

Proposal for a Council Regulation on the conclusion of the Protocol setting out, for the period 1 July 2000 to 30 June 2003, the fishing opportunities and financial contribution provided for in the Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire

(2001/C 62 E/03)

COM(2000) 629 final — 2000/0257(CNS)

(Submitted by the Commission on 9 October 2000)

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 (3), thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament,

Whereas:

(1) Pursuant to the Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire, the two parties conducted negotiations to determine the amendments or additions to be made to the Agreement at the end of the period of application of the Protocol annexed thereto⁽¹⁾.

(2) As a result of those negotiations, a new Protocol setting out, for the period 1 July 2000 to 30 June 2003, the fishing opportunities and financial contribution provided for in the above Agreement was initialled on 26 May 2000.

(3) It is in the Community's interests to approve that Protocol.

(4) The method of allocating the fishing opportunities among the Member States should be defined on the basis of the traditional allocation of fishing opportunities under the Fisheries Agreement,

HAS ADOPTED THIS REGULATION:

Article 1

The Protocol setting out, for the period 1 July 2000 to 30 June 2003, the fishing opportunities and financial contribution provided for in the Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire is hereby approved on behalf of the Community.

The text of the Protocol is attached to this Regulation.

Article 2

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

(a) demersal species:

Spain: 600 GRT

(b) tuna fishing:

France: 25 vessels

Spain: 41 vessels

Portugal: 5 vessels

If licence applications from these Member States do not exhaust the fishing opportunities set out in the Protocol, the Commission may consider licence applications from any other Member State.

Article 3

The President of the Council is hereby authorised to designate the persons empowered to sign the Protocol 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 Communities*.

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

⁽¹⁾ OJ L 379, 31.12.1990.

PROTOCOL

setting out, for the period 1 July 2000 to 30 June 2003, the fishing opportunities and financial contribution provided for in the Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire

Article 1

From 1 July 2000 and for a period of three years, fishing opportunities pursuant to Article 2 of the Agreement shall be as follows:

- (a) freezer trawlers designed to fish demersal species, taking deepwater crustaceans, cephalopods and demersal fish: an annual average of 600 gross registered tonnes (GRT) per month;
- (b) pole-and-line tuna vessels: 12 vessels;
- (c) surface longliners: 20 vessels;
- (d) tuna seiners: 39 vessels.

Article 2

The fishing opportunities referred to in Article 1 may be increased by mutual agreement at the request of the Community if they do not thereby compromise the rational exploitation of the resources of Côte d'Ivoire.

In this case the financial compensation referred to in Article 3(1) shall be increased proportionately and pro rata temporis.

Article 3

1. The financial contribution for the fishing opportunities laid down in Article 1 shall be EUR 957 500 per year (EUR 275 000 as financial compensation and EUR 682 500 for the measures provided for in Article 4 of this Protocol).
2. The financial contribution for tuna fishing shall cover a catch of 8 500 tonnes a year in Côte d'Ivoire waters. If the tuna caught by Community vessels in the Côte d'Ivoire fishing zone exceeds this weight, the amount referred to above shall be proportionately increased.
3. The annual financial compensation shall be payable by 31 December each year of the Protocol at the latest. Côte d'Ivoire shall have full discretion regarding the use to which this financial compensation is put.
4. The financial compensation shall be paid into the Public Treasury account No . . . with the Caisse autonome d'amortissement (CAA).

Article 4

The measures set out below shall be financed from the financial contribution provided for in Article 3(1), to the amount of EUR 682 500 per year, broken down as follows:

1. scientific programmes to promote better understanding of fishery and biological resources in the Côte d'Ivoire fishing zone: EUR 90 000
2. technical programmes: EUR 250 000
3. support for fisheries surveillance bodies: EUR 100 000
4. aid for the fisheries ministry for drawing up fisheries and aquaculture development policies and strategies: EUR 50 000
5. institutional support to the administrative department responsible for fisheries: EUR 110 000
6. awards for study, practical training and seminars in the various scientific, technical and economic disciplines relating to fisheries and costs of participation in international meetings on fisheries: EUR 50 000
7. contribution to international organisations: EUR 32 500.

The measures and the annual amounts allocated thereto shall be decided on by the fisheries ministry, which shall inform the Commission thereof.

The annual amounts shall be made available to the bodies concerned not later than 31 December each year and paid into the bank accounts of the competent Côte d'Ivoire authorities specified by the fisheries ministry according to the schedule for their use.

The Ministry responsible for fisheries shall transmit a detailed report on the implementation of these measures and the results achieved to the Delegation of the European Commission, not later than four months after the anniversary date of the Protocol. The Commission may ask the fisheries ministry for any additional information on the results and, after consultation with the Côte d'Ivoire authorities, to reconsider the payments concerned should the measures not be implemented.

Article 5

Should the Community fail to make the payments provided for under Articles 3 and 4 of this Protocol, the obligations of Côte d'Ivoire resulting from the Fisheries Agreement may be suspended.

Article 6

1. Where force majeure prevents fishing activities in the Côte d'Ivoire fishing zone, the Community may suspend payment of the financial contribution following prior consultations, where possible, between the two parties.

2. Payment of the financial contribution shall recommence once the situation returns to normal and following consultation between the two parties confirming that the situation is likely to allow a return to normal fishing activities.

Article 7

The Annex to the Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire shall be replaced by the Annex to this Protocol.

Article 8

This Protocol shall enter into force on the date of its signing.

It shall apply from 1 July 2000.

ANNEX

Conditions for the exercise of fishing activities by Community vessels in the Côte d'Ivoire fishing zone

A. LICENCE APPLICATION AND ISSUING FORMALITIES

The relevant Community authorities shall present to the Côte d'Ivoire fisheries ministry, via the Delegation of the Commission of the European Communities in Côte d'Ivoire, an application for each vessel wishing to fish under the Agreement.

Applications shall be made on the forms provided for that purpose by Côte d'Ivoire, specimens of which are attached (Appendix 1).

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

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

The Côte d'Ivoire authorities shall communicate, before the entry into force of the Agreement, all information concerning the bank accounts to be used for the payment of the fee.

Licences shall be issued for specific vessels and shall not be transferable.

However, in the case of force majeure and at the request of the Commission of the European Communities, a vessel's licence may 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 Côte d'Ivoire fisheries ministry via the Delegation of the Commission of the European Communities in Côte d'Ivoire.

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 Article 4(2) of the Agreement shall be due for any unexpired period of validity.

1. Licences shall be transmitted by the Côte d'Ivoire authorities to the Delegation of the Commission of the European Communities in Côte d'Ivoire within 30 days of receipt of the application.
2. The original licence must be held on board at all times and be presented at any time on request of the competent Côte d'Ivoire authorities.

However, for pole-and-line tuna vessels, tuna seiners and surface longliners, the Côte d'Ivoire authorities shall, upon receipt of notification from the Commission of the European Communities that advance payment has been made, enter the vessel concerned in the list of vessels with authorisation to fish, which is sent to the Côte d'Ivoire control authorities. Pending receipt of the original of the licence, a copy of the licence that has been drawn up may be issued by fax to be held on board the vessel.

3. Trawlers authorised under Article 2 of the Agreement must notify the competent Côte d'Ivoire authorities of any changes to the characteristics of a vessel as entered on the licence when issued and as listed in Appendix 1.
 4. Any increase in gross registered tonnage of a trawler shall require a new licence application.
- B. PROVISIONS APPLICABLE TO LICENCES FOR POLE-AND-LINE TUNA VESSELS, TUNA SEINERS AND SURFACE LONGLINERS
1. Licences shall be valid for one year. They shall be renewable.
 2. The fee shall be EUR 25 per tonne of fish caught within the Côte d'Ivoire fishing zone.
 3. Licences shall be issued following payment of a lump sum of EUR 375 per year for each pole-and-line tuna vessel, EUR 2 750 per year for each tuna seiner and EUR 1 000 per year for each surface longliner.
 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 declarations made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data such as the Institut de Recherche pour le Développement (IRD), the Instituto Español de Oceanografía (IEO) and the Instituto Português de Investigaç o Mar tima (IPIMAR) on the one hand and the Centre de recherche oc anographique de C te d'Ivoire (C te d'Ivoire oceanographic research centre) on the other. The statement shall be forwarded simultaneously to the C te d'Ivoire fishing authorities and to the shipowners. Any additional payment due shall be made by the shipowners to the C te d'Ivoire fishing authorities 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 C te d'Ivoire authorities shall communicate, before the entry into force of the Agreement, all information concerning the bank account to be used for the payment of the fees.
- C. PROVISIONS APPLICABLE TO 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 EUR 168 per GRT per vessel.
- Fees for licences for periods of less than one year shall be paid on a pro rata basis. Six-month and three-month licences shall be subject to a surcharge of 3 % and 5 % respectively.
- D. CATCH DECLARATIONS
1. Vessels authorised to fish in the C te d'Ivoire fishing zone under this Agreement shall send their catch declarations to the fishing authorities with a copy to the Delegations of the Commission of the European Communities in C te d'Ivoire, as follows:
 - (a) trawlers shall notify their catches using the form given in Appendix 2. These declarations shall be monthly and must be communicated at least once every three months;
 - (b) for pole-and-line tuna vessels, tuna seiners 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 C te d'Ivoire fishing zone. It shall be filled in even when no catches are made.
- The form shall either be collected in port by the relevant departments of the Centre de Recherches Oc anographiques de C te d'Ivoire or sent to the same department within 45 days of the end of the fishing trip spent in the C te d'Ivoire fishing zone.
- Copies shall be sent to the scientific institutes referred to in paragraph 4 of section B above.
- Forms must be completed legibly and be signed by the master of the vessel. Moreover, the words 'Outside C te d'Ivoire fishing zone' shall be entered in the abovementioned fishing log in respect of periods during which the said vessels are not in C te d'Ivoire waters.
2. Should these provisions not be adhered to, the C te d'Ivoire 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 C te d'Ivoire shall be informed without delay.

E. LANDING OF CATCHES

Tuna vessels and surface longliners landing their catches in a Côte d'Ivoire port shall, wherever possible, make their by-catches available to Côte d'Ivoire dealers at local market prices in accordance with the principles of free competition.

In addition, Community tuna vessels shall contribute towards supplying Côte d'Ivoire's tuna-canning factories at a price fixed by mutual agreement between Community shipowners and Côte d'Ivoire 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 Côte d'Ivoire dealers.

F. FISHING ZONES

1. To protect spawning grounds and local small-scale fishing activities, Community vessels with licences may not carry out fishing activities as provided for in Article 2 of the Agreement in the following zones:

- up to twelve nautical miles from the coast in the case of pole-and-line tuna vessels and surface longliners,
- up to six nautical miles from the coast in the case of freezer trawlers,
- up to the 200-metre isobath in the case of freezer tuna seiners.

2. However, pole-and-line tuna vessels using live bait shall be authorised to fish for bait in the prohibited zone defined above to obtain bait strictly within the limits of their own requirements.

G. ENTERING AND LEAVING THE ZONE

All vessels shall notify their position and the catch held on board direct to the Côte d'Ivoire authorities, preferably by fax (225 21 35 04 09) or, for vessels not equipped with a fax, by radio (...) or telex (...), within three hours of entering or leaving the Côte d'Ivoire fishing zone and every three days while fishing in Côte d'Ivoire waters.

Vessels shall be informed of the relevant fax number and radio frequency when the fishing licence is issued.

The Côte d'Ivoire authorities and shipowners shall keep a copy of fax communications or a recording of radio communications until both parties have agreed to the final statement of fees due referred to in section B.

A vessel found to be fishing without having informed the Côte d'Ivoire authorities shall be regarded as a vessel without a licence.

H. MESH SIZES

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

- (a) 40 mm for freezer trawlers taking deepwater crustaceans;
- (b) 70 mm for freezer trawlers taking cephalopods;
- (c) 60 mm for freezer trawlers taking fish;
- (d) 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 Côte d'Ivoire 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 between 250 and 300 GRT,
- three seamen for vessels over 300 GRT.

The owners of tuna vessels and surface longliners shall be responsible for employing Côte d'Ivoire nationals, on the following terms and subject to the following limits:

- for the fleet of pole-and-line tuna vessels, four Côte d'Ivoire seamen shall be signed on during the tuna fishing period in the Côte d'Ivoire fishing zone, each being assigned to a different vessel,
- for the fleet of tuna seiners, 30 Côte d'Ivoire seamen shall be signed on,
- for the fleet of surface longliners, four Côte d'Ivoire seamen shall be signed on during the tuna fishing period in the Côte d'Ivoire fishing zone, each being assigned to a different vessel.

The above limits shall not preclude the signing on of additional Côte d'Ivoire seamen at the request of the shipowners.

The Côte d'Ivoire seamen shall be chosen by the shipowners from among professional seamen recognised by the competent authorities.

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 Côte d'Ivoire 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 pole-and-line tuna vessels, tuna seiners and surface longliners shall be obliged to pay for the fishing period a lump sum equivalent to the wages of the seamen not signed on.

This sum will be used for the training of seamen in Côte d'Ivoire and is to be paid into the account specified by the Côte d'Ivoire fishing authorities.

4. Any vessel may receive on board a trainee student on a proposal from the competent Côte d'Ivoire authorities, subject to the agreement of the vessel's master. The trainee student shall be accorded the same conditions on board as those enjoyed by crewmen at the same level, as far as possible. Côte d'Ivoire shall cover subsistence expenses for this trainee.

J. TAKING ON BOARD OF SCIENTIFIC OBSERVERS

Vessels fishing in the Côte d'Ivoire fishing zone shall take a scientific observer on board at the request of the Côte d'Ivoire authorities; these observers shall be treated as officers. This applies equally, as far as is possible, to the quarters assigned to the observer. The time spent on board by the observer shall be fixed by the Côte d'Ivoire authorities but, as a general rule, it should not exceed the time required to carry out his duties. Once on board, the observer shall:

- observe the fishing activities of the vessels,
- verify the position of vessels engaged in fishing operations,
- perform biological sampling in the context of scientific programmes,
- note the fishing gear used,
- verify the catch data for the Côte d'Ivoire zone recorded in the logbook.

While on board, observers shall:

- take all appropriate steps to ensure that the conditions under which they are taken on board and their presence on board do not interrupt or hamper fishing activities,
- respect the material and equipment on board and the confidentiality of all documents belonging to the said vessel.
- draw up an activity report to be transmitted to the competent Côte d'Ivoire authorities and send a copy to the Delegation of the European Commission.

The conditions governing his embarkation shall be agreed between the shipowner or his agent and the Côte d'Ivoire authorities. Owners of trawlers shall pay the Côte d'Ivoire authorities, together with the licence fee, the sum of EUR 4 per GRT per year pro rata temporis for each vessel fishing in Côte d'Ivoire waters. This sum shall be paid into the account specified by the Côte d'Ivoire fishing authorities. Owners of tuna seiners, pole-and-line tuna vessels and surface longliners shall pay the Côte d'Ivoire Government EUR 10 per month for each observer taken on board. Shipowners who are unable to take observers aboard and put them off at a Côte d'Ivoire port agreed by mutual agreement with the Côte d'Ivoire authorities shall bear the cost of taking the observers aboard and putting them ashore.

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.

The salary and the social contributions of the observer shall be borne by the relevant Côte d'Ivoire authorities.

K. INSPECTION AND MONITORING

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

These officials should not remain on board any longer than the time required to carry out their duties.

L. BOARDING OF VESSELS

1. The Delegation of the European Commission in Côte d'Ivoire shall be notified within three working days of any boarding within the Côte d'Ivoire fishing zone of a fishing vessel flying the flag of a Member State of the Community and operating under this Agreement. The Delegation shall at the same time receive a brief report of the circumstances and reasons leading to the boarding.
 2. Before any measures regarding the master 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 from the receipt of the abovementioned information, between the Delegation of the Commission of the European Communities in Côte d'Ivoire, the fisheries authorities and the inspection authorities, possibly attended by a representative of the Member State concerned. 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 representative shall be informed of the outcome of the meeting and of any measures resulting from the boarding.
 3. 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.
 4. Should the case not be settled by means of compromise, and the master therefore be brought before a competent Côte d'Ivoire judicial body, a reasonable bank security shall be fixed by the competent authority within two working days, following the conclusion of the compromise procedure, pending the judicial decision. The bank security shall be released by the competent authority once the master of the vessel concerned has been acquitted by the judicial decision.
 5. The vessel and its crew shall be released either:
 - at the end of the consultation meeting, if the established facts permit, or
 - on receipt of payment of a fine (compromise procedure), or
 - once a bank security is deposited (judicial proceedings).
 6. Should one of the Parties consider that there is a problem in the application of the above procedure, it may request urgent consultations.
-

Appendix 1

MINISTÈRE DE LA PRODUCTION ANIMALE
BP V 84, Abidjan
(République de Côte d'Ivoire)

REPUBLIQUE DE CÔTE-D'IVOIRE
UNION-DISCIPLINE-TRAVAIL

APPLICATION FOR A FISHING LICENCE

SECTION A

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

SECTION B

(to be completed for each vessel)

- 1. Period of validity:
- 2. Name of vessel:
- 3. Year of construction:
- 4. Original flag:
- 5. Current flag:
- 6. Date on which current flag acquired:
- 7. Year acquired:
- 8. Home port and registration No:
- 9. Fishing zones:
- 10. Type of fishing:
- 11. Gross tonnage (GRT):
- 12. Net tonnage (NRT):
- 13. Radio call sign:
- 14. Length overall (metres):
- 15. Bow (metres):
- 16. Depth (metres):
- 17. Hull construction material:
- 18. Engine power:
- 19. Speed (knots):
- 20. Cabins:
- 21. Capacity of tanks (m³):
- 22. Capacity of fish-holds (m³):
- 23. Freezing capacity in tonnes/24 hours and system used:

- 24. Colour of hull:
- 25. Colour of superstructures:
- 26. Crew numbers:
- 27. On-board communication equipment:

Type	Make	Model	Power (Watt)	Year of construction	Frequencies	
					Reception	Transmission

- 28. Navigating and sounding equipment:

Type	Make	Model

- 29. Auxiliary boats used (for each vessel):
- 29.1. Gross tonnage (GRT):
- 29.2. Length overall (metres):
- 29.3. Bow (metres):
- 29.4. Depth (metres):
- 29.5. Hull construction material:
- 29.6. Engine power:
- 29.7. Speed (knots):
- 30. Auxiliary aerial equipment used to detect fish (even if not installed on board):
- 31. Home port:
- 32. Name of captain:
- 33. Address:
- 34. Nationality of captain:

Attach:

- three colour photocopies showing the vessel (side view), auxiliary fishing boats and auxiliary aerial equipment used to detect 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)

Name of vessel:	
Nationality (flag):	

Engine rating:	
Gross registered tonnage:	

Month:	Year:
Fishing method:	
Port of landing:	

Date	Fishing area		Number of catches	Number of fishing hours	Species of fish						Totals	
	Longitude	Latitude										
1)												
2)												
3)												
4)												
5)												
6)												
7)												
8)												
9)												
10)												
11)												
12)												
13)												
14)												
15)												
16)												
17)												
18)												
19)												
20)												
21)												
22)												
23)												
24)												
25)												
26)												
27)												
28)												
29)												
30)												
31)												
	TOTAL											

