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Conformément au règlement (CEE, Euratom) n° 354/83 du Conseil du 1er février 1983 concernant l'ouverture au public des archives historiques de la Communauté économique européenne et de la Communauté européenne de l'énergie atomique (JO L 43 du 15.2.1983, p. 1), tel que modifié par le règlement (CE, Euratom) n° 1700/2003 du 22 septembre 2003 (JO L 243 du 27.9.2003, p. 1), ce dossier est ouvert au public. Le cas échéant, les documents classifiés présents dans ce dossier ont été déclassifiés conformément à l'article 5 dudit règlement.

In accordance with Council Regulation (EEC, Euratom) No 354/83 of 1 February 1983 concerning the opening to the public of the historical archives of the European Economic Community and the European Atomic Energy Community (OJ L 43, 15.2.1983, p. 1), as amended by Regulation (EC, Euratom) No 1700/2003 of 22 September 2003 (OJ L 243, 27.9.2003, p. 1), this file is open to the public. Where necessary, classified documents in this file have been declassified in conformity with Article 5 of the aforementioned regulation.

In Übereinstimmung mit der Verordnung (EWG, Euratom) Nr. 354/83 des Rates vom 1. Februar 1983 über die Freigabe der historischen Archive der Europäischen Wirtschaftsgemeinschaft und der Europäischen Atomgemeinschaft (ABl. L 43 vom 15.2.1983, S. 1), geändert durch die Verordnung (EG, Euratom) Nr. 1700/2003 vom 22. September 2003 (ABl. L 243 vom 27.9.2003, S. 1), ist diese Datei der Öffentlichkeit zugänglich. Soweit erforderlich, wurden die Verschlussachen in dieser Datei in Übereinstimmung mit Artikel 5 der genannten Verordnung freigegeben.

COMMISSION OF THE EUROPEAN COMMUNITIES

COM(82) 599 final

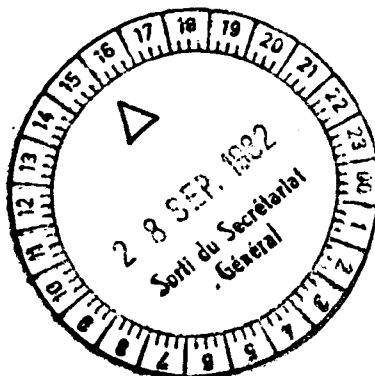
Brussels, 24 September 1982

Proposal for a COUNCIL REGULATION (EEC)

concerning the conclusion of the Agreement between the Government
of the Revolutionary People's Republic of Guinea and the
European Economic Community on fishing off the Guinean coast

(submitted to the Council by the Commission)

COM(82) 599 final



EXPLANATORY MEMORANDUM

1. By its Decision of 29 September 1981 the Council authorized the Commission to open and continue negotiations for a fishery agreement with certain countries on the Atlantic coast of Africa, including Guinea.
2. The negotiations between Guinea and the Commission of the European Communities for the conclusion of a fishery agreement ended on 10 August 1982. The text of the Agreement was initialled by His Excellency Mr Ibrahim FOFANA Minister of Agriculture and Fisheries of the Revolutionary People's Republic of Guinea, and Mr. Raymond SIMONNET, Director in the Directorate-General for Fisheries of the Commission of the European Communities. The Agreement is valid for three years, with a tacit renewal clause.

The Agreement is the third fisheries agreement to be negotiated with a developing country, after those with Senegal and Guinea-Bissau. It governs fishery relations between the Community and Guinea.

3. The Protocol to the Agreement stipulates the number of Community vessels and the conditions under which they may engage in fishing activities inside Guinea's 200-mile fishing zone. To this end, the Guinean authorities will issued licences in return for the payment of 100 ECU per GRT per year by shipowners. Alternatively, the latter may pay in kind by landing part of their catches in Conakry. Within the limits set out in Exchange of Letters No 1 annexed to the Agreement, they will have to employ Guinean seamen on board their vessels.

The Protocole also makes provision for financial compensation from the Community, set at 2 100 000 ECU for the duration of the Agreement (three years). This non-refundable compensation is designed to finance projects and services launched by Guinea in connection with sea fishing. The compensation is in addition to the financial assistance Guinea receives and will continue to receive under the Conventions between the European Economic Community and ACP countries.

In addition to the compensation there is a scientific programme to improve knowledge of Guinea's fishery resources.

Lastly, it has been agreed that the Community will provide study and training grants for Guinean nationals in the various areas of the fishing industry (see Annex I, Section E).

4. Parliament declared itself in favour of the EEC-Senegal fisheries agreement in its November 1979 session, while expressing its wish that the Commission do its utmost to arrive as soon as possible at the conclusion of similar agreements with other African countries concerned. This Agreement is fully in line with the wish expressed by Parliament.

5. In the light of the foregoing, the Commission

- (i) recommends that the Council, at its next meeting, authorize its President to designate the persons empowered to sign this Agreement ;
- (ii) proposes that the Council, after consulting Parliament, approve the outcome of the negotiations by adopting the attached proposal for a Regulation approving the Agreement.

Article 2

The President of the Council shall give the notification provided for in Article 16 of the Agreement (1).

Article 3

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

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

Done at Brussels,

For the Council
The President

(1) The date of entry into force of the Agreement will be published in the Official Journal of the European Communities by the General Secretariat of the Council.

FINANCIAL STATEMENT

Date : 11 August 1982

1. BUDGET HEADING : 422 (1983 : 322)

APPROPRIATIONS : see observations

2. TITLE : Agreement between the Government of the Revolutionary People's Republic of Guinea and the European Economic Community on fishing off the Guinean coast

3. LEGAL BASIS : Article 43

4. AIMS OF PROJECT : To provide Community fishermen with fishing opportunities in Guinea waters.

5. FINANCIAL IMPLICATIONS

5.0 EXPENDITURE

- CHARGED TO THE EC BUDGET (REFUNDS/INTERVENTIONS)

- NATIONAL ADMINISTRATION

- OTHER

5.1 RECEIPTS

- COMM. RESOURCES OF THE EC (LEVIES/CUSTOMS DUTIES)

- NATIONAL

PERIOD OF 12 MONTHS

CURRENT FINANCIAL YEAR

(1982)

FOLLOWING FINANCIAL YEAR

(1983)

.....1982

.....1983...

....1984.....

.....

5.0.1 ESTIMATED EXPENDITURE

ECU

900 000

750 000

750 000

5.1.1 ESTIMATED RECEIPTS

5.2 METHOD OF CALCULATION

Amount specified in Articles 2 and 5 of the Protocol to the Agreement and training grants under Section E of Annex I to the Agreement.

6.0 CAN THE PROJECT BE FINANCED FROM APPROPRIATIONS ENTERED IN THE RELEVANT CHAPTER OF THE CURRENT BUDGET ?

YES ☒ NO

6.1 CAN THE PROJECT BE FINANCED BY TRANSFER BETWEEN CHAPTERS OF THE CURRENT BUDGET ?

YES ☒ NO

6.2 WILL A SUPPLEMENTARY BUDGET BE NECESSARY ?

YES ☐ NO ☒

6.3 WILL FUTURE BUDGET APPROPRIATIONS BE NECESSARY ?

YES ☒ NO

OBSERVATIONS : Item 6 : currently entered under Article 422 : 5 800 000 ECU for the Agreements with Senegal and Guinea-Bissau.

Provisional use of this appropriation for the Agreement with Guinea will necessitate a transfer from the 3 700 000 ECU reserve entered for that purpose in Chapter 100.

Brussels, 10 August 1982

DRAFT

AGREEMENT BETWEEN THE GOVERNMENT OF
THE REVOLUTIONARY PEOPLE'S REPUBLIC
OF GUINEA AND THE EUROPEAN ECONOMIC
COMMUNITY ON FISHING OFF THE GUINEAN COAST

The Government of the Revolutionary People's Republic of Guinea and the European Economic Community, hereinafter referred to as the "Community",

Considering the spirit of co-operation resulting from the Lomé Convention and the good co-operative relations between the Revolutionary People's Republic of Guinea and the Community,

Considering the Guinean Government's desire to promote the rational exploitation of its fishery resources by means of fair co-operation,

Whereas in respect of sea fishing, the Revolutionary People's Republic of Guinea exercises its sovereignty or jurisdiction over a zone extending up to two hundred nautical miles from its coast,

Taking into account the work of the Third United Nations Conference on the Law of the Sea,

Recognizing that the exercise by coastal States of their sovereign rights in the waters within their jurisdiction for the purposes of exploring, exploiting, conserving and managing the living resources thereof takes account of the principles of international law,

Determined to conduct their relations in a spirit of mutual trust and respect for each other's interests in the sphere of sea fishing,

Desirous of establishing the terms and conditions governing fishing activities of common interest to both parties,

HAVE AGREED AS FOLLOWS :

Article 1

The purpose of this Agreement is to establish the principles and rules which will in future govern, 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 the Revolutionary People's Republic of Guinea has sovereignty or jurisdiction in respect of fisheries, hereinafter referred to as "Guinea's fishing zone".

Article 2

The Government of the Revolutionary People's Republic of Guinea shall permit fishing activities by Community vessels in Guinea's fishing zone in accordance with this Agreement, and in particular Annex I thereto.

Article 3

1. The Community undertakes to take all appropriate steps to ensure that its vessels adhere to the provisions of this Agreement and the rules and regulations governing fishing activities in Guinea's fishing zone.
2. The Guinean authorities shall notify the Commission of the European Communities in advance of any changes to the said rules and regulations.

Article 4

1. Fishing activities in Guinea's fishing zone may be carried out only by Community vessels in possession of a licence issued at the Community's request by the Guinean authorities.
2. The Guinean authorities will issue fishing licences within the limits laid down by category of vessel in the Protocol referred to in Article 8 of this Agreement.
3. Licences shall be valid in the zones specified according to the nature of the activity and the type of vessel concerned.

4. Licences shall be valid, on application by the shipowner, for periods of whole months up to twelve months.
5. Each licence shall be issued for a given vessel and shall not be transferable.
6. At the Community's request, notably in cases of force majeure, the fishing licence for a given vessel may be replaced by a licence for another vessel, the specifications of which do not exceed those of the original vessel.

Article 5

1. Licences shall be issued by the authorities of the Revolutionary People's Republic of Guinea upon payment of a fee by the shipowner concerned.
2. The amount of the fee and the methods of payment are given in Annex I to this Agreement.
3. The fee for a licence issued pursuant to Article 4 (1) shall be set in proportion to the period for which the licence is valid.

Article 6

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

Article 7

Vessels authorized to fish in Guinean waters under this Agreement shall be obliged to forward to Guinea's Directorate-General for Fisheries full statistics concerning catches, including rejects, in accordance with the form given in Annex II.

Article 8

In return for the fishing opportunities accorded under this Agreement, the Community shall pay the Revolutionary People's Republic of Guinea compensation as set out in the Protocol to this Agreement.

This compensation, which shall be paid without prejudice to financing accorded to the Revolutionary People's Republic of Guinea under the Convention of Lomé, shall be mobilized in accordance with the special procedure described in the said Protocol.

The compensation shall be used to finance projects and services relating to fishing.

Article 9

The Parties agree to examine any dispute resulting from the interpretation or application of this Agreement in the most objective and conciliatory spirit, with a view to resolving it.

Article 10

A Joint Committee shall be set up to ensure that this Agreement is applied correctly.

The Committee shall meet once a year, alternating between the Revolutionary People's Republic of Guinea and the Community, and shall hold special meetings at the request of either Contracting Party.

Article 11

Should the Guinean authorities decide, as a result of an unforeseeable change in the state of the fish stocks, to take new conservation measures which, in the opinion of the Community, have a considerable effect on the fishing activities of Community vessels, consultations must be held between the Parties in order to adapt Annex I referred to in Article 5 and the Protocol referred to in Article 8.

Such consultations shall be based on the principle that any reduction in the fishing opportunities provided for in the said Protocol shall be offset by other fishing opportunities of equivalent value, account being taken of compensation already paid by the Community.

Article 12

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

Article 13

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

Article 14

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

Article 15

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 three-year period, it shall remain in force for further periods of one year, unless denounced by notice given at least three months before the end of each such one-year period.

In that event the contracting parties shall enter into negotiations to determine by common agreement what amendments or additions to the Annex or Protocol are required.

Article 16

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.

Done at ,

This agreement is in duplicate in the Danish, Dutch, English, French, Greek, German and Italian languages, each of these texts being equally authentic.

CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES IN GUINEA'S FISHING ZONE
BY COMMUNITY VESSELS

A. Issue of fishing licences

I. The relevant Community authorities must present to the Guinean authorities (Ministry of Agriculture and Fisheries) an application in accordance with the specimen attached to this Annex for each vessel that wishes to fish under the Agreement.

II. Provisions for trawlers and shrimp boats

1. Before receiving his licence the captain must present his vessel at the port of Conakry, submit her to inspection to comply with the requirements in force, listed in the annex hereto, and arrange to be represented by a factor designated by the Ministry of Agriculture and Fisheries.

2. The licence fees shall be equivalent to the following annual amounts :

(a) 100 ECU/GRT or

(b) 80 t (1) of fish landed in a Guinean port, or

(c) 70 ECU/GRT and 30 % of the quantities specified under (b) for trawlers

(d) 120 ECU/GRT for shrimp boats taking mixed catches including over 30 % of shrimps by weight.

The chosen fee is indicated by the shipowner when introducing his licence application.

3. Deliveries of fish shall be made according to a programme established when the licences are delivered, at least every other month, each delivery being declared to the Guinean authorities at least five days in advance.

./.

(1) Quantity applicable to a vessel of 200-400 GRT
Larger vessels will land 100 T
Smaller vessels will land 60 T

4. The fees shall be paid on a pro rata basis relating to the period of validity of the licence.

5. Fees fixed in ECU shall be paid in the currency indicated by the Guinean authorities, in one instalment at the time of the handing over of the licence at the latest.

III. Provisions applicable to tuna boats

1. The fees shall be set at 20 ECU per tonne caught in Guinea's fishing zone.

2. The licences shall be handed over after payment for the whole of the tuna fleet of an overall lump sum equivalent to the fee for a catch of 500 tonnes of tuna per year and the provision of a banker's guarantee covering payment of any additional sums due in respect of annual catches in excess of the abovementioned quantity. The quantities caught shall be determined in accordance with the statistics established by the International Commission for the Conversation of Atlantic Tunas (ICCAT).

B. Fishing zones

The fishing zones accessible to Community vessels shall comprise all the waters under Guinean jurisdiction beyond

- (a) three nautical miles as regards shrimp boats not exceeding 135 gross registered tonnes ;
- (b) six nautical miles as regards shrimp boats exceeding 135 gross registered tonnes ;
- (c) fifteen nautical miles as regards trawlers.

C. Meshes authorized

The mesh authorized for the trawl body (mesh fully extended) shall be,

- (a) 60 mm for trawlers ;
- (b) 25 mm for shrimp boats.

These mesh sizes apply under Guinean regulations to all ships flying the Guinean or any other flag and may be changed in the light of recommendations formulated by international scientific organisations.

D. Penalties

Infringements shall be penalized as follows :

- (a) payment of a fine of 50 000 ECU to 75 000 ECU for non-compliance with mesh size or fishing zones;
- (b) suspension of fishing licence for failure to supply fishing statistics;
- (c) payment of a fine of 1 000 ECU per tonne of fish not landed.

E. Training grants

The two Parties agree that an essential condition for the success of their co-operation is that the competence of persons engaged in fishing should be improved.

To this end, the European Economic Community shall make it easier for nationals of Guinea to find places in establishments in its Member States or the ACP States and shall provide six three-year study and training grants for that purpose in the various scientific, technical and economic subjects connected with fisheries.

DIRECTORATE-GENERAL OF
SEA AND RIVER FISHERIES

LABOUR-JUSTICE-SOLIDATIRY

PARTICULARS TO BE FURNISHED IN SUPPORT
OF AN APPLICATION FOR A FISHING LICENCE

APPLICANT

Name :
Occupation or style of firm :
Registered office :
Subscribed capital :
Annual turnover :
Bank :
Address :

Vessels for which licence is sought :

VESSEL

Name :

Registration No. :

Call sign :

Date and place of construction :

Nationality (flag) :

Lenght : (i) o.a.

(ii) : b.p.

Breadth : (i) o.a.

(ii) : moulded breadth

Gross registered tonnage :

Net registered tonnage :

Engine type and rating :

Crew :

Type of fishing :

A. Trawling :

Length of trawl :

Opening :

Mesh size in the body :

Mesh size in the wings :

B. Sardine fishing :

Lenght of net :

Depth of net :

C. Tuna fishing :

Number of lines :

Lenght of net :

Number of bait tanks :

Volume of bait tanks :

Live baits :

Purse seine :

Is the vessel a freezer vessel ?

If so, state :

- Total refrigerating power :
- Freezing capacity :
- Storage capacity :

Technical remarks and opinion of the Director of Fisheries :

Authorization of the Minister of Agriculture and Fisheries :

Approved :

No. of licence issued :

Validity :

Date :

STATEMENT OF CATCH

(EEC-GUINEA FISHERY AGREEMENT)

Month :

Year :

Name of vessel: Fishing method : Engine rating :
Nationality : Port of Landing : Gross tonnage :
Company : Factor : Licence No :

Date	FISHING ZONE		Number of fishing hours	SPECIES OF FISH (kg)				Totals	Comments
	Longit.	Latit.					Other		
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
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16									
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21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
TOTALS									

P R O T O C O L

defining the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Revolutionary People's Republic of Guinea

Article 1

The fishing rights provided for in Article 2 of the Agreement are :

1. for trawlers and shrimp boats 3 000 GRT as a yearly average, not exceeding 25 permits at any one time;
2. 25 ocean-going freezer tuna boats (average GRT 900 tonnes)
3. 25 wet tuna liners (average GRT 130 tonnes)

Article 2

The compensation referred to in Article 8 of the Agreement shall be set for the lifetime of the Agreement at 2 100 000 ECU, one third of that sum to be mobilized for each year of application of the Agreement.

Article 3

The fishing rights referred to in Article 1(1) may be increased to a maximum of 5 000 GRT at the Community's request.

In that event the compensation referred to in Article 2 shall be increased in proportion for the period concerned.

Article 4

1. The use to which the compensation is put shall be determined exclusively by the Revolutionary People's Republic of Guinea.
2. The compensation shall be paid into an account opened with a financial institution or to another recipient, as designated by the Government of the Revolutionary People's Republic of Guinea.

Article 5

The Community shall also contribute to the financing of a Guinean scientific programme designed to improve knowledge of the fishery resources of the fishing zone of the Revolutionary People's Republic of Guinea, the contribution not to exceed 200 000 ECU for the initial three-year Agreement period.

Article 6

If the European Economic Community fails to comply with the undertakings given in this Protocol, the Agreement on fishing may be suspended.

Exchange of letters

From the Head of the Delegation of
the Revolutionary People's
Republic of Guinea

To the Head of the Community Delegation

Sir,

With reference to the Agreement between the Revolutionary People's Republic of Guinea and the European Economic Community which was signed today, I have the honour to remind you that my Government gave its approval for the signing of the Agreement on the understanding that shipowners granted licences under the Agreement will assist in the practical training of Guinean nationals on the terms outlined below :

1. One quarter of the crew of each trawler over 200 tonnes GRT, including a crew member responsible for supervising fishing activities, shall consist of Guinean seamen.
2. Trawlers of 200 GRT or less must take on board at least one Guinean seaman.
3. The ocean-going tuna fleet shall have two Guinean seamen on board on a permanent basis.

The wet tuna fleet must take on eight Guinean seamen for the tuna fishing season in Guinean waters, each vessel to take on no more than one such seaman.

Such obligations may be discharged by payment of an annual lump sum equivalent to the wages of the seamen ; the said sum will be used to train Guinean seamen.

The wages and other remuneration of the seamen shall be paid by the shipowner.

My Government wishes the Joint Committee referred to in Article 10 of the Agreement to study the question of the shipowners' contribution to the training of Guinean nationals.

I should be obliged if you would acknowledge receipt of this letter.

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

From the Head of the
Community Delegation

to the Head of the Delegation of
the Revolutionary People's Republic
of Guinea

Sir,

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

"

"

I have the honour to inform you that the Community will publish
the letter so that it is brought to the attention of the shipowners
concerned, and agrees that the terms of the shipowners' contribution
to training shall be studied by the Joint Committee.

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

Letter from the Head of the Delegation
of the Revolutionary People's
Republic of Guinea

To the Head of the European Community
Delegation

Sir,

I refer to the Agreement we signed today on fishing by Community boats off the Guinean coast, and in particular to point II.1. in Annex I to the said Agreement.

I have the honour to inform you that my Government has designated the Société Nationale SOGUIPECHE to provide factoring facilities for Community vessels fishing in Guinea under our Agreement.

SOGUIPECHE, which shipowners can contact at the address given below, has experience in most aspects of sea fishing and can provide Community vessels with all the services they will require for their activities in Guinean waters (assistance in port and at sea, transport for seamen, the provisioning of vessels as far as the availability of supplies permits, etc...).

It is also well placed to facilitate financial transactions arising from the activities of Community vessels in Guinean waters, including payment of the wages of Guinean seamen working on board Community vessels and payment of various fees.

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Community shipowners can contact the company at the following address for further details of services :

SOGUIPECHE

Boîte postale 1203 - Conakry

Revolutionary People's Republic of Guinea

Telex : 775 S G P

2153 PECHEL

Telephone : 44-29-88

44-29-90

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

For the Head of the Guinean Delegation
The Guinean Ambassador to the European
Communities

(signed)