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COUNCIL

COUNCIL DECISION

of 14 December 2000

on the conclusion of an Agreement in the form of an Exchange of Letters concerning the provisional application of the Protocol setting out, for the period 1 July 2000 to 30 June 2003, the fishing opportunities and financial contribution provided for in the Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire

(2000/812/EC)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 300(2) thereof,

Having regard to the proposal from the Commission,

Whereas:

- (1) Pursuant to the Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire⁽¹⁾, the Community and the Côte d'Ivoire conducted negotiations to determine the amendments or additions to be made to the Agreement at the end of the period of application of the Protocol annexed thereto.
- (2) As a result of those negotiations, a new Protocol was initialled on 26 May 2000.
- (3) Under the said Protocol, Community fishermen enjoy fishing opportunities in waters under the sovereignty or jurisdiction of Côte d'Ivoire from 1 July 2000 to 30 June 2003.
- (4) The Protocol in question must be applied at the earliest opportunity if fishing activities by Community vessels are not to be interrupted. To that end, the two Parties initialled an Agreement in the form of an Exchange of Letters providing for the provisional application of the initialled Protocol from the day following that on which the Protocol in force expired. That Agreement should be approved pending a final decision to be adopted in accordance with Article 37 of the Treaty.
- (5) The method of allocating the fishing opportunities among the Member States should also be defined on the

basis of the traditional allocation of fishing opportunities under the Fisheries Agreement,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement in the form of an Exchange of Letters concerning the provisional application of the Protocol setting out, for the period 1 July 2000 to 30 June 2003, the fishing opportunities and financial contribution provided for in the Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire is hereby approved on behalf of the Community.

The texts of the Agreement in the form of an Exchange of Letters and the Protocol are attached to this Decision.

Article 2

The fishing opportunities set out in the Protocol shall be allocated among the Member States as follows:

(a) demersal species:

Spain: 600 gross registered tonnes

(b) tuna fishing:

(i) tuna seiners

France: 18 vessels

Spain: 21 vessels

(ii) surface longliners

Spain: 15 vessels

Portugal: 5 vessels

(iii) pole-and-line tuna vessels

France: 7 vessels

Spain: 5 vessels.

⁽¹⁾ OJ L 379, 31.12.1990, p. 3.

If licence applications from these Member States do not exhaust the fishing opportunities set out in the Protocol, the Commission may consider licence applications from any other Member State.

Article 3

The President of the Council is hereby authorised to designate the person(s) empowered to sign the Agreement in the form of an Exchange of Letters in order to bind the Community.

Done at Brussels, 14 December 2000.

For the Council

The President

J. GLAVANY

AGREEMENT

in the form of an Exchange of Letters concerning the provisional application of the Protocol setting out, for the period 1 July 2000 to 30 June 2003, the fishing opportunities and financial contribution provided for in the Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire

A. Letter from the Government of the Republic of Côte d'Ivoire

Sir,

With reference to the Protocol initialled on 26 May 2000 setting out the fishing opportunities and financial contribution for the period from 1 July 2000 to 30 June 2003, I have the honour to inform you that the Government of the Republic of Côte d'Ivoire is prepared to apply the Protocol provisionally, with effect from 1 July 2000, pending its entry into force in accordance with Article 8 of the said Protocol, provided that the European Community is disposed to do likewise.

This is on the understanding that the first instalment of the financial compensation specified in Article 3 of the Protocol is paid by 31 December 2000.

I should be obliged if you would confirm the European Community's agreement to such provisional application.

Please accept, Sir, the assurance of my highest consideration.

For the Government of Côte d'Ivoire

B. Letter from the Community

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

'With reference to the Protocol initialled on 26 May 2000 setting out the fishing opportunities and financial contribution for the period from 1 July 2000 to 30 June 2003, I have the honour to inform you that the Government of the Republic of Côte d'Ivoire is prepared to apply the Protocol provisionally, with effect from 1 July 2000, pending its entry into force in accordance with Article 8 of the said Protocol, provided that the European Community is disposed to do likewise.

This is on the understanding that the first instalment of the financial compensation specified in Article 3 of the Protocol is paid by 31 December 2000.

I should be obliged if you would confirm the European Community's agreement to such provisional application.'

I have the honour to confirm the European Community's agreement to such provisional application.

Please accept, Sir, the assurance of my highest consideration.

On behalf of the Council of the European Union

PROTOCOL

setting out, for the period 1 July 2000 to 30 June 2003, the fishing opportunities and financial contribution provided for in the Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire

Article 1

From 1 July 2000 and for a period of three years, fishing opportunities pursuant to Article 2 of the Agreement shall be as follows:

- (a) freezer trawlers designed to fish demersal species, taking deepwater crustaceans, cephalopods and demersal fish: an annual average of 600 gross registered tonnes (GRT) per month;
- (b) pole-and-line tuna vessels: 12 vessels;
- (c) surface longliners: 20 vessels;
- (d) tuna seiners: 39 vessels.

Article 2

The fishing opportunities referred to in Article 1 may be increased by mutual agreement at the request of the Community if they do not thereby compromise the rational exploitation of the resources of Côte d'Ivoire.

In this case the financial compensation referred to in Article 3(1) shall be increased proportionately and *pro rata temporis*.

Article 3

1. The financial contribution for the fishing opportunities laid down in Article 1 shall be EUR 957 500 per year (EUR 275 000 as financial compensation and EUR 682 500 for the measures provided for in Article 4 of this Protocol).
2. The financial contribution for tuna fishing shall cover a catch of 8 500 tonnes a year in Côte d'Ivoire waters. If the tuna caught by Community vessels in the Côte d'Ivoire fishing zone exceeds this weight, the amount referred to above shall be proportionately increased.
3. The annual financial compensation shall be payable by 31 December each year of the Protocol at the latest. Côte d'Ivoire shall have full discretion regarding the use to which this financial compensation is put.
4. The financial compensation shall be paid into the Public Treasury account No... with the Caisse autonome d'amortissement (CAA).

Article 4

The measures set out below shall be financed from the financial contribution provided for in Article 3(1), to the amount of EUR 682 500 per year, broken down as follows:

1. scientific programmes to promote better understanding of fishery and biological resources in the Côte d'Ivoire fishing zone: EUR 90 000;
2. technical programmes: EUR 250 000;
3. support for fisheries surveillance bodies: EUR 100 000;
4. aid for the fisheries ministry for drawing up fisheries and aquaculture development policies and strategies: EUR 50 000;
5. institutional support to the administrative department responsible for fisheries: EUR 110 000;
6. awards for study, practical training and seminars in the various scientific, technical and economic disciplines relating to fisheries and costs of participation in international meetings on fisheries: EUR 50 000;
7. contribution to international organisations: EUR 32 500.

The measures and the annual amounts allocated thereto shall be decided on by the fisheries ministry, which shall inform the Commission thereof.

The annual amounts shall be made available to the bodies concerned not later than 31 December each year and paid into the bank accounts of the competent Côte d'Ivoire authorities specified by the fisheries ministry according to the schedule for their use.

The fisheries ministry shall transmit a detailed report on the implementation of these measures and the results achieved to the Delegation of the European Commission, not later than four months after the anniversary date of the Protocol. The Commission may ask the fisheries ministry for any additional information on the results and, after consultation with the Côte d'Ivoire authorities, to reconsider the payments concerned should the measures not be implemented.

Article 5

Should the Community fail to make the payments provided for under Articles 3 and 4 of this Protocol, the obligations of Côte d'Ivoire resulting from the Fisheries Agreement may be suspended.

Article 6

1. Where *force majeure* prevents fishing activities in the Côte d'Ivoire fishing zone, the Community may suspend payment of the financial contribution following prior consultations, where possible, between the two parties.

2. Payment of the financial contribution shall recommence once the situation returns to normal and following consultation between the two parties confirming that the situation is likely to allow a return to normal fishing activities.

Article 7

The Annex to the Agreement between the European Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire shall be replaced by the Annex to this Protocol.

Article 8

This Protocol shall enter into force on the date of its signing.

It shall apply from 1 July 2000.

ANNEX

'ANNEX

Conditions for the exercise of fishing activities by Community vessels in the Côte d'Ivoire fishing zone**A. LICENCE APPLICATION AND ISSUING FORMALITIES**

The relevant Community authorities shall present to the Côte d'Ivoire fisheries ministry, via the Delegation of the Commission of the European Communities in Côte d'Ivoire, an application for each vessel wishing to fish under the Agreement.

Applications shall be made on the forms provided for that purpose by Côte d'Ivoire, specimens of which are attached (Appendix 1).

Each licence application shall be accompanied by proof of payment of the fee for the licence's term of validity.

The fees shall include all national and local charges except for service charges and port taxes.

The Côte d'Ivoire authorities shall communicate, before the entry into force of the Agreement, all information concerning the bank accounts to be used for the payment of the fee.

Licences shall be issued for specific vessels and shall not be transferable.

However, in the case of *force majeure* and at the request of the Commission of the European Communities, a vessel's licence may be replaced by a new licence for another vessel with characteristics similar to those of the first vessel. The owner of the first vessel shall return the cancelled licence to the Côte d'Ivoire fisheries ministry via the Delegation of the Commission of the European Communities in Côte d'Ivoire.

The new licence shall indicate:

- the date of issue,
- the fact that it invalidates and replaces the licence of the previous vessel.

No fee as laid down in Article 4(2) of the Agreement shall be due for any unexpired period of validity.

1. Licences shall be transmitted by the Côte d'Ivoire authorities to the Delegation of the Commission of the European Communities in Côte d'Ivoire within 30 days of receipt of the application.
2. The original licence must be held on board at all times and be presented at any time on request of the competent Côte d'Ivoire authorities.

However, for pole-and-line tuna vessels, tuna seiners and surface longliners, the Côte d'Ivoire authorities shall, on receipt of notification from the Commission of the European Communities that advance payment has been made, enter the vessel concerned in the list of vessels with authorisation to fish, which is sent to the Côte d'Ivoire control authorities. Pending receipt of the original of the licence, a copy of the licence that has been drawn up may be issued by fax to be held on board the vessel.

3. Trawlers authorised under Article 2 of the Agreement must notify the competent Côte d'Ivoire authorities of any changes to the characteristics of a vessel as entered on the licence when issued and as listed in Appendix 1.
4. Any increase in gross registered tonnage of a trawler shall require a new licence application.

B. PROVISIONS APPLICABLE TO LICENCES FOR POLE-AND-LINE TUNA VESSELS, TUNA SEINERS AND SURFACE LONGLINERS

1. Licences shall be valid for one year. They shall be renewable.
2. The fee shall be EUR 25 per tonne of fish caught within the Côte d'Ivoire fishing zone.
3. Licences shall be issued following payment of a lump sum of EUR 375 per year for each pole-and-line tuna vessel, EUR 2 750 per year for each tuna seiner and EUR 1 000 per year for each surface longliner.
4. The final statement of the fees due for the fishing period shall be drawn up by the Commission of the European Communities at the end of each calendar year on the basis of the catch declarations made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data such as the Institut de recherche pour le développement (IRD), the Instituto Español de Oceanografía (IEO) and the Instituto Português de Investigação Marítima (IPIMAR) on the one hand and the Centre de recherche océanographique de Côte d'Ivoire (Côte d'Ivoire oceanographic research centre) on the other. The statement shall be forwarded simultaneously to the Côte d'Ivoire fishing authorities and to the shipowners. Any additional payment due shall be made by the shipowners to the Côte d'Ivoire fishing authorities no later than 30 days after notification of the final statement.

However, if the amount of the final statement is lower than the abovementioned advance, the resulting balance shall not be reimbursable to the shipowner.

5. The Côte d'Ivoire authorities shall communicate, before the entry into force of the Agreement, all information concerning the bank account to be used for the payment of the fees.

C. PROVISIONS APPLICABLE TO FREEZER TRAWLERS

1. In the case of freezer trawlers, licences shall be valid for three, six or 12 months. They shall be renewable.
2. The annual fee shall be EUR 168 per gross registered tonnage (GRT) per vessel.

Fees for licences for periods of less than one year shall be paid on a pro rata basis. Six-month and three-month licences shall be subject to a surcharge of 3 % and 5 % respectively.

D. CATCH DECLARATIONS

1. Vessels authorised to fish in the Côte d'Ivoire fishing zone under this Agreement shall send their catch declarations to the fishing authorities with a copy to the Delegations of the Commission of the European Communities in Côte d'Ivoire, as follows:
 - (a) trawlers shall notify their catches using the form given in Appendix 2. These declarations shall be monthly and must be communicated at least once every three months;
 - (b) for pole-and-line tuna vessels, tuna seiners and surface longliners a fishing log shall be kept, in accordance with the model in Appendix 3 in the case of surface longliners and Appendix 4 in the case of seiners and pole-and-line vessels for each fishing period spent in the Côte d'Ivoire fishing zone. It shall be filled in even when no catches are made.

The form shall either be collected in port by the relevant departments of the Centre de recherches océanographiques de Côte d'Ivoire or sent to the same department within 45 days of the end of the fishing trip spent in the Côte d'Ivoire fishing zone.

Copies shall be sent to the scientific institutes referred to in paragraph 4 of section B above.

Forms must be completed legibly and be signed by the master of the vessel. Moreover, the words 'Outside Côte d'Ivoire fishing zone' shall be entered in the abovementioned fishing log in respect of periods during which the said vessels are not in Côte d'Ivoire waters.

2. Should these provisions not be adhered to, the Côte d'Ivoire authorities reserve the right to suspend the licence of the offending vessel until the required formality has been complied with. In this case, the Delegation of the Commission of the European Communities in Côte d'Ivoire shall be informed without delay.

E. LANDING OF CATCHES

Tuna vessels and surface longliners landing their catches in a Côte d'Ivoire port shall, wherever possible, make their by-catches available to Côte d'Ivoire dealers at local market prices in accordance with the principles of free competition.

In addition, Community tuna vessels shall contribute towards supplying Côte d'Ivoire's tuna-canning factories at a price fixed by mutual agreement between Community shipowners and Côte d'Ivoire dealers on the basis of current prices on the international market. Payment shall be made in convertible currency. The landing schedule must be drawn up by mutual agreement between the Community shipowners and the Côte d'Ivoire dealers.

F. FISHING ZONES

1. To protect spawning grounds and local small-scale fishing activities, Community vessels with licences may not carry out fishing activities as provided for in Article 2 of the Agreement in the following zones:
 - up to 12 nautical miles from the coast in the case of pole-and-line tuna vessels and surface longliners,
 - up to six nautical miles from the coast in the case of freezer trawlers,
 - up to the 200-metre isobath in the case of freezer tuna seiners.
2. However, pole-and-line tuna vessels using live bait shall be authorised to fish for bait in the prohibited zone defined above to obtain bait strictly within the limits of their own requirements.

G. ENTERING AND LEAVING THE ZONE

All vessels shall notify their position and the catch held on board direct to the Côte d'Ivoire authorities, preferably by fax ((225) 21 35 04 09) or, for vessels not equipped with a fax, by radio or telex, within three hours of entering or leaving the Côte d'Ivoire fishing zone and every three days while fishing in Côte d'Ivoire waters.

Vessels shall be informed of the relevant fax number and radio frequency when the fishing licence is issued.

The Côte d'Ivoire authorities and shipowners shall keep a copy of fax communications or a recording of radio communications until both parties have agreed to the final statement of fees due referred to in section B.

A vessel found to be fishing without having informed the Côte d'Ivoire authorities shall be regarded as a vessel without a licence.

H. MESH SIZES

The minimum mesh size authorised (mesh fully extended) shall be:

- (a) 40 mm for freezer trawlers taking deepwater crustaceans;
- (b) 70 mm for freezer trawlers taking cephalopods;
- (c) 60 mm for freezer trawlers taking fish;
- (d) in the case of tuna, the international standards recommended by ICCAT shall apply.

I. SIGNING-ON OF SEAMEN

Owners of vessels which have been granted licences as provided by the Agreement shall contribute to the practical vocational training of Côte d'Ivoire nationals, on the following terms and subject to the following limits:

1. Each trawler owner shall undertake to employ:

- one seaman for vessels under 250 GRT,
- two seamen for vessels between 250 and 300 GRT,
- three seamen for vessels over 300 GRT.

The owners of tuna vessels and surface longliners shall be responsible for employing Côte d'Ivoire nationals, on the following terms and subject to the following limits:

- for the fleet of pole-and-line tuna vessels, four Côte d'Ivoire seamen shall be signed on during the tuna fishing period in the Côte d'Ivoire fishing zone, each being assigned to a different vessel,
- for the fleet of tuna seiners, 30 Côte d'Ivoire seamen shall be signed on,
- for the fleet of surface longliners, four Côte d'Ivoire seamen shall be signed on during the tuna fishing period in the Côte d'Ivoire fishing zone, each being assigned to a different vessel.

The above limits shall not preclude the signing on of additional Côte d'Ivoire seamen at the request of the shipowners.

The Côte d'Ivoire seamen shall be chosen by the shipowners from among professional seamen recognised by the competent authorities.

2. The wages of these seamen shall be fixed, before licences are issued, by mutual agreement between the shipowners or their representatives and the relevant Côte d'Ivoire authorities; the wages shall be borne by the shipowners and must include the social contributions to which the seaman is subject (including life assurance and accident and sickness insurance).

3. Should the seamen not be signed on, owners of pole-and-line tuna vessels, tuna seiners and surface longliners shall be obliged to pay a lump sum for the fishing period equivalent to the wages of the seamen not signed on.

This sum will be used for the training of seamen in Côte d'Ivoire and is to be paid into the account specified by the Côte d'Ivoire fishing authorities.

4. Any vessel may receive on board a trainee student on a proposal from the competent Côte d'Ivoire authorities, subject to the agreement of the vessel's master. The trainee student shall be accorded the same conditions on board as those enjoyed by crewmen at the same level, as far as possible. Côte d'Ivoire shall cover subsistence expenses for this trainee.

J. TAKING ON BOARD OF SCIENTIFIC OBSERVERS

Vessels fishing in the Côte d'Ivoire fishing zone shall take a scientific observer on board at the request of the Côte d'Ivoire authorities; these observers shall be treated as officers. This applies equally, as far as is possible, to the quarters assigned to the observer. The time spent on board by the observer shall be fixed by the Côte d'Ivoire authorities but, as a general rule, it should not exceed the time required to carry out his duties. Once on board, the observer shall:

- observe the fishing activities of the vessels,
- verify the position of vessels engaged in fishing operations,
- perform biological sampling in the context of scientific programmes,
- note the fishing gear used,
- verify the catch data for the Côte d'Ivoire zone recorded in the logbook.

While on board, observers shall:

- take all appropriate steps to ensure that the conditions under which they are taken on board and their presence on board do not interrupt or hamper fishing activities,
- respect the material and equipment on board and the confidentiality of all documents belonging to the said vessel,
- draw up an activity report to be transmitted to the competent Côte d'Ivoire authorities and send a copy to the Delegation of the European Commission.

The conditions governing his embarkation shall be agreed between the shipowner or his agent and the Côte d'Ivoire authorities. Owners of trawlers shall pay the Côte d'Ivoire authorities, together with the licence fee, the sum of EUR 4 per GRT per year *pro rata temporis* for each vessel fishing in Côte d'Ivoire waters. This sum shall be paid into the account specified by the Côte d'Ivoire fishing authorities. Owners of tuna seiners, pole-and-line tuna vessels and surface longliners shall pay the Côte d'Ivoire Government EUR 10 per month for each observer taken on board. Shipowners who are unable to take observers aboard and put them off at a Côte d'Ivoire port agreed by mutual agreement with the Côte d'Ivoire authorities shall bear the cost of taking the observers aboard and putting them ashore.

If the observer is not present at the time and place agreed and during the 12 hours following the time agreed, shipowners shall be automatically absolved of their obligation to take the observer on board.

The salary and the social contributions of the observer shall be borne by the relevant Côte d'Ivoire authorities.

K. INSPECTION AND MONITORING

At the request of the Côte d'Ivoire authorities, Community vessels operating within the Agreement shall permit and facilitate the boarding and fulfilment of the tasks of Côte d'Ivoire officials responsible for the inspection and monitoring of fishing activities.

These officials should not remain on board any longer than the time required to carry out their duties.

L. BOARDING OF VESSELS

1. The Delegation of the European Commission in Côte d'Ivoire shall be notified within three working days of any boarding within the Côte d'Ivoire fishing zone of a fishing vessel flying the flag of a Member State of the Community and operating under this Agreement. The Delegation shall at the same time receive a brief report of the circumstances and reasons leading to the boarding.

2. Before any measures regarding the master or the crew of the vessel or any action regarding the cargo and equipment of the vessel are considered, other than those to safeguard evidence relating to the presumed infringement, a consultation meeting shall be held, within one working day from the receipt of the abovementioned information, between the Delegation of the Commission of the European Communities in Côte d'Ivoire, the fisheries authorities and the inspection authorities, possibly attended by a representative of the Member State concerned. At the meeting, the parties shall exchange any relevant documentation or information helping to clarify the circumstances of the established facts. The shipowner or his representative shall be informed of the outcome of the meeting and of any measures resulting from the boarding.
 3. Before any judicial procedure, an attempt shall be made to resolve the presumed infringement through a compromise procedure. This procedure shall end no later than three working days after the boarding.
 4. Should the case not be settled by means of compromise, and the master therefore be brought before a competent Côte d'Ivoire judicial body, a reasonable bank security shall be fixed by the competent authority within two working days, following the conclusion of the compromise procedure, pending the judicial decision. The bank security shall be released by the competent authority once the master of the vessel concerned has been acquitted by the judicial decision.
 5. The vessel and its crew shall be released either:
 - at the end of the consultation meeting, if the established facts permit, or
 - on receipt of payment of a fine (compromise procedure), or
 - once a bank security is deposited (judicial proceedings).
 6. Should one of the Parties consider that there is a problem in the application of the above procedure, it may request urgent consultations.
-

Appendix 1

MINISTÈRE DE LA
PRODUCTION ANIMALE
BP V 84 Abidjan
(République de Côte d'Ivoire)

RÉPUBLIQUE DE CÔTE-D'IVOIRE
UNION-DISCIPLINE-TRAVAIL

APPLICATION FOR A FISHING LICENCE

SECTION A

1. Name of shipowner:
2. Nationality of shipowner:
3. Business address of shipowner:
.....
.....

SECTION B

(to be completed for each vessel)

1. Period of validity:
2. Name of vessel:
3. Year of construction:
4. Original flag:
5. Current flag:
6. Date on which current flag acquired:
7. Year acquired:
8. Home port and registration No:
9. Fishing zones:
10. Type of fishing:
11. Gross tonnage (GRT):
12. Net tonnage (NRT):
13. Radio call sign:
14. Length overall (metres):
15. Bow (metres):
16. Depth (metres):
17. Hull construction material:
18. Engine power:
19. Speed (knots):
20. Cabins:
21. Capacity of tanks (m³):
22. Capacity of fish-holds (m³):
23. Freezing capacity in tonnes/24 hours and system used:
24. Colour of hull:
25. Colour of superstructures:
26. Crew numbers:

27. On-board communication equipment:

Type	Make	Model	Power (Watt)	Year of construction	Frequencies	
					Reception	Transmission

28. Navigating and sounding equipment:

Type	Make	Model

29. Auxiliary boats used (for each vessel):

29.1. Gross tonnage (GRT):

29.2. Length overall (metres):

29.3. Bow (metres):

29.4. Depth (metres):

29.5. Hull construction material:

29.6. Engine power:

29.7. Speed (knots):

30. Auxiliary aerial equipment used to detect fish (even if not installed on board):

31. Home port:

32. Name of captain:

33. Address:

34. Nationality of captain:

Attach:

- three colour photocopies showing the vessel (side view), auxiliary fishing boats and auxiliary aerial equipment used to detect fish,
- an illustration and detailed description of the fishing gear used,
- a document proving that the representative of the shipowner is empowered to sign this application.

.....
(Date of application).....
(Signature of representative of shipowner)

Appendix 2

FREEZER TRAWLERS
(DEMERSAL SPECIES)

Month:

Year:

Name of vessel:	
Nationality (flag):	

Engine rating:	
Gross registered tonnage (t):	

Fishing method:	
Port of landing:	

Date	Fishing area		Number of catches	Number of fishing hours	Species of fish							Totals
	Longitude	Latitude										
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												
11.												
12.												
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21.												
22.												
23.												
24.												
25.												
26.												
27.												
28.												
29.												
30.												
31.												
TOTAL												

NAME OF VESSEL

SKIPPER

--

--

PORT OF DEPARTURE
 DATE TIME
 LOG

PORT OF ARRIVAL
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**COUNCIL DECISION
of 14 December 2000**

on the conclusion of the Agreement in the form of an Exchange of Letters concerning the provisional application of the Protocol setting out for the period 3 May 2000 to 2 May 2002 the fishing opportunities and the financial contribution provided for by the Agreement between the European Economic Community and the Government of the People's Republic of Angola on fishing off the coast of Angola

(2000/813/EC)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 300(2) thereof,

Having regard to the proposal from the Commission,

Whereas:

- (1) The Community and the Republic of Angola have held negotiations with a view to determining amendments or additions to be made to the Agreement between the European Economic Community and the Government of the People's Republic of Angola on fishing off the coast of Angola ⁽¹⁾ at the end of the period of application of the Protocol annexed to the said Agreement.
- (2) As a result of these negotiations, a new Protocol was initialled on 6 July 2000.
- (3) Under that Protocol, Community fishermen have fishing opportunities in the waters under the sovereignty or jurisdiction of the Republic of Angola for the period 3 May 2000 to 2 May 2002.
- (4) In order to avoid interruption of fishing activities by Community vessels, the new Protocol should be applied as soon as possible. For this reason, both parties have initialled an Agreement in the form of an Exchange of Letters providing for the initialled Protocol to be provisionally applied from the day following the date of expiry of the previous Protocol. That Agreement should be approved subject to a definitive decision under Article 37 of the Treaty.
- (5) The method of allocating the fishing opportunities among the Member States should be defined on the basis of the traditional allocation of fishing opportunities under the Fisheries Agreement,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement in the form of an Exchange of Letters concerning the provisional application of the Protocol setting out for the period 3 May 2000 to 2 May 2002 the fishing

opportunities and the financial contribution provided for by the Agreement between the European Economic Community and the Government of the People's Republic of Angola on fishing off Angola is hereby approved on behalf of the Community.

The texts of the Agreement in the form of an Exchange of Letters and of the Protocol are attached to this Decision.

Article 2

1. The fishing opportunities fixed in the Protocol shall be allocated among the Member States as follows:

(a) shrimp vessels:

— Spain: 6 550 gross registered tonnage (GRT) per month, averaged over the year, 22 vessels;

(b) demersal fishing vessels:

— Spain: 1 650 GRT per month, averaged over the year,

— Portugal: 1 000 GRT per month, averaged over the year,

— Italy: 650 GRT per month, averaged over the year,

— Greece: 450 GRT per month, averaged over the year;

(c) freezer tuna seiners:

— France: 7 vessels,

— Spain: 11 vessels;

(d) surface longliners:

— Portugal: 5 vessels,

— Spain: 20 vessels;

(e) pelagic fishing vessels:

— Ireland: 2 vessels.

2. If licence applications from these Member States do not cover all the fishing opportunities fixed by the Protocol, the Commission may take into consideration licence applications from any other Member State.

⁽¹⁾ OJ L 341, 3.12.1987, p. 1.

Article 3

The President of the Council is hereby authorised to designate the person or persons empowered to sign the Agreement in the form of an Exchange of Letters in order to bind the Community.

Done at Brussels, 14 December 2000.

For the Council
The President
J. GLAVANY

AGREEMENT

in the form of an Exchange of Letters concerning the provisional application of the Protocol setting out for the period 3 May 2000 to 2 May 2002 the fishing opportunities and the financial contribution provided for by the Agreement between the European Community and the Government of the Republic of Angola on fishing off the coast of Angola

A. Letter from the Government of the Republic of Angola

Sir,

With reference to the Protocol initialled on 6 July 2000 setting out the fishing opportunities and financial compensation for the period 3 May 2000 to 2 May 2002, I have the honour to inform you that the Government of the Republic of Angola is prepared to apply the Protocol on a provisional basis with effect from 3 May 2000, pending its entry into force in accordance with Article 7 thereof, provided that the European Community is disposed to do the same.

This is on the understanding that the financial compensation provided for in Article 2 of the Protocol is to be paid before 30 November 2000.

I should be obliged if you would confirm the European Community's agreement to such provisional application.

Please accept, Sir, the assurance of my highest consideration,

For the Government of the Republic of Angola

B. Letter from the Community

Sir,

I have the honour to acknowledge receipt of your letter of today's date which reads as follows:

'With reference to the Protocol initialled on 6 July 2000 setting out the fishing opportunities and financial contribution for the period 3 May 2000 to 2 May 2002, I have the honour to inform you that the Government of the Republic of Angola is prepared to apply the Protocol on a provisional basis with effect from 3 May 2000, pending its entry into force in accordance with Article 7 thereof, provided that the European Community is disposed to do the same.

This is on the understanding that the financial compensation provided for in Article 2 of the Protocol is to be paid before 30 November 2000.

I should be obliged if you would confirm the European Community's agreement to such provisional application.'

I have the honour to confirm the European Community's agreement to such provisional application.

Please accept, Sir, the assurance of my highest consideration,

On behalf of the Council of the European Union

PROTOCOL**setting out for the period 3 May 2000 to 2 May 2002 the fishing opportunities and financial contribution provided for in the Agreement between the European Economic Community and the Government of the People's Republic of Angola on fishing off Angola***Article 1*

From 3 May 2000, for a period of two years, the limits referred to in Article 2 of the Agreement shall be as follows:

1. Shrimp vessels:

6 550 gross registered tonnage (GRT) per month, as an annual average (maximum 22 vessels).

However, the quantities to be fished by Community vessels may not exceed 5 000 tonnes of shrimps and prawns per year, of which 30 % shall be prawns and 70 % shrimps.

2. Demersal vessels: (trawlers, bottom longliners, fixed gillnets):

3 750 GRT per month, as an annual average.

Fishing for *Centrophorus granulosus* is forbidden.

3. Freezer tuna seiners: 18 vessels.

4. Surface longliners: 25 vessels.

5. Fishing for pelagic species: 2 vessels.

Because of the nature of this type of fishing, it shall be subject to a trial period of six months starting on the date that this Protocol enters into force.

Article 2

1. The financial contribution provided for in Article 7 of the Agreement for the period referred to in Article 1 of this Protocol is hereby set at EUR 13 975 000 per year (including EUR 9 950 000 per year by way of financial compensation and EUR 4 025 000 per year for the measures referred to in Article 3 of this Protocol) in return for the fishing opportunities set out in Article 1.

The financial compensation shall be payable into a budget account of the Ministry for Fisheries and the Environment.

The financial compensation shall be paid not later than 30 November for the first year of the Protocol and not later than the anniversary date of the Protocol the following year.

2. If vessels withdraw from the Agreement and the Angolan authorities do not agree to their replacement by other vessels, the resulting reduction in fishing opportunities for the Community shall entail a proportional adjustment of the financial contribution provided for in paragraph 1.

3. Angola shall have full discretion regarding the use to which the financial compensation is put.

Article 3

The amount of EUR 4 025 000 earmarked for the specific measures provided for in Article 2(1) each year shall be broken down as follows:

1. Angolan scientific and technical programmes to improve knowledge of fishery and biological resources in Angola's fishing zone: EUR 750 000

2. Quality control programme: EUR 350 000

3. Programme of support for fisheries surveillance: EUR 775 000

4. Programme to develop non-industrial fishing: EUR 150 000

5. Programme of institutional support to the Ministry for Fisheries and the Environment: EUR 500 000

6. Programme to finance fishing schools, study grants, practical training in the various scientific, technical and economic disciplines related to fisheries and participation in international organisations, seminars, symposia and workshops: EUR 1 500 000.

The measures and the annual amounts allocated thereto shall be decided on by the Ministry for Fisheries and the Environment, which shall inform the Commission of the European Communities thereof.

The annual amounts shall be made available to the bodies concerned, through a budget account of the Ministry for Fisheries and the Environment, not later than 30 November for the first year and after the anniversary date of the Protocol the following year.

The Ministry for Fisheries and the Environment shall provide the Commission of the European Communities with detailed information in writing. The European Community may reconsider the payments concerned, after consulting the Angolan authorities, in the light of actual progress in implementing the measures.

Article 4

Should there be any significant change in the conditions of exploiting fisheries resources in Angola's exclusive economic zone (EEZ) which prevent the exercise of fishing activities, the European Community reserves the right to stop payment of the financial contribution, on agreement between the parties.

Article 5

A joint scientific meeting shall be held annually to analyse matters relating to the sustainable management of fisheries resources.

Article 6

Should the Community fail to make the payments provided for in Articles 2 and 3 within the time limits laid down, application of the Agreement may be suspended.

Article 7

The Annex to the Agreement between the European Economic Community and the Government of the People's Republic of Angola on fishing off Angola is hereby repealed and replaced by the Annex to this Protocol.

Article 8

This Protocol shall enter into force on the date of its signature.
It shall apply from 3 May 2000.

ANNEX

'ANNEX A

Conditions governing fishing activities by Community vessels in Angolan waters**1. LICENCE APPLICATION AND ISSUING FORMALITIES**

- 1.1. The Commission of the European Communities shall present to Angola's fishing authority, via the Delegation of the Commission of the European Communities in Angola, an application made by the shipowner for each vessel wishing fish under this Agreement, at least 15 days before the date of commencement of the period of validity requested. Applications shall be made on forms provided for the purpose by Angola, specimens of which are contained in Appendix 1 and Appendix 2. On first application the form should be accompanied by a tonnage certificate. All licence applications shall be accompanied by proof of payment of the licence fee for the period of its validity.

For the purposes of this Protocol the fishery products caught by Community vessels fishing under this Agreement shall be of Community origin.

- 1.2. Each licence shall be issued to a shipowner for a specific vessel. In cases of proven *force majeure*, at the request of the Commission of the European Communities, the licence for a vessel shall be replaced by a licence valid for another Community vessel of a similar type.
- 1.3. Licences shall be issued by the Angolan authorities to the skipper of the vessel in the port of Luanda after inspection of the vessel by the competent authority. However, in the case of tuna vessels and surface longliners, licences shall be issued to the shipowners or their representatives or agents.
- 1.4. The Delegation of the Commission of the European Communities in Angola shall be notified of the licences issued by Angola's fishing authority.
- 1.5. Licences must be held on board at all times; however, in the case of tuna vessels and surface longliners, the vessel shall be entered on the list of authorised fishing vessels as soon as notification is received that the European Commission has paid the advance to the Angolan authorities and the list shall then be communicated to the Angolan authorities responsible for supervising fisheries. Pending receipt of the licence, a copy may be obtained by fax and should be kept on board.
- 1.6. Licences shall be valid for periods of one year.
- 1.7. Each vessel shall be represented by an agent who is resident in Angola and approved by the Ministry for Fisheries and the Environment.
- 1.8. The Angolan authorities shall communicate, as soon as possible, particulars of the bank accounts and currencies to be used for financial settlements under this Agreement.

2. FEES**2.1. Provisions applicable to licences for shrimp vessels and demersal fishing vessels**

The fees shall be:

- EUR 58/month per GRT for shrimp vessels,
- EUR 205/year per GRT for demersal vessels.

The fees may be paid quarterly or half-yearly. In this case the amount shall be increased by 5 % and 3 % respectively.

2.2. Provisions applicable to tuna vessels and surface longliners

The fees shall be EUR 25 per tonne caught within Angola's fishing zone.

Licences shall be issued following advance payment to Angola at a flat rate of EUR 4 200 a year for each freezer tuna seiner, equivalent to the fees for a catch of 168 tonnes per year, and at a flat rate of EUR 2 100 a year for each surface longliner, equivalent to the fees for a catch of 84 tonnes per year.

The final statement of the fees due for the fishing year shall be drawn up by the Commission of the European Communities at the end of the first quarter of the year following that of the catches on the basis of the catch statements made for each vessel and verified by a specialised scientific body in the region, in particular the Institut de Recherche pour le Développement (IRD), the Instituto Español de Oceanografía (IEO) and the Instituto Português de Investigação Marítima (IPIMAR).

This statement shall be communicated to the Angolan authorities and to the shipowners at the same time. The shipowners shall make any additional payment, within 30 days of notification of the final statement at the latest, into an account opened with a financial institution or any other body specified by the Angolan authorities.

However, if the amount of the final statement is lower than the advance referred to above, the balance shall not be reimbursed to the shipowners.

3. BIOLOGICAL REST-PERIOD

Each year there is the possibility that a closed season on shrimp fishing may be decided for reasons of biological recovery in the light of the findings of scientific surveys. The Commission and shipowners shall be notified not less than three months in advance of any such closed season. Shipowners shall not pay for the licence fee during this period.

4. BY-CATCHES

The by-catches of shrimp vessels shall be the property of the shipowners. They shall be authorised to catch up to 500 tonnes of crab per year.

5. LANDINGS

Community surface longliners shall endeavour to help supply Angolan tuna-canning factories, in accordance with their fishing effort in the zone, at a price to be jointly agreed between the shipowners and the Angolan fishing authorities based on current international market prices. Payment shall be made in convertible currency.

6. TRANSSHIPMENT

All transshipments shall be notified to the competent Angolan fishing authorities eight days in advance and shall take place in one of the bays of Luanda or Lobito in the presence of the tax authorities.

A copy of the documentation relating to transshipments shall be forwarded to the Inspection and Monitoring Department of the Ministry for Fisheries and the Environment 15 days before the end of each month for the preceding month.

7. DECLARATIONS OF CATCHES

7.1. Shrimp vessels and demersal vessels

7.1.1. At the end of each fishing campaign these vessels must forward to the Fisheries Research Institute in Luanda, via the Delegation of the Commission of the European Communities, the daily catch reports drawn up by the skipper in accordance with the specimen contained in Appendices 3 and 4.

Furthermore, each vessel shall present a monthly report to the planning, studies and statistics office of the Ministry for Fisheries and the Environment, via the delegation of the Commission of the European Communities, listing the catches made during the month and quantities on board on the last day of the month. This report shall be presented no later than the 45th day following the end of the month concerned.

In the event of failure to comply with this provision, Angola reserves the right to apply the penalties provided for in its legislation.

7.1.2. These vessels must also inform Luanda radio station daily of their geographical position and the previous day's catches. Shipowners shall be notified of the call sign at the time of issue of the fishing licence. In cases where radio communication cannot be used, vessels may use alternative means, such as telex or telegram.

Before leaving Angola's fishing zone, these vessels must obtain authorisation from the Department of Inspection and Monitoring of the Ministry for Fisheries and the Environment and have the catches on board checked.

7.2. Tuna vessels and surface longliners

Every three days during the fishing period in Angola's fishing zone, vessels shall inform Luanda radio station of their position and their catches. On entering and leaving Angola's fishing zone, the vessels shall inform Luanda radio station of their position and the volume of the catches on board.

In cases where radio communication cannot be used, vessels may use alternative means, such as telex or telegram.

In addition, the skipper shall keep a fishing log book, in accordance with Appendix 5, for each fishing period spent in Angola's fishing zone.

This form must be completed legibly and be signed by the skipper of the vessel and sent to the Department of Inspection and Monitoring of the Ministry for Fisheries and the Environment via the Delegation of the Commission of the European Communities within 45 days of the end of the fishing campaign.

In the event of failure to comply with this provision, Angola reserves the right to apply the penalties provided for in its legislation.

8. FISHING ZONES

8.1. The fishing zones accessible to shrimp vessels shall comprise all waters under the sovereignty or the jurisdiction of the Republic of Angola north of 12°20' prime and beyond the first 12 nautical miles measured from the base lines.

8.2. The fishing zones accessible to freezer tuna seiners and surface longliners shall comprise all waters under the sovereignty or the jurisdiction of the republic of Angola beyond the first 12 nautical miles measured from the base lines.

8.3. The fishing zones accessible to vessels engaged in demersal fishing shall comprise all waters under the sovereignty or the jurisdiction of the Republic of Angola:

- trawlers: beyond the first 12 nautical miles measured from the base lines and restricted northwards by 13°00' prime and south and southwards by a line five miles north of the limit between the exclusive economic zones (EEZs) of Angola and Namibia,
- other types of vessels: beyond the first eight nautical miles measured from the base lines and restricted northwards by a line five miles north of the limit between the EEZs of Angola and Namibia.

9. SIGNING-ON OF SEAMEN

Owners of all vessels, except freezer tuna seiners and surface longliners, to whom fishing licences have been issued under this Agreement shall contribute to the on-the-job vocational training of at least six Angolan seamen on board each vessel, who shall be freely chosen from a list drawn up by the Ministry for Fisheries and the Environment.

Should an observer be taken on board at Angola's request, he shall be included among the six seamen referred to above.

Community shipowners shall endeavour to increase the number of seamen and improve their vocational skills.

The seamen's wages shall be borne by the shipowners in accordance with the terms mutually agreed and shall be paid into an account opened with a financial institution designated by the Ministry for Fisheries and the Environment. This pay shall include life insurance against all risks.

10. SCIENTIFIC OBSERVERS

10.1. Any vessel may be asked to take on board a scientific observer designated and employed by the Ministry for Fisheries and the Environment. Observers shall not normally remain on board for more than one trip.

10.2. The time spent on board by the observer shall be fixed by the Angolan authorities, but, as a general rule, it should not exceed the time required to carry out his duties.

10.3. Observers shall be treated as officers. They shall:

- observe the fishing activities of the vessels,
- perform biological sampling in the context of scientific programmes,
- note the fishing gear used,
- verify the catch data for Angola's zone recorded in the logbook,
- report fishing data by radio once a week.

While on board, observers shall:

- take all appropriate steps to ensure that the conditions under which they are taken on board and their presence on board do not interrupt or hamper fishing activities,
- respect the material and equipment on board and the confidentiality of all documents belonging to the said vessel,
- draft an activity report to be transmitted to the competent Angolan authorities.

The terms of observers' embarkation are to be agreed between the shipowner or his agent and the Angolan authorities. Their wages and social insurance contributions are to be paid by the Ministry for Fisheries and the Environment. Shipowners, through their agents, shall pay the Ministry for Fisheries and Environment EUR 15 for each day spent by an observer on board a vessel. Shipowners who are unable to take observers aboard and put them off at an Angolan port agreed by common accord with the Angolan authorities shall bear the cost of taking the observers aboard and putting them ashore.

If the observer is not present at the time and place agreed and during the twelve hours following the time agreed, shipowners shall be automatically absolved of their obligation to take the observer on board.

11. INSPECTION AND MONITORING

Community vessels fishing under the Agreement shall be monitored by satellite in accordance with conditions to be agreed between the parties.

At the request of the Angolan authorities, Community fishing vessels fishing under the Agreement shall allow on board any Angolan officials responsible for the inspection and monitoring of fishing activities and facilitate the accomplishment of their duties.

These officials shall remain on board no longer than is necessary for the accomplishment of their duties.

12. FUEL SUPPLIES, REPAIRS AND OTHER SERVICES

All vessels, except tuna vessels, operating in Angola's fishing zone under this Agreement must obtain their fuel and water supplies and have shipyard repairs and maintenance carried out in Angola wherever possible.

Subject to these same conditions, the transport of crews shall be undertaken by the Angolan national airline, TAAG.

Fuel shall not be taken on board outside the ports of Luanda or Lobito without authorisation from the Department of Inspection and Monitoring of the Ministry for Fisheries and the Environment.

13. MESH SIZE

The minimum size of the mesh used shall be:

- 13.1. for shrimp fishing: 40 mm until 1 March 2001 and 50 mm from that date onward.
- 13.2. 110 mm for demersal fishing.
- 13.3. The introduction of new mesh sizes shall apply to Community vessels from the sixth month following notification to the Commission of the European Communities.

14. BOARDING

- 14.1. The Delegation of the Commission of the European Communities in Luanda shall be informed within 48 hours of the boarding of any fishing vessel flying the flag of a Member State of the Community within Angola's fishing zone and operating under an Agreement concluded between the Community and a third country, and shall at the same time receive a report of the circumstances and reasons for the boarding of the vessel.

- 14.2. In the case of vessels authorised to fish in Angolan waters, before any measures regarding the master or the crew of the vessel of any action regarding the cargo and equipment of the vessel are considered, other than those to safeguard evidence relating to the presumed infringement, a consultation meeting shall be held, within 48 hours of receipt of the abovementioned information, between the Delegation of the Commission of the European Communities, the Ministry for Fisheries and the Environment and the inspection authorities, possibly attended by a representative of the Member State concerned.

At the meeting, the parties shall exchange any relevant documentation or information, in particular automatically registered data showing the vessel's positions during the trip up to the time of boarding, helping to clarify the circumstances of the established facts.

The shipowner or his representative shall be informed of the outcome of the meeting and of any measures resulting from the boarding.

- 14.3. Before any judicial procedure, an attempt shall be made to resolve the presumed infringement through a compromise procedure. This procedure shall be completed no later than three working days after the boarding.
- 14.4. Should the case not be settled by means of compromise, and therefore be brought before a competent judicial body, a bank security payable by the shipowner shall be fixed by the relevant authority within 48 hours following the conclusion of the compromise procedure, pending the judicial decision. The amount of the security must not exceed the amount of the penalty laid down under national legislation for the presumed infringement in question. The bank security shall be returned to the shipowner by the relevant authority once the case is settled without incrimination of the master of the vessel concerned.
- 14.5. The vessel and its crew shall be released:
- at the end of the consultation meeting, if the established facts permit, or
 - once the obligations arising under the compromise have been fulfilled, or
 - once a bank security is deposited by the shipowner (judicial procedure).
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ANNEX B

Conditions governing fishing activities by European Community vessels fishing for pelagic species in Angolan waters

1. LICENCE APPLICATION AND ISSUING FORMALITIES

- 1.1. The Commission of the European Communities shall present to Angola's fishing authority, via the Delegation of the Commission of the European Communities in Angola, an application made by the shipowner for each vessel wishing fish under this Agreement, at least 15 days before the date of commencement of the period of validity requested. Applications shall be made on forms provided for the purpose by Angola, specimens of which are contained in Appendix 1. On first application the form should be accompanied by a tonnage certificate. All licence applications shall be accompanied by proof of payment of the licence fee for the period of its validity.

When renewing the licence, only proof of payment of the fee for the period in question need be presented to the Angolan authorities; the other documents referred to above are presented only with the first application or when the technical characteristics of the vessel have changed.

- 1.2. Each licence shall be issued to a shipowner for a specific vessel. In cases of proven *force majeure*, at the request of the Commission of the European Communities, the licence for a vessel shall be replaced by a licence valid for another Community vessel of a similar type.
- 1.3. Licences shall be issued by the Angolan authorities to the skipper of the vessel in the nearest port after inspection of the vessel by the competent authority.
- 1.4. The Delegation of the Commission of the European Communities in Angola shall be notified of the licences issued by Angola's fishing authority.
- 1.5. Licences must be held on board at all times; however the vessel shall be entered on the list of authorised fishing vessels as soon as notification is received that the Commission of the European Communities has paid the advance to the Angolan authorities and the list shall then be communicated to the Angolan authorities responsible for supervising fisheries. Pending receipt of the licence, a copy may be obtained by fax and should be kept on board.
- 1.6. Licences shall be valid for a minimum period of one month and be renewable.
- 1.7. Each vessel shall be represented by an agent who is resident in Angola and approved by the Ministry for Fisheries and the Environment.
- 1.8. The Angolan authorities shall communicate particulars of the bank accounts and currencies to be used for payment of fees before the entry into force of this Protocol.
- 1.9. Licences shall authorise the fishing of mackerel and horse mackerel. A by-catch of up to 10 % is authorised.

2. FEES

The fee shall be set at EUR 3/month per GRT.

After the trial period the conditions governing fishing shall be laid down by common agreement of the shipowners and the Angolan authorities in the light of the results of this period.

3. TRANSSHIPMENT

All transshipments shall be notified to the competent Angolan fishing authorities eight days in advance and shall take place in one of the bays of Luanda or Lobito in the presence of the tax authorities.

A copy of the documentation relating to transshipments shall be forwarded to the Inspection and Monitoring Department of the Ministry for Fisheries and the Environment 15 days before the end of each month for the preceding month.

4. DECLARATIONS OF CATCHES

- 4.1. At the end of each fishing campaign these vessels must forward to the Fisheries Research Institute in Luanda, via the Delegation of the Commission of the European Communities, the daily catch reports drawn up by the skipper in accordance with the specimen contained in Appendix 6.

Furthermore, each vessel shall present a monthly report to the planning, studies and statistics office of the Ministry for Fisheries and the Environment, via the delegation of the Commission of the European Communities, listing the catches made during the month and quantities on board on the last day of the month. This report shall be presented no later than the 45th day following the end of the month concerned.

- 4.2. Before leaving Angola's fishing zone, these vessels must obtain authorisation from the Department of Inspection and Monitoring of the Ministry for Fisheries and the Environment and have the catches on board checked.

In the event of failure to comply with this provision, Angola reserves the right to apply the penalties provided for in its legislation.

5. FISHING ZONES

The fishing zones accessible to vessels fishing pelagic species shall comprise all waters under the sovereignty or the jurisdiction of the Republic of Angola beyond the first 12 nautical miles.

6. SIGNING-ON OF SEAMEN

Vessels fishing for pelagic species during the trial period shall not be subject to the requirement to sign on Angolan seamen.

7. SCIENTIFIC OBSERVERS

- 7.1. Any vessel may be asked to take on board a scientific observer designated and employed by the Ministry for Fisheries and the Environment. Observers shall not normally remain on board for more than one trip.
- 7.2. The time spent on board by the observer shall be fixed by the Angolan authorities, but, as a general rule, it should not exceed the time required to carry out his duties.
- 7.3. Observers shall be treated as officers. They shall:
- observe the fishing activities of the vessels,
 - perform biological sampling in the context of scientific programmes,
 - note the fishing gear used,
 - verify the catch data for Angola's zone recorded in the logbook,
 - report fishing data by radio once a week.

While on board, observers shall:

- take all appropriate steps to ensure that the conditions under which they are taken on board and their presence on board do not interrupt or hamper fishing activities,
- respect the material and equipment on board and the confidentiality of all documents belonging to the said vessel,
- draft an activity report to be transmitted to the competent Angolan authorities.

The terms of observers' embarkation are to be agreed between the shipowner or his agent and the Angolan authorities. Their wages and social insurance contributions are to be paid by the Ministry for Fisheries and the Environment. Shipowners, through their agents, shall pay the Ministry for Fisheries and Environment EUR 15 for each day spent by an observer on board a vessel. Shipowners who are unable to take observers aboard and put them off at an Angolan port agreed by common accord with the Angolan authorities shall bear the cost of taking the observers aboard and putting them ashore.

If the observer is not present at the time and place agreed and during the twelve hours following the time agreed, shipowners shall be automatically absolved of their obligation to take the observer on board.

8. INSPECTION AND MONITORING

Community vessels fishing under the Agreement shall be monitored by satellite in accordance with conditions to be agreed between the parties.

At the request of the Angolan authorities, Community fishing vessels operating under the Agreement shall allow on board any Angolan officials responsible for the inspection and monitoring of fishing activities and facilitate the accomplishment of their duties.

These officials shall remain on board no longer than is necessary for the accomplishment of their duties.

9. FUEL SUPPLIES, REPAIRS AND OTHER SERVICES

All vessels operating in Angola's fishing zone under this Agreement must obtain their fuel and water supplies and have shipyard repairs and maintenance carried out in Angola wherever possible.

Subject to these same conditions, the transport of crews shall be undertaken by the Angolan national airline, TAAG.

Fuel shall not be taken on board outside the ports of Luanda or Lobito without authorisation from the Department of Inspection and Monitoring of the Ministry for Fisheries and the Environment.

10. MESH SIZE

The minimum size of the mesh used shall be that laid down by Angolan law.

11. BOARDING

11.1. The Delegation of the Commission of the European Communities in Luanda shall be informed within 48 hours of the boarding of any fishing vessel flying the flag of a Member State of the Community within Angola's fishing zone and operating under an Agreement concluded between the Community and a third country, and shall at the same time receive a report of the circumstances and reasons for the boarding of the vessel.

11.2. In the case of vessels authorised to fish in Angolan waters, before any measures regarding the master or the crew of the vessel of any action regarding the cargo and equipment of the vessel are considered, other than those to safeguard evidence relating to the presumed infringement, a consultation meeting shall be held, within 48 hours of receipt of the abovementioned information, between the Delegation of the Commission of the European Communities, the Ministry for Fisheries and the Environment and the inspection authorities, possibly attended by a representative of the Member State concerned.

At the meeting, the parties shall exchange any relevant documentation or information, in particular automatically registered data showing the vessel's positions during the trip up to the time of boarding, helping to clarify the circumstances of the established facts.

The shipowner or his representative shall be informed of the outcome of the meeting and of any measures resulting from the boarding.

11.3. Before any judicial procedure, an attempt shall be made to resolve the presumed infringement through a compromise procedure. This procedure shall be completed no later than three working days after the boarding.

11.4. Should the case not be settled by means of compromise, and therefore be brought before a competent judicial body, a bank security payable by the shipowner shall be fixed by the relevant authority within 48 hours following the conclusion of the compromise procedure, pending the judicial decision. The amount of the security must not exceed the amount of the penalty laid down under national legislation for the presumed infringement in question. The bank security shall be returned to the shipowner by the relevant authority once the case is settled without incrimination of the master of the vessel concerned.

11.5. The vessel and its crew shall be released:

- at the end of the consultation meeting, if the established facts permit, or
- once the obligations arising under the compromise have been fulfilled, or
- once a bank security is deposited by the shipowner (judicial procedure).

Appendix 1

APPLICATION FOR A LICENCE TO FISH FOR SHRIMP AND DEMERSAL SPECIES IN ANGOLAN WATERS

SECTION A

1. Name of shipowner:
2. Nationality of shipowner:
3. Business address of shipowner:
4. Chemical additives which may be used (name and composition):
.....
.....
.....

SECTION B

To be completed for each vessel

1. Period of validity:
2. Name of vessel:
3. Year of construction:
4. Original flag:
5. Current flag:
6. Date on which current flag acquired:
7. Year acquired:
8. Port and registration number:
9. Type of fishing:
10. Gross tonnage:
11. Call sign:
12. Length overall (m):
13. Bow height (m):
14. Depth (m):
15. Hull construction material:
16. Engine power:
17. Speed (knots):
18. Capacity of the cold storage chamber:
19. Capacity of tanks (m³):
20. Capacity of fish holds (m³):
21. Colour of hull:
22. Colour of superstructure:

23. On-board communication equipment:

Type	Make	Power (Watts)	Year of construction	Frequencies	
				Reception	Transmission

24. Navigating and sounding equipment:

Type	Make	Model	Range

25. Skipper:

26. Nationality of skipper:

Include:

- Three colour photographs of vessel (side view),
- an illustration and detailed description of the fishing gear used,
- a document proving that the representative of the shipowner is empowered to sign this application.

(Date of application)

(Signature of representative of shipowner)

Appendix 2

APPLICATION FOR A LICENCE TO FISH FOR TUNA IN ANGOLAN WATERS

SECTION A

1. Name of shipowner:
2. Nationality of shipowner:
3. Business address of shipowner:
.....
.....
.....

SECTION B

To be completed for each vessel

1. Period of validity:
2. Name of vessel:
3. Year of construction:
4. Original flag:
5. Current flag:
6. Date on which current flag acquired:
7. Year acquired:
8. Port and registration number:
9. Type of fishing:
10. Gross tonnage:
11. Call sign:
12. Length overall (m):
13. Bow height (m):
14. Depth (m):
15. Hull construction material:
16. Engine power:
17. Speed (knots):
18. Cabins:
19. Capacity of tanks (m³):
20. Capacity of fish holds (m³):
21. Freezing capacity in tonnes/24 hours and system used:
22. Colour of hull:
23. Colour of superstructure:

24. On-board communication equipment:

Type	Make	Model	Power (Watts)	Year of construction	Frequencies	
					Reception	Transmission

25. Navigating and sounding equipment:

Type	Make	Model

26. Auxiliary boats used (for each vessel):

26.1. Gross tonnage:

26.2. Length overall (m):

26.3. Bow height (m):

26.4. Depth (m):

26.5. Hull construction material:

26.6. Engine power:

26.7. Speed (knots):

27. Auxiliary aerial equipment used to detect fish (even if not installed on board):

.....

.....

28. Home port:

29. Skipper:

30. Nationality of skipper:

Include:

- three colour photographs of vessel (side view), additional boats used for fishing and additional out-of-water equipment for detecting fish,
- an illustration and detailed description of the fishing gear used,
- a document proving that the representative of the shipowner is empowered to sign this application.

(Date of application)

(Signature of representative of shipowner)

TRIP

Call sign (1)			Departure (6)	Arrival (7)
Registration (2)		Date		
Name of vessel (3)		Port		
Nationality (4)		Skipper's name and signature (8)		
Shipowner (5)				

FISHING GEAR (Specify and give measurements) (9)

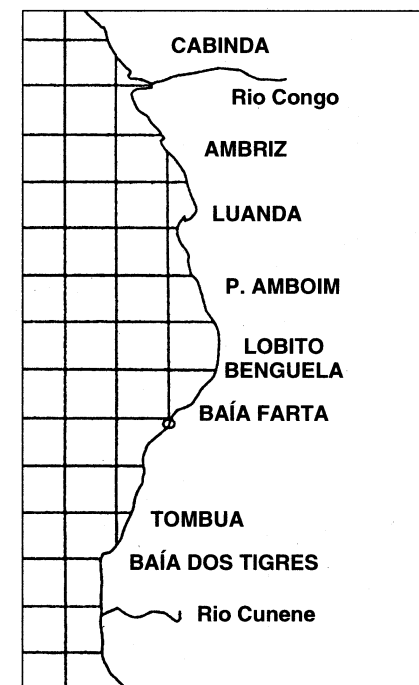
Gear	Headline (m) (g)	Footrope (m)	Codend mesh size (mm)
Demersal trawl (a)			
Pelagic trawl (b)			
Shrimp trawl (c)			
	Floatline	Depth (m)	
Seine (d)			
	Length (m)	No of hooks used	
Longline (e)			
	Length (m)	Depth (m)	
Gillnet/trammel net (f)			
Other (specify)			

MAIN SPECIES FISHED (Please state name or serial number) (10)

--	--	--	--

Please enter the TOTAL NUMBER OF FISHING DAYS in each box in the diagram opposite (11)

TOTAL CATCH (KG) (Weight of all fish on board) (12)



TRIP

Call sign (1)			Departure (6)	Arrival (7)
Registration (2)		Date		
Name of vessel (3)		Port		
Nationality (4)		Skipper's name and signature (8)		
Shipowner (5)				

FISHING GEAR (Specify and give measurements) (9)

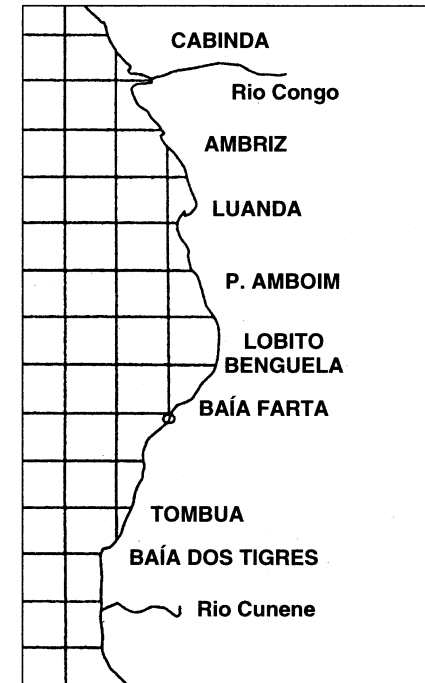
Gear	Headline (m) (g)	Footrope (m)	Codend mesh size (mm)
Demersal trawl (a)			
Pelagis trawl (b)			
Shrimp trawl (c)			
	Floatline	Depth (m)	
Seine (d)			
	Length (m)	No of hooks used	
Longline (e)			
	Length (m)	Depth (m)	
Gillnet/trammel net (f)			
Other (specify)			

MAIN SPECIES FISHED (Please state name or serial number) (10)

--	--	--	--

Please enter THE TOTAL NUMBER OF FISHING DAYS in each box in the diagram opposite (11)

TOTAL CATCH (KG) (Weight of all fish on board) (12)



FISHING LOG BOOK FOR TUNA BOATS

[illegible]

1 - At the end of each trip forward a copy of the log to Ministry of Fisheries

2 - Fishing area refers to the position of the set. Round off minutes and record degree of latitude and longitude

3 - The bottom line -landing weight- should be completed only at the End of the trip. Actual weight at the time of unloading should be recorded

4 – All information reported herein will be kept strictly confidential

STATISTICS ON DEEP-SEA FISHING ACTIVITIES

MINISTRY FOR FISHERIES

Month:

Year:

Name of vessel:	
Nationality (flag):	

Engine rating	
Gross registered tonnage (GRT)	

Fishing method	
Home port	

Date	Fishing zone		Number of sets	Number of fishing hours	Species (kg)					
	Longitude	Latitude			Mackerel and horse mackerel		Total	Other fish		Total
					Mackerel	Horse mackerel				
1)										
2)										
3)										
4)										
5)										
6)										
7)										
8)										
9)										
10)										
11)										
12)										
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21)										
22)										
23)										
24)										
25)										
26)										
27)										
28)										
29)										
30)										
31)										
		TOTAL'								

COUNCIL DECISION

of 14 December 2000

on the conclusion of an Agreement in the form of an Exchange of Letters concerning the provisional application of the Protocol establishing, for the period 1 July 2000 to 30 June 2001, the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Equatorial Guinea on fishing off the coast of Equatorial Guinea

(2000/814/EC)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 300(2) thereof,

Having regard to the proposal from the Commission,

Whereas:

- (1) Pursuant to the Agreement between the European Community and the Government of the Republic of Equatorial Guinea on fishing off the coast of Equatorial Guinea ⁽¹⁾, the two Parties conducted negotiations with a view to extending for one year the Protocol annexed to this Decision, which expired on 30 June 2000.
- (2) As a result of those negotiations, a new Protocol was initialled on 16 June 2000.
- (3) The Protocol provides Community fishermen with fishing opportunities from 1 July 2000 to 30 June 2001 in waters over which the Republic of Equatorial Guinea has sovereignty or jurisdiction.
- (4) In order to avoid any longer interruption in the fishing activities of Community vessels, it is essential that the new Protocol be applied as soon as possible. For this reason, the two Parties have initialled an Agreement in the form of an Exchange of Letters providing for the provisional application of the initialled Protocol from 1 July 2000. That Agreement should be approved, pending a final decision to be taken on the basis of Article 37 of the Treaty,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement in the form of an Exchange of Letters concerning the provisional application of the Protocol establishing, for the period 1 July 2000 to 30 June 2001, the fishing rights and financial compensation provided for in the Agree-

ment between the European Economic Community and the Government of the Republic of Equatorial Guinea on fishing off the coast of Equatorial Guinea is hereby approved on behalf of the Community.

The text of the Agreement in the form of an Exchange of Letters and that of the Protocol are attached to this Decision.

Article 2

1. The fishing opportunities provided for in the Protocol shall be allocated among the Member States as follows:

(a) tuna seiners	France	19 vessels
	Spain	10 vessels
	Italy	1 vessel
(b) surface longliners	Spain	25 vessels
	Portugal	5 vessels
(c) pole-and-line tuna vessels	France	8 vessels.

2. If licence applications from those Member States do not exhaust the fishing opportunities provided for in the Protocol, the Commission may consider licence applications from any other Member State.

Article 3

The President of the Council is hereby authorised to designate the persons empowered to sign the Agreement in the form of an Exchange of Letters in order to bind the Community.

Done at Brussels, 14 December 2000.

For the Council

The President

J. GLAVANY

⁽¹⁾ OJ L 188, 16.7.1984, p. 2. Agreement amended by the Agreement approved by Regulation (EEC) No 252/87 (OJ L 29, 30.1.1987, p. 1).

AGREEMENT

in the form of an Exchange of Letters concerning the provisional application of the Protocol establishing, for the period 1 July 2000 to 30 June 2001, the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Equatorial Guinea on fishing off the coast of Equatorial Guinea

A. Letter from the Government of the Republic of Equatorial Guinea

Sir,

With reference to the Protocol initialled on 16 June 2000 establishing the fishing rights and financial compensation for the period 1 July 2000 to 30 June 2001, I have the honour to inform you that the Government of the Republic of Equatorial Guinea is ready to apply this Protocol on a provisional basis, with effect from 1 July 2000, pending its entry into force in accordance with Article 8 thereof, provided that the European Community is disposed to do the same.

This is on the understanding that the financial compensation specified in Article 2 of the Protocol is paid by 31 December 2000.

I should be obliged if you would confirm the European Community's agreement to such provisional application.

Please accept, Sir, the assurance of my highest consideration.

For the Government of the Republic of Equatorial Guinea

B. Letter from the Community

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

'With reference to the Protocol initialled on 16 June 2000 establishing the fishing rights and financial compensation for the period 1 July 2000 to 30 June 2001, I have the honour to inform you that the Government of the Republic of Equatorial Guinea is ready to apply this Protocol on a provisional basis, with effect from 1 July 2000, pending its entry into force in accordance with Article 8 thereof, provided that the European Community is disposed to do the same.

This is on the understanding that the financial compensation specified in Article 2 of the Protocol is paid by 31 December 2000.

I should be obliged if you would confirm the European Community's agreement to such provisional application.'

I have the honour to confirm the European Community's agreement to this provisional application of the Protocol.

Please accept, Sir, the assurance of my highest consideration.

On behalf of the Council of the European Union

PROTOCOL

establishing, for the period 1 July 2000 to 30 June 2001, the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Equatorial Guinea on fishing off the coast of Equatorial Guinea

Article 1

For a period of one year from 1 July 2000, the fishing rights granted under Article 2 of the Agreement shall be:

- freezer tuna seiners: 30 vessels,
- surface longliners: 30 vessels,
- pole-and-line tuna vessels: 8 vessels.

Article 2

1. The financial compensation referred to in Article 6 of the Agreement shall be, for the period referred to in Article 1, EUR 200 000. This compensation shall cover a catch weight in the waters of Equatorial Guinea of 4 000 tonnes of tuna. If the tuna caught by Community vessels in Equatorial Guinea's fishing zone exceeds this weight, the amount referred to above shall be proportionately increased.

2. The use to which its compensation is put shall be the sole responsibility of the Government of the Republic of Equatorial Guinea.

3. The financial compensation shall be paid into account No 4160 of the Treasury of Equatorial Guinea, opened at the Banque des États d'Afrique Centrale (BEAC) in Malabo. Any changes shall be notified to the Commission of the European Communities.

Article 3

The Community shall also contribute, during the period referred to in Article 1, the sum of EUR 16 700 towards the financing of an Equatorial Guinea scientific or technical programme to improve information on the fishery resources within the exclusive economic zone of Equatorial Guinea.

This sum shall be made available to the Government of the Republic of Equatorial Guinea and paid into the account indicated by the Equatorial Guinea authorities.

The competent authorities of Equatorial Guinea shall send the Commission a brief report on how the funds are used.

Article 4

The two Parties agree that improving the skills of those involved in sea fishing is a vital element in the success of their cooperation. To that end, the Community shall make it easier

for nationals of Equatorial Guinea to find places in training establishments in its Member States and shall provide for that purpose, during the period referred to in Article 1, awards for study and practical training in the various scientific, technical and economic disciplines relating to fisheries. The awards may also be used in any State linked with the Community by a cooperation agreement. The total cost of the awards may not exceed EUR 46 700. At the request of the Equatorial Guinea authorities, part of this sum may be used to cover the costs of participating in international meetings concerning fisheries.

The sum shall be payable as and when it is used.

Article 5

The Community shall also contribute EUR 56 700 to the financing of programmes for fisheries surveillance bodies and for non-industrial fishing.

These funds shall be made available to the Ministry of Fisheries and Forests, which shall communicate the bank account to which payment is to be made.

The sum shall be payable as and when it is used.

Article 6

Should the Community fail to make the payments provided for in Articles 2 and 3, the application of this Protocol may be suspended.

Article 7

The Annex to the Agreement between the European Economic Community and the Government of the Republic of Equatorial Guinea on fishing off the coast of Equatorial Guinea is hereby repealed and replaced by the Annex to this Protocol.

Article 8

This Protocol shall enter into force on the date on which it is signed.

It shall apply with effect from 1 July 2000.

ANNEX

'ANNEX

Conditions for the exercise of fishing activities by Community vessels in Equatorial Guinea's fishing zone**A. LICENCE APPLICATION AND ISSUING FORMALITIES**

The procedure for applications for, and issue of, licences enabling vessels flying the flags of the Member States of the Community to fish in Equatorial Guinea's fishing zone shall be as follows.

The competent authorities of the Community shall present to the Ministry of Fisheries and Forests of the Republic of Equatorial Guinea, via the Delegation of the Commission of the European Communities in Equatorial Guinea, an application for each vessel wishing to fish under the Agreement.

Applications shall be made on the forms provided for that purpose by the competent authorities of the Republic of Equatorial Guinea, a specimen of which is attached hereto (Appendix 1).

Once signed, the licences shall be issued by the Equatorial Guinea authorities to the shipowners or their representatives via the Delegation of the Commission of the European Communities in Equatorial Guinea within 15 working days of the date on which the application was submitted.

However, in cases of proven *force majeure*, at the request of the European Community a vessel's licence shall be replaced by a new licence for another vessel with identical characteristics. The owner of the vessel being replaced shall return the cancelled licence to the Ministry of Fisheries and Forests of the Republic of Equatorial Guinea via the Delegation of the Commission of the European Communities.

The new licence shall indicate:

- the date of issue,
- the fact that the licence cancels and replaces that granted to the previous vessel.

In this case, no new lump sum shall be due.

The licence document must be held on board at all times. However, on receipt of the notification of the advance payment sent by the Commission of the European Communities to the authorities of Equatorial Guinea, the vessel will be included on a list to be notified to the fisheries control authorities of Equatorial Guinea. Pending receipt of the licence document, a fax copy of this licence document may be obtained and shall be kept on board, which will authorise the vessel to fish pending delivery on board of the licence document.

Licences shall be valid for a period of one year. They shall be renewable.

The fees shall be EUR 20 per tonne caught within Equatorial Guinea's fishing zone.

The competent authorities of the Republic of Equatorial Guinea shall indicate the detailed rules for payment of the fees, in particular the bank accounts and currencies to be used.

Licences shall be issued following payment of a lump sum of EUR 1 300 a year for each tuna seiner, EUR 200 a year for each pole-and-line tuna vessel and EUR 300 a year for each surface longliner.

B. DECLARATION OF CATCHES AND BREAKDOWN OF FEES DUE BY SHIPOWNERS

The captain shall complete a fishing form corresponding to the model given in Appendix 2 for each period spent fishing in Equatorial Guinea's fishing zone.

The form, which must be legible and signed by the captain of the ship, shall be sent without delay to the Office of Overseas Scientific and Technical Research (ORSTOM) or the Spanish Oceanographical Institute (IEO), for processing.

Should this provision not be adhered to, the Government of the Republic of Equatorial Guinea reserves the right to suspend the licence of the offending vessel until the formality has been complied with and to apply the penalties laid down under Fisheries Law No 2/1987 of 16 February 1987.

The Member States shall inform the Commission of the European Communities before 15 April of the tonnage caught during the past year, as confirmed by the scientific institutes. On the basis of those figures the Commission shall establish a breakdown of the fees due for the fishing year, which it shall then send to the authorities of the Republic of Equatorial Guinea.

Shipowners shall be notified by the Commission of the European Communities of this breakdown by the end of April at the latest and shall have 30 days in which to meet their financial obligations. The shipowner cannot recover the balance in cases where the amount payable in respect of actual fishing operations is less than the advance payment.

C. INSPECTION AND MONITORING

Community vessels fishing in Equatorial Guinea's exclusive economic zone (EEZ) shall allow on board any official of the Republic of Equatorial Guinea responsible for inspection and monitoring and shall assist him in the accomplishment of his duties. The official must not remain on board any longer than is necessary for the verification of catches by random checks and for any other inspection relating to fishing activities.

D. FISHING ZONES

The vessels referred to in Article 1 of the Protocol shall be authorised to fish in waters beyond four nautical miles from the base lines.

E. ENTERING AND LEAVING THE ZONE

Within three hours of entering or leaving the zone and every three days during their fishing activities in Equatorial Guinea's waters, vessels shall be obliged to communicate their position and the volume of the catch on board direct to the Equatorial Guinea authorities, preferably by fax or, failing that, by radio in the case of vessels not equipped with fax.

The fax number and radio frequency shall be notified on issue of the licence.

A copy of the fax messages or record of radio communications shall be kept by the Equatorial Guinea authorities and the shipowners until both parties have approved the final statement of fees referred to in point B.

A vessel caught fishing without having notified the Equatorial Guinea authorities of its presence shall be considered an unlicensed vessel.

F. PROCEDURE IN CASE OF BOARDING

1. The Delegation of the Commission of the European Communities in Equatorial Guinea shall be notified within two working days of any boarding within the Equatorial Guinea exclusive economic zone of a fishing vessel flying the flag of a Member State of the Community and fishing under an agreement concluded between the Community and a third country. The Delegation shall at the same time receive a brief report of the circumstances and reasons leading to the boarding.
2. Before any measures regarding the master or the crew of the vessel or any action regarding the cargo and equipment of the vessel are considered, other than those to safeguard evidence relating to the presumed infringement, a consultation meeting shall be held, within one working day after receipt of the abovementioned information, between the Delegation of the Commission of the European Communities in Equatorial Guinea, the Fisheries Department and the inspection authorities, possibly attended by a representative of the Member State concerned. At the meeting, the parties shall exchange any relevant documentation or information helping to clarify the circumstances of the established facts. The shipowner or his representative shall be informed of the outcome of the meeting and of any measures resulting from the boarding.
3. Before any judicial proceedings, an attempt shall be made to resolve the presumed infringement through a compromise procedure. This procedure shall end no later than three working days after the boarding.
4. Should the case not be settled by means of compromise, and the master therefore be brought before a competent judicial body of the Republic of Equatorial Guinea, a reasonable bank security shall be fixed by the competent authority within two working days, following the conclusion of the compromise procedure, pending the judicial decision. The bank security shall be released by the competent authority once the master of the vessel concerned has been acquitted by the judicial decision.
5. The vessel and its crew shall be released either:
 - at the end of the consultation meeting, if the established facts permit, or
 - on receipt of payment of a fine (compromise procedure), or
 - once a bank security is deposited (judicial proceedings).
6. Should one of the Parties consider that there is a problem in the application of the abovementioned procedure, it may request urgent consultations under Article 8 of the Agreement.

Appendix 1

REPUBLIC OF EQUATORIAL GUINEA

APPLICATION FORM FOR A FISHING LICENCE

1. Period of validity: from
to
2. Name of vessel:
3. Name of shipowner:
4. Port and registration number:
5. Type of fishing:
6. Authorised mesh size:
7. Length of vessel:
8. Width of vessel:
9. Gross registered tonnage:
10. Hold capacity:
11. Engine rating:
12. Type of construction:
13. Usual number of seamen aboard:
14. Radio/electrical equipment:
15. Master's name:

The above information is the sole responsibility of the shipowner or his representative.

Date of application:

ICCAT LOGBOOK FOR TUNA FISHERY

[illegible]

Remarks:

- 1 - Use one sheet per month, and one line per day
2 - At the end of each trip forward a copy of the log to your correspondent or to ICCAT, Calle Carazón de María 8, Madrid 28002, Spain
3 - 'Day' refers to the day you set the line
4 - Fishing area refers to the position of the boat. Round off minutes and record degree of latitude and longitude. Please indicate N/S and E/O
5 - The bottom line -landing weight- should be completed only at the end of each trip. Actual weight at the time of unloading should be recorded
6 - All information reported herein will be kept strictly confidential'

**COUNCIL DECISION
of 14 December 2000**

on the conclusion of an Agreement in the form of an Exchange of Letters concerning the provisional application of the Fourth Protocol laying down the conditions relating to fishing provided for in the Agreement on fisheries between the European Economic Community, on the one hand, and the Government of Denmark and the local Government of Greenland, on the other hand

(2000/815/EC)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 300(2) thereof,

Having regard to the proposal from the Commission,

Whereas:

- (1) Pursuant to the Agreement on fisheries between the European Economic Community, on the one hand, and the Government of Denmark and the local Government of Greenland, on the other hand ⁽¹⁾ concerning fishing in the Greenland Exclusive Economic Zone waters, the Community and the Government of Denmark and the Home Rule Government of Greenland conducted negotiations on a new implementing Protocol intended to cover the years 2001 to 2006.
- (2) As a result of those negotiations, a new Protocol was initialled on 13 September 2000.
- (3) Under this new Protocol, Community fishermen will enjoy fishing opportunities in waters under the jurisdiction of Greenland from 1 January 2001 to 31 December 2006.
- (4) The Protocol in question is to be applied as of 1 January 2001 if fishing activities by Community vessels are not to be interrupted. To that end, the two Parties initialled an Agreement in the form of an Exchange of Letters providing for the provisional application of the initialled Protocol from the day after that on which the Protocol in force expired. That Agreement should be approved pending a final decision to be adopted in accordance with Article 37 of the Treaty.

- (5) In order to ensure the livelihood of Community fishermen, it is important to open these fisheries on 1 January 2001; given the urgency of the matter, it is imperative to grant an exception to the six-week period mentioned in paragraph 1(3) of the Protocol on the role of national Parliaments of the European Union, annexed to the Treaty of Amsterdam,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement in the form of an Exchange of Letters concerning the provisional application of the Fourth Protocol laying down the conditions relating to fishing provided for in the Agreement on fisheries between the European Community, on the one hand, and the Government of Denmark and the local Government of Greenland, on the other hand, is hereby approved on behalf of the Community.

The texts of the Agreement in the form of an Exchange of Letters and the Protocol are attached hereto.

Article 2

The President of the Council is hereby authorised to designate the persons empowered to sign the Agreement in the form of an Exchange of Letters in order to bind the Community.

Done at Brussels, 14 December 2000.

For the Council

The President

J. GLAVANY

⁽¹⁾ OJ L 29, 1.2.1985, p. 9.

AGREEMENT

in the form of an Exchange of Letters concerning the provisional application of the Fourth Protocol laying down the conditions relating to fishing provided for in the Agreement on fisheries between the European Economic Community, on the one hand, and the Government of Denmark and the local Government of Greenland, on the other hand, for the period from 1 January 2001 to 31 December 2006

A. Letter from the Government of Denmark and Home Rule Government of Greenland

Sir,

With reference to the Protocol laying down the conditions relating to fishing, initialled on 13 September 2000 for the period from 1 January 2001 to 31 December 2006, I have the honour to inform you that the Government of Denmark and the local Government of Greenland are prepared to apply that Protocol provisionally from 1 January 2001 until its entry into force in accordance with Article 13 of the said Protocol, provided that the European Community is prepared to do the same.

It is understood that, in this case, the payment of the financial compensation stipulated in Article 11 of the Protocol shall be effected by the beginning of the fishing year.

I should be obliged if you would confirm that the European Community is in agreement with such provisional application.

Please accept, Sir, the assurance of my highest consideration.

For the Government of Denmark and the Home Rule Government of Greenland

B. Letter from the European Community

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

'With reference to the Protocol laying down the conditions relating to fishing, initialled on 13 September 2000 for the period from 1 January 2001 to 31 December 2006, I have the honour to inform you that the Government of Denmark and the Home Rule Government of Greenland are prepared to apply that Protocol provisionally from 1 January 2001 until its entry into force in accordance with Article 13 of the said Protocol, provided that the European Community is prepared to do the same.

It is understood that, in this case, the payment of the financial compensation stipulated in Article 11 of the Protocol shall be effected by the beginning of the fishing year.

I should be obliged if you would confirm that the European Community is in agreement with such provisional application.'

I have the honour to confirm the agreement of the European Community to this provisional application.

Please accept, Sir, the assurance of my highest consideration.

On behalf of the Council of the European Union

FOURTH PROTOCOL

laying down the conditions relating to fishing provided for in the Agreement on fisheries between the European Community, on the one hand, and the Government of Denmark and the local Government of Greenland, on the other hand

THE EUROPEAN COMMUNITY, on the one hand, and

THE GOVERNMENT OF DENMARK AND THE HOME RULE GOVERNMENT OF GREENLAND, on the other,

Having regard to the Agreement on fisheries between the European Community, on the one hand, and the Government of Denmark and the local Government of Greenland, on the other hand,

HAVE DECIDED AS FOLLOWS:

Article 1

1. This Protocol shall apply to fishing activities from 1 January 2001 to 31 December 2006.
2. The quotas referred to in Article 2 of the Agreement shall be fixed at the following quantities for each year:

(tonnes)		
Species	Western stock (NAFO 0/1)	Eastern stock (ICES XIV/V)
Cod	2 000 ⁽¹⁾	
Redfish	5 500	25 500 ⁽²⁾
Greenland halibut	1 500	4 800
Shrimp	—	5 675
Halibut	200 ⁽³⁾	200 ⁽³⁾
Catfish	300	300
Blue whiting	—	15 000
Capelin	25 000	⁽⁴⁾
Roundnose grenadier	1 350	2 000

⁽¹⁾ May be fished West or East.

⁽²⁾ May be fished East or West and of which a maximum of 20 000 tonnes may be fished by pelagic trawl. Catches from the bottom trawl fishery and the pelagic trawl fishery shall be reported separately.

⁽³⁾ If bycatches by Community vessels of Atlantic halibut in trawl cod and redfish fisheries would imply overruns of Community quotas of Atlantic halibut, the Greenland authorities will provide solutions to the effect that Community cod and redfish fisheries nevertheless can continue until the cod and redfish quotas have been exhausted.

⁽⁴⁾ 70 % of the Greenland share of the capelin TAC.

3. Notwithstanding the quotas under paragraph 2 the Community may fish up to the reference quantities laid down in Annex I. This shall be without further financial compensation than laid down in Article 11. The quotas will be adapted annually or at other intervals in the light of available scientific information.

4. The quota for shrimp in East Greenland may be fished in areas West of Greenland provided that arrangements for quota transfers between shipowners from Greenland and the Community have been established on a company-to-company basis. The Greenland Home Rule Government shall undertake to facilitate such arrangements. The transfers of quotas can only take place within a maximum of 2 000 tonnes annually in areas of West Greenland. The fishery carried out by the Community vessels shall take place on the same conditions as those laid down in the licence issued to the Greenlandic shipowner.

5. Greenland undertakes to grant each year a quantity of 2 000 tonnes of snow crab to temporary joint ventures or joint enterprises within the meaning of Articles 4 and 5.

Article 2

The quantities referred to in Article 7(1) of the Agreement are hereby set at the following levels each year:

Species	(tonnes)	
	Western stock (NAFO 0/1)	Eastern stock (ICES XIV/V)
Cod	52 250 ⁽¹⁾	
Redfish	2 500	5 000
Greenland halibut	4 700	—
Shrimp	25 000	1 500
Catfish	4 000	—

⁽¹⁾ May be fished West or East.

Article 3

Greenland shall give a special preference to companies from Member States of the Community in connection with the negotiation of contracts concerning such quantities of cod, or other species, which it offers for over-the-side sales or cod-end-transfers in situations where the capacity of the Greenland fish processing plants is insufficient to process the quantities fished by the Greenland fishing fleet. Such contracts will be negotiated directly on a commercial basis.

Article 4

For the purpose of Article 8a of the Agreement the following definition shall apply:

- 'temporary joint venture' means any association based on a contractual agreement of limited duration between Community shipowners and natural or legal persons in Greenland, with the aim of jointly fishing for and exploiting Greenland fishing quotas by vessels flying the flag of a Member State of the European Community and sharing the cost profits or losses of the economic activity jointly undertaken, with a view to the priority supply of the Community market;
- 'joint enterprises' means any company regulated by Greenland law comprising one or more Community shipowners and one or more partners in Greenland, with the aim of fishing for and possibly exploiting Greenland fishing quotas in the waters under the sovereignty and/or jurisdiction of Greenland by vessels flying the flag of Greenland with a view to the priority supply of the Community market.

Article 5

The Parties shall assess the projects for the temporary joint ventures and joint enterprises provided for in Article 4. The projects shall be assessed in accordance with the methods and criteria set out in Annex II.

Article 6

In order to encourage the establishment of joint enterprises referred to in Article 4, financial assistance may be granted in accordance with conditions laid down in Council Regulation (EC) No 2792/1999 of 17 December 1999 laying down the detailed rules and arrangements regarding Community structural assistance in the fisheries sector ⁽¹⁾.

⁽¹⁾ OJ L 337, 30.12.1999, p. 10.

Article 7

A Joint Committee shall be set up to oversee the application of Articles 5 and 6. The duty of this Committee shall be, in particular, to:

- assess the projects presented by the Parties for the establishment of temporary joint ventures and joint enterprises provided for in Article 4, in accordance with the criteria set out in Annex II;
- review the activities of vessels belonging to temporary joint ventures and joint enterprises in Greenland waters before the end of their contract.

The Joint Committee shall meet at the request of either Party.

Article 8

The conditions concerning access to resources of temporary joint ventures are laid down in Annex III.

Article 9

The Parties shall promote the conduct of experimental fisheries on, *inter alia*, deep sea species, snow crab and squid in Greenland waters. To this end, they shall hold consultations whenever one of the Parties so requests and determine, on a case-by-case basis, relevant species, conditions and other parameters. Furthermore, they shall explore whether projects for experimental fisheries can benefit from financial assistance.

Article 10

In order to give effect to the cooperation obligations laid down in Article 9 of the Agreement, the Parties undertake to establish closer contact with a view to determining relevant areas of cooperation, in particular in the framework of regional fisheries organisations and in the field of research.

In this context, the Parties acknowledge the importance of an efficient control and enforcement Scheme in the regional fisheries organisations which both Parties subscribe. They agree to cooperate with a view to facilitating an effective implementation of such Schemes on the practical level within the capacity of each Party.

Article 11

1. The financial compensation referred to in Article 6 of the Agreement shall, during the period of validity of this Protocol, be fixed at EUR 42 820 000 payable annually at the beginning of each fishing year.
2. The compensation shall be adjusted during the course of each fishing year in proportion to the supplementary quota allocated to the Community, calculated on the basis of cod equivalents under Article 8 of the Agreement.
3. Greenland shall make available to the Community a quantity of 20 000 tonnes of cod equivalent, which the Community may use for the purposes of acquiring supplementary catch possibilities. The adjusted compensation referred to in paragraph 2 may consist of up to 50 % of this cod equivalent.
4. The procedure to be followed as regards the allocation of supplementary catch possibilities under Article 8 of the Agreement is set out in Annex IV.

Article 12

Failure to implement the commitments laid down in this Protocol may, without prejudice to the provisions of Articles 7 and 10 of the Agreement, entail a corresponding reduction in the commitments referred to in Articles 1 and 11 of this Protocol.

Article 13

This Protocol shall enter into force on the date of its signature. It shall apply from 1 January 2001. The Parties shall notify each other on the completion of the procedures necessary for this purpose.

Article 14

1. No later than 30 June 2003 the Parties shall meet with a view to assessing the effectiveness of the Protocol.
2. They shall review and assess the adequacy of this Protocol and if necessary propose amendments. In this context they shall assess the overall relationship between the Parties and assess whether additional instruments should be developed and implemented to better address the development needs of Greenland.
3. Following the entry into force of this Protocol, the Parties undertake to prepare the review meeting referred to in paragraph 1. To this end, they will establish appropriate contacts and exchange material which they deem appropriate.

No later than four months before the meeting referred to in paragraph 1, the Parties shall notify each other of the subject matters which they intend to raise and, as appropriate, their possible proposals for amendments.

4. Two months following the notification, the Parties shall enter into consultations with a view to preparing the review meeting and examining any possible proposals for amendments.
5. Following the completion of the review meeting the Parties shall notify each other of the acceptance by their respective Authorities of any proposed amendments.

Article 15

This Protocol shall be drawn up in duplicate in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish and Swedish languages, each text being equally authentic.

The Greenland authorities will provide a translation into Greenlandic of the Protocol.

ANNEX I

Reference quantities

(in tonnes)

Species	Western stock (NAFO 0/1)	Eastern stock (ICES XIV/V)
Cod	31 000 ⁽¹⁾	—
Redfish	5 500	47 320 ⁽²⁾
Greenland halibut	1 500	4 800
Shrimp	—	5 675
Halibut	200 ⁽³⁾	200 ⁽³⁾
Catfish	1 000	1 000
Blue whiting	—	15 000
Capelin	25 000	⁽⁴⁾
Roundnose grenadier	3 350	4 650

⁽¹⁾ May be fished West or East.⁽²⁾ 25 500 tonnes may be fished East or West and of which a maximum of 20 000 tonnes may be fished by pelagic trawl. Catches from the bottom trawl fishery and the pelagic trawl fishery shall be reported separately.⁽³⁾ If bycatches by Community vessels of Atlantic halibut in trawl cod and redfish fisheries would imply overruns of Community quotas of Atlantic halibut, the Greenland authorities will provide solutions to the effect that Community cod and redfish fisheries nevertheless can continue until the cod and redfish quotas have been exhausted.⁽⁴⁾ 70 % of the Greenland share of the capelin TAC.

ANNEX II

Methods and criteria for project assessment

1. The Parties shall exchange information on the projects presented for the setting up of temporary joint ventures and joint enterprises as defined in Article 4 of this Protocol.
2. The projects shall be presented to the Community via the competent authorities of the Member State or Member States concerned.
3. The Community shall submit to the Joint Committee a list of projects concerning temporary joint ventures and joint enterprises. The Joint Committee shall assess the projects in accordance *inter alia* with the following criteria:
 - (a) technology appropriate to the proposed fishing operations;
 - (b) target species and fishing zones;
 - (c) age of the vessel;
 - (d) in case of temporary joint ventures, the total duration and that of fishing operations;
 - (e) previous experience of the Community shipowner and any Greenlandic partner in the fisheries sector.
4. The Joint Committee shall issue an opinion on the projects following the assessment under point 3.
5. In the case of temporary joint ventures, once the projects have received a favourable opinion from the Joint Committee, the Greenland Authority shall issue the necessary authorisations and fishing licences.

ANNEX III

Conditions concerning access to resources of temporary joint ventures in Greenland

1. Licences

The fishing licences to be issued by Greenland shall have a validity equal to the duration of the temporary joint ventures. Fishing shall take place on quotas allocated by the Greenland Authority.

2. Replacement of vessels

A Community vessel operating under a temporary joint venture may be replaced by another Community vessel with equivalent capacity and technical specifications only on duly justified grounds and with the agreement of the Parties.

3. Fitting-out

Vessels operating under temporary joint ventures shall comply with the rules and regulations applicable in Greenland regarding fitting-out, which rules and regulations shall be applied without discrimination between Greenland and Community vessels.

4. Catch declaration

- (a) All Community vessels shall forward to the Greenland Authority a catch declaration in accordance with Greenlandic fishery regulations.
- (b) A copy of the catch declaration shall be forwarded to the European Commission.
- (c) In the event of these provisions not being complied with, the Greenland Authority may suspend the fishing licence of the vessel involved until the said formalities have been complied with.

5. Scientific observers

At the request of the Greenland authority, Community vessels fishing pursuant to this Protocol shall permit a scientific observer designated by the said Authority to come on board to perform his tasks. The observer shall be provided with all the facilities necessary for the exercise of his functions.

The conditions of his stay on board shall be the same as those of the other officers of the vessel. Observers remunerations and social security contributions shall be paid by the Greenland authorities. The costs of his stay on board shall be borne by the owner of the vessel.

ANNEX IV

Supplementary catch possibilities

1. The authorities responsible for Greenland undertake to offer to the Community by 15 November each year such supplementary catch possibilities referred to in Article 8 of the Agreement, which at the time are expected to be available the following fishing year.

The Community shall inform the authorities responsible for Greenland of its reaction to the offer no later than six weeks after receipt of the offer. If the Community either declines the offer or does not react within six weeks, the authorities responsible for Greenland will be free to offer the supplementary catch possibilities to other parties.

2. If at any time during the fishing year additional supplementary catch possibilities under Article 8 of the Agreement are identified, which exceed the catch possibilities contained in the offer referred to in paragraph 1, the authorities responsible for Greenland shall offer the Community such additional possibilities.

The Community shall inform the authorities responsible for Greenland of its reaction to the offer no later than six weeks after receipt of the offer. If the Community either declines the offer or does not react within six weeks, the authorities responsible for Greenland will be free to offer the supplementary catch possibilities to other parties.