



COMMISSION OF THE EUROPEAN COMMUNITIES

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Proposal for a

COUNCIL REGULATION

**on the conclusion of the Fisheries Partnership Agreement between the European
Community and the Gabonese Republic**

(presented by the Commission)

EXPLANATORY MEMORANDUM

The Community and the Gabonese Republic have negotiated and initialled, on 28 October 2005, a Fisheries Partnership Agreement which provides Community fishermen with fishing opportunities in the Gabonese fishing zone. This Partnership Agreement, accompanied by a Protocol and the Annex thereto, was signed for a period of six years from its entry into force and is renewable. On the date of its entry into force, this Agreement repeals and replaces the Agreement between the European Community and the Gabonese Republic on fishing off the Gabonese coast which entered into force on 3 December 1998.

The Protocol and the Annex thereto setting out the technical and financial conditions governing the fishing activities of European Community vessels were signed for a period of six years from 3 December 2005. Pending the entry into force of the new Agreement, this Protocol and the Annex thereto will enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for that purpose. They are applicable as from 3 December 2005.

The main objective of the new Partnership Agreement is to strengthen cooperation between the European Community and the Gabonese Republic, thereby creating a partnership framework within which to develop a sustainable fisheries policy and sound exploitation of fisheries resources in the Gabonese fishing zone, in the interests of both Parties. 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 two Parties are taking part in a political dialogue on topics of mutual interest in the fisheries sector. In the Partnership Agreement, the current priorities of fisheries policy in Gabon will allow the identification by mutual agreement between the two Parties of objectives, and the annual and multiannual programming to attain them, with a view to ensuring sustainable and responsible management of the sector.

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

The financial contribution is fixed at EUR 860 000 per year. Of this financial contribution, 60% will allow annual financial support for defining and implementing a sectoral fisheries policy in Gabon, with a view to introducing responsible and sustainable fishing. This financial support will be based on annual and multiannual programming (see above).

The fishing opportunities provided for in the Agreement have been laid down according to two categories: (1) for the fishing category "freezer tuna seiners": 24 vessels; (2) for the fishing category "surface longliners": 16 vessels.

Shipowners' fees have been fixed for each category and, overall, could create an additional annual income of around EUR 142 000 million for Gabon.

The Commission proposes on this basis that the Council adopt the conclusion of this new Fisheries Partnership Agreement between the European Community and the Gabonese Republic by Regulation.

Proposal for a

COUNCIL REGULATION

on the conclusion of the Fisheries Partnership Agreement between the European Community and the Gabonese Republic

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 37 in conjunction with Article 300(2) and the first subparagraph of Article 300(3) thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament,

Whereas:

- (1) The Community and the Gabonese Republic have negotiated and initialled a Fisheries Partnership Agreement providing Community fishermen with fishing opportunities in the waters falling within the sovereignty of the Gabonese Republic.
- (2) It is in the Community's interest to approve that Agreement.
- (3) The method for allocating the fishing opportunities among the Member States should be defined,

HAS ADOPTED THIS REGULATION:

Article 1

The Fisheries Partnership Agreement between the European Community and the Gabonese Republic is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Regulation.

Article 2

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

Fishing category	Type of vessel	Member State	Licences or quota
Tuna fishing	Surface longliners	Spain	13
		Portugal	3
Tuna fishing	Freezer tuna seiners	Spain	12
		France	12

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 this Agreement shall notify the Commission of the quantities of each stock caught within the Gabonese 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 seas¹.

Article 4

This Regulation shall enter into force on the seventh day following that of its publication in the *Official Journal of the European Union*.

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

Done at Brussels,

For the Council

The President

¹ OJ L 73, 15.3.2001, p. 8.

FISHERIES PARTNERSHIP AGREEMENT

between the Gabonese Republic and the European Community

THE GABONESE REPUBLIC, hereinafter referred to as "Gabon",

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 Gabon, 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 Gabon 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 Gabonese 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 Gabonese waters to ensure the conservation and sustainable exploitation of fisheries resources and develop the Gabonese fisheries sector;
- the conditions governing access by Community fishing vessels to Gabonese waters;
- cooperation on the arrangements for policing fisheries in Gabonese waters 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) "Gabonese authorities" means the Government of Gabon;
- (b) "Community authorities" means the European Commission;
- (c) "Gabonese waters" means the waters over which Gabon 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 Gabon, as specified in Article 9 of this Agreement;
- (g) "transshipment" means the transfer in port or at sea 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 Gabonese waters.

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

1. The Parties hereby undertake to promote responsible fishing in Gabonese waters 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 Gabon 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 Gabonese and/or 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 Gabon shall endeavour to monitor the evolution of resources in the Gabonese 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 within COREP (Regional Fisheries Committee for the Gulf of Guinea (COREP)), or within the competent international organisations, 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 the fisheries in Gabonese waters*

1. Gabon 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 Gabon. The Gabonese authorities shall notify the Commission of any amendments to that legislation
3. Gabon 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 Gabonese 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 Gabon has jurisdiction.

Article 6 – Licences

1. Community vessels may fish in the Gabonese fishing zone only if they are in possession of a fishing licence issued 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 Gabon a financial contribution in accordance with the terms and conditions laid down in the Protocol and Annexes. This single contribution shall be based on two elements, namely:
 - (a) access by Community vessels to Gabonese waters and fisheries resources, and
 - (b) the Community's financial support for promoting responsible fishing and the sustainable exploitation of fisheries resources in Gabonese waters.
2. The element of the financial contribution referred to in paragraph 1(a) above shall be determined in the light of objectives identified by common accord between the Parties in accordance with the Protocol, to be achieved in the context of the sectoral fisheries policy drawn up by the Gabonese Government 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 Gabon, where this is warranted by the results of the annual and multiannual programming observed by both Parties;
- (e) termination of this Agreement under Article 12.
- (f) suspension of the application of this Agreement under Article 13.

*Article 8 – Promoting cooperation
among economic operators and in 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 industrial processing of fisheries 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 Gabonese and Community legislation.

Article 9 – Joint Committee

1. A Joint Committee shall be set up to monitor the application of this Agreement. The Joint Committee shall perform the following functions:
 - (a) monitoring 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 Gabon 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 Gabon.

Article 11 – Duration

This Agreement shall apply for six years from the date of its entry into force; it shall be tacitly renewed for additional periods of six years, 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 the previous paragraph 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 Gabonese waters shall be governed by the applicable law in Gabon, unless otherwise provided in this Agreement, the Protocol and the Annex and Appendices thereto.

Article 16 – Repeal

On the date of its entry into force, this Agreement repeals and replaces the Agreement between the European Community and the Gabonese Republic on fishing off the coast of Gabon which entered into force on 3 December 1998.

However, the Protocol setting out for the period from 3 December 2005 to 2 December 2011 the fishing opportunities and financial contribution provided for in the Fisheries Agreement between the European Community and the Gabonese Republic on fishing off the coast of Gabon shall remain in force during the period referred to in Article 1(1) thereof and shall become an integral part of the present Agreement.

Article 17 – Entry into force

This Agreement, drawn up in duplicate in the Czech, Estonian, Danish, Dutch, English, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Slovak, Slovenian, Spanish 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 the necessary internal procedures to that end.

Protocol setting out the fishing opportunities and financial contribution provided for in the Agreement between the European Community and the Gabonese Republic on fishing off the coast of Gabon for the period from 3 December 2005 to 2 December 2011

Article 1

Period of application and fishing opportunities

1. For a period of six years from 3 December 2005, 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: 24 vessels,
- surface longliners: 16 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 the Gabonese fishing zone only if they are in possession of a fishing licence issued 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 715 000, equivalent to a reference tonnage of 11 000 tonnes per year, and a specific amount of EUR 145 000 per year for the support and implementation of initiatives taken in the context of the Gabonese 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 and 7 of this Protocol.
3. The Community shall pay the sum of the amounts referred to in paragraph 1, i.e. EUR 860 000, each year during the period of application of this Protocol.
4. If the overall quantity of catches by Community vessels in Gabonese waters exceeds 11 000 tonnes per year, the amount of the annual financial contribution (EUR 715 000) 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 1 430 000). 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 September 2006 for the first year and no later than 30 June 2007, 2008, 2009, 2010 and 2011 for the following years.
6. Subject to Article 6, the Gabonese authorities shall have full discretion regarding the use to which this financial contribution is put.
7. The financial contribution shall be paid into account No 47069 X, "Pêche Maritime" (Sea Fisheries) in the name of the Public Treasury of Gabon.

Article 3
Cooperation on responsible fishing – Scientific meeting

1. The Parties hereby undertake to promote responsible fishing in Gabonese 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 Gabonese authorities shall endeavour to monitor the evolution of resources in the Gabonese fishing zone.
3. The Parties undertake to promote cooperation on responsible fishing at subregional level and, in particular, within COREP.
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 Gabon's resources. In this case the financial contribution of EUR 715 000 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 EUR 715 000. Where the quantities caught annually by Community vessels are more than twice 11 000 tonnes (i.e. 22 000 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 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 fishing opportunities*

1. Should Community vessels be interested in fishing activities which are not indicated in Article 1, the Community shall consult Gabon 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 shall encourage exploratory fishing, particularly as regards deep-sea species present in Gabonese waters. To this end, at the request of one of the Parties, they shall consult each other and determine on a case-by-case basis the relevant species, conditions and other parameters.

The Parties shall carry out exploratory fishing in accordance with parameters that shall be agreed by both Parties in an administrative arrangement where appropriate. The authorisations for exploratory fishing should be agreed for a maximum period of six months. If the Parties conclude that the exploratory campaigns have achieved convincing results, the Gabonese Government may allocate fishing opportunities for the new species to the Community fleet, until the expiry of this Protocol. The financial compensation referred to in Article 2(1) of the current Protocol shall be increased in consequence.

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 the Gabonese 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 Gabonese waters

1. Sixty percent (60%) 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 Gabonese Government.

Gabon shall manage the corresponding amount following the identification by mutual agreement between the two Parties, in accordance with the current priorities of Gabonese 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.

2. On a proposal from Gabon and for the purposes of the preceding paragraph, as soon as this Protocol enters into force and no later than three months after that date, the Community and Gabon 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 Gabon 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, Gabon 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 of application of the Protocol thereafter, Gabon 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 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 3, 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 Gabonese authorities shall notify the European Commission of the non-payment. The latter 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 Gabonese 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 Gabonese waters shall be governed by the applicable law in Gabon, unless otherwise provided in the Agreement, this Protocol and the Annex and Appendices hereto.

Article 11
Review clause

During the fourth year of application of this Protocol, the Annex and the Appendices hereto, the Parties may review the provisions of the Protocol, the Annex and the Appendices and, where necessary, make amendments. These amendments may include the reference tonnage and the flat-rate advances paid by shipowners.

Article 12
Repeal

The Annex to the Agreement between the European Community and Gabonese Republic on fishing off the coast of Gabon 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. It shall apply as from 3 December 2005.

ANNEX

**CONDITIONS GOVERNING FISHING ACTIVITIES BY COMMUNITY VESSELS
IN THE GABONESE 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 the Gabonese fishing zone.
2. For a vessel to be eligible, neither the owner, the skipper nor the vessel itself must be prohibited from fishing in Gabon. They must be in order vis-à-vis the Gabonese authorities insofar as they must have fulfilled all prior obligations arising from their fishing activities in Gabon under fisheries agreements concluded with the Community.
3. Any Community vessel applying for a fishing licence may be represented by an agent resident in Gabon. The name and address of that representative shall be stated in the licence application.
4. The relevant Community authorities shall present to the Ministry responsible for fisheries in Gabon an application for each vessel wishing to fish under the Agreement at least 15 working days before the date of commencement of the period of validity requested.
5. Applications shall be submitted to the Ministry responsible for fisheries on a form drawn up in accordance with the specimen in Appendix I.
6. 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.
7. The fee shall be paid into the account specified by the Gabonese authorities in accordance with Article 2(7) of the Protocol.
8. The fees shall include all national and local charges with the exception of port taxes and service charges.
9. Licences for all vessels shall be issued to shipowners or their representatives via the European Commission Delegation to Gabon within 15 working days of receipt of all the documents referred to in point 6 by the Ministry responsible for fisheries in Gabon.

10. If a licence is signed at a time when the European Commission Delegation offices are closed, it may be sent direct to the vessel's agent, with a copy to the Delegation.
11. Licences shall be issued for a specific vessel and shall not be transferable.
12. 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.
13. The owner of the first vessel, or his or her representative, shall return the cancelled licence to the Ministry responsible for fisheries in Gabon via the European Commission Delegation.
14. 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 Gabon. The European Commission Delegation to Gabon shall be informed of the licence transfer.
15. The licence must be held on board at all times, without prejudice to what is laid down in point 2 of Chapter VIII of this Annex.

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 the Gabonese 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 4 550 per tuna seiner, equivalent to the fees due for 130 tonnes of highly migratory species and associated species caught per year;
 - EUR 2 030 per surface longliner, equivalent to the fees due for 58 tonnes of highly migratory species and associated species caught per year.
4. No later than 15 May of each year, the Member States shall notify the European Commission, with a copy to the European Commission Delegation and the Gabonese authorities, of the catch tonnages for 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 30 June 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) and the *Instituto de Investigação das Pescas e do Mar* (IPIMAR) via the European Commission Delegation.

6. This statement shall be sent simultaneously to the Ministry responsible for fisheries in Gabon and to the shipowners.
7. Any additional payments shall be made by the shipowners to the competent Gabonese national authorities by 31 July of year $n + 1$ at the latest, into the account referred to in point 7 of Section 1 of this Chapter.
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.
2. **Zones prohibited to shipping:**

The zones adjacent to oil extraction activities shall be closed to all shipping.

The Ministry responsible for fisheries in the Gabonese Republic shall notify the coordinates of these zones to shipowners when the fishing licence is issued.

The zones closed to shipping shall also be notified for information purposes to the European Commission Delegation in the Gabonese Republic, as shall all changes to these zones, which shall be announced at least two months before enforcement.

CHAPTER III – CATCH REPORTING ARRANGEMENTS

1. For the purposes of this Annex, the duration of a trip by a Community vessel shall be defined as follows:
 - the period elapsing between entering and leaving the Gabonese fishing zone, or
 - the period elapsing between entering the Gabonese fishing zone and a transshipment, or
 - the period elapsing between entering the Gabonese fishing zone and a landing in Gabon.
2. All vessels authorised to fish in Gabonese waters under the Agreement shall be obliged to communicate their catches to the Ministry responsible for fisheries in Gabon 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 communicated as follows:

- 2.1 During an annual period of validity of the licence within the meaning of point 1 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 Ministry responsible for fisheries in Gabon within 45 days following the end of the last trip made during the period. Copies shall be sent at the same time by electronic means or by fax to the flag Member State and the Ministry responsible for fisheries in Gabon.
- 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 Gabonese fishing zone" shall be entered in the logbook in respect of periods during which the vessel is not in the Gabonese fishing zone.
- 2.3 The forms shall be filled in legibly and signed by the skipper of the vessel or by his or her legal representative.
3. Where the provisions set out in this Chapter are not complied with, the Gabonese Government 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 Gabonese legislation. The European Commission and the flag Member State shall be informed thereof.

CHAPTER IV – TRANSHIPMENT AND LANDINGS

The Parties shall cooperate with a view to improving landing or transhipment options in Gabonese ports.

1. Landings:

Community tuna vessels which opt to land their catches in a Gabonese port shall benefit from a reduction of EUR 5 per tonne landed in the fee indicated in point 2 of Section 2 of Chapter 1 of the Annex.

An additional reduction of EUR 5 shall be granted where fisheries products are sold to a Gabonese processing factory.

This mechanism shall apply, for all Community vessels, up to a maximum of 50% of the final statement of catches (as defined in Chapter III of the Annex) from the first year of this Protocol.

2. Detailed rules on checks on the tonnages landed or transhipped shall be laid down at the first meeting of the Joint Committee.
3. Evaluation:

The level of the financial incentives and the maximum percentage of the final statement of catches shall be adjusted within the Joint Committee, in accordance with the socio-economic impact of landings in the year concerned.

CHAPTER V – EMBARKING SEAMEN

1. Owners of tuna vessels 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 third countries 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 third countries 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 seamen from the ACP countries shall be drawn up between the shipowners' representative(s) and the seamen and/or their trade unions or representatives. A copy 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 seamen from the ACP countries shall be paid by the shipowners. They shall be fixed, before licences are issued, by mutual agreement among the shipowners or their representatives. However, the wage conditions granted to local seamen shall not be lower than those applied to Gabonese crews and shall under no circumstances be below ILO standards.
6. All seamen employed aboard Community vessels shall report to the skipper 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 VII – OBSERVERS

1. Vessels authorised to fish in Gabonese waters under the Agreement shall take on board observers appointed by the competent regional fisheries organisation on the terms set out below.
 - 1.1 Community vessels shall take on board an observer appointed by the competent regional organisation in order to check catches made in Gabonese waters.
 - 1.2 The competent regional 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 regional 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 Gabonese 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 regional 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 regional authorities.
4. Observers shall be taken on board at a port chosen by the shipowner at the beginning of the first voyage in Gabonese 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 Gabonese ports and on what dates they intend to take observers on board.
6. Where observers are taken on board in a foreign port, 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 and during 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 Gabonese 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 Gabonese 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 fishing data by radio, including the quantity of catches and by-catches on board.
9. Skippers 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 skipper 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 regional authorities, with a copy to the European Commission. They shall sign it in the presence of the skipper, who may add or cause to be added to it any observations considered relevant, followed by the skipper's signature. A copy of the report shall be handed to the skipper when the 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 regional authorities.

CHAPTER VIII – MONITORING

1. 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 Gabonese authorities responsible for fisheries inspection as soon as it is drawn up and each time it is updated.
2. Community vessels may be included on the list referred to in the previous point upon receipt of notification of the advance payment referred to in point 3 of Section 2 of Chapter I of this Annex. The shipowner may then obtain a certified copy of this list to be kept on board instead of the fishing licence until the licence has been issued.
3. Entering and leaving the zone
 - 3.1 Community vessels shall notify, at least three hours in advance, the Gabonese authorities responsible for fisheries inspection of their intention to enter or leave the Gabonese 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 (+241-76 46 02) or, for vessels not equipped with a fax, by radio (call sign DGPA-6241 MH2) or e-mail (dgpa@internetgabon.com).
 - 3.3 Vessels found to be fishing without having informed the competent Gabonese authority shall be regarded as vessels in breach of the legislation.
 - 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 Skippers of Community fishing vessels engaged in fishing activities in Gabonese waters shall allow and facilitate boarding and the discharge of their duties by any Gabonese 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 has been completed, a certificate shall be issued to the skipper 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 4. These provisions shall enter into force on the tenth day following notification by the Gabonese Government to the European Community Delegation in Gabon of the entry into operation of the Gabonese Fisheries Monitoring Centre (FMC).

6. Boarding
 - 6.1 The competent Gabonese authorities shall inform the flag State and the European Commission, within no more than 24 hours, of all boardings of and penalties imposed on Community vessels in Gabonese 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 Gabonese authorities have drawn up a statement, the skipper of the vessel shall sign it.
 - 7.2 This signature shall not prejudice the rights of the skipper or any defence which he or she may make to the alleged infringement.
 - 7.3 The skipper shall take the vessel to the port indicated by the Gabonese authorities. In the case of minor infringements, the competent Gabonese authorities may authorise the boarded vessel to continue its fishing activities.
8. Consultation meeting in the event of boarding
 - 8.1 Before any measures regarding the skipper 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 Gabonese 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 Gabonese 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 paid by the shipowner into a bank account specified by the competent Gabonese 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 Gabonese 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 Gabonese authorities, pending completion of the legal proceedings.
10. Transshipment
- 10.1 All Community vessels wishing to tranship catches in Gabonese waters shall do so within Gabonese ports.
- 10.2. The owners of such vessels must notify the following information to the competent Gabonese authorities at least 24 hours in advance:
- the names of the transshipping fishing vessels,
 - the names of the cargo vessels,
 - the tonnage by species to be transhipped,
 - the day of transshipment;
- 10.3. Transshipment shall be considered as an exit from the Gabonese fishing zone. Vessels must therefore submit their catch declarations to the competent Gabonese authorities and state whether they intend to continue fishing or leave the Gabonese fishing zone.
- 10.4. Any transshipment of catches not covered above shall be prohibited in the Gabonese fishing zone. Any person infringing this provision shall be liable to the penalties provided for by Gabonese law.
11. Skippers of Community fishing vessels engaged in landing or transshipment operations in a Gabonese port shall allow and facilitate the inspection of such operations by Gabonese inspectors. Once the inspection has been completed in the port, a certificate shall be issued to the skipper 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 the Gabonese fishing zone

Appendix 1

MINISTRY OF FISHERIES

APPLICATION FOR A LICENCE FOR FOREIGN INDUSTRIAL FISHING VESSELS:

1. Name of shipowner:
2. Address of shipowner:
3. Name of representative or agent:
4. Address of shipowner's representative or local agent:
.....
5. Name of skipper:
6. Name of vessel:
7. Registration No:
8. Fax No:
9. E-mail address:
10. Radio code:
11. Date and place of construction:
12. Flag country:
13. Port of registration:
14. Port of fitting out:
15. Overall length:
16. Width of vessel:
17. Gross registered tonnage:
18. Net tonnage:
19. Hold capacity:
20. Cold storage and freezing capacity:
21. Engine type and horse power:
22. Fishing gear:

23. Number of crew:.....
24. Communications equipment:.....
25. Call sign:.....
26. Identification markings:.....
27. Fishing operations to be carried out:
28. Place of landing:.....
29. Fishing zones:.....
30. Species to be caught:
31. Period of validity:
32. Special conditions:.....

Opinion of the Directorate-General for Fisheries and Aquaculture:

Comments of the Ministry responsible for fisheries:

ICCAT LOGBOOK FOR TUNA FISHERY

	Longline
	Live bait
	Purse seine
	Trawl
	Outros (Others)

Notes		
1 – Use one sheet per month, and one line per day.	3 – “Day” refers to the day you set the line.	5 - The last line (landing weight) should be completed only at the end of the trip. Actual weight at the time of unloading should be recorded.
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.

Appendix 3

Provisions applicable to satellite monitoring of Community fishing vessels operating in the Gabonese EEZ and on the basis of the EC/GABON Fisheries Agreement

1. All fishing vessels with an overall length exceeding 15 metres operating under the Fisheries Agreement between the European Community and Gabon shall be tracked by satellite when fishing in the Gabonese EEZ.
2. For the purposes of the satellite tracking, the Gabonese authorities shall communicate to the Community party the latitude and longitude coordinates of the Gabonese EEZ.

The Gabonese authorities shall transmit this information in electronic form, expressed in decimal degrees (WGS 84).

3. The Parties shall exchange information on X.25 addresses and the specifications for electronic data transmission between their Control Centres in accordance with points 5 and 7. Such information shall include the following where they exist: names, telephone, telex and fax numbers, and e-mail addresses (Internet or X.400) which may be used for general communications between Control Centres.
4. The position of vessels shall be determined with a margin of error of less than 500 metres and a confidence interval of 99%.
5. When a vessel which is fishing under the Agreement and is the subject of satellite tracking pursuant to Community legislation enters the Gabonese EEZ, the subsequent position reports (vessel identification, longitude, latitude, course and speed) shall be transmitted immediately by the Control Centre of the flag State to the Gabonese Fisheries Monitoring Centre (FMC) at intervals of no more than two hours. The messages concerned shall be identified as position reports.
6. The messages specified in point 5 shall be transmitted electronically in X.25 format, or any other secure protocol. They shall be communicated in real time in the format set out in the table below.
7. Where the continuous satellite monitoring equipment installed on board a fishing vessel develops a technical fault or breaks down, the skipper of the vessel shall transmit the information specified at 5 to the Control Centre of the flag State and the Gabonese FMC in good time. It will be necessary in those circumstances to send a global position report every eight hours. This global position report shall include the position reports as recorded by the skipper of the vessel on a two-hourly basis in accordance with the requirements laid down in point 5.

The Control Centre of the flag State shall send these messages to the Gabonese FMC. The faulty equipment shall be repaired or replaced within a period of not more than one month. After this deadline, the vessel in question must leave the Gabonese EEZ.

8. The Control Centres of the flag States shall monitor the movements of their vessels in Gabonese waters. If the vessels are not being monitored in accordance with the conditions laid down, the Gabonese FMC shall be informed by the FMC of the flag

State as soon as this is discovered and the procedure laid down in point 7 shall be applicable.

9. If the Gabonese FMC establishes that the flag State FMC is not transmitting the information specified in point 5, the competent departments of the flag State FMC and the European Commission shall be informed immediately.
10. The monitoring data communicated to the other party in accordance with these provisions is intended solely for the purposes of the Gabonese authorities in controlling and monitoring the Community fleet fishing under the Fisheries Agreement between the European Community and Gabon. Such data may not under any circumstances be communicated to other parties.
11. The satellite-tracking system software and hardware components shall be reliable and shall not permit the input or output of false positions or be capable of being manually overridden.

The system shall be fully automatic and operational at all times regardless of environmental and weather conditions. Destroying, damaging, rendering inoperative or tampering with the satellite-tracking system shall be prohibited.

Skippers shall ensure that:

- data are not altered in any way;
 - the antenna or antennas connected to the satellite-tracking equipment are not obstructed;
 - the power supply of the satellite-tracking equipment is not interrupted; and
 - the satellite-tracking equipment is not removed from the vessel.
12. The Parties agree to exchange upon request information on the equipment used for satellite monitoring, in order to ensure that each piece of equipment is fully compatible with the requirements of the other Party for the purposes of these provisions.
 13. Any dispute over the interpretation or application of these provisions shall be the subject of consultation between the Parties within the Joint Committee provided for in Article 9 of the Agreement.
 14. The Parties agree to review these provisions, as appropriate.

COMMUNICATION OF VMS MESSAGES TO GABON

POSITION REPORT

Data Element	Code	Mandatory/ Optional	Comments
Start of record	SR	M	System detail – indicates start of record
Recipient	AD	M	Message detail – recipient. Alpha 3 ISO country code
From	FR	M	Message detail – sender. Alpha 3 ISO country code
Flag State	FS	O	
Type of message	TM	M	Message detail – Message type "POS"
Radio call sign	RC	M	Vessel detail – international radio call sign of vessel
Contracting party internal reference number	IR	O	Vessel detail - unique contracting party number (ISO-3 code of flag State followed by number)
External registration number	XR	M	Vessel detail – number marked on side of vessel
Latitude	LA	M	Vessel position detail – position in degrees and minutes N/S DDMM (WGS-84)
Longitude	LO	M	Vessel position detail – position in degrees and minutes E/W DDMM (WGS-84)
Course	CO	M	Vessel course 360° scale
Speed	SP	M	Vessel speed in tenths of knots
Dates	DA	M	Vessel position detail – date of record of UTC position (YYYYMMDD)
Time	TI	M	Vessel position detail – time of record of UTC position (HHMM)
End of record	ER	M	System detail – indicates end of record

Character set: ISO 8859.1

Each data transmission is structured as follows:

- a double slash (//) and field code indicate the start of the message;
- a single slash (/) separates the field code and the data.

Optional data elements have to be inserted between the start and end of the record.

LIMITS OF THE GABONESE EEZ

COORDINATES OF EEZ

The competent Gabonese authorities shall notify the competent departments of the zones closed to shipping. They undertake to give notification at least one month in advance of any amendment to those prohibited zones.

COORDINATES OF THE GABONESE FMC

Name of FMC:

VMS Tel.:

VMS Fax:

VMS E-mail:

DSPG Tel.:

DSPG Fax:

Address X25 =

Declaration of entries/exits:

LEGISLATIVE FINANCIAL STATEMENT

1. TITLE OF THE PROPOSAL:

Proposal for a Council Regulation on the conclusion of the Fisheries Partnership Agreement between the European Community and the Gabonese Republic, during the period of six years from the entry into force of the Agreement.

2. ABM / ABB FRAMEWORK

11. Fisheries

1103. International Fisheries Agreements

3. BUDGET LINES

3.1. Budget lines:

110301 : International Fisheries Agreements

11010404 : International Fisheries Agreements: administrative costs

3.2 Duration of the action and of the financial impact:

The Protocol to the Fisheries Agreement between the European Community and the Gabonese Republic expired on 2 December 2005. **The new Protocol will be valid for six years commencing on 3 December 2005.**

The Protocol lays down the financial contribution, the categories of and conditions for fishing activities for Community vessels in Gabonese fishing zones.

3.3 Budgetary characteristics (*add rows if necessary*):

Budget line	Type of expenditure		New	EFTA contribution	Contribution from applicant countries	Heading Financial Perspective
11.0301	Comp.	Diff. ²	NO	NO	NO	No 4
11.010404	Comp.	Non-diff. ³	NO	NO	NO	No 4

² Differentiated appropriations.

³ Non-differentiated appropriations.

4. SUMMARY OF RESOURCES

4.1 Financial Resources

4.1.1 Summary of commitment appropriations (CA) and payment appropriations (PA)

(EUR million to four decimal places)

Type of expenditure	Section No		Year n	n + 1	n + 2	n + 3	n + 4	n + 5	Total
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Operational expenditure⁴

Commitment appropriations (CA)	8.1	a min	0.86	0.86	0.86	0.86	0.86	0.86	5.16
		a max	1.43	1.43	1.43	1.43	1.43	1.43	8.58
Payment appropriations (PA)		b min	0.86	0.86	0.86	0.86	0.86	0.86	5.16
		b max	1.43	1.43	1.43	1.43	1.43	1.43	8.58

Administrative expenditure included in reference amount⁵

Technical & administrative assistance (Non-diff.)	8.2.4	(c)						0.04	0.04
---	-------	-----	--	--	--	--	--	------	------

TOTAL REFERENCE AMOUNT

Commitment appropriations		a+c min	0.86	0.86	0.86	0.86	0.86	0.9	5.2
		a+c max	1.43	1.43	1.43	1.43	1.43	1.47	8.62
Payment appropriations		b+c min	0.86	0.86	0.86	0.86	0.86	0.9	5.2
		b+c max	1.43	1.43	1.43	1.43	1.43	1.47	8.62

⁴ Expenditure that does not fall within Chapter 11 01 of the Title 11 concerned.

⁵ Expenditure within Article 11 01 04 of Title 11.

Administrative expenditure not included in reference amount⁶

Human resources and associated expenditure (Non-diff.)	8.2.5	(d)	0.0594	0.0594	0.0594	0.0594	0.0594	0.0594	0.3564
Administrative costs other than human resources and associated expenditure, not included in reference amount (Non-diff.)	8.2.6	(e)	0.0215	0.0215	0.0215	0.0215	0.0215	0.0215	0.129

Total indicative cost of action

TOTAL CA		0.9409	0.9409	0.9409	0.9409	0.9409	0.9809	5.6854
including cost of human resources		1.5109	1.5109	1.5109	1.5109	1.5109	1.5509	9.1054
TOTAL PA		0.9409	0.9409	0.9409	0.9409	0.9409	0.9809	5.6854
including cost of human resources		1.5109	1.5109	1.5109	1.5109	1.5109	1.5509	9.1054

Part-financing details: no part-financing

(EUR million to three decimal places)

Part-financing body		Year n	n + 1	n + 2	n + 3	n + 4	n + 5	Total
	F							
TOTAL CA with part-financing	a+c+d+e+f							

4.1.2 Compatibility with financial programming

- ☒ Proposal compatible with existing financial programming.
- ☐ Proposal will entail programming of the relevant heading in the financial perspective.
- ☐ Proposal may require application of the provisions of the Interinstitutional Agreement⁷ (i.e. flexibility instrument or revision of the financial perspective).

⁶ Expenditure within Chapter 11 01 other than Articles 11 01 04.

⁷ See points 19 and 24 of the Interinstitutional Agreement.

4.1.3 Financial impact on revenue

☒ Proposal has no financial impact on revenue

☐ Financial impact - the effect on revenue is as follows:

Note: All details and observations relating to the method of calculating the effect on revenue should be shown in a separate annex.

(EUR million to one decimal place)

Budget line	Revenue	Prior to action [Year n-1]	Situation following action			
			[Year n]	[n+1]	[n+2]	[n+3]
	a) Revenue in absolute terms					
	b) Change in revenue Δ					

(Please specify each revenue budget line involved, adding the appropriate number of rows to the table if there is an effect on more than one budget line.)

4.2. Human Resources FTE (including officials, temporary and external staff) – see details under point 8.2.1.

Annual requirements	Year n	Year n+1	Year n+2	Year n+3	Year n+4	Year n+5
Total number of human resources	0.55	0.55	0.55	0.55	0.55	0.55

5. CHARACTERISTICS AND OBJECTIVES

5.1 Need to be met in the short or long term

The previous Protocol to the Fisheries Agreement between the European Community and the Gabonese Republic expired on 2 December 2005. The new Protocol covers the period from 3 December 2005 to 2 December 2011.

The main objective of the new Fisheries Partnership Agreement (FPA) is to strengthen cooperation between the European Community and the Gabonese Republic, thereby creating a partnership framework within which to develop a sustainable fisheries policy and sound exploitation of fisheries resources in the Gabonese fishing zone. The main elements of the new Protocol are:

- Fishing opportunities: 24 freezer tuna seiners and 16 surface longliners (a reduction of 37.5% against the previous Protocol) allocated as follows (based on applications by the Member States and the historical rates of utilisation by Member State and by category), i.e.:

- tuna seiners: France: 12, Spain: 12
- surface longliners: Spain: 13, Portugal: 3
- Annual reference tonnage: 11 000 tonnes of tuna
- Annual financial contribution: EUR 860 000
- Advances and fees payable by shipowners: EUR 35 (compared with EUR 25 previously) per tonne of tuna caught in the Gabonese fishery zone. The advances are fixed at EUR 4 550 per year per tuna seiner and EUR 2 030 per year per surface longliner (+75% and +84% respectively).

5.2 Value-added of Community involvement and coherence of the proposal with other financial instruments and possible synergy

Regarding this new FPA, if the Community does not act, then private agreements will spring up which would not guarantee sustainable fisheries. The Community therefore hopes that, thanks to this FPA, the Gabonese Republic will cooperate effectively with the Community in regional bodies such as the International Commission for the Conservation of Atlantic Tunas (ICCAT), in the fight against illegal fishing and for the proper management of stocks of highly migratory species.

5.3. Objectives, expected results and related indicators of the proposal in the context of the ABM framework

The negotiation and conclusion of fishing agreements with third countries meets the general objective of maintaining and safeguarding the traditional fishing activities of the Community fleet, including the distant-water fleet, and developing relations in a spirit of partnership with a view to strengthening the sustainable exploitation of fishery resources outside Community waters, taking account of environmental, social and economic concerns.

The following indicators will be used in the context of the ABM for the purposes of monitoring implementation of the Agreement:

- monitoring the utilisation rate of the fishing opportunities;
- gathering and analysing data on catches and the commercial value of the Agreement;
- contribution to employment and value-added in the Community;
- contribution to stabilising the Community market;
- contribution to the general objectives of reducing poverty in Gabon, including the contribution to employment, development of infrastructure and support for the State budget;
- number of technical meetings and meetings of the Joint Committee.

5.4 Method of implementation (indicative)

Indicate below the method(s)⁸ of implementation chosen.

☒ Centralised Management

☒ Directly by the Commission

☐ indirectly

☐ *Shared or decentralised management*

☐ *Joint management with international organisations (please specify)*

6. MONITORING AND EVALUATION

6.1 Monitoring system

The Commission (DG FISH, in collaboration with the European Commission Delegation in Libreville in Gabon) will ensure regular monitoring of implementation of this extension, particularly in terms of its use by operators and catch data.

6.2 Assessment

A thorough evaluation was carried out on the Protocol currently in force, ending in June 2005, with the assistance of a consortium of independent consultants, with a view to the possible launch of negotiations on a new Protocol.

6.2.1 Ex-ante evaluation

Here is some background information on the value of the previous Protocol (2002-05) drawn from the study of June 2005 (see point 6.2).

Use of the EC/Gabon Fisheries Agreement (number of vessels):

Type of vessel	Fishing opportunities offered	Use 2002/03	Use 2003/04	Use 2004/05 ⁹	Average use
Tuna seiners	38 vessels	79 %	71 %	56 %	69 %
Surface longliners	26 vessels	50 %	35 %	43 %	43 %
Demersal fishing	1200 grt/month	0	0	0	0

In the period 2001-05, catches varied between 4 400 and 11 700 tonnes per year, against a reference tonnage of 10 500 tonnes. The Agreement clearly remains

⁸ If more than one method is indicated, please give details in the "Comments" section under this point.

⁹ Licences already issued at 3 December 2004 for the period from 3 December 2004 to 2 December 2005.

advantageous in that the catch value far exceeds the cost of the Protocol. The average commercial value of the tuna is EUR 800 – EUR 1 000 per tonne.

In addition to the direct commercial value of the catches for the vessels involved the Agreement yields the following manifest benefits:

- guaranteed jobs on board fishing vessels;
- multiplier effect on employment: in ports, auction markets, processing factories, shipyards, service enterprises etc.;
- location of these jobs in regions where there are no other employment possibilities;
- contribution to Community's fish supply.

- Added value of Community involvement:

The existence of a Community Agreement, which imposes a binding regulatory framework on both parties, guarantees the sound management of fish stocks, which is not always the case with private agreements. The Fisheries Agreement also creates jobs for seamen from the European Community and the third country. In addition, this Protocol provides for a financial incentive for landing in Gabonese ports with a view to galvanising the fish-processing structures in Gabon. The Fisheries Agreement guarantees a substantial share of resources to the sectoral fisheries policy in Gabon.

- Risks and alternative options:

There is some risk in setting up a fisheries protocol, for example: the amounts intended to finance the sectoral fisheries policy and shipowners' fees might not be allocated as agreed (fraud), foreign fleets might ignore licences and other controls. In order to avoid these risks, it would be desirable to enhance checks on revenue and expenditure, improve maritime control activities, strengthen satellite monitoring (VMS), finance measures for local fishermen, etc.

6.2.2 Ex-ante estimate of the economic value of the Agreement and the Community's financial contribution

The financial contribution granted by the Community under this new Fisheries Partnership Agreement is a single allocation established on the basis of an annual financial envelope of EUR 860 000 for the 2005-11 Protocol.

6.2.3 Measures taken following an intermediate/ex-post evaluation (lessons learned from similar experiences in the past)

The failure to use the category of demersal fishing, due to the fact that Community vessels preferred to take out private fishing licences rather than licences under the previous Protocol, has led the Community to remove this demersal fishing category from the new FPA and to add the exclusivity clause for licences in the Gabonese EEZ.

The new Agreement no longer contains targeted measures, but does contain overall financial support for implementing initiatives taken in the context of the sectoral fisheries policy drawn up by the Government of Gabon. The Community and the Government of Gabon must agree on a multiannual sectoral programme relating to this financial support (60% of the total financial contribution).

6.2.4 Terms and frequency of future evaluation

Following on from the study finalised in June 2005 (see point 6.2), in order to ensure sustainable fishing in the region, an evaluation of the economic, social and environmental impact will be made each time a protocol is renewed in the future. The indicators listed in point 5.3 will be used to carry out an ex-post evaluation.

7. ANTI-FRAUD MEASURES

The use to which the financial contribution paid by the Community under the Agreement is put is entirely at the discretion of the sovereign third country concerned.

Nevertheless, the Commission undertakes to try and establish permanent political dialogue and cooperation with a view to improving the management of the Protocol extension and strengthening the Community's contribution to the sustainable management of resources.

In any case, any payment which the Commission makes under a fisheries agreement is subject to its standard rules and budgetary and financial procedures. This makes it possible, in particular, to fully identify the bank accounts of the third countries into which the financial contribution is paid.

8. DETAILS OF RESOURCES

8.1 Objectives of the proposal in terms of their financial cost

Commitments (in EUR million to four decimal places)

(Headings of objectives, actions and outputs should be provided)	Type of output	Year n		Year n+1		Year n+2		Year n+3		Year n+4		Year n+5		Total	
		Number of outputs	cost	Number of outputs	Total cost	Number of outputs	Total cost	Number of outputs	Total cost	Number of outputs	Total cost	Number of outputs	Total cost	Number of outputs	Total cost
OPERATIONAL OBJECTIVE No 1: To obtain fishing opportunities in exchange for a financial contribution ¹⁰															
Action 1															
- Output 1	Vessels/licences	40 licences	0.86	40 licences	0.86	40 licences	0.86	40 licences	0.86	40 licences	0.86	40 licences	0.86	240 licences	5.16
	Quota	11 000 t		11 000 t		11 000 t		11 000 t		11 000 t		11 000 t		66 000 t	
	Theoretical maximum	22 000 t	1.43	22 000 t	1.43	22 000 t	1.43	22 000 t	1.43	22 000 t	1.43	22 000 t	1.43	22 000 t	8.58
OPERATIONAL OBJECTIVE															
Action 2															
- Output 1															
TOTAL COST	Min		0.86		0.86		0.86		0.86		0.86		0.86		5.16
	Max		1.43		1.43		1.43		1.43		1.43		1.43		8.58

¹⁰ As described in point 5.3.

8.2 Administrative expenditure

8.2.1 Number and type of human resources

Type of post		Staff to be assigned to management of the action using existing and/or additional resources (number of posts/FTE)					
		Year n	Year n+1	Year n+2	Year n+3	Year n+4	Year n+5
Officials or temporary staff ¹¹ (11 01 01)	A*/AD	0.25	0.25	0.25	0.25	0.25	0.25
	B*, C*/AST	0.3	0.3	0.3	0.3	0.3	0.3
Staff financed ¹² by Art. 11 01 02							
Other staff financed ¹³ by Art. 11 01 04 04							
TOTAL		0.55	0.55	0.55	0.55	0.55	0.55

8.2.2 Description of tasks deriving from the action

- Assisting the negotiator to prepare and conclude the negotiation of fisheries agreements:
 - taking part in negotiations with third countries to conclude fisheries agreements;
 - preparing draft evaluation reports and negotiation strategy notes for the Commissioner;
 - presenting and defending the Commission's position in the Council's "External Fisheries" Working Party;
 - taking part in the search for a compromise with the Member States to be included in the final text of the Agreement.
- Monitoring the implementation of agreements:
 - daily monitoring of fisheries agreements;
 - preparing and checking the commitment and payment of the financial compensation and targeted measures or financing for the development of responsible fishing;

¹¹ Cost of which is NOT covered by the reference amount.

¹² Cost of which is NOT covered by the reference amount.

¹³ Cost of which is included in the reference amount.

- regular reporting on the implementation of agreements;
- evaluating agreements: scientific and technical aspects;
- preparing the draft proposal for a Council regulation and decision and drafting the text of the agreement;
- launching and monitoring adoption procedures.
- Technical assistance:
 - preparing the Commission's position for the Joint Committee.
- Inter-institutional relations
 - representing the Commission before the Council, the European Parliament and the Member States in the negotiation process;
 - writing the replies to oral and written questions from the European Parliament.
- Interdepartmental consultation and coordination:
 - liaising with the other Directorates-General on matters relating to the negotiation and monitoring of agreements;
 - organising and responding to interdepartmental consultations.
- Evaluation:
 - taking part in updating the impact assessment;
 - analysing the achieved objectives and evaluation indicators.

8.2.3 Sources of human resources (statutory)

(When more than one source is stated, please indicate the number of posts originating from each of the sources)

- ☒ Posts currently allocated to the management of the programme to be replaced or extended
- ☐ Posts pre-allocated within the APS/PDB exercise for year 2006
- ☐ Posts to be requested in the next APS/PDB procedure
- ☐ Posts to be redeployed using existing resources within the managing service (internal redeployment)
- ☐ Posts required for year n although not foreseen in the APS/PDB exercise of the year in question

8.2.4 Other administrative expenditure included in reference amount

(11 01 04/05 – Expenditure on administrative management)

(EUR million to three decimal places)

Budget line 11010404 (Number and heading)	Year n	Year n+1	Year n+2	Year n+3	Year n+4	Year n+5	TOTAL
1. Technical and administrative assistance (including related staff costs)							
Executive Agencies ¹⁴							
Other technical and administrative assistance:							
- <i>intra-muros</i>							
- <i>extra muros (1)</i>						0.04	0.04
Total technical and administrative assistance						0.04	0.04

(1) *Ex-post* evaluation of the current Protocol and *ex-ante* evaluation of the future Protocol.

8.2.5 Financial cost of human resources and associated costs not included in the reference amount

(EUR million to four decimal places)

Type of human resources	Year n	Year n+1	Year n+2	Year n+3	Year n+4	Year n+5	TOTAL
Officials and temporary staff (11 01 01)	0.0594	0.0594	0.0594	0.0594	0.0594	0.0594	0.3564
Staff financed by Art. XX 01 02 (auxiliary, END, contract staff, etc.) (specify budget line)							
Total cost of human resources and associated costs (NOT included in the reference amount)	0.0594	0.0594	0.0594	0.0594	0.0594	0.0594	0.3564

Calculation – *Officials and contract staff*

Reference should be made to Point 8.2.1, if applicable

¹⁴ Reference should be made to the specific legislative statement for the Executive Agency/Agencies concerned.

-	1A = EUR 108 000*0.25 = EUR 27 000
	1B = EUR 108 000*0.15 = EUR 16 200
	1C = EUR 108 000*0.15 = EUR 16 200
	Subtotal: EUR 59 400 (EUR 0.0594 million per year)
Total: EUR 59 400 per year (EUR 0.0594 million per year)	

Calculation – *Staff financed under Article XX 01 02*

Reference should be made to Point 8.2.1, if applicable

8.2.6 Other administrative expenditure not included in reference amount

(EUR million to three decimal places)

	Year n	Year n+1	Year n+2	Year n+3	Year n+4	Year n+5	TOTAL
11 01 02 11 01 – Missions	0.020	0.020	0.020	0.020	0.020	0.020	0.12
11 01 02 11 02 – Meetings and conferences	0.0015	0.0015	0.0015	0.0015	0.0015	0.0015	0.009
XX 01 02 11 03 – Committees ¹⁵							
XX 01 02 11 04 – Studies and consultations							
XX 01 02 11 05 – Information systems							
2. Total other management expenditure (XX 01 02 11)							
3. Other expenditure of an administrative nature (specify including reference to budget line)							
Total administrative expenditure, other than human resources and associated costs (NOT included in reference amount)	0.0215	0.0215	0.0215	0.0215	0.0215	0.0215	0.129

¹⁵ Specify the type of committee and the group to which it belongs.