



COMMISSION OF THE EUROPEAN COMMUNITIES

Brussels, 30.10.2007  
COM(2007) 652 final

Proposal for a

**COUNCIL DECISION**

**concerning the conclusion of the Agreement in the form of an Exchange of Letters on the provisional application of the Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Republic of Côte d'Ivoire on fishing in Côte d'Ivoire's fishing zones for the period from 1 July 2007 to 30 June 2013**

(presented by the Commission)

## EXPLANATORY MEMORANDUM

The European Community and Côte d'Ivoire negotiated and initialled, on 5 April 2007, a Fisheries Partnership Agreement which provides Community fishermen with fishing opportunities in Côte d'Ivoire's fishing zone. This Partnership Agreement, accompanied by a Protocol and the Annex thereto, was signed for a period of six years and is renewable. On the date of its entry into force, this Agreement repeals and replaces the Agreement between the European Economic Community and Côte d'Ivoire on fishing off the coast of Côte d'Ivoire which entered into force on 19 December 1990.

The Commission's negotiating position was based in part on the results of an *ex-post* and *ex-ante* evaluation carried out by independent experts.

The main objective of the new Partnership Agreement is to strengthen cooperation between the European Community and Côte d'Ivoire, thereby creating a partnership framework within which to develop a sustainable fisheries policy and sound exploitation of fisheries resources in Côte d'Ivoire's fishing zone, in the interests of both Parties. The two Parties are taking part in a political dialogue on topics of mutual interest in the fisheries sector. Within this new Fisheries Partnership Agreement, special attention will be given to supporting the fisheries policy of Côte d'Ivoire. In this context, the two Parties will agree on the priorities to be decided upon for such support and will identify the objectives, the annual and multiannual programming and the criteria to assess the results to be obtained, with a view to ensuring a sustainable and responsible management of the sector.

The financial contribution is fixed at EUR 595 000 per year. This financial contribution will be allocated in full to the support and implementation of initiatives taken in the context of the sectoral fisheries policy drawn up by the Government of Côte d'Ivoire.

In terms of fishing opportunities, 25 seiners and 15 surface longliners will be authorised to fish. However, at the request of the Community, exploratory fishing trips may be carried out under the Agreement. If they are conclusive, the Parties may decide to award new fishing opportunities to Community vessels. The Protocol also includes a review clause allowing the Protocol and the Annexes thereto to be amended following its third anniversary if the Joint Committee deems it necessary.

The Partnership Agreement also provides for encouraging economic, scientific and technical cooperation in the fisheries and related sectors.

The Commission proposes on this basis that the Council adopt by Decision the Agreement in the form of an Exchange of Letters on the provisional application of the Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Republic of Côte d'Ivoire on fishing in Côte d'Ivoire's fishing zones for the period from 1 July 2007 to 30 June 2013.

A proposal for a Council Regulation concerning the conclusion of this new Fisheries Partnership Agreement is the subject of a separate procedure.

Proposal for a

## COUNCIL DECISION

**concerning the conclusion of the Agreement in the form of an Exchange of Letters on the provisional application of the Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Republic of Côte d'Ivoire on fishing in Côte d'Ivoire's fishing zones for the period from 1 July 2007 to 30 June 2013**

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 300(2) in conjunction with Article 37 thereof,

Having regard to the proposal from the Commission<sup>1</sup>,

Whereas:

- (1) The Community has negotiated with Côte d'Ivoire a Fisheries Partnership Agreement providing Community vessels with fishing opportunities in the waters over which Côte d'Ivoire has sovereignty or jurisdiction in respect of fisheries.
- (2) As a result of those negotiations, a new Fisheries Partnership Agreement was initialled on 5 April 2007.
- (3) The Fisheries Agreement between the European Community and the Government of Côte d'Ivoire is repealed by the new Fisheries Partnership Agreement.
- (4) In order to guarantee the continuation of fishing activities by Community vessels, it is essential that the new Fisheries Partnership Agreement should be applied as quickly as possible. Both parties have therefore initialled an Agreement in the form of an Exchange of Letters providing for the provisional application of the initialled Protocol attached to the new Fisheries Partnership Agreement from 1 July 2007.
- (5) It is in the Community's interest to approve the Agreement in the form of an Exchange of Letters.
- (6) The method for allocating the fishing opportunities among the Member States should be defined,

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<sup>1</sup> OJ C [...], [...], p. [...].

HAS DECIDED AS FOLLOWS:

*Article 1*

The Agreement in the form of an Exchange of Letters on the provisional application of the Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Republic of Côte d'Ivoire on fishing in Côte d'Ivoire's fishing zones for the period from 1 July 2007 to 30 June 2013 is hereby approved on behalf of the Community.

The text of the Agreement in the form of an Exchange of Letters is attached to this Decision.

*Article 2*

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

-	25 purse seiners	France:	10 vessels
		Spain:	15 vessels
-	15 longliners	Spain:	10 vessels
		Portugal:	5 vessels.

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

*Article 3*

The Member States whose vessels fish under the Agreement referred to in Article 1 shall notify the Commission of the quantities of each stock caught within Côte d'Ivoire's fishing zone in accordance with Commission Regulation (EC) No 500/2001 of 14 March 2001 laying down detailed rules for the application of Council Regulation (EEC) No 2847/93 on the monitoring of catches taken by Community fishing vessels in third country waters and on the high seas<sup>2</sup>.

*Article 4*

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

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<sup>2</sup> OJ L 73, 15.3.2001, p. 8.

Done at Brussels, [...]

*For the Council  
The President*

## ANNEX

### **Agreement in the form of an Exchange of Letters on the provisional application of the Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Republic of Côte d'Ivoire on fishing in Côte d'Ivoire's fishing zones for the period from 1 July 2007 to 30 June 2013**

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

Sir,

I am delighted that the Republic of Côte d'Ivoire and European Community negotiators have been able to reach a consensus on a Fisheries Partnership Agreement between the Republic of Côte d'Ivoire and the European Community, and on a Protocol setting out the fishing opportunities and financial contribution and the Annexes thereto.

The result of these negotiations improves on the earlier Agreement and will strengthen our fisheries relations and establish a true framework of partnership in which to develop a sustainable fisheries policy and responsible exploitation of fisheries resources in Côte d'Ivoire waters. To this end, I would propose launching in parallel the procedures for approval and ratification of the texts of the Agreement, the Protocol and its Annex and Appendices in accordance with the procedures in force in the Republic of Côte d'Ivoire and the European Community and necessary to their entry into force.

In order to avoid interrupting fishing activities by Community vessels in Côte d'Ivoire waters, and referring to the Agreement and the Protocol initialled on 5 April 2007 and setting out the fishing opportunities and financial contribution from 1 July 2007 to 30 June 2013, I have the honour to inform you that the Government of the Republic of Côte d'Ivoire is willing to apply this Agreement and this Protocol provisionally from 1 July 2007 pending its entry into force in accordance with Article 17 of the Agreement, provided that the European Community is prepared to do likewise.

This is on the understanding that the first instalment of the financial contribution, laid down by Article 2 of the Protocol, must be paid before 30 March 2008.

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

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

For the Government of the Republic of Côte d'Ivoire

## B. Letter from the European Community

Sir,

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

“Sir,

I am delighted that the Republic of Côte d'Ivoire and European Community negotiators have been able to reach a consensus on a Fisheries Partnership Agreement between the Republic of Côte d'Ivoire and the European Community, and on a Protocol setting out the fishing opportunities and financial contribution and the Annexes thereto.

The result of these negotiations improves on the earlier Agreement and will strengthen our fisheries relations and establish a true framework of partnership in which to develop a sustainable fisheries policy and responsible exploitation of fisheries resources in Côte d'Ivoire waters. To this end, I would propose launching in parallel the procedures for approval and ratification of the texts of the Agreement, the Protocol and its Annex and Appendices in accordance with the procedures in force in the Republic of Côte d'Ivoire and the European Community and necessary to their entry into force.

In order to avoid interrupting fishing activities by Community vessels in Côte d'Ivoire waters, and referring to the Agreement and the Protocol initialled on 5 April 2007 and setting out the fishing opportunities and financial contribution from 1 July 2007 to 30 June 2013, I have the honour to inform you that the Government of the Republic of Côte d'Ivoire is willing to apply this Agreement and this Protocol provisionally from 1 July 2007 pending its entry into force in accordance with Article 17 of the Agreement, provided that the European Community is prepared to do likewise.

This is on the understanding that the first instalment of the financial contribution, laid down by Article 2 of the Protocol, must be paid before 30 March 2008.

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

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

For the Government of the Republic of Côte d'Ivoire”.

I am pleased to confirm the agreement of the European Community to a provisional application.

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

For the Council of the European Union

# **FISHERIES PARTNERSHIP AGREEMENT**

## **between the Republic of Côte d'Ivoire and the European Community**

THE REPUBLIC of Côte d'Ivoire, hereinafter referred to as "Côte d'Ivoire",

and

THE EUROPEAN COMMUNITY, hereinafter referred to as "the Community",

hereinafter referred to as "the Parties",

CONSIDERING the close working relationship between the Community and Côte d'Ivoire, particularly in the context of the Cotonou Agreement, and their mutual desire to intensify that relationship,

CONSIDERING the desire of the two Parties to promote the sustainable exploitation of fisheries resources by means of cooperation,

HAVING REGARD TO the United Nations Convention on the Law of the Sea,

DETERMINED to apply the decisions and recommendations of the International Commission for the Conservation of Atlantic Tunas, hereinafter referred to as "ICCAT",

AWARE of the importance of the principles established by the Code of Conduct for Responsible Fisheries adopted at the FAO Conference in 1995,

DETERMINED to cooperate, in their mutual interest, in promoting the introduction of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources,

CONVINCED that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary and ensure consistent policies and synergy of effort,

INTENDING, to these ends, to commence a dialogue on the sectoral fisheries policy adopted by the Government of Côte d'Ivoire and to identify the appropriate means of ensuring that this policy is effectively implemented and that economic operators and civil society are involved in the process,

DESIROUS of establishing terms and conditions governing the fishing activities of Community vessels in Côte d'Ivoire waters and Community support for the introduction of responsible fishing in those waters,

RESOLVED to pursue closer economic cooperation in the fishing industry and related activities through the setting up and development of joint enterprises involving companies from both Parties,

HEREBY AGREE AS FOLLOWS:



## *Article 1 – Scope*

This Agreement establishes the principles, rules and procedures governing:

- economic, financial, technical and scientific cooperation in the fisheries sector with a view to promoting responsible fishing in Côte d’Ivoire’s fishing zones to guarantee the conservation and sustainable exploitation of fisheries resources and develop Côte d’Ivoire’s fisheries sector;
- the conditions governing access by Community fishing vessels to Côte d’Ivoire’s fishing zones;
- cooperation on the arrangements for policing fisheries in Côte d’Ivoire’s fishing zones with a view to ensuring that the above rules and conditions are complied with, that the measures for the conservation and management of fish stocks are effective and that illegal, undeclared and unregulated fishing is prevented;
- partnerships between companies aimed at developing economic activities in the fisheries sector and related activities, in the common interest.

## *Article 2 – Definitions*

For the purposes of this Agreement:

- (a) “Côte d’Ivoire authorities” means the Ministry responsible for fisheries resources;
- (b) “Community authorities” means the European Commission;
- (c) “Côte d’Ivoire’s fishing zone” means the waters over which, as regards fisheries, Côte d’Ivoire has sovereignty or jurisdiction;
- (d) “fishing vessel” means any vessel equipped for commercial exploitation of living aquatic resources;
- (e) “Community vessel” means a fishing vessel flying the flag of a Member State of the Community and registered in the Community;
- (f) “Joint Committee” means a committee made up of representatives of the Community and Côte d’Ivoire, as specified in Article 9 of this Agreement;
- (g) “transhipment” means the transfer in or off the port of some or all of the catch from one fishing vessel to another vessel;
- (h) “unusual circumstances” means circumstances, other than natural phenomena, which are beyond the reasonable control of one of the Parties and are such as to prevent fishing activities in Côte d’Ivoire waters;
- (i) “ACP seamen” means any seamen who are nationals of a non-European signatory to the Cotonou Agreement. To this end, an Ivorian seaman is an ACP seaman.

*Article 3 – Principles and objectives underlying  
the implementation of this Agreement*

1. The Parties hereby undertake to promote responsible fishing in Côte d'Ivoire's fishing zones on the basis of the principles of non-discrimination between the different fleets fishing in those waters, without prejudice to the agreements concluded between developing countries within a geographical region, including reciprocal fisheries agreements.
2. The Parties shall cooperate with a view to implementing a sectoral fisheries policy adopted by the Government of Côte d'Ivoire and to that end shall initiate a policy dialogue on the necessary reforms. They shall consult with a view to adopting potential measures in this area.
3. The Parties shall also cooperate in carrying out *ex-ante*, ongoing and *ex-post* evaluations, both jointly and unilaterally, of measures, programmes and actions implemented on the basis of this Agreement.
4. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of good economic and social governance, respecting the state of fish stocks.
5. In particular, the employment of ACP seamen on board Community vessels shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply as of right to the corresponding contracts and general terms of employment. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.

*Article 4 – Scientific cooperation*

1. During the period covered by this Agreement, the Community and Côte d'Ivoire shall endeavour to monitor the evolution of resources in Côte d'Ivoire's fishing zone.
2. The two Parties, on the basis of the recommendations and resolutions adopted within the International Commission for the Conservation of Atlantic Tunas (ICCAT), and in the light of the best available scientific advice, shall consult each other within the Joint Committee provided for in Article 9 of the Agreement and adopt, where appropriate after a scientific meeting and by mutual agreement, measures to ensure the sustainable management of fisheries resources affecting the activities of Community vessels.
3. The Parties undertake to consult one other, either directly, including at subregional level, or within the international organisations concerned, to ensure the management and conservation of living resources in the Atlantic Ocean, and to cooperate in the relevant scientific research.

*Article 5 – Access by Community vessels  
to fisheries in Côte d'Ivoire waters*

1. Côte d'Ivoire undertakes to authorise Community vessels to engage in fishing activities in its fishing zone in accordance with this Agreement, including the Protocol and Annex thereto.

2. The fishing activities governed by this Agreement shall be subject to the laws and regulations in force in Côte d'Ivoire. The Côte d'Ivoire authorities shall notify the Commission of any amendments to that legislation.
3. Côte d'Ivoire shall take all the appropriate steps required for the effective application of the fisheries monitoring provisions in the Protocol. Community vessels shall cooperate with the Côte d'Ivoire authorities responsible for carrying out such monitoring.
4. The Community undertakes to take all the appropriate steps required to ensure that its vessels comply with this Agreement and the legislation governing fisheries in the waters over which Côte d'Ivoire has jurisdiction.

#### *Article 6 – Licences*

1. Community vessels may fish in Côte d'Ivoire's fishing zone only if they are in possession of a valid fishing licence issued by Côte d'Ivoire under this Agreement and the Protocol hereto.
2. The procedure for obtaining a fishing licence for a vessel, the taxes applicable and the method of payment to be used by shipowners shall be as set out in the Annex to the Protocol.

#### *Article 7 – Financial contribution*

1. The Community shall grant Côte d'Ivoire a financial contribution in accordance with the terms and conditions laid down in the Protocol and the Annexes. This single contribution shall be based on two elements, namely:
  - (a) access by Community vessels to Côte d'Ivoire waters and fisheries resources, and
  - (b) Community financial support for establishing a national fisheries policy based on responsible fishing and on the sustainable exploitation of fisheries resources in Côte d'Ivoire waters.
2. The element of the financial contribution referred to in paragraph 1(b) above shall be determined in the light of objectives identified by mutual agreement between the Parties in accordance with the Protocol, to be achieved in the context of the sectoral fisheries policy drawn up by the Government of Côte d'Ivoire and an annual and multiannual programme for its implementation.
3. The financial contribution granted by the Community shall be paid each year in accordance with the Protocol and subject to this Agreement and the Protocol in the event of any change to the amount of the contribution as a result of:
  - (a) unusual circumstances;
  - (b) a reduction in the fishing opportunities granted to Community vessels, made by mutual agreement for the purposes of managing the stocks concerned, where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice;

- (c) an increase in the fishing opportunities granted to Community vessels, made by mutual agreement between the Parties where the best available scientific advice concurs that the state of resources so permits;
- (d) a reassessment of the terms of financial support for implementing a sectoral fisheries policy in Côte d'Ivoire, where this is warranted by the results of the annual and multiannual programming observed by both Parties;
- (e) termination of this Agreement under Article 13;
- (f) suspension of the application of this Agreement under Article 12.

*Article 8 – Promoting cooperation among economic operators and civil society*

1. The Parties shall encourage economic, scientific and technical cooperation in the fisheries sector and related sectors. They shall consult one another with a view to coordinating the different measures that might be taken to this end.
2. The Parties undertake to promote exchanges of information on fishing techniques and gear, preservation methods and the processing of fishery products.
3. The Parties shall endeavour to create conditions favourable to the promotion of relations between their enterprises in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investment.
4. The Parties shall encourage, in particular, the setting-up of joint enterprises in their mutual interest which shall systematically comply with Côte d'Ivoire and Community legislation.

*Article 9 – Joint Committee*

1. A Joint Committee shall be set up to monitor and control the application of this Agreement. The Joint Committee shall perform the following functions:
  - (a) overseeing the performance, interpretation and application of this Agreement and, in particular, the definition of the annual and multiannual programming referred to in Article 7(2) and evaluation of its implementation;
  - (b) providing the necessary liaison for matters of mutual interest relating to fisheries;
  - (c) acting as a forum for the amicable settlement of any disputes regarding the interpretation or application of the Agreement;
  - (d) reassessing, where necessary, the level of fishing opportunities and, consequently, of the financial contribution;
  - (e) any other function which the Parties decide on by mutual agreement.
2. The Joint Committee shall meet at least once a year, alternately in Côte d'Ivoire and in the Community, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either of the Parties.

#### *Article 10 – Geographical area to which the Agreement applies*

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community applies, under the conditions laid down in that Treaty, and, on the other, to the territory of Côte d'Ivoire.

#### *Article 11 – Duration*

This Agreement shall apply for six years from the date of its entry into force; it shall be tacitly renewed for six-year periods, unless notice of termination is given in accordance with Article 13.

#### *Article 12 – Suspension*

1. Application of this Agreement may be suspended at the initiative of one of the Parties in the event of a serious disagreement as to the application of provisions laid down in the Agreement. Suspension of application of the Agreement shall require the interested Party to notify its intention in writing at least three months before the date on which suspension is due to take effect. On receipt of this notification, the Parties shall enter into consultations with a view to resolving their differences amicably.
2. Payment of the financial contribution referred to in Article 7 shall be reduced proportionately and *pro rata temporis*, according to the duration of the suspension.

#### *Article 13 – Termination*

1. This Agreement may be terminated by either Party in the event of unusual circumstances such as the degradation of the stocks concerned, the discovery of a reduced level of exploitation of the fishing opportunities granted to Community vessels, or failure to comply with undertakings made by the Parties with regard to combating illegal, unreported and unregulated fishing.
2. The Party concerned shall notify the other Party in writing of its intention to withdraw from the Agreement at least six months before the date of expiry of the initial period or each additional period.
3. Dispatch of the notification referred to in paragraph 2 shall open consultations by the Parties.
4. Payment of the financial contribution referred to in Article 7 for the year in which the termination takes effect shall be reduced proportionately and *pro rata temporis*.

#### *Article 14 – Protocol and Annex*

The Protocol and the Annex shall form an integral part of this Agreement.

*Article 15*  
*National law*

The activities of Community vessels operating in Côte d'Ivoire waters shall be governed by the applicable law in Côte d'Ivoire, unless otherwise provided in the Agreement, this Protocol and the Annex and Appendices hereto.

*Article 16 – Repeal*

On the date of its entry into force, this Agreement repeals and replaces the Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire which entered into force on 19 December 1990.

*Article 17 – Entry into force*

This Agreement, drawn up in duplicate in the Bulgarian, Spanish, Czech, Danish, German, Estonian, Greek, English, French, Italian, Latvian, Lithuanian, Hungarian, Maltese, Dutch, Polish, Portuguese, Romanian, Slovak, Slovenian, Finnish and Swedish languages, each of these texts being equally authentic, shall enter into force on the date on which the Parties notify each other in writing that they have completed their respective necessary internal procedures to that end.

**Protocol setting out the fishing opportunities and the financial contribution provided for by the Agreement between the European Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire for the period from 1 July 2007 to 30 June 2013**

*Article 1*

*Period of application and fishing opportunities*

1. For a period of six years from 1 July 2007, the fishing opportunities granted under Article 5 of the Agreement shall be as follows:  
  
highly migratory species (species listed in Annex 1 to the 1982 United Nations Convention):
  - freezer tuna seiners: 25 vessels,
  - surface longliners: 15 vessels,
2. Paragraph 1 shall apply subject to Articles 4 and 5 of this Protocol.
3. Vessels flying the flag of a Member State of the European Community may fish in Côte d'Ivoire's fishing zone only if they are in possession of a valid fishing licence issued by Côte d'Ivoire under this Protocol in accordance with the Annex hereto.

*Article 2*

*Financial contribution – Methods of payment*

1. The financial contribution referred to in Article 7 of the Agreement shall comprise, for the period referred to in Article 1, an annual amount of EUR 455 000 equivalent to a reference tonnage of 7 000 tonnes per year and a specific amount of EUR 140 000 per year for the support and implementation of Côte d'Ivoire's sectoral fisheries policy. This specific amount shall be an integral part of the single financial contribution defined in Article 7 of the Agreement.
2. Paragraph 1 shall apply subject to Articles 4, 5, 6 and 7 of this Protocol.
3. The Community shall pay the total amount fixed in paragraph 1, i.e. EUR 595 000, each year during the period of application of this Protocol.
4. If the overall quantity of catches by Community vessels in Côte d'Ivoire's fishing zones exceeds the reference tonnage, the amount of the annual financial contribution shall be increased by EUR 65 for each additional tonne caught. However, the total annual amount paid by the Community shall not be more than twice the amount indicated in paragraph 3 (EUR 1 190 000). Where the quantities caught by Community vessels exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid the following year.
5. Payment of the financial contribution referred to in paragraph 1 shall be made no later than 30 March 2008 in the first year and no later than 1 July in the following years.
6. Subject to Article 6, the Côte d'Ivoire authorities shall have full discretion regarding the use to which this financial contribution is put.

7. The financial contribution shall be paid into a single Côte d'Ivoire Public Treasury bank account.

*Article 3*  
*Cooperation on responsible fishing – Scientific cooperation*

1. The Parties hereby undertake to promote responsible fishing in Côte d'Ivoire waters on the basis of the principles of non-discrimination between the different fleets fishing in those waters.
2. During the period covered by this Protocol, the Community and the Côte d'Ivoire authorities shall endeavour to monitor the evolution of resources in Côte d'Ivoire's fishing zone.
3. The Parties undertake to promote cooperation at subregional level on responsible fishing and, in particular, within the International Commission for the Conservation of Atlantic Tunas (ICCAT) or any other subregional or international organisation concerned.
4. In accordance with Article 4 of the Agreement and on the basis of the recommendations and resolutions adopted within the International Commission for the Conservation of Atlantic Tunas (ICCAT), and in the light of the best available scientific advice, the Parties shall consult each other within the Joint Committee provided for in Article 9 of the Agreement and adopt, where appropriate after a scientific meeting possibly at subregional level, and by mutual agreement, measures to ensure the sustainable management of fisheries resources affecting the activities of Community vessels.

*Article 4*  
*Review of fishing opportunities by mutual agreement*

1. The fishing opportunities referred to in Article 1 may be increased by mutual agreement provided that the conclusions of the scientific meeting referred to in Article 3(4) confirm that such an increase will not endanger the sustainable management of Côte d'Ivoire's resources. In this case the financial contribution referred to in Article 2(1) shall be increased proportionately and *pro rata temporis*. However, the total amount of the financial contribution paid by the European Community in respect of the reference tonnage shall not be more than twice the amount of the financial contribution referred to in Article 2(1). Where the quantities caught annually by Community vessels are more than twice 7 000 tonnes (i.e. 14 000 tonnes), the amount due for the quantity exceeding that limit shall be paid the following year.
2. Conversely, if the Parties agree to adopt a reduction in the fishing opportunities provided for in Article 1, the financial contribution shall be reduced proportionately and *pro rata temporis*.
3. The allocation of the fishing opportunities among different categories of vessels may also be reviewed, following consultations and by mutual agreement between the Parties, provided that any changes comply with recommendations made by the scientific meeting referred to in Article 3(4) regarding the management of stocks liable to be affected by such redistribution. The Parties shall agree on the corresponding adjustment of the financial contribution where the redistribution of fishing opportunities so warrants.



*Article 5*  
*New and exploratory fishing opportunities*

1. Should Community vessels be interested in fishing activities which are not indicated in Article 1, the Community shall consult Côte d'Ivoire in order to seek authorisation for these new activities. Where appropriate, the Parties shall agree on the conditions applicable to these new fishing opportunities and, if necessary, make amendments to this Protocol and to the Annex hereto.
2. The Parties may carry out joint exploratory fishing trips in Côte d'Ivoire's fishing zones, subject to an opinion by the scientific meeting provided for in Article 3(4). To this end, they shall hold consultations whenever one of the Parties so requests and determine, on a case-by-case basis, relevant new resources, conditions and other parameters.
3. The two Parties shall carry out exploratory fishing activities in accordance with scientific and administrative parameters adopted by mutual agreement. The authorisations for exploratory fishing shall be granted for test purposes, for a maximum of two six-month trips, from the date decided by mutual agreement between the two Parties.
4. Where the Parties conclude that the exploratory fishing trips have produced positive results, while preserving ecosystems and conserving living marine resources, new fishing opportunities may be awarded to Community vessels following the consultation procedure provided for in Article 4 of this Protocol and until the expiry of the Protocol and in accordance with the allowable effort. The financial contribution will be increased as a result.

*Article 6*  
*Suspension and review of the payment of the financial contribution*  
*in the event of unusual circumstances*

1. Where unusual circumstances, other than natural phenomena, prevent fishing activities in Côte d'Ivoire's exclusive economic zone (EEZ), the European Community may suspend payment of the financial contribution provided for in Article 2(1). The suspension decision shall be taken following consultations between the two Parties within a period of two months following the request of one of the Parties, and provided that the Community has paid in full any amounts due at the time of suspension.
2. Payment of the financial contribution shall resume as soon as the Parties find, by mutual agreement following consultations, that the circumstances preventing fishing activities are no longer present and/or that the situation allows a resumption of fishing activities.
3. Where the validity of the licences granted to Community vessels is suspended along with the payment of the financial contribution, it shall be extended by a period equal to the period during which fishing activities were suspended.

*Article 7*  
*Promotion of responsible fishing in Côte d'Ivoire waters*

1. 100% of the total amount of the financial contribution fixed in Article 2 shall be allocated each year to the support and implementation of initiatives taken in the context of the sectoral fisheries policy drawn up by the Côte d'Ivoire Government.

Côte d'Ivoire shall manage the corresponding amount following the identification by mutual agreement between the two Parties, in accordance with the current priorities of Côte d'Ivoire's fisheries policy for ensuring sustainable and responsible management of the sector, of the objectives to be attained and the annual and multiannual programming required to attain them, pursuant to paragraph 2 below, in particular as regards monitoring and control, the management of resources, improving health and hygiene conditions in the production of fishery products and strengthening the monitoring capacity of the competent authorities.

2. On a proposal from Côte d'Ivoire and for the purposes of implementing the preceding paragraph, as soon as this Protocol enters into force and no later than three months after that date, the Community and Côte d'Ivoire shall agree, within the Joint Committee provided for in Article 9 of the Agreement, on a multiannual sectoral programme and detailed implementing rules covering, in particular:
  - (a) annual and multiannual guidelines for using the percentage of the financial contribution referred to in paragraph 1 and its specific amounts for the initiatives to be carried out each year;
  - (b) the objectives, both annual and multiannual, to be achieved with a view to promoting responsible fishing and sustainable fisheries, taking account of the priorities expressed by Côte d'Ivoire in its national fisheries policy and other policies relating to or having an impact on the introduction of responsible fishing and sustainable fisheries;
  - (c) criteria and procedures for evaluating the results obtained each year.
3. Any proposed amendments to the multiannual sectoral programme or of the use of the specific amounts for the initiatives to be carried out each year must be approved by both Parties within the Joint Committee.
4. Each year, Côte d'Ivoire shall allocate the share corresponding to the percentage referred to in paragraph 1 with a view to implementing the multiannual programme. For the first year of application of the Protocol, that allocation must be notified to the Community at the time when the multiannual sectoral programme is approved within the Joint Committee. For each year thereafter, Côte d'Ivoire shall notify the Community of the allocation no later than 1 May of the previous year.
5. Where the annual evaluation of the progress made in implementing the multiannual sectoral programme so warrants, the European Community may ask for the amount for the support and implementation of Côte d'Ivoire's sectoral fisheries policy within the financial contribution referred to in Article 2(1) of this Protocol to be readjusted with a view to bringing the actual amount of financial resources allocated to implementation of the programme into line with its results.

#### *Article 8*

#### *Disputes – suspension of application of the Protocol*

1. Any dispute between the Parties over the interpretation of this Protocol or its application shall be the subject of consultations between the Parties within the Joint Committee provided for in Article 9 of the Agreement, in a special meeting if necessary.

2. Without prejudice to Article 9, application of the Protocol may be suspended at the initiative of one Party if the dispute between the two Parties is deemed to be serious and if the consultations held within the Joint Committee under paragraph 1 have not resulted in an amicable settlement.
3. Suspension of application of the Protocol shall require the interested Party to notify its intention in writing at least three months before the date on which suspension is due to take effect.
4. In the event of suspension, the Parties shall continue to consult with a view to finding an amicable settlement to their dispute. As soon as an amicable settlement is reached, application of the Protocol shall resume and the amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which application of the Protocol was suspended.

#### *Article 9*

##### *Suspension of application of the Protocol on grounds of non-payment*

Subject to Article 6, if the Community fails to make the payments provided for in Article 2, application of this Protocol may be suspended on the following terms:

- (a) the competent Côte d'Ivoire authorities shall notify the European Commission of the non-payment. The Commission shall carry out the requisite checks and, where necessary, transmit the payment within no more than 60 working days of the date of receipt of the notification;
- (b) if no payment is made and non-payment is not adequately justified within the period provided for in Article 2(5) of this Protocol, the competent Côte d'Ivoire authorities shall be entitled to suspend application of the Protocol. They shall inform the European Commission of such action forthwith;
- (c) application of the Protocol shall resume as soon as the payment concerned has been made.

#### *Article 10*

##### *National law*

The activities of Community vessels operating in Côte d'Ivoire waters shall be governed by the applicable law in Côte d'Ivoire, unless otherwise provided in the Agreement, this Protocol and the Annex and Appendices hereto.

#### *Article 11*

##### *Review clause*

Following the third anniversary of this Protocol and the Annex thereto, the Parties shall review the application of the Protocol and the Annex thereto and, where appropriate, consult each other within the Joint Committee on any amendments of their provisions. Any such amendments may include the reference tonnage and the standard amounts paid for licences.

*Article 12*  
*Repeal*

The Annex to 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 repealed and replaced by the Annex to this Protocol.

*Article 13*  
*Entry into force*

1. This Protocol with its Annex shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for that purpose.
2. They shall apply with effect from 1 July 2007.

## ANNEX

### CONDITIONS GOVERNING FISHING ACTIVITIES BY COMMUNITY VESSELS IN CÔTE D'IVOIRE'S FISHING ZONE

#### Chapter I - Application for and issue of licences

##### *Section 1 Issue of licences*

1. Only eligible vessels may obtain a licence to fish in Côte d'Ivoire's fishing zone.
2. For a vessel to be eligible, neither the owner, the master nor the vessel itself must be prohibited from fishing in Côte d'Ivoire. They must be in order vis-à-vis the Côte d'Ivoire authorities insofar as they must have fulfilled all prior obligations arising from their fishing activities in Côte d'Ivoire under fisheries agreements concluded with the Community.
3. The relevant Community authorities shall submit (by electronic means) to the Ministry responsible for fisheries in Côte d'Ivoire an application for each vessel wishing to fish or assist in fishing activities under the Agreement at least 30 working days before the date of commencement of the period of validity requested.
4. Applications shall be submitted to the Ministry responsible for fisheries on a form drawn up in accordance with the specimen in Appendix I. The Côte d'Ivoire authorities shall take all the necessary steps to ensure that the data received as part of the licence application are treated as confidential. This data will be used exclusively in the context of the implementation of the Fisheries Agreement.
5. All licence applications shall be accompanied by the following documents:
  - proof of payment of the flat-rate advance for the period of validity of the licence;
  - any other documents or certificates required under the specific rules applicable to the type of vessel concerned pursuant to this Protocol.
6. The fee shall be paid into the account specified by the Côte d'Ivoire authorities in accordance with Article 2(7) of the Protocol.
7. The fees shall include all national and local charges with the exception of port taxes and service charges.
8. Licences for all vessels shall be issued to shipowners or their representatives via the Delegation of the European Commission to Côte d'Ivoire within 15 working days of receipt of all the documents referred to in point 6 by the Ministry responsible for fisheries in Côte d'Ivoire.
9. Licences shall be issued for a specific vessel and shall not be transferable.
10. However, at the request of the European Community and where *force majeure* is proven, a vessel's licence shall be replaced by a new licence for another vessel of the same category as the first vessel, as referred to in Article 1 of the Protocol, with no further fee due. In this

case, the calculation of the catch levels to determine whether an additional payment should be made shall take account of the sum of the total catches of the two vessels.

11. The owner of the first vessel, or his or her representative, shall return the cancelled licence to the Ministry responsible for fisheries in Côte d'Ivoire via the Delegation of the European Commission.
12. The new licence shall take effect on the day that the vessel's owner returns the cancelled licence to the Ministry responsible for fisheries in Côte d'Ivoire. The Delegation of the European Commission to Côte d'Ivoire shall be informed of the licence transfer.
13. The licence must be held on board at all times. The European Community shall keep an up-to-date draft list of the vessels for which a fishing licence has been applied for under this Protocol. This draft shall be notified to the Côte d'Ivoire authorities as soon as it is drawn up, and then each time it is updated. On receipt of this draft list and of notification of payment of the advance sent to the coastal state authorities by the Commission, the vessel shall be entered by the competent Côte d'Ivoire authority on a list of vessels authorised to fish, which shall be notified to the authorities responsible for fisheries inspection. In this case, a certified copy of this list shall be sent to the shipowner and kept on board instead of the fishing licence until the licence has been issued.
14. The two Parties shall seek agreement for the purposes of promoting the introduction of a licence system based exclusively on the electronic exchange of all the information and documents described above. The two Parties shall seek agreement for the purposes of promoting the rapid replacement of the paper licence by an electronic equivalent such as the list of vessels authorised to fish in Côte d'Ivoire's fishing zone.

## ***Section 2***

### ***Licence conditions – fees and advance payments***

1. Licences shall be valid for a period of one year. They shall be renewable.
2. The fee shall be EUR 35 per tonne caught within Côte d'Ivoire's fishing zone in the case of tuna seiners and surface longliners.
3. Licences shall be issued once the following standard amounts have been paid to the competent national authorities:
  - EUR 3 850 per tuna seiner, equivalent to the fees due for 110 tonnes per year;
  - EUR 1 400 per surface longliner, equivalent to the fees due for 40 tonnes per year.
4. Member States shall inform the European Commission not later than 15 June each year of the tonnages caught during the past year, as confirmed by the scientific institutes referred to in point 5 below.
5. The final statement of the fees due for year n shall be drawn up by the European Commission by 31 July of year n+1 at the latest on the basis of the catch declarations made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data in the Member States, such as the *Institut de Recherche pour le Développement* (IRD), the *Instituto Español de Oceanografía* (IEO), the *Instituto Português de Investigaçao Maritima* (IPIMAR) and the Côte d'Ivoire *Centre de Recherches Océanologiques* (CRO). It shall be sent via the Delegation of the European Commission.

6. This statement shall be sent simultaneously to the Ministry responsible for fisheries in Côte d'Ivoire and to the shipowners.
7. Any additional payments (for quantities caught in excess of 110 tonnes for tuna seiners and 40 tonnes for longliners) shall be made by the shipowners to the competent Côte d'Ivoire national authorities by 31 August of year n+1, into the account referred to in point 6 of Section 1 of this Chapter, on the basis of EUR 35 per tonne.
8. However, if the amount of the final statement is lower than the advance referred to in point 3 of this Section, the resulting balance shall not be reimbursable to the shipowner.

## **Chapter II – Fishing zones**

1. Community vessels may carry out fishing activities in waters beyond 12 nautical miles from the base lines in the case of tuna seiners and surface longliners.

## **Chapter III – Catch reporting arrangements**

1. For the purposes of this Annex, the duration of a trip by a Community vessel in Côte d'Ivoire's fishing zone shall be defined as follows:
  - the period elapsing between entering and leaving Côte d'Ivoire's fishing zone,
  - or the period elapsing between entering Côte d'Ivoire's fishing zone and a transshipment and/or a landing in Côte d'Ivoire.
2. All vessels authorised to fish in Côte d'Ivoire waters under the Agreement shall be obliged to notify their catches to the Ministry responsible for fisheries in Côte d'Ivoire so that it can check the quantities caught, which shall be validated by the competent scientific institutes in accordance with the procedure referred to in point 4 of Section 2 of Chapter I of this Annex. Catches shall be notified as follows:
  - 2.1 During an annual period of validity of the licence within the meaning of Section 2 of Chapter I of this Annex, declarations shall include the catches made by the vessel during each trip. The original of the declarations shall be transmitted on a physical medium to the Côte d'Ivoire Ministry responsible for fisheries within 45 days following the end of the last trip made during the period. These notifications shall also be made by fax (225 21 35 04 09 or 225 21 35 63 15) or e-mail.
  - 2.2 Vessels shall declare their catches on the corresponding form in the logbook, in accordance with the specimen in Appendix 2. The words "Outside Côte d'Ivoire's fishing zone" shall be entered in the logbook in respect of periods during which the vessel is not in Côte d'Ivoire's fishing zone.
  - 2.3 The forms shall be filled in legibly and signed by the master of the vessel or by his or her legal representative.
  - 2.4. Catch declarations shall be reliable in order to contribute to the monitoring of the evolution of stocks.

3. Where the provisions set out in this Chapter are not complied with, the Government of Côte d'Ivoire reserves the right to suspend the licence of the offending vessel until formalities have been completed and to apply to the shipowner the penalty laid down in current Côte d'Ivoire legislation. The European Commission and the flag Member State shall be informed thereof.
4. The two Parties shall seek agreement for the purposes of promoting a catch reporting system based exclusively on the electronic exchange of all the information and documents described above. The two Parties shall seek agreement for the purposes of promoting the rapid replacement of the written declaration (logbook) by an equivalent in the form of an electronic file.

## **Chapter V – Embarking seamen**

1. Owners of tuna seiners and surface longliners shall employ ACP nationals, subject to the following conditions and limits:
  - for the fleet of tuna seiners, at least 20% of the seamen signed on during the tuna-fishing season in the fishing zone of the third country shall be of ACP origin,
  - for the fleet of surface longliners, at least 20% of the seamen signed on during the fishing season in the fishing zone of the third country shall be of ACP origin.
2. Shipowners shall endeavour to sign on additional seamen of ACP origin.
3. The International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on by Community vessels. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.
4. The employment contracts of ACP seamen shall be drawn up between the shipowners' representative(s) and the seamen and/or their trade unions or representatives. A copy of these contracts shall be given to the signatories. These contracts shall guarantee the seamen the social security cover applicable to them, including life assurance and sickness and accident insurance.
5. The wages of the ACP seamen shall be paid by the shipowners. They shall be fixed by mutual agreement among the shipowners or their representatives and the seamen and/or their trade unions or representatives. However, the wage conditions granted to ACP seamen shall not be lower than those applied to crews from their respective countries and shall under no circumstances be below ILO standards.
6. All seamen employed aboard Community vessels shall report to the master of the vessel designated on the day before their proposed embarkation date. Where a seaman fails to report at the date and time agreed for embarkation, shipowners shall be automatically absolved of their obligation to take the seaman on board.



## Chapter VI – Technical measures

Vessels shall comply with the measures and recommendations adopted by ICCAT in the region regarding fishing gear and the technical specifications thereof and all other technical measures applicable to their fishing activities.

## Chapter VI – Observers

1. Vessels authorised to fish in Côte d’Ivoire waters under the Agreement shall take on board observers appointed by the competent regional fisheries organisation on the terms set out below.
  - 1.1 At the request of the competent authority, Community vessels shall take on board an observer designated by the authority in order to check catches made in Côte d’Ivoire waters.
  - 1.2 The competent authority shall draw up a list of vessels designated to take an observer on board and a list of the appointed observers. These lists shall be kept up to date. They shall be forwarded to the European Commission as soon as they have been drawn up and every three months thereafter where they have been updated.
  - 1.3 The competent authority shall inform the shipowners concerned, or their representatives, of the name of the observer appointed to be taken on board their vessel at the time the licence is issued, or no later than 15 days before the observer’s planned embarkation date.
2. The time spent on board by observers shall be one fishing trip. However, at the express request of the competent Côte d’Ivoire authorities, this embarkation may be spread over several trips according to the average duration of trip for a particular vessel. This request shall be made by the competent authority when the name of the observer appointed to board the vessel in question is notified.
3. The conditions under which observers are taken on board shall be agreed between shipowners or their representatives and the competent authority.
4. Observers shall be taken on board at a port chosen by the shipowner at the beginning of the first voyage in Côte d’Ivoire waters after notification of the list of designated vessels.
5. Within two weeks and giving ten days’ notice, the shipowners concerned shall make known at which ports in the subregion and on what dates they intend to take observers on board.
6. Where observers are taken on board in a country outside the subregion, their travel costs shall be borne by the shipowner. Should a vessel with a regional observer on board leave the regional fishing zone, all measures must be taken to ensure the observer’s return as soon as possible at the expense of the shipowner.
7. If the observer is not present at the time and place agreed or within the twelve hours following the time agreed, shipowners shall be automatically absolved of their obligation to take the observer on board.

8. Observers shall be treated as officers. Where vessels are operating in Côte d'Ivoire waters, they shall carry out the following tasks:
  - 8.1 observe the fishing activities of the vessels;
  - 8.2 verify the position of vessels engaged in fishing operations;
  - 8.3 perform biological sampling in the context of scientific programmes;
  - 8.4 note the fishing gear used;
  - 8.5 verify the catch data for Côte d'Ivoire waters recorded in the logbook;
  - 8.6 verify the percentages of by-catches and estimate the quantity of discards of species of marketable fish;
  - 8.7 report by any appropriate means fishing data, including the quantity of catches and by-catches on board, to their competent authority.
9. Masters shall do everything in their power to ensure the physical safety and welfare of observers during performance of their duties.
10. Observers shall be offered every facility needed to carry out their duties. The master shall give them access to the means of communication needed for the discharge of their duties, to documents directly concerned with the vessel's fishing activities, including in particular the logbook and the navigation log, and to those parts of the vessel necessary to facilitate the exercise of their tasks as observer.
11. While on board, observers shall:
  - 11.1 take all appropriate steps to ensure that the conditions of their boarding and presence on the vessel neither interrupt nor hamper fishing operations,
  - 11.2 respect the material and equipment on board and the confidentiality of all documents belonging to the vessel.
12. At the end of the observation period and before leaving the vessel, observers shall draw up an activity report to be transmitted to the competent authorities, with a copy to the European Commission. They shall sign it in the presence of the master, who may add or cause to be added to it any observations considered relevant, followed by the master's signature. A copy of the report shall be handed to the master when the scientific observer is put ashore.
13. Shipowners shall bear the cost of accommodating observers in the same conditions as the officers, within the confines of the practical possibilities offered by the vessel.
14. The salary and social contributions of the observer shall be borne by the competent authorities.
15. The two Parties shall consult each other, and interested third parties, as soon as possible as regards the definition of a system of regional observers and the choice of the competent regional fisheries organisation. Pending the implementation of a system of regional observers, vessels authorised to fish in Côte d'Ivoire's fishing zone under the Agreement

shall take on board, instead of regional observers, observers designated by the competent Côte d'Ivoire authorities in accordance with the rules set out above.

## **Chapter VII – Monitoring**

1. In accordance with point 13 of Section 1 of Chapter I of this Annex, the European Community shall keep an up-to-date list of the vessels to which a fishing licence has been issued under this Protocol. This list shall be notified to the Côte d'Ivoire authorities responsible for fisheries inspection as soon as it is drawn up and each time it is updated.
2. On receipt of this draft list and of notification of payment of the advance (referred to in point 3 of Section 2 of Chapter I of this Annex) sent to the coastal state authorities by the European Commission, the vessel shall be entered by the competent Côte d'Ivoire authority on a list of vessels authorised to fish, which shall be sent to the authorities responsible for fisheries inspection. In this case, a certified copy of this list shall be sent to the shipowner and kept on board instead of the fishing licence until the licence has been issued.
3. Entering and leaving the zone:
  - 3.1 At least three hours in advance Community vessels shall notify the competent Côte d'Ivoire authorities responsible for fisheries inspection of their intention to enter or leave Côte d'Ivoire's fishing zone; they shall also declare the overall quantities and the species on board.
  - 3.2 When notifying leaving, vessels shall also communicate their position. This information should preferably be communicated by fax (225 21 35 04 09 or 225 21 35 63 15) or e-mail ([.....]) or, for vessels not equipped with a fax or e-mail, by radio (call sign: [.....]).
  - 3.3 Vessels found to be fishing without having informed the competent Côte d'Ivoire authority shall be regarded as vessels in breach of the rules.
  - 3.4 Vessels shall also be informed of the fax and telephone numbers and e-mail address when the fishing licence is issued.
4. Control procedures
  - 4.1 Masters of Community fishing vessels engaged in fishing activities in Côte d'Ivoire waters shall allow and facilitate boarding and the discharge of their duties by any Côte d'Ivoire official responsible for the inspection and control of fishing activities.
  - 4.2 These officials shall not remain on board for longer than is necessary for the discharge of their duties.
  - 4.3 Once the inspection and control has been completed, a certificate shall be issued to the master of the vessel.
5. Satellite monitoring
  - 5.1 All Community vessels fishing under this Agreement shall be subject to satellite monitoring in line with Appendix 3. These provisions shall enter into force on the tenth day following notification by the Government of Côte d'Ivoire to the

Delegation of the European Commission to Côte d'Ivoire of the entry into operation of the Côte d'Ivoire Fisheries Monitoring Centre (FMC).

6. Boarding

6.1 The competent Côte d'Ivoire authorities shall inform the flag State and the European Commission, within no more than 36 hours, of all boardings of and penalties imposed on Community vessels in Côte d'Ivoire waters.

6.2 The flag State and the European Commission shall at the same time receive a brief report of the circumstances and reasons leading to the boarding.

7. Statement of boarding

7.1 After the competent Côte d'Ivoire authority has drawn up a statement, the master of the vessel shall sign it.

7.2 This signature shall not prejudice the rights of the master or any defence which he or she may make to the alleged infringement. If the master refuses to sign this document, he or she shall specify the reasons for doing so in writing and the inspector shall write "refusal to sign" on it.

7.3 The master shall take the vessel to the port indicated by the Côte d'Ivoire authorities. In the case of minor infringements, the competent Côte d'Ivoire authorities may authorise the boarded vessel to continue fishing.

8. Consultation meeting in the event of boarding

8.1 Before any measures regarding the master or the crew of the vessel or any action regarding the cargo and equipment of the vessel are considered, other than those to safeguard evidence relating to the presumed infringement, a consultation meeting shall be held, within one working day of the receipt of the above information, between the European Commission and the competent Côte d'Ivoire authorities, possibly attended by a representative of the Member State concerned.

8.2 At the meeting, the Parties shall exchange any relevant documentation or information helping to clarify the circumstances of the established facts. The shipowner or his or her representative shall be informed of the outcome of the meeting and of any measures resulting from the boarding.

9. Settlement of boarding

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

9.2 In the event of an amicable settlement, the amount of the fine shall be determined in accordance with Côte d'Ivoire legislation.

9.3 If the case cannot be settled by amicable procedure and has to be brought before a competent judicial body, a bank security set to take account of the boarding costs and the fines and compensation payable by the parties responsible for the infringement shall be lodged by the shipowner with a bank specified by the competent Côte d'Ivoire authorities.

9.4 The bank security shall be irrevocable until the legal proceedings have been concluded. It shall be released once legal proceedings end without a conviction. Similarly, in the event of a conviction leading to a fine of less than the security lodged, the balance shall be released by the competent Côte d'Ivoire authorities.

9.5 The vessel shall be released and its crew authorised to leave the port:

- once the obligations arising under the amicable settlement have been fulfilled, or
- when the bank security referred to in point 9.3 has been lodged and accepted by the competent Côte d'Ivoire authorities, pending completion of the legal proceedings.

## 10. Transhipment

10.1 All Community vessels wishing to tranship catches in Côte d'Ivoire waters shall do so in or off Côte d'Ivoire ports.

10.2 The owners of such vessels must notify the following information to the competent Côte d'Ivoire authorities at least 24 hours in advance:

- the names of the transshipping fishing vessels;
- the names, OMI numbers and flag of the cargo vessels,
- the tonnage by species to be transhipped;
- the day and place of transhipment.

10.3 Transhipment shall be considered as an exit from Côte d'Ivoire's fishing zone. Masters of vessels must submit their catch declarations to the competent Côte d'Ivoire authorities and state whether they intend to continue fishing or leave Côte d'Ivoire's fishing zone.

10.4 Any transhipment of catches not covered above shall be prohibited in Côte d'Ivoire's fishing zone. Any person infringing this provision shall be liable to the penalties provided for by Côte d'Ivoire law.

11. Masters of Community fishing vessels engaged in landing or transhipment operations in a Côte d'Ivoire port shall allow and facilitate the inspection of such operations by Côte d'Ivoire inspectors. Once the inspection has been completed in the port, a certificate shall be issued to the master of the vessel.

## APPENDICES

1 – Licence application form

2 – ICCAT logbook

3 – Provisions applicable to the satellite-based vessel monitoring system (VMS) and coordinates of Côte d'Ivoire's fishing zone

**Appendix 1**

MINISTÈRE DE LA  
PRODUCTION ANIMALE

BP V 84 Abidjan  
(République de Côte-d'Ivoire)

RÉPUBLIQUE DE CÔTE-  
D'IVOIRE

UNION-DISCIPLINE-TRAVAIL

APPLICATION FOR A FISHING LICENCE

SECTION A

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

SECTION B

(to be completed for each vessel)

1. Period of validity:  
.....  
...
2. Name of vessel:  
.....  
.....
3. Year of construction:  
.....
4. Flag of origin:  
.....  
.....
5. Current flag:  
.....
6. Date on which current flag was acquired:  
.....
7. Year of purchase:  
.....

8. Home port and registration number:  
.....
9. Areas of operation:  
.....
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 construction material:  
.....
18. Engine power:  
.....
19. Speed (knots):  
.....
20. Cabins:  
.....
21. Capacity of fuel tanks (m<sup>3</sup>):  
.....
22. Capacity of fish holds (m<sup>3</sup>):  
.....
23. Freezing capacity in tonnes/24 hours and system used:  
.....
24. Colour of hull:  
.....
25. Colour of superstructure:  
.....



26. Crew numbers: .....

27. On-board communication equipment:

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

28. Navigating and sounding equipment:

Type	Make	Model

29. Auxiliary boats used (for each vessel): .....

29.1. Gross tonnage: .....

29.2. Length overall (metres): .....

29.3. Stem (metres): .....

29.4. Depth (metres): .....

29.5. Hull construction material: .....

29.6. Engine power:

.....

29.7. Speed (knots):

.....

.

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

.....

.....

.....

31. Home port:

.....

....

32. Name of captain:

.....

33. Address:

.....

.....

34. Nationality of captain:

.....

Attach:

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

.....

.....

(Date of application)

(Signature of representative of shipowner)

## Appendix 2

### ICCAT LOGBOOK FOR TUNA FISHERY

	Longline	
	Live	bait
	Purse	seine
	Trawl	
	Outros (Others)	

Name of vessel: .....	Gross tonnage: .....	Vessel DEPARTED:	Month	Day	Year	Port	
Flag country: .....	Capacity – (M.T.): .....		Vessel RETURNED:				
Registration No: .....	Captain: .....						
Shipowner: .....	No of crew: .....						
Address: .....	Reporting date: .....						
Reported by: .....	Reported by: .....	No of days at sea:		No of fishing days:		No of sets made:	Trip number:

Date	Sector	Surface water	Fishing effort No of hooks used	Capturas (Catches)	Isco usado na pesca (Bait used)
------	--------	---------------	------------------------------------	--------------------	------------------------------------



2 - At the end of each trip, forward a copy of the log to your correspondent or to the ICCAT, Calle Corazón de María, 8, 28002 Madrid, Spain.

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

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

TUNA SEINERS, POLE-AND-LINE TUNA VESSELS

NAME OF VESSEL

MASTER



PORT OF DEPARTURE .....

DATE .....TIME .....

LOG .....

PORT OF ARRIVAL .....

DATE .....TIME .....

LOG .....

Sheet No

Date	Position at time of haul, otherwise at midday	No of haul	Estimated catches								Tank number	Comments			Wreckage	Physical conditions				Heli- copter
			Yellowfin tuna		Skipjack tuna		Bigeye tuna		Other species							Surface	Current direction, speed	Visibility (in miles) sky	Situation, sea wind	
			Size	Tonnage	Size	Tonnage	Size	Tonnage	Size	Tonnage										
			kg	t	kg	t	kg	t	kg	t		Route or search – discards birds - type of shoals, mixture of species - miscellaneous problems – time spent on a haul								



### **Appendix 3**

The two Parties shall consult each other at a later stage within the Joint Committee to lay down the provisions applicable to the satellite-based vessel monitoring system (VMS) and the coordinates of Côte d'Ivoire's fishing zone.