

Official Journal

of the European Communities

ISSN 0378 - 6978

L 379

Volume 33

31 December 1990

English edition

Legislation

Contents

I *Acts whose publication is obligatory*

- ★ Council Regulation (EEC) No 3939/90 of 19 December 1990 on the conclusion of the Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire 1
- Agreement between the European Economic Community and the Republic of Cote d'Ivoire on fishing off the coast of Cote d'Ivoire 3
- Protocol establishing the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire 14
- ★ Council Regulation (EEC) No 3940/90 of 19 December 1990 on the conclusion of the Protocol establishing for the period 1 July 1990 to 30 June 1993 the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Republic of the Gambia on fishing off The Gambia 15
- Protocol establishing for the period from 1 July 1990 to 30 June 1993 the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Republic of The Gambia on fishing off The Gambia 17
- ★ Council Regulation (EEC) No 3941/90 of 19 December 1990 concerning the conclusion of the Agreement between the European Economic Community and the United Republic of Tanzania on fishing off Tanzania 24
- Agreement between the European Economic Community and the United Republic of Tanzania on fishing off Tanzania 25
- Protocol setting out the fishing opportunities and financial payments provided for under the Agreement between the European Economic Community and the United Republic of Tanzania on fishing off Tanzania 32

Contents (continued)

★ Council Regulation (EEC) No 3942/90 of 19 December 1990 on the conclusion of the Protocol defining, for the period 3 May 1990 to 2 May 1992, the fishing opportunities and financial compensation provided for in the Agreement between the European Economic Community and the Government of the People’s Republic of Angola on fishing off Angola

33

Protocol defining, for the period 3 May 1990 to 2 May 1992, the fishing opportunities and financial compensation provided for in the Agreement between the European Economic Community and the Government of the People’s Republic of Angola on fishing off Angola

34

★ Council Regulation (EEC) No 3943/90 of 19 December 1990 on the application of the system of observation and inspection established under Article XXIV of the Convention on the Conservation of Antarctic Marine Living Resources

45

I

(Acts whose publications is obligatory)

COUNCIL REGULATION (EEC) No 3939/90

of 19 December 1990

on the conclusion of the Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire

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 Côte d'Ivoire have negotiated and initialled an Agreement on fishing which provides fishing opportunities for Community fishermen in waters over which Côte d'Ivoire 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 this Agreement,

HAS ADOPTED THIS REGULATION:

Article 1

The Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off

the coast of Côte d'Ivoire is hereby approved on behalf of the Community.

The 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, insofar 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⁾.

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 Economic Communities*.

⁽¹⁾ OJ No C 220, 4. 9. 1990, p. 2.

⁽²⁾ Opinion delivered on 14 December 1990 (not yet published in the Official Journal).

⁽³⁾ 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, 19 December 1990.

For the Council
The President
C. VIZZINI

AGREEMENT

between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire

THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter referred to as the 'Community', and

THE REPUBLIC OF CÔTE D'IVOIRE,

hereinafter referred to as 'Côte d'Ivoire',

CONSIDERING the spirit of cooperation for the development of fisheries resulting from the ACP-EEC Convention and the joint wish for closer relations between the Community and Côte d'Ivoire;

CONSIDERING Côte d'Ivoire's desire to promote the rational exploitation of its fishery resources by means of increased cooperation;

RECALLING that the Community and Côte d'Ivoire are signatories to the United Nations convention on the Law of the Sea and that, pursuant to this Convention, Côte d'Ivoire has established an exclusive economic zone extending up to 200 nautical miles from the base line from which its territorial waters are measured, in which it exercises its sovereign rights or jurisdiction for the purposes of exploitation, conservation and management of the resources of the above zone in accordance with international law;

DETERMINED to conduct their fisheries relations in a spirit of mutual respect for each other's interests in respect of sea-fishing in accordance with the ACP-EEC Convention;

DESIROUS of establishing the conditions and terms governing fishing activities of mutual interest to both Parties,

HAVE AGREED AS FOLLOWS:

Article 1

The purpose of this Agreement is to establish the principles, rules and means of cooperation between the Community and Côte d'Ivoire for the rational exploitation of fishery resources and define all the conditions governing the fishing activities of vessels flying the flags of Member States of the Community, hereinafter referred to as 'Community vessels', in the waters over which Côte d'Ivoire has sovereignty or jurisdiction for the purposes of fishing, hereinafter referred to as the 'Côte d'Ivoire fishing zone'.

Article 2

Côte d'Ivoire shall permit fishing activities by Community vessels in the Côte d'Ivoire fishing zone in accordance with this Agreement and the conditions laid down in the Annex and the Protocol which are appended to this Agreement and form an integral part of it.

Article 3

1. The Community undertakes to take all necessary steps to ensure that its vessels adhere to the provisions of this Agreement and the laws governing fishing activities in the Côte d'Ivoire fishing zone in accordance with the provisions

of the United Nations Convention on the Law of the Sea and other provisions of international law.

2. The Côte d'Ivoire authorities shall notify the Commission of the European Communities of any changes to the said laws prior to their application.

3. The steps taken by the Côte d'Ivoire authorities to regulate fishing in the interests of the rational exploitation of fishery resources shall be based on objective and scientific criteria and shall apply both to Community vessels and to other foreign vessels, without prejudice to agreements concluded between developing countries within a single geographical region, including reciprocal fisheries agreements.

Article 4

1. Fishing activities by Community vessels in the Côte d'Ivoire fishing zone shall be subject to possession of a licence issued by the relevant Côte d'Ivoire authorities at the Community's request.

2. The issue of a licence shall be subject to payment of a fee by the shipowner concerned.

3. The procedure for licence applications, the fees payable and arrangements for payment are set out in the Annex.

Article 5

The masters of the vessels authorized under the terms of this Agreement to fish in the Côte d'Ivoire fishing zone shall be obliged to send their statements of catch to the Côte d'Ivoire authorities, in accordance with the provisions set out in the Annex.

Article 6

1. The Contracting Parties shall encourage fishing cooperation, in particular scientific and technical cooperation. They shall collaborate with a view to coordinating and integrating on a permanent basis the various activities likely to be entered into under this Agreement to reinforce their effect.

2. In this connection, they shall endeavour in particular to encourage and facilitate the exchange of information on fishing techniques and gear and methods of preserving and processing fishery products.

3. In addition, they may also institute specific programmes and studies likely to strengthen the common interests of their respective operators, *inter alia* by:

- undertaking specific studies,
- specific programmes aimed at improving the means of evaluating stock levels and promoting the development of research into new fishing techniques for their rational exploitation,
- the introduction of training programmes in fisheries for nationals.

4. The programmes and studies provided for in this Article shall receive financing from the Community at the request of the Côte d'Ivoire authorities in accordance with the provisions of Article 8.

Article 7

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

Article 8

In return for the fishing rights granted under Article 2, the Community shall make a financial contribution to Côte d'Ivoire in accordance with the procedure stipulated in the Protocol attached to this Agreement, without prejudice to financing accorded to Côte d'Ivoire under the ACP-EEC Convention.

Article 9

If, on the basis of objective scientific criteria, as a result of the changing stocks situation, the Côte d'Ivoire authorities decide to apply conservation measures affecting the fishing

activities of Community vessels, the Parties shall consult each other with a view to adjusting the Annex and the Protocol to the new fishing conditions imposed on these vessels.

These consultations shall be based on the principle that any reduction of the fishing rights laid down in the said Protocol may entail either a reduction in the financial compensation payable by the Community or an improvement in certain fishing rights offered by Côte d'Ivoire.

Article 10

A joint committee shall be set up.

The committee shall meet, alternately in Côte d'Ivoire and the Community, at the request of either of the Contracting Parties.

The purpose of this committee is to ensure that this Agreement is properly applied, *inter alia*:

- to permit continuing concertation in matters of mutual interest in relation to this fishing Agreement,
- to examine, on the terms set out in this Agreement, any adjustments to fishing rights granted by Côte d'Ivoire and to determine the financial compensation granted by the Community,
- to seek an amicable solution to any disagreements between the Parties which could arise from this Agreement.

Article 11

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

Article 12

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, to the territory of Republic of Côte d'Ivoire.

Article 13

This Agreement shall be concluded for an initial period of three years from the date of its entry into force. Unless one of the Parties ends it by giving notice to that effect six months before the end of this three-year period, it shall be extended for further periods of three years, unless denounced by notice given at least three months before the end of any such three-year period.

The Parties shall enter into negotiations in the event of either of them denouncing the Agreement.

Article 14

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

ANNEX

CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN THE
CÔTE D'IVOIRE FISHING ZONE

A. Licence application and issuing formalities

1. The relevant Community authorities shall present to the Office of the Secretary of State for Fisheries of Côte d'Ivoire, via the Commission Delegation in Côte d'Ivoire, an application for each vessel wishing to fish under the Agreement, at least 45 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 Côte d'Ivoire, a specimen of which is attached hereto (Appendix 1).

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

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

The authorities of Côte d'Ivoire shall give notice, before the Agreement enters into force, of the arrangements for payment of the fee, including information on bank accounts.

2. Licences shall be issued for a specific vessel and shall not be transferable.

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

The new licence shall indicate:

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

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

3. Licences shall be transmitted by the Côte d'Ivoire authorities to the Delegation of the Commission of the European Communities in Côte d'Ivoire within 45 days of receipt of the application.
4. The original of the licence must be held on board at all times and be presented at any time on request of the competent Côte d'Ivoire authorities.
5. Trawlers authorized under Article 2 of the Agreement must notify the competent Côte d'Ivoire authorities of any changes to the characteristics of a vessel as entered on the licence when issued and as listed in Appendix 1.
6. Any increase in gross registered tonnage of a trawler shall require a new licence application.

B. Provisions applicable to licences for tuna vessels and surface longliners

1. Licences shall be valid for one year. They shall be renewable.
2. The fee shall be set at ECU 20 per tonne of tuna caught within the Côte d'Ivoire fishing zone.
3. Licences shall be issued following payment 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 payable for a catch of:
 - 50 tonnes of tuna per year in the case of seiners,
 - 10 tonnes per year of species caught by pole-and-line tuna vessels and surface longliners.
4. The final statement of the fees due for the fishing period shall be drawn up by the Commission of the European Communities at the end of each calendar year on the basis of the catch statements made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data such as the French

Office de la recherche scientifique et technique d'outre-mer (Orstom) and the Instituto Español de Oceanografía (IEO) on the one hand and the Centre de recherche océanographique de Côte d'Ivoire (Côte d'Ivoire oceanographic research centre) on the other. The statement shall be forwarded simultaneously to the sea-fishing services of Côte d'Ivoire and to the shipowners. Any additional payment due shall be made by the shipowners to the Côte d'Ivoire fishing services no later than 30 days after notification of the final statement.

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

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

C. Provisions applicable to licences for freezer trawlers

1. In the case of freezer trawlers, licences shall be valid for three, six or 12 months. They shall be renewable.
2. The annual fee shall be fixed at the rate of ECU 130 per GRT for the first two years of the application of the Protocol.

With a view to any allocation of fishing rights for freezer trawlers applicable from the third year of the Protocol's application, fees may be reviewed within the joint committee.

Fees for licences for periods of less than one year shall be paid on a *pro rata* basis according to the length of time.

D. Statements of catch

1. Vessels authorized to fish in the Côte d'Ivoire fishing zone under this Agreement shall send their statements of catch to the sea-fishing services with a copy to the Delegation of the Commission of the European Communities in Côte d'Ivoire, as follows:
 - (a) trawlers shall notify their catches using the form given in Appendix 2. These statements shall be monthly and must be communicated at least once every three months.
 - (b) for tuna seiners, pole-and-line tuna vessels and surface longliners a fishing log shall be kept, in accordance with the model in Appendix 3 in the case of surface longliners and Appendix 4 in the case of seiners and pole-and-line vessels for each fishing period spent in the Côte d'Ivoire fishing zone. The form shall either be collected in port by the relevant departments of the Centre de recherche océanographique de Côte d'Ivoire or sent to the same department within 45 days of the end of the fishing trip spent in the Côte d'Ivoire fishing zone.Forms must be completed legibly and be signed by the master of the vessel.
2. Should these provisions not be adhered to, the Côte d'Ivoire authorities reserve the right to suspend the licence of the offending vessel until the required formality has been complied with. In this case, the Delegation of the Commission of the European Communities in Côte d'Ivoire shall be informed without delay.

E. Landing of catches

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

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

F. Fishing zones

1. To protect nurseries and local small-scale fishing activities, Community vessels with licences may not carry out fishing activities as provided in Article 2 of the Agreement in the following zones:
 - up to six nautical miles from the coast in the case of surface longliners, pole-and-line tuna vessels and freezer trawlers,
 - up to the 200-metre isobath in the case of freezer tuna seiners.

2. With a view to any allocations of fishing rights for freezer trawlers applicable from the third year of the application of the Protocol, the fishing zones may be the subject of a re-examination by the joint committee.
3. However, pole-and-line tuna vessels fishing for live bait shall be authorized to do so in the prohibited zone defined above to obtain bait strictly within the limits of their own requirements.

G. Entering and leaving the zone

1. All Community vessels fishing under the Agreement in the Côte d'Ivoire zone shall communicate to the radio station indicated on the licence the date and time and their position when entering and leaving the Côte d'Ivoire fishing zone.
2. In cases where radio communication cannot be used, vessels may use alternative means, such as telex or telegram.
3. A vessel found to be fishing without having informed the Côte d'Ivoire authorities shall be regarded as a vessel without a licence.

H. Authorized mesh sizes

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

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

I. Signing-on of seamen

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

1. Each trawler owner shall undertake to employ:

- one seaman for vessels under 250 GRT,
- two seamen for vessels over 250 GRT.

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

- for the fleet of tuna seiners, 30 Côte d'Ivoire seamen shall be signed on,
- for the fleet of pole-and-line tuna vessels, eight Côte d'Ivoire seamen shall be signed on during the tunafishing period in the Côte d'Ivoire fishing zone, each being assigned to a different vessel;
- for the fleet of surface longliners, 15 Côte d'Ivoire seamen shall be signed on during the fishing period in the Côte d'Ivoire fishing zone, each being assigned to a different vessel.

2. The wages of these seamen shall be fixed, before licences are issued, by mutual agreement between the shipowners or their representatives and the relevant Côte d'Ivoire authorities; the wages shall be borne by the shipowners and must include the social contributions to which the seaman is subject (including life assurance and accident and sickness insurance).
3. Should the seamen not be signed on, owners of tuna seiners, pole-and-line tuna vessels and surface longliners shall be obliged to pay a lump sum equivalent to the wages of the seamen not signed on.

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

J. Taking on board of scientific observers

Any vessel may be requested to take on board a scientific observer appointed by the relevant Côte d'Ivoire authorities.

On board, the observer shall be accorded the same conditions enjoyed by officers of the vessel. This applies equally, as far as is possible, to the quarters assigned to the observer. Similarly, as far as possible, he shall be offered every facility needed to carry out his duties. The work of the observer and the conditions under which he is taken on board must not interrupt or hamper fishing activities.

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

K. Inspection and monitoring

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

L. Seizure and detention of vessels

The seizure or detention, under the terms of the applicable Côte d'Ivoire legislation, of a fishing vessel flying the flag of a Member State of the Community shall be notified to the Delegation of the Commission of the European Communities in Côte d'Ivoire within 72 hours and simultaneously to the consular agent of the Member State whose flag the vessel flies.

The circumstances and reasons which led to the seizure or detention shall be brought to the attention of the Delegation of the Commission of the European Communities in Côte d'Ivoire.

Appendix 1

MINISTRY FOR
ANIMAL PRODUCTION
BP V 84, Abidjan
(Republic of Côte d'Ivoire)

REPUBLIC OF CÔTE D'IVOIRE
UNION-DISCIPLINE-WORK

LICENCE APPLICATION FOR SEA-FISHING

SECTION A

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

SECTION B

(To be completed for each vessel)

- 1. Valid for (duration):
- 2. Name of vessel:
- 3. Year of construction:
- 4. Original flag:
- 5. Currently flying the flag of:
- 6. Date of acquiring current flag:
- 7. Year of acquisition:
- 8. Port of registration and registration No:
- 9. Operating in zones:
- 10. Type of fishing:
- 11. Gross tonnage (GRT):
- 12. Net tonnage (NRT):
- 13. Radio call sign:
- 14. Length overall (metres):
- 15. Stem (metres):
- 16. Depth (metres):
- 17. Hull material:
- 18. Engine rating:
- 19. Speed (knots):
- 20. Cabins:
- 21. Capacity of tanks (cubic metres):
- 22. Capacity of fish holds (cubic metres):
- 23. Chilling/freezing capacity (tonnes/hour) and system used:
- 24. Colour of hull:
- 25. Colour of superstructure:
- 26. Crew complement:

27. On-board communications equipment:

Type	Make	Model	Power (watts)	Year of manufacture	Frequencies	
					receive	transmit

28. Navigation and detection equipment:

Type	Make	Model

29. Additional boats used (for each vessel):
- 29.1. Gross tonnage:
- 29.2. Length overall (metres):
- 29.3. Stem (metres):
- 29.4. Depth (metres):
- 29.5. Hull material:
- 29.6. Engine rating:
- 29.7. Speed (knots):
30. Additional out-of-water equipment for detecting fish (even if not installed on board):
.....
31. Port of registration:
32. Name of master:
33. Address:
34. Nationality of master:

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

.....
(Date of application)

.....
(Signature of representative of shipowner)

Appendix 2

Name of vessel:	
Nationality (flag):	

ICCAT LOGBOOK for TUNA FISHERY

Vessel name

Flag country

Registration No.

Company or Owner

Address

Gross tonne

Capacity (M. T.)

Captain

No. of crew

Reporting date

Reported by

Boat LEFT

Boat RETURNED

month

day

year

19

port

Page

of

pages

19

/

Date

Day

Month

Area

Latitude

N or S

Longitude

E or W

Surf Water Temp.

Effort

(Number of Hooks used)

Bluefin tuna

Thunnus thynnus

or maccusyl

number

fish

weight

in Kg.

Yellowfin tuna

Thunnus albacares

No.

Kg.

Bigeye tuna

Thunnus obesus

No.

Kg.

Albacore

Thunnus alalunga

No.

Kg.

Swordfish

Xiphias gladius

No.

Kg.

Striped marlin

White marlin

Trochurus audax

or albidus

No.

Kg.

Black marlin

Makaira indica

No.

Kg.

Sailfin

Istiophorus

albicans

or

platypurus

No.

Kg.

Shipjack

Katsuwonus

palmis

No.

Kg.

Miscellaneous

fishes

Sp.

Kg.

Daily total

(in weight

Kg. only)

Bait

used

Sculp

Urebar

Others

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 Mols 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.

TUNA VESSELS — SEINERS — POLE-AND-LINE VESSELS

NAME OF VESSEL

SKIPPER

Sheet No

1

PORT OF ARRIVAL TIME
DATE
LOCH

PORT OF DEPARTURE	
DATE	TIME
LOCH	

[illegible]

PROTOCOL

establishing the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire

Article 1

From the entry into force of the Agreement and for a period of three years, fishing rights under Article 2 of the Agreement shall be as follows:

- (a) freezer trawlers designed to fish demersal species, taking deepwater crustaceans, cephalopods and demersal fish:
6 300 GRT per month, averaged over the year.
During the second year of this Protocol, any distribution between vessels fishing deepwater crustaceans, cephalopods and demersal fish shall be examined by the joint committee;
- (b) surface longliners and pole-and-line tuna vessels:
35 vessels;
- (c) tuna seiners:
54 vessels.

Article 2

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

In this case, the financial compensation referred to in Article 3 (1) shall be increased in proportion and on a *pro rata* basis according to the length of time.

Article 3

1. For the period referred to in Article 1 the financial compensation referred to in Article 1 shall be ECU 6 million, payable in the following way:

40 % to be paid at the latest within 120 days from the date of signature of the Agreement for the first year, the remainder to be paid in two equal annual instalments on the anniversaries of the first payment.

2. The compensation shall be paid into an account opened with a financial institution or any other body designated by the Côte d'Ivoire authorities.

3. The use to which this compensation is put shall be the sole responsibility of the Côte d'Ivoire Government.

Article 4

1. During the period referred to in Article 1, the Community shall contribute ECU 600 000 towards financing scientific and technical programmes designed in particular to improve knowledge about the marine and biological resources of the exclusive economic zone of Côte d'Ivoire.

The sums concerned shall be paid into a bank account designated by the competent Côte d'Ivoire authorities once they have transmitted the content of these programmes.

2. The competent Côte d'Ivoire authorities shall send the Commission reports on the implementation of these programmes.

3. Part of the sum referred to in paragraph 1, but not more than 20 %, may be used to cover contributions by the Côte d'Ivoire to international fisheries organizations.

Article 5

1. In connection with the training programmes provided for in Article 6 of the Agreement, 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 Côte d'Ivoire 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, economic and legal disciplines relating to fisheries.

These awards may also be used in the Côte d'Ivoire or any other country which has a cooperation agreement with the Community.

2. The total cost of the awards may not exceed ECU 500 000. At the request of the Côte d'Ivoire, 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 3 and 4 of this Protocol, the obligations of the Côte d'Ivoire resulting from the fisheries Agreement shall be suspended.

Article 7

This Protocol shall run for three years from the date of entry into effect of the Agreement.

Before this Protocol expires, the Parties shall enter into negotiations with a view to mutually agreeing the contents and duration of a Protocol for the next period.

COUNCIL REGULATION (EEC) No 3940/90

of 19 December 1990

on the conclusion of the Protocol establishing for the period 1 July 1990 to 30 June 1993 the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Republic of the Gambia on fishing off The Gambia

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 ⁽¹⁾,

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

Whereas, pursuant to the Agreement between the European Economic Community and the Government of the Republic of The Gambia on fishing off The Gambia ⁽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 annexed thereto;

Whereas, as a result of those negotiations, a new Protocol establishing the fishing rights and financial compensation provided for in the abovementioned Agreement for the period from 1 July 1990 to 30 June 1993 was initialled on 20 April 1990;

Whereas, under 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 conclude the Protocol,

Article 1

The Protocol establishing for the period from 1 July 1990 to 30 June 1993 the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Republic of The Gambia on fishing off The Gambia 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, insofar 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⁾ as amended by Regulation (EEC) No 3902/89 ⁽⁵⁾.

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 204, 15. 8. 1990, p. 5.

⁽²⁾ Opinion delivered on 14 December 1990 (not yet published in the Official Journal).

⁽³⁾ OJ No L 146, 6. 6. 1987, p. 3.

⁽⁴⁾ OJ No L 114, 2. 5. 1988, p. 1.

⁽⁵⁾ OJ No L 375, 23. 12. 1989, p. 5.

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

Done at Brussels, 19 December 1990.

For the Council
The President
C. VIZZINI

PROTOCOL

establishing for the period from 1 July 1990 to 30 June 1993 the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Republic of The Gambia on fishing off The Gambia

THE PARTIES TO THIS PROTOCOL,

HAVING REGARD to the Agreement between the European Economic Community and the Republic of The Gambia on fishing off The Gambia, which entered into force on 1 July 1987,

HAVE AGREED AS FOLLOWS:

Article 1

Pursuant to Article 4 of the Agreement and for the period from 1 July 1990 to 30 June 1993, annual fishing rights shall be as follows:

1. tuna vessels:
 - (a) freezer seiners: 40 vessels;
 - (b) pole-and-line: 17 vessels;
2. surface longliners: eight vessels;
3. trawlers and other vessels:
 - (a) fresh fish trawlers: 2 000 GRT;
 - (b) other fresh fish vessels: at the request of the Community fishing rights for vessels fishing for crustaceans shall be granted up to 570 GRT;
 - (c) freezer trawlers:
 - fishing for shrimps: 4 400 GRT,
 - fishing for other species: 10 300 GRT.

Article 2

The total number of fishing days by fresh fish vessels and freezer trawlers in The Gambia's fishing zone is limited to 1 000 fishing days and 4 000 fishing days, respectively, in each fishing year of application of the Protocol.

The authorities of The Gambia shall notify the Commission Delegation in The Gambia when 80 % of the fishing days authorized for each category of vessel have been utilized.

Article 3

1. For the period referred to in Article 1 the financial compensation referred to in Article 9 of the Agreement shall be ECU 3 870 000 payable in three equal annual instalments.
2. The use to which this compensation is put shall be the sole responsibility of the authorities of The Gambia.
3. The compensation shall be paid to the Accountant General's Department of The Gambia.

Article 4

1. The Community shall also contribute during the period referred to in Article 1 the sum of ECU 80 000

towards the financing of scientific programmes designed to improve knowledge on the fish resources within the waters of The Gambia.

2. Following communication by the relevant authorities of The Gambia of the content of the scientific programmes, the corresponding amounts shall be transmitted to the account specified by those authorities.

3. The relevant authorities of The Gambia shall submit to the relevant services of the Commission reports on the realization of these programmes.

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 The Gambia 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 165 000. At the request of the relevant authorities of The Gambia, 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 3 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 the Gambia on fishing off The Gambia 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 July 1990.

ANNEX

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

A. Licence application and issuing formalities

1. The relevant Community authorities shall present to the relevant authorities of The Gambia, via the Commission Delegation in The Gambia, an application for each vessel that is to be used for fishing under the Agreement, at least 15 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 relevant authorities of The Gambia, a specimen of which is attached hereto (Appendix 1).

2. 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 an account opened with a financial institution or any other body designated by The Gambia's authorities.

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

3. Licences for all vessels shall be issued by the relevant authorities of The Gambia, within 15 days following receipt of proof of payment as laid down at 2 above, to the shipowners or their representatives via the Commission Delegation in The Gambia.

4. Licences shall be issued for a specific vessel and shall not be transferable. However, at the request of the European Economic Community, a vessel's licence may and in the case of *force majeure* shall be replaced by a new licence for another vessel with features similar to those of the first vessel. The owner of the first vessel shall return the cancelled licence to the relevant authorities of The Gambia via the Commission Delegation in The Gambia.

The new licence shall indicate:

- The date of issue,
- the fact that it replaces the licence of the previous vessel for the remaining period of validity.

In this case, no fee shall be due for unexpired period of validity.

5. The licence must be held on board at all times.
6. The Accountant General's Department of The Gambia shall give notice, before the Agreement enters into force, of the arrangements for payment of the fee, including information on bank accounts and the currencies to be used.

B. Provisions applicable to licences for tuna vessels and surface longliners

1. Licences shall be valid for one year. They shall be renewable.
2. The fee shall be set at ECU 20 per tonne caught within The Gambia's fishing zone.
3. Licences shall be issued following payment to the Accountant General's Department of The Gambia 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 payable for a catch of:
 - 50 tonnes of tuna per year in the case of seiners,
 - 10 tonnes per year in the case of pole-and-line tuna vessels and surface longliners.
4. The final statement of the fees due for the fishing period shall be drawn up by the Commission of the European Communities at the end of each calendar year on the basis of the catch statements made for each vessel and confirmed by the relevant scientific institutes, including the French Office de la recherche scientifique et technique d'outre-mer (Orstom) and the Instituto Español de Oceanografía (IEO).

The statement shall be forwarded simultaneously to the relevant authorities of The Gambia and to the shipowners. Any additional payment due shall be made by the shipowners to the Accountant General's Department of The Gambia no later than 30 days after notification of the final statement, to be paid into the account opened with a financial institution or any other body designated by the relevant authorities of The Gambia.

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

C. Provisions applicable to licences for other vessels

1. Licences shall be valid for three, six or 12 months. The annual fee shall be fixed according to GRT, in proportion to the duration of the licence, at the rate of:

- (a) fresh fish vessels:

- ECU 96 per GRT for vessels fishing for crustaceans,
- ECU 60 per GRT for other vessels;

- (b) freezer vessels:

- ECU 96 per GRT for shrimp vessels,
- ECU 72 per GRT for other vessels.

These fees shall be paid to the Accountant General's Department of The Gambia in the currency indicated by the relevant authorities of The Gambia.

2. Trawlers fishing in The Gambia's fishing zone shall be limited at a maximum of 1 500 GRT.
3. Each vessel shall be represented by an agent selected by the shipowner and based in The Gambia. An agent may represent more than one vessel.

D. Statement of catch

1. For tuna seiners, pole-and-line tuna vessels and surface longliners a fishing log shall be kept, in accordance with the model in Appendix 2, for each fishing period spent in The Gambia's fishing zone. The form must be sent, within 45 days of the end of the fishing voyage spent in The Gambia's fishing zone, to the relevant authorities of The Gambia via the Commission Delegation in The Gambia.
2. Trawlers are obliged to notify the relevant authorities of The Gambia of their catches using the standard form given in Appendix 3 via the Commission Delegation in The Gambia. The statements shall be monthly and must be communicated at least once every three months.
3. Forms must be completed legibly and be signed by the master of the vessel.
4. Should these provisions not be adhered to, the relevant authorities of The Gambia reserve the right to suspend the licence of the offending vessel until the formality has been complied with.

In this case, the Commission Delegation in The Gambia shall be informed.

E. Landing of catch

Trawlers authorized to fish in The Gambia's fishing zone shall, in order to make a contribution towards supplying the local population with fish caught in The Gambia's fishing zone, be obliged to land free of charge, to the Ministry of Water Resources, Forestry and Fisheries of The Gambia, 30 kilos per GRT per year of fish for local consumption.

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

F. 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 The Gambia nationals, taking on board one seaman per trawler.
2. The wage of this fisherman, to be borne by the shipowners, shall be fixed by mutual agreement between shipowners and the relevant authorities of The Gambia. Should the fisherman not be signed on, the shipowners shall be obliged to pay a lump sum equivalent to 60 % of the seaman's wage. This sum will be used for the training of fishermen in The Gambia and is to be paid into an account specified by the relevant authorities of The Gambia.

G. Fishing zones

Community vessels may carry out fishing activities in the following zones:

- beyond seven miles from the coast for trawlers and surface longliners equal to or less than 250 GRT,

- beyond 12 miles from the coast for trawlers and surface longliners of more than 250 GRT,
- throughout the waters under sovereignty or jurisdiction of The Gambia for tuna vessels.

H. Meshes authorized

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

- live bait: 8 mm,
- cephalopods: 40 mm,
- fin fish: 60 mm,
- shrimp: 40 mm.

In the case of tuna, the international standards recommended by Iccat shall apply.

I. Entering and leaving the zone

1. All Community vessels fishing under the Agreement in The Gambia's fishing zone shall communicate to the Banjul radio station the date and time and their position when entering and leaving The Gambia's fishing zone.
2. While fishing in The Gambia's fishing zone, vessels shall notify their position and their catch to the relevant authorities of The Gambia every three days via the Banjul radio station, and give their total catch each time they leave the zone.
3. The call sign and operating frequencies and working hours of the station shall be communicated to the shipowners or their representatives by the relevant authorities of The Gambia at the time the licence is issued.
4. In cases where this radio communication cannot be used, vessels may use alternative means, such as telex or telegram.

J. Procedure in case of arrest and detention

The Commission delegation in The Gambia shall be notified within 48 hours of any arrest and detention within The Gambia's fishing zone of a fishing vessel flying the flag of a Member State of the Community and operating under this Agreement. A brief report of the circumstances and reasons leading to the arrest shall be provided within 72 hours.

Appendix 1

REPUBLIC OF THE GAMBIA

APPLICATION FORM FOR FISHING VESSEL TO FISH IN GAMBIAN WATERS

I. APPLICANT:

1. Name of applicant:
2. Name of company:
3. Address:

II. VESSEL:

1. Name:
2. Registration no:
3. Date and place of construction:
4. Radio call sign:
5. Country of registration:
6. Gross register tonnes:
7. Number of fish holds:
8. Capacity of holds:
9. Total number of crew:
10. Fishing method:
11. Is the vessel a freezer?
12. If yes:
 - Freezer capacity:
 - Storage capacity:
13. Name of master of vessel:

III. PERIOD OF APPLICATION:

From to

.....
(Date)

.....
(Signature)

ICCAT LOGBOOK for TUNA FISHERY

Vessel name

Flag country

Registration No.

Company or Owner

Address

Gross tons

Capacity (M. T.)

Captain

No. of crew

Reporting date

Reported by

Boat LEFT

Boat RETURNED

month

day

year

port

Page

of

pages

☐ Longline

☐ Balloast

☐ Purse seine

☐ Trolling

☐ Others

19

19

Address		Reported by		Number of days at sea		days		Number of fishing days or number of sets made		Trip number		19																	
Date		Area		Effort		Bluefin tuna Thunnus thynnus or maccoyii		Yellowfin tuna Thunnus albacares		Bigeye tuna Thunnus obesus		Albacore Thunnus alalunga		Swordfish Xiphias gladius		Striped marlin White marlin Tropisternus audax or albidus		Black marlin Makaira indica		Sailfish Istiophorus albicans or platypterus		Skipjack Katsuwonus pelamis		Miscellaneous fishes		Daily total (in weight Kg. only)		Bait used	
Month	Day	Latitude N or S	Longitude E or W	Surf. Water Temp. (in °C)	Number of Hooks used	number fish	weight in Kg.	No.	Kg.	No.	Kg.	No.	Kg.	No.	Kg.	No.	Kg.	No.	Kg.	No.	Kg.	No.	Kg.	No.	Kg.	Baury	Biquid	Other	
01																													
02																													
03																													
04																													
05																													
06																													
07																													
08																													
09																													
10																													
11																													
12																													
13																													
14																													
15																													
16																													
17																													
18																													
19																													
20																													
21																													
22																													
23																													
24																													
25																													
26																													
27																													
28																													
29																													
30																													
31																													
																												Landing weight (in Kg.)	

Remarks

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.

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.

Specimen of form provided for in Article 6 of the Agreement

Year:

Nationality:

Gross tonnages:

Licence No:

[illegible]

COUNCIL REGULATION (EEC) No 3941/90

of 19 December 1990

concerning the conclusion of the Agreement between the European Economic Community and the United Republic of Tanzania on fishing off Tanzania

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 proposal from the Commission,

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

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

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

Article 1

The Agreement between the European Economic Community and the United Republic of Tanzania on fishing off Tanzania is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Regulation.

Article 2

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

Article 3

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, 19 December 1990.

For the Council
The President
C. VIZZINI

⁽¹⁾ Opinion delivered on 14 December 1990 (not yet published in the Official Journal).

AGREEMENT

between the European Economic Community and the United Republic of Tanzania on fishing off Tanzania

THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter referred to as the 'Community', and

THE UNITED REPUBLIC OF TANZANIA,

hereinafter referred to as 'Tanzania',

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

CONSIDERING the wish of Tanzania to promote the rational exploitation of its fishery resources by means of intensified cooperation;

RECALLING that the Community and Tanzania are signatories to the United Nations Convention on the Law of the Sea and that, in accordance with that Convention, Tanzania has established an exclusive economic zone extending 200 nautical miles from its shores, within which it exercises its sovereign rights for the purpose of identifying, exploiting, conserving and managing the resources of the said zone, in accordance with the principles of international law;

DESIROUS to develop and intensify 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 flags of Member States of the Community, hereinafter referred to as 'Community vessels', in the waters over which Tanzania has sovereignty or jurisdiction in respect of fisheries, hereinafter referred to as 'Tanzania's fishing zone', in accordance with the provisions of the United Nations Convention on the Law of the Sea and other rules of international law.

this Agreement and the laws relating to fishing in Tanzania's fishing zone consistent with the provisions of the United Nations Convention on the Law of the Sea and other rules of international law.

2. The Tanzanian authorities shall notify the Commission of the European Community of any change to the said laws.

Article 2

1. Tanzania shall permit fishing by Community vessels in Tanzania's fishing zone in accordance with this Agreement.

2. These fishing activities shall be subject to the laws of Tanzania.

Article 4

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

2. Licences will be issued by the Tanzanian authorities within the limits laid down in the Protocol.

Article 3

1. The Community undertakes to take all necessary steps to ensure that Community vessels observe the provisions of

3. The issue of a licence by the Tanzanian authorities 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 zones shall all be as specified in the Annex.

5. A licence shall be issued for a given vessel and shall not be transferable.

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 Indian Ocean, particularly in respect of highly migratory species, and to facilitate the relevant scientific research.

Article 6

Vessels authorized to fish in Tanzania's fishing zone under this Agreement shall be obliged to communicate to the Tanzanian authorities statements of catch and other relevant information in accordance with the provisions of the Annex.

Article 7

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

Article 8

1. Without prejudice to the exercise by Tanzania of sovereignty or jurisdiction over Tanzania's fishing zone, the Parties agree to establish a joint committee to oversee the implementation, interpretation and proper functioning of this Agreement.

2. The joint committee shall meet at the request of either party. The parties shall consult at least 30 days in advance regarding the date and agenda for meetings of the joint committee.

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

Article 9

1. Should the Tanzanian authorities decide, as a result of developments in the state 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. Such consultations 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 Tanzanian authorities 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 the United Republic of Tanzania.

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. The Agreement shall be concluded for an initial period of three 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 three-year period, it shall remain in force for further periods of three years unless denounced by notice given at least three months before the date of expiry of each such three-year period.

2. In the event of a Contracting Party giving notice denouncing the Agreement, the Contracting Parties shall enter into negotiations. 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 additions to the Annex or Protocol are required. They may also enter into negotiations at any other time by common agreement.

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 Tanzania's fishing zone

1. Licence application and issuing formalities

- (a) The Commission of the European Communities shall present to the Tanzanian Ministry responsible for Fisheries via the Delegation of the Commission of the European Communities in Tanzania an application, made by the shipowner, for each vessel that wishes to fish under this Agreement, at least 30 days before the date of commencement of the period of validity requested. Each application shall be accompanied by documentary proof of payment of the appropriate licence fee. The application shall be made on the forms provided for that purpose by Tanzania, a specimen of which is at Appendix 1.
- (b) 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 *force majeure* will be replaced by a licence for another Community vessel having the same characteristics. In the latter case, no fee is due for the remaining period of validity.
- (c) The licences shall be collected from the Tanzanian authorities by the Delegation of the Commission of the European Communities in Tanzania 15 working days after submission of the applications.
- (d) The licence document must be held on board at all times.
- (e) The Tanzanian authorities 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.
- (f) The licence fee includes all national and local taxes with the exception of charges for services.

2. Validity of licences and payment provisions

- (a) Licences shall be valid for a period of one year. They are renewable.
- (b) The fees shall be set at ECU 20 per tonne caught within Tanzania's fishing zone. Licences shall be issued following advance payment to Tanzania of a lump sum of ECU 1 000 a year for each tuna seiner, equivalent to the fees for 50 tonnes of tuna caught within Tanzania's fishing zone per year and a lump sum of ECU 200 a year for each surface longliner equivalent to the fees for 10 tonnes of tuna and other migratory species caught within Tanzania'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 (a specimen of which is at Appendix 2), confirmed by the scientific institutes responsible for verification of the catch figures (Orstom and the Spanish Oceanographic Institute). Any additional payment due shall be paid by the shipowners within 30 days into an account specified by the Tanzanian authorities.

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. Observers

- (a) At the decision of the Tanzanian authorities, vessels shall take on board an observer designated by these authorities in order to check catches made in Tanzania's fishing zone. 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. They shall be provided with suitable food and accommodation while on board.

The salary and social contributions of the observer shall be borne by the Tanzanian authorities.

Should a vessel with a Tanzanian observer on board leave Tanzania's fishing zone every step will be taken to ensure that the observer returns to Tanzania as soon as possible, at the shipowner's expense.

- (b) Vessels may be requested by the Tanzanian authorities to take on board a biologist under the same conditions as those laid down above. Vessels shall not be required to take on board an observer and a biologist at the same time.

4. Radio communications

While they are engaged in fishing activities in Tanzania's fishing zone, vessels shall communicate their position and catches every three days. Vessels shall also communicate their position and the volume of the catches on board when entering and leaving Tanzania's fishing zone. The radio call sign, frequency and working hours of the radio station shall be annexed to the licence.

5. Fishing zones

Community vessels shall have access to all of Tanzania's fishing zone.

6. Prohibition of firearms

Firearms, including those for self defence purpose, shall be forbidden on all vessels authorized to fish in Tanzania's fishing zone.

7. Property of rare species

All marine species, whose preservation is justified due to their rarity or for biological research needs, and which are caught by a Community vessel fishing in Tanzania's fishing zone, shall be the property of the Tanzanian authorities and shall be delivered, as soon as possible and in the best possible condition, to a Tanzanian port free of charge.

8. Infringements

- (a) Infringements shall be penalized in accordance with Tanzanian law.
- (b) The Delegation of the Commission of the European Communities in Tanzania shall be notified within 48 hours of any alleged infringement by a vessel holding a valid licence granted under this Agreement together with a brief report of the circumstances.

9. Inspection

Vessel shall also allow on board, and assist in the accomplishment of their duties, any other Tanzanian official responsible for inspection and monitoring.

Appendix 1

APPLICATION FOR LICENCE TO FISH FOR TUNA IN THE WATERS OF TANZANIA

PART A

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

PART B

(To be completed for vessel)

1. Period of validity:
2. Name of vessel:
3. Year of construction:
4. Original flag country:
5. Currently flying the flag of:
6. Year of acquisition:
7. Port and Registration number:
8. Fishing method:
9. Gross registered tonnage (GRT):
10. Radio call signal:
11. Overall length (m):
12. Bow (m):
13. Depth (m):
14. Construction material of the hull:
15. Engine power (bhp):
16. Speed (knots):
17. Cabin capacity:
18. Fuel tanks capacity (m³):
19. Freezing capacity (tonnes/24 hours) and freezing system used:
20. Colour of the hull:
21. Colour of the superstructure:

22. Communication equipment on board:

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

23. Navigation and detection equipment installed:

Type	Brand	Model

Initial applications must be accompanied by two side-view colour photographs of the vessel.

I certify that the above particulars are correct.

.....
(Date:)

.....
(Signature:)

CATCH AND EFFORT RECORD

Fishstat	Nationality	Registration	Port of registry	Overall length	m
Vessel	Main engine HP	Licence No	Date of issue		
Gross tonnage					
					Seiner

Fishing gear					
Net (1)	Length of headline	m	Greatest depth	m	Bunt mesh size
Net (2)	Length of headline	m	Greatest depth	m	Bunt mesh size
					m (stretched mesh)
					m (stretched mesh)

[illegible]

PROTOCOL

setting out the fishing opportunities and financial payments provided for under the Agreement between the European Economic Community and the United Republic of Tanzania on fishing off Tanzania

Article 1

1. Pursuant to Article 2 of the Agreement, and for a period of three 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 surface longliners fishing for tuna and other migratory species: licences for eight vessels.

2. In addition, consideration will be given, at the first or at a subsequent meeting of the joint committee referred to in Article 8 of the Agreement, to granting authorization for fishing possibilities for demersal and crustacean species on terms to be established by that committee including the corresponding Community financial compensation.

Article 2

1. The financial compensation referred to in Article 7 of the Agreement should be set at ECU 1 050 000 for the duration of this Protocol, to be paid in three equal annual instalments.

2. This amount shall cover the fishing activities referred to in Article 1 of the Agreement up to a catch-weight in Tanzania's fishing zone of 7 000 tonnes of tuna and other migratory species fished per year. If the annual amount caught by Community vessels in Tanzania's fishing zone exceeds this quantity, the abovementioned compensations shall be increased by ECU 50 for each additional tonne caught.

3. The use to which this compensation is put shall be the sole competence of Tanzania.

4. The financial compensation shall be paid into an account opened at a financial institution or other body designated by Tanzania.

Article 3

1. The Community shall also pay, during the period referred to in Article 1, a contribution of ECU 430 000

towards the financing of scientific and technical programmes (including equipment, infrastructure, etc.) in order to improve knowledge of fish stocks in Tanzania's fishing zone and the purchase and/or maintenance of equipment to improve the administrative structure relating to fisheries in Tanzania. Of this amount, up to ECU 130 000 may be used, at the request of the Tanzanian authorities to cover Tanzania's contribution to international organizations responsible for fisheries management and/or research in the Indian Ocean.

2. The competent Tanzanian authorities 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 Tanzanian authorities.

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 fishing be improved. To this end, the Community will assist Tanzanian 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 200 000 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 50 000 may be used, at the request of the Tanzanian authorities, to cover the cost of attending international meetings to fisheries.

Article 5

Should the Community fail to make the payments referred to in Articles 2 and 3, the Agreement on fishing may be suspended.

COUNCIL REGULATION (EEC) No 3942/90

of 19 December 1990

on the conclusion of the Protocol defining, for the period 3 May 1990 to 2 May 1992, the fishing opportunities and financial compensation provided for in the Agreement between the European Economic Community and the Government of the People's Republic of Angola on fishing off Angola

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 proposal from the Commission ⁽¹⁾,

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

Whereas the two parties have held negotiations pursuant to the Agreement between the European Economic Community and the Government of the People's Republic of Angola on fishing off Angola ⁽³⁾, signed in Luanda on 1 February 1989, to determine the amendments or additions to be made to the Agreement on the expiry of the application period of the second Protocol annexed thereto;

Whereas, as a result of those negotiations, a new Protocol defining, for the period 3 May 1990 to 2 May 1992, the fishing opportunities and financial compensation provided for in the said Agreement was initialled on 4 April 1990;

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

Article 1

The Protocol defining, for the period 3 May 1990 to 2 May 1992, the fishing opportunities and financial compensation provided for in the Agreement between the European Economic Community and the Government of the People's Republic of Angola on fishing off Angola is hereby approved on behalf of the Community.

The text of the Protocol is attached to this Regulation.

Article 2

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

Article 3

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, 19 December 1990.

For the Council

The President

C. VIZZINI

⁽¹⁾ OJ No C 181, 21. 7. 1990, p. 3.

⁽²⁾ Opinion delivered on 14 December 1990 (not yet published in the *Official Journal*).

⁽³⁾ OJ No L 341, 3. 12. 1987, p. 2.

PROTOCOL

defining, for the period 3 May 1990 to 2 May 1992, the fishing opportunities and financial compensation provided for in the Agreement between the European Economic Community and the Government of the People's Republic of Angola on fishing off Angola

THE PARTIES TO THIS PROTOCOL,

Having regard to the Agreement between the European Economic Community and the Government of the People's Republic of Angola on fishing off Angola, signed on 1 February 1989,

HAVE AGREED AS FOLLOWS:

Article 1

From 3 May 1990, for a period of two years, the limits referred to in Article 2 of the Agreement shall be as follows:

1. shrimp vessels: 24 vessels (8 128 GRT);
however, the quantities to be fished by Community vessels may not exceed 5 500 tonnes of shrimps and prawns per year, of which 30 % shall be prawns and 70 % shrimps;
2. ocean-going tuna freezer boats: 28 vessels;
3. wet tuna boats: five vessels;
4. for exploratory fishing:
demersal trawlers: 600 GRT per month, not exceeding two vessels.

Article 2

1. The financial compensation provided for in Article 7 of the Agreement for the period referred to in Article 1 of this Protocol is hereby fixed at ECU 15 850 000 payable in two equal annual instalments.
2. The use to which this compensation is put shall be the sole responsibility of Angola.

Article 3

During the period referred to in Article 1, the Community shall also contribute ECU 800 000 towards the financing of Angolan scientific and technical programmes (equipment, infrastructure, seminars, studies, etc.). This amount shall be

made available in two equal annual instalments to the Research Centre of the Ministry of Fisheries. The first instalment shall be transferred not later than 30 September 1990.

Article 4

1. During the period referred to in Article 1, the Community shall contribute ECU 540 000 for staff training in Angola. This amount is intended to pay the salaries of foreign teachers working at the Helder Neto naval school in the province of Namibe.

2. A further ECU 780 000 shall be used by the Community to provide Angola with study or practical training awards in the various scientific, technical and economic subjects connected with fisheries in institutions of the Member States of the Community or of the ACP countries; at the request of the Angolan authorities, 15 % of this amount may be used to cover the fees for attending international meetings or training periods connected with fisheries. These funds shall be disbursed as and when they are used.

Article 5

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

Article 6

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

Article 7

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

It shall apply from 3 May 1990.

ANNEX

CONDITIONS GOVERNING FISHING ACTIVITIES IN ANGOLAN WATERS BY COMMUNITY VESSELS

A. Licence application and issuing formalities

- (a) The Commission of the European Communities shall present to Angola's fishing authority, via the representative of the Commission of the European Communities in Angola, an application made by the shipowner for each vessel that wishes to fish under this Agreement, at least 15 days before the date of commencement of the period of validity requested. Applications shall be made on forms provided for the purpose by Angola, specimens of which are contained in Appendix 1 and Appendix 2. Each licence application shall be accompanied by documentary proof of payment.
- (b) Each 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 shall, in cases of proven *force majeure*, be replaced by a licence for another Community vessel.
- (c) Licences shall be issued by the authorities of Angola to the skipper of the vessel in the port of Luanda after inspection of the vessel by the competent authority. However, in the case of tuna vessels, licences shall be issued to the shipowners or their representatives or agents.
- (d) The Delegation of the Commission of the European Communities in Angola shall be notified of the licences issued by Angola's fishing authority.
- (e) The licence document must be held on board at all times.
- (f) Licences shall be valid for periods of one year or, in the case of shrimp vessels, until the quota laid down in Article 1 of the Protocol is exhausted.
- (g) Each vessel shall be represented by an agent approved by the Ministry of Fisheries.
- (h) The Angolan authorities shall communicate, before the date of entry into force of the Agreement, the arrangements for payment of licence fees, including particulars of the bank accounts and currencies to be used.

B. Licence fees

I. Provisions applicable to shrimp vessels

- (a) The fees for monthly licences shall be ECU 52 per gross registered tonne during the first year of application of the Protocol and ECU 66 per gross registered tonne during the second year of application of the Protocol.

In addition, the owners of the shrimp vessels shall contribute up to ECU 100 000 towards improving the Angolan transport system during the period of validity of the Protocol.

- (b) — During the period covered by the Protocol, four scientific research sessions not exceeding 20 days (including embarkation and disembarkation of the scientists) shall be held in November 1990 and 1991 and March 1991 and 1992 to establish the state of crustacean stocks in Angolan waters.
 - This research shall be carried out in conditions ensuring the provisions of reliable information on the state of crustacean stocks in Angola's fishing zone.
 - In place of three Angolan seamen, the vessel shall take on board two Angolan scientists and one scientist from a Member State of the Community. During the research sessions the skipper of the vessel shall follow the instructions given by the research institute responsible.
 - In addition, another scientist from a Member State of the Community shall work with the Angolan Research Institute, for not more than one month, on the computer processing of the statistical data on crustacean fishing.
 - These research sessions shall be at the shrimp vessel owner's expense.

II. Provisions applicable to tuna vessels

The fees shall be ECU 20 per tonne caught within Angola's fishing zone.

Licences shall be issued following advance payment to Angola at a flat rate of ECU 4 000 a year for each ocean-going tuna freezer vessel, equivalent to the fees for 200 tonnes of tuna caught within Angolan

waters per year, and at a flat rate of ECU 2 000 a year for each wet tuna vessel, equivalent to the fees for 100 tonnes of tuna caught within Angolan waters per year.

The final statement of the fees due for the fishing year shall be drawn up by the Commission of the European Communities at the end of each calendar year on the basis of catch statements made for each vessel and verified by a specialized scientific body in the region.

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

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

III. *Provisions applicable to demersal trawlers*

The fees for annual licences shall be ECU 165 per gross registered tonne.

C. *By-catches*

The ownership of the by-catches of shrimp vessels has been transferred from the Angolan authorities to the shipowners in return for an increase in the financial compensation.

Shrimp vessels shall be authorized to catch up to 500 tonnes of crab annually.

D. *Landings*

Community wet tuna boats may contribute to supplying Angolan tuna-canning factories, in accordance with their fishing effort in the zone, at a price to be jointly agreed between the Community shipowners and the Angolan fishing authorities based on current international prices. Payment shall be in a convertible currency.

E. *Transshipments*

All transshipments shall be notified to the relevant Angolan fishing authorities eight days in advance in order to enable those authorities to monitor the operations.

Transshipments shall take place in one of the bays of Luanda or Lobito in the presence of the Angolan tax authorities.

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

F. *Statement of catches*

1. *Shrimp vessels and demersal trawlers*

- (a) At the end of each fishing year, these vessels must forward to the Fisheries Investigation Centre in Luanda, via the Delegation of the European Communities in Luanda, a daily catch report drawn up by the skipper in accordance with the specimen contained in Appendix 3.

Furthermore, each vessel shall present a monthly report to the Cabinet of the Minister for Planning listing the quantities on board on the last day of the month. This report shall be presented no later than the 45th day following the end of the month concerned. Should this provision not be adhered to, Angola reserves the right to apply the penalties provided for in Article 12 of Decree No 12-A/80 of 6 February 1980.

- (b) These vessels must also inform Luanda radio station on a daily basis of their geographical position and the previous day's catches.

Shipowners shall be notified of the call sign at the time of issue of the fishing licence.

If it is not possible to use the radio, vessels may use alternative means of communication such as telex or telegraph.

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

2. *Tuna vessels*

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

If it is not possible to use the radio, vessels may use alternative means of communication such as telex or telegraph.

In addition, the skipper shall complete a fishing log book, in accordance with Appendix 4, for each fishing period spent in Angola's fishing zone.

This form must be completed legibly and be signed by the skipper of the vessels and sent to the Department of Inspection and Monitoring of the Ministry of Fisheries via the Delegation of the European Communities in Luanda within 45 days of the end of the fishing period spent in Angola's fishing zone.

Should this provision not be adhered to, Angola reserves the right to apply the penalties provided for in Article 12 of Decree No 12-A/80 of 6 February 1980.

G. *Fishing zones*

- (a) The fishing zones accessible to shrimp vessels shall comprise all waters under the sovereignty or the jurisdiction of the People's Republic of Angola north of 12°20' and beyond the first 12 nautical miles measured from the base lines.
- (b) The fishing zones accessible to ocean-going tuna freezer vessels and demersal trawlers shall comprise all waters under the sovereignty or the jurisdiction of the People's Republic of Angola beyond the first 12 nautical miles measured from the base lines.
- (c) The fishing zones accessible to wet tuna vessels shall comprise all waters under the sovereignty or the jurisdiction of the People's Republic of Angola beyond the first six nautical miles measured from the base lines.

H. *Signing of crews*

Owners of all vessels, except ocean-going tuna freezer vessels and wet tuna vessels, to whom fishing licences have been issued under the Agreement shall contribute to the on-the-job vocational training of three Angolan seamen on board each vessel.

The seamen's wages, set in accordance with Angolan scales, and other forms of remuneration shall be borne by the shipowners and shall be paid into an account opened with a financial institution designated by the Ministry of Fisheries.

Should shipowners wish to take on further Angolan crew members, they can do so by applying to the Ministry of Fisheries.

I. *Scientific observers*

Any vessel may be asked to take on board a scientist designated and employed by the Ministry of Fisheries.

The scientific observer shall receive the same treatment as the ship's officers; this applies also, as far as possible, to his quarters. The observer shall be given all facilities necessary for him to carry out his duties. The observer's presence and work shall neither interrupt nor hinder the fishing activities.

An amount of ECU 4 per gross registered tonne a year is included in the fee paid by shipowners for each vessel fishing in Angolan waters to cover the cost to Angola of placing observers on vessels.

J. *Inspection and monitoring*

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

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

K. Fuel supplies, repairs and other services

All vessels, except tuna vessels, operating in Angola's fishing zone under the Agreement must obtain their fuel and water supplies and have shipyard repairs and maintenance carried out in Angola wherever possible, provided that Angola has the capacity to offer these services.

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

Fuel shall not be taken on board outside the roads of Luanda or Lobito without authorization from the Department of Inspection and Monitoring of the Ministry of Fisheries.

L. Mesh size

The minimum size of the mesh used shall be:

- (a) 40 mm for shrimp fishing, and
- (b) 60 mm for demersal fishing.

The introduction of new mesh sizes shall apply to Community vessels from the sixth month following notification of the Commission of the European Communities.

M. Boarding procedure

The Delegation of the Commission in Luanda shall be informed within 48 hours of the boarding of any fishing vessel flying the flag of a Member State of the Community within Angola's exclusive economic zone, and shall at the same time receive a concise report of the circumstances and reasons for the boarding of the vessel.

Appendix 1

APPLICATION FOR A LICENCE TO FISH FOR SHRIMP AND DEMERSAL SPECIES IN THE WATERS OF ANGOLA

PART A

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

PART B

To be completed for each vessel

- 1. Period of validity:
- 2. Name of vessel:
- 3. Year of construction:
- 4. Original flag country:
- 5. Currently flying the flag of:
- 6. Date of acquisition of current flag:
- 7. Year of acquisition:
- 8. Port and registration number:
- 9. Fishing method:
- 10. Gross registered tonnage:
- 11. Radio call sign:
- 12. Overall length (m):
- 13. Bow (m):
- 14. Depth (m):
- 15. Construction material of the hull:
- 16. Engine power (bhp):
- 17. Speed (knots):
- 18. Capacity of refrigeration chamber:
- 19. Capacity of fuel tanks (m³):
- 20. Capacity of fish holds (m³):
- 21. Colour of the hull:
- 22. Colour of the superstructure:

23. Communication equipment on board:

Type	Brand	Power (Watt)	Year of construction	Frequencies	
				Reception	Transmission

24. Navigation and detection equipment installed:

Type	Brand	Model	Range

25. Name of captain:

26. Nationality of captain:

To be annexed:

- three colour photographs of the vessel (side view),
- diagram and detailed description of fishing gear used,
- document giving proof of authority for the owner's representative to sign this application.

.....
(Date of application)

.....
(Signature of owner's representative)

Appendix 2

APPLICATION FOR A LICENCE TO FISH FOR TUNA IN THE WATERS OF ANGOLA

PART A

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

PART B

(To be completed for each vessel)

1. Period of validity:
2. Name of vessel:
3. Year of construction:
4. Original flag country:
5. Currently flying the flag of:
6. Date of acquisition of current flag:
7. Year of acquisition:
8. Port and registration number:
9. Fishing method:
10. Gross registered tonnage:
11. Radio call sign:
12. Overall length (m):
13. Bow (m):
14. Depth (m):
15. Construction material of the hull:
16. Engine power (bhp):
17. Speed (knots):
18. Cabin capacity:
19. Capacity of fuel tanks (m³):
20. Capacity of fish holds (m³):
21. Freezing capacity (tonnes/24 hours) and freezing system used:
.....
22. Colour of the hull:
23. Colour of the superstructure:

24. Communication equipment on board:

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

25. Navigation and detection equipment installed:

Type	Brand	Model

26. Auxiliary vessels used (for each vessel):

26.1. Gross registered tonnage:

26.2. Overall length (m):

26.3. Bow (m):

26.4. Depth (m):

26.5. Construction material of the hull:

26.6. Engine power (bhp):

26.7. Speed (knots):

27. Auxiliary aerial fish detection equipment (even if not based on board):

28. Home port:

29. Name of captain:

30. Nationality of captain:

To be annexed:

- three colour photographs of the vessel (side view) and of auxiliary fishing vessels and of auxiliary aerial equipment for fish detection,
- diagram and detailed description of fishing gear used,
- document giving proof of authority for the owner's representative to sign this application.

.....
(Date of application).....
(Signature of owner's representative)

MINISTRY FOR FISHERIES

STATISTICS ON CATCH AND ACTIVITY

Month: Year:

Name of vessel:	
Nationality (flag):	

Engine rating:	
Gross registered tonnage:	

Fishing method:	
Port of landing:	

Date	Fishing zone		Number of hauls	Number of fishing hours	Species (kg)				
	Longitude	Latitude			Shrimp and crab		Fish	Total	
					Shrimp	Crab			
1/									
2/									
3/									
4/									
5/									
6/									
7/									
8/									
9/									
10/									
11/									
12/									
13/									
14/									
15/									
16/									
17/									
18/									
19/									
20/									
21/									
22/									
23/									
24/									
25/									
26/									
27/									
28/									
29/									
30/									
31/									
TOTAL:									

**MODALIDADE DE PESCA
(FISHING METHOD)**[illegible]

(All information reported herein will be kept strictly confidential.)

(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.)

COUNCIL REGULATION (EEC) No 3943/90

of 19 December 1990

on the application of the system of observation and inspection established under Article XXIV
of the Convention on the Conservation of Antarctic Marine Living Resources

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community,

Having regard to Council Regulation (EEC) No 170/83 of 25 January 1983 establishing a Community system for the conservation and management of fishery resources ⁽¹⁾, as amended by the Act of Accession of Spain and Portugal, and in particular Article 11 thereof,

Having regard to the proposal from the Commission,

Whereas the Convention on the Conservation of Antarctic Marine Living Resources was approved by the Council in its Decision 81/691/EEC ⁽²⁾;

Whereas Article XXIV of the Convention provides for the establishment of a system of observation and inspection in order to promote the objective and ensure observance of the provisions of the Convention;

Whereas, in accordance with that Article, the system is to include *inter alia* procedures for boarding and inspection by observers and inspectors designated by Contracting Parties to the Convention; whereas it is also to include procedures for flag-State prosecution and sanctions on the basis of evidence resulting from such boarding and inspection;

Whereas the Commission for the Conservation of Antarctic Marine Living Resources (CCAMLR) has duly adopted a system of observation and inspection; whereas provision must be made for the system to apply in the Community;

Whereas it is appropriate to extend the inspection of Community vessels in the Convention area to cover their compliance with any other relevant Community measures for the control and conservation of fishery resources;

Whereas in the interest of monitoring the fishing activities in the Convention area it is necessary that the Member States cooperate with each other and with the Commission in the application of the system and other relevant Community measures;

Whereas the system of observation and inspection applies without prejudice to the obligation of the Member States under Article 1 of Council Regulation (EEC) No 2241/87 of 23 July 1987 establishing certain control measures for fishing

activities ⁽³⁾ as amended by Regulation (EEC) No 3483/88 ⁽⁴⁾ to inspect and control Community vessels which have been engaged in fishing and related activities in the Convention area;

Whereas the system is subject to revision and provision should therefore be made for adopting any amendments agreed upon at a multilateral level by CCAMLR thereto as well as detailed rules for implementing the system,

HAS ADOPTED THIS REGULATION:

Article 1

The system of observation and inspection established under the Convention on the Conservation of Antarctic Marine Living Resources, hereinafter referred to as 'the system', shall apply in the Community.

The provisions of the system are set out in the Annex.

Article 2

1. The Commission shall designate Community observers or inspectors to the system. The observers or inspectors may be appointed by the Commission or by a Member State and may be placed on board any Member State vessel or, by arrangement with another Contracting Party, on a vessel of the latter, engaged in or about to be engaged in observation or inspection duties or scientific research in the Convention area. Inspectors and observers may carry out observation and inspection activities on board vessels engaged in harvesting marine living resources or in scientific research related to fisheries resources in the Convention area.

2. In addition to their functions under the system, Community inspectors shall inspect in the Convention area Community vessels to which the system applies for compliance with any other Community conservation or control measures relating to fisheries resources applying to those vessels.

Article 3

Member States shall cooperate with each other and with the Commission in the application of the system.

⁽¹⁾ OJ No L 24, 27. 1. 1983, p. 1.

⁽²⁾ OJ No L 252, 5. 9. 1981, p. 26.

⁽³⁾ OJ No L 207, 29. 7. 1987, p. 1.

⁽⁴⁾ OJ No L 306, 11. 11. 1988, p. 2.

Article 4

Detailed rules for the implementation of this Regulation shall be adopted if necessary in accordance with the procedure laid down in Article 14 of Regulation (EEC) No 170/83.

Article 5

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, 19 December 1990.

For the Council
The President
C. VIZZINI

ANNEX

COMMISSION FOR THE CONSERVATION OF ANTARCTIC MARINE LIVING RESOURCES
OBSERVATION AND INSPECTION SYSTEM

Notes:

1. In the following text of the Observation and Inspection System, adopted by the Commission for the Conservation of Antarctic Marine Living Resources (CCAMLR), the term 'Commission' has been replaced, for the sake of clarity, by 'CCAMLR'.
2. Appended to the Observation and Inspection System are the pennant for Inspectors's vessels, the report of inspection form and the inspector identification card, as approved by the Commission for the Conservation of Antarctic Marine Living Resources.

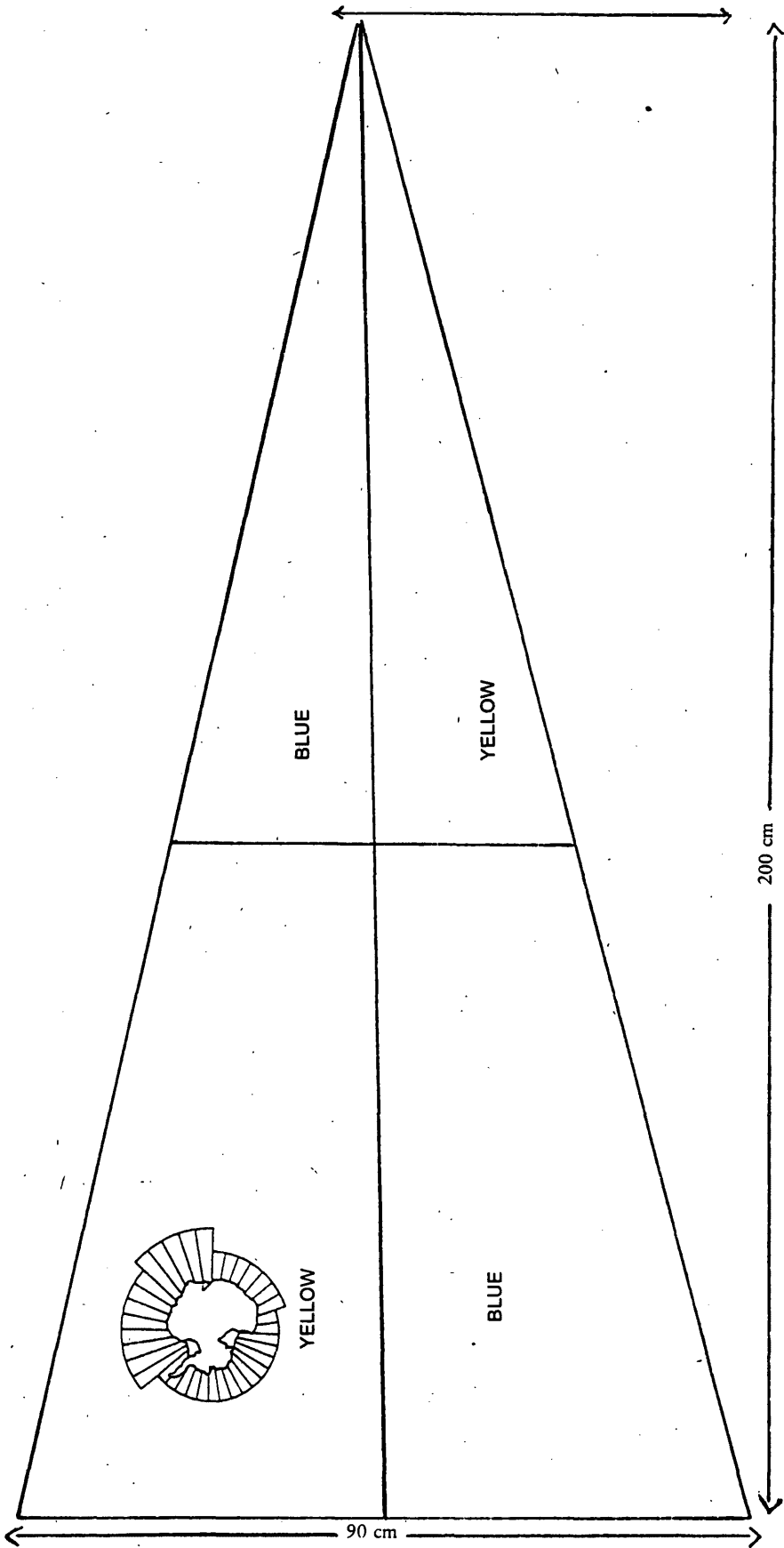
OBSERVATIONS AND INSPECTION SYSTEM

- I. Each Member of CCAMLR may designate observers and inspectors referred to in Article XXIV of the Convention.
 - (a) Designated observers and inspectors shall be familiar with the fishing and scientific research activities to be observed and inspected and the provisions of the Convention and measures adopted under it.
 - (b) Members shall certify the qualifications of each observer and inspector they designate.
 - (c) Observers and inspectors shall be nationals of the Contracting Party which designates them and, while carrying out observation and inspection activities, shall be subject solely to the jurisdiction of that Contracting Party.
 - (d) Observers and inspectors shall be able to communicate in the language of the flag State of the vessels on which they carry out their activities.
 - (e) Observers and inspectors shall be accorded the status of ship's officer while on board such vessels.
 - (f) Names of designated observers and inspectors shall be communicated to CCAMLR by 1 May each year. Designations shall remain valid until July 1 of the following year.
- II. CCAMLR shall maintain a register of certified observers and inspectors designated by Members.
 - (a) CCAMLR shall communicate the register of observers and inspectors to each Contracting Party by 31 May each year.
- III. In order to verify compliance with measures adopted under the Convention, observers and inspectors designated by Members shall be entitled to carry out observation and inspection activities on board vessels engaged in scientific research or harvesting of marine living resources in the area to which the Convention applies.
 - (a) Observation and inspection may be carried out by designated observers and inspectors from vessels of the designating States.
 - (b) Ships carrying observers or inspectors shall carry a special flag or pennant approved by CCAMLR to indicate that the observers or inspectors on board are carrying out observation and inspection duties in accordance with this system.
 - (c) Such observers and inspectors may also be placed on board vessels, with the schedule of embarkation and disembarkation of observers and inspectors subject to arrangements to be concluded between the designating State and the flag State.
- IV. Each Contracting Party shall provide to CCAMLR by 1 May each year a list of all of its flag vessels intending to harvest marine living resources in the Convention area during the year beginning 1 July. Such list shall include:
 - name of vessel,
 - call sign of the vessel registered by appropriate authorities of the flag State,
 - home port and nationality of vessel,
 - owner or charterer of vessel,
 - notification that the master of the vessel has been informed of the measures in force for the area or areas where the vessel will be harvesting marine living resources in the Convention area.
 - (a) CCAMLR shall communicate to all Parties by 31 May each year a consolidated list of all such vessels. The list shall also include the names of research vessels contained in the Register of Permanent Research Vessels compiled in accordance with paragraph 60 of the report of the fifth meeting of CCAMLR.

- (b) Each Contracting Party shall also notify CCAMLR as soon as possible of any of its flag vessels added to or deleted from the list during an ongoing fishing season. CCAMLR shall promptly communicate this information to the other Contracting Parties.
- V. (a) Any vessel present in the Convention area for the purpose of harvesting or conducting scientific research on marine living resources shall, when given the appropriate signal in the International Code of Signals by a ship carrying an observer or inspector (as signified by flying the flag or pennant referred to in paragraph III (b)), stop or take such other actions as necessary to facilitate the safe and prompt transfer of the observer or inspector to the vessel, unless the vessel is actively engaged in harvesting operations, in which case it shall do so as soon as practicable.
- (b) The master of the vessel shall permit the observer or inspector, who may be accompanied by appropriate assistants, to board the vessel.
- VI. Observers and inspectors shall have the authority to observe and inspect catch, nets and other fishing gear as well as harvesting and scientific research activities, and shall have access to records and reports of catch and location data insofar as necessary to carry out their functions.
- (a) Each observer and inspector shall carry an identity document issued by the designating State in a form approved or provided by CCAMLR stating that the observer or inspector has been designated to carry out observation and inspection in accordance with this system.
- (b) On boarding a vessel, an observer or inspector shall present the document described in subparagraph (d).
- (c) The observation and inspection shall be carried out so that the vessel is subject to the minimum interference and inconvenience. Inquiries shall be limited to the ascertainment of facts in relation to compliance with CCAMLR measures in effect for the flag State concerned.
- (d) Observers and inspectors may take photographs as necessary to document any alleged violation of CCAMLR measures in effect. Duplicate photographs shall be taken, one of which shall be attached to the notice of alleged violations provided to the vessel master in accordance with paragraph VIII.
- (e) Observers and inspectors shall affix an identification mark approved by CCAMLR to any net or other fishing gear which appears to have been used in contravention of conservation measures in effect and shall record this fact in the reports and notification referenced in paragraph VIII.
- (f) Observers and inspectors shall be provided with appropriate assistance by the master of the vessel in carrying out their duties, including access as necessary to communications equipment.
- VII. If a vessel refuses to stop or otherwise facilitate transfer of an observer or inspector, or if the master or crew of a vessel interferes with the authorized activities of an observer or inspector, the observer or inspector involved shall prepare a detailed report, including a full description of all the circumstances, and provide the report to the designating State to be transmitted in accordance with the relevant provisions of paragraphs VIII and IX.
- (a) Interference with an observer or inspector or failure to comply with reasonable requests made by an observer or inspector in the performance of his duties shall be treated by the flag State as if the observer or inspector were an observer or inspector of the State.
- (b) The flag State shall report on actions taken under this paragraph in accordance with paragraph X.
- VIII. Observers and inspectors shall prepare detailed reports on their observation and inspection activities. These reports shall be provided to the designating Member which shall in turn report to CCAMLR.
- (a) Before leaving vessels that have been observed and inspected, the observer or inspector shall give the master of the vessel a certification of inspection and a written notification of any alleged violations of CCAMLR measures in effect and shall afford the master opportunity to comment in writing on any such notification.
- (b) The ship's master shall sign the notification to acknowledge receipt and the opportunity to comment on it.
- IX. Reports referred to in paragraph VIII shall be provided to the flag State and the flag State shall be afforded the opportunity to comment on them prior to their consideration by CCAMLR.
- X. If, as a result of observation and inspection activities carried out in accordance with these provisions, there is evidence of violation of measures adopted under the Convention, the flag State shall take steps to prosecute and, if necessary, impose sanctions. The flag State shall report any such prosecutions and sanctions to CCAMLR.

Appendix 1

CCAMLR SYSTEM OF OBSERVATION AND INSPECTION
PENNANT



Appendix 2

COMMISSION FOR THE CONSERVATION OF ANTARCTIC MARINE LIVING RESOURCES

REPORT OF INSPECTION

(Inspector: Please use capital block letters)

Note to master of the vessel to be inspected

The CCAMLR inspector will produce his CCAMLR document of identity on boarding. He is then entitled to inspect and measure all fishing gear on or near the working deck and readily available for use and the catch on and/or below decks and any relevant documents. This inspection will be to check your compliance with CCAMLR's measures to which your country has not objected and, notwithstanding any such objection, to inspect the logbook entries and fishing records for the Convention area and the catches on board. The inspector is authorized to examine and photograph the vessel's gear, catch, log book or other relevant document. The inspector will not ask you to haul your nets. However, he may remain on board until the net is hauled in.

AUTHORIZED INSPECTOR(s)

1. Name(s):
Designating country:
.....
2. Name and identifying letters and/or number of vessel carrying the inspector:
.....

INFORMATION ON VESSEL INSPECTED

3. Country and port of register:
4. Vessel's name and registration number:
5. Type of vessel (fishing, research):
6. Master's name:
7. Owner's name and address:
.....
8. Position as determined by inspecting vessel's master at: GMT
Latitude: Longitude:
(a) Equipment used in determining position:
.....
.....
9. Position as determined by inspected vessel's master at: GMT
Latitude: Longitude:
(a) Equipment used in determining position:
.....
.....

DATE AND TIMES THE INSPECTION COMMENCED AND FINISHED

10. Date: Time arrived on board: GMT; Time of departure: GMT

GEAR ON OR NEAR THE WORKING DECK INSPECTED

11.

	1st net	2nd net	3rd net
Type of net (pelagic or bottom trawl)			
Net material			
Single or double twine			
Net (measured wet) on or near trawl deck			
Type of net attachments inspected			

Remarks

[illegible]

MESH MEASUREMENT — IN MILLIMETRES

12.

Net No Location of net to be measured (in water)
(on work deck)

Condition of net (rigging)
(wet — dry)

Initial measurement pursuant to Conservation Measure 4/V (Article 6)

[illegible]

Total mm for 20 mesh + 20 measurements = average mesh size

40 additional measurements in accordance with Conservation Measure 4/V (Article 6):

[illegible]

41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60

[illegible]

Total mm for 60 mesh + 60 measurements = average mesh size

If master disputes initial 60 mesh measurements, a further 20 meshes will be measured using a weight or dynamometer in accordance with Conservation Measure 4/V (Article 6(2)). This measurement will be considered final.

Final measurement in case of dispute, Conservation Measure 4/V (Article 6(2))

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

[illegible]

Total mm for 20 mesh + 20 measurements = average mesh size

RESULT OF INSPECTION OF FISH ON BOARD

13. Result of inspection of fish observed in last tow (if appropriate)

[illegible]

Record catch in round weight (i.e. not processed weight).

[illegible][illegible]

15. Has the following data been recorded in the log book or other ship's records on board the vessel?

Description of vessel

YES NO

☐	☐	name of ship
☐	☐	type of vessel
☐	☐	registration number and port of registration
☐	☐	ship nationality
☐	☐	gross registered tonnage
☐	☐	length overall (m)
☐	☐	maximum shaft power (kW at rev/min) or horsepower

Description of gear

YES NO

☐	☐	trawl type (according to FAO nomenclature)
☐	☐	code number for trawl type
☐	☐	mesh size at mouth (mm)
☐	☐	mesh size at codend (mm stretched)
☐	☐	liner mesh size (mm)
☐	☐	net plan (includes strip lengths, twine sizes, mesh sizes)
☐	☐	gear plan (otter boards, bridles, etc., as appropriate)
☐	☐	underwater acoustic equipment, echosounders (types and frequencies), sonar (types and frequencies), netsonde (yes/no)

Tow information

YES NO

☐	☐	date
☐	☐	position at start of fishing (in degrees and minutes)
☐	☐	time at start of fishing (in hour and minutes GMT; if local time, indicate the variation from GMT)
☐	☐	time at end of fishing (before hauling)
☐	☐	bottom depth (m)
☐	☐	fishing depth (only if midwater trawl)
☐	☐	direction of trawling (if the track changed during, give the direction of the longest part of the track)
☐	☐	towing speed

Environment

YES NO

☐	☐	presence or not of ice in water
☐	☐	cloud coverage or type of weather
☐	☐	speed of wind (knots) or wind force (Beaufort scale) and direction
☐	☐	sea surface temperature
☐	☐	air temperature

Catch records for each tow

YES NO

☐	☐	estimated total catch (kg)
☐	☐	approximate species composition (percent of total)
☐	☐	amount and composition of discards
☐	☐	number of boxes of each size of fish per species, if any
☐	☐	presence of fish larvae

Daily record of general information

YES NO

☐	☐	time at start of searching
☐	☐	time at end of searching and start of haul
☐	☐	time search is resumed after haul
☐	☐	time searching ends

16. Are copies of the CCAMLR placard on marine debris openly displayed on board the vessel?

YES NO

☐	☐
--------------------------	--------------------------

17. Is the international Radio Call Sign permanently displayed on a weather deck and both the port and starboard sides of the vessel?

YES NO

☐	☐
--------------------------	--------------------------

18. Has a record been kept of:

(a) the dates, places, types and quantities of any fishing gear lost in the area?

YES NO

☐	☐
--------------------------	--------------------------

- (b) lost or discarded nets, net fragments, strapping bands or other potentially hazardous marine debris, its condition and quantity, found incidentally during the operation of the vessel in the area?

YES NO

☐	☐
--------------------------	--------------------------

- (c) the number and condition of any fish, birds, marine mammals or other organisms entangled in the debris when found?

YES NO

☐	☐
--------------------------	--------------------------

- (d) what was done with the debris?

YES NO

☐	☐
--------------------------	--------------------------

- (e) an inventory of the types and quantities of netting on board?

YES NO

☐	☐
--------------------------	--------------------------

- (f) Is each net identified?

YES NO

☐	☐
--------------------------	--------------------------

- (g) the number, species, age, size, sex and reproductive status of any birds and marine mammals taken incidentally during fishing operations?

YES NO

☐	☐
--------------------------	--------------------------

19. Are there any birds or marine mammals, dead or alive, on board?

YES NO

☐	☐
--------------------------	--------------------------

Note to master of inspected vessel:

At this stage the inspection will finish unless an apparent infringement has been found. If no apparent infringement is found go to item 27. If an apparent infringement has been found the inspector will write the infringement here and sign at this point. You must countersign to show that you have been informed of the infringement. Your signature does not constitute acceptance of the apparent infringement.

20. Nature of apparent infringement:
-
-
-

Signature of inspector:

Signature of master:

If an apparent infringement has been found, the inspector is authorized to:

- 1. re-examine and photograph the inspected vessel's gear, catch, log books or other relevant documents;
- 2. ask you to cease fishing if the apparent infringement consists of:
 - (a) fishing in a closed area or with gear prohibited in a specific area;
 - (b) fishing for stocks or species after the date on which the Executive Secretary has notified Members that a directed fishery for those stocks or species is prohibited.

COMMENTS AND OBSERVATIONS

- 21. Document inspected following an apparent infringement:
.....
.....
- 22. Comments: (In the case of a difference between the inspector's estimates of the catches on board and the related summaries of catches from the log books, note this difference with the percentage)
.....
.....
.....
- 23. Subjects of photographs taken relating to an apparent infringement:
.....
.....
- 24. Other comments, statements and/or observations by inspector(s) (in case of apparent mesh size infringement include here the identification number of the net marker attached by the inspector):
.....
.....
.....
.....
- 25. Statements of second inspector or witness:
.....
.....
.....
- 26. Name and signature of second inspector or witness:
.....
- 27. Signature of inspector in charge:
- 28. Statement of master's witness:
.....
.....
.....
.....

Inspectors should use these pages to record their comments on any aspect of the inspection they feel should be reported.

Appendix 3

FRONT OF IDENTITY CARD

COMMISSION FOR THE CONSERVATION OF ANTARCTIC MARINE LIVING RESOURCES	
The Bearer of this Document	
(Name in Capitals)	
.....	
(Signature)	
is a CCAMLR inspector and has the authority to act under the arrangement approved by the Commission until 1 July 1990	
Issued by:	
Signature:	Date:
.....	
(Name of issuing country in capitals, and inspector's identity number)	
Photograph	Seal or Official Stamp

BACK OF IDENTITY CARD

The bearer of this card is an authorised inspector under the CCAMLR System of Observation & Inspection Le porteur de cette carte est un inspecteur autorisé à agir selon le Système d'observation et d'inspection de la CCAMLR Der Träger dieses Ausweises ist ein im Rahmen des CCAMLR Inspektions- und Beobachtungssystems autorisierter Inspektor Japanese translation to be inserted here Korean translation to be inserted here Okaziciel tego dokumentu jest upoważnionym inspektorem działającym w ramach Systemu Obserwacji i Kontroli Konwencji o Ochronie Żywych Zasobów Morskich Antarktyki (CCAMLR) Предъявитель настоящего документа является инспектором, уполномоченным согласно Системе АНТКОМа по наблюдению и инспекции El portador de esta tarjeta es un inspector autorizado según el Sistema de Observación e Inspección de la CCRVMA
--