

SUPPLEMENT TO THE PROTOCOL

setting out the fishing opportunities and financial contribution provided for in the agreement between the European Economic Community and the Islamic Republic of Mauritania on fishing off the coast of Mauritania, for the period 15 November 1995 to 31 July 1996

Article 1

From 15 November 1995 to 31 July 1996 further fishing opportunities are hereby granted, pursuant to Article 3 of the Protocol, to cephalopod fishing vessels: 5 250 GRT/month annual average, which may vary by a margin of 5 % above or below that figure, for not more than 18 vessels. Should the figure be exceeded within the 5 % limit the shipowners shall pay the fees for the additional GRT.

Article 2

1. The total financial compensation for the period referred to in Article 1 shall be ECU 7 259 000.
2. The use to which this compensation is put shall be the sole responsibility of Mauritania.
3. The compensation shall be paid into an account opened with a financial institution or any other body designated by Mauritania.

Article 3

Of the amount of total financial compensation provided for in Article 2 (1) Mauritania shall allocate, for the period referred to in Article 1, the sum of ECU 350 000 towards the financing of scientific and technical programmes to improve biological and fishery resource information as regards the Mauritanian fishing zone. This sum shall be made available to Mauritania and the corresponding amounts shall be transferred to the accounts indicated by the Mauritanian authorities (CNROP in Nouadhibou).

The Community reserves the right to request the other contracting party to provide any information that may be useful for scientific purposes.

Article 4

1. Of the amount of total financial compensation provided for in Article 2 (1), Mauritania shall allocate, for the period referred to in Article 1, the sum of ECU 150 000 to study and practical training in the various scientific, technical and economic disciplines relating to fisheries. To this end, the Community shall make it easier for nationals of Mauritania to find places in establishments in its Member States.
2. Part of the amount referred to in paragraph 1 may be allocated to cover the costs of participating in international meetings or training courses on fisheries.

Article 5

Should the Community fail to make the payments provided for in Article 2, Mauritania reserves the right to suspend the application of this Supplement to the Protocol.

Article 6

The Annex to the Agreement between the European Community and Mauritania on fishing off the coast of Mauritania shall be supplemented by the Annex to this Supplement to the Protocol.

Article 7

This Supplement to the Protocol shall enter into force on the date on which it is signed.

It shall apply with effect from 15 November 1995.

ANNEX

CONDITIONS FOR CEPHALOPOD FISHING BETWEEN 15 NOVEMBER 1995 AND 31 JULY 1996 SUPPLEMENTING THOSE SET OUT IN THE ANNEX TO THE PROTOCOL**1. Inspection**

Each vessel concerned will undergo only one inspection in port for the period from 15 November 1995 to 31 July 1996.

2. Replacement of a vessel

Each vessel may be replaced by another of equal or smaller gross registered tonnage subject to the following conditions:

- (a) at least three months after the licence was issued;
- (b) during a given period of three months by reason of *force majeure*.

3. Licence fee and period

- (a) licences shall be issued for periods of three, six or 8,5 months. Three-month licences shall be renewable;
- (b) the fee to be paid by the shipowner shall be ECU 348 per gross registered ton per year. It shall be payable in proportion to the period of the licence.

4. Signing-on of Mauritanian seamen

Each vessel shall employ Mauritanian seamen to make up 35 % of the non-officer crew engaged in manning the vessel or fishing activities, of whom 25 % shall in any circumstances be on board.

In respect of the 10 % who may not be on board, the shipowner shall pay compensation of ECU 200/month per seaman to the Mauritanian authorities at the same time as the licence fee. Such compensation shall be used for the training of Mauritanian fishermen.

5. On-board observers

Each vessel shall take on board not more than one observer, within the 25 % limit of Mauritanian fishermen.

6. Fishing zone

The fishing zone in which Community vessels are permitted shall be identical to that laid down by national regulations for Mauritanian vessels.

7. Authorized mesh size

The minimum authorized mesh size is 70 mm.

8. Special provisions

- (a) Community shipowners shall own the catches in their entirety and be free to decide upon their sale and unloading in the port of their choice. However, the Community and Mauritania will encourage their own operators concerned to establish permanent joint consultation in order to prevent any competition liable to destabilize the market.
- (b) Community vessels are required to abide by Mauritanian regulations in force for the protection of juveniles. However, should any juveniles be caught the shipowner will be liable to a fine of not less than the value of the juvenile specimens caught and marketed by him. Vessels fishing for cephalopods may catch fish and crustaceans and keep them on board.
- (c) The competent Community authorities shall inform the Mauritanian authorities on a case-by-case basis in writing 10 days in advance of inspection visits which they have decided to conduct in a Community port. The Mauritanian authorities shall give five days' notice of their intention to send an observer. The observer should not be sent for a period exceeding 15 days.
To this end the Community will make the necessary arrangements for the Mauritanian authorities to be informed in real time of landings performed by vessels operating in Mauritanian waters.
- (d) Community shipowners shall be free to choose the local agents for their vessels although they must be of Mauritanian nationality.
- (e) The European Union and Mauritania, in their concern for the conservation of resources, shall endeavour to cooperate to strengthen the system for the surveillance of the Mauritanian EEZ.