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Legislation

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I

(Acts whose publication is obligatory)

COUNCIL REGULATION (EEC) No 1235/90

of 25 April 1990

on the conclusion of the Protocol establishing for the period 16 June 1989 to 15 June 1991 the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Republic of Guinea-Bissau on fishing off the coast of Guinea-Bissau

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

HAS ADOPTED THIS REGULATION:

Having regard to the Treaty establishing the European Economic Community, and in particular Article 43 thereof,

Having regard to the Act of Accession of Spain and Portugal, and in particular Article 155 (2) (b) thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament ⁽¹⁾,

Whereas, pursuant to the Agreement between the European Economic Community and the Government of the Republic of Guinea-Bissau on fishing off the coast of Guinea-Bissau signed in Bissau on 27 February 1980 ⁽²⁾, as last amended by the Agreement signed in Brussels on 29 June 1987 ⁽³⁾, the two Parties 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 referred to in Article 9 of that Agreement;

Whereas, as a result of these negotiations, a new Protocol establishing the fishing rights and financial compensation provided for in the abovementioned Agreement for the period 16 June 1989 to 15 June 1991 was initialled on 9 June 1989;

Whereas, pursuant to Article 155 (2) (b) of the Act of Accession, it is for the Council to determine the procedures appropriate to take into consideration all or part of the interests of the Canary Islands when it adopts decisions, case by case, particularly with a view to the conclusion of fisheries agreements with third countries; whereas the case in point calls for the said procedures to be determined;

Whereas it is in the Community's interest to approve the Protocol,

Article 1

The Protocol establishing for the period 16 June 1989 to 15 June 1991 the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Republic of Guinea-Bissau on fishing off the coast of Guinea-Bissau is hereby approved on behalf of the Community.

The text of the Protocol is attached to this Regulation.

Article 2

With a view to taking into consideration the interests of the Canary Islands, the Protocol referred to in Article 1 and, in so far as is necessary for its application, the provisions of the common fisheries policy relating to the conservation and management of fishery resources shall also apply to vessels which sail under the flag of Spain, which are recorded on a permanent basis in the registers of the relevant authorities at local level ('registros de base') in the Canary Islands, under the conditions specified in Note 6 to Annex I to Council Regulation (EEC) No 1135/88 of 7 March 1988 concerning the definition of the concept of 'originating products' and methods of administrative cooperation in trade between the customs territory of the Community, Ceuta and Melilla and the Canary Islands ⁽⁴⁾.

Article 3

The President of the Council is hereby authorized to designate the persons empowered to sign the Protocol in order to bind the Community.

Article 4

This Regulation shall enter into force on the third day following its publication in the *Official Journal of the European Communities*.

⁽¹⁾ OJ No C 113, 7. 5. 1990.

⁽²⁾ OJ No L 226, 29. 8. 1980, p. 33.

⁽³⁾ OJ No L 113, 30. 4. 1987, p. 1.

⁽⁴⁾ OJ No L 114, 2. 5. 1988, p. 1.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 25 April 1990.

For the Council

The President

M. O'KENNEDY

PROTOCOL

establishing for the period 16 June 1989 to 15 June 1991 the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea-Bissau on fishing off the coast of Guinea-Bissau

THE PARTIES TO THIS PROTOCOL,

Article 4

Having regard to the Agreement between the European Economic Community and the Government of the Republic of Guinea-Bissau on fishing off the coast of Guinea-Bissau signed in Bissau on 27 February 1980, as last amended by the Agreement signed in Brussels on 29 June 1987,

The Community shall also contribute during the period referred to in Article 1 the sum of ECU 550 000 towards the financing of a Guinea-Bissau scientific or technical programme to improve information on the fishery resources within the exclusive economic zone of Guinea-Bissau and the functioning of the marine biology laboratory.

HAVE AGREED AS FOLLOWS:

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

Article 1

For a period of two years from 16 June 1989, the fishing rights granted pursuant to Article 4 of the Agreement shall be as follows:

1. (a) freezer shrimp trawlers: 10 000 GRT per month, annual average;
(b) freezer fin fish and cephalopod trawlers: 5 000 GRT per month, annual average;
2. freezer tuna seiners: 45 vessels;
3. pole-and-line tuna vessels: 15 vessels;
4. surface longliners: 35 vessels.

Article 5

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 Guinea-Bissau to find places in 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 country linked with the Community by a cooperation agreement. The total cost of the awards may not exceed ECU 550 000. At the request of the Guinea-Bissau authorities, part of this sum may be used to cover the costs of participation in international meetings or training courses concerning fisheries or the organization of seminars on fishing in Guinea-Bissau, or to strengthen the administrative infrastructure of the Office of the Secretary of State for Fisheries. The sum shall be payable as and when it is used.

Article 2

1. The financial compensation referred to in Article 9 of the Agreement shall be, for the period referred to in Article 1, ECU 10 830 000, payable in two equal annual instalments.

2. The use to which this compensation is put shall be the sole responsibility of the Government of the Republic of Guinea-Bissau.

3. The compensation shall be paid into an account opened with a financial institution or any other body designated by Guinea-Bissau.

Article 6

Should the Community fail to make the payments provided for in Articles 2 and 4, the application of this Protocol may be suspended.

Article 3

At the request of the Community, the fishing rights referred to in Article 1 (1) (a) and (b) may be increased by successive instalments of 1 000 GRT per month, calculated on an annual average basis. In this case, the financial compensation referred to in Article 2 shall be increased proportionately.

Article 7

The Annex to the Agreement between the European Economic Community and the Government of the Republic

of Guinea-Bissau on fishing off the coast of Guinea-Bissau is hereby repealed and replaced by the Annex to this Protocol.

It shall be applicable from 16 June 1989.

Article 8

This Protocol shall enter into force on the first day of the month following that on which it is signed.

Article 9

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

ANNEX

CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN
GUINEA-BISSAU'S FISHING ZONE

A. Licence application and issuing formalities

The procedure for applications for, and issue of, the licences enabling Community vessels to fish in Guinea-Bissau's fishing zone shall be as follows:

The relevant Community authorities shall present to the Office of the Secretary of State for Fisheries of the Republic of Guinea-Bissau, via the Commission Delegation in Guinea-Bissau, an application for each vessel that is to be used for fishing under the Agreement, at least 30 days before the date of commencement of the period of validity requested.

The applications shall be made on the forms provided for that purpose by the Government of the Republic of Guinea-Bissau, specimens of which are attached hereto (Annex 1).

Each licence application shall be accompanied by proof of payment of the fee for the period of the licence's validity. Payment shall be made into the account referred to in Article 2 of the Protocol.

Licences for tuna seiners, pole-and-line tuna vessels and surface longliners shall be issued by the Guinea-Bissau authorities within the 30-day time limit laid down above to the shipowners or their representatives via the Delegation of the Commission of the European Communities in Guinea-Bissau.

Freezer trawlers must be present in the port of Bissau when the licence is handed over. The Delegation of the Commission of the European Communities shall be notified of each licence issued.

Licences shall be issued for a specific vessel and shall not be transferable. However, at the request of the European Economic Community, and where *force majeure* is proven, a vessel's licence shall be replaced by a new licence for another vessel whose features are similar to those of the first vessel. The owner of the first vessel shall return the cancelled licence to the Office of the Secretary of State for Fisheries of the Republic of Guinea-Bissau via the authorities of the Commission of the European Communities.

By way of derogation from Article 4 (3) of the Agreement, licences shall be valid for quarterly, half-yearly or annual periods.

The licence must be held on board at all times.

1. Provisions applicable to trawlers

(a) For the duration of this Protocol the fees for annual licences shall be as follows:

ECU 100 per GRT per year for fin fish trawlers;
ECU 116 per GRT per year for cephalopod trawlers;
ECU 160 per GRT per year for shrimp trawlers.

(b) For the duration of this Protocol the fees for half-yearly licences shall be as follows:

ECU 57,5 per GRT per half-year for fin fish trawlers;
ECU 66,5 per GRT per half-year for cephalopod trawlers;
ECU 92 per GRT per half-year for shrimp trawlers.

(c) The fees for quarterly licenses shall be as follows:

ECU 30 per GRT per quarter for fin fish trawlers;
ECU 35 per GRT per quarter for cephalopod trawlers;
ECU 48 per GRT per quarter for shrimp trawlers.

However, vessels which land only 25 kg of fish per GRT per quarter, in accordance with the provisions of Part C of this Annex, shall be obliged to pay an additional fee of ECU 6 per GRT per quarter.

2. Provisions applicable to tuna vessels and surface longliners

(a) The fees shall be ECU 20 per tonne caught within Guinea-Bissau's fishing zone.

- (b) Licences shall be issued following payment to the Office of the Secretary of State for Fisheries of a lump sum of ECU 1 500 a year for each tuna seiner and ECU 300 a year for each pole-and-line tuna vessel and surface longliner, equivalent to the fees for:

- 75 tonnes of tuna caught per year in the case of seiners,
- 15 tonnes caught per year in the case of pole-and-line tuna vessels and surface longliners.

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 statements made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data (Orstom and IEO — Spanish Institute of Oceanography). The statement shall be forwarded simultaneously to the Office of the Secretary of State for Fisheries and to the shipowners. Any additional payment due shall be made by the shipowners to the Office of the Secretary of State for Fisheries of Guinea-Bissau by 31 May of the following year at the latest, in accordance with the procedure for payment set out in Article 2 of the Protocol.

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

B. Statement of catch

For all Community vessels authorized to fish in Guinea-Bissau's waters under the Agreement a statement of their catch must be provided to the Office of the Secretary of State for Fisheries, with a copy to the Commission Delegation in Guinea-Bissau, in accordance with the procedures set out below:

- for trawlers a statement of catch shall be made out according to the specimen annexed hereto (Annex 2). The statements of catch shall be drawn up each month and presented at least once each quarter,
- for tuna seiners, pole-and-line tuna vessels and surface longliners a fishing log shall be kept, in accordance with Annex 3, for each fishing period spent in Guinea-Bissau's fishing zone. The form must be sent, within 45 days of the end of the fishing voyage spent in the Guinea-Bissau fishing zone, to the Office of the Secretary of State for Fisheries via the Delegation of the Commission of the European Communities in Guinea-Bissau,
- forms must be completed legibly and be signed by the master of the vessel.

Should this provision not be adhered to, the Government of Guinea-Bissau reserves the right to suspend the licence of the offending vessel until the formality has been complied with.

C. Landing of catch

Trawlers authorized to fish in the Guinea-Bissau fishing zone shall, in order to make a contribution towards supplying the local population with fish caught in the Guinea-Bissau fishing zone, be obliged to land the following quantities free of charge, on the basis of the list set out in the Appendix to Annex 1: 50 kg of fish per GRT per quarter, of which 25 kg per GRT per quarter is optional.

Landings may be made individually or collectively, mention being made of the vessels concerned. Any failure to comply with the obligation to land catches shall render the offender liable to the following penalties applied by the Guinea-Bissau authorities:

- fine of ECU 1 500 per tonne not landed, and
- withdrawal and non-renewal of the licence of the vessel concerned or another vessel fitted out by the same shipowner.

D. By-catches

1. Fin fish trawlers may not hold on board crustaceans representing more than 10 % of their total catch in the Guinea-Bissau fishing zone.

Cephalopod trawlers may not hold on board crustaceans representing more than 5 % or fish representing more than 10 % of their total catch in the Guinea-Bissau fishing zone.

2. Pole-and-line tuna vessels shall, moreover, be authorized to fish for live bait in order to carry out their fishing activities in the Guinea-Bissau fishing zone.

E. Signing-on of seamen

Owners who have been issued fishing licences under the Agreement shall contribute to the on-the-job vocational training of Guinea-Bissau nationals, subject to the conditions and limits set out below:

1. each trawler owner shall undertake to employ:
 - two seamen/fishermen on vessels of up to 300 GRT;
 - three seamen/fishermen on vessels of between 300 and 400 GRT;
 - four seamen/fishermen on vessels of more than 400 GRT.
2. Owners of tuna vessels and surface longliners shall undertake to employ Guinea-Bissau nationals, subject to the conditions and limits set out below:
 - for the fleet of tuna seiners, eight Guinea-Bissau seamen shall be signed on permanently in the Guinea-Bissau fishing zone,
 - for the fleet of pole-and-line tuna vessels, eight Guinea-Bissau seamen shall be signed on for the tuna fishing season in the Guinea-Bissau fishing zone, all of them to be assigned to different vessels,
 - for the fleet of surface longliners, eight Guinea-Bissau seamen shall be signed on for the fishing season in the Guinea-Bissau fishing zone, all of them to be assigned to different vessels.
3. The wages of these seamen/fishermen shall be fixed, before licences are issued, by mutual agreement between the shipowners or their representatives and the Office of the Secretary of State for Fisheries; 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).

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

This sum will be used for the training of seamen/fishermen in Guinea-Bissau and is to be paid into an account specified by the Guinea-Bissau authorities.

F. Taking on board of observers

1. The observer's task shall be to check on fishing activities in the Guinea-Bissau fishing zone. He shall be offered every facility needed to carry out his duties, including access to premises and documents. He must not remain on board any longer than is necessary for the accomplishment of his duties. The master of the vessel shall facilitate the work of the observer, who shall be accorded the conditions enjoyed by officers of the vessel. The salary and the social contributions of the observer shall be borne by the Government of Guinea-Bissau.

Should the observer be taken on board in a foreign port, his travelling costs shall be borne by the shipowner. Should a vessel with an observer on board leave the Guinea-Bissau fishing zone, all measures must be taken to ensure the observer's return to Guinea-Bissau as soon as possible at the expense of the shipowner.

2. Each trawler shall take on board an observer designated by the Office of the Secretary of State for Fisheries.
3. Tuna vessels and surface longliners shall take an observer on board at the request of the Office of the Secretary of State for Fisheries.

In that case, the port of embarkation shall be determined by mutual agreement between the Office of the Secretary of State for Fisheries and the shipowners or their representatives at a meeting to be arranged between the two parties.

G. Inspection and monitoring

Any Community vessel fishing in Guinea-Bissau's fishing zone shall allow on board any official of Guinea-Bissau 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.

H. Fishing zones

The freezer trawlers referred to in Article 1 of the Protocol shall be authorized to fish in waters beyond 12 nautical miles from the base lines.

I. Meshes authorized

The minimum mesh size authorized for the trawl body (mesh fully extended) shall be:

- (a) 60 mm for fin fish vessels;
- (b) 40 mm for cephalopod vessels;
- (c) 40 mm for shrimp vessels (this mesh shall be applicable from 1 August 1989);
- (d) 16 mm for fishing for live bait.

Outrigger fishing shall be authorized.

J. Entering and leaving the zone

All Community vessels fishing under the Agreement in the Guinea-Bissau zone shall communicate to the radio station of the Office of the Secretary of State for Fisheries the date and time and their position when entering and leaving the Guinea-Bissau fishing zone.

The call sign, frequency and working hours of the station shall be communicated to the shipowners by the Office of the Secretary of State for Fisheries at the time the licence is issued.

In cases where this radio communication cannot be used, vessels may use alternative means, such as telex (No 266 SEP BI) or telegram.

K. Procedure in case of boarding

The authorities of the Commission of the European Communities in Guinea-Bissau shall be notified within 48 hours of any boarding within the Guinea-Bissau fishing zone of a fishing vessel flying the flag of a Member State of the Community and shall at the same time receive a brief report of the circumstances and reasons leading to the boarding.

Should the case be brought before a competent judicial body, the Guinea-Bissau authorities may fix a bank security at the request of the Community or the shipowner.

In that case, the Guinea-Bissau authorities shall undertake to release the vessel within 24 hours following the lodging of the bank security.

The bank security shall be released by the competent authority once the master of the vessel concerned has been acquitted by the judicial decision.

Should one of the parties consider it necessary, it may request urgent consultations under Article 10 of the Agreement.

Annex 1

APPLICATION FORM
FOR A
FISHING LICENCE

For official use only	Remarks
Nationality:	
Licence No:	
Date of signing:	
Date of issue:	

APPLICANT

Name of firm:

Trade register No:

First name and surname of applicant:

Date and place of birth:

Occupation:

Address:

No of employees:

Name and address of co-signatory:

VESSEL

Type of vessel: Registration No:

New name: Former name:

Date and place of construction:

Original nationality:

Length: Beam: Hold:

Gross tonnage: Net tonnage:

Type of building materials:

Make of main engine: Type: Rating:

Propeller: Fixed ☐ Variable ☐ Ducted ☐

Transit speed:

Call sign: Call frequency:

List of sounding, navigating and transmission instruments:

Radar ☐ Sonar ☐ Netsonde ☐VHF ☐ SSB ☐ Netsonde satellite navigation ☐ Other

No of seamen:

CONSERVATION

Packed in ice ☐ Ice + refrigeration ☐
 Freezing in brine ☐ Dry ☐ Refrigerated sea water ☐

Total refrigerating power:

Freezing capacity in tonnes/24 hours:

Hold capacity:

TYPE OF FISHING

A. Demersal

Inshore demersal ☐ Deep-sea demersal ☐

Type of trawl: ☐
 Cephalopods ☐ Shrimps ☐ Fish ☐

Length of trawl: Headline:

Mesh size in the body:

Mesh size in the wings:

Speed of trawling:

B. Deep-sea pelagic (tuna)

Pole and line ☐ No of poles and lines ☐

Seine ☐ Length of net: Depth of net:

No of tanks: Capacity in tonnes:

C. Longlines and pots

Surface ☐ Bottom ☐

Length of lines: No of hooks:

No of lines:

No of pots:

SHORE INSTALLATIONS

Address and permit No:

Name of firm:

Activities:

Domestic wholesale fish trade ☐Export ☐

Type and No of wholesale trader's card:

Description of processing and conservation plant:

.....

.....

.....

.....

.....

No of employees:

Technical remarks

Authorization of the Office of the Secretary of State

Appendix to Annex 1



REPÚBLICA DA GUINÉ-BISSAU

SECRETARIA DE ESTADO DAS PESCAS

BISSAU

VISTO

.....
(Director da Pesca Industrial)

DECLARAÇÃO

..... Armador/Representante do N/M

(Nome e nº de registo)

com autorização de pesca nº válida de a

..... compromete-se a descarregar no porto de Bissau a favor do

Ministério das Pescas toneladas de peixe diverso, de preferência, das seguintes espécies: (garoupas (*Epinephelus* spp.; *Serranus* spp.) sinapas (*Sparus* spp.), bicas (*Pagellus bellottii*, *Lethrinus atlanticus*, *Lutjanus* spp.), bicuda (*Sphyræna* spp.), barbo (*Galeoides decadactylus*), barbinho (*Pentanemus quinquarum*), corvinas (*Pseudotolithus* spp.; *Argyrosomus* spp.), cor-cor (*Pomadasys* spp.), sareia (*Caranx* spp., *Chloroscombrus* sp., *Decapterus* spp.), bagres (*Arius* spp.)) como complemento da licença de pesca que foi concedida ao navio acima referenciado.

Mais se declara que nos 15 dias antes de expirada a licença notificará o Ministério das Pescas, através da Direcção da Pesca Industrial, a data do desembarque do pescado.

Bissau, de de 19

O ARMADOR / REPRESENTANTE

.....
(Assinatura e carimbo)

[illegible]

ICCAT LOGBOOK for TUNA FISHERY

Annex 3

Vessel name		Gross tons		Boat LEFT		Boat RETURNED		Number of days at sea		Number of fishing days or number of sets made		Trip number		Page 19 of 19	
Flag country		Capacity (M.T.)		Captain		No. of crew		Reporting date		Reported by					
Registration No.															
Company or Owner															
Address															

Date	Area		Effort (Number of Hooks used)	Surt Water Temp. (°C)	E or W	Longitude	Latitude	Bluefin tuna Thunnus thynnus or macrocephalus	Yellowfin tuna Thunnus albacares	Bigeye tuna Thunnus obesus	Albacore Thunnus alalunga	Swordfish Xiphus gladius	Striped marlin White marlin Tropurus setacea or albidus	Black marlin Makaira indica	Sailfin Istiophorus albicans or platypterus	Skipjack Katsuwonus pelamis	Miscellaneous fishes	Daily total (in weight Kg. only)	Bait used
	Day	Month																	
01																			
02																			
03																			
04																			
05																			
06																			
07																			
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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, General Mola 17, Madrid 1, Spain.

3. "Day" refers to the day you set the line.

4. Fishing area refers to the noon position of the boat. Round off minutes, and record degrees of latitude and longitude. Be sure to record N/S and E/W.

5. 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.

6. All information reported herein will be kept strictly confidential.

COUNCIL REGULATION (EEC) No 1236/90

of 25 April 1990

on the conclusion of the Protocol establishing for the period 27 June 1989 to 26 June 1992 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

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

HAS ADOPTED THIS REGULATION:

Having regard to the Treaty establishing the European Economic Community, and in particular Article 43 thereof,

Having regard to the Act of Accession of Spain and Portugal, and in particular Article 155 (2) (b) thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament ⁽¹⁾,

Whereas, pursuant 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, signed in Malabo on 15 June 1984 ⁽²⁾, as amended by the Agreement signed in Brussels on 4 November 1987 ⁽³⁾, the two Parties 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;

Whereas, as a result of these negotiations, a new Protocol establishing the fishing rights and financial compensation provided for in the abovementioned Agreement for the period 27 June 1989 to 26 June 1992 was initialled on 2 June 1989;

Whereas, pursuant to Article 155 (2) (b) of the Act of Accession, it is for the Council to determine the procedures appropriate to take into consideration all or part of the interests of the Canary Islands when it adopts decisions, case by case, particularly with a view to the conclusion of fisheries agreements with third countries; whereas the case in point calls for the said procedures to be determined;

Whereas it is in the Community's interest to approve the Protocol,

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 25 April 1990.

Article 1

The Protocol establishing, for the period 27 June 1989 to 26 June 1992, 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 is hereby approved on behalf of the Community.

The text of the Protocol is attached to this Regulation.

Article 2

With a view to taking into consideration the interests of the Canary Islands, the Protocol referred to in Article 1 and, in so far as is necessary for its application, the provisions of the common fisheries policy relating to the conservation and management of fishery resources shall also apply to vessels sailing under the flag of Spain, which are recorded on a permanent basis in the registers of the relevant authorities at local level ('registros de base') in the Canary Islands, under the conditions specified in Note 6 to Annex I to Council Regulation (EEC) No 570/86 of 24 February 1986 concerning the definition of the concept of 'originating products' and methods of administrative cooperation in trade between the customs territory of the Community, Ceuta and Melilla and the Canary Islands ⁽⁴⁾.

Article 3

The President of the Council is hereby authorized to designate the persons empowered to sign the Protocol in order to bind the Community.

Article 4

This Regulation shall enter into force on the third day following its publication in the *Official Journal of the European Communities*.

For the Council

The President

M. O'KENNEDY

⁽¹⁾ OJ No C 113, 7. 5. 1990.

⁽²⁾ OJ No L 188, 16. 7. 1984, p. 1.

⁽³⁾ OJ No L 29, 30. 1. 1987, p. 1.

⁽⁴⁾ OJ No L 56, 1. 3. 1986, p. 1.

PROTOCOL

establishing for the period 27 June 1989 to 26 June 1992 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

THE PARTIES TO THIS PROTOCOL,

Having regard 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, signed at Malabo on 15 June 1984 and amended by the Agreement signed in Brussels on 4 November 1987,

HAVE AGREED AS FOLLOWS:

Article 1

For a period of three years from 27 June 1989, the fishing rights granted pursuant to Article 2 of the Agreement shall be as follows:

1. freezer trawlers: 9 000 GRT per month, annual average;
2. tuna seiners: 40 vessels;
3. surface longliners: 30 vessels.

At the Community's request, up to 10 licences may be granted for pole-and-line tuna 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, ECU 6 million, payable in three equal annual instalments as follows: the first instalment before 30 September 1989, the second before 30 June 1990 and the third before 30 June 1991.

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

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

Article 3

At the request of the Community, the fishing rights referred to in Article 1 (1) may be increased by successive instalments

of 1 000 GRT per month, calculated on an annual average basis. In this case, the financial compensation referred to in Article 2 shall be increased proportionately.

Article 4

The Community shall also contribute, during the period referred to in Article 1, the sum of ECU 500 000 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.

Article 5

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 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 ECU 665 000. At the request of the Equatorial Guinea authorities, part of this sum may be used to cover the costs of participation in international meetings or training courses concerning fisheries.

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 4, 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 27 June 1989.

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, the 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 relevant Community authorities shall present to the Ministry of Water, Forestry and Reafforestation of the Republic of Equatorial Guinea, via the authorities of the Commission of the European Communities in Equatorial Guinea, an application for each vessel that is to be used for fishing under the Agreement, at least 30 days before the date of commencement of the period of validity requested.

The 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 (Annex 1).

Each licence application shall be accompanied by proof of payment of the fee for the period of the licence's validity. Payment shall be made into the account referred to in Article 2 of the Protocol.

Fees shall include all national and local charges except those for the performance of services. Once signed, the licences shall be issued by the Equatorial Guinea authorities to the shipowners or their representatives via the authorities of the Commission of the European Communities in Equatorial Guinea within 15 working days of the date on which the proof of payment is received.

Licences shall be issued for a specific vessel and shall not be transferable. However, at the request of the European Economic Community, and where *force majeure* is proven, a vessel's licence shall be replaced by a new licence for another vessel whose features are similar to those of the first vessel. The owner of the first vessel shall return the cancelled licence to the Ministry of Water, Forestry and Reafforestation of the Republic of Equatorial Guinea via the authorities 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.

The licence must be held on board at all times.

1. *Provisions applicable to trawlers*

- (a) The licences for trawlers shall be issued for a year, six months or three months. They shall be renewable.
- (b) The fees for annual licences shall be as follows:
ECU 90 per GRT per year for fin fish trawlers,
ECU 100 per GRT per year for shrimp trawlers.
- (c) The fees for half-year licences shall be as follows:
ECU 55 per GRT per half-yearly period for fin fish trawlers,
ECU 60 per GRT per half-yearly period for shrimp trawlers.
- (d) The fees for quarterly licences shall be set as follows:
ECU 30 per GRT per quarterly period for fin fish trawlers,
ECU 35 per GRT per quarterly period for shrimp trawlers.

2. *Provisions applicable to tuna vessels and surface longliners*

- (a) The fees shall be ECU 20 per tonne caught within Equatorial Guinea's fishing zone.
- (b) Licences for tuna vessels shall be issued following payment to the Ministry of Water, Forestry and Reafforestation of a lump sum of ECU 1 000 a year for each tuna seiner and ECU 200 a year for each pole-and-line tuna vessel and surface longliner, equivalent to the fees for:

- 50 tonnes of tuna caught per year in the case of seiners,
- 10 tonnes caught per year in the case of pole-and-line tuna vessels and surface longliners.

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 statements made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data (Orstom and IEO — Spanish Institute of Oceanography). The statement shall be forwarded simultaneously to the Equatorial Guinea authorities and to the shipowners. Any additional payment due shall be made by the shipowners to the Ministry of Water, Forestry and Reafforestation of Equatorial Guinea by 30 May of the following year at the latest, in accordance with the procedure for payment set out in Article 2 of the Protocol.

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

B. Statement of catch

For all vessels authorized to fish in Equatorial Guinea's waters under the Agreement, a statement of their catch must be provided to the Ministry of Water, Forestry and Reafforestation, with a copy to the Commission authorities in Equatorial Guinea, in accordance with the procedures set out below:

- for trawlers a statement shall be made out according to the specimen annexed hereto (Annex 2). The statements shall be communicated after each tide;
- for tuna seiners, pole-and-line tuna vessels and surface longliners a fishing log shall be kept, in accordance with Annex 3 (in English), for each fishing period spent in Equatorial Guinea's fishing zone. The form must be completed legibly and be signed by the master of the vessel and sent, within 45 days of the end of the fishing voyage spent in the Equatorial Guinea fishing zone, to the Ministry of Water, Forestry and Reafforestation via the authorities of the Commission of the European Communities in Equatorial Guinea.

Should this provision not be adhered to, the Government 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.

C. Landing of catch

Trawlers authorized to fish in the Equatorial Guinea zone shall, after each tide, make a contribution to fish supplies for the local population by landing, on an annual basis:

- fin fish trawlers: 7 000 kg of fish per vessel,
- shrimp trawlers: 5 000 kg of fish per vessel,

at a price set by the Ministry of Water, Forestry and Reafforestation by mutual agreement with the shipowner on the basis of local market prices

Landings may be made individually or collectively at the ports of Malabo, Bata or Luba.

Any failure to comply with the obligation to land catches shall render the offender liable to the following sanctions applied by the Equatorial Guinea authorities:

- fine of ECU 1 000 per tonne not landed, and
- withdrawal and non-renewal of the licence of the vessel concerned or another vessel belonging to the same shipowner.

D. Signing on of seamen

1. Trawler owners who have been issued fishing licences under the Agreement shall contribute to the on-the-job vocational training of Equatorial Guinea nationals, subject to the conditions and limits set out below:

- two seamen/fishermen on vessels of up to 300 GRT,
- three seamen/fishermen on vessels of more than 300 GRT.

2. The wages of these fishermen, to be borne by the shipowners, shall be fixed by mutual agreement between the shipowners and the Equatorial Guinea authorities. Should the fishermen not be signed on, the shipowners shall be obliged to pay a lump sum equivalent to 30 % of the seamen's wages. This sum will be used for the training of fishermen in Equatorial Guinea and is to be paid into an account specified by the Equatorial Guinea authorities.

E. Taking on board of observers

Each trawler may be obliged to take on board an observer designated by the Ministry of Water, Forestry and Reafforestation. In that case, the observer shall be included in the number of fishermen to be signed on established in point D.

The observer shall be offered every facility needed to carry out his duties. The presence and work of this observer must not interrupt or prejudice fishing operations. The salary and the social contributions of the observer shall be borne by the Government of Equatorial Guinea.

F. Inspection and monitoring

Any Community vessel fishing in Equatorial Guinea's fishing zone shall allow on board any official 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.

G. Fishing zones

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

H. Meshes authorized

The minimum mesh size authorized for the trawl body (mesh fully extended) shall be:

- (a) 60 mm for fin fish vessels catching less than 30 % shrimps;
- (b) 25 mm for shrimp vessels catching more than 30 % shrimps.

Outrigger fishing shall be authorized.

I. Entering and leaving the zone

All Community vessels fishing under the Agreement in the Equatorial Guinea zone shall communicate to the radio station indicated on the licence the date and time and their position when entering and leaving the Equatorial Guinea fishing zone.

J. Procedure in case of boarding

1. The authorities 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 holding a valid licence granted under the Agreement. The authorities 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 authorities 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 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 therefore be brought before a competent Equatorial Guinea 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 procedure).
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.
-

Annex 1

REPUBLIC OF EQUATORIAL GUINEA

APPLICATION FOR A FISHING LICENCE

1. Valid from: to:
2. Name of vessel:
3. Name of shipowner:
4. Port and registration number:
5. Type of fishing:
6. Authorized 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:

Annex 1 to the Fisheries Law

(Article 42 of the Fisheries Law)

- | Date : | Fishing zone | Species caught (1) | Tonnage | Port of landing |
|--------|--------------|--------------------|---------|-----------------|
| | | | | |

Signed
The Master

4. Fishing area refers to the noon position of the boat. Round off minutes, and record degrees of latitude and longitude. Be sure to record N/S and E/W.

5. 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.

All information reported herein will be kept strictly confidential.

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, General Mola 17, Madrid 1, Spain.

3. All information reported herein will be kept strictly confidential, be recorded.

COUNCIL REGULATION (EEC) No 1237/90

of 25 April 1990

on the conclusion of the Agreement between the European Economic Community and the Republic of Sierra Leone on fishing off Sierra Leone

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 43 thereof,

Having regard to the Act of Accession of Spain and Portugal, and in particular Article 155 (2) (b) thereof,

Having regard to the proposal from the Commission ⁽¹⁾,

Having regard to the opinion of the European Parliament ⁽²⁾,

Whereas the Community and the Republic of Sierra Leone have negotiated and initialled an Agreement on fishing which provides fishing opportunities for Community fishermen in waters over which Sierra Leone has sovereignty or jurisdiction;

Whereas, pursuant to Article 155 (2) (b) of the Act of Accession, it is for the Council to determine the procedures appropriate to take into consideration all or part of the interests of the Canary Islands when it adopts decisions, case by case, particularly with a view to the conclusion of fisheries agreements with third countries; whereas the case in point calls for the said procedures to be determined;

Whereas it is in the Community's interest to approve the said Agreement,

HAS ADOPTED THIS REGULATION:

Article 1

The Agreement between the European Economic Community and the Republic of Sierra Leone on fishing off

Sierra Leone is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Regulation.

Article 2

With a view to taking into consideration the interests of the Canary Islands, the Agreement referred to in Article 1 and, in so far as is necessary for its application, the provisions of the common fisheries policy relating to the conservation and management of fishery resources, shall also apply to vessels which sail under the flag of Spain, which are recorded on a permanent basis in the registers of the relevant authorities at local level ('registros de base') in the Canary Islands, under the conditions specified in Note 6 to Annex I to Council Regulation (EEC) No 1135/88 of 7 March 1988 concerning the definition of the concept of 'originating products' and methods of administrative cooperation in trade between the customs territory of the Community, Ceuta and Melilla and the Canary Islands ⁽³⁾, as amended by Regulation (EEC) No 3902/89 ⁽⁴⁾.

Article 3

The President of the Council is hereby authorized to designate the persons empowered to sign the Agreement in order to bind the Community.

Article 4

This Regulation shall enter into force on the third day following its publication in the *Official Journal of the European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 25 April 1990.

For the Council

The President

M. O'KENNEDY

⁽¹⁾ OJ No C 55, 7. 3. 1990, p. 9.

⁽²⁾ OJ No C 113, 7. 5. 1990.

⁽³⁾ OJ No L 114, 2. 5. 1988, p. 1.

⁽⁴⁾ OJ No L 375, 23. 12. 1989, p. 5.

AGREEMENT

between the European Economic Community and the Republic of Sierra Leone on fishing off Sierra Leone

THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter referred to as 'the Community', and

THE REPUBLIC OF SIERRA LEONE,

hereinafter referred to as 'Sierra Leone',

CONSIDERING the spirit of cooperation resulting from the ACP-EEC Convention and the good cooperation relations which exist between the Community and Sierra Leone;

CONSIDERING the wish of Sierra Leone to promote the rational management, exploitation and conservation of its fishery resources by means of intensified cooperation;

RECALLING that Sierra Leone has exclusive management and control over the fishery resources and other aquatic resources within its fishing zone which extends up to 200 nautical miles from its shore, within which it exercises its sovereign rights for the purpose of identifying, exploiting, conserving and managing the resources of the said zone;

TAKING into account the United Nations Convention on the Law of the Sea signed by both parties to this Agreement;

DESIROUS of developing and intensifying mutually advantageous cooperation in the field of fisheries;

DETERMINED to conduct their relations in a spirit of mutual trust and respect for each other's interest in the sphere of sea fishing;

DESIROUS of establishing the terms and conditions governing activities of common interest to both parties,

HAVE AGREED AS FOLLOWS:

Article 1

The purpose of this Agreement is to establish the principles and rules which will in future govern, in all respects, the fishing activities of vessels flying the flag of a Member State of the Community, hereinafter referred to as 'Community vessels', in the waters over which Sierra Leone has sovereignty or jurisdiction in respect of fisheries, hereinafter referred to as 'Sierra Leone's fishing zone'.

Article 2

Sierra Leone shall permit fishing by Community vessels in Sierra Leone's fishing zone in accordance with this Agreement and the laws and regulations in force in Sierra Leone relating to fisheries.

Article 3

1. The Community undertakes to take all necessary steps to ensure that Community vessels observe the provisions of this Agreement and the laws, rules and regulations relating to fishing in Sierra Leone's fishing zone consistent with the

provisions of the United Nations Convention and the Law of the Sea.

2. The authorities of Sierra Leone shall notify the Commission of the European Communities of any change to the said laws, rules and regulations.

Article 4

1. Fishing activities by Community vessels in Sierra Leone's fishing zone under the present Agreement shall be subject to possession of a valid fishing licence issued by the Government of Sierra Leone.

2. Licences will be issued by the authorities of Sierra Leone within the limits laid down in the Protocol attached hereto.

3. The issue of a licence by the authorities of Sierra Leone at the Community's request shall be subject to payment of a licence fee by the shipowner concerned.

4. The formalities for making applications for licences, their period of validity, the amount of the fee, the payment provisions and the permitted fishing zone shall be as specified in the Annex.

Article 5

The Parties undertake to coordinate action, either directly or within international organizations, to ensure the management and conservation of the living resources in the Eastern Central Atlantic and to facilitate the relevant scientific research.

Article 6

Vessels authorized to fish in Sierra Leone's fishing zone under this Agreement shall be obliged to communicate to the authorities of Sierra Leone the statements of catch and other relevant information according to the conditions set out in the Annex.

Article 7

In return for the fishing opportunities accorded pursuant to Article 2, the Community shall make payments to Sierra Leone in accordance with the provisions of the aforesaid Protocol, without prejudice to the financing for which Sierra Leone is eligible under the ACP-EEC Convention.

Article 8

1. Without prejudice to the exercise by Sierra Leone of sovereignty or jurisdiction over Sierra Leone's fishing zone, the Parties agree to consult on questions relating to the implementation and proper functioning of this Agreement. To this effect a joint committee is hereby established. The Committee shall meet at the request of either Party alternatively in Sierra Leone and in the Community.

2. In the event of a dispute concerning the interpretation or application of this Agreement, such dispute shall be the subject of consultation between the Parties.

Article 9

1. Should the authorities of Sierra Leone decide, as a result of developments in the states of stocks, to take conservation measures which affect the activities of Community vessels, consultations shall be held between the Parties in order to adapt the Annex and Protocol attached to this Agreement.

2. The consultations referred to in paragraph 1 will be based on the principle that any substantial reduction of the fishing rights provided for in the Protocol shall lead to an equivalent reduction of the financial compensation to be paid by the Community.

3. Any conservation measures taken by the authorities of Sierra Leone shall be based on objective and scientific criteria and shall apply equally to Community and other third country vessels without prejudice to special arrangements between developing States within the same geographical area, including reciprocal fishing arrangements.

Article 10

Nothing in this Agreement shall affect or prejudice in any manner the view of either Party with respect to any matter relating to the Law of the Sea.

Article 11

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Economic Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of Sierra Leone.

Article 12

The Annex and the Protocol attached to this Agreement form an integral part of the Agreement and, unless otherwise specified, a reference to the Agreement shall also constitute a reference to them.

Article 13

1. This Agreement shall be concluded for an initial period of two years from the date of its entry into force. Unless one of the Parties terminates it by giving notice to that effect at least six months before the date of expiry of the two-year period, it shall remain in force for further periods of one year unless denounced by notice given at least three months before the date of expiry of each such one-year period.

2. In the event of a Contracting Party giving notice denouncing the Agreement, the Contracting Parties shall enter into negotiations.

3. Before the end of the period of validity of the Protocol, the Contracting Parties shall enter into negotiations to determine by common agreement what amendments or addition to the Annex or Protocol are required.

Article 14

This Agreement, drawn up in duplicate in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages, each of these texts being equally authentic, shall enter into force on the date of its signature.

ANNEX

CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN SIERRA LEONE'S FISHING ZONE

1. Licence application and issuing formalities

- (a) The Commission of the European Economic Communities shall present to the Sierra Leone Ministry responsible for Fisheries via the Delegation of the Commission of the European Communities in Sierra Leone the application, made by the shipowner, for each vessel that wishes to fish under the Agreement, at least 30 days before the date of commencement of the period of validity requested. The application shall be made on the forms provided for that purpose by Sierra Leone a specimen of which is annexed hereto (Annex 1). Each application shall be accompanied by documentary proof of payment.
- (b) Before receiving a licence and no more than once a year, each trawler and demersal longliner must be presented at the port of Freetown for inspection in accordance with the rules and regulations in force. This inspection shall be carried out within 24 hours of the vessel's arrival in port. The expenses incurred shall be borne by the ship owners and are established at ECU 300 per vessel.
- (c) Every licence shall be issued to the shipowner for one designated vessel. At the request of the Commission of the European Communities, the licence for a vessel may, and, in cases of proven *force majeure*, will, be replaced by a licence for another Community vessel, having the same characteristics. In the latter case, no fee shall be due for the remaining period of validity.
In the new licence shall be mentioned:
 - its date of delivery,
 - the fact that the licence replaces the previous one issued.
- (d) The licences shall be issued by the authorities of Sierra Leone within 30 days of receipt of payment and delivered to the shipowners or their representatives via the Delegation of the Commission of the European Communities in Sierra Leone.
- (e) The licence document must be held on board at all times.
- (f) The authorities of Sierra Leone shall communicate, before the date of entry into force of the Agreement, the arrangements for payment of the licence fees, and in particular the details of the bank account and the currency to be used.
- (g) The licence fee shall include all national and local taxes with the exceptions of charges for services.

2. Validity of licences and payment provisions for tuna seiners, pole and line vessels and surface longliners

- (a) Licences shall be valid for a period of one year. They shall be renewable.
- (b) The fees shall be set at ECU 20 per tonne caught within Sierra Leone's fishing zone. Applications for licences shall be issued following advance payment to Sierra Leone of a lump sum of ECU 1 000 a year for each seiner, equivalent to the fees for 50 tonnes of tuna caught within Sierra Leone's fishing zone per year and a lump sum of ECU 200 a year for each pole and line, and surface longliner, equivalent to the fees for 10 tonnes of tuna and other migratory species caught within Sierra Leone's fishing zone per year.

The final statement of the fees due for the fishing year in respect of each vessel shall be drawn up by the Commission of the European Communities on the basis of the catch statements made by the shipowners, confirmed by the scientific institutes responsible for verification of the catch figures (Orstom and IEQY—Y Spanish Institute of Oceanography). The final statement will be communicated to the authorities of Sierra Leone and notified to the shipowners who shall have 30 days to meet their financial obligations.

If the amount of the sum due for actual fishing operations does not equal the advance payment, the corresponding outstanding sum shall not be recoverable by the shipowner.

3. Validity of licences and payment provisions for trawlers and demersal longliners

Licences shall be valid for six or 12-month periods. The fees shall be fixed in relation to the GRT as follows:

- (a) 12-month licences:
ECU 106 per GRT per year;
- (b) six-month licences:
ECU 60 per GRT per year.

4. Inspection and monitoring

- (a) Trawlers and demersal longliners shall, at the request of the authorities of Sierra Leone, take on board an observer designated by these authorities in order to check catches made in Sierra Leone's fishing zone.

They shall have all facilities necessary for the performance of these duties including access to places and documents. An observer must not be present for longer than the time required to fulfil his duties.

Observers shall be provided with suitable food and accommodation while on board. Should a vessel with an observer of Sierra Leone on board leave Sierra Leone's fishing zone, every step will be taken to ensure that the observer returns to Sierra Leone as soon as possible, at the shipowner's expense.

- (b) All vessels shall allow on board, and assist in the accomplishment of their duties, any other official of Sierra Leone responsible for inspection and monitoring.

5. Signing on of seamen

1. Trawler and demersal longliner owners who have been issued fishing licences under the Agreement shall contribute to the on-the-job vocational training of Sierra Leone nationals, subject to the conditions and limits set out below:

- two seamen/fishermen on vessels of up to 350 GRT;
- three seamen/fishermen on vessels of more than 350 GRT.

2. The wages of these fishermen, to be borne by the shipowners, shall be fixed by mutual agreement between shipowners and the Sierra Leone authorities. Should the fishermen not be signed on, the shipowners shall be obliged to pay a lump sum equivalent to 30 % of the seamen's wages. This sum will be used for the training of fishermen in Sierra Leone and is to be paid into an account specified by the Sierra Leone authorities.

6. Catch declarations

Community vessels authorized to fish in Sierra Leone's waters under the Agreement must provide a statement of their catch to the Ministry of Fisheries of Sierra Leone with a copy to the Commission Delegation in Sierra Leone in accordance with the procedures set out below:

- every vessel holding a Sierra Leone fishing licence shall maintain a daily fishing log book,
- trawlers and demersal longliners: a monthly statement shall be made out in accordance with Annex 2 and submitted on a quarterly base,
- tuna seiners, pole and line tuna vessels and surface longliners: a fishing logbook shall be kept, in accordance with Annex 3, for each fishing period spent in Sierra Leone's fishing zone. The form must be sent within 45 days of the end of the fishing voyage spent in Sierra Leone's fishing zone, to the Ministry of Fisheries of Sierra Leone,
- forms must be completed legibly and be signed by the master of the vessel.

7. Landing of catch

Trawlers authorized to fish in Sierra Leone's fishing zone shall, in order to make a contribution towards supplying the local population with fish caught in the Sierra Leone fishing zone, be obliged to land at market price 75 kilos per GRT per year of fish for local consumption.

In addition, a further 25 kilos per GRT per year of fish for local consumption will be landed free of charge to the Department of Fisheries to assist it in meeting its responsibilities under the Fisheries Management and Development Act.

These provisions do not exclude additional landings agreed on a private basis.

Landings may be made individually or collectively, mention being made of the vessels concerned.

8. Fishing zones

Trawlers and demersal longliners referred to in Article 1 of the Protocol shall be authorized to fish in waters beyond five nautical miles from the base lines.

9. Meshes authorized

The minimum mesh size authorized for the trawl body (mesh fully extended) shall be:

- 60 mm for fin fish,
- 40 mm for species other than fin fish.

Outrigger fishing with two nets only shall be authorized.

Tuna pole and line vessels are authorized to fish for live bait with a mesh size of 16 mm.

10. Entering and leaving the zone

All Community vessels fishing in the Sierra Leone zone under the Agreement shall communicate to the radio station indicated on the licence the date and time and their position when entering and leaving the Sierra Leone fishing zone.

Radio call sign, frequency and the working hours of the radio station shall be annexed to the licence.

In cases of inability to contact the radio station, vessels may use other means of communications (e.g. telex, telegram).

11. Procedure in case of arrest

The Delegation of the Commission of the European Communities in Sierra Leone shall be notified within 48 hours of any arrest within the Sierra Leone exclusive economic zone of a fishing vessel flying the flag of a Member State of the Community and holding a valid licence granted under the Agreement. The authorities shall at the same time receive a brief report of the circumstances and reasons leading to the arrest.

*Annex 1***APPLICATION FOR A FOREIGN FISHING VESSEL LICENCE**

Name of applicant:

Address of applicant:

.....

Name and address of charterer of vessel if different from above:

.....

.....

Name and address of legal representative in Sierra Leone (if any):

.....

.....

Name of vessel:

Type of vessel:

Country of registry:

Port and registration number:

Fishing vessel external identification:

Radio call sign and frequency:

Length of vessel:

Width of vessel:t.....

Engine type and power:

Gross registered tonnage of vessel:

Net registered tonnage of vessel:

Minimum crew complement:

Type of fishing practised:

Period of validity requested:

I certify that the above particulars are correct.

Date:

Signature:

ICCAT LOGBOOK for TUNA FISHERY

Annex 3

Vessel name		Gross tonne		Boat LEFT		Boat RETURNED		Number of days at sea		Number of fishing days or number of sets made		Trip number		Page of pages	
Flag country		Capacity (Gt, T.J.)		Captain		No. of crew		Reporting date		Reported by		Month		Day	
Registration No.		No. of crew		Reporting date		Reported by		Month		Day		Year		Port	
Company or Owner		No. of crew		Reporting date		Reported by		Month		Day		Year		Port	
Address		No. of crew		Reporting date		Reported by		Month		Day		Year		Port	

Date	Area		Effort (Number of Hooks used)	Surf. Water Temp. (°C)	E or W	Longitude	Latitude	Bluefin tuna Thunnus thynnus or maccoyii number fish	Yellowfin tuna Thunnus albacares	Bigeye tuna Thunnus obesus	Albacore Thunnus albacula	Swordfish Xiphias gladius	Striped marlin White marlin Tetrapturus albidus or albidus	Black marlin Makaira indica	Sailfin Isidophanes albicans or platypterus	Skipjack Katsuwonus pelamis	Miscellaneous fishes		Daily total (in weight Kg only)	Bait used
	No. S	Long															No.	Kg		
01																				
02																				
03																				
04																				
05																				
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30																				
31																				
Landing weight (in Kg)																				

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, General Mole 17, Madrid 1, Spain.

3. "Day" refers to the day you set the line.

4. Fishing area refers to the noon position of the boat. Round off minutes, and record degrees of latitude and longitude. Be sure to record N/S and E/W.

5. 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.

6. All information reported herein will be kept strictly confidential.

PROTOCOL

on the fishing rights and financial contribution provided for in the Agreement between the European Economic Community and the Republic of Sierra Leone on fishing off Sierra Leone

Article 1

Pursuant to Article 2 of the Agreement, and for a period of two years from the date of its entry into force, the following fishing possibilities shall be accorded:

- for ocean-going tuna seiners:
licences for 46 vessels;
- for pole and line and surface longliners fishing for tuna and other migratory species:
licences for 43 vessels;
- trawlers fishing for crustaceans, cephalopod and fin fish and demersal longliners fishing for fin fish:
10 300 GRT per month on an annual average.

Article 2

1. The financial compensation referred to in the Agreement for the abovementioned period is fixed at ECU 4 990 000, payable in two annual instalments.
2. The use to which this compensation is put shall be the sole competence of Sierra Leone.
3. The financial compensation shall be paid into an account opened at a financial institution or other body designated by Sierra Leone.

Article 3

At the request of the Community, the fishing rights referred to in Article 1 may be increased by successive instalments of 1 000 GRT per month on annual average. In this case, the financial compensation referred to in Article 2 shall be increased proportionately *pro rata temporis*.

Article 4

1. The Community shall also pay a contribution of ECU 360 000 towards the financing of scientific technical programmes (including equipment, infrastructure, etc.) in order to improve knowledge of fish stocks in Sierra Leone's fishing zone.
2. The competent authorities of Sierra Leone shall send to the Commission a brief report on the utilization of the funds.
3. The Community's contribution to the scientific and technical programmes shall be paid on each occasion into an account specified by the Ministry of Fisheries of Sierra Leone.

Article 5

The two Parties hereby agree that an essential condition for the success of their cooperation is that the skills and know-how of persons engaged in sea fishing be improved. To this end, the Community will facilitate nationals of Sierra Leone in finding places in establishments in its Member State or States with which it has concluded cooperation agreements and will make available an amount of ECU 300 000 for study or practical training awards in the various scientific, technical and economic subjects relating to fisheries.

A part of this amount may be used at the request of the authorities of Sierra Leone, to cover the cost of attending international meetings relating to fisheries.

Article 6

Should the Community fail to make the above payments, the application of the present protocol may be suspended.

II

(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DECISION

of 25 April 1990

on the conclusion of the Agreement in the form of an Exchange of Letters concerning the provisional application of the Protocol defining for the period 18 January 1990 to 17 January 1993 the fishing opportunities and the financial contribution provided for by the Agreement between the European Economic Community and the Republic of Seychelles on fishing off the coast of Seychelles

(90/226/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community,

Having regard to the Agreement between the European Economic Community and the Republic of Seychelles on fishing off Seychelles ⁽¹⁾, signed in Brussels on 28 October 1987,

Having regard to the proposal from the Commission,

Whereas the Community and the Republic of Seychelles have held negotiations with a view to determining amendments to be made to the abovementioned Agreement at the end of the period of application of the Protocol in force which is annexed to the said Agreement;

Whereas, as a result of these negotiations, a new Protocol was initialled on 17 January 1990, by virtue of which Community fishermen are to enjoy fishing opportunities in the waters falling within the sovereignty or jurisdiction of the Republic of Seychelles for the period 18 January 1990 to 17 January 1993;

Whereas, in order to avoid interruption of fishing activities by Community vessels, both parties have initialled an Agreement in the form of an Exchange of Letters providing for the provisional application of the said Protocol from the day following the date of expiry of the Protocol previously in force; whereas the Agreement in the form of an exchange of

letters should be approved subject to a definitive decision pursuant to Article 43 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 defining, for the period 18 January 1990 to 17 January 1993, the fishing opportunities and the financial contribution provided for by the Agreement between the European Economic Community and the Republic of Seychelles on fishing off Seychelles 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 President of the Council is hereby authorized 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, 25 April 1990.

For the Council
The President
M. O'KENNEDY

⁽¹⁾ OJ No L 119, 7. 5. 1987, p. 26.

AGREEMENT

in the form of an Exchange of Letters concerning the provisional application of the Protocol defining, for the period 18 January 1990 to 17 January 1993, the fishing opportunities and the financial contribution provided for by the Agreement between the European Economic Community and the Republic of Seychelles on fishing off Seychelles

A. *Letter from the Republic of Seychelles*

Sir,

With reference to the draft Protocol, initialled in Victoria on 17 January 1990, establishing the fishing opportunities and the financial contribution for the period 18 January 1990 to 17 January 1993, I have the honour to inform you that the Republic of Seychelles is ready to apply this Protocol on a provisional basis, with effect from 18 January 1990, pending its entry into force in accordance with Article 6 of the Protocol, provided that the European Economic Community is prepared to do the same.

This is on the understanding that a first instalment equal to one-third of the financial compensation specified in Article 2 of the Protocol is to be paid by 30 April 1990.

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

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

For the Republic of Seychelles

B. *Letter from the European Economic Community*

Sir,

I am in receipt of your letter of today's date, which reads as follows:

'With reference to the draft Protocol, initialled in Victoria on 17 January 1990, establishing the fishing opportunities and the financial contribution for the period 18 January 1990 to 17 January 1993, I have the honour to inform you that the Republic of Seychelles is ready to apply this Protocol on a provisional basis, with effect from 18 January 1990, pending its entry into force in accordance with Article 6 of the Protocol, provided that the European Economic Community is prepared to do the same.

This is on the understanding that a first instalment equal to one-third of the financial compensation specified in Article 2 of the Protocol is to be paid by 30 April 1990.

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

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

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

*For the European
Economic Community*

PROTOCOL

defining for the period 18 January 1990 to 17 January 1993 the fishing opportunities and the financial contribution provided for by the Agreement between the European Economic Community and the Republic of Seychelles on fishing off Seychelles

THE CONTRACTING PARTIES,

Having regard to the Agreement between the European Economic Community and the Republic of Seychelles on fishing off Seychelles, signed on 28 October 1987,

particularly in respect of highly migratory species, and the purchase or maintenance or both, as Seychelles may think fit, of equipment to improve the administrative structure relating to fisheries in Seychelles.

HAVE AGREED AS FOLLOWS:

Article 1

1. Pursuant to Article 2 of the Agreement, and notwithstanding Article 12 of the Agreement relating to further periods of the Agreement, licences to fish simultaneously in Seychelles waters shall be granted to 40 ocean-going tuna seiners for a period of three years beginning on 18 January 1990.

2. In addition, and at the request of the Community, authorizations may be granted for additional fishing vessels on terms to be established within the joint committee referred to in Article 7 of the Agreement.

Article 2

The amount of the contribution referred to in Article 6 of the Agreement shall be fixed at a flat-rate of ECU 6 900 000 for the duration of this Protocol, payable in three equal annual instalments.

Article 3

The Community shall also pay, during the period referred to in Article 1, a contribution of ECU 2 700 000 towards the financing of scientific programmes in the Seychelles to gain greater knowledge of fish stocks concerning the region of the Indian Ocean surrounding the Seychelles islands,

Article 4

The two Parties hereby agree that an essential condition for the success of their cooperation is that the skills and know-how of persons engaged in sea fishing be improved. To this end, the Community will assist Seychellois nationals in finding places in establishments in its Member States or States with which it has concluded cooperation agreements and will make available an amount of ECU 300 000 for study or practical training awards with a maximum duration of five years in the various scientific, technical and economic subjects relating to fisheries. Of this amount, up to ECU 100 000 may be used, at the request of the Seychelles' authorities, to cover the cost of attending international meetings relating to fisheries.

Article 5

The Protocol and Annex I to the Agreement between the European Economic Community and the Republic of Seychelles on fishing off Seychelles are hereby repealed and replaced by this Protocol and Annex I.

Article 6

This Protocol and Annex I shall enter into force on the date of their signature.

This Protocol and Annex I shall be applicable from 18 January 1990.

ANNEX I

CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN SEYCHELLES' WATERS

1. Licence application and issuing formalities

The procedure for applications for, and issue of, licences enabling Community vessels to fish in Seychelles' waters shall be as follows:

- (a) the Commission of the European Communities shall present to the Seychelles Fishing Authority, via the representative of the Commission of the European Communities in the Seychelles, an application, made by the shipowner, for each vessel that wishes to fish under this Agreement, at least 20 days before the date of commencement of the period of validity requested. The application shall be made on the form provided for that purpose by the Seychelles, a specimen of which is annexed hereto;
- (b) every licence shall be issued for one designated vessel. At the request of the Commission of the European Communities, the licence for a vessel may, and, in cases of *force majeure*, will, subject to the payment of the licence fee, be replaced by a licence for another Community vessel;
- (c) the licences shall be delivered by the authorities of the Seychelles to the shipowners, or their representatives or agents. The representative of the Commission of the European Communities shall be notified of the licences granted by the authorities of Seychelles;
- (d) the licence document must be held on board at all times;
- (e) the authorities of the Seychelles shall communicate before the date of entry into force of the Agreement the arrangements for payment of the licence fees, and in particular the details of the bank accounts and the currencies to be used.

2. Validity of licences and payment

- (a) Licences shall be valid for a period of one year. They are renewable.
- (b) As far as tuna vessels are concerned, the fees shall be set at ECU 20 per tonne caught within Seychelles' waters. Applications for licences for tuna vessels shall be issued following advance payment to Seychelles of a lump sum of ECU 10 000 per year for each tuna seiner, equivalent to the fees for 500 tonnes of tuna caught within the Seychelles' waters per year. A provisional statement of the fees due for the fishing year shall be drawn up by the Commission of the European Communities at the end of each calendar year on the basis of the catch statements made by the shipowners and forwarded simultaneously to the Seychelles' authorities and the Commission of the European Communities. The corresponding amount shall be paid by the shipowners to the Seychelles' treasury not later than 31 March of the following year. The final statement of the fees due in respect of a fishing year shall be drawn up by the Commission of the European Communities, taking into account available scientific opinion, particularly of FAO, Orstom and IEO — Spanish Institute of Oceanography experts established in the Seychelles, and any statistical data which can be gathered by an international fishing organization in the Indian Ocean. The shipowners shall be notified by the Commission of the European Communities of the statement and shall have 30 days in which to meet their financial obligations. If the amount of the sum due for actual fishing operations does not equal the advance payment, the corresponding outstanding sum shall not be recoverable by the shipowner.
- (c) As far as vessels other than tuna vessels are concerned, the fees shall be fixed in relation to the GRT of the vessel.

3. Observers

Tuna vessels shall, at the request of the Seychelles' authorities, take on board an observer designated by the said authorities in order to check catches made in Seychelles' waters. Observers shall have all facilities necessary for the performance of these duties, including access to places and documents. An observer must not be present for longer than the time required to fulfil his duties. Observers shall be provided with suitable food and accommodation while on board. Should a tuna boat with a Seychellois observer on board leave Seychelles' waters, every step will be taken to ensure that the observer returns to Seychelles as soon as possible, at the shipowner's expense.

4. Employment of fishermen

Each tuna vessel shall take on board at least two Seychellois fishermen designated by the Seychelles' authorities, in agreement with the shipowners, during its fishing campaign. The employment contracts of the fishermen shall be drawn up in Victoria between the shipowner's representatives and the fishermen in agreement with the Seychelles Fishing Authority. This contract shall cover the social security arrangements applicable to the fishermen including life, accident and sickness insurance.

5. Landing

Tuna vessels landing in the port of Victoria will endeavour to make their by-catches available to the Seychellois authorities at the local market prices. Moreover, Community tuna vessels shall participate in securing the need of the Seychellois tuna canning industry as provided under the agreement between Community shipowners and the Government of Seychelles.

The amount paid under any agreement between the Community shipowners and the Government of Seychelles must be paid in convertible currency. The programme of landings shall be determined in common agreement between the Community shipowners and the Seychelles Fishing Authority. In case of landings or transshipments, the shipowners will deliver to the Seychelles Fishing Authority fish they do not retain on board.

6. Radio communications

While they are engaged in fishing activities in the Seychelles' waters, vessels shall communicate their position and catches every three days to the Seychelles' authorities via Victoria radio station and, at the end of each trip, the result of their catches.

7. Fishing zone

To avoid any adverse effect on small-scale fisheries in Seychelles' waters, fishing by Community tuna vessels shall not be authorized in the zones defined in Annex III, nor within three miles around any fish-aggregating device placed by the Seychelles authorities, the geographical positions of which have been communicated to the shipowners' representative or agent.

8. Port equipment and use of supplies and services

Community vessels shall endeavour to procure in Seychelles all supplies and services required for their operations. The Seychelles' authorities will lay down, in agreement with the shipowners, the conditions for using port equipment and, if necessary, supplies and services.

9. Catch statements

Community vessels shall be required to complete a fishing log book for each fishing period in Seychelles' waters. Failure to complete this log book, duly proven falsification of the details required to be entered therein or failure to pay any fees due by any Community vessel under this Agreement may be penalized by suspension, revocation or non-renewal of the vessel's fishing licence. Suspension or revocation of a fishing licence shall be regarded as *force majeure* for the purposes of point 1 (b) of this Annex.

Before any licence is suspended or revoked, the Commission of the European Communities will be fully informed of all the relevant facts.

APPLICATION FOR A FOREIGN FISHING VESSEL LICENCE

Name of applicant:

Address of applicant:

Name and address of charterer of vessel if different from above:

Name and address of other legal representative in Seychelles:

Name and address of master of vessel:

Name of vessel:

Type of vessel:

Length and registered net tonnage of vessel:

Engine type, horse power and gross registered tonnage:

Port and country of registry:

Registration number:

Fishing vessel external identification:

Radio call sign/signal letters:

Frequency:

Particulars of equipment:

Number and nationality of crew:

Proposed fishing area and species of fish:

Description of fishing operations, joint ventures and other contractual arrangements:

I certify that the above particulars are correct.

Date:

Signature:

COUNCIL DECISION

of 7 May 1990

on the conclusion of the Agreement in the form of an Exchange of Letters concerning the provisional application of the Protocol establishing, for the period from 1 January 1990 to 31 December 1991, the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast

(90/227/EEC) =

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community,

Having regard to the Act of Accession of Spain and Portugal, and in particular Article 155 (2) (b) thereof,

Having regard to the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast ⁽¹⁾, signed in Conakry on 7 February 1983, as last amended by the Agreement signed in Brussels on 28 July 1987 ⁽²⁾ and extended until 31 December 1989 by an Agreement in the form of an Exchange of Letters,

Having regard to the proposal from the Commission,

Whereas, in accordance with the second subparagraph of Article 15 of the aforesaid Agreement, the Community and the Republic of Guinea 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 to the Agreement;

Whereas, as a result of these negotiations, a new Protocol was initialled on 14 December 1989;

Whereas, under that Protocol, Community fishermen have fishing rights in the waters under the sovereignty or jurisdiction of the Republic of Guinea for the period from 1 January 1990 to 31 December 1991;

Whereas, pursuant to Article 155 (2) (b) of the said Act of Accession, it is for the Council to determine the procedures appropriate to take into consideration all or part of the interests of the Canary Islands when it adopts decisions, case by case, particularly with a view to the conclusion of fisheries agreements with third countries; whereas the case in point calls for the said procedures to be determined;

Whereas, in order to avoid any interruption in the fishing activities of Community vessels, it is essential that the new

Protocol be applied as soon as possible; whereas, for this reason, 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 the date of expiry of the interim arrangements established by the Agreement in form of an Exchange of Letters approved by the Council Decision of 7 December 1989;

Whereas the Agreement in the form of an Exchange of Letters should be approved, pending a final decision taken on the basis of Article 43 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 from 1 January 1990 to 31 December 1991, the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast 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

With a view to taking into consideration the interests of the Canary Islands, the Agreement referred to in Article 1 and, in so far as is necessary for its application, the fisheries provisions relating to the conservation and management of fishery resources shall also apply to vessels flying the flag of Spain, which are recorded on a permanent basis in the registers of the relevant authorities at local level ('registros de base') in the Canary Islands, under the conditions specified in note 6 to Annex I to Council Regulation (EEC) No 1135/88 of 7 March 1988 concerning the definition of the concept of 'originating products' and methods of administrative

⁽¹⁾ OJ No L 111, 27. 4. 1983, p. 1.

⁽²⁾ OJ No L 29, 30. 1. 1987, p. 9.

cooperation in trade between the customs territory of the Community, Ceuta and Mellila and the Canary Islands ⁽¹⁾, as amended by Regulation (EEC) No 3902/89 ⁽²⁾.

the form of an Exchange of Letters in order to bind the Community.

Done at Brussels, 7 May 1990.

Article 3

The President of the Council is hereby authorized to designate the persons empowered to sign the Agreement in

For the Council

The President

G. COLLINS

⁽¹⁾ OJ No L 114, 2. 5. 1988, p. 1.

⁽²⁾ OJ No L 375, 23. 12. 1989, p. 5.

AGREEMENT

in the form of an Exchange of Letters concerning the provisional application of the Protocol establishing, for the period from 1 January 1990 to 31 December 1991, the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast

A. Letter from the Government of the Republic of Guinea

Sir,

With reference to the Protocol initialled on 14 December 1989 establishing fishing rights and financial compensation for the period from 1 January 1990 to 31 December 1991, I have the honour to inform you that the Government of the Republic of Guinea is ready to apply this Protocol on a provisional basis, with effect from 1 January 1990, pending its entry into force in accordance with Article 8 of the said Protocol, provided that the European Economic Community is disposed to do the same.

This is on the understanding that a first instalment equal to 50 % of the financial compensation specified in Article 2 of the Protocol is paid by 30 April 1990.

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

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

*For the
Government of the Republic of 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 14 December 1989 establishing fishing rights and financial compensation for the period from 1 January 1990 to 31 December 1991, I have the honour to inform you that the Government of the Republic of Guinea is ready to apply this Protocol on a provisional basis, with effect from 1 January 1990, pending its entry into force in accordance with Article 8 of the said Protocol, provided that the European Economic Community is disposed to do the same.

This is on the understanding that a first instalment equal to 50 % of the financial compensation specified in Article 2 of the Protocol is paid by 30 April 1990.

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

I have the honour to confirm the European Economic 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 Communities*

PROTOCOL

establishing, for the period from 1 January 1990 to 31 December 1991, the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast

THE PARTIES TO THIS PROTOCOL,

Having regard to the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast, signed in Conakry on 7 February 1983 and amended by the Agreement signed in Brussels on 28 July 1987,

HAVE AGREED AS FOLLOWS:

Article 1

For a period of two years from 1 January 1990, the fishing rights granted under Article 2 of the Agreement shall be as follows:

1. trawlers: 12 000 GRT a month, annual average;
2. freezer tuna seiners: 45 vessels;
3. pole-and-line tuna vessels and surface longliners: 35 vessels.

Article 2

1. The financial compensation referred to in Article 8 of the Agreement shall be, for the period referred to in Article 1, ECU 6 700 000, payable in two equal annual instalments.
2. The use to which this compensation is put shall be the sole responsibility of the Government of the Republic of Guinea.
3. The compensation shall be paid into an account opened with a financial institution or any other body designated by the Government of the Republic of Guinea.

Article 3

At the request of the Community, the fishing rights referred to in Article 1 (1) may be increased by successive instalments of 1 000 GRT a month, calculated on an annual average basis. In this case, the financial compensation referred to in Article 2 shall be increased proportionately.

Article 4

The Community shall also contribute during the period referred to in Article 1 the sum of ECU 400 000 towards the financing of a Guinean scientific or technical programme to

improve information on the fishery resources within the exclusive economic zone of the Republic of Guinea.

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

Article 5

The two Parties agree that improving the skills and knowledge 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 Guinea to find places in establishments in its Member States and shall provide for that purpose 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 country linked with the Community by a Cooperation Agreement. The total cost of the awards may not exceed ECU 400 000. At the request of the Guinean authorities, part of this sum may be used to cover the costs of participation in international meetings or training courses concerning fisheries or for the organization of seminars on fishing in Guinea, or to strengthen the administrative infrastructure of the fisheries department. 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 4, 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 Guinea on fishing off the Guinean coast 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 be applicable from 1 January 1990.

ANNEX

CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN GUINEA'S FISHING ZONE

A. Licence application and issuing formalities

The relevant Community authorities shall present to the Office of the Secretary of State for Fisheries of the Republic of Guinea, via the Commission Delegation in Guinea, an application for each vessel that is to be used for fishing under the Agreement, at least 30 days before the date of commencement of the period of validity requested.

The applications shall be made on the forms provided for that purpose by the Government of the Republic of Guinea, a specimen of which is attached hereto (Annex 1).

Each licence application shall be accompanied by proof of payment of the fee for the period of the licence's validity. Payment shall be made into the account opened with the Public Treasury of Guinea.

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

Licences for all vessels shall be issued by the Guinean authorities within 30 days following receipt of proof of payment as laid down above to the shipowners or their representatives via the Delegation of the Commission of the European Communities in Guinea.

Licences shall be issued for a specific vessel and shall not be transferable. However, where *force majeure* is proven and at the request of the European Economic Community, a vessel's licence shall be replaced by a new licence for another vessel whose features are similar to those of the first vessel. The owner of the first vessel shall return the cancelled licence to the Office of the Secretary of State for Fisheries of the Republic of Guinea via the authorities of the Commission of the European Communities.

The new licence shall indicate:

- the date of issue,
- the validity of the new licence, covering the period from the date of arrival of the replacement vessel to the date of expiry of the licence of the replaced vessel.

In this case, no fee as laid down in the second subparagraph of Article 5 of the Agreement shall be due for unexpired periods of validity.

The licence must be held on board at all times.

I. Provisions applicable to trawlers

1. Each vessel shall be obliged to report to the port of Conakry once a year, prior to the issue of the licence, to undergo the inspection laid down by the rules and regulations currently in force. If the licence is renewed during the same calendar year the vessel shall be exempt from further inspection.
2. Each vessel must be represented by an agent appearing on a list drawn up by the Office of the Secretary of State for Fisheries.
3. (a) For the duration of this Protocol the fees for annual licences shall be as follows:
 - ECU 126 per GRT per year for fin fish trawlers,
 - ECU 150 per GRT per year for cephalopod trawlers, ...
 - ECU 152 per GRT per year for shrimp trawlers.
- (b) For the duration of this Protocol the fees for half-yearly licences shall be as follows:
 - ECU 82 per GRT per half-year for fin fish trawlers,
 - ECU 97 per GRT per half-year for cephalopod trawlers,
 - ECU 99 per GRT per half-year for shrimp trawlers.

However, vessels failing to land 100 kg of fish per GRT per quarter in accordance with the provisions of part C shall be obliged to pay an additional fee of ECU 10 per GRT per year.

II. Provisions applicable to tuna vessels and surface longliners

- (a) The annual fees shall be ECU 20 per tonne caught within Guinea's fishing zone.
- (b) Licences shall be issued following payment to the Office of the Secretary of State for Fisheries of a lump sum of ECU 1 500 a year for each tuna seiner and ECU 300 a year for each pole-and-line tuna vessel and surface longliner, equivalent to the fees for:
 - 75 tonnes of tuna caught per year in the case of seiners,
 - 15 tonnes caught per year in the case of pole-and-line tuna vessels and surface longliners.

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 statements made for each vessel and confirmed by the scientific institutes responsible for verifying catch data (Orstom and IEO — Spanish Institute of Oceanography). The statement shall be forwarded simultaneously to the Office of the Secretary of State for Fisheries and to the shipowners. Any additional payment due shall be made by the shipowners to the Office of the Secretary of State for Fisheries of Guinea no later than 30 days after notification of the final statement, to be paid into the account opened with the Public Treasury of Guinea.

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

B. Statement of Catch

For all Community vessels authorized to fish in Guinea's waters under the Agreement a statement of their catch must be provided to the Office of the Secretary of State for Fisheries, with a copy to the Commission Delegation in Guinea, in accordance with the procedures set out below:

- for trawlers a statement shall be made out according to the specimen annexed hereto (Annex 2). The statements shall be drawn up each month and presented at least once each quarter,
- for tuna seiners, pole-and-line tuna vessels and surface longliners a fishing log shall be kept, in accordance with Annex 3, for each fishing period spent in Guinea's fishing zone. The form must be sent, within 45 days of the end of the fishing voyage spent in the Guinea fishing zone, to the Office of the Secretary of State for Fisheries via the Delegation of the Commission of the European Communities in Guinea,
- forms must be completed legibly and be signed by the master of the vessel.

Should this provision not be adhered to, the Government of Guinea reserves the right to suspend the licence of the offending vessel until the formality has been complied with.

In this case, the Delegation of the Commission of the European Communities in Guinea shall be informed.

C. Landing of catch

Trawlers authorized to fish in the Guinea fishing zone shall, in order to make a contribution towards supplying the local population with fish caught in the Guinea fishing zone, be obliged to land 100 kilograms of fish per GRT per year free of charge.

Landings may be made individually or collectively, mention being made of the vessels concerned.

D. By-catch

1. Fin fish trawlers may not hold on board species other than fish representing more than 15 % of their total catch in the Guinea fishing zone.

Cephalopod trawlers may not hold on board crustaceans representing more than 20 % or fish representing more than 30 % of their total catch in the Guinea fishing zone.

Shrimp trawlers may not hold on board cephalopods representing more than 25 % or fish representing more than 50 % of their total catch in the Guinea fishing zone.

A maximum tolerance of 5 % of these percentages shall be authorized.

These limits shall be indicated on the licence.

2. Pole-and-line tuna vessels shall, moreover, be authorized to fish for live bait in order to carry out their fishing activities in the Guinea fishing zone.

E. Signing-on of seamen

1. Owners who have been issued fishing licences under the Agreement shall contribute to the on-the-job vocational training of Guinea nationals, subject to the conditions and limits set out below:
 - (1) Each trawler owner shall undertake to employ:
 - three seamen/fishermen on vessels up to 350 GRT,
 - a number of seamen/fishermen equivalent to 25 % of the number of seamen/fishermen signed on for vessels with a tonnage greater than 350 GRT.
 - (2) For the fleet of tuna seiners, six Guinea seamen shall be signed on permanently.
 - (3) For the fleet of pole-and-line tuna vessels, eight Guinea seamen shall be signed on for the tuna fishing season in the Guinea fishing zone, all of them to be assigned to different vessels.
 - (4) For the fleet of surface longliners, shipowners shall undertake to sign on two seamen/fishermen per vessel.
 - (5) The wages of these seamen/fishermen shall be fixed, before licences are issued, by mutual agreement between the shipowners or their representatives and the Office of the Secretary of State for Fisheries; 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).

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

This sum will be used for the training of seamen/fishermen in Guinea and is to be paid into an account specified by the Guinean authorities.

F. Taking on board of observers

1. The observer's task shall be to check on fishing activities in the Guinean fishing zone and collect all statistical data on the fishing activities of the vessel concerned. He shall be offered every facility needed to carry out his duties, including access to premises and documents. He must not remain on board any longer than is necessary for the accomplishment of his duties.

The master of the vessel shall facilitate the work of the observer, who shall be accorded the conditions enjoyed by officers of the vessel.

The salary and the social contributions of the observer shall be borne by the Government of Guinea.

Should the observer be taken on board in a foreign port, his travelling costs shall be borne by the shipowner.

Should a vessel with an observer on board leave the Guinean fishing zone, all measures must be taken to ensure the observer's return to Conakry as soon as possible at the expense of the shipowner.

2. Each trawler shall take on board an observer designated by the Office of the Secretary of State for Fisheries.
3. Tuna vessels and surface longliners shall take an observer on board at the request of the Office of the Secretary of State for Fisheries.

In that case, the port of embarkation shall be determined by mutual agreement between the Office of the Secretary of State for Fisheries and the shipowners or their representatives.

G. Inspection and monitoring

Any Community vessel fishing in Guinea's fishing zone shall allow on board any official of 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.

H. Fishing zones

All the vessels referred to in Article 1 of the Protocol shall be authorized to fish in waters beyond 12 nautical miles.

I. Meshes authorized

The minimum mesh size authorized for the trawl body (mesh fully extended) shall be:

- (a) 40 mm for shrimps;
- (b) 40 mm for cephalopods;
- (c) 60 mm for fin fish.

These minimum sizes may be altered to conform to the standardization of the Member States of the Subregional Fisheries Commission. Any such alterations shall be examined in the Joint Committee.

Outrigger fishing shall be authorized during the first year of application of the Protocol. This type of fishing will be examined at the first meeting of the Joint Committee with a view to examining the level of fees applicable to it.

J. Entering and leaving the zone

All Community vessels fishing under the Agreement in the Guinean zone shall communicate to the radio station of the Office of the Secretary of State for Fisheries the date and time and their position when entering and leaving the Guinea fishing zone.

The call sign and operating frequencies and times of the station shall be communicated to the shipowners by the Office of the Secretary of State for Fisheries at the time the licence is issued.

In cases where this radio communication cannot be used, vessels may use alternative means, such as telex (No 22315) or telegram.

K. Procedure in case of boarding

1. The Delegation of the Commission of the European Communities in Guinea shall be notified within 48 hours of any boarding within the Guinea exclusive economic zone of a fishing vessel flying the flag of a Member State of the Community and operating under the Agreement concluded between the Community and the Republic of Guinea and 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 48 hours of receipt of the abovementioned information, between the Delegation of the Commission of the European Communities, the Office of the Secretary of State for Fisheries 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 therefore be brought before a competent judicial body, a bank security 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.
5. The vessel and its crew shall be released either:
 - 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 (judicial procedure).
6. Should one of the parties consider that there is a difficulty in the application of the abovementioned procedure, it may request urgent consultations under Article 10 of the Agreement.

Annex 1

APPLICATION FORM
FOR A
FISHING LICENCE

For official use only	Remarks
Nationality:	
Licence No:	
Date of signing:	
Date of issue:	

APPLICANT

Name of firm:

Trade register No:

First name and surname of applicant:

Date and place of birth:

Occupation:

Address:

No of employees:

Name and address of co-signatory:

VESSEL

Type of vessel: Registration No:

New name: Former name:

Date and place of construction:

Original nationality:

Length: Beam: Hold:

Gross tonnage: Net tonnage:

Type of building materials:

Make of main engine: Type: Rating:

Propeller: Fixed ☐ Variable ☐ Ducted ☐

Transit speed:

Call sign: Call frequency:

List of sounding, navigating and transmission instruments:

Radar ☐ Sonar ☐ Netsonde ☐VHF ☐ SSB ☐ Netsonde satellite navigation ☐ Other

No of seamen:

CONSERVATION

Packed in ice ☐ Ice + refrigeration ☐
 Freezing in brine ☐ Dry ☐ Refrigerated sea water ☐

Total refrigerating power:

Freezing capacity in tonnes/24 hours:

Hold capacity:

TYPE OF FISHING

A. Demersal

Inshore demersal ☐ Deep-sea demersal ☐

Type of trawl: ☐
 Cephalopods ☐ Shrimps ☐ Fish ☐

Length of trawl: Headline:

Mesh size in the body:

Mesh size in the wings:

Speed of trawling:

B. Deep-sea pelagic (tuna)

Pole and line ☐ No of poles and lines ☐

Seine ☐ Length of net: Depth of net:

No of tanks: Capacity in tonnes:

C. Longlines and pots

Surface ☐ Bottom ☐

Length of lines: No of hooks:

No of lines:

No of pots:

SHORE INSTALLATIONS

Address and permit No:

Name of firm:

Activities:

Domestic wholesale fish trade

☐

Export

☐

Type and No of wholesale trader's card:

Description of processing and conservation plant:

.....

.....

.....

.....

.....

No of employees:

NB: Indicate affirmative answers by a tick in the appropriate box.

Technical remarks

Authorization of the Office of the Secretary of State

Annex 2

OFFICE OF THE SECRETARY OF STATE FOR FISHERIES

Name of vessel:	
Nationality (flag):	

Engine rating:	
Gross registered tonnage:	

Month:	Year:
Fishing method:	
Port of landing:	

[illegible]

ICCAT LOGBOOK FOR TUNA FISHERY

Vessel name	Gross tons	Capacity (M.T.)
Flag country	Captain	
Registration No.	No. of crew	
Company or Owner	Reporting date	
Address	Reported by	

Boat LEFT	Boat RETURNED
month	day
year	port

Page	of	pages
19	-	

Address		Reported by		Number of days at sea		days		Number of fishing days or number of sets made		Trip number		19		-																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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