.21	5	350 M constraint line

KEN-ECS 34	47	23	25.18	2	04	26.61	5	350 M constraint line
KEN-ECS 35	47	23	43.72	1	59	25.70	5	350 M constraint line
KEN-ECS 36	47	23	58.01	1	54	24.56	5	350 M constraint line
KEN-ECS 37	47	24	08.04	1	49	23.25	5	350 M constraint line
KEN-ECS 38	47	24	13.79	1	44	21.82	5	350 M constraint line
KEN-ECS 39	47	20	38.46	1	39	52.79	5.74	Statement of Understanding, paragraph 3
KEN-ECS 40	47	20	38.46	1	39	34.25	0.31	Statement of Understanding, Paragraph 3

KEN-ES-DOC-ANNEX 2: Table Listing the Fixed Points Delimiting the Outer Limits of the Extended Continental Shelf of Kenya (Decimal Degrees)

Point ID	Longitude (decimal deg)	Latitude (decimal deg)	Distance (M)	UNCLOS Criterion
KEN-ECS 1	46.576672	-4.683413	-	350 M constraint line
KEN-ECS 2	46.616104	-4.614256	4.78	350 M constraint line
KEN-ECS 3	46.657448	-4.541517	5	350 M constraint line
KEN-ECS 4	46.697746	-4.468189	5	350 M constraint line
KEN-ECS 5	46.736996	-4.394292	5	350 M constraint line
KEN-ECS 6	46.775181	-4.319839	5	350 M constraint line
KEN-ECS 7	46.812305	-4.244845	5	350 M constraint line
KEN-ECS 8	46.848351	-4.169327	5	350 M constraint line
KEN-ECS 9	46.883316	-4.093300	5	350 M constraint line
KEN-ECS 10	46.917194	-4.016779	5	350 M constraint line
KEN-ECS 11	46.949978	-3.939781	5	350 M constraint line
KEN-ECS 12	46.981655	-3.862320	5	350 M constraint line
KEN-ECS 13	47.012230	-3.784413	5	350 M constraint line
KEN-ECS 14	47.041695	-3.706075	5	350 M constraint line
KEN-ECS 15	47.070042	-3.627323	5	350 M constraint line
KEN-ECS 16	47.097260	-3.548174	5	350 M constraint line
KEN-ECS 17	47.123352	-3.468641	5	350 M constraint line
KEN-ECS 18	47.148312	-3.388742	5	350 M constraint line
KEN-ECS 19	47.172131	-3.308493	5	350 M constraint line
KEN-ECS 20	47.194809	-3.227912	5	350 M constraint line
KEN-ECS 21	47.216335	-3.147013	5	350 M constraint line
KEN-ECS 22	47.236717	-3.065814	5	350 M constraint line
KEN-ECS 23	47.255943	-2.984331	5	350 M constraint line
KEN-ECS 24	47.274010	-2.902580	5	350 M constraint line
KEN-ECS 25	47.290909	-2.820579	5	350 M constraint line
KEN-ECS 26	47.306648	-2.738344	5	350 M constraint line
KEN-ECS 27	47.321224	-2.655892	5	350 M constraint line
KEN-ECS 28	47.334621	-2.573239	5	350 M constraint line
KEN-ECS 29	47.346851	-2.490404	5	350 M constraint line
KEN-ECS 30	47.357903	-2.407400	5	350 M constraint line
KEN-ECS 31	47.367779	-2.324247	5	350 M constraint line
KEN-ECS 32	47.376472	-2.240961	5	350 M constraint line
KEN-ECS 33	47.383995	-2.157558	5	350 M constraint line
KEN-ECS 34	47.390327	-2.074057	5	350 M constraint line
KEN-ECS 35	47.395477	-1.990473	5	350 M constraint line
KEN-ECS 36	47.399448	-1.906823	5	350 M constraint line

KEN-ECS 37	47.402233	-1.823125	5	350 M constraint line
KEN-ECS 38	47.403831	-1.739395	5	350 M constraint line
KEN-ECS 39	47.344017	-1.664664	5.74	Statement of Understanding, paragraph 3
KEN-ECS 40	47.344017	-1.659514	0.31	Statement of Understanding, paragraph 3

Annex 60

United Nations, Division for Ocean Affairs and the Law of the Sea, *Receipt of the submission made by the Republic of Kenya to the Commission on the Limits of the Continental Shelf*, U.N. Doc. CLCS.35.2009.LOS (11 May 2009)

United Nations Nations Unies

HEADQUARTERS • SIEGE NEW YORK, NY 10017

TEL.: 1 (212) 963.1234 • FAX: 1 (212) 963.4879

REFERENCE: CLCS.35.2009.LOS (Continental Shelf Notification) 11 May 2009

United Nations Convention on the Law of the Sea
Montego Bay, 10 December 1982

Receipt of the submission made by the Republic of Kenya
to the Commission on the Limits of the Continental Shelf

The Secretary-General of the United Nations communicates the following:

On 6 May 2009, the Republic of Kenya submitted to the Commission on the Limits of the Continental Shelf, in accordance with Article 76, paragraph 8, of the Convention, information on the limits of the continental shelf beyond 200 nautical miles from the baselines from which the breadth of the territorial sea is measured.

It is noted that the Convention entered into force for Kenya on 16 November 1994.

In accordance with the Rules of Procedure of the Commission (CLCS/40/Rev.1), the present communication is circulated to all Member States of the United Nations, as well as States Parties to the Convention, in order to make public the executive summary of the submission, including all charts and coordinates contained in that summary. The executive summary of the submission is available through the website of the Division for Ocean Affairs and the Law of the Sea, Office of Legal Affairs, at: www.un.org/Depts/los.

The consideration of the submission made by Kenya will be included in the provisional agenda of the twenty-fourth session of the Commission to be held in New York from 10 August to 11 September 2009.

Upon completion of the consideration of the submission, the Commission shall make recommendations pursuant to Article 76 of the Convention.

Annex 61

United Nations, Commission on the Limits of the Continental Shelf, *Statement by the Chairman of the Commission on the Limits of the Continental Shelf on the progress of work of the Commission*, U.N. Doc. CLCS/64 (1 Oct. 2009)

United Nations Convention on the Law of the Sea CLCS/64

Commission on the Limits of the Continental Shelf

Distr.: General
1 October 2009

Original: English

Twenty-fourth session
New York, 10 August-11 September 2009

Statement by the Chairman of the Commission on the Limits of the Continental Shelf on the progress of work in the Commission

1. The Commission on the Limits of the Continental Shelf held its twenty-fourth session at United Nations Headquarters from 10 August to 11 September 2009, pursuant to the decision taken at its twenty-second session (see CLCS/60, para. 62) and to paragraph 49 of General Assembly resolution 63/111. The plenary part of the session was held from 24 August to 4 September. The periods from 10 to 21 August and from 8 to 11 September were used for the technical examination of submissions at the Geographic Information System (GIS) laboratories and other technical facilities of the Division for Ocean Affairs and the Law of the Sea, Office of Legal Affairs.

2. The following members of the Commission attended the session: Alexandre Tagore Medeiros de Albuquerque, Osvaldo Pedro Astiz, Lawrence Folajimi Awosika, Harald Brekke, Galo Carrera Hurtado, Francis L. Charles, Peter F. Croker, Indurlall Fagoonee, Mihai Silviu German, Abu Bakar Jaafar, George Jaoshvili, Emmanuel Kalngui, Yuri Borisovitch Kazmin, Wenzheng Lu, Isaac Owusu Oduro, Yong Ahn Park, Sivaramakrishnan Rajan, Michael Anselme Marc Rosette, Philip Alexander Symonds and Kensaku Tamaki. Fernando Manuel Maia Pimentel could not attend the session for reasons beyond his control.

3. The Commission had before it the following documents and communications:

(a) Provisional agenda (CLCS/L.27);

(b) Statement by the Chairman of the Commission on the Limits of the Continental Shelf on the progress of work in the Commission at its twenty-third session (CLCS/62);

(c) Submissions made pursuant to article 76, paragraph 8, of the United Nations Convention on the Law of the Sea, and addressed through the Secretary-General of the United Nations to the Commission by, respectively:

(i) France (in respect of French Guiana and New Caledonia);

(ii) Barbados;

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in relation to the submission, namely one of the notes verbales from China dated 7 May 2009; the note verbale from Viet Nam dated 8 May 2009; the note verbale from Malaysia dated 20 May 2009; the note verbale from the Philippines dated 4 August 2009; the note verbale from Viet Nam dated 18 August 2009; the note verbale from Malaysia dated 21 August 2009; and the note verbale from China dated 25 August 2009, which was circulated to the members of the Commission at the request of China. The notes verbales from China and the Philippines invoked, inter alia, paragraph 5 (a) of annex I to the rules of procedure with reference to disputes in the area of the submission. The Commission also took note of the views expressed in the presentation by Malaysia and Viet Nam of their joint submission in connection with these notes verbales. Taking into account these notes verbales and the presentation made by the delegations, the Commission decided to defer further consideration of the submission and the notes verbales until such time as the submission is next in line for consideration as queued in the order in which it was received. The Commission took this decision in order to take into consideration any further developments that might occur throughout the intervening period during which States may wish to take advantage of the avenues available to them including provisional arrangements of a practical nature as contained in annex I to its rules of procedure.

Item 22
Submission made by Kenya[17]

93. The presentation of the submission to the Commission was made on 3 September 2009 by Wanjuki Muchemi, Solicitor General, Head of the Delegation; Juster Nkoroi, Chairperson, Task Force on Delineation of Kenya's Outer Continental Shelf; and Simon Njuguna, Geologist and GIS specialist. The delegation of Kenya also included a number of scientific, legal and technical advisers.

94. Mr. Muchemi indicated that Mr. Brekke, a member of the Commission, had assisted Kenya by providing scientific and technical advice with respect to the submission.

95. In reference to paragraph 2 (a) of annex I to the rules of procedure, Ms. Nkoroi informed the Commission that there are no unresolved disputes relating to the submission of Kenya. She also informed the Commission that Kenya had concluded a Maritime Boundary Agreement with the United Republic of Tanzania on 23 June 2009, which applies to their territorial waters, exclusive economic zone and continental shelf. She pointed out that the Agreement is also applicable to the extended continental shelf, after its outer limits are established. She added that, pending negotiations with the Transitional Federal Government of the Republic of Somalia, provisional arrangements of a practical nature had been entered into, in accordance with article 83, paragraph 3, of the Convention. These arrangements are contained in a memorandum of understanding signed on 7 April 2009, whereby the parties undertake not to object to the examination of their respective submissions. In this connection, Ms. Nkoroi pointed out that one of the notes verbales from Somalia dated 19 August 2009 was consistent with the memorandum of understanding and

[17] Submission made on 6 May 2009; see www.un.org/depts/los/clcs_new/submissions_files/submission_ken_35_2009.htm.

confirmed that, at an appropriate time, a mechanism will be established to finalize the maritime boundary negotiations with Somalia.

96. Ms. Nkoroi stated that, in the view of the Government of Kenya, the principles contained in the Statement of Understanding can apply whenever a State is able to demonstrate the existence of the special conditions envisaged in the Statement. In this connection, she recalled the note verbale from Sri Lanka dated 22 July 2009, according to which "[…] the principal State referred to in paragraph 3 of the Statement of Understanding is Sri Lanka", emphasizing that neither the Convention nor the Statement of Understanding make any reference to a "principal State". She also recalled that the note verbale from Sri Lanka does not object to the consideration of the submission made by Kenya under annex I of the rules of procedure.

97. The Commission then continued its meeting in private. Addressing the modalities for the consideration of the submission, the Commission decided that, as provided for in article 5 of annex II to the Convention and in rule 42 of the rules of procedure, the submission would be addressed by way of a subcommission to be established in accordance with rule 51, paragraph 4 ter, of the rules of procedure, at a future session. The Commission decided to revert to the consideration of the submission at the plenary level at the time when the submission is next in line for consideration as queued in the order in which it was received.

Item 23
Submission made by Mauritius in the region of Rodrigues Island[18]

98. The presentation of the submission to the Commission was made on 31 August 2009 by Jagdish Koonjul, Ambassador, Ministry of Foreign Affairs, Regional Integration and International Trade, Head of Delegation; Aruna Narain, Assistant Solicitor General, Attorney General's Office; A. Chan Chin Yuk, Associate Professor, University of Mauritius; and Reza Badal, Principal Scientist, Mauritius Oceanography Institute. The delegation of Mauritius also included Somduth Soborun, Permanent Representative of Mauritius to the United Nations, and a number of scientific, legal and technical advisers.

99. Ms. Narain indicated that Mr. Brekke and Mr. Fagoonee, members of the Commission, had assisted Mauritius by providing scientific and technical advice with respect to the submission.

100. In reference to paragraph 2 (a) of annex I to the rules of procedure, she informed the Commission that the submission was not the subject of any dispute.

101. The Commission then continued its meeting in private. Addressing the modalities for the consideration of the submission, the Commission decided that, as provided for in article 5 of annex II to the Convention and in rule 42 of the rules of procedure, the submission would be addressed by way of a subcommission to be established in accordance with rule 51, paragraph 4 ter, of the rules of procedure, at a future session.

[18] Submission made on 6 May 2009; see www.un.org/depts/los/clcs_new/submissions_files/submission_mus_36_2009.htm.

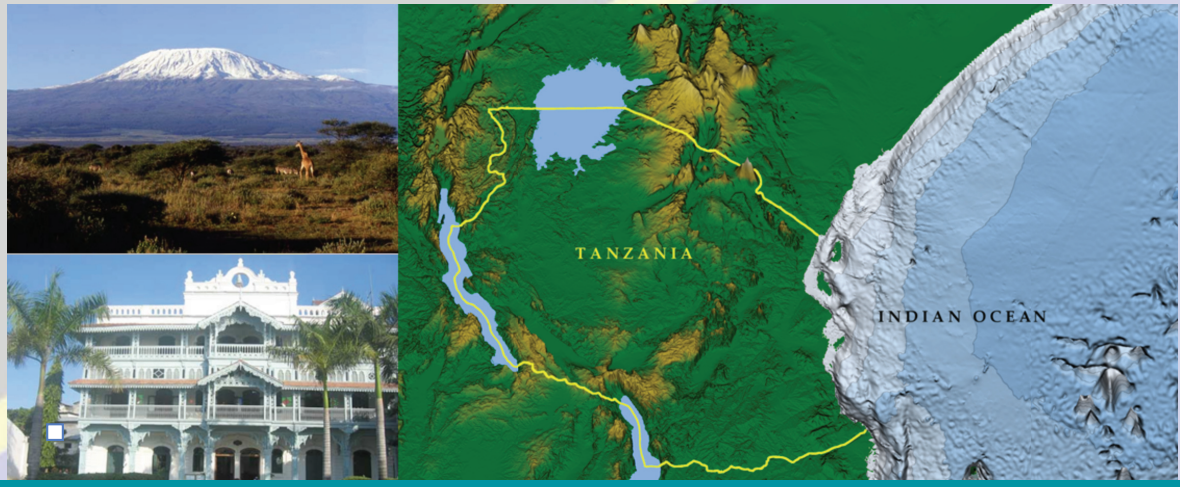
Annex 62

United Republic of Tanzania, *Partial Submission on the Continental Shelf beyond 200 Nautical Miles to the Commission on the Limits of the Continental Shelf Pursuant to Part VI of and Annex II to the United Nations Convention on the Law of the Sea 1982: Executive Summary* (18 Jan. 2012)

UNITED REPUBLIC OF TANZANIA

Partial Submission
on the
Continental Shelf beyond 200 Nautical Miles
to the
Commission on the Limits of the Continental Shelf
Pursuant to Part VI of and Annex II to the United Nations
Convention on the Law of the Sea 1982

Executive Summary



UNITED REPUBLIC OF TANZANIA

Partial Submission
on the
Continental Shelf beyond 200 Nautical Miles
to the
Commission on the limits of the Continental Shelf
Pursuant to Part VI of and Annex II to the United
Nations Convention on the Law of the Sea 1982

Executive Summary

URT-DOC-001_18-01-2012

Preface

This Submission by the United Republic of Tanzania ("Tanzania" or "URT") was prepared under the Tanzania Continental Shelf Delineation (TCSD) project.

The preparation of the Submission was undertaken under the guidance of National Steering and Technical Committees chaired by Permanent Secretary of the Ministry of Lands, Housing and Human Settlements Development (MLHHSD) and Director of Surveys and Mapping of Ministry of Lands, Housing and Energy (MLHE) of Zanzibar, respectively. The technical part of the project was carried out by a Technical Core Group (TCG).

The following Ministries and Institutions were involved in the preparation of the Submission:

- Ministry of Lands, Housing and Human Settlements Development
- Ministry of Foreign Affairs and International Cooperation
- Ministry of Energy and Minerals
- Ministry of Communication, Science and Technology
- Ministry of Lands, Housing and Energy (Zanzibar)
- Attorney General's Chambers
- Tanzania Petroleum Development Corporation
- Institute of Marine Science - University of Dar es Salaam
- Ardhi University-Dar es Salaam

The above Ministries and Institutions provided experts who formed the Technical Core Group, which had the main responsibility of preparing the Submission. The following are the members of the TCG.

Professor Evelyne I. Mbede – Geologist,
Director of Science and Technology,
Ministry of Communication, Science and Technology
Chairperson TCG

Mr. Pandu S. Makame – Lawyer,
State Attorney,
Zanzibar – Vice President's Office
Co - Chairperson TCG

Mr. Justo N. Lyamuya – Hydrographer,
Assistant Director - Hydrographic Surveys,
Ministry of Lands, Housing and Human Settlements Development
Secretary TCG

Mr. Abdon D. Makishe – Geophysicist,
Senior Principal Geophysicist,
Tanzania Petroleum Development Corporation,
Deputy Secretary TCG

Mr. John A. Msemwa – Geodesist,
Assistant Director – Topographic and Geodetic Surveys,
Ministry of Lands, Housing and Human Settlements Development,
Member TCG

Mr. Kelvin R. Komba – Geophysicist,
Senior Principal Geophysicist,
Tanzania Petroleum Development Corporation,
Member TCG

Mr. Omary S. Mtunguja – Geophysicist,
Senior Principal Geophysicist,
Tanzania Petroleum Development Corporation,
Member TCG

Professor Desiderius C. P. Masalu – Marine Geophysicist,
Institute of Marine Science - University of Dar es Salaam,
Member TCG

Mr. Adam I. Zuberi – Geologist,
Senior Principal Geologist,
Ministry of Energy and Minerals,
Member TCG

Mr. Issa A. Hemed – Hydrographer,
Lecturer,
Ardhi University - Dar es Salaam,
Member TCG

Mr. Donald L. Chidowu – Lawyer,
Principal State Attorney,
Attorney General's Chambers,
Member TCG

Mr. Richard A. Maridadi – Lawyer,
Legal Officer,
Ministry of Foreign Affairs and International Cooperation,
Member TCG

In preparing this Submission, Tanzania consulted with the Republics of Kenya and Seychelles on maritime boundary delimitation issues. The project received scientific data such as bathymetric, geological, geophysical and well data from the Tanzania Petroleum Development Corporation (TPDC), MHHLSD, MLHE, WesternGeco of UK and One Stop Data Shop (OSDS) of UNEP/GRID-Arendal. Technical support was received from UNEP/GRID-Arendal and Geocap AS of Norway, GX Technology of Houston Texas, USA and Bundesanstalt für Geowissenschaften und Rohstoffe (BGR) of Germany. The project received financing from the Government of Tanzania and financial support from the Royal Norwegian Government.

Professor Lawrence Awosika current member of the Commission on the Limits of the Continental Shelf (CLCS) provided technical advice. Mr. Oeivind Loenne from GRID-Arendal of Norway also provided technical advice as consultant. Mr. Harald Sund and Mr. Erlend Kvinnesland from Geocap AS of Norway provided all the necessary support on the usage of the Geocap software.

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ANNEXES

Annex 1: Table listing the points defining the outer limit of the extended continental shelf of the United Republic of Tanzania (Decimal degrees),

URT-ANN-001_18-01-2012

Annex 2: Table listing the points defining the outer limit of the extended continental shelf of the United Republic of Tanzania (Degrees, Minutes and Seconds),

URT-ANN-002_18-01-2012

FIGURES AND MAPS

Figure 1: Map of the United Republic of Tanzania.

Figure 2: Map showing the outer limit of the extended continental shelf of Tanzania.

Map 1: Outer limit of the extended continental shelf of the United Republic of Tanzania. **URT- MAP-001_18-01-2012**[1]

[1] A1 size Executive Summary map supplied separately

1. Introduction

1.1 This Executive Summary forms part of the Submission by the United Republic of Tanzania (Tanzania) to the Commission on the Limits of the Continental Shelf (the Commission) made pursuant to paragraph 8 of Article 76 of the 1982 United Nations Convention on the Law of the Sea (the Convention).

1.2 Tanzania is an independent, sovereign, coastal State located in the Eastern Africa region. It is bound between latitudes 1° 00′ and 11° 45′ south of the Equator and longitudes 29° 15′ and 41° 00′ east of the Greenwich meridian. Tanzania is bordered by the Republics of Kenya and Uganda to the north, Rwanda and Burundi to the northwest, Democratic Republic of Congo to the west, Republic of Zambia to the southwest, Republic of Malawi and the Republic of Mozambique to the south. Tanzania also shares the waters of the Indian Ocean with the Republics of the Seychelles and Comoros to the east and southeast, respectively.

1.3 Tanzania has an estimated population of 44,485,000[2] and covers a total area of 948,740 square kilometers with land covering approximately 889,460 square kilometers. The coastline of Tanzania extends approximately 1,400 km in a north-south direction from the Tanzania-Kenya border to the Tanzania-Mozambique border to the south.

[2] National Bureau of Statistics 2010 projections based on 2002 Census.

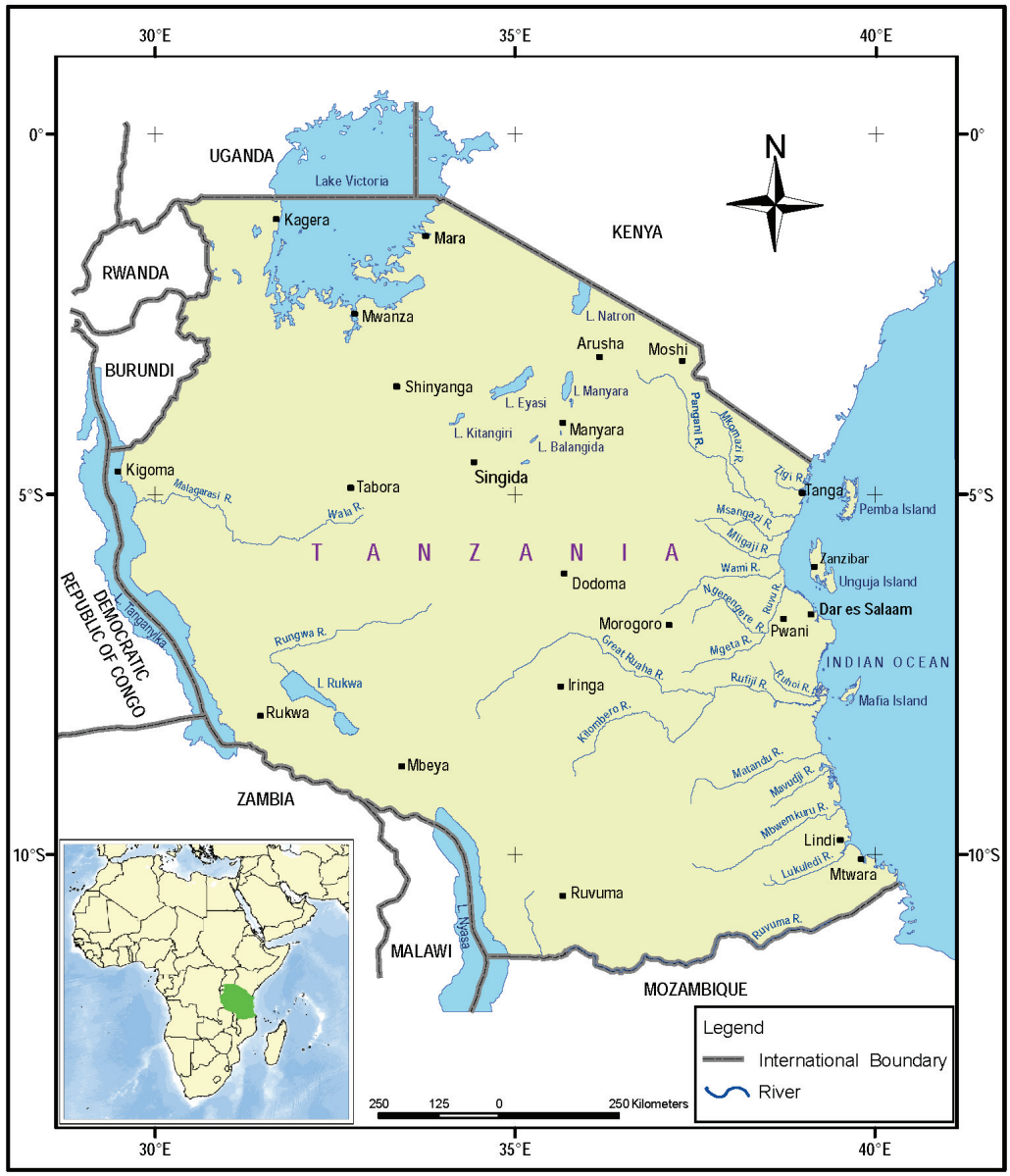


Figure 1: Map of the United Republic of Tanzania.

1.4 Tanzania is a Contracting Party to the Convention, having signed it on 10th December 1982 and later ratified it on 30th September 1985 (see www.un.org/Depts/los/reference_files/status2010.pdf). The Tanzania maritime zones of territorial waters and the economic zone have been defined in the *Territorial Sea and Exclusive Economic Zone Act, Cap 238 R.E. 2002 as amended by Act No.17 of 2009* (www.un.org/Depts/los/legislationandtreaties/pdffiles/TZA_1989_Act.pdf). Tanzania also submitted a Preliminary Information Document (PID) indicative of the outer limit of the continental shelf pursuant to the decision of the Eighteenth Meeting of States Parties to the Convention (SPLOS/183) on 7th May 2009.

1.5 As provided for under paragraph 1 of Article 76, Tanzania has a continental shelf comprising the seabed and subsoil of the submarine areas that extend beyond its territorial sea throughout the natural prolongation of its land territory to the outer edge of the continental margin, up to the limits provided for in paragraphs 4 to 6 of Article 76 or, to a distance of 200 nautical miles (M) from the baselines, from which the breadth of the territorial sea of Tanzania is measured (territorial sea baselines) where the outer edge of the continental margin does not extend beyond that distance.

1.6 Paragraphs 4 to 6 of Article 76 set out a number of provisions by which a coastal State may establish the outer edge of its continental margin, and its legal continental shelf, wherever that margin extends beyond 200M from its territorial sea baselines.

1.7 As provided for in paragraph 7 of Article 76, the coastal State is to delineate the outer limits of those portions of its continental shelf that extend beyond 200M from its territorial sea baselines by straight lines not exceeding 60M in length, connecting fixed points ("Article 76 fixed points") defined by coordinates of latitude and longitude.

1.8 The present Submission is made by Tanzania in support of the establishment of the outer limit of the continental shelf where it extends beyond 200M from the territorial sea baselines.

1.9 Tanzania has for the purposes of preparing this Submission, applied the relevant provisions of Article 76 of the Convention, and in accordance with the Rules of Procedure of the Commission on the Limits of the Continental Shelf (CLCS/40/Rev.1), adopted by the Commission on 17 April 2008 (Rules of Procedure), and the Scientific and Technical Guidelines of the Commission on the Limits of the Continental Shelf (CLCS/11) adopted by the Commission on 13 May 1999 (the Guidelines).

1.10 The present Submission consists of three separate parts, as specified in Annex III to the Rules of Procedure and in paragraphs 9.1.3 to 9.1.6 of the Guidelines. The Submission is therefore organized and presented as follows:

(a) Executive Summary;

(b) Main Body (containing analytical and descriptive part); and

(c) Supporting scientific and technical data.

2. Maps and Coordinates

2.1 Figure 2 depicts the outer limit of the extended continental shelf of Tanzania by reference to the fixed points required in paragraph 7 of Article 76 ("Article 76 fixed points").

2.2 A list of the coordinates of "Article 76 fixed points" that define the outer limit of the extended continental shelf of Tanzania are supplied in two annexes to this Executive Summary. Annex 1 (URT-ANN-001_18-01-2012) lists the fixed points defining the outer limit of the extended continental shelf in decimal degrees. Annex 2 **(**URT-ANN-002_18-01-2012), lists the fixed points defining the outer limit of the extended continental shelf in degrees, minutes and seconds.

3. Provisions of Article 76 Invoked

3.1 Paragraphs 4 to 6 of Article 76 set out specific formulae and constraints by which a coastal State such as Tanzania may establish the outer edge of its continental margin, and its legal continental shelf, wherever that margin extends beyond 200M from the territorial sea baselines.

3.2 As set out in paragraph 7 of Article 76, the coastal State is to delineate the outer limits of those portions of its continental shelf that extend beyond 200M from the territorial sea baselines by straight lines not exceeding 60M in length, connecting fixed points defined by coordinates of latitude and longitude.

3.3 Tanzania applied the provisions of paragraph 4(a)(ii) of article 76 of the Convention, to pass the test of appurtenance using formula FOS+60M.

3.4 Tanzania invokes paragraphs 1, 2, 3, 4(a)(ii), 5 and 7 of Article 76 of the Convention in support of the determination of the outer limits of the extended continental shelf (ECS) included in the Submission, as outlined in Section 2 of this Executive Summary.

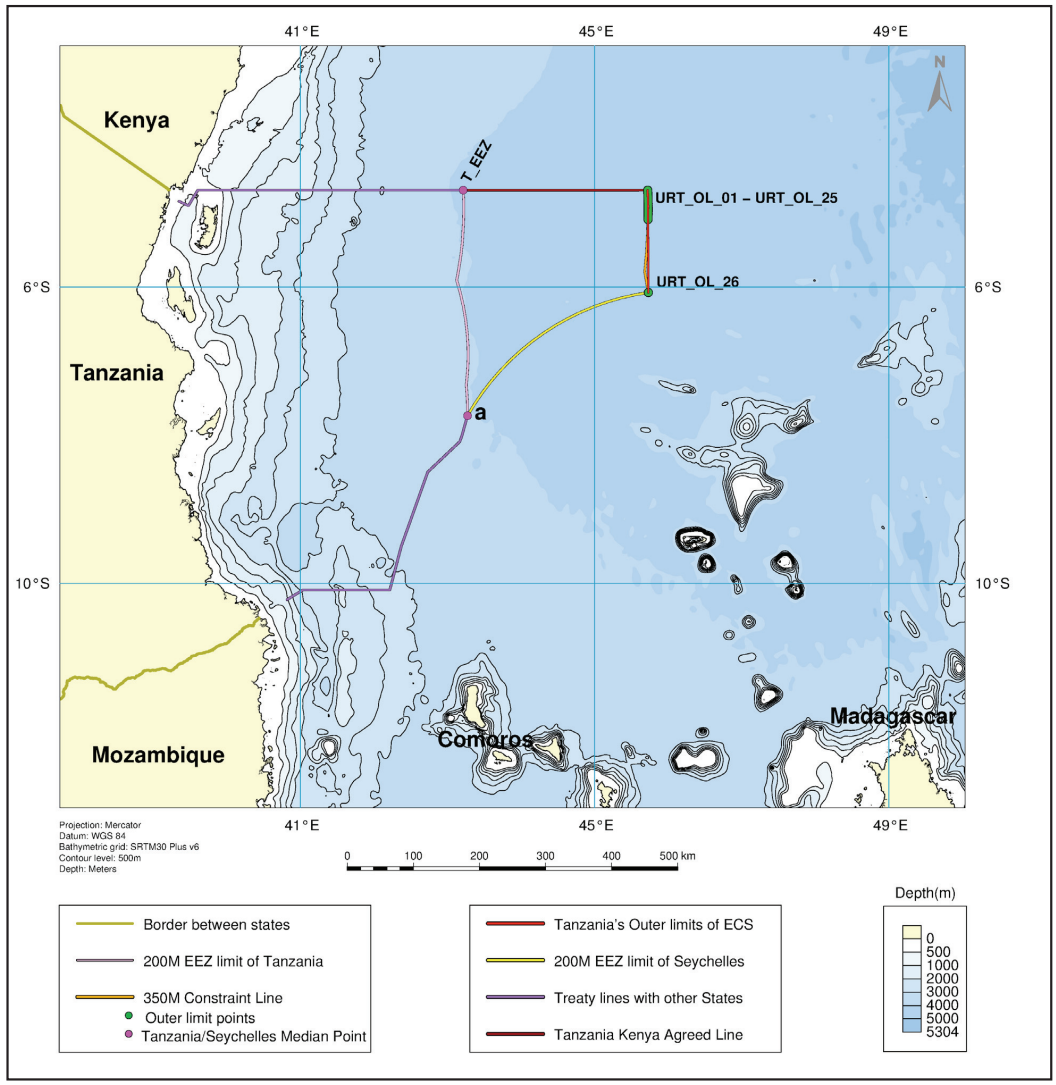


Figure 2: Map showing the outer limit of the extended continental shelf of Tanzania.

4. Advisory Assistance

4.1 Tanzania was assisted by Professor Lawrence Awosika a member of the Commission, in preparation of this Submission.

4.2 Other advisers and organizations that provided legal or technical assistance to Tanzania during the preparation of the Submission are mentioned in the Preface to this Executive Summary.

5. Maritime Delimitations and absence of disputes

5.1 Tanzania has overlapping maritime claims with the adjacent coastal States of the Republic of Kenya to the north and with the Republic of Seychelles to the east.

5.2 An agreement is in place between Tanzania and Kenya concerning the delimitation of maritime boundaries between the two countries through an *Exchange of Notes between the United Republic of Tanzania and the Republic of Kenya concerning the Delimitation of the Territorial Waters Boundary between the Two States,* which was established by an exchange of notes on 17th December 1975 and 9th July 1976 respectively. The ('Exchange of Notes') is viewable on-line at www.un.org/Depts/los/legislationandtreaties/pdffiles/treaties/TZA-KEN1976TW.pdf. Through the Exchange of Notes, the two countries have agreed to a single line delimiting the Territorial Sea and Exclusive Economic Zone (EEZ) boundary between the two countries.

In addition, the two countries have an agreement signed on 23rd June 2009, to extend the maritime boundary from the 1976 agreement to the outermost limits of continental shelf, and such other outermost limits of national jurisdiction as may be determined by international law.

5.3 An agreement is in place between Tanzania and Seychelles, signed on 23rd January 2002, regarding the Delimitation of the Maritime Boundary of the EEZ and Continental Shelf limits between the two countries on areas where the two zones overlap (viewable on-line at www.un.org/Depts/los/legislationandtreaties/pdffiles/TZA-SYC2002MB.pdf).

5.4 Tanzania and Seychelles have signed a Memorandum of Understanding (MoU) dated 2nd May 2011 spelling out a no prejudice to each Submission in areas where there could be potential overlaps.

5.5 Tanzania hence declares that there are no disputes in the region relevant to this Submission on the outer limits of the continental shelf beyond 200M which are determined without prejudice to the delimitation of continental shelf boundaries between neighboring States in accordance to paragraph 10 of Article 76.

6. Outer Limit of the Extended Continental Shelf of Tanzania

6.1 The outer limit of the extended continental shelf of Tanzania encloses an area of approximately 61,000km² extending beyond 200M from the Territorial Sea baseline of Tanzania (Figure 2).

6.2 Tanzania has determined the outer limit of the extended continental shelf by constructing an outer limit line composed of 26 fixed points as presented in Tables in Annex 1 and Annex 2.

6.3 Each successive pair of fixed points defining the outer limit of the extended continental shelf of Tanzania is connected by straight lines not exceeding 60M in length, drawn in accordance with paragraph 7 of Article 76 of the Convention.

6.4 All coordinates of fixed points defined according to the provisions of Article 76 of the Convention are expressed in this document in the WGS84 geodetic reference system.

Annex 1

URT-ANN-001_18-01-2012: Table Listing the Fixed Points Delimiting the Outer Limit (URT_OL) of the Extended Continental Shelf of the United Republic of Tanzania (Decimal Degrees).

Point ID	Latitude (Decimal Deg)	Longitude (Decimal Deg)	Distance (To Previous Point) (M)	Article 76 Criterion
T-EEZ	-4.683414	43.218000	-	TZ_200M_TZ_KE_BND[3]
URT_OL_01	-4.683414	45.720478	150.238	TZ_KE_BND_TZ_350M
URT_OL_02	-4.696146	45.721256	0.762	TZ_Baseline + 350M
URT_OL_03	-4.712880	45.721935	1.000	TZ_Baseline + 350M
URT_OL_04	-4.729615	45.722569	1.000	TZ_Baseline + 350M
URT_OL_05	-4.746353	45.723152	1.000	TZ_Baseline + 350M
URT_OL_06	-4.763092	45.723690	1.000	TZ_Baseline + 350M
URT_OL_07	-4.779832	45.724182	1.000	TZ_Baseline + 350M
URT_OL_08	-4.796574	45.724621	1.000	TZ_Baseline + 350M
URT_OL_09	-4.813318	45.725018	1.000	TZ_Baseline + 350M
URT_OL_10	-4.830061	45.725365	1.000	TZ_Baseline + 350M
URT_OL_11	-4.846807	45.725662	1.000	TZ_Baseline + 350M
URT_OL_12	-4.863553	45.725914	1.000	TZ_Baseline + 350M
URT_OL_13	-4.880299	45.726120	1.000	TZ_Baseline + 350M
URT_OL_14	-4.897046	45.726276	1.000	TZ_Baseline + 350M
URT_OL_15	-4.913794	45.726387	1.000	TZ_Baseline + 350M
URT_OL_16	-4.930542	45.726448	1.000	TZ_Baseline + 350M
URT_OL_17	-4.947289	45.726463	1.000	TZ_Baseline + 350M
URT_OL_18	-4.964037	45.726429	1.000	TZ_Baseline + 350M
URT_OL_19	-4.980784	45.726349	1.000	TZ_Baseline + 350M
URT_OL_20	-4.997531	45.726223	1.000	TZ_Baseline + 350M
URT_OL_21	-5.014278	45.726048	1.000	TZ_Baseline + 350M
URT_OL_22	-5.031024	45.725826	1.000	TZ_Baseline + 350M
URT_OL_23	-5.047770	45.725555	1.000	TZ_Baseline + 350M
URT_OL_24	-5.064514	45.725235	1.000	TZ_Baseline + 350M
URT_OL_25	-5.081258	45.724869	1.000	TZ_Baseline + 350M
URT_OL_26	-6.073760	45.729572	59.264	TZ_350M_SEY_200M
a	-7.744224	43.270519	-	TZ_200M_SEY_200M[4]

[3] Tanzania-Kenya Agreed EEZ boundary point
[4] Tanzania-Seychelles EEZ boundary point

Annex 2

URT-**ANN-002_18-01-2012**: Table Listing the Fixed Points Delimiting the Outer Limit (URT_OL) of the Extended Continental Shelf of the United Republic of Tanzania (Degrees Minutes and Seconds).

Point ID	Latitude (South)			Longitude (East)			Distance (To Previous Point) (M)	Article 76 Criterion
	Deg	Min	Sec	Deg	Min	Sec		
T-EEZ	4	41	0.291	43	13	04.800	-	TZ_200M_TZ_KE_BND[5]
URT_OL_01	4	41	0.291	45	43	13.721	150.238	TZ_KE_BND_TZ_350M
URT_OL_02	4	41	46.126	45	43	16.522	0.762	TZ_Baseline + 350M
URT_OL_03	4	42	46.368	45	43	18.966	1.000	TZ_Baseline + 350M
URT_OL_04	4	43	46.614	45	43	21.248	1.000	TZ_Baseline + 350M
URT_OL_05	4	44	46.871	45	43	23.347	1.000	TZ_Baseline + 350M
URT_OL_06	4	45	47.131	45	43	25.284	1.000	TZ_Baseline + 350M
URT_OL_07	4	46	47.395	45	43	27.055	1.000	TZ_Baseline + 350M
URT_OL_08	4	47	47.666	45	43	28.636	1.000	TZ_Baseline + 350M
URT_OL_09	4	48	47.945	45	43	30.065	1.000	TZ_Baseline + 350M
URT_OL_10	4	49	48.220	45	43	31.314	1.000	TZ_Baseline + 350M
URT_OL_11	4	50	48.505	45	43	32.383	1.000	TZ_Baseline + 350M
URT_OL_12	4	51	48.791	45	43	33.290	1.000	TZ_Baseline + 350M
URT_OL_13	4	52	49.076	45	43	34.032	1.000	TZ_Baseline + 350M
URT_OL_14	4	53	49.366	45	43	34.594	1.000	TZ_Baseline + 350M
URT_OL_15	4	54	49.658	45	43	34.993	1.000	TZ_Baseline + 350M
URT_OL_16	4	55	49.951	45	43	35.213	1.000	TZ_Baseline + 350M
URT_OL_17	4	56	50.240	45	43	35.267	1.000	TZ_Baseline + 350M
URT_OL_18	4	57	50.533	45	43	35.144	1.000	TZ_Baseline + 350M
URT_OL_19	4	58	50.822	45	43	34.856	1.000	TZ_Baseline + 350M
URT_OL_20	4	59	51.112	45	43	34.403	1.000	TZ_Baseline + 350M
URT_OL_21	5	0	51.401	45	43	33.773	1.000	TZ_Baseline + 350M
URT_OL_22	5	1	51.686	45	43	32.974	1.000	TZ_Baseline + 350M
URT_OL_23	5	2	51.972	45	43	31.998	1.000	TZ_Baseline + 350M
URT_OL_24	5	3	52.250	45	43	30.846	1.000	TZ_Baseline + 350M
URT_OL_25	5	4	52.529	45	43	29.528	1.000	TZ_Baseline + 350M
URT_OL_26	6	4	25.536	45	43	46.459	59.264	TZ_350M_SEY_200M
a	7	44	39.206	43	16	13.868	-	TZ_200M_SEY_200M[6]

[5] Tanzania-Kenya Agreed EEZ boundary point
[6] Tanzania-Seychelles EEZ boundary point

Annex 62

Annex 63

United Nations, Commission on the Limits of the Continental Shelf, *Progress of work in the Commission on the Limits of the Continental Shelf: Statement by the Chair*, U.N. Doc. CLCS/76 (5 Sept. 2012)

United Nations Convention on the Law of the Sea CLCS/76

Commission on the Limits of the Continental Shelf

Distr.: General
5 September 2012

Original: English

Thirtieth session
New York, 30 July-24 August 2012

Progress of work in the Commission on the Limits of the Continental Shelf

Statement by the Chair

Summary

The present statement provides information on the work carried out by the Commission and its subcommissions during the thirtieth session. That session was the first following the election of members of the Commission at the twenty-second Meeting of States Parties to the United Nations Convention on the Law of the Sea, held in June 2012. The statement provides information on the election of the officers of the Commission, on the establishment of its subsidiary bodies, including new subcommissions, and on working arrangements adopted by the Commission. It also contains an overview of the work on the submissions made by Argentina; the Cook Islands, concerning the Manihiki Plateau; Denmark, concerning the area north of the Faroe Islands; Ghana; Iceland, concerning the Ægir Basin area and the western and southern parts of Reykjanes Ridge; and Uruguay, as well as information on the presentations made to the Commission by Argentina and the United Republic of Tanzania in relation to their submissions.

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and technical advisers, including Karl Hinz, a former member of the Commission on the Limits of the Continental Shelf.

55. In addition to elaborating on substantive points of the submission, Mr. Estrémé informed the Commission that one of its current members, Marcelo Paterlini, had been involved in the preparation of the submission.[22]

56. Mr. Estrémé noted that, even though the presentation to the thirtieth session contained new elements that were complementary to those included in the original submission made by Argentina on 21 April 2009, none of the outer limit points had been modified. He also reiterated the position of Argentina as stated during the presentation to the Commission at its twenty-fourth session regarding its claims over "Islas Malvinas, Georgias del Sur and Sandwich del Sur and the corresponding island and maritime areas", as well as the reservations to the note verbale from the United Kingdom dated 6 August 2009. Mr. Estrémé noted that, as stated in its note of 21 April 2009, Argentina had taken into account the circumstances of the region south of 60°S. He therefore requested the Commission, in accordance with its rules of procedure, not to take any action for the time being with regard to the part of the submission that related to the continental shelf appurtenant to Antarctica.[23]

57. The Commission then continued its meeting in private. It recalled that at its twenty-fourth session, it had taken note of the following notes verbales: from Argentina, dated 21 April 2009; from the United Kingdom, dated 6 August 2009; from the United States of America, dated 19 August 2009; and from the Russian Federation, dated 24 August 2009. It took also note of the communications received after the first presentation by Argentina, namely, the notes verbales from: India, dated 31 August 2009; the Netherlands, dated 30 September 2009; Japan, dated 19 November 2009; and Argentina, dated 8 August 2012. Taking into consideration those notes verbales and the two presentations made by the delegation, the Commission reiterated its instructions to the Subcommission, in accordance with the rules of procedure, not to consider and qualify those parts of the submission that are subject to dispute and not to consider and qualify the part of the submission that relates to the continental shelf appurtenant to Antarctica.

Report of the Chair of the Subcommission established to examine the submission made by Argentina regarding the progress of work during the thirtieth session

58. The Subcommission met on 8 August and from 13 to 24 August 2012. The meeting on 8 August was attended by Messrs. Awosika, Carrera, Heinesen, Madon, Marques, Oduro and Park. The meetings from 13 to 24 August were attended by Messrs. Awosika, Carrera, Heinesen, Madon, Marques and Oduro. The Subcommission commenced its consideration of the submission and held four meetings with the delegation of Argentina. During those meetings, the Subcommission made a number of observations on the material received and posed a first set of questions to the delegation, to which the delegation provided answers. The Subcommission decided that it would resume its consideration of the submission from 19 to 22 February and from 4 to 8 March 2013. It might also continue its work on the submission between 11 and 15 February 2013.

[22] See also CLCS/64, para. 75.

[23] See CLCS/64, paras. 73, 74 and 77.

Annex 64

United Nations, Monitoring Group on Somalia and Eritrea, *Report of the Monitoring Group on Somalia and Eritrea pursuant to Security Council resolution 2060 (2012): Somalia*, U.N. Doc. S/2013/413 (12 July 2013)

United Nations S/2013/413

Security Council

Distr.: General
12 July 2013

Original: English

Letter dated 12 July 2013 from the Chair of the Security Council Committee pursuant to resolutions 751 (1992) and 1907 (2009) concerning Somalia and Eritrea addressed to the President of the Security Council

On behalf of the Security Council Committee pursuant to resolutions 751 (1992) and 1907 (2009) concerning Somalia and Eritrea, and in accordance with paragraph 13 (m) of Security Council resolution 2060 (2012), I have the honour to transmit herewith the report on Somalia of the Monitoring Group on Somalia and Eritrea.

In this connection, the Committee would appreciate it if the present letter, together with its enclosure, were brought to the attention of the members of the Security Council and issued as a document of the Council.

(*Signed*) **Kim** Sook
Chairman
Security Council Committee pursuant to
resolutions 751 (1992) and 1907 (2009)
concerning Somalia and Eritrea

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S/2013/413

Letter dated 19 June 2013 from the members of the Monitoring Group on Somalia and Eritrea addressed to the Chair of the Security Council Committee pursuant to resolutions 751 (1992) and 1907 (2009) concerning Somalia and Eritrea

We have the honour to transmit herewith the report on Somalia of the Monitoring Group on Somalia and Eritrea, in accordance with paragraph 13 (m) of Security Council resolution 2060 (2012).

(*Signed*) Jarat **Chopra**
Coordinator
Monitoring Group on Somalia and Eritrea

(*Signed*) Jeanine Lee **Brudenell**
Finance Expert

(*Signed*) Emmanuel **Deisser**
Arms Expert

(*Signed*) Aurélien **Llorca**
Transport Expert

(*Signed*) Dinesh **Mahtani**
Finance Expert

(*Signed*) Jörg **Roofthooft**
Maritime Expert

(*Signed*) Babatunde **Taiwo**
Armed Groups Expert

(*Signed*) Kristèle **Younès**
Humanitarian Expert

S/2013/413

Report of the Monitoring Group on Somalia and Eritrea pursuant to Security Council resolution 2060 (2012): Somalia

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* The annexes are being circulated in the language of submission only.
** The annex has not been reproduced in the present document because it is strictly confidential.

Abbreviations

AMISOM	African Union Mission in Somalia
ENDF	Ethiopian National Defence Forces
FAO	Food and Agriculture Organization of the United Nations
KDF	Kenya Defence Forces
MSF	Médecins san Frontières
NATO	North Atlantic Treaty Organization
UNHCR	Office of the United Nations High Commissioner for Refugees
UNICEF	United Nations Children's Fund
UNSOM	United Nations Assistance Mission in Somalia

Summary

The end of transition in Somalia in summer 2012, though fragile and flawed, nevertheless led to the election of Hassan Sheikh Mohamud as President and presented an opportunity for a new kind of leadership in the country. However, a genuine end of transition necessitated both a change in individual leadership as well as a change in the system of government that in the past had undermined the State-building enterprise through misappropriation of public goods and security sector fiefdoms. While control over financial flows and security institutions was divided between several principal power holders in the past, the new President inherited a system in which he controlled neither. While struggling to extend his reach into government in Mogadishu as well as into the country generally, he has had to develop coping mechanisms to obtain external funds and arrange security relations inside and outside of Government. These limitations at the centre of the Federal Government, the realignment of networks of influence in and around it and more broadly in Somalia, as well as events in past months, notably in "Jubaland", threaten to undermine the Federal Government of Somalia and the current peace and reconciliation process in the country.

Meanwhile, Al-Shabaab has suffered conventional military setbacks, particularly in urban centres, including the loss of Kismaayo, as the forces of AMISOM and the Somali National Army expanded their areas of territorial control. However, Harakaat al-Shabaab al-Mujaahidiin continues to control most of southern and central Somalia and has shifted its strategic posture to asymmetrical warfare in both urban centres and the countryside. The military strength of Al-Shabaab, with an approximately 5,000-strong force, remains arguably intact in terms of operational readiness, chain of command, discipline and communication capabilities. By avoiding direct military confrontation, it has preserved the core of its fighting force and resources. Given its structure, internal dissension has had no impact on Al-Shabaab's ability to conduct operations. The leadership of Ahmed Godane has been kept largely unchallenged, in part by strengthening the role and resources of *Amniyat*, Al-Shabaab's "secret service", which is structured along the lines of a clandestine organization within the organization with the intention of surviving any kind of dissolution of Al-Shabaab. At present, Al-Shabaab remains the principal threat to peace and security in Somalia.

The merger between Al-Shabaab and Al-Qaida in 2012 appears largely symbolic. Al-Shabaab continues to pose a regional and international threat through its affiliates. Notably, in Kenya, Al Hijra (formerly the Muslim Youth Centre) and its financier, the Pumwani Riyadha Mosque Committee, have suffered setbacks from disruptions of Al Hijra's operations by international and regional security services, as well as unexplained killings and disappearances of its members. However, Al Hijra is striving to regain the initiative, in part through its fighters in Somalia returning to conduct new and more complex operations and through strengthening its ties to other groups in the region. In this context, the self-styled Al-Qaida affiliate, Abubakar Shariff Ahmed "Makaburi", designated for targeted measures by the Committee in August 2012, is increasingly asserting his influence over Al Hijra.

More broadly in Somalia, several spoiler networks have emerged. In northern Somalia, with the general decline of pirate activity a network of individuals, including known pirate leaders, is engaged in providing private security for

unlicensed fishing vessels in Somali waters and is connected to weapons smuggling and Al-Shabaab networks in north-eastern Somalia. In the east-central region of Galmudug, a "former" Mogadishu warlord, Abdi Hassan Awale "Qeybdiid", has returned to prominence by appropriating political power and instigating clan conflict, thereby undermining the Federal Government and threatening security in the northern region of "Puntland". In southern Somalia, two core groups of spoilers are either aligned against or in favour of the Federal Government. Sheikh Ahmed Mohamed Islam "Madobe" and his Ras Kamboni forces, with Kenyan support, have established their own military presence in Kismaayo in opposition to the central Government, while a group of Hawiye/Habar Gedir/Ayr warlords and their allies in the Darod/Marehan network of Barre Adan Shire "Hiiraale" are acting as proxies for the central Government, but pursing their own individual and clan-based agendas. Both spoiler groups have interests that intersect with those of Al-Shabaab.

With the decline in the number of pirate incidents, organized criminal networks and individuals are diversifying their financial interests by undertaking different ventures, including providing armed protection aboard vessels involved in regional trade or fishing activities. While piracy may be contained at sea, the various pirate networks remain active. In the persisting absence of serious national and international efforts to investigate, prosecute or sanction those responsible for organizing Somali piracy, the leaders, financiers, negotiators and facilitators will continue to operate with impunity. Of particular concern in this context are the steps taken by the Federal Government towards a policy of amnesty.

Despite the change in leadership in Mogadishu, the misappropriation of public resources continues in line with past practices. The campaign financing structure of the 2012 elections recycled funds derived from external and internal sources to distort the political system. Notably, public financial management efforts to redirect Government revenues to the Central Bank proved to be serving a flawed objective. On average, some 80 per cent of withdrawals from the Central Bank are made for private purposes and not for the running of Government, representing a patronage system and a set of social relations that defy the institutionalization of the State. In this context, the fiduciary agency managed by PricewaterhouseCoopers was reduced to a transfer agent that could not ensure accountability of funds once they reached the Government of Somalia. Indeed, of 16.9 million transferred by PricewaterhouseCoopers to the Central Bank, US$ 12 million could not be traced. Key to these irregularities has been the current Governor of the Central Bank, Abdusalam Omer. In addition, the production of the national passport continues to be fraught with fraud and corruption, undermining the integrity of the national travel document. While more customs and port fee revenues from Mogadishu port have been deposited into the Central Bank, they are proportionally less than the increase in shipping traffic, and a monthly average of at least 33 per cent cannot be accounted for. At present, the emergence of significant oil interests in Somalia and the region risks exacerbating political tensions in Somalia, undermining coordination between federal and regional administrations and threatening peace and security in the country.

Despite the relaxation of the arms embargo for the Federal Government of Somalia, a variety of violations persist. The patterns of arms shipments to Somalia remain similar to those of previous years, with smuggling networks able to exploit a number of small ports around the coast of Somalia and supply routes between the northern and southern parts of the country. In addition, concerns over command and

control within AMISOM and Kenyan forces, as well as support to Somali proxies by the Government of Ethiopia outside any exemption, remain unresolved issues. Generally, there has been an improvement by Member States in complying with procedures of the arms embargo, although the Federal Government has yet to fulfil its obligations under the revised regime. The activities of private security companies continue to grow, at times in violation of the arms embargo.

Despite improved access in certain areas of the country, access to vulnerable civilians remains a challenge for the humanitarian community, and all parties in Somalia continue to obstruct the provision of humanitarian assistance. Al-Shabaab maintained and expanded its ban on most aid agencies in areas under its control, while all actors in Somalia subjected humanitarian organizations to taxation, illegal roadblocks, intimidation and extortion. Moreover, as a consequence of both remote management by aid agencies in Nairobi and the culture of "gatekeepers", diversion of humanitarian assistance by third parties, as well as by staff and partners of aid organizations, continues to undermine international efforts.

Throughout Somalia, all parties to the conflict continue to violate international humanitarian law and human rights standards. Military operations and guerrilla warfare across the country caused significant harm to civilians. In 2012 in Mogadishu, some 6,680 civilian casualties suffered weapons-related injuries, many of them from improvised explosive devices deployed by Al-Shabaab. Data collected by human rights and humanitarian agencies demonstrate that pro-Government forces have also caused civilian casualties as a result of aerial attacks and naval and ground engagement. Meanwhile, gender-based violence remains an endemic phenomenon.

By November 2012, Kenyan forces, Sheikh Ahmed Madobe and his Ras Kamboni forces had unilaterally begun exporting charcoal from Kismaayo in flagrant violation of the Security Council ban and the instructions of the President of Somalia. Thereafter, approximately 1 million sacks of charcoal have been exported from Kismaayo each month, in addition to exports from Al-Shabaab-controlled Barawe and other smaller ports. Overall, the charcoal exports have increased by 140 per cent in comparison to previous years. The charcoal business architecture and trade networks remain intact, with Al-Shabaab maintaining a central role and continuing to benefit significantly.

As a result of its investigations, particularly those with financial implications for spoilers in Somalia, the Monitoring Group has experienced increasing obstruction of its work, including targeted killings, threats and intimidation of its alleged sources. In addition, as Somalia proceeds on its precarious path to peace and reconciliation, the various spoilers identified by the Monitoring Group threaten to undermine legitimate authority in the country as well as international assistance efforts. To better secure the gains made to date, the Monitoring Group believes that such individuals violating relevant Security Council resolutions should be designated for targeted measures with the least possible delay. To this end, it proposes several new additions to the sanctions lists established in accordance with Security Council resolutions 1844 (2008) and 1907 (2009).

Annex 5.5: Somalia's petroleum sector: threats to peace and security and corruption risks

Threats to Peace and Security

Divergence of the Somali Provisional Constitution and the Petroleum Law

1. Fundamental discrepancies exist between Somalia's Provisional Constitution, adopted by the National Constituent Assembly (NCA) on 1 August 2012, and the Transitional Federal Government (TFG) Petroleum Law of Somalia, gazetted on 7 August 2008.[1] The Somali Constitution gives considerable autonomy to regional Governments to enter into commercial agreements, independently from the central Government. However, the Petroleum Law, which has not been adopted by the FGS parliament but which is nonetheless currently being invoked by FGS officials in Mogadishu, states that the central Government enjoys the privilege to distribute natural resources (see annex 5.5.a for relevant sections of the Petroleum Law).[2] These inconsistencies, unless resolved, may lead to increased political conflict between Federal and regional Governments that risk exacerbating clan divisions and therefore threaten peace and security.

2. Article 44 of the Provisional Constitution states that "*the allocation of the natural resources of the Federal Republic of Somalia shall be negotiated by, and agreed upon, by the Federal Government and the Federal Member States in accordance with this Constitution*".

3. In addition, article 54 also states that "*the allocation of powers and resources shall be negotiated and agreed upon by the Federal Government and the Federal Member States (pending the formation of the Federal Member States) except in matters concerning A) Foreign Affairs; B) National Defence; C) Citizenship and Immigration: D) Monetary Policy, which shall be the powers and responsibilities of the federal government*".

4. Finally, article 142 states that "*until such time that all the Federal Member States of Somalia are established and the adopted Federal Member State Constitutions are harmonized with the Somali Federal Constitution, the Federal Member States existing prior to the provisional adoption of this Provisional Constitution by a National Constituent Assembly shall retain and exercise powers endowed by their own State Constitution*".

5. On the other hand, article 3 of the 2008 TFG Petroleum Law states that "*petroleum belongs to the Somali nation and it will be protected and distributed by the central government and its agencies according to the law of the Republic of Somalia*". Under Article 7, the law states that "*all agreements pertaining to petroleum that were signed after 1991 with the entities purporting to be governments of all or any part of Somalia are considered non valid agreements*".

[1] Petroleum Law of Somalia Law No. XGB/712/08 dated 6 August 2008.

[2] See http://somalianews.files.wordpress.com/2012/07/120708-harmonized-draft-constitution-eng-tran-_incl-errata-changes.pdf for copy of the Provisional Constitution, which was ratified on 1 August 2013.

6. While the Petroleum Law also states that revenues derived by petroleum resources would be divided between the Federal and regional Governments subject to further legislation, the Monitoring Group is not aware of any revenue sharing formula that has been adopted or meaningful discussions between the FGS and the regions on the issue of ownership and licensing of petroleum resources.

7. In the absence of clear agreements between Federal and regional Governments, continuing oil industry activity may therefore constitute a threat to peace and security until the FGS and its regional Governments can overcome such constitutional and statutory discrepancies.

Conflict between the Federal Government and regional authorities

8. The changeover from a Transitional to a Federal Government in Somalia has sent a strong signal to many oil companies who have waited since the collapse of the state of Somalia in 1991 to renew their prior licenses that were placed on hold on grounds of *force majeure*. Many oil companies are now considering resuming oil exploration across the country especially since technological advances in the oil industry since 1991 have made the discovery of oil reserves more probable. For a map and list of prior holders, see annex 5.5.b.

9. Negotiations to reactivate prior licenses are currently underway and are being led by a number of former TFG officials who purport to represent the Somali Petroleum Company (SPC) and who have been re-appointed by the FGS. According to official letters of appointment that were obtained with the Monitoring Group, the key officials in question are:

1) Dr Hussein Ahmed, the director of the SPC.

2) Dr Abdullahi Haider, Special Adviser to the TFG Minister of Petroleum Affairs, and unofficial Special Adviser of President Hassan Sheikh Mohamud on oil issues.[3]

3) Patrick Mollière, Adviser to the Somali Federal Government on Petroleum Affairs.[4]

10. Abdullahi Haider has publicly maintained that oil licenses awarded by regional governments are illegal and that prior license holders will be considered as privileged partners, over and above any licenses that have already been granted by regional governments, notably Puntland and Somaliland.[5]

[3] Meeting with a Nairobi-based US diplomat, 30 May 2013.

[4] The Group has seen a 17 February 2013 appointment letter for Patrick Mollière signed by FGS Minister of Natural Resources Abdirizak Omar Mohamed. Mollière had previously been appointed on 14 January 2012 by TFG Minister of Water, Energy, Petroleum and Mineral Resources, Abdulkadir Mohamed Diesow, where he was thanked for his work for the Somali Government for the prior six years. In addition, Mohamud Olow, Somalia Ambassador to Indonesia is regularly privy to internal SPC discussions. Olow was involved in obtaining financing from Indonesian oil and gas company MedcoEnergi for the drafting of the 2008 Petroleum law, the costs of which are now to be offset by the award to MedcoEnergi of Somali oil acreage.

[5] Haider was quoted as “a senior adviser to Somalia's Ministry of Energy" in a 2 October 2012 article by Reuters as saying prior holders would be “given priority”.
See http://www.reuters.com/article/2012/10/02/somalia-oil-exploration-idUSL6E8L2O7D20121002.

11. Several prior license holders, who are supported by the petroleum team above, are in open conflict with regional governments who since 1991 have signed new deals with oil companies, some of which directly overlap with prior license holders. Examples of such conflict include the following cases:

1) The FGS considers the activities of the Africa Oil consortium in Puntland as illegal. US oil major ConocoPhillips continues to claim territory being exploited by Africa Oil as part of its prior license (see annex 5.5.c.).

2) BP is currently in conflict with South African oil firm Ophir Energy Limited, which has been licensed by the government of Somaliland to operate in blocks defined by the Somaliland authorities as SL9 and SL12.[6] Some of Ophir's claims clash with blocks 35 and M-10A, which are claimed by BP (see annex 5.5.d. for map and 5.5.e. for BP's claim).[7]

3) Norwegian oil company DNO entered into a Production Sharing Contract with the authorities of Somaliland in April 2013.[8] The area under contract clashes with a prior license held by ConocoPhillips.

4) The FGS also challenges the legality of recent agreements between the Somaliland authorities and Anglo-Turkish oil company Genel Energy, which in 2012 was awarded a 75 per cent interest in what is referred to as the Genel Block, and a 50 per cent interest in the Odewayne Production Sharing Agreement (PSA).[9]

5) US oil firm Liberty Petroleum, through its affiliate Petro Quest Africa, has signed a Production Sharing Agreement with the regional government of Galmudug, which has been upheld by a 19 March 2013 Somali Supreme Court ruling.[10] The area licensed by Galmudug to Petro Quest Africa, however, falls into a prior license claimed by Shell (see annex 5.5.f.).

[6] Also see http://www.ophir-energy.com/our-assets/our-assets.aspx.
[7] Also see http://somalilandtimes.net/199/22.shtml, original source The Economist Intelligence Unit, 2005.
[8] See http://www.dno.no/dno-operations/somaliland/.
[9] See http://www.genelenergy.com/operations/somaliland.aspx for details of Genel Energy's licenses in Somaliland. In an interview with the Monitoring Group on 12 March 2013, an FGS oil official claimed that the 2012 Genel Energy agreements with Somaliland were illegal. Genel Energy meanwhile has announced it will drill two wells in the Genel Block by 2015. See 30 October 2012 article: http://www.reuters.com/article/2012/10/30/somalia-exploration-somaliland-idUSL5E8LUDPU20121030. Genel Energy CEO is Tony Hayward, who is on the board of London-listed commodities trader Glencore. Hayward's chairman at Glencore, Simon Murray, has announced in 2012 that he would be chairing a new private security operation, Typhon, to counter piracy in Somali waters, see: http://www.bbc.co.uk/news/world-africa-18209357; http://www.telegraph.co.uk/news/worldnews/piracy/9016188/Typhon-fights-back-against-pirates.html.
[10] Sources within the FGS argue that the Supreme Court ruling, signed by the President of the Supreme Court Aided Abdullahi Ilkahanaf, was motivated by his loyalty to Qeybdiid over and above existing Somali law.

Oil negotiations in Galmudug State

12. Apart from the Petro Quest Africa deal, the Monitoring Group has obtained information of engagement between Abdi Hasan Awale Qeybdiid (Hawiye / Habar Gedir / Sa'ad), the President of Galmudug state in central Somalia, and a number of other oil companies. The Monitoring Group has obtained email correspondence documenting negotiations between GTC Global, a Houston-based oil servicing company, and Abdi Hasan Awale 'Qeybdiid'. The correspondence details a request for 3.5 million USD made by the government of Galmudug as part of a PSA that was being negotiated with GTC Global at the time the correspondence was written on 18 August 2012 (see annex 5.5.g.).

13. The Monitoring Group has been in contact with a representative of GTC Global who said the company did not pay any money to the government of Galmudug, and who claimed that the government of Galmudug has instead entered into negotiations with several other oil companies.

14. On 11 October 2012, a delegation composed of Alain Madelin, former French Finance Minister, Philippe Bohn, former Africa Director and adviser to the Strategy Director for EADS, a French journalist from *Le Figaro*, Renaud Girard,[11] and Abshir Aden Ferro, a French-Somali businessman, travelled by road from Galkayo to Hobyo, escorted by Qeybdiid and his militia.[12]

President Qeybdiid, Abshir Aden Ferro and Alain Madelin, on the road back from Hobyo to Galkayo, on 11 October 2012 (see additional photographs in annex 5.5.h.)



[11] Renaud Girard, « Expédition dans le fief des pirates somaliens », Le Figaro, 15 October 2012.
[12] The delegation had to leave Hobyo soon after its arrival, after being attacked by two pick-up trucks mounted with anti-aircraft weapons, reportedly belonging to Suleiman militias; "Heavy fighting erupts in Hobyo district of Mudug region", Raxanreeb, 11 October 2012, and "Pirates 'expel' Qeybdid from Hobyo", Radio Bar Kulan, 11 October 2012.

15. According to a confidential source with extensive knowledge of oil negotiations in Galmudug, the French delegation of businessmen travelled to Galkayo and Hobyo on behalf of Total, a French oil company.[13] Nevertheless, during a meeting with the Monitoring Group, Abshir Aden Ferro denied Total's involvement in this project, and refuted the existence of a project aimed at establishing a counter-piracy programme in the Mudug region.[14]

16. It is indeed not clear what was the real aim of such a high-level, although unofficial, French delegation.[15] However, the Monitoring Group has received information confirming the association between the Galmudug authorities and a group led by Abshir Aden Ferro, with included also Chris Moore, former Drum-Cussac President for North-America, and a representative of the French consortium Sea Protection for Horn of Africa (SEAPHORA), Vincent Clouzeau.[16] The group promotes the creation of the "Galmudug Anti-Piracy Task Force" (GAPTF), and during the fall of 2012 was lobbying the international community for support and funding.[17]

17. The clashes between Suleiman and Sa'ad militias were directly related to the visit of Hobyo by the French businessmen. Following their visit to Hobyo, the President of the Himan and Heeb administration, based in Adado, released a public statement on 13 October 2012 condemning the President of Galmudug, Abdi Qeybdiid, for fuelling the conflict in Hobyo through his attempt to take full control of the town.[18]

18. The situation in the Mudug region is particularly tense, with long-standing disputes over grazing land, water points but also the port city of Hobyo, between two sub-clans of the Hawiye / Habar Gedir, the Suleiman, dominant in the Himan and Heeb administration, and the Sa'ad, who control the Galmudug State of Somalia. As also demonstrated in annex 3.2., intraclan rivalries remain high within the Sa'ad, in particular between the Hilowe sub-clan of President Qeybdiid and other sub clans. It is therefore the understanding of the Monitoring Group that, in this context, such activities of foreign companies in the Galmudug State of Somalia represent an additional threat to peace and security in the region.

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[13] Meeting with a confidential source working in the oil industry, Dubai, 9 March 2013.
[14] Meeting with Abshir Aden Ferro, Nairobi, 18 January 2013.
[15] Meeting with a Nairobi-based French diplomat, 12 November 2013.
[16] During hearings of the Defence Committee of the National Assemblée on 9 November 2010, the rapporteur Christian Ménard revealed that EADS, alongside Thalès, DCNS and Altran, was part of SEAPHORA. This consortium was created at the initiative of the Industry Minister, Christian Estrosi, with the support of the French Presidency; accessed at http://www.assemblee-nationale.fr/13/cr-cdef/10-11/c1011014.asp on 8 June 2013.
[17] Email communication with a diplomatic source, 11 November 2012.
[18] Confidential security report, 16 October 2012 ; Gamudug authorities responded by qualifying the accusation from Himan and Heeb administration as "improper" and claiming that Hobyo has always been and always will be ruled by Galmudug.

Conflict between regional states, self-proclaimed administrations and local militias

19. Facts about the existing licences awarded by both Somaliland and Puntland demonstrate the potential flashpoints that exist over oil exploration in the disputed area of Sool and Sanag regions.

On the left, a map representing block SL18,[19] awarded by Somaliland and fully owned by Oslo-based DNO International; on the right, illustration of the Nugal block, awarded by Puntland to the consortium led by Africa Oil, a company owned by the Lundin Family[20]





20. The two maps above, extracted from official websites of DNO International and Africa Oil, indicate the locations of the two blocks included in the PSAs signed respectively with Somaliland (SL 18) and Puntland (Nugaal Block). According to these maps, it seems evident that block SL 18 and the Nugaal block are overlapping.

21. Potentially, it means that exploration operations in these blocks, conducted by both DNO and Africa Oil under the protection of regional security forces, its allied militias or private forces, could generate a new conflict between Somaliland and Puntland, and affiliated proxies over the control of the Sool and Sanag regions. On 6 December 2012, Puntland has already issued a press release entitled "Puntland Cautions Oil Exploration Attempts in Sool Region May Trigger Conflict".[21]

[19] Accessed at http://www.dno.no/dno-operations/somaliland/ on 25 April 2013.
[20] Accessed at http://www.africaoilcorp.com/s/Puntland.asp?ReportID=505141 on 26 April 2013.
[21] Press Release, Garowe, Puntland, 6 December 2012.

22. During a 2012 meeting, the representatives of Africa Oil in Nairobi[22] strongly stated that the company will not conduct any activity in the Sool region of Somalia, despite the fact that "the company disputes the claims of the Republic of Somaliland" on the Nugaal block.[23]

23. However, in its response to the Monitoring Group's letter, DNO International failed to comment on the impact of oil exploration operations on peace and security in the Sool and Sanag regions.[24] Moreover, the letter states that "the Government of Somaliland will provide DNO with designated security forces to ensure the security of all personnel and property in connection with DNO's activities", adding that "DNO will engage a private security contractor to provide advice to DNO and coordinate day-to-day security activities".

24. In addition, the President of the self-declared State of Khatumo, Mohamed Yusuf Jaamac, denounced in a letter dated 28 April 2013 to the executive chairman of DNO International, Bijan Mossavar-Rahmani, the legality of the PSA, claiming also that "your deal with Somaliland […] fuel [*sic*] the conflict in northern Somalia" (see annex 5.5.i.). The day after, the "forum for peace, unity and development" of the Khatumo State addressed a similar letter to the director of corporate communication and public affairs of DNO International. The document says:

> In the case of our Khatumo State, [Somaliland militias] only occupy our regional capital Lascanod which is expected to be liberated in due course. Otherwise, the rest of our State, including this so called Block SL 18, is fully under our control (see annex 5.5.j.).

25. The Monitoring Group also understands that Africa Oil may start exploring in the Nugaal block in the event that a competitor begins with their own explorations in an area included in the PSA assigned by the Puntland Government to Africa Oil.

26. Therefore, the Monitoring Group is deeply concerned by the fact that protection of oil exploration operations may lead to a new armed conflict for the control of the disputed areas between Somaliland, Puntland and Khatumo militias. Moreover, it is alarming that regional security forces and armed groups may clash to protect and further western-based oil companies interests. In this case, the involvement of a Norwegian company on one side, and of a Swedish-owned/Canadian-based company on the other, is even more disturbing, considering the long-standing implication of Norway and Sweden in promoting peace and dialogue in Somalia.

Conflict between Somalia and Kenya over the maritime boundary

27. Somalia and Kenya have differing interpretations of their maritime boundary and associated offshore territorial rights. Currently, Somalia claims its maritime boundary with Kenya lies perpendicular to the coast, though this boundary is not enshrined in a mutually

[22] Meeting with Africa Oil representatives, Nairobi, 19 March 2012.
[23] Accessed at http://www.hornpetroleum.com/i/pdf/2011-YE.pdf on 10 May 2013.
[24] Letter to the Secretary of the Committee on Somalia and Eritrea, 14 May 2013.

accepted agreement with Kenya, which envisages the maritime boundary as being defined by the line of latitude protruding from its boundary with Somalia.[25]

Map of disputed offshore zone between Somalia and Kenya, including positions of Kenyan issued oil licenses



28. The FGS has thus refused to recognise oil licenses granted to multinational companies by Kenya and which protrude into waters defined as Somali according to that perpendicular demarcation line. Oil multinational companies affected by the FGS opposition have included French oil company Total (Kenyan license L22), Italian major ENI (Kenyan licenses L21, L23 and L24), US oil firm Anadarko (Kenyan license L5) and Norway's majority state-funded Statoil[26] (Kenyan license L26) (see again annex 5.5.k for a more detailed map of disputed oil licenses).

[25] Kenya claims that a **Memorandum of Understanding** (MoU) **signed** with Somalia's TFG in April 2009 set the border running east along the line of latitude. However, Somalia claims that the purpose of the MoU was not to demarcate the maritime boundary but rather to grant non-objection to Kenya's May 2009 submission of claim? to the UN Commission on the Limits of the Continental Shelf to delineate the outer limits of Kenya's continental shelf beyond the 200 nautical mile limit. (Each country's claim requires proof of cooperation with its neighbors.) Since it was not ratified by the parliament, Somalia **claimed** that the MoU did not, in fact, have legal basis. Somalia's parliament **rejected** this MoU in August 2009, claiming that Somalia was adhering to the appropriate requirements for delimitation of the continental shelf – not agreeing to a maritime boundary with Kenya. See Lesley Anne Warner, "East Africa's Oil/Gas Rush Highlights Kenya-Somalia Maritime Border Dispute", available at **http://lesleyannewarner.wordpress.com/2012/07/21/east-africas-oilgas-rush-highlights-kenya-somalia-maritime-border-dispute/**. On the 6 June 2013, the Office of the Prime Minister in Somalia issued a statement saying that the council of ministers had decided that The Federal Government of Somalia does not consider it appropriate to open new discussions on maritime demarcation or limitations on the continental shelf with any parties.

[26] See http://www.statoil.com/annualreport2011/en/shareholderinformation/pages/majorshareholders.aspx for precise statistics on Norwegian government holdings in Statoil.

29. The FGS has persuaded Statoil, Anadarko and Total to withdraw their claims that partially infringe on Somalia's demarcation line. However, ENI, which has been allocated three licenses that fall within the Somalia's definition of Somali waters has yet to withdraw its claims at the time of submission of this report.[27] The remaining dispute between ENI and the FGS, and the persistence of a contested perpendicular line of demarcation, may serve to create further animosity between the Governments of Somalia and Kenya at a time when both are at loggerheads over the creation of a political administration in Jubaland.

30. This territorial dispute could exacerbate tensions between Somalia and Kenya that have already been sharpened by political disagreements over the control of Kismayo and the Jubaland territory (see annexes 3.3 and 9.1).

Corruption Risks

Conflicts of interest surrounding the adoption of an Exclusive Economic Zone for Somalia.

31. Since 1972, Somalia has claimed an extension of its territorial sea from 12 to 200 nautical miles. However, article 3 of the 1982 United Nations Convention on the Law of the Sea (UNCLOS) limits coastal States to claim a maximum territorial sea of 12 nautical miles from the coast. Although Somalia signed UNCLOS in 1982, there has been considerable confusion over whether Somalia's national legislation has been harmonised to give recognition to the UNCLOS regime.[28] On 1 May 2013, however, President Hassan Sheikh issued a statement announcing that the FGS has identified a 1988 law which puts Somalia fully in compliance with UNCLOS, and which would allow Somalia to implement an Exclusive Economic Zone (EEZ), where territorial control would be limited to 12 nautical miles but where Somalia would continue to claim sovereign rights to explore, exploit, conserve and manage natural resources that exist within 200 nautical miles of its coast.

32. Once Somalia adopts the EEZ under the UNCLOS regime, Somalia and Kenya would be required to initiate a separate process to negotiate a mutually acceptable maritime boundary. This would open the possibility of an adjustment of the maritime boundary from its perpendicular position towards a position following the line of latitude.[29] Such a shift would effectively place some if not all of the disputed licenses mentioned above back into Kenyan

[27] In November 2012, an FGS oil official informed ENI in writing that the three other oil majors had withdrawn their claims from Kenyan waters. In February 2013, the FGS was still in negotiations with ENI regarding the withdrawal of their claim, but in email correspondence also left open the possibility of negotiating a prior license which is situated in Puntland.

[28] See Thilo Neumann and Tim Rene Salomon, "Fishing in Troubled Waters – Somalia's Maritime Zones and the Case for Reinterpretation", *Insights*, American Society of International Law, 15 March 2012.

[29] According to a maritime lawyer interviewed by the Monitoring Group on 22 April 2013, should Somali MPs vote for an EEZ, the boundary would be identified through a process of negotiation between the Somali and Kenyan Governments under international mediation, and would likely shift from a perpendicular position towards a position of latitude, given previous precedent set in the East African region, particularly in relation to the Tanzanian-Kenyan maritime border.

waters. It is for this reason that on 8 October 2011 the Somali MPs voted down attempts to introduce an EEZ during the Roadmap process.[30]

33. The Monitoring Group understands that Kenya suspended Norwegian oil company Statoil from block L26 in late 2012, as the company was unwilling to meet financial obligations of developing exploration activities in the block while legal uncertainty prevailed over the Kenyan-Somali maritime boundary.[31] However, a Kenyan Government official has confirmed that Statoil has nevertheless expressed interest in returning to develop L26 should the maritime boundary dispute be resolved in favour of Kenya.[32]

34. The Monitoring Group has obtained information of attempts by the Norwegian Government to influence Somali parliamentarians and other FGS officials to adopt the EEZ for Somalia, which, as explained above, would lead to a separate process of redrawing of the maritime boundary towards a line of latitude.

35. Norway has been involved in attempts to introduce the EEZ onto the parliamentary agenda since at least 2008, when former UN SRSG for Somalia Ahmedou Ould Abdallah initiated the preparation of preliminary information indicative of the outer limits of the continental shelf on Somalia. At the time this was conducted, Statoil had no commercial interest in Somalia.[33] However, efforts by Norway to lobby Somali officials to adopt the EEZ now coincide with current Norwegian interest in the fate of L26 as well as with Norwegian involvement in the application of a Special Financing Facility (SFF) donor fund of $30 million which has been allocated under the management of FGS officials with a track record of corruption (see annex 5.2).

36. Indeed, between 6 and 13 April 2013, two non-governmental organisations, the Oslo Center and the National Democratic Institute, hosted several Somali MPs, including the FGS speaker of parliament and Norwegian national, Mohamed Osman Jawari, on a Study Tour for the Federal Parliament of Somalia, in Oslo. The week-long programme included a briefing on the SFF by Norway's Special Envoy to Somalia, Jens Mjuagedal, and Senior Advisor, Rina Kristmoen, as well as a briefing on Norwegian legal assistance to Somalia for the establishment of an internationally-recognized EEZ. Former Norwegian oil minister Einar Steensnaes also briefed on the issue of management of natural resources (see annex 5.5.l. for programme).

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[30] See http://www.garoweonline.com/artman2/publish/Somalia_27/Somalia_The_Roadmap_Gets_a_Tear_on_the_EEZ.shtml.

[31] Kenyan Energy ministry Permanent Secretary, Patrick Nyoike was quoted in the financial press on 5 November 2012 as suggesting Statoil was relieved of L26 due to failing to honour a 3-D seismic development plan, see http://www.businessdailyafrica.com/Corporate-News/Kenya-expels-oil-giant-Statoil-from-exploration-plan-/-/539550/1612432/-/708r31z/-/index.html. However, a Kenyan Government official interviewed in April 2013, said he had been informed that Statoil did not want to take the risk of developing L26 while the maritime boundary was still in legal dispute.

[32] Interview , 12 May 2013.

[33] See Norwegian Foreign Ministry website: http://www.regjeringen.no/en/dep/ud/press/news/2009/shelf_assistance.html?id=555771. L26 was negotiated in 2012, see http://www.trademarksa.org/news/norwegian-firm-statoil-joins-search-oil-kenya.

37. In this way, Norway's development assistance to Somalia may therefore be used as a cover for its commercial interests there. Norway's Minister of International Development, Heikki Eidsvol Holmås has, however, publicly denied any link between Norway's assistance to Somalia in establishing its continental shelf rights and any commercial oil interest.[34]

Transparency and Capacity Issues within SPC and SPA

38. The Monitoring Group has identified shortcomings in transparency and capacity of Somalia's petroleum institutions, the SPC and the Somali Petroleum Authority (SPA). Such issues need addressing in order to mitigate potential risks of corruption.

39. The FGS has already begun negotiations with seismic companies[35] that have been invited to Somalia ahead of a planned oil-licensing auction. The FGS has also conducted negotiations with oil majors BP, Chevron, ConocoPhillips, ENI, Shell and Total, all of whom have been approached in relation to reactivating commercial activity. The SPC Director, Hussein Ahmed, has also been quoted confirming that a number of the above companies have committed to returning to Somalia.[36]

40. However, the SPC is not the *de jure* organisation to handle such agreements. The SPC is conceived primarily as a commercial enterprise with rights to participate in any PSA (see Article 20 of the Petroleum Law, annex 5.5.a) up to a maximum of 30 per cent (see Article 35 of the Petroleum Law, annex 5.5.a). Indeed, it is the SPA that should be a regulatory body primarily responsible for the grant of PSAs (see Article 19 of the Law, annex 5.5.a).

41. Given the nascent status of the Somali petroleum institutions, however, it is clear that there is already a blurring of responsibilities with the SPC director and his advisors already taking charge of regulatory matters and discussions with potential investors in the Somali oil sector. In particular, such a situation could cause conflicts of interest should the SPC award licenses to foreign oil companies while it negotiates its own commercial participation in such licenses.

42. In addition to this, SPC officials have been discussing theto registration of the SPC as a commercial entity in one of several offshore jurisdictions, notably the British Virgin Islands, Singapore or Abu Dhabi.[37] As explained by an FGS oil official this discussion took place because the SPC has failed to open a hard currency bank account due to concerns by various banks about the SPC being wholly Somali domiciled, and the reputational risks that would entail.[38]

[34] See http://www.ft.com/intl/cms/s/0/a6d5d1b6-bd9f-11e2-a735-00144feab7de.html.
[35] Spectrum, TGS Nopec, CGG Veritas and Schlumberger are all companies that have been named as invitees.
[36] See http://www.raxanreeb.com/2013/04/somalia-government-plans-to-sign-30-oil-and-gas-production-sharing-contracts/, 18 April 2013, original source Bloomberg News.
[37] Email correspondence dated 9 January 2013 between FGS oil officials, obtained by the Monitoring Group.
[38] Meeting with FGS official, 12 March 2013.

43. The Monitoring Group therefore recommends urgent international support to the Somali Government to strengthen capacity within the SPA and to create an independently managed *cadastre* of oil licenses, which should be linked to a clear financial trail for any signature fees collected during any licensing and re-licensing of oil acreage. Both oil companies and the Somali Government should openly declare such signature fees, as per best practice advocated by the Extractive Industries Transparency Initiative (EITI). The SPA should have an independent sovereign bank account managed as part of a credible public financial management agreement between the Somali government and credible donors who support capacity building initiatives.

44. Should the SPC be registered in an offshore jurisdiction, the Monitoring Group believes this may create difficulties in creating a transparent environment for credible independent audits, as mandated by Article 44 of the 2008 Petroleum Law. An offshore registration may increase the risk of an SPC account with hidden beneficiaries, unless such an account is clearly marked as a sovereign account, and all receipts can be accounted for under the terms of published contracts between the SPC and its partners, which should also be subjected to a credible and independent audit on a regular basis.

45. Without such institutional safeguards in place, the Monitoring Group is of the view that oil licensing fees and future oil revenues will remain at risk of being diverted, thereby representing a corruption risk, but also straining relations between the FGS and regional governments.

Annex 65

United Nations, Commission on the Limits of the Continental Shelf, *Progress of work in the Commission on the Limits of the Continental Shelf: Statement by the Chair*, U.N. Doc. CLCS/83 (31 Mar. 2014)

United Nations Convention on the Law of the Sea CLCS/83

Commission on the Limits of the Continental Shelf

Distr.: General
31 March 2014

Original: English

Thirty-fourth session
New York, 27 January-14 March 2014

Progress of work in the Commission on the Limits of the Continental Shelf

Statement by the Chair

Summary

The present statement provides information on the work carried out by the Commission on the Limits of the Continental Shelf and its subcommissions during the thirty-fourth session. In particular, it contains an overview of the work on the submissions made by the Russian Federation, in respect of the Okhotsk Sea (partial revised submission); Uruguay; the Cook Islands, in respect of the Manihiki Plateau; Argentina; Ghana; Iceland, in respect of the Ægir Basin area and the western and southern parts of Reykjanes Ridge; Denmark, in respect of the area north of the Faroe Islands; Pakistan; Norway, in respect of Bouvetøya and Dronning Maud Land; and South Africa. The statement also contains information about presentations made to the Commission by the Russian Federation, in respect of the Okhotsk Sea; Ghana; Iceland, in respect of the Ægir Basin area and the western and southern parts of Reykjanes Ridge; and Denmark, in respect of the area north of the Faroe Islands as well as on the adoption of recommendations in respect of the submissions made by the Russian Federation, in respect of the Okhotsk Sea; and Denmark, in respect of the area north of the Faroe Islands. The statement further contains information about presentations made to the Commission by Nicaragua, in respect of the southwestern part of the Caribbean Sea; and the Federated States of Micronesia, in respect of the Eauripik Rise. In addition, the statement addresses the establishment of subcommissions for consideration of the submission made by South Africa, in respect of the mainland of the territory of the Republic of South Africa; the joint submission by the Federated States of Micronesia, Papua New Guinea and Solomon Islands concerning the Ontong Java Plateau; the joint submission by France and South Africa in the area of the Crozet Archipelago and the Prince Edward Islands; and the submission by Mauritius in the region of Rodrigues Island. The statement also addresses the issues of the conditions of service and attendance of the members of the Commission.

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Item 4
Workload of the Commission

Conditions of service of the members of the Commission

8. The Commission took note of relevant parts of General Assembly resolution 68/70, in particular paragraphs 71, 72 and 78, concerning the obligation of States under the United Nations Convention on the Law of the Sea, whose experts are serving on the Commission, to defray the expenses of the experts they have nominated while in performance of Commission duties and medical coverage for these experts.

9. The Chair informed the Commission about an informal meeting that had been held on the margins of the thirty-fourth session of the Commission between the Coordinators of the Open-ended Working Group established by the Meeting of States Parties on the conditions of service of the Commission (see SPLOS/263, para. 77) and the Bureau of the Commission.[4]

10. After deliberations, and having reiterated its longstanding views on this issue, the Commission expressed concern as to the fact that the twenty-fourth Meeting of States Parties might only consider the possibility of addressing medical and dental insurance for members of the Commission from developing States. In this regard, the Commission underscored that all members of the Commission had been working very hard and under considerable pressure. Therefore, the needs for insurance coverage were of paramount importance for all members of the Commission, regardless of whether they had been nominated by developing or developed States. The Commission also underscored the point that the other issues related to their conditions of service should not be dealt with from a long-term perspective, as these are current and ongoing concerns affecting the working capacity and well-being of all members.

11. The Commission then requested the ad hoc working group on the workload of the Commission, chaired by Mr. Carrera (see CLCS/76, para. 17) to prepare elements for inclusion in the letter from the Chair of the Commission addressed to the President of the twenty-fourth Meeting of States Parties.

12. The Commission also reiterated the view that the Division should continue to be provided with all the necessary resources, including technical services, equipment and material, to assist the Commission with the substantially increased workload.

Establishment of new subcommissions

13. In the light of the progress in its work, the Commission decided to establish new subcommissions.

14. In this regard, the Commission, following its practice, reviewed the submissions at the head of the queue, namely: Myanmar; Yemen, in respect of south-east of Socotra Island; the United Kingdom of Great Britain and Northern Ireland, in respect of Hatton-Rockall Area; Ireland, in respect of Hatton-Rockall Area; and Fiji. Noting that there had been no developments to indicate that consent

[4] The Bureau is composed of the Chair of the Commission and the four Vice-Chairs (see CLCS/76, paras. 7 and 9).

existed on the part of all States concerned which would allow for the consideration of those submissions, the Commission decided to defer further the establishment of the relevant subcommissions.

15. The Commission then established subcommissions for the consideration of the submissions next in line, as queued in the order in which they had been received, namely the submission by South Africa, in respect of the mainland of the territory of the Republic of South Africa and the joint submission by the Federated States of Micronesia, Papua New Guinea and Solomon Islands concerning the Ontong Java Plateau.

16. Moving on to the next submission in line, namely the joint submission by Malaysia and Viet Nam in the southern part of the South China Sea, the Commission recalled the decision taken at its twenty-fourth session to defer further consideration of the submission and the relevant communications until such time as the submission is next in line for consideration as queued in the order in which it was received (see CLCS/64, para. 92). The Commission noted that there had been no developments to indicate that consent existed on the part of all States concerned which would allow for the consideration of this submission, and decided to defer further the establishment of a subcommission.

17. The Commission then established a subcommission for the consideration of the submission next in line, as queued in the order in which it had been received, namely the joint submission by France and South Africa in the area of the Crozet Archipelago and the Prince Edward Islands.

18. With regard to the next submission in line, made by Kenya, the Commission recalled the decision taken at its twenty-fourth session to revert to the consideration of the submission at the plenary level at the time when the submission is next in line for consideration as queued in the order in which it was received (ibid., para. 97). In this regard, the Commission took note of the communications received since the twenty-fourth session, namely the communication from Kenya, dated 29 October 2013, and two communications from Somalia, dated 10 October 2009 and 4 February 2014. In the light of the two latter communications, the Commission determined that, notwithstanding its decision taken at its twenty-fourth session that the submission would be addressed by way of a subcommission to be established at a future session (ibid.), the Commission was not in a position to proceed with the establishment of a subcommission at that time. The Commission took this decision in order to take into consideration any further developments that might occur throughout the intervening period during which States may wish to take advantage of the avenues available to them, including provisional arrangements of a practical nature provided for in annex I to its rules of procedure (CLCS/40/Rev.1).

19. The Commission then established a subcommission for the consideration of the submission next in line, as queued in the order in which it had been received, namely the submission by Mauritius in the region of Rodrigues Island.

20. With regard to the submissions for which the establishment of a subcommission was deferred to a future session, the Commission decided that, since those submissions remained next in line for consideration, as queued in the order in which they were received, it would review the situation at the time of establishment of its next subcommission (see CLCS/76, paras. 22-24).

21. In establishing all above-mentioned new subcommissions, the Commission proceeded on the basis of its rules of procedure and practice regarding the establishment of subcommissions, in particular rule 42, paragraph 1, of the rules of procedure. In doing so, the Commission also took note of a communication from South Africa dated 24 January 2014.

(a) Subcommission established for consideration of the submission made by South Africa, in respect of the mainland of the territory of the Republic of South Africa

22. After consultations, the Commission appointed Messrs. Charles, Glumov, Haworth, Kalngui, Lu and Uścinowicz as members of the Subcommission. The Commission agreed that, in view of the absence of some members (see para. 2 above), the seventh member of the Subcommission would be appointed at a subsequent stage.

23. The Subcommission met and elected Mr. Haworth as Chair and Messrs. Charles and Glumov as Vice-Chairs.

Report of the Subcommission

24. In the absence of the Chair of the Subcommission, one of the Vice-Chairs, Mr. Charles, reported on the progress of its work at the thirty-fourth session of the Commission, noting that the Subcommission had met from 18 to 21 February 2014. During that period, it carried out an initial examination of the submission, in conformity with annex III to the rules of procedure of the Commission.

25. The Subcommission had verified the format and completeness of the submission and completed its preliminary analysis, concluding, inter alia, that the test of appurtenance was satisfied. It also established that it was not necessary to recommend that the advice of specialists, in accordance with rule 57 of the rules of procedure, or that cooperation with relevant international organizations, in accordance with rule 56, be sought. The Subcommission also concluded that further time would be required to examine all the data and prepare recommendations for transmittal to the Commission. On 4 March, the delegation provided amended materials to the Subcommission. On 14 March 2014, the Subcommission transmitted a communication to South Africa seeking clarifications and posing questions concerning the main body of the submission.

26. The Subcommission decided that its members would continue to work on the submission during the intersessional period, and that it would meet during the thirty-fifth session of the Commission from 11 to 15 August, and from 25 to 29 August 2014, including meetings with the delegation of South Africa during the former week.

(b) Subcommission established for consideration of the joint submission by the Federated States of Micronesia, Papua New Guinea and Solomon Islands, in respect of the Ontong Java Plateau

27. After consultations, the Commission appointed Messrs. Arshad, Mahanjane, Njuguna, Paterlini, Roest and Urabe as members of the Subcommission. The Commission agreed that, in view of the absence of some members (see para. 2 above), the seventh member of the Subcommission would be appointed at a subsequent stage.

28. The Subcommission met and elected Mr. Roest as Chair and Messrs. Njuguna and Paterlini as Vice-Chairs.

29. The Subcommission decided that it would commence its consideration of the submission during the thirty-fifth session of the Commission, from 11 to 15 August, and from 25 to 29 August 2014.

(c) Subcommission established for consideration of the joint submission by France and South Africa, in respect of the area of the Crozet Archipelago and the Prince Edward Islands

30. After consultations, the Commission appointed Messrs. Arshad, Haworth, Mahanjane, Njuguna, Paterlini, and Urabe as members of the Subcommission. The Commission agreed that, in view of the absence of some members (see para. 2 above), the seventh member of the Subcommission would be appointed at a subsequent stage.

31. The Subcommission met and elected Mr. Njuguna as Chair and Messrs. Arshad and Haworth as Vice-Chairs.

32. Following the appointment of Mr. Haworth as a member of the Subcommission, and in the interest of maintaining a balanced distribution of work among the members of the Commission, the Commission decided that Mr. Haworth would no longer serve as a member of the Subcommission established for consideration of the submission made by Uruguay. In this regard, the Commission agreed, however, that he would continue to assist that Subcommission as an expert in geophysics (see para. 42 below).

33. The Subcommission decided that it would commence its consideration of the submission during the thirty-fifth session of the Commission, from 18 to 22 August 2014.

(d) Subcommission established for consideration of the submission by Mauritius in the region of Rodrigues Island

34. After consultations, the Commission appointed Messrs. Awosika, Carrera, Madon, Marques, Park, Roest and Uścinowicz as members of the Subcommission.

35. The Subcommission met and elected Mr. Madon as Chair and Messrs. Marques and Uścinowicz as Vice-Chairs.

36. The Subcommission decided that it would commence its consideration of the submission during the thirty-fifth session of the Commission, from 21 to 25 July 2014.

Item 5
Consideration of the partial revised submission made by the Russian Federation in respect of the Sea of Okhotsk[5]

Report of the Subcommission

37. The Chair of the Subcommission, Mr. Carrera, reported on the progress of its work at the thirty-fourth session, noting that the Subcommission had met from 28 to

[5] Submission made on 28 February 2013; see www.un.org/Depts/los/clcs_new/submissions_files/submission_rus_rev.htm.

Annex 66

Federal Republic of Somalia, *Preliminary Information Indicative of the outer limits of the continental shelf and Description of the status of preparation of making a submission To the Commission on the Limits of the Continental Shelf for Somalia* (14 Apr. 2009)

Preliminary Information Indicative of the outer limits of the continental shelf

and

Description of the status of preparation of making

a submission

To the Commission on the Limits of the Continental Shelf

for

SOMALIA

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1. Introduction

Somalia ratified the United Nations Convention on the Law of the Sea, hereinafter referred to as "the Convention", on 24 July 1989. The Convention entered into force for Somalia on 16 November 1994.

Article 4 of Annex II to the Convention stipulates that where a coastal State intends to establish, in accordance with article 76, the outer limits of its continental shelf beyond 200 nautical miles from the baselines from which the breadth of the territorial sea is measured, it should submit particulars of such limits to the Commission on the Limits of the Continental Shelf, hereinafter referred to as "the Commission", along with supporting scientific and technical data as soon as possible, but in any case within ten years from the entry into force of the Convention for that State.

In 2001 the Eleventh Meeting of States Parties to the Convention decided that in the case of a State Party for which the Convention entered into force before 13 May 1999, it is understood that the ten-year time period referred to in article 4 of Annex II to the Convention shall be taken to have commenced on 13 May 1999 (document SPLOS/72, paragraph (a)). This decision applies to Somalia. Consequently, in the case of Somalia the ten-year time period referred to in article 4 of Annex II of the Convention expires on 13 May 2009.

The Eleventh Meeting of States Parties to the Convention also decided that the general issue of the ability of States, particularly developing States, to fulfil the requirements of article 4 of Annex II to the Convention be kept under review (document SPLOS/72, paragraph (b)). Due to lack of financial and technical resources and relevant capacity and expertise, or other similar constraints, many developing countries are facing particular challenges to fulfil these requirements.

In June 2008 the Eighteenth Meeting of States Parties to the Convention therefore decided that it is understood that the ten-year time period referred to in article 4 of Annex II to the Convention may be satisfied by submitting preliminary information indicative of the outer limits of the continental shelf beyond 200 nautical miles from the baselines from which the breadth of the territorial sea is measured, and a description of the status of preparation and intended date of making a submission (document SPLOS/183, paragraph 1 (a)).

Somalia is among the developing States that faces particular challenges in fulfilling the requirements of article 4 of Annex II to the Convention due to lack of financial and technical resources and relevant capacity and expertise. Moreover, Somalia continues to experience a number of other constraints relating to the political and security situation in the country, substantially hindering the fulfilment of these requirements.

On this background in October 2008 the Special Representative of the Secretary-General (SRSG) for Somalia, Mr Ahmedou Ould Abdallah, initiated the preparation of preliminary information indicative of the outer limits of the continental shelf of Somalia beyond 200 nautical miles from the baselines from which the breadth of the territorial

sea is measured, to be submitted to the Secretary-General in accordance with the decision contained in SPLOS/183. In the preparation of this material the SRSG accepted an offer of assistance from the Government of Norway.

The initiative of the SRSG falls within a comprehensive and integrated United Nations strategic approach for peace and stability in Somalia, aligning and integrating political, security and programmatic efforts in a sequenced and mutually reinforcing way. It should also be noted that in its resolution 1851 (2008) of 16 December 2008 the Security Council reaffirmed "its respect for the sovereignty, territorial integrity, political independence and unity of Somalia, including Somalia's rights with respect to offshore natural resources, including fisheries, in accordance with international law". It is hoped that the submission on behalf of Somalia of preliminary information in accordance with the decision contained in SPLOS/183 will have a positive impact on the political process in Somalia in order to consolidate stability, peace and reconciliation in the country. The submission is intended to safeguard potentially important interests of future Somali generations and clearly serve the interest of Somalia.

The Norwegian offer of assistance to the SRSG should be seen in the context of Norway's commitment to a comprehensive and lasting settlement of the situation in Somalia and as an expression of Norway's support to the SRSG in carrying out his mandate. In this respect it is recalled that in its resolution 1801 (2008) of 20 February 2008 the Security Council called upon "all international organisations and Member States to support his (the SRSG) work in order to enhance security and bring a comprehensive and lasting peace to Somalia".

It is also recalled that in paragraph 19 of its resolution A/RES/63/111 on Oceans and the law of the sea of 5 December 2008, the General Assembly called upon "States to assist developing States, and especially the least developed countries and small island developing States, as well as coastal African States, at the bilateral and, where appropriate, at the multilateral level, in the preparation of submissions to the Commission regarding the outer limits of the continental shelf beyond 200 nautical miles, including the assessment of the nature and extent of the continental shelf of a coastal State through a desktop study, and the delineation of the outer limits of its continental shelf as well as in the preparation of preliminary information to be submitted to the Secretary-General in accordance with the decision contained in SPLOS/183".

The new Transitional Federal Government of the Somali Republic was sworn in on 22 February 2009. At a meeting in Nairobi on 10 March 2009 between the Deputy Prime Minister and Minister of Fisheries and Marine Resources of the Transitional Federal Government of the Somali Republic, Professor Abdirahman Adan Ibrahim Ibbi, the Deputy Special Representative of the Secretary-General for Somalia, Mr Charles Petrie, and Ambassador Hans Wilhelm Longva from the Royal Norwegian Ministry of Foreign Affairs, the Transitional Federal Government of the Somali Republic was informed about the initiative of the SRSG and of the Norwegian assistance.

At a meeting on 12 March 2009 the Council of Ministers of Somalia approved the submission by Somalia to the Secretary-General of the United Nations in accordance with SPLOS/183 of preliminary information indicative of the outer limits of the continental shelf beyond 200 nautical miles. The Council of Ministers expressed its gratitude to the SRSG, Mr Ahmedou Ould Abdallah, for his initiative and to the Government of Norway for its assistance.

2. Assistance and advice received during the preparation of this submission.

As stated in paragraph 1 above the Government of Norway has provided assistance and advice to the SRSG as well as to the Transitional Federal Government of the Somali Republic in the preparation of the present submission. Both the Royal Norwegian Ministry of Foreign Affairs and the Norwegian Petroleum Directorate have been involved in the preparation.

Based on open and accessible sources and modern Geographical Information System technology (GIS) the UNEP Shelf Programme, represented by GRID-Arendal, has provided an initial desktop study of the Somali continental shelf for the purpose of the present submission.

The SRSG and the Transitional Federal Government of the Somali Republic were moreover assisted in the preparation of the present submission by Mr Harald Brekke, member of the Commission (1997 – present). No advice was provided by any other member of the Commission.

At the invitation of the Prime Minister of the Transitional Federal Government of the Somali Republic, Omar Abdirashid Ali Sharmake, and the Deputy Prime Minister and Minister of Fisheries and Marine Resources, Professor Abdirahman Adan Ibrahim Ibbi, Ambassador Hans Wilhelm Longva from the Royal Norwegian Ministry of Foreign Affairs visited Mogadishu on 5 and 6 April 2009 to provide assistance and advice in the finalization of the present submission. The Norwegian envoy was also received by President Sharif Sheikh Ahmed and given the opportunity to meet the Council of Ministers for extra explanation of the Somali continental shelf issues.

All expenses related to the preparation of the present submission have been covered by the Government of Norway.

The Norwegian assistance was based on the following premises agreed by the SRSG:

- The assistance should not amount to the preparation of a submission to the Commission in accordance with article 76 of the Convention and article 4 of Annex II to the Convention, as well as the decision contained in SPLOS/72, paragraph (a), but should be limited to the preparation of preliminary information indicative of of the outer limits of the continental shelf of Somalia

beyond 200 nautical miles to be submitted to the Secretary-General in accordance with the decision contained in SPLOS/183, paragraph 1 (a).

- Norway takes no position on, nor does it accept any responsibility for, any legal or other issues pertaining to the preparation of the submission, including with regard to baselines.
- The assistance and advice provided by Norway should be based on open and accessible sources, notably an initial desktop study based on modern Geographical Information System technology (GIS) to be provided by the UNEP Shelf Programme, represented by GRID Arendal.
- A main purpose of the Norwegian assistance is to ensure that, in accordance with the decision contained in SPLOS/183, paragraph 1 (a), Somalia satisfies the time period referred to in article 4 of Annex II to the Convention and the decision contained in SPLOS/72.

3. Outer limit of the continental shelf of Somalia – Baselines

The present preliminary information and description deal with the outer limits of the continental shelf appurtenant to Somalia, without prejudice to any issues of bilateral maritime delimitation with neighbouring States. Such issues will be referred to under item 6 below.

In accordance with Article 2 of Somalia's Law No. 37 on the Territorial Sea and Ports of 10 September 1972, the normal baseline for measuring the breadth of the territorial sea is the low-water line along the coast, unless particularly provided. As regards the present communication all measurements will be carried out based on the World Vector Shoreline as an approximation of this normal baseline.

4. Provisions of article 76 invoked in support of this communication

The provisions of paragraphs 1, 3 and 4 of article 76 of the Convention are referred to in support of preliminary information indicative of the outer limits of the continental shelf beyond 200 nautical miles.

5. General description of the continental margin in the Indian Ocean off the coast of Somalia[1]

The Somali continental margin is characterized by a narrow continental shelf which broadens slightly to the north. Midway between the border with Kenya in the south and the tip of the Horn of Africa to the north, there is a pronounced submarine spur protruding eastward (herein after termed as the Central Somali Spur). South of the Central Somali Spur, the continental slope has a smooth gradient compared to the more complex morphology to the north. The deep abyssal plain of the Somali Basin is at a depth of about 5000 m.

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[1] Source: Bhattacharya, G.C. and Chaubey, A. K., 2001. Western Indian Ocean – A Glimpse of the Tectonic Scenario. In: The Indian Ocean, A Perspective, PP. 691 – 729.

The Somali Basin is subdivided into three sub-basins. The Central Somali Spur separates the Northern Somali Basin in the north from the Western Somali Basin in the south. Both sub-basins have a sediment thickness of about 2 km. The Eastern Somali Basin is located to the east, separated from the two other sub-basins by south-west and southward trending seafloor ridges, including the Chain Ridge (Figure 1 and Figure 2).

The Chain Ridge extends northwards until it connects to the southern flank of the Carlsberg Ridge in line with the trend of the Owen Fracture Zone, which connects the Carlsberg Ridge with the Sheba Ridge to the north. The Error Seamount (with a minimum water depth of about 370 m) is located at the junction of the Carlsberg Ridge and the Owen Fracture Zone.

The Carlsberg Ridge constitutes the northern part of the Central Indian Ridge, which is the active spreading ridge of the Indian Ocean. The Sheba Ridge continues westwards from the Owen Fracture Zone, north of Socotra and into the Gulf of Aden and the Red Sea.

As part of Gondwana Land, Somalia was juxtaposed Madagascar and northern India in the Jurassic; Madagascar south of the Central Somali Spur and northern India to the north.

The initial rifting of these parts of Gondwana Land, prior to the opening of the Somali Basin, commenced in the Middle Jurassic. Both the Western and Eastern Somali Basin crust have magnetic anomalies showing presence of old oceanic crust. The magnetic anomalies in the Western Somali Basin are interpreted to represent both limbs of an extinct spreading segment. The crust of the small Northern Somali Basin also shows magnetic anomalies of relatively low amplitude indicative of oceanic crust.

The magnetic anomalies suggest that spreading commenced in Late Jurassic at the oldest anomaly (M22) and became extinct at anomaly M0 (Early Cretaceous). A phase of renewed seafloor spreading started in Late Cretaceous moving India northwards along with the eastern parts of the Somali Basin, which was split by the process. It is believed that the Chain Ridge was formed during this splitting and transcurrent plate movement.

The details of the opening of the Indian Ocean are still a matter of discussion and research, but it is clear that the continental margin of Somalia is part of a passive continental margin. The latter was formed in Jurassic times by the continental break-up between the African Continent and the continental block of Madagascar and India.

6. Maritime delimitations and other issues

All information and maps contained in this submission are without prejudice to issues of maritime delimitation. Nor do they constitute any statement or expression of views by the United Nations, Norway or UNEP Shelf Programme/GRID Arendal.

Unresolved questions remain in relation to bilateral delimitation of the continental shelf with neighbouring States. Such questions will have to be considered by reference to Rule 46 and Annex I of the Rules of Procedure of the Commission.

On 7 April 2009, following consultations between the two sides, the Minister of Planning and International Cooperation of the Transitional Federal Government of the Somali Republic, and the Minister of Foreign Affairs of the Republic of Kenya, both being duely authorized by their respective Governments, signed in Nairobi a Memorandum of Understanding with the following content:

> **Memorandum of Understanding between the Government of the Republic of Kenya and the Transitional Federal Government of the Somali Republic to grant to each other No-Objection in respect of submissions on the Outer Limits of the Continental Shelf beyond 200 Nautical Miles to the Commission on the Limits of the Continental Shelf.**
>
> *The Government of the Republic of Kenya and the Transitional Federal Government of the Somali Republic, in the spirit of co-operation and mutual understanding have agreed to conclude this Memorandum of Understanding:*
>
> *The delimitation of the continental shelf between the Republic of Kenya and the Somali Republic (hereinafter collectively referred to as the two coastal States) has not yet been settled. This unresolved delimitation issue between the two coastal States is to be considered as a "maritime dispute". The claims of the two coastal States cover an overlapping area of the continental shelf which constitutes the "area under dispute".*
>
> *The two coastal States are conscious that the establishment of the outer limits of the continental shelf beyond 200 nautical miles is without prejudice to the question of delimitation of the continental shelf between states with opposite or adjacent coasts. While the two coastal States have differing interests regarding the delimitation of the continental shelf in the area under dispute, they have a strong common interest with respect to the establishment of the outer limits of the continental shelf beyond 200 nautical miles, without prejudice to the future delimitation of the continental shelf between them. On this basis the two coastal States are determined to work together to safeguard and promote their common interest with respect to the establishment of the outer limits of the continental shelf beyond 200 nautical miles.*
>
> *Before 13 May 2009 the Transitional Federal Government of the Somali Republic intends to submit to the Secretary-General of the United Nations preliminary information indicative of the outer limits of the continental shelf beyond 200 nautical miles. This submission may include the area under dispute. It will solely aim at complying with the time period referred to in article (4) of Annex II to the United Nations Convention on the Law of The Sea (UNCLOS). It shall not prejudice the positions of the two coastal States with respect to the maritime dispute between them and shall be without prejudice to the future delimitation of maritime boundaries in the area under dispute, including the delimitation of the continental shelf beyond 200 nautical miles. On this understanding the Republic of Kenya has no objection to the inclusion of the areas under dispute in the submission by the Somali Republic of preliminary*

information indicative of the outer limits of the continental shelf beyond 200 nautical miles.

The two coastal States agree that at an appropriate time, in the case of the Republic of Kenya before 13 May 2009, each of them will make separate submissions to the Commission on the Limits of the Continental Shelf (herinafter referred to as "the Commission"), that may include the area under dispute, asking the Commission to make recommendations with respect to the outer limits of the continental shelf beyond 200 nautical miles without regard to the delimitation of maritime boundaries between them. The two coastal States hereby give their prior consent to the consideration by the Commission of these submissions in the area under dispute. The submissions made before the Commission and the recommendations approved by the Commission thereon shall not prejudice the positions of the two coastal States with respect to the maritime dispute between them and shall be without prejudice to the future delimitation of maritime boundaries in the area under dispute, including the delimitation of the conmtinental shelf beyond 200 nautical miles.

The delimitation of maritime boundaries in the area under dispute, including the delimitation of the continental shelf beyond 200 nautical miles, shall be agreed between the two coastal States on the basis of international law after the Commission has concluded its examination of the separate submissions made by each of the two coastal States and made its recommendations to the two coastal States concerning the establishment of the outer limits of the continental shelf beyond 200 nautical miles.

This Memorandum of Understanding shall enter into force upon its signature.

A copy of the Memorandum of Understanding signed by the two Ministers is enclosed.

So far there have been no similar consultations between the Transitional Federal Government of the Somali Republic and the Republic of Yemen. There may be a potential overlap between the areas of the continental shelf beyond 200 nautical miles claimed by the two coastal states. Possible unresolved delimitation issues between them should be considered as a "maritime dispute" for the purposes of rule 5 (a) of Annex I to the Rules of Procedure of the Commission.

The Transitional Federal Government of the Somali Republic is ready to enter into consultations with the Republic of Yemen with a view to reach an agreement which will allow the Commission to consider and make recommendations on submissions by the two coastal states in any areas under dispute without prejudice to a final delimitation of the continental shelf concluded subsequently in these areas by the Somali Republic and the Republic of Yemen.

7. Preliminary information indicative of outer limits of the continental shelf beyond 200 nautical miles.

In accordance with SPLOS/183 op.p. 1 (a), this submission seeks to document that several Foot of the Slope Points (FOS points) have locations that make it clear that Somalia's continental shelf extends beyond 200 nautical miles from the normal baseline.

Considering the limited scientific data available, no final conclusion is made regarding the most appropriate location of the base of the continental slope of Somalia at this stage, Rather it is found incumbent, based on available data, to document at least the minimum extent of the continental shelf in selected key areas – by providing compelling *prima facie* evidence that FOS points may at least be located in certain areas, if not farther from ashore.

While there may be grounds for carrying out additional surveys for the precise identification of FOS points (for which there is the possibility of significant variations), the following FOS points and their projected preliminary outer limit points are submitted as part of preliminary information. These may be subject to later revision.

All figures of this document are organised in APPENDIX 1, which is submitted in a separate file.

7.1 Existing database

Figure 3 and Figure 4 show track lines for bathymetric and seismic data that has been available for analyses to determine if Somalia fills the criteria for an extended continental shelf beyond 200 nautical miles (test of appurtenance).

The majority of bathymetric and seismic data are sourced from the Geophysical Data System (Geodas) of NOAA National Geophysical Data Center (NGDC) in Colorado.

Additional bathymetric and seismic data are sourced from: Institut français de recherche pour l'exploitation de la mer (IFREMER), Marine Geoscience Data Management System (MG_DMS) and Institut de Physique du Globe de Strasbourg (IPGS).

The following satellite derived bathymetric grids have been used: ETOPO2, ETOPO1 and SRTM30plus_V4.

All data are assembled, reformatted and provided by the One Stop Data Shop (GRID-Arendal, WWW.continentalshelf.org).

The analyses of data were done in the Geocap software utilizing the UNCLOS Module (www.Geocap.no). Methods used are documented in the software documentation.

7.2 Foot of the continental slope points

Several FOS points have been identified on single-beam bathymetric profiles from the GEODAS database and on bathymetric profiles extracted from the SRTM30plus_4V grid. Seven of these FOS points generating continental shelf area beyond 200 nautical miles are plotted in Figure 5. Five of these FOS points are described in more detail in the following for documentation purposes and to demonstrate the variable nature of the continental margin of Somalia.

The possibility of identifying FOS points located further seaward than the seven documented here cannot be excluded, should more data be acquired and made available at a later stage.

7.2.1 FOS-1

Basic Data

Data type	Data source
Single beam bathymetric profile	GEODAS, survey V3618

Point FOS-1 is situated at the base of the continental slope of the southern part of Somalia. The continental slope in this area connects the shallow shelf of Somalia with the abyssal plain of the Western Somali Basin in the Indian Ocean. The area of the base of the slope is identified on the basis of the morphology of the continental slope in the area as its depicted both by the single beam bathymetric profile V3618 and the SRTM30plus_4V bathymetric grid. Point FOS-1 was determined as the point of maximum change in gradient within the base of the slope area (Figure 6).

7.2.2 FOS-3

Basic Data

Data type	Data source
Single beam bathymetric profile	GEODAS, survey V3617

Point FOS-3 is located at the base of the continental slope on the southern flank of the Central Somali Spur (Figure 1 and Figure 2). The area of the base of the slope is identified on the basis of the morphology of the continental slope as depicted by the single beam bathymetric profile V3617 that runs obliquely across the spur. Point FOS-3 was determined as the point of maximum change in gradient within the base of the slope area (Figure 7).

7.2.3 FOS-4

Basic Data

Data type	Data source
Single beam bathymetric profile	GEODAS, survey A2008L02

Point FOS-4 is located on the seaward side of a ridge-like southwards extension of the Central Somali Spur (Figure 1 and Figure 2). The base of the slope is defined by a marked down-step of the seafloor on the seaward side of this ridge-like feature as shown on the bathymetric profile A2008L02 (Figure 8). Point FOS-4 was determined as the point of maximum change in gradient within the base of the slope area (Figure 8).

7.2.4 FOS-5

Basic Data

Data type	Data source
Synthetic bathymetric profile extracted from bathymetric grid	SRTM30plus_V4

Point FOS-4 is located at the base of the continental slope on the eastern flank the Central Somali Spur (Figure 1andFigure 2). The area of the base of the slope is identified on the basis of the morphology of the continental slope in the area as depicted by a synthetic bathymetric profile extracted from the satellite derived bathymetric grid SRTM30plus_V4 (Figure 9). Point FOS-5 was determined as the point of maximum change in gradient within the base of the slope area (Figure 9).

7.2.5 FOS-6

Basic Data

Data type	Data source
Synthetic bathymetric profile extracted bathymetric grid	SRTM30plus_V4

Point FOS-6 is located at the base of the continental slope on the eastern flank the Central Somali Spur (Figure 1 and Figure 2). The area of the base of the slope is identified on the basis of the morphology of the continental slope in the area as depicted by a synthetic bathymetric profile extracted from the satellite derived bathymetric grid SRTM30plus_V4 (Figure 10). Point FOS-5 was determined as the point of maximum change in gradient within the base of the slope area (Figure 10).

7.3 Indicative extent of continental shelf based on selected FOS points

Foot of slope points FOS-1 and 8 generates continental shelf area beyond 200 nautical miles based on the sediment thickness criterion of article 76 paragraph 4(a)(i). The remaining six FOS points generate continental shelf area beyond 200 M based on both the sediment thickness criterion and the 60 nautical miles distance criterion of article 76 paragraphs 4(a)(i) and 4(a)(ii), respectively. The exact location of the outer limits of the continental shelf beyond 200 nautical miles awaits the final analyses to be submitted to the Commission (see section 8). However, the extent of the continental shelf beyond 200 nautical miles is indicated in a general way in Figure 5.

7.4 The Chain Ridge

The Chain Ridge is a seafloor high that extends south-south-westwards from the southern flank of the Carlsberg Ridge. To the south, it ends seaward of the Central Somali Spur. To the north, it connects morphologically with Socotra Island and the tip of the Horn of Africa via the Carlsberg Ridge (Figure 1 and Figure 2).

At the present stage, it is unclear whether the foot of the slope of the continental margin of Somalia may connect with the foot of the slope of the Chain Ridge. If that proves to be the case, it is possible that the Chain Ridge may be regarded to be part of the submarine prolongation of the landmass of Somalia. In such case, the Chain Ridge would be part of the continental margin of Somalia in accordance with article 76, paragraph 3.

Further studies and data are needed to clarify this question.

8. Description of status of preparation and intended date of making a submission

This communication takes advantage of available data from relevant intergovernmental bodies and organizations.

The utilization of the GRID data base together with the analytical support given by Mr. Brekke provides a careful documentation of minimum location of several Foot of the Slope Points and their projections, thus providing in good faith *prima facie* evidence that Somalia's continental shelf extends beyond 200 nautical miles from the normal baseline.

However, additional data collection will be necessary to provide exact information on the location of foot of the slope points. It should be pointed out that several conditions make it unfeasible or unpractical at this stage to engage into any attempts to ensure such data. These include particularly difficult security conditions in waters off the coast of Somalia, as also acknowledged by the Security Council of the United Nations, in Resolution 1851.

The Scientific and Technical Guidelines (STG) of the Commission[2] gives guidance to the type and quality of the data that is required to support the submission of coastal State to the Commission concerning the outer limit of its continental shelf. Chapter 9 of the STG specifies the format and recommended contents of such a submission. The STG, on the other hand, does not give any guidance to the planning and organisation of the project of preparing a submission.

The Training Manual provided by Division for Ocean Affairs and the law of the Sea Office of Legal Affairs (DOALOS)[3], contains further details on how such a project may be conducted. According this Training Manual the following steps should be taken to plan and manage a submission:

- Undertake the initial appurtenance study;
- Produce a full desktop study;
- Plan and acquire data;
- Analyse all data and produce all relevant scientific and technical documentation;
- Prepare the final submission; and
- Provide technical support to political level throughout the project cycle.

The data provided in this document shows that Somalia passes the test of appurtenance and the next natural step will be to prepare a full desktop study.

According to the Training Manual a full desktop study shall cover the following items:

- Assemble and organize all pre-existing data;
- Analyse the data according to article 76;
- Identify areas of critical value for further studies;
- Subdivide the geographical area being considered according to the applicability of the formulae and constraints provisions;
- Identify the need for further data; and
- Determine preliminary survey plans, cost estimates and recommendations for future work.

To fund activities related to preparing a submission Somalia may make an application to the *"Trust fund for the purpose of facilitating the preparation of submissions to the Commission on the Limits of the Continental Shelf for developing States, in particular the least developed countries and small island developing States, and compliance with article 76 of the United Nations Convention on the Law of the Sea"* (UN Trust Fund)

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[2] Commission on the Limits of the Continental Shelf, 1999. Scientific and technical guidelines of the commission of the continental shelf. Division for Ocean Affairs and the Law of the Sea Office of Legal Affairs United Nations, document CLCS/11, 92 p.

[3] Division for Ocean Affairs and the Law of the Sea, Office of Legal Affairs, 2006. Training Manual for delineation of the outer limits of the continental shelf beyond 200 nautical miles and for preparation of submissions to the Commission on the Limits of the Continental Shelf.

(http://www.un.org/Depts/los/clcs_new/trust_fund_article76.htm).

The UN Trust Fund does, however, not fund acquisition of data. Consequently, the full desktop study should investigate ways to secure funding for acquisition of additional data if further studies show that this is necessary for the delineation of Somalia's extended continental shelf beyond 200 nautical miles.

The SRSG and the Transitional Federal Government of the Somali Republic both envisage regular reporting on progress pertaining to the above conditions. A full submission should, in their view, take place within 10 years, unless otherwise specified in light of circumstances.

9. Conclusions

The data provided in the present submission of preliminary information indicative of the outer limits of the continental shelf beyond 200 nautical miles show that Somalia passes the test of appurtenance as described in the Scientific and Technincal Guidelines of the Commission. The location of eight Foot of the Slope Points (FOS-points) identified on the Somali continental slope makes it clear that Somalia's continental shelf extends beyond 200 nautical miles from the normal baseline.

Annex 67

Federal Republic of Somalia, *Appendix 1: Figures*, submitted with *Preliminary Information Indicative of the outer limits of the continental shelf and Description of the status of preparation of making a submission To the Commission on the Limits of the Continental Shelf for Somalia* (14 Apr. 2009)

APPENDIX 1
FIGURES

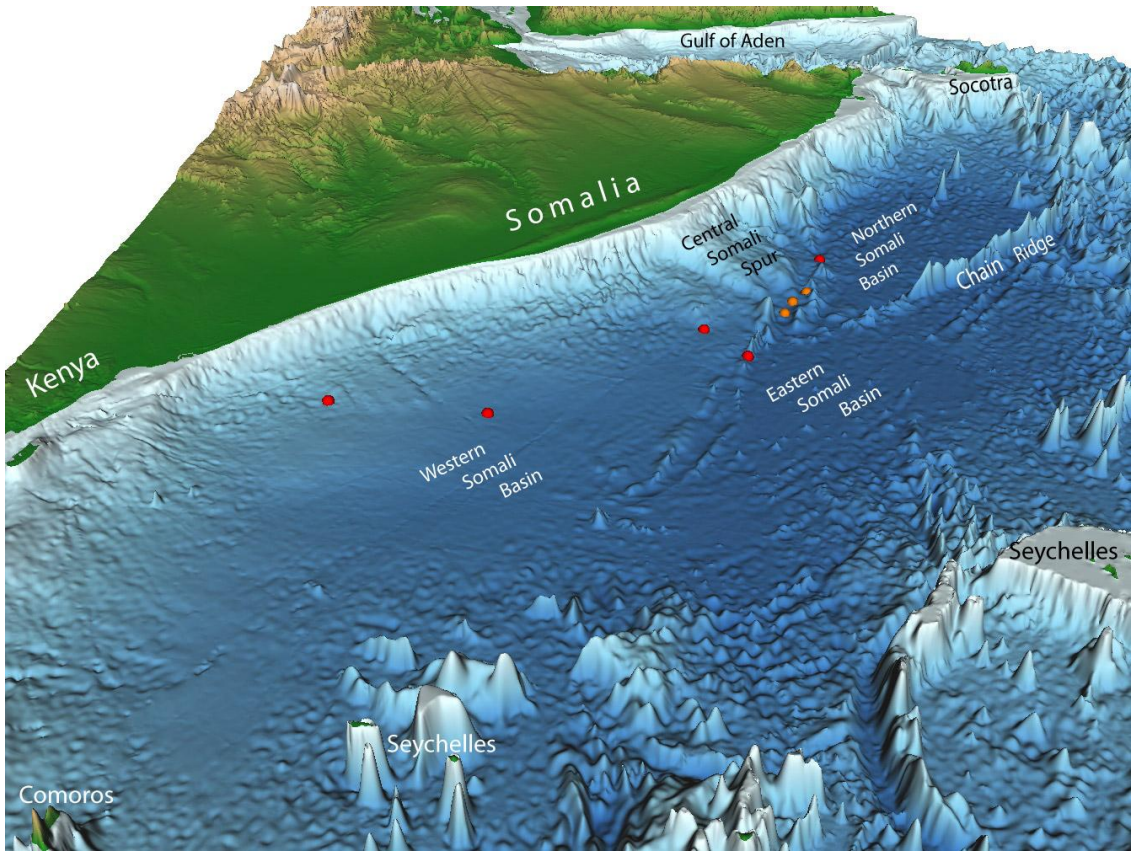


Figure 1: *Three dimensional view of the continental margin of Somalia and the north western Indian Ocean with names on key submarine features. Coloured spheres represent FOS points.*

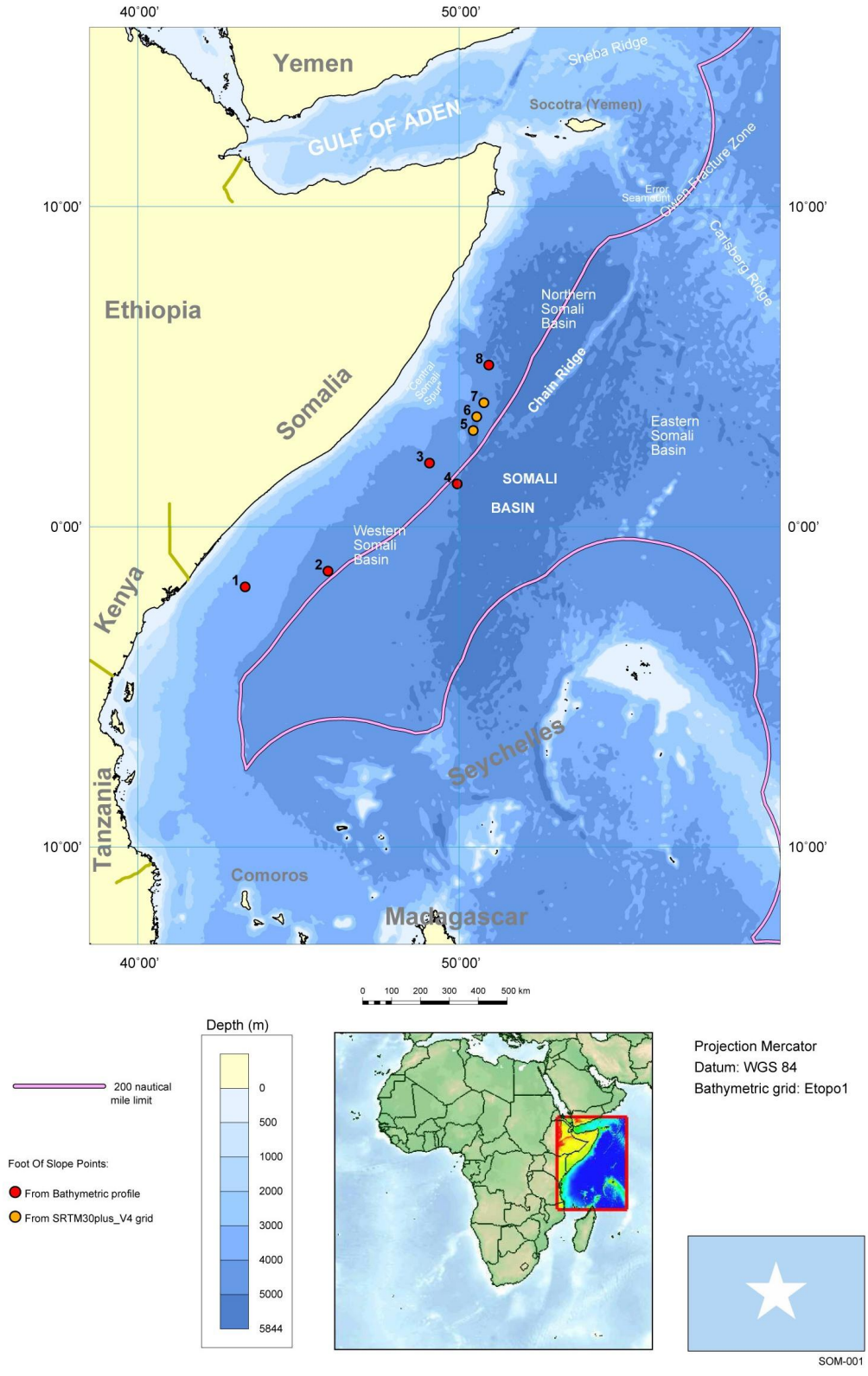


Figure 2: *Map of north western Indian Ocean and adjacent coasts with names of key submarine features.*

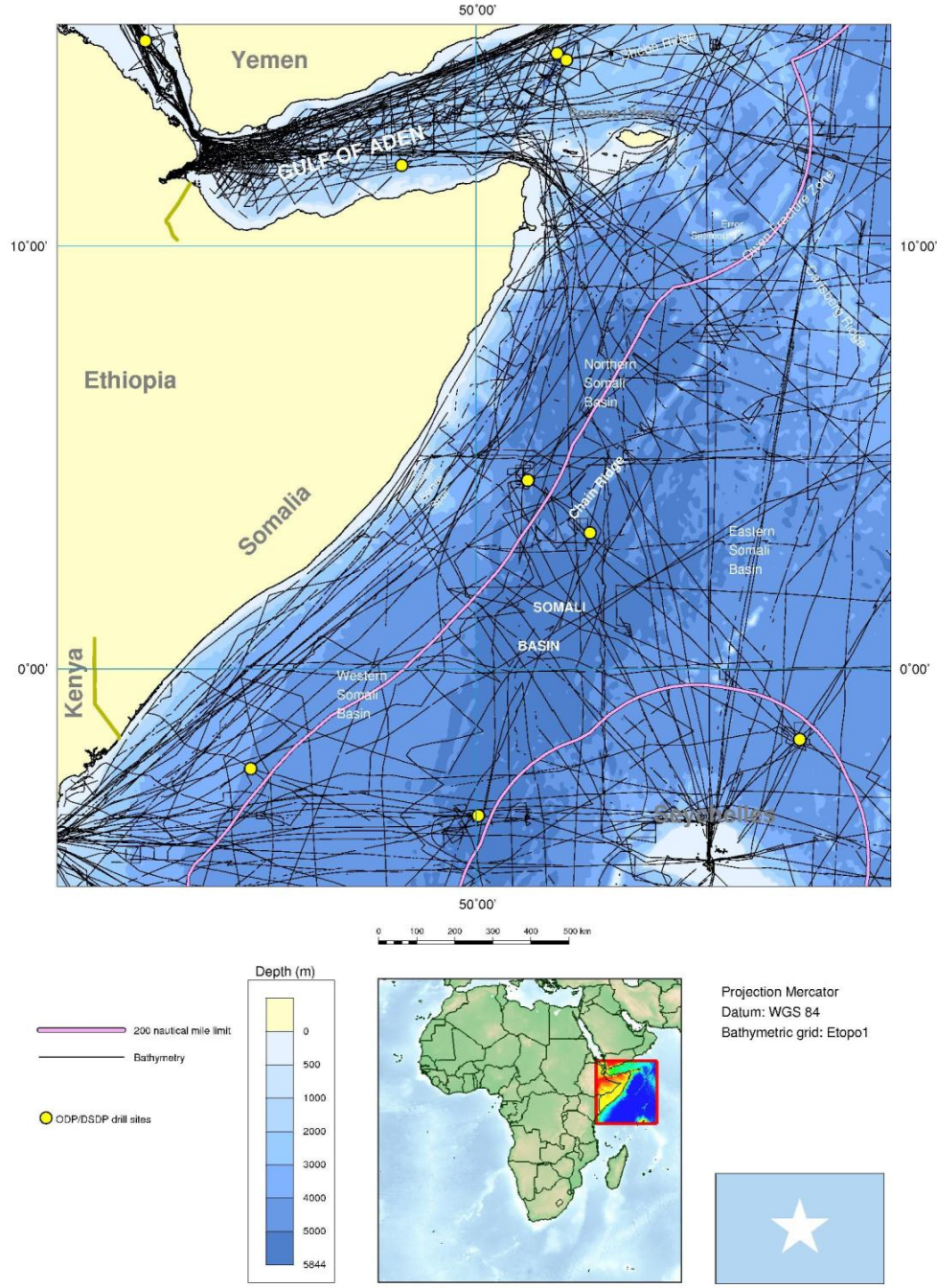


Figure 3: *Map showing echo sounder single beam corrected depth measurements and the position of DSDP/ODP drill sites.*

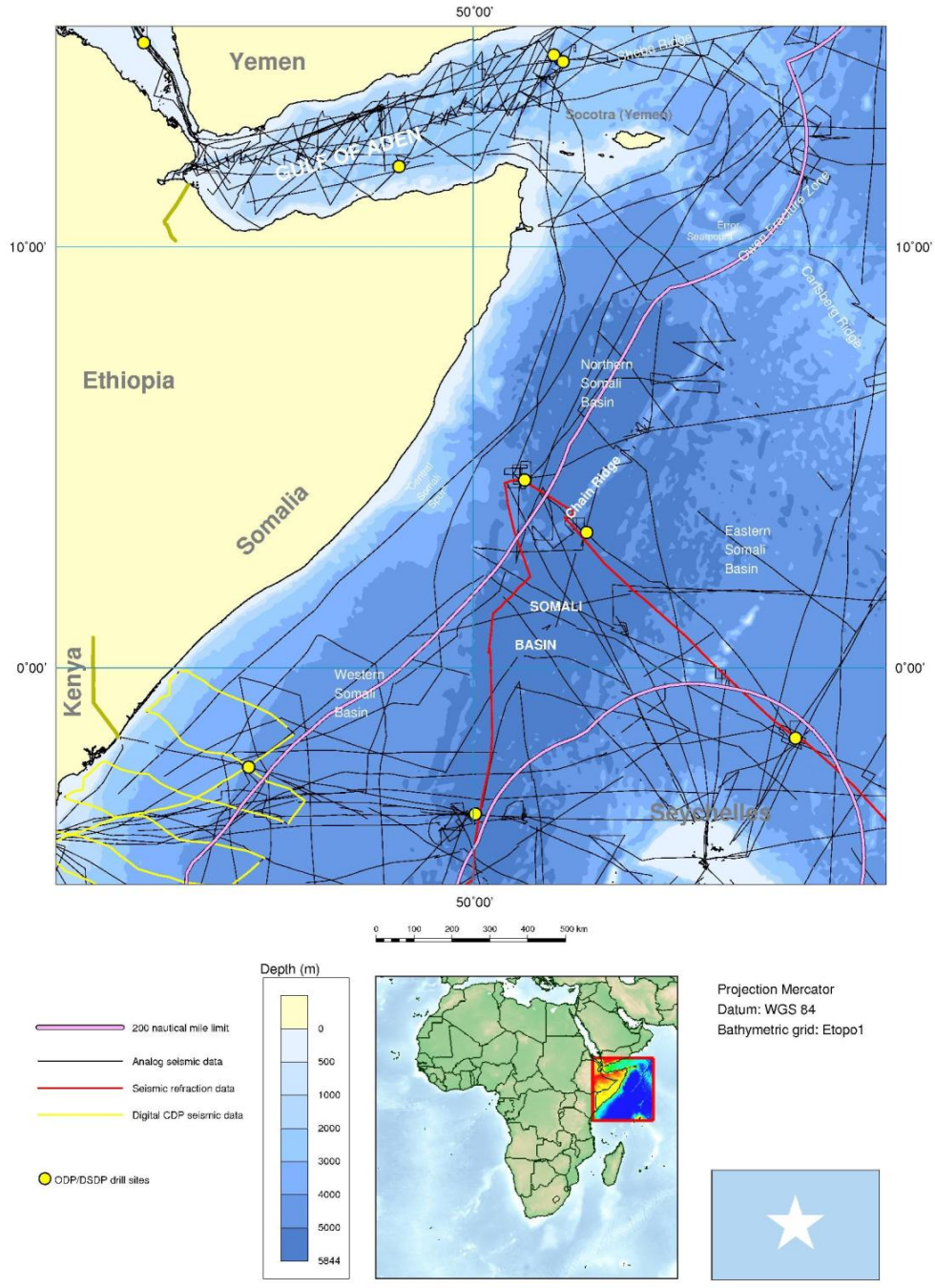


Figure 4: *Map showing analog, CDP and refraction seismic data and the position of DSDP/ODP drill sites.*

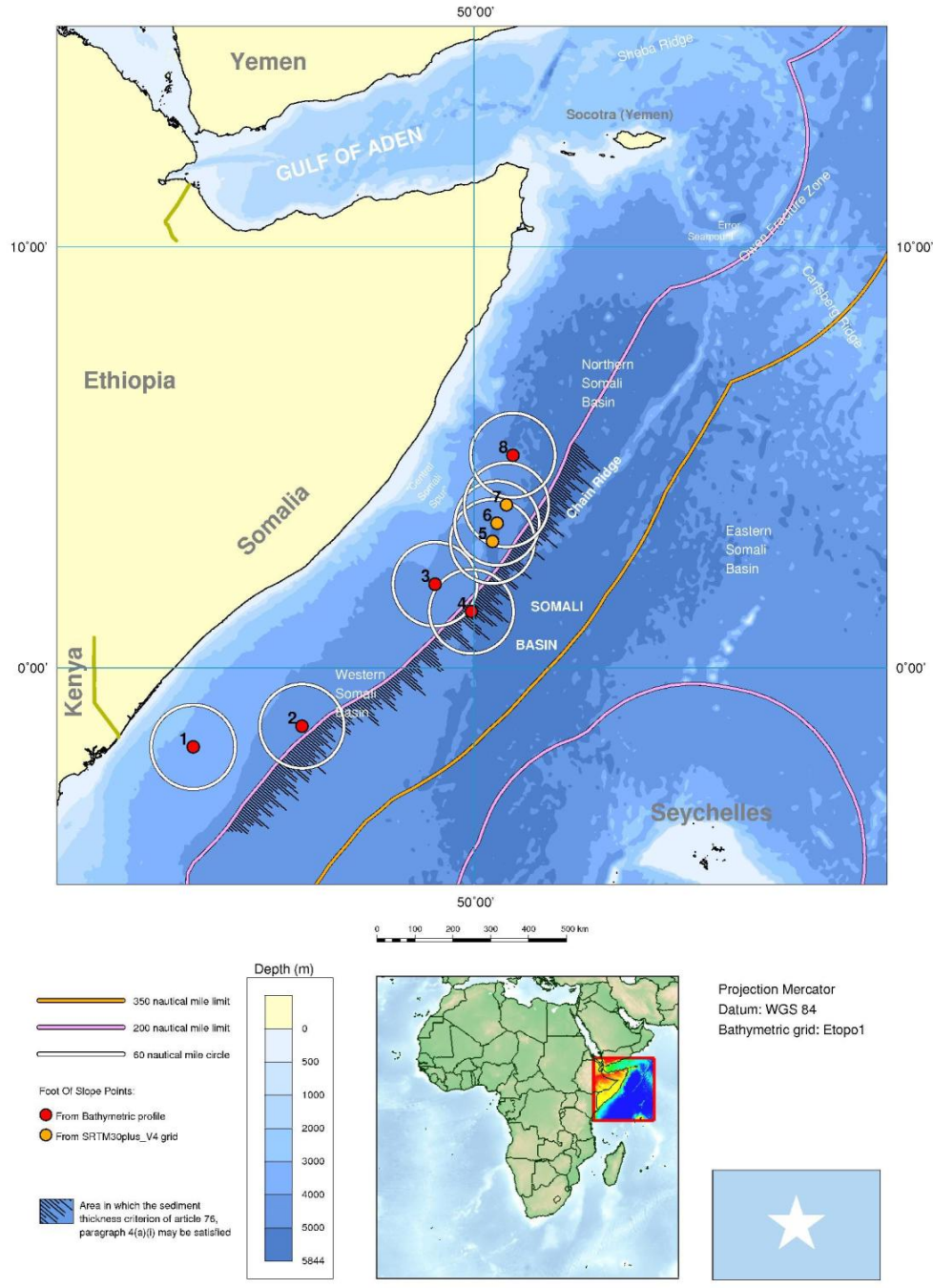


Figure 5: *Map showing the location of eight FOS points. These FOS points generate continental shelf area beyond 200 M based on the sediment thickness criterion and/or the 60 M distance criterion of article 76 paragraphs 4(a)(i) and 4(a)(ii), respectively. Five of these FOS points are described in more detail in Section 7.2.1 to 7.2.5 and Figures 6 to 10.*

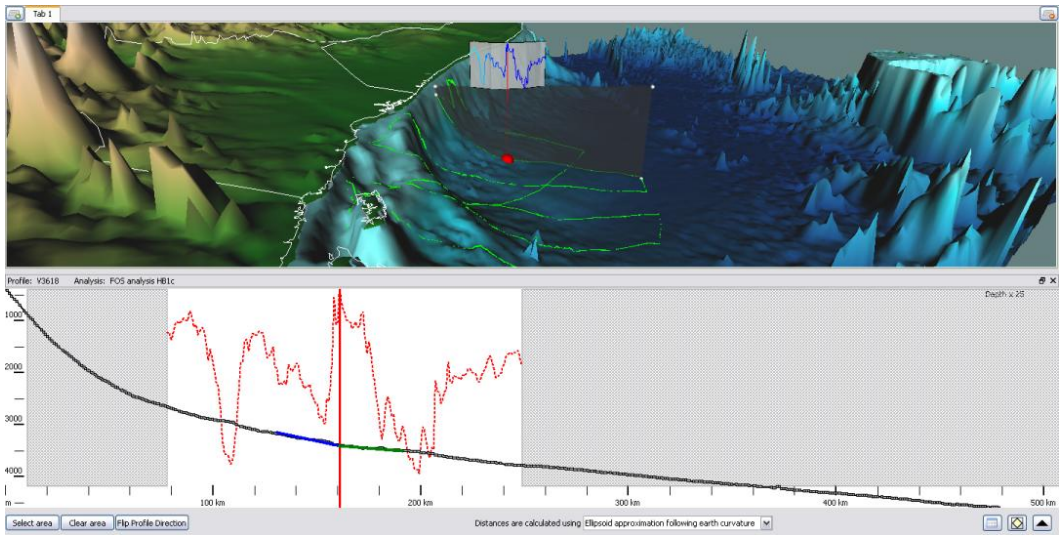


Figure 6: *Analysis of point FOS-1 at the base of the continental slope, based on bathymetric profile V3618 (lower panel). The upper panel shows a 3D view of the continental margin of Somalia viewed from south towards north, including the location of FOS-1(red circle) and the bathymetric profile V3618 (grey shaded panel). Point FOS-1 has been calculated to be the point of maximum change in average gradient across the area of the base of the slope based on the 2nd derivative of the slope (red dotted graph in lower panel).*

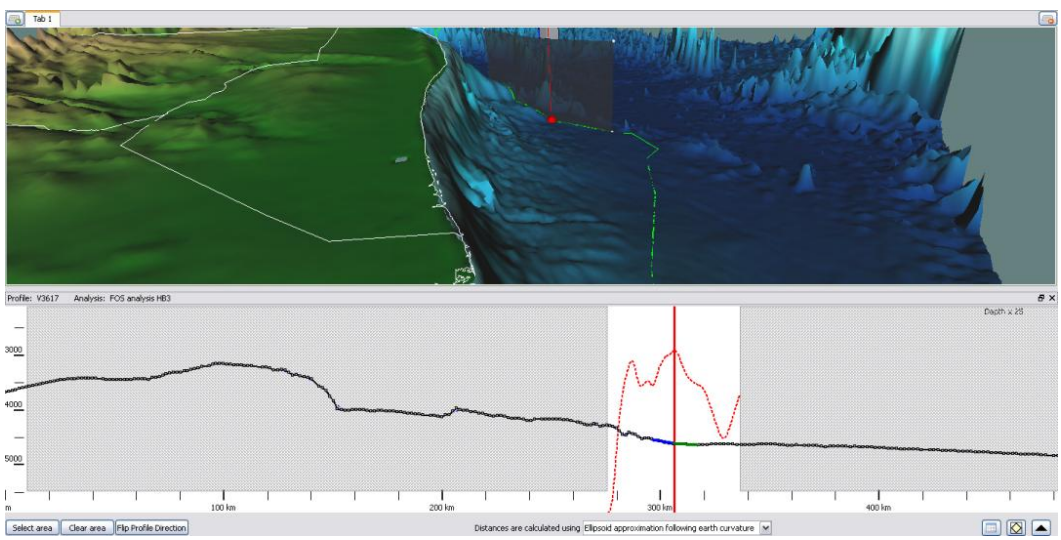


Figure 7: *Analysis of point FOS-3 at the base of the continental slope, based on bathymetric profile V3617 (lower panel). The upper panel shows a 3D view of the continental margin of Somalia viewed from south towards north, including the location of point FOS-3 (red sphere) and the bathymetric profile V3617 (grey shaded panel). Point FOS-3 has been calculated to be the point of maximum change in average gradient across the area of the base of the slope based on the 2nd derivative of the slope (red dotted graph in lower panel).*

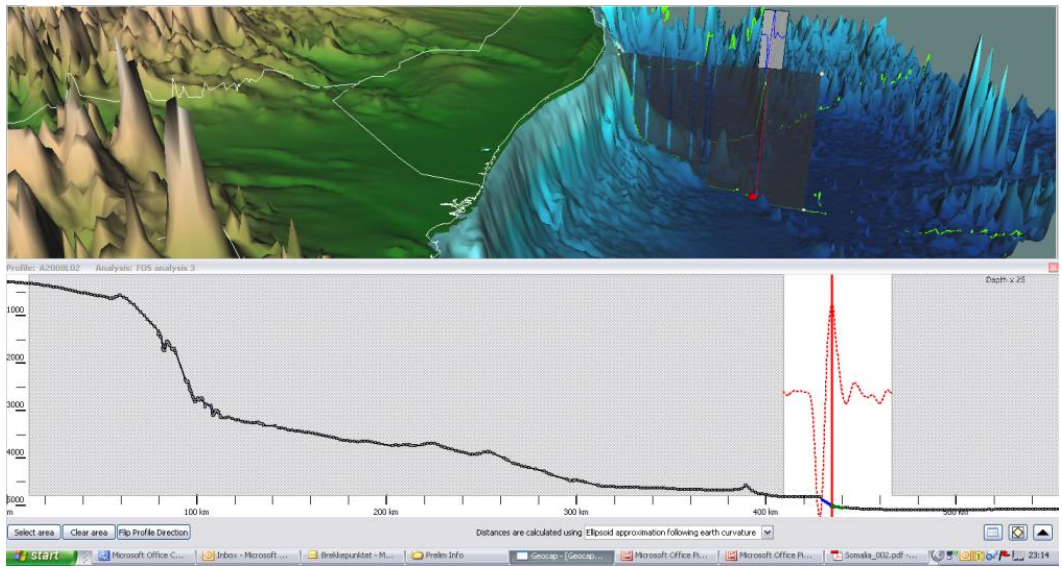


Figure 8: Analysis of point FOS-4 at the base of the continental slope, based on bathymetric profile A8008L02 (lower panel). The upper panel shows a 3D view of the continental margin of Somalia viewed from south towards north, including the location of point FOS-4 (red sphere) and the bathymetric profile A8008L02 (grey shaded panel). Point FOS-4 has been calculated to be the point of maximum change in average gradient across the area of the base of the slope based on the 2nd derivative of the slope (red otted graph in lower panel).

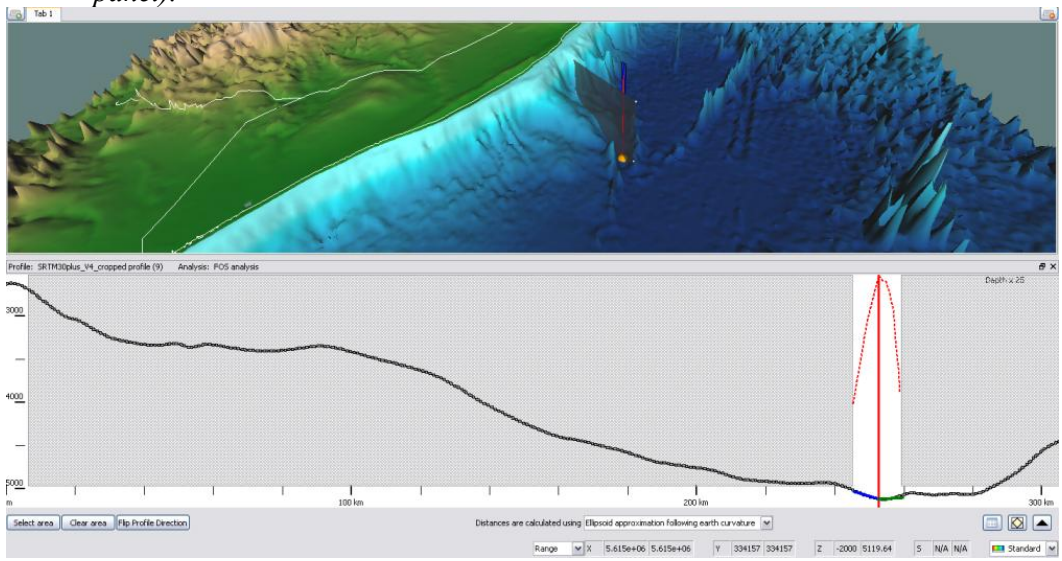


Figure 9: Analysis of point FOS-5 at the base of the continental slope, based on a synthetic bathymetric profile extracted from the satellite derived bathymetric grid SRTM30plus_V4 (lower panel). The upper panel shows a 3D view of the continental margin of Somalia viewed from south towards north, including the location of point FOS-5 (orange sphere) and the bathymetric profile (grey shaded panel). The point FOS-5 has been calculated to be the point of maximum change in average gradient across the area of the base of the slope based on the 2nd derivative of the slope (red dotted graph in lower panel).

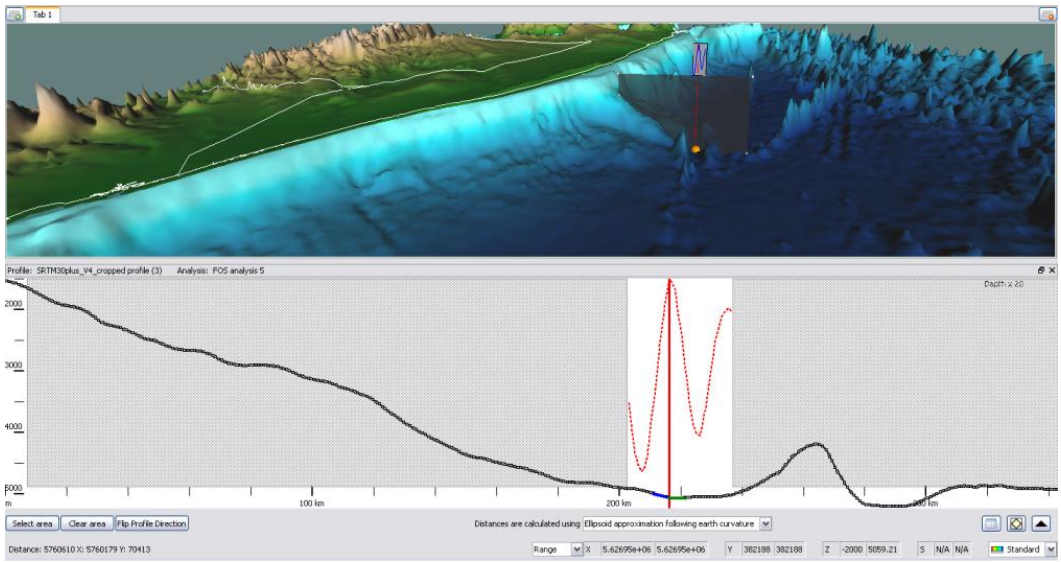


Figure 10: Analysis of point FOS-6 at the base of the continental slope, based on a synthetic bathymetric profile extracted from the satellite derived bathymetric grid SRTM30plus_V4 (lower panel). The upper panel shows a 3D view of the continental margin of Soma Somalia viewed from south towards north, including the location of the point FOS-6 (orange sphere) and the bathymetric profile (grey shaded panel). The point FOS-6 has been calculated to be the point of maximum change in average gradient across the area of the base of the slope based on the 2nd derivative of the slope (red dotted graph in lower panel).

Regarding the use of the SRTM30plus_V4 in the above figures, the following is observed:

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Annex 68

United Nations, Division for Ocean Affairs and the Law of the Sea, *Deposit by the Federal Republic of Somalia of a list of geographical coordinates of points, pursuant to article 16, paragraph 2 and article 75, paragraph 2 of the Convention*, U.N. Doc. M.Z.N. 106.2014.LOS (3 July 2014)

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MZN (MARITIME ZONE NOTIFICATIONS) RELEASED ON 3/7/2014

CIRCULAR COMMUNICATIONS FROM THE DIVISION FOR OCEAN AFFAIRS AND THE LAW OF THE SEA OFFICE OF LEGAL AFFAIRS

COMMUNICATIONS CIRCULAIRES DE LA DIVISION DES AFFAIRES MARITIMES ET DU DROIT DE LA MER BUREAU DES AFFAIRES JURIDIQUES

Annex 68

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REFERENCE: M.Z.N.106.2014.LOS (Maritime Zone Notification) 3 July 2014

United Nations Convention on the Law of the Sea
Montego Bay, 10 December 1982

Deposit by the Federal Republic of Somalia
of a list of geographical coordinates of points,
pursuant to article 16, paragraph 2 and article 75, paragraph 2 of the Convention

The Secretary-General of the United Nations communicates the following.

On 30 June 2014, the Government of the Federal Republic of Somalia deposited with the Secretary-General, pursuant to article 16, paragraph 2 and article 75, paragraph 2 of the Convention, a list of geographical coordinates of points, which, inter alia, define the limits of the Exclusive Economic Zone of the Federal Republic of Somalia.

The coordinates are referenced to the World Geodetic System 1984 (WGS84).

The list of geographical coordinates of points has been posted on the website of the Division for Ocean Affairs and the Law of the Sea, Office of Legal Affairs, at: www.un.org/Depts/los. It will also be published in the next issue of the *Law of the Sea Bulletin.*

V. J.

Annex 69

United Nations, *Receipt of the submission made by the Federal Republic of Somalia to the Commission on the Limits of the Continental Shelf*, U.N. Doc. CLCS.74.2014.LOS (21 July 2014)

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CLCS (CONTINENTAL SHELF NOTIFICATIONS) RELEASED ON 21/07/2014

CIRCULAR COMMUNICATIONS FROM THE DIVISION FOR OCEAN AFFAIRS AND THE LAW OF THE SEA OFFICE OF LEGAL AFFAIRS

COMMUNICATIONS CIRCULAIRES DE LA DIVISION DES AFFAIRES MARITIMES ET DU DROIT DE LA MER BUREAU DES AFFAIRES JURIDIQUES

Annex 69

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REFERENCE: CLCS.74.2014.LOS (Continental Shelf Notification) 21 July 2014

United Nations Convention on the Law of the Sea
concluded at Montego Bay, Jamaica
on 10 December 1982

Receipt of the submission made by the Federal Republic of Somalia
to the Commission on the Limits of the Continental Shelf

The Secretary-General of the United Nations communicates the following:

On 21 July 2014, the Federal Republic of Somalia submitted to the Commission on the Limits of the Continental Shelf, in accordance with Article 76, paragraph 8, of the Convention, information on the limits of the continental shelf beyond 200 nautical miles from the baselines from which the breadth of its territorial sea is measured.

It is noted that the Convention entered into force for the Federal Republic of Somalia on 16 November 1994 and that, on 14 April 2009, the Federal Republic of Somalia had submitted preliminary information pursuant to the *Decision regarding the workload of the Commission on the Limits of the Continental Shelf and the ability of States, particularly developing States, to fulfil the requirements of article 4 of annex II to the United Nations Convention on the Law of the Sea, as well as the decision contained in SPLOS/72, paragraph (a)*, adopted by the eighteenth Meeting of States Parties to the Convention (SPLOS/183).

In accordance with the Rules of Procedure of the Commission (CLCS/40/Rev.1), the present communication is being circulated to all Member States of the United Nations, as well as States Parties to the Convention, in order to make public the executive summary of the Submission, including all charts and coordinates contained therein. The executive summary of the Submission is available on the website of the Division for Ocean Affairs and the Law of the Sea, Office of Legal Affairs, at: www.un.org/Depts/los

The consideration of the Submission made by the Federal Republic of Somalia will be included in the provisional agenda of the thirty-seventh session of the Commission to be held in New York in early 2015.

Upon completion of the consideration of the Submission, the Commission will issue recommendations pursuant to Article 76 of the Convention.

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REFERENCE: CLCS.74.2014.LOS (Notification plateau continental) Le 21 juillet 2014

Convention des Nations Unies sur le droit de la mer
conclue à Montego Bay (Jamaïque) le 10 décembre 1982

Réception de la demande présentée par la République fédérale de Somalie
à la Commission des limites du plateau continental

Le Secrétaire général de l'Organisation des Nations Unies communique ce qui suit :

Le 21 juillet 2014, la République fédérale de Somalie a soumis une demande à la Commission des limites du plateau continental, en vertu du paragraphe 8 de l'article 76 de la Convention. Cette demande contient des informations sur la limite extérieure du plateau continental au-delà de 200 milles marins des lignes de base à partir desquelles est mesurée la largeur de la mer territoriale de la République fédérale de Somalie.

Il est noté que la Convention est entrée en vigueur pour la République fédérale de Somalie le 16 novembre 1994 et que, le 14 avril 2009, la République française a soumis des informations préliminaires en vertu de la *Décision relative au volume de travail de la Commission des limites du plateau continental et à la capacité des États, notamment des États en développement, de s'acquitter de leurs obligations en vertu de l'article 4 de l'annexe II à la Convention des Nations Unies sur le droit de la mer, et de respecter l'alinéa a) de la décision figurant dans le document SPLOS/72*, adoptée par la dix-huitième Réunion des États parties à la Convention (SPLOS/183).

Conformément au Règlement intérieur de la Commission (CLCS/40/Rev.1), la présente communication est transmise à tous les États Membres de l'Organisation des Nations Unies et aux États parties à la Convention, afin de rendre public le résumé de la demande, ainsi que les cartes et les listes des coordonnées géographiques qui y sont incluses. Le résumé de la demande peut être consulté sur le site internet de la Division des affaires maritimes et du droit de la mer du Bureau des affaires juridiques, à l'adresse suivante : www.un.org/Depts/los.

L'examen de la demande présentée par la République fédérale de Somalie sera inscrit à l'ordre du jour provisoire de la trente-septième session de la Commission, qui aura lieu à New York, au début de l'année 2015.

Une fois l'examen de la demande achevé, la Commission rendra des recommandations en vertu de l'article 76 de la Convention.