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## Information and Notices

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## I

(Information)

## COMMISSION

**Rate of interest applied by the European Monetary Cooperation Fund for its operations in ecus: 10,50 % for September 1990**Ecu <sup>(1)</sup>

3 September 1990

(90/C 220/01)

Currency amount for one unit:

Belgian and Luxembourg franc	42,3848	Portuguese escudo	182,559
German mark	2,06356	United States dollar	1,30234
Dutch guilder	2,32507	Swiss franc	1,71714
Pound sterling	0,695510	Swedish krona	7,56792
Danish krone	7,89936	Norwegian krone	7,97229
French franc	6,91935	Canadian dollar	1,50356
Italian lira	1535,07	Austrian schilling	14,5198
Irish pound	0,768979	Finnish markka	4,84993
Greek drachma	204,051	Japanese yen	187,342
Spanish peseta	128,645	Australian dollar	1,60190
		New Zealand dollar	2,11935

The Commission has installed a telex with an automatic answering device which gives the conversion rates in a number of currencies. This service is available every day from 3.30 p.m. until 1 p.m. the following day. Users of the service should do as follows:

- call telex number Brussels 23789;
- give their own telex code;
- type the code 'cccc' which puts the automatic system into operation resulting in the transmission of the conversion rates of the ecu;
- the transmission should not be interrupted until the end of the message, which is marked by the code 'ffff'.

*Note:* The Commission also has an automatic telex answering service (No 21791) providing daily data on calculation of monetary compensatory amounts for the purposes of the common agricultural policy.

(<sup>1</sup>) Council Regulation (EEC) No 3180/78 of 18 December 1978 (OJ No L 379, 30. 12. 1978, p. 1), as last amended by Regulation (EEC) No 1971/89 (OJ No L 189, 4. 7. 1984, p. 1).  
 Council Decision 80/1184/EEC of 18 December 1980 (Convention of Lomé) (OJ No L 349, 23. 12. 1980, p. 34).  
 Commission Decision No 3334/80/ECSC of 19 December 1980 (OJ No L 349, 23. 12. 1980, p. 27).  
 Financial Regulation of 16 December 1980 concerning the general budget of the European Communities (OJ No L 345, 20. 12. 1980, p. 23).  
 Council Regulation (EEC) No 3308/80 of 16 December 1980 (OJ No L 345, 20. 12. 1980, p. 1).  
 Decision of the Council of Governors of the European Investment Bank of 13 May 1981 (OJ No L 311, 30. 10. 1981, p. 1).

## II

(Preparatory Acts)

## COMMISSION

**Proposal for a Council Regulation (EEC) on the conclusion of the Agreement between the European Economic Community and the Republic of the Ivory Coast on fishing off the Ivory Coast**

COM(90) 374 final

(Submitted by the Commission on 3 August 1990)

(90/C 220/02)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

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

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

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament,

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

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

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

HAS ADOPTED THIS REGULATION:

*Article 1*

The Agreement between the European Economic Community and the Republic of the Ivory Coast on

fishing off the Ivory Coast is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Regulation.

*Article 2*

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

*Article 3*

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

*Article 4*

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

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

(1) OJ No L 114, 2. 5. 1988, p. 1.

**AGREEMENT****between the European Economic Community and the Republic of the Ivory Coast on fishing off the coast of the Ivory Coast**

THE EUROPEAN ECONOMIC COMMUNITY,  
hereinafter referred to as the 'Community',

and

THE REPUBLIC OF THE IVORY COAST,  
hereinafter referred to as 'the Ivory Coast',

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 the Ivory Coast,

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

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

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

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

HAVE AGREED AS FOLLOWS:

*Article 1*

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

*Article 2*

The Ivory Coast shall permit fishing activities by Community vessels in the Ivory Coast fishing zone in accordance with this Agreement and the conditions laid down in the Annex and the Protocol, which are appended to this Agreement and form an integral part of it.

*Article 3*

1. The Community undertakes to take all necessary steps to ensure that its vessels adhere to the provisions of this Agreement and the laws governing fishing activities in the Ivory Coast 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 Ivory Coast 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 Ivory Coast authorities to regulate fishing in the interests of the rational exploitation of fishery resources shall be based on objective and scientific criteria and shall apply both to Community vessels and to other foreign vessels, without prejudice to agreements concluded between developing countries

within a single geographical region, including reciprocal fisheries agreements.

#### Article 4

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

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

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

#### Article 5

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

#### Article 6

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

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

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

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

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

#### Article 7

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

#### Article 8

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

#### Article 9

If, on the basis of objective, scientific criteria, as a result of the changing stocks situation, the Ivory Coast authorities decide to apply conservation measures affecting the fishing activities of Community vessels, the Parties shall consult each other with a view to adjusting the Annex and the Protocol to the new fishing conditions imposed on these vessels.

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

#### Article 10

A Joint Committee shall be set up.

The Committee shall meet, alternately in the Ivory Coast and the Community, at the request of either of the Contracting Parties.

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

- to permit continuing concertation in matters of mutual interest in relation to this fishing Agreement,

- to examine, on the terms set out in this Agreement, any adjustments to fishing rights granted by the Ivory Coast and to determine the financial compensation granted by the Community,
- to seek an amicable solution to any disagreements between the Parties which could arise from this Agreement.

*Article 11*

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

*Article 12*

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

*For the European Economic Community*

*Article 13*

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

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

*Article 14*

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

*For the Republic of the Ivory Coast*

## ANNEX

**CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN THE IVORY COAST 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 the Ivory Coast, via the Commission Delegation in the Ivory Coast, an application for each vessel wishing to fish under the Agreement, at least 45 days before the date of commencement of the period of validity requested.

The applications shall be made on the forms provided for that purpose by the Ivory Coast, a specimen of which is attached hereto (Appendix 1).

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

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

The authorities of the Ivory Coast shall give notice, before the Agreement enters into force, of the arrangements for payment of the fee, including information on bank accounts.

2. Licences shall be issued for a specific vessel and shall not be transferable. However, at the request of the Commission of the European Communities, a vessel's licence shall, in the case of *force majeure*, be replaced by a new licence for another vessel with characteristics similar to those of the first vessel. The owner of the first vessel shall return the cancelled licence to the Office of the Secretary of State for Fisheries of the Ivory Coast via the Delegation of the Commission of the European Communities in the Ivory Coast.

The new licence shall indicate:

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

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

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

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

1. Licences shall be valid for one year. They shall be renewable.
2. The fee shall be set at ECU 20 per tonne of tuna caught within the Ivory Coast fishing zone.

3. Licences shall be issued following payment of a lump sum of ECU 1 000 a year for each tuna seine and ECU 200 a year for each pole-and-line tuna vessel and surface longliner, equivalent to the fees payable for a catch of:
  - 50 tonnes of tuna per year in the case of seiners,
  - 10 tonnes per year of species caught by pole-and-line tuna vessels and surface longliners.
4. The final statement of the fees due for the fishing period shall be drawn up by the Commission of the European Communities at the end of each calendar year on the basis of the catch statements made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data such as the French Office de la recherche scientifique et technique d'outre-mer (Orstom) and the Instituto Español de Oceanografía (IEO) on the one hand and the Centre de recherche océanographique de Côte d'Ivoire (Ivory Coast oceanographic research centre) on the other. The statement shall be forwarded simultaneously to the sea-fishing services of the Ivory Coast and to the shipowners. Any additional payment due shall be made by the shipowners to the Ivory Coast fishing services no later than 30 days after notification of the final statement.

However, if the amount of the final statement is lower than the abovementioned advance, the resulting balance shall not be reimbursable to the shipowner.
5. The Ivory Coast authorities shall give notice, before the Agreement enters into force, of the arrangements for payment of the fee, including information on bank accounts.

#### C. Provisions applicable to licences for freezer trawlers

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

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

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

#### D. Statements of catch

1. Vessels authorized to fish in the Ivory Coast fishing zone under this Agreement shall send their statements of catch to the sea-fishing services with a copy to the Delegation of the Commission of the European Communities in the Ivory Coast, as follows:
  - (a) Trawlers shall notify their catches using the form given in Appendix 2. These statements shall be monthly and must be communicated at least once every three months.
  - b) For tuna seiners, pole-and-line tuna vessels and surface longliners a fishing log shall be kept, in accordance with the model in Appendix 3 in the case of surface longliners and Appendix 4 in the case of seiners and pole-and-line vessels, for each fishing period spent in the Ivory Coast fishing zone. The form shall either be collected in port by the relevant departments of the Centre de recherche océanographique de Côte d'Ivoire or sent to the same department within 45 days of the end of the fishing trip spent in the Ivory Coast fishing zone.

Forms must be completed legibly and be signed by the master of the vessel.

2. Should these provisions not be adhered to, the Ivory Coast authorities reserve the right to suspend the licence of the offending vessel until the required formality has been complied with. In this case, the Delegation of the Commission of the European Communities in the Ivory Coast shall be informed without delay.



**E. Landing of catches**

Tuna vessels and surface longliners landing their catches in an Ivory Coast port shall, wherever possible, make their by-catches available to Ivory Coast dealers at local market prices.

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

**F. Fishing zones**

1. To protect nurseries and local small-scale fishing activities, Community vessels with licences may not carry out fishing activities as provided in Article 2 of the Agreement in the following zones:
  - up to six nautical miles from the coast in the case of surface longliners, pole-and-line tuna vessels and freezer trawlers,
  - up to the 200-metre isobath in the case of freezer tuna seiners.
2. With a view to any allocations of fishing rights for freezer trawlers applicable from the third year of the application of the Protocol, the fishing zones may be the subject of a re-examination by the Joint Committee.
3. However, pole-and-line tuna vessels fishing for live bait shall be authorized to do so in the prohibited zone defined above to obtain bait strictly within the limits of their own requirements.

**G. Entering and leaving the zone**

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

**H. Authorized mesh sizes**

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

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

**I. Signing-on of seamen**

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

1. Each trawler owner shall undertake to employ:
  - one seaman for vessels under 250 grt,
  - two seamen for vessels over 250 grt.

The owners of tuna vessels and surface longliners shall be responsible for employing Ivory Coast nationals, on the following terms and subject to the following limits:

- for the fleet of tuna seiners, 30 Ivory Coast seamen shall be signed on,
  - for the fleet of pole-and-line tuna vessels, eight Ivory Coast seamen shall be signed on during the tuna fishing period in the Ivory Coast fishing zone, each being assigned to a different vessel,
  - for the fleet of surface longliners, 15 Ivory Coast seamen shall be signed on during the fishing period in the Ivory Coast fishing zone, each being assigned to a different vessel.
2. The wages of these seamen shall be fixed, before licences are issued, by mutual agreement between the shipowners or their representatives and the relevant Ivory Coast authorities; the wages shall be borne by the shipowners and must include the social contributions to which the seaman is subject (including life assurance and accident and sickness insurance).
  3. Should the seamen not be signed on, owners of tuna seiners, pole-and-line tuna vessels and surface longliners shall be obliged to pay a lump sum equivalent to the wages of the seamen not signed on.

This sum will be used for the training of seamen in the Ivory Coast and is to be paid into the account specified by the Ivory Coast fishing authorities.

#### **J. Taking on board of scientific observers**

Any vessel may be requested to take on board a scientific observer appointed by the relevant Ivory Coast authorities.

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

The salary and the social contributions of the observer shall be borne by the relevant Ivory Coast authorities.

#### **K. Inspection and monitoring**

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

#### **L. Seizure and detention of vessels**

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

The circumstances and reasons which led to the seizure or detention shall be brought to the attention of the Delegation of the Commission of the European Communities in the Ivory Coast.

Appendix 1

MINISTRY FOR ANIMAL PRODUCTION  
BP V 84, Abidjan  
(Republic of the Ivory Coast)

REPUBLIC OF THE IVORY COAST  
UNION-DISCIPLINE-WORK

LICENCE APPLICATION FOR SEA FISHING

SECTION A

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

SECTION B

*(To be completed for each vessel)*

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

27. On-board communications equipment:

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

28. Navigation and detection equipment:

Type	Make	Model

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

*Please include:*

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

.....  
(Date of application)

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

*Appendix 2*  
**FREEZER TRAWLERS**  
 (DEMERSAL SPECIES)

Month: \_\_\_\_\_ Year: \_\_\_\_\_

Name of vessel:	
Nationality (flag):	

Engine power:	
Gross tonnage:	

Fishing method:	
Port of landing:	

Date	Fishing area		Number of hours	Number of hours of fishing	Fish species							Total	
	Longitude	Latitude											
1/													
2/													
3/													
4/													
5/													
6/													
7/													
8/													
9/													
10/													
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31/													

# ICCAT LOGBOOK for TUNA FISHERY

Longline  
 Balboat  
 Purse seine  
 Trolling  
 Others

Page 19 of      pages

Boat LEFT: month      day 19 year      port       
 Boat RETURNED: month      day      year      port       
 Number of fishing days or number of sets made:      days

Trip number:     

Date		Area		Effort		Surt Water Temp		L or W		Longitude		Latitude		N or S		Day		Month	
Day	Month	Bluefin tuna Thunnus thynnus or maccoyii	Yellowfin tuna Thunnus albacares	Bigeye tuna Thunnus obesus	Albacore Thunnus alalunga	Swordfish Xiphias gladius	Striped marlin White marlin Ternsternus audax or albidus	Black marlin Makaira Indica	Sailfin Istiophorus albicans or platypterus	Skipjack Katsuwonus pelamis	Miscellaneous fishes		Daily total (in weight Kg only)	Squid	Webster	Others			
											No	Kg					No	Kg	No
01																			
02																			
03																			
04																			
05																			
06																			
07																			
08																			
09																			
10																			
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28																			
29																			
30																			
31																			

Landing weight (in Kg)

Remarks

1. Use one sheet per month and one line per day.  
 2. At the end of each trip forward a copy of the log to your correspondent or to ICCAT General Mails 17 Madrid 1 Spain.  
 3. "Day" refers to the day you set the line.

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

5. The bottom line (landing weight) should be completed only at the end of the trip. Actual weight at the time of unwinning should be recorded.

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



## PROTOCOL

### establishing the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Republic of the Ivory Coast on fishing off the coast of the Ivory Coast

#### *Article 1*

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

- (a) freezer trawlers designed to fish demersal species, taking deepwater crustaceans, cephalopods and demersal fish:

6 300 grt per month, averaged over the year.

During the second year of this Protocol, any distribution between vessels fishing deepwater crustaceans, cephalopods and demersal fish shall be examined by the Joint Committee;

- (b) surface longliners and pole-and-line tuna vessels:

35 vessels;

- (c) tuna seiners:

54 vessels.

#### *Article 2*

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

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

#### *Article 3*

1. For the period referred to in Article 1 the financial compensation referred to in Article 1 shall be ECU 4 million, payable in the following way:

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

2. The compensation shall be paid into an account opened with a financial institution or any other body designated by the Ivory Coast authorities.

3. The use to which this compensation is put shall be the sole responsibility of the Ivory Coast Government.

#### *Article 4*

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

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

2. The competent Ivory Coast authorities shall send the Commission reports on the implementation of these programmes.

3. Part of the sum referred to in 1, but not more than 20 %, may be used to cover contributions by the Ivory Coast to international fisheries organizations.

#### *Article 5*

1. In connection with the training programmes provided for in Article 6, the two Parties agree that improving the skills and knowledge of those involved in sea fishing is a vital element in the success of their cooperation. To that end, the Community shall make it easier for nationals of the Ivory Coast to find places in establishments in its Member States and shall provide for that purpose awards for study and practical training in the various scientific, technical, economic and legal disciplines relating to fisheries.

These awards may also be used in the Ivory Coast or any other country which has a cooperation agreement with the Community.

2. The total cost of the awards may not exceed ECU 500 000. At the request of the Ivory Coast, part of this sum may be used to cover the costs of participation in



international meetings or training courses concerning fisheries.

obligations of the Ivory Coast resulting from the fisheries Agreement shall be suspended.

The sum shall be payable as and when it is used.

*Article 7*

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

*Article 6*

Should the Community fail to make the payments provided for in Articles 3 and 4 of this Protocol, the

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

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## III

(Notices)

## COMMISSION

## Outcome of the invitations to tender (Community food aid)

(90/C 220/03)

as provided for in Article 9 (5) of Commission Regulation (EEC) No 2200/87 of 8 July 1987 laying down general rules for the mobilization in the Community of products to be supplied as Community food aid

(Official Journal of the European Communities No L 204 of 25 July 1987, page 1)

27 and 28 August 1990

Regulation (EEC) No	Action No	Lot	Recipient	Product	Quantity (tonnes)	Delivery stage	Number of tenders	Successful tenderer	Awarded price (ECU/tonne)
2361/90	411-412/90	A	PAM/Equatorial Guinea	LEPv	390	EMB	3	Rumi — Rungis (F)	1 232,00
	413/90	B	PAM/Guyana	LEPv	403	EMB	2	Hoogwegt — Arnhem (NL)	1 257,00
	414-415/90	C	PAM/Brazil	LEPv	344	EMB	4	Rumi — Rungis (F)	1 229,90
	416/90	D	PAM/Brazil	LEPv	528,7	EMB	3	Hoogwegt — Arnhem (NL)	1 249,00
	417/90	E	PAM/Ecuador	LEPv	366	EMB	4	Hoogwegt — Arnhem (NL)	1 239,00
	418/90	F	PAM/Ecuador	LEPv	600	EMB	3	Rumi — Rungis (F)	1 239,90
	418/90	G	PAM/Ecuador	LEPv	659	EMB	3	Hoogwegt — Arnhem (NL)	1 249,00
	419-425/90	H	PAM/...	LEPv	719	EMB	3	Rumi — Rungis (F)	1 241,00
	426/90	I	PAM/Morocco	LEPv	500	EMB	3	Hoogwegt — Arnhem (NL)	1 239,00
	426/90	K	PAM/Morocco	LEPv	500	EMB	3	Hoogwegt — Arnhem (NL)	1 239,00
	426/90	L	PAM/Morocco	LEPv	767	EMB	3	Hoogwegt — Arnhem (NL)	1 249,00
	427/90	M	PAM/Morocco	LEPv	400	EMB	3	Hoogwegt — Arnhem (NL)	1 223,00
	427/90	N	PAM/Morocco	LEPv	483	EMB	3	Hoogwegt — Arnhem (NL)	1 212,00
	410/90	P	PAM/Morocco	LEP	700	EMB	5	C. Van den Bergh — Nijmegen (NL)	1 075,00
	196/90	Q	UNHCR/Mozambique	LEP	50	DEB	8	Francexpa — Paris (F)	1 344,81
	577/90	R	UNHCR/Mozambique	LEP	50	DEST	4	Deutsches Milk Kontor — Hamburg (D)	1 534,00
	578/90	S	UNHCR/Malawi	LEP	150	DEST	4	Deutsches Milk Kontor — Hamburg (D)	1 539,24
	569/90	T	PAM/Yemen	LEPv	567	EMB	3	Hoogwegt — Arnhem (NL)	1 234,00
	570/90	U	PAM/Burundi	LEPv	155	EMB	6	Hoogwegt — Arnhem (NL)	1 212,00
	567/90	V	PAM/Uganda	LEP	500	EMB	5	Hoogwegt — Arnhem (NL)	1 234,00
	627/90	X	PAM/Uganda	LEP	500	EMB	6	Rumi — Rungis (F)	1 220,15
	568/90	Y	PAM/Uganda	LEP	500	EMB	5	C. Van den Bergh — Nijmegen (NL)	1 079,00
	628/90	Z	PAM/Uganda	LEP	500	EMB	5	C. Van den Bergh — Nijmegen (NL)	1 079,00
200/90	AA	UNHCR/Sudan	LEP	330	DEB	6	Hoogwegt — Arnhem (NL)	1 292,00	
188/90	AB	UNHCR/Algeria	LEP	490	DEB	5	Hoogwegt — Arnhem (NL)	1 370,00	
2369/90	866-871/90 875-878/90	1	ONG/...	HCOLZ	450	EMB	5	Cebag — Zwolle (NL)	577,25

BLT: Common wheat  
 FBLT: Common wheat flour  
 CBL: Long grain milled rice  
 CBM: Medium grain milled rice  
 CBR: Round grain milled rice  
 BRI: Broken rice  
 FHAF: Rolled oats  
 MAI: Maize  
 SOR: Sorghum  
 ME: Meslin  
 RIZ: Rice

DUR: Durum wheat  
 FMAI: Maize flour  
 GMAI: Maize groats  
 LENP: Whole milk powder  
 LEP: Skimmed-milk powder  
 LEPv: Vitaminized skimmed-milk powder  
 BO: Butteroil  
 B: Butter  
 SU: Sugar  
 GDU: Durum wheat semolina  
 CT: Tomato concentrate

HOLI: Olive oil  
 HCOLZ: Refined rape or colza oil  
 HPALM: Semi-refined palm oil  
 HTOUR: Refined sunflower oil  
 CB: Corned beef  
 FEQ: Beans (*Vicia faba equina*)  
 RsC: Currants  
 DEB: Free at port of landing — landed  
 DEN: Free at port of landing — ex ship  
 EMB: Free at port of shipment  
 DEST: Free at destination

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