

**AGREEMENT****between the European Economic Community and the Republic of Cape Verde on fishing off the coast of Cape Verde**

THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter referred to as the 'Community', and

THE REPUBLIC OF CAPE VERDE,

hereinafter referred to as 'Cape Verde',

CONSIDERING the spirit of cooperation resulting from the Convention between the African, Caribbean and Pacific countries and the European Economic Community (ACP-EEC Convention) and the joint wish for closer relations between the Community and Cape Verde,

CONSIDERING Cape Verde's desire to promote the rational exploitation of its fishery resources by means of increased cooperation,

RECALLING that, in respect of sea fishing, Cape Verde exercises its sovereign rights or jurisdiction over a zone extending up to 200 nautical miles from its coast,

TAKING INTO ACCOUNT the provisions of the United Nations Convention on the Law of the Sea,

DETERMINED to conduct their fisheries relations in a spirit of mutual trust and respect for each other's interests,

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

HAVE AGREED AS FOLLOWS:

*Article 1*

The purpose of this Agreement is to establish the principles and rules which will govern in future, in all respects, the fishing activities of vessels flying the flags of Member States of the Community, hereinafter referred to as 'Community vessels', in the waters over which Cape Verde has sovereignty or jurisdiction in accordance with the provisions of the United Nations Convention on the Law of the Sea and other provisions of international law, hereinafter referred to as the 'Cape Verde fishing zone'.

*Article 2*

Cape Verde shall permit fishing activities by Community vessels in the Cape Verde fishing zone in accordance with this Agreement.

*Article 3*

1. The Community undertakes to take all necessary steps to ensure that its vessels adhere to the provisions of this Agreement and the laws governing fishing activities in the Cape Verde fishing zone in accordance with the provisions of the United Nations Convention on the Law of the Sea and other provisions of international law.

2. The Cape Verdean authorities shall notify the Commission of the European Communities of any changes to the said laws prior to their application.

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

*Article 4*

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

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

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

*Article 5*

The Parties undertake to coordinate either directly or within international organizations their efforts to ensure the

management and conservation of living resources in the Central East Atlantic, particularly with regard to highly migratory species, and to facilitate the relevant scientific research.

#### Article 6

The masters of the vessels authorized under the terms of this Agreement to fish in the Cape Verde fishing zone shall be obliged to send their statements of catch to the Cape Verdean authorities, with a copy to the Delegation of the Commission of the European Communities in Praia, in accordance with the provisions set out in the Annex.

#### Article 7

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

#### Article 8

If, as a result of the changing stocks situation, the Cape Verdean authorities decide to apply conservation measures affecting the fishing activities of Community vessels, the Parties shall consult each other with a view to adjusting the Annex and the Protocol.

These consultations shall be based on the principle that any reduction of the fishing rights laid down in the said Protocol must entail a proportional reduction in the financial compensation payable by the Community.

#### Article 9

A joint committee shall be set up to ensure that this Agreement is properly applied. The committee shall meet, alternatively in Cape Verde and the Community, at the request of either of the Contracting Parties.

The Parties shall consult each other on any dispute regarding the interpretation or application of this Agreement.

#### Article 10

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

#### Article 11

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

#### Article 12

The Annex and the Protocol to this Agreement form an integral part thereof and, unless otherwise specified, any reference to this Agreement constitutes a reference to them.

#### Article 13

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

2. At the end of the initial period, and subsequently of each two-year period, the Contracting Parties shall enter into negotiations to determine by common agreement what amendments or additions to the Annex or Protocol are required.

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

#### Article 14

This Agreement shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for this purpose.

#### Article 15

This Agreement, drawn up in duplicate in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages, all the texts being equally authentic, shall be deposited in the archives of the General Secretariat of the Council of the European Communities, which shall transmit a certified copy to each of the Contracting Parties.

## ANNEX

CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN THE  
CAPE VERDE FISHING ZONE

## A. Licence application and issuing formalities

1. The relevant Community authorities shall present to the Office of the Secretary of State for Fisheries of Cape Verde, via the Commission Delegation in Cape Verde, an application for each vessel that is to be used for fishing under the Agreement, at least 15 days before the date of commencement of the period of validity requested.

The applications shall be made on the forms provided for that purpose by the Office of the Secretary of State for Fisheries of Cape Verde, a specimen of which is attached hereto (Appendix 1).

2. Each licence application shall be accompanied by proof of payment of the fee for the period of the licence's validity. Payment shall be made into an account opened with a financial institution or any other body designated by the Cape Verdean authorities.

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

3. Licences for all vessels shall be issued by the Office of the Secretary of State for Fisheries of Cape Verde, within 15 days following receipt of proof of payment as laid down in point 2, to the shipowners or their representatives via the Delegation of the Commission of the European Communities in Cape Verde.
4. Licences shall be issued for a specific vessel and shall not be transferable. However, at the request of the Commission of the European Communities, a vessel's licence may, and in the case of *force majeure* shall, be replaced by a new licence for another vessel with features similar to those of the first vessel. The owner of the first vessel shall return the cancelled licence to the Office of the Secretary of State for Fisheries of Cape Verde via the Delegation of the Commission of the European Communities in Cape Verde.

The new licence shall indicate:

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

In this case, no fee as laid down in Article 4 (2) of the Agreement shall be due for unexpired period of validity.

5. The licence must be held on board at all times.
6. The Office of the Secretary of State for Fisheries of Cape Verde shall give notice, before the Agreement enters into force, of the arrangements for payment of the fee, including information on bank accounts and the currencies to be used.

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

1. Licences shall be valid for one year. They shall be renewable.
2. The fee shall be set at ECU 20 per tonne caught within the Cape Verde fishing zone.
3. Licences shall be issued following payment to the Office of the Secretary of State for Fisheries of Cape Verde of a lump sum of ECU 1 500 a year for each tuna seiner and ECU 300 a year for each pole-and-line tuna vessel and surface longliner, equivalent to the fees payable for a catch of:
  - 75 tonnes of tuna per year in the case of seiners,
  - 15 tonnes per year in the case of pole-and-line tuna vessels and surface longliners.
4. The final statement of the fees due for the fishing period shall be drawn up by the Commission of the European Communities at the end of each calendar year on the basis of the catch statements made for each vessel and confirmed by the relevant scientific institutes, including the Institut français de recherche

scientifique et technique d'outre-mer (ORSTOM), the Instituto Español de Oceanografía (IEO) and the Instituto Nacional de Investigación das Pescas (INIP) of Cape Verde.

The statement shall be forwarded simultaneously to the Office of the Secretary of State for Fisheries of Cape Verde and to the shipowners. Any additional payment due shall be made by the shipowners to the Office of the Secretary of State for Fisheries of Cape Verde no later than 30 days after notification of the final statement, to be paid into the account opened with a financial institution or any other body designated by the Cape Verdean authorities.

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

**C. Provisions applicable to licences for other vessels**

1. In the case of bottom longliners, licences shall be valid for three, six or 12 months. The annual fee shall be fixed according to GRT, at the rate of ECU 100 per GRT, in proportion to the duration of the licence.
2. In the case of vessels carrying out experimental cephalopod fishing, the fee shall be set at ECU 60 per GRT per year.

**D. Statement of catch**

1. For tuna seiners, pole-and-line tuna vessels and surface longliners a fishing log shall be kept, in accordance with the model in Appendix 2, for each fishing period spent in the Cape Verde fishing zone. The form must be sent, within 45 days of the end of the fishing voyage spent in the Cape Verde fishing zone, to the Office of the Secretary of State for Fisheries of Cape Verde via the Delegation of the Commission of the European Communities in Cape Verde.
2. Bottom longliners and vessels carrying out experimental cephalopod fishing shall be obliged to notify the Office of the Secretary of State for Fisheries of Cape Verde of their catches using the standard form set out in Appendix 3 via the Delegation of the Commission of the European Communities in Cape Verde. These statements shall be monthly and must be communicated at least once every three months.
3. Forms must be completed legibly and be signed by the master of the vessel.
4. Should these provisions not be adhered to, the relevant Cape Verdean authorities reserve the right to apply, *inter alia*, one or both of the following penalties:
  - suspension of the licence of the offending vessel,
  - imposition of a fine.

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

**E. Landing of catch**

Community tuna vessels shall, wherever possible, contribute towards supplying the Cape Verde tuna canning factories in accordance with their catches in the zone at a price fixed by mutual agreement between the Community shipowners and the Cape Verdean fishing authorities on the basis of current prices on the international market. Payment shall be made in convertible currency.

Moreover, tuna vessels landing their catches in a Cape Verdean port shall, wherever possible, make part of their by-catch available to the fishing authorities of Cape Verde at local market prices.

**F. Signing-on of seamen**

1. Tuna vessel and surface longliner owners shall employ Cape Verdean nationals, subject to the following conditions and limits:
  - for the fleet of tuna seiners, three Cape Verdean seamen shall be signed on during the tuna fishing period in the Cape Verde fishing zone,
  - for the fleet of pole-and-line tuna vessels, eight Cape Verdean seamen shall be signed on during the tuna fishing period in the Cape Verde fishing zone, all of them to be assigned to different vessels,

— for the fleet of surface longliners, two Cape Verdean seamen shall be signed on during the fishing period in the Cape Verde fishing zone, each of them to be assigned to different vessels.

2. The wages of these seamen shall be fixed, before licences are issued, by mutual agreement between the shipowners or their representatives and the relevant Cape Verdean authorities; the wages shall be borne by the shipowners and must include the social contributions to which the seaman is subject (including life assurance and accident and sickness insurance).
3. Should the seamen not be signed on, shipowners shall be obliged to pay a lump sum equivalent to the wages of seamen not signed on.

This sum will be used for the training of seamen in Cape Verde and is to be paid into the account specified by the relevant Cape Verdean authorities.

#### G. Taking on board of observers

1. At the request of the relevant Cape Verdean authorities, vessels of more than 150 GRT shall take on board an observer appointed by the said authorities, whose task shall be to check on catches in the Cape Verde fishing zone. He shall be offered every facility needed to carry out his duties, including access to premises and documents. He must not remain on board any longer than is necessary for the accomplishment of his duties.

The master of the vessel shall facilitate the work of the observer, who shall be accorded the conditions enjoyed by officers of the vessel. The salary and the social contributions of the observer shall be borne by the relevant Cape Verdean authorities.

2. The work of the observer and the conditions under which he is taken on board must not interrupt or hamper fishing activities. The port in which the observer is taken on board shall be determined by mutual agreement between the relevant Cape Verdean authorities and the shipowner or his representative. Should the observer be taken on board in a foreign port, his travelling costs shall be borne by the shipowner. Should a tuna vessel with an observer on board leave the Cape Verde fishing zone, all measures must be taken to ensure the observer's return to Cape Verde as soon as possible at the expense of the shipowner.

#### H. Fishing zones

1. Community vessels may carry out fishing activities in the following zones, determined by reference to the base lines:
  - beyond 12 miles for tuna seiners and surface longliners,
  - beyond six miles for pole-and-line tuna vessels,
  - from the base lines for live bait fishing and for bottom longliners.
2. Cephalopod vessels carrying out experimental fishing shall have access to all the Cape Verde fishing zones.

#### I. Meshes authorized

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

- 16 mm for live bait fishing,
- 40 mm for cephalopods.

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

#### J. Entering and leaving the zone

1. All Community vessels fishing under the Agreement in the Cape Verde zone shall communicate to the Saõ Vicente radio station the date and time and their position when entering and leaving the Cape Verde fishing zone.
2. While fishing in the Cape Verde zone, vessels shall notify their position and their catch to the relevant Cape Verdean authorities every three days via the Saõ Vicente radio station, and give their total catch each time they leave the zone.

3. The call sign and operating frequencies and working hours of the station shall be communicated to the shipowners or their representatives by the Office of the Secretary of State for Fisheries of Cape Verde at the time the licence is issued.
4. In cases where this radio communication cannot be used, vessels may use alternative means, such as telex or telegram.

**K. Port equipment and use of supplies and services**

Community vessels shall, where possible, procure in Cape Verde all supplies and services necessary for their activities. The relevant Cape Verdean authorities shall, in agreement with the shipowners or their representatives, establish the conditions for using port equipment and, if necessary, supplies and services.

**L. Procedure in case of boarding**

1. The Delegation of the Commission of the European Communities in Cape Verde shall be notified within 48 hours of any boarding within the Cape Verde fishing zone of a fishing vessel flying the flag of a Member State of the Community and operating under this Agreement. A brief report of the circumstances and reasons leading to the boarding shall be provided within 72 hours.
2. A meeting shall be held, within 24 hours of receipt of the abovementioned information, between the Delegation of the Commission of the European Communities in Cape Verde, the Office of the Secretary of State for Fisheries of Cape Verde and the inspection authorities, possibly attended by a representative of the Member State concerned, at which the parties shall exchange any relevant documentation or information helping to clarify the circumstances of the established facts. The shipowner or his representative shall be informed of the outcome of the meeting and of any measures resulting from the boarding.
3. A vessel boarded following a fisheries infringement shall be released upon payment of a security, to be fixed in the light of the costs occasioned by the boarding and the amount of fines and compensation to which those responsible for the infringement are liable.

*Appendix 1***OFFICE OF THE SECRETARY OF STATE FOR FISHERIES****Licence application for foreign industrial fishing vessels**

1. Name of shipowner: .....
2. Address of shipowner: .....
3. Name of representative or local agent of shipowner: .....
4. Address of representative or local agent of shipowner: .....
5. Name of master: .....
6. Name of vessel: .....
7. Registration number: .....
8. Date and place of construction: .....
9. Flying the flag of: .....
10. Port of registration: .....
11. Port of rigging: .....
12. Overall length: .....
13. Width: .....
14. Gross tonnage: .....
15. Net tonnage: .....
16. Hold capacity: .....
17. Chilling or freezing capacity: .....
18. Engine type and horse power: .....
19. Type of fishing: .....
20. Crew complement: .....
21. Communication equipment: .....
22. Call sign: .....
23. Dialling signals: .....
24. Fishing operations to be carried out: .....
25. Place for landing catch: .....
26. Fishing zones: .....
27. Species to be caught: .....
28. Period of validity: .....
29. Special conditions: .....

30. Other activities of the applicant in Cape Verde: .....

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**Opinion of the Directorate-General for Fisheries**

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**Office of the Secretary of State for Fisheries**

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