



COMMISSION OF THE EUROPEAN COMMUNITIES

Brussels, 10.12.2003
COM(2003)765 final

2003/0290 (CNS)

Proposal for a

COUNCIL REGULATION

on the conclusion of the Protocol defining for the period 1 January 2004 to 31 December 2008 the fishing opportunities and the financial contribution provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast

(presented by the Commission)

EXPLANATORY MEMORANDUM

The Protocol to the Fisheries Agreement between the European Community and the Republic of Guinea expired on 31 December 2001. This Protocol was extended twice, for consecutive periods running from 1 January to 31 December 2002 and from 1 January to 31 December 2003, pending the conclusion of the negotiations on its renewal.

In order to ensure that the Community fleet may continue to fish in the waters of the Republic of Guinea, the Commission has negotiated with this country a new Fisheries Protocol which is to replace the existing Protocol, entering into force on 1 January 2004. These negotiations were based on the results of a study to evaluate Guinean stocks direct by means of a scientific trawl survey carried out in October 2002, and an evaluation of the existing Protocol, including an impact analysis of the future Protocol.

These negotiations ended in the initialling of a new Protocol on 27 June 2003 in Brussels.

The new Protocol covers the period from 1 January 2004 to 31 December 2008. It grants fishing opportunities for an annual average of 2 500 GRT per month for fin-fish and cephalopod trawlers, for an annual average of 1 500 GRT per month for shrimp trawlers, for 34 freezer tuna seiners, for 14 pole-and-line tuna vessels and for 9 surface longliners.

Fishing opportunities for fin-fish and cephalopod trawlers may be increased in 2005 and 2006 to a maximum level of 3 500 GRT provided that the following three conditions are fulfilled:

- availability of scientific evidence of the sound state of stocks,
- equivalent reduction in the quota of licences issued outside the scope of agreements,
- satisfactory rate of use of fishing opportunities.

The financial contribution amounts to €3 400 000, comprising €2 000 000 in financial compensation and €1 400 000 for measures aimed at achieving objectives associated with the sustainable management of Guinean fisheries resources. These amounts may be increased in 2005 up to a maximum of €3 825 000 and in 2006 up to a maximum of €4 250 000, in proportion to the above-mentioned increases in fishing opportunities.

In addition to the financial contribution, provision is made for two payments, of €500 000 and €300 000, in the first two years of the Protocol for the purchase of at least two surveillance vessels to combat illegal fishing.

This new Protocol is in keeping with the two parties' concern that their fisheries relations should be reinforced by promoting the development of responsible, sustainable fishing in Guinea, based in particular on an efficient and dissuasive surveillance system and an effective fisheries research policy.

It emphasises, *inter alia*, the need to preserve fisheries resources and to give priority to traditional non-industrial fishing. In addition, it is aimed at contributing towards food security by substantially reducing discards and setting up a collection system for catches to be landed in Guinea by Community vessels. The Protocol relies on the Fisheries Agreement as a means of developing fisheries in Guinea.

This new Protocol will make it possible to promote business partnerships between Community operators and Guinean operators aimed at joint, responsible exploitation of Guinean fisheries resources.

Community vessel-owners will thus be able to continue fishing (in particular for shrimp, demersal fish species, cephalopods and tuna) in Guinea's exclusive economic zone (EEZ).

In addition, the *exclusivity clause* (Community vessels may fish in Guinea only under the Agreement) and the *social clause* have been included in the Protocol.

The Community's general aim will be to act responsibly by helping Guinea to preserve its fisheries resources and develop its own industrial fishing capacity and associated activities.

The Commission proposes, on this basis, that the Council adopt the conclusion of the new Protocol by Regulation.

A proposal for a Council Decision on the provisional application of this new Protocol pending its definitive entry into force is the subject of a separate procedure.

Proposal for a

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on the conclusion of the Protocol defining for the period 1 January 2004 to 31 December 2008 the fishing opportunities and the financial contribution provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast

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 the first subparagraph of Article 300(3) thereof,

Having regard to the proposal from the Commission¹,

Having regard to the Opinion of the European Parliament²,

Whereas:

- (1) Pursuant to the second paragraph of Article 15 of the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast³, the two Parties conducted negotiations to determine any amendments or additions to be made to the Agreement at the end of the period of application of the Protocol annexed thereto.
- (2) As a result of those negotiations, a new Protocol defining for the period 1 January 2004 to 31 December 2008 the fishing opportunities and the financial contribution provided for in the abovementioned Agreement was initialled on 27 June 2003.
- (3) It is in the Community's interest 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 :

¹ OJ C [...], [...], p. [...].

² OJ C [...], [...], p. [...].

³ OJ L 111, 27.4.1983, p. 1.

Article 1

The Protocol defining for the period 1 January 2004 to 31 December 2008 the fishing opportunities and the financial contribution provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast is hereby approved on behalf of the Community.

The text of the Protocol is attached to this Regulation.

Article 2

1. - The fishing opportunities provided for in the Protocol shall be allocated among the Member States as follows:

a) shrimp fishing:

- Spain 1 050 GRT
- Portugal 300 GRT
- Greece 150 GRT

b) tuna seiners:

- France 17 vessels
- Spain 17 vessels

c) pole-and-line tuna vessels:

- France 7 vessels
- Spain 7 vessels

d) Surface longliners:

- Spain 8
- Portugal 1

2. - The fishing opportunities provided for in the Protocol for fin-fish and cephalod fishing for 2004 shall be allocated among the Member States as follows:

- Spain 844 GRT
- Italy 750 GRT
- Greece 906 GRT

If fishing opportunities are increased from 2005 as compared with 2004 in accordance with Article 1 of the Protocol, these increases shall be allocated in proportion to the fishing opportunities indicated above for 2004.

If licence applications from these Member States do not cover all the fishing opportunities laid down by the Protocol, the Commission may take into consideration licence applications from any other Member State.

Article 3

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

Done at Brussels,

For the Council
The President

PROTOCOL

defining for the period 1 January 2004 to 31 December 2008 the fishing opportunities and the financial contribution provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea on fishing off the Guinean coast

Article 1

For a period of five years from 1 January 2004, the fishing opportunities granted under Article 2 of the Agreement shall be as follows:

- 1) fin-fish and cephalopod trawlers:
 - 2 500 gross registered tonnes (GRT) per month, averaged over the year, in 2004;
 - 3 000 gross registered tonnes (GRT) per month, averaged over the year, in 2005;
 - 3 500 gross registered tonnes (GRT) per month, averaged over the year, in 2006;
 - 3 500 gross registered tonnes (GRT) per month, averaged over the year, in 2007;
 - 3 500 gross registered tonnes (GRT) per month, averaged over the year, in 2008;

Additional fishing opportunities, applicable from 2005 to fin-fish and cephalopod trawlers, are subject to the following conditions:

- availability of scientific evidence of the sound state of stocks,
 - equivalent reduction in the quota of licences issued outside the scope of agreements,
 - satisfactory rate of use of fishing opportunities.
- 2) shrimp trawlers: 1 500 gross registered tonnes (GRT) per month, averaged over the year;
 - 3) freezer tuna seiners: 34 vessels;
 - 4) pole-and-line tuna vessels: 14 vessels;
 - 5) surface longliners: 9 vessels.

The Joint Committee provided for in Article 10 of the Agreement shall analyse the situation and, where appropriate and where the state of resources allows, shall decide to grant additional fishing opportunities, introduce new categories of fish and lay down the technical and financial conditions under which they may be fished by Community vessels.

Article 2

- 1) The financial contribution referred to in Article 8 of the Agreement, in respect of the fishing opportunities provided for in Article 1, shall be as follows:

For 2004, €3 400 000 (comprising €2 000 000 in financial compensation and €1 400 000 for the measures referred to in Article 3 of this Protocol)

For 2005, €3 825 000 (comprising €2 200 000 in financial compensation and €1 625 000 for the measures referred to in Article 3 of this Protocol);

For 2006, €4 250 000 (comprising €2 300 000 in financial compensation and €1 950 000 for the measures referred to in Article 3 of this Protocol);

For 2007, €4 250 000 (comprising €2 300 000 in financial compensation and €1 950 000 for the measures referred to in Article 3 of this Protocol);

For 2008, €4 250 000 (comprising €2 300 000 in financial compensation and €1 950 000 for the measures referred to in Article 3 of this Protocol).

The financial compensation shall be payable no later than 30 September of the first year (2004) and 1 February of each subsequent year (2005, 2006, 2007 and 2008).

If the increases in fishing opportunities provided for in Article 1(1) are not granted, the financial contribution which the European Community is to grant to the Republic of Guinea shall be adjusted in proportion to the amount established above.

- 2) The Government of the Republic of Guinea shall have full discretion regarding the use to which the financial compensation is put.
- 3) The compensation shall be paid into an account specified by the Government of the Republic of Guinea and opened on behalf of the Public Treasury.

Article 3

The two parties shall agree on the objectives to be achieved regarding the sustainable management of Guinean fish stocks. A portion of the overall financial compensation provided for in Article 2(1) shall be earmarked for financing the measures aimed at achieving these objectives, as laid down in the Government's sectoral programme and in accordance with the following breakdown:

	2004	2005	2006	2007	2008
Improved knowledge of fishery and biological resources in the Republic of Guinea's fishing zone	250 000	350 000	419 835	419 835	419 835
Support for fisheries surveillance and management of the fishing effort	400 000	425 000	557 115	557 115	557 115
Organisation of non-industrial fishing	175 000	223 000	277 680	277 680	277 680
Institutional reinforcement of the structures of the Fisheries Ministry	250 000	250 000	277 680	277 680	277 680
Promotion of training in the different scientific, technical and economic disciplines associated with fisheries	150 000	152 000	167 115	167 115	167 115
Contribution to and participation by the Republic of Guinea in international fisheries organisations	175 000	225 000	250 575	250 575	250 575

The two parties undertake to establish the indicators to be adopted for the purpose of assessing to what extent the above objectives have been met.

The measures and the annual amounts allocated thereto shall be decided on by the Fisheries Ministry, which shall inform the European Commission thereof.

These annual amounts shall be made available to the bodies concerned not later than 30 September 2004 in the first year and 2 May in subsequent years and shall be paid into the bank accounts specified by the Fisheries Ministry according to the schedule for their use. The Fisheries Ministry shall provide the bank account numbers to be used for such payments.

No later than three months after the anniversary date of the entry into force of the Protocol, the Fisheries Ministry shall forward to the European Commission Delegation a comprehensive report for the first year and a detailed report for subsequent years on the extent to which the above objectives have been achieved on the basis of the indicators adopted. The European Commission reserves the right to ask the Fisheries Ministry for any additional information on the results and to reconsider the payments concerned should the measures not be implemented.

Article 4

The Republic of Guinea undertakes to develop its fisheries surveillance policy. To this end, the European Community shall make a financial contribution towards the reinforcement of fisheries surveillance activities in the Republic of Guinea by allocating €500 000 in 2004 and €300 000 in 2005 for the purchase of at least two surveillance vessels. The Government of the Republic of Guinea shall purchase these vessels in accordance with the procedure in force in the Guinean administration, and shall consult the European Commission throughout the selection process and prior to purchasing the equipment.

Article 5

Should the Community fail to make the payments provided for in Articles 2 and 3, the application of this Protocol may be suspended.

Article 6

If serious circumstances, with the exception of natural phenomena, prevent the exercise of fishing activities in the EEZ of the Republic of Guinea, payment of the financial contribution in respect of the period during which fishing is prevented may be suspended by the European Community following consultations between the two parties.

Payment of the financial contribution shall be resumed as soon as normality is restored and after consultations between the two parties confirm that the situation is likely to permit a return to fishing activities.

Article 7

The two parties undertake to promote the setting-up of joint ventures between Community operators and Guinean operators for the purpose of jointly exploiting fisheries resources in the exclusive economic zone of the Republic of Guinea.

Community vessel-owners who are partners in such joint ventures shall be given priority when fishing licences are issued and shall benefit from a reduction in fees by way of an incentive. The Government of the Republic of Guinea undertakes to grant facilities as provided for in the investment code.

In addition, those vessel-owners must land in Guinea all fish caught which is not destined for the European market.

Article 8

The Annex to the Agreement between the European Community and the Government of the Republic of Guinea on fishing off the Guinean coast is hereby repealed and replaced by the Annex to this Protocol.

Article 9

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

It shall apply from 1 January 2004.

ANNEX

Conditions for the exercise of fishing activities by Community vessels in the Republic of Guinea's fishing zone

1. Licence application and issuing formalities

The relevant Community authorities shall present to the Fisheries Ministry, via the European Commission Delegation in the Republic of Guinea, an application for each vessel wishing to fish under the Agreement at least 30 days before the date of commencement of the period of validity requested.

Applications shall be made on the forms provided for that purpose by the Fisheries Ministry, 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 validity of the licence and by a copy of the tonnage certificate. Payment shall be made into the account opened with the Public Treasury of the Republic of Guinea.

Each vessel must be represented by an agent of Guinean nationality established in the Republic of Guinea. The name and address of the agent must be mentioned on the licence application.

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

After proof of payment of the fee is received, the licence shall be signed. It shall be issued by the Fisheries Ministry to the vessel-owners or their representatives via the European Commission Delegation in the Republic of Guinea within 30 days of receipt of the proof of payment referred to above. If the licence is signed at a time when the European Commission Delegation offices are closed, it shall be sent direct to the vessel's agent and a copy shall be sent to the Delegation.

The following annual periods serve to determine the term of validity of licences:

- first period: 1 January 2004 to 31 December 2004
- second period: 1 January 2005 to 31 December 2005
- third period: 1 January 2006 to 31 December 2006
- fourth period: 1 January 2007 to 31 December 2007
- fifth period: 1 January 2008 to 31 December 2008

Licences may not start to run during one annual period and expire during the next.

Pursuant to Article 4(1) of the Agreement, vessels flying the flag of a Member State of the European Community may carry on fishing activities in Guinea's fishing zone only if they are in possession of a fishing licence issued under this Protocol in accordance with the arrangements described above.

Licences shall be issued for a specific vessel and shall not be transferable. However, where *force majeure* is proven and at the request of the Community, a vessel's licence shall be replaced by a new licence for another vessel whose features are similar to those of the first vessel. The owner of the first vessel shall return the cancelled licence to the Fisheries Ministry via the European Commission Delegation in the Republic of Guinea.

The new licence shall indicate:

- the date of issue,
- the validity of the new licence, covering the period from the date of arrival of the replacement vessel to the date of expiry of the licence of the vessel replaced.

In this case, no fee as laid down in the second paragraph of Article 5 of the Agreement shall be due for unexpired periods of validity. The replacement vessel shall undergo a technical inspection in the port of Conakry as provided for in paragraph 1 of point 1.1 if it has not already done so.

The licence must be kept on board at all times.

1.1. Provisions applicable to trawlers

1. Each vessel shall be obliged to report to the port of Conakry once a year, prior to the issue of the licence, to undergo the inspection laid down by the rules and regulations currently in force. Inspections shall be carried out exclusively by duly authorised persons and must be effected within 24 working hours of arrival of the vessel in port if arrival has been announced at least 48 hours in advance. Where the licence is renewed during the same calendar year, the vessel shall be exempt from further inspection.

The costs of technical inspections shall be borne by the vessel-owners and may not exceed €250 per vessel per year.

2. (a) Licences shall be issued for periods of three, six or twelve months. They shall be renewable. Utilisation of the fishing opportunities granted under Article 1 of the Protocol shall take account of the duration of the validity of licences.

Quarterly licences shall run from 1 January, 1 April, 1 July and 1 October.

Half-yearly licences shall run from 1 January and 1 July.

Annual licences shall run from 1 January.

(b) The fees to be paid by vessel-owners, expressed in €/gross registered tonnage, shall be as follows.

- for annual licences:

Fin-fish vessels	€197/GRT
Cephalopod vessels	€219/GRT
Shrimp vessels	€279/GRT
- for half-yearly licences:

Fin-fish vessels	€102/GRT
Cephalopod vessels	€113/GRT
Shrimp vessels	€144/GRT
- for quarterly licences:

Fin-fish vessels	€52/GRT
Cephalopod vessels	€58/GRT
Shrimp vessels	€73/GRT

These fees shall be increased by 2.5% as from 2006.

1.2 Provisions applicable to tuna vessels and surface longliners

Licences must be kept on board at all times; however, fishing shall be authorised on receipt of the advance payment notification sent by the European Commission to the Fisheries Ministry of the Republic of Guinea. Vessels shall be entered on a list of vessels authorised to fish, which shall be sent to the Guinean authorities responsible for fisheries inspection. A copy of the said licence may be obtained by fax pending the arrival of the licence itself; that copy shall be kept on board.

The annual fees shall be €25 per tonne caught within the Republic of Guinea's fishing zone.

Licences shall be issued following payment to the Public Treasury of an annual advance of €2 500 per tuna seiner, €400 per pole-and-line tuna vessel and €1 000 per surface longliner, equivalent to the fees for:

- 100 tonnes of tuna caught per year in the case of seiners;
- 16 tonnes caught per year in the case of pole-and-line tuna vessels;
- 40 tonnes caught per year in the case of surface longliners.

The final statement of the fees due for the fishing period shall be drawn up jointly by the European Commission and the Guinean Ministry of Fisheries at the end of each calendar year, taking account of the advances and fees indicated above. This statement shall be drawn up using the catch statement based on the catch declarations made by each vessel-owner. The catch statement must be confirmed by a scientific institute responsible for checking catch data, such as the Institut de Recherche pour le Développement (IRD), the Instituto Español de Oceanografía (IEO), the Instituto Português de Investigação Marítima (IPIMAR) and the Centre National des Sciences Halieutiques de Boussoura (CNSHB - dg@cns hb.org.gn). This statement shall be forwarded to the Fisheries Ministry and the vessel-owners at the same time. Any additional payment due shall be made by the vessel-owners no later than thirty days after notification of the final statement, to be paid into the account opened with the Public Treasury of the Republic of Guinea.

However, where the amount of the final statement is lower than the abovementioned amount, the resulting balance may not be reimbursed to the vessel-owner.

2. Catch declaration

All Community vessels authorised to fish in the Republic of Guinea's waters under the Agreement shall send a catch declaration to the Fisheries Ministry and a copy thereof to the European Commission Delegation in the Republic of Guinea, in accordance with the procedures set out below:

- for trawlers, catches shall be declared on the basis of the form attached hereto (Appendix 2). These declarations shall be drawn up each month and presented at least once each quarter;
- for tuna seiners, pole-and-line tuna vessels and surface longliners, a fishing log shall be kept, in accordance with Appendix 3, for each fishing period spent in the Republic of Guinea's fishing zone. This form must be sent to the Fisheries Ministry via the European Commission Delegation in the Republic of Guinea no later than forty-five days after the end of the fishing trip.

Declaration forms must be completed legibly and be signed by the skipper of the vessel. They must be completed by all vessels which have obtained a licence, even if they have not fished.

Should this provision not be adhered to, the Fisheries Ministry reserves the right to suspend the licence of the offending vessel and, in the event of a recurrence, to refuse to issue new licences to this vessel until the formality has been complied with. In this case, the European Commission Delegation in the Republic of Guinea shall be informed.

Where applicable, the Joint Committee provided for in Article 10 of the Agreement shall consider the case for fitting Community fishing vessels with equipment for the electronic transmission of information on fishing operations.

3. Landing of catches

In order to contribute towards supplying the Guinean population with fish, trawlers authorised to fish in the Republic of Guinea's fishing zone shall be obliged to land 200 kilograms of fish per GRT per year free of charge.

Landings may be made individually or collectively, mention being made of the vessels concerned.

4. By-catches

- 4.1 Fin-fish vessels may not have on board crustaceans representing more than 9% or cephalopods representing more than 9% of their total catches in the Republic of Guinea's fishing zone.

Cephalopod vessels may not have on board crustaceans representing more than 9% or fin-fish representing more than 35% of their total catches in the Republic of Guinea's fishing zone.

Shrimp vessels may not have on board fin-fish representing more than 15% or cephalopods representing more than 10% of their total catch in the Republic of Guinea's fishing zone.

- 4.2 However, these restrictions may be temporarily exceeded up to the levels indicated at points 5(a), 5(b) and 5(c) of this Annex, on condition that any such overruns are reported to the authorities designated by the Fisheries Ministry, which may arrange for the excess catches to be collected at sea, or issue instructions for these catches to be kept temporarily with a view to being collected later or for them to be discarded. In the first case, the Ministry shall set a reasonable maximum time limit for the collection of the catches, in accordance with the arrangements provided for in Appendix 4. The excess by-catches may not be kept on board beyond this deadline.
- 4.3 Any overrun of the restrictions indicated in point 4.1 shall be reported immediately to the authorities mentioned at point 4.2. Where these authorities decide to issue instructions for the excess by-catches to be held temporarily with a view to being collected at a later date, a second notification shall be sent when the levels indicated at points 5(a), 5(b) and 5(c) are reached. These levels shall not be exceeded under any circumstances and any additional catches shall be immediately discarded. Following this second notification, the authorities mentioned at point 4.2 may either arrange for the excess catches to be collected at sea or issue instructions that they be discarded. However, the skipper may choose to land these catches at the port free of charge.
- 4.4 The notifications mentioned at points 4.2 and 4.3 shall be made on the skipper's responsibility, taking account of the information gathered by the on-board observer appointed by the Fisheries Ministry. The absence of an on-board observer shall not exempt the skipper from the obligation to carry out such notifications.

- 4.5 Catches collected at sea or landed in accordance with points 4.2 and 4.3 shall be handed over free of charge in order to contribute towards supplying the local population. These catches shall be taken into account for the purpose of fulfilling the condition, laid down at point 3 of this Annex, that 200 kilograms of fish per GRT be landed free of charge each year.

5. Discards

The discarding of marketable species of fin-fish, crustaceans and cephalopods is prohibited, except with the explicit authorisation of the Guinean fisheries authorities and where by-catches of these species reach the following levels:

- (a) For fin-fish vessels, crustaceans and cephalopods each representing more than 13.5% of total catches in the Republic of Guinea's fishing zone.
- (b) For cephalopod vessels, crustaceans representing 13.5% and fin-fish representing 52.5% of total catches in the Republic of Guinea's fishing zone.
- (c) For shrimp vessels, fin-fish representing 22.5% and cephalopods representing 15% of total catches in the Republic of Guinea's fishing zone.

6. Signing-on of seamen

Owners who have been issued fishing licences under the Agreement shall contribute to the on-the-job vocational training of Republic of Guinea nationals, subject to the conditions and limits set out below:

- 6.1. Each trawler-owner shall undertake to employ:
- two Guinean seamen on vessels of up to 200 GRT;
 - three Guinean seamen on vessels between 200 GRT and 350 GRT;
 - four Guinean seamen on vessels of more than 350 GRT.

- 6.2. For the fleet of tuna seiners, six Guinean seamen shall be signed on permanently.
- 6.3. For the fleet of pole-and-line tuna vessels, five Guinean seamen shall be signed on for the duration of the vessels' actual presence in Guinean waters, with no more than one seaman being assigned to each vessel.
- 6.4. For surface longliners, the vessel-owners shall undertake to employ two Guinean seamen per vessel for the duration of the vessels' actual presence in Guinean waters.
- 6.5. The wages of these Guinean seamen shall be fixed, before licences are issued, by mutual agreement between the vessel-owners or their representatives and the Fisheries Ministry; the wages shall be borne by the vessel-owners and must include the social contributions to which the seaman is subject (including life assurance and accident and sickness insurance).

Should the seamen not be signed on, owners of tuna seiners, pole-and-line tuna vessels and surface longliners shall be obliged to pay the Fisheries Ministry a lump sum equivalent to the wages of seamen not signed on in accordance with the provisions of points 6.2, 6.3 and 6.4 above.

This sum will be used for the training of seamen/fishermen in the Republic of Guinea and is to be paid into an account specified by the Fisheries Ministry.

- 6.6. The ILO Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on by EU vessels. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.
- 6.7. Local seamen's employment contracts, a copy of which shall be given to the signatories, shall be drawn up between the vessel-owners' representative(s) and the seamen and/or their trade unions or their representatives in consultation with the responsible local authorities. These contracts shall guarantee the seamen the social security cover applicable to them, including life assurance and sickness and accident insurance. The wages conditions granted to local seamen/fishermen shall not be lower than those applied to crews from the State signing the Fisheries Agreement and shall under no circumstances be below ILO standards.
- 6.8. Where the employer is a local company, the employment contract shall specify the name of the vessel-owner and the flag State.
- 6.9. Furthermore, vessel-owners shall guarantee local seamen who are recruited living and working conditions similar to those enjoyed by the EU seamen.

7. Observers

- 7.1. Each trawler shall take on board an observer appointed by the Fisheries Ministry.

Observers shall not normally remain on board for more than two consecutive trips.

7.2 Tuna seiners and surface longliners shall take an observer on board at the request of the Guinean authorities. The time spent on board by observers shall be fixed by the Guinean authorities but, as a general rule, it should not exceed the time required to carry out their duties.

7.3. Observers shall be treated as officers. They 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 Guinea's zone recorded in the logbook;
- verify the percentages of by-catches and estimate the quantity of discards of species of marketable fin-fish, crustaceans and cephalopods;
- report fishing data once a week by radio, including the quantity of catches and by-catches on board.

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 Guinean authorities and send a copy to the European Commission Delegation.

The conditions under which observers are taken on board shall be agreed between vessel-owners or their agents and the Guinean authorities. Their wages and social insurance contributions shall be paid by the Fisheries Ministry. Vessel-owners, through their agents, shall pay the Centre National de Surveillance et de Protection des Pêches €15 for each day spent by an observer on board a trawler and €10 for each day spent on board a tuna seiner or surface longliner. Vessel-owners who are unable to take observers on board and put them off at a Guinean port agreed by common accord with the Guinean 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, vessel-owners shall be automatically absolved of their obligation to take the observer on board.

8. Inspection and monitoring

Any Community vessel fishing in the Republic of Guinea's zone shall allow on board any official of the Republic of Guinea responsible for inspection and monitoring and shall assist him in the accomplishment of his duties. This official must not remain on board any longer than is necessary for the verification of catches by random checks and for any other inspection relating to fishing activities.

9. Fishing zones

9.1 All the vessels referred to in Article 1 of the Protocol shall be authorised to fish in waters beyond 10 nautical miles, including pole-and-line tuna vessels for the purpose of acquiring live bait.

9.2 The Republic of Guinea undertakes to incorporate in its fisheries plan for the year 2004 and subsequent years during the validity period of this Protocol a provision reserving for the Guinean non-industrial fleet the fishing zone between the coast and the 20 metres isobath and, where this isobath is reached less than 12 miles from the coast, the zone between the coast and 12 nautical miles from the coast.

In order to avoid discrimination against the Community, this provision shall be applicable to the Community fleet only where it is applied to all industrial fleets without exception.

The Republic of Guinea shall notify the Commission of the date of application of this measure a month in advance. Until such date, the fishing zone of the Community fleet shall be that defined at point 9.1.

10. Minimum meshes authorised

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

- (a) 40 mm for shrimps;
- (b) 70 mm for cephalopods;
- (c) 70 mm for fin-fish;
- (d) 16 mm for fishing for live bait with purse seines.

These mesh sizes also apply to trawls used for fishing with outriggers.

11. Entering and leaving the zone

All Community vessels intending to enter or leave the Republic of Guinea's fishing zone shall notify the radio station of the Centre National de Surveillance des Pêches (CNSP) thereof at least eight hours in advance. They shall communicate the date and time and their position each time they enter and leave the Republic of Guinea's fishing zone.

The call sign and operating frequencies shall be communicated to vessel-owners by the CNSP at the time the licence is issued.

In cases where this radio communication cannot be used, vessels may use alternative means, such as fax (CNSP: 224-41 36 60 or the Fisheries Ministry: 224-41 43 10) or e-mail (cns94_gn@yahoo.fr).

12. Boarding of vessels

12.1. The European Commission Delegation in the Republic of Guinea shall be notified within 48 hours of any boarding within the Republic of Guinea's fishing zone of a fishing vessel flying the flag of a Member State of the Community and operating under this Agreement or an Agreement concluded between the Community and a third country and shall at the same time receive a brief report of the circumstances and reasons leading to the boarding.

12.2. In the case of vessels authorised to fish in Guinean waters, before any measures regarding the skipper 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 48 hours of receipt of the abovementioned information, between the European Commission Delegation, the Fisheries Ministry 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, in particular automatically registered data showing the vessel's positions during the trip up to the time of boarding, helping to clarify the circumstances of the established facts.

Vessel-owners or their representatives shall be informed of the outcome of the meeting and of any measures resulting from the boarding.

12.3 Before initiating legal proceedings, 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.

12.4. Should the case not be settled by means of compromise, and therefore be brought before a competent judicial body, a bank security payable by the vessel-owner shall be fixed by the relevant authority within 48 hours following the conclusion of the compromise procedure, pending the legal decision. The amount of the security must not exceed the amount of the fine laid down under national legislation for the presumed infringement in question. The bank security shall be returned to the vessel-owner by the relevant authority once the case is settled without incrimination of the skipper of the vessel concerned.

12.5. The vessel and its crew shall be released either:

at the end of the consultation meeting, if the established facts permit, or

once the obligations arising under the compromise have been fulfilled, or

once a bank security is deposited by the vessel-owner (legal proceedings).

Appendix 1

**APPLICATION FORM
FOR A FISHING LICENCE**

For official use only	Remarks
Nationality:.....	
Licence No:	
Date of signing:	
Date of issue:	

APPLICANT

Name of firm:

Trade register No:

First name and surname of applicant:

Date and place of birth :

Occupation:

Address:

.....

No of employees :

Name and address of agent: ...

.....

.....

VESSEL

Type of vessel: Registration No.....

New name: Former name:

Date and place of construction:

Original nationality:

Length: Beam: Depth:.....

Gross tonnage: Net tonnage:

Type of building materials:

Make of main engine:Type :HP rating:

Propeller: Fixed: ☐ Variable : ☐ Ducted: ☐

Speed:

Call sign: Frequency:

List of sounding, navigation and transmission instruments:

Radar : ☐ Sonar : ☐ Net sounder: ☐

VHF : ☐ BLU : ☐ Satellite navigation: ☐ Other:

No of seamen:

PRESERVATION

Ice: ☐ Ice + refrigeration: ☐

Freezing: in brine: ☐ dry: ☐ in refrigerated sea water: ☐

Total refrigerating power:

Freezing capacity in tonnes/24 hours:

Hold capacity:

TYPE OF FISHING

A. Demersal

Inshore demersal: ☐

Deep-sea demersal: ☐

Type of trawl: cephalopod: ☐ shrimp: ☐ fin-fish: ☐

Length of trawl:..... Length of headline:.....

Mesh size in the body:

Mesh size in the wings:

Trawling speed:

B. Deep-sea pelagic (tuna)

Pole and line: ☐

No of poles and lines: ☐

Seine net: ☐

Length of net:..... Depth of net:

No of tanks:

Capacity in tonnes:.....

C. Longlines and pots

surface: ☐

bottom: ☐

Length of lines :No of hooks:

No of lines:

No of pots:

SHORE INSTALLATIONS

Address and permit No:

.....

Name of firm:

Activities:

Domestic wholesale fish trade: ☐

export: ☐

Type and No of wholesale trader's card:

Description of processing and preservation plant:

.....

.....

.....

.....

.....

No of employees :

NB : Indicate affirmative answers by ticking the appropriate box.

Technical remarks

Authorisation of the Fisheries Ministry

STATISTICS ON CATCHES AND EFFORT

FISHERIES MINISTRY

Month

Year:

Name of vessel:	
Nationality (flag):	

Engine rating	
Gross registered tonnage	

Fishing method	
Port of landing	

Date	Fishing zone		Number of net hauls	Number fishing hours	Species of Fish							Totals
	Longitude	Latitude										
1)												
2)												
3)												
4)												
5)												
6)												
7)												
8)												
9)												
10)												
11)												
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25)												
26)												
27)												
28)												
29)												
30)												
31)												

ICCAT LOGBOOK FOR TUNA FISHERY

Vessel name:.....	Gross registered tonnage:.....	Vessel DEPARTED:	Month	Day	Year	Port	
Flag State:.....	Capacity - (M.T.):		Vessel RETURNED				
Registration No:.....	Skipper:						
Vessel-owner:	No of crew:.....						
Address:	Reporting date:						
	(Reported by):	No of days at sea		No of fishing days		Fishing trip No:	
				No of hauls			

	Longline
	Live bait
	Purse seine
	Trawl
	Outros (Others)

[illegible]Remarks

1 - Use one sheet per month and one line per day

3 - "Day" means the day when the longline is set in place.

5 - The last line (quantities landed) should be completed only at the end of the trip. The real weight at the time of landing must be indicated.

2 - At the end of each trip forward a copy of the log to your correspondent or to the ICCAT, Calle Corazón de María, 8, 28002 Madrid. Spain

4 - Fishing area refers to the position of the vessel.. Round off the minutes and record degree of latitude and longitude. Be sure to record N/S and E/W .

6 - All information reported herein will be kept strictly confidential

Appendix 4

ARRANGEMENTS FOR THE COLLECTION OF CATCHES

1. The Guinean authorities shall make available a vessel (hereinafter referred to as the collection vessel) for collecting the catches of fishing vessels operating in Guinea's EEZ which are to be landed in Guinea.
2. The collection vessel shall collect the excess by-catches, and the catches not intended for the Community market, of fishing vessels flying the flag of an EC Member State, in accordance with point 4 of the Annex.
3. The collection vessels shall be equipped and financed by the Government of the Republic of Guinea.
4. Where the Guinean authorities decide to collect catches, as referred to at point 2, which have been reported by a Community vessels in accordance with point 4.2 or 4.3 of the Annex to the Protocol, they shall notify the skipper of the maximum time limit within which the collection is to be carried out.
5. The skipper of the Community vessel shall propose to the Guinean authorities a venue, date and time-slot for transferring the catches. This date and time-slot must allow the collection vessel to reach the place indicated in time and shall be agreed between the two parties.
6. At the time of the transfer, the person in charge of the collection vessel shall issue a receipt indicating the quantities transferred, as well as the time and place of transfer.
7. Collection costs shall be borne by Guinea. The cost of storing on board the fish to be transferred shall be borne by the vessel-owner.
8. The fish transferred shall be used to supply the market with a view to enhancing food security.
9. The two parties, acting on a proposal from the Government of the Republic of Guinea, shall define the technical arrangements, which shall be communicated to the vessel-owners as soon as possible.

LEGISLATIVE FINANCIAL STATEMENT

Policy area(s): Fisheries

Activity (activities): 1103 International Fisheries Agreements

TITLE OF ACTION

**NEW FISHERIES PROTOCOL BETWEEN THE EUROPEAN COMMUNITY AND THE
REPUBLIC OF GUINEA.**

1. BUDGET LINE(S) + HEADING(S)

B78000: International Fisheries Agreements

2. OVERALL FIGURES

2.1 Total allocation for action (Part B):

€3 900 000 in the first year, €4 125 000 in the second year, and €4 250 000 per year in the third, fourth and fifth years, in commitment appropriations.

2.2 Period of application:

This Protocol, which contains the provisions on fishing opportunities and financial compensation, has been concluded for a period of five years from the date of its entry into force (1 January 2004 to 31 December 2008).

2.3 Overall multiannual estimate of expenditure:

minimum: €17 800 000

maximum: €20 775 000

(a) Schedule of commitment appropriations/payment appropriations (financial intervention) (see point 6.1.1)

€ million (to three decimal places)

	Year n	n + 1	n + 2	n + 3	n + 4	n + 5 and subsequent years	Total
Commitments mini	3.900	3.700	3.400	3.400	3.400	---	17.800
maxi	3.900	4.125	4.250	4.250	4.250		20.775
Payments mini	3.900	3.700	3.400	3.400	3.400	---	17.800
maxi	3.900	4.125	4.250	4.250	4.250		20.775

(b) Technical and administrative assistance and support expenditure (*see point 6.1.2*)

Commitments	---	---	---				---
Payments	---	---	---				---

Subtotal a+b								
Commitments	mini	3.900	3.700	3.400	3.400	3.400	---	17.800
	maxi	3.900	4.125	4.250	4.250	4.250		20.775
Payments	mini	3.900	3.700	3.400	3.400	3.400	---	17.800
	maxi	3.900	4.125	4.250	4.250	4.250		20.775

(c) Overall financial impact of human resources and other administrative expenditure
(*cf. points 7.2 and 7.3*) (€)

Commitments/ payments	46.791+ 42.000= 88.791	46.791	46.791	46.791	46.791	46.791	-----	275.955
--------------------------	------------------------------	--------	--------	--------	--------	--------	-------	---------

€ million (*to three decimal places*)

TOTAL a+b+c		€ million						
Commitments	mini	3.989	3.747	3.447	3.447	3.447	----	18.077
	maxi	3.989	4.172	4.297	4.297	4.297		21.052
Payments	mini	3.989	3.747	3.447	3.447	3.447	----	18.077
	maxi	3.989	4.172	4.297	4.297	4.297		21.052

2.4 Compatibility with financial programming and financial perspective

X Proposal compatible with existing financial programming.

☐ This proposal will entail reprogramming of the relevant heading in the financial perspective.

☐ This may entail application of the provisions of the Interinstitutional Agreement.

2.5 Financial impact on revenue

X No financial implications (involves technical aspects regarding implementation of a measure)

3. BUDGET CHARACTERISTICS

Type of expenditure		New	EFTA contribution	Contributions from applicant countries	Heading in financial perspective
CE	DA	NO	NO	NO	4

4. LEGAL BASIS

- Article 37 of the Treaty, in conjunction with Article 300(2) and the first subparagraph of Article 300(3).

- EC/Republic of Guinea Fisheries Agreement (OJ L 111, 27.04.1983).

5. DESCRIPTION AND GROUNDS

5.1 Need for Community intervention

The current Protocol to the Fisheries Agreement between the European Community and the Republic of Guinea will expire on 31 December 2003⁴. In order to ensure that the Community fleet may continue to fish in the waters of the Republic of Guinea, the Commission has negotiated with this country a new Fisheries Protocol which is to replace the existing Protocol, entering into force on 1 January 2004. These negotiations were based on the results of the study to evaluate Guinean stocks direct by means of a scientific trawl survey carried out in October 2002, and the evaluation of the existing Protocol, including an impact analysis of the future Protocol.

⁴ Council Regulation (EC) No 445/2001 of 26 February 2001 (OJ L 64, 6 March 2001). Extended in 2002 by Regulation (EC) No 924/2002 of 30 May 2002 (OJ L 144, 1.6.2002). This Protocol will be extended again in 2003, the procedure for adopting the relevant Regulation being under way.

5.1.1 *Objectives pursued*

This new Protocol is in keeping with the two parties' concern that their fisheries relations should be reinforced by promoting the development of responsible, sustainable fishing in Guinea, based in particular on an efficient and dissuasive surveillance system and an effective fisheries research policy.

It emphasises, *inter alia*, the need to preserve fisheries resources and to give priority to traditional non-industrial fishing. In addition, it is aimed at contributing towards food security by substantially reducing discards and setting up a collection system for catches to be landed in Guinea by Community vessels. The Protocol relies on the Fisheries Agreement as a means of developing fisheries in Guinea.

This new Protocol will make it possible to promote business partnerships between Community operators and Guinean operators aimed at joint, responsible exploitation of Guinean fisheries resources.

Community vessel-owners will thus be able to continue fishing (in particular for shrimp, demersal fish species, cephalopods and tuna) in Guinea's exclusive economic zone (EEZ).

The Community's general aim will be to fulfil a responsible role by helping Guinea to preserve its fisheries resources and develop its own industrial fishing capacity and associated activities.

For a more detailed overview of the objectives of the new Protocol and of the indicators to be used in conducting an appraisal at a later date, see the ex-ante evaluation in the Annex.

5.1.2 *Measures taken in connection with ex-ante evaluation*

The Commission has carried out the analyses required to prepare for the negotiation of this new Protocol. These analyses included the intermediate/ex-post evaluation of the existing Fisheries Protocol between the European Community and the Republic of Guinea Conakry (2000/2001 Protocol, extended from 1 January 2000 to 31 December 2002 and from 1 January 2003 to 31 December 2003), as well as an analysis of the impact on sustainability of the future Fisheries Protocol between the two parties, comprising an ex-ante evaluation. In carrying out these tasks, the Commission based itself on a study by an external consultant, which was made available to DG FISH before it embarked on the negotiations with the Republic of Guinea.

Conclusions and results of the ex-ante evaluation

- Fishing operators in the European private sector are interested in the waters of Guinea (and West Africa in general) as a source of the high-quality fish on which their income and jobs depend. In addition, the EC has a dual interest in developing and maintaining the fisheries sector in Guinea: first, by providing financing for the development of Guinea, a founder member of the ACP group and, second, by providing a fishing environment for the European fleet, which employs national fishermen and supplies the European market with fish.
- The Government of the Republic of Guinea is interested in its coastal waters as a source of food for its population and as a national resource generating foreign currency. The fishing sector is also a potential source of technology transfer and secondary income through activities associated with both the inputs and outputs of fishing.
- The private sector in Guinea, which is composed mainly of non-industrial fishermen, and persons involved in processing and distributing fish and in port services, depends on fishing as a source of employment, food and training.
- Fishing activities in Guinean waters are to some extent unsupervised, particularly in the case of illegal fishing operations by Asian fleets. As long as this situation prevails, the Guinean Government will continue to lose revenue and will run the risk of overexploitation and destruction of its fish stocks. It is, therefore, not only in the Government's interests but it is also incumbent upon it to take steps to impose stricter controls on fishing activities.

Details of the analyses relating to the ex-ante evaluation are given in the Annex.

In keeping with the lessons drawn from the ex-post evaluation (see point 5.1.3 below), the new Protocol incorporates the factors required to remedy the shortcomings of the existing Protocol and to reinforce the points which have proven to be positive.

Measures incorporated in the new Protocol

The following clauses were proposed by the Commission and accepted by Guinea. They are innovatory measures deriving from the ex-post evaluation:

- Contribution towards the establishment of responsible fisheries: In view of the degree of overfishing in the coastal zone, the Republic of Guinea undertakes to incorporate in its fisheries plan for the year 2004 and subsequent years during the validity period of the Protocol a provision reserving for the Guinean non-industrial fleet the fishing zone between the coast and the 20 metres isobath and, where this isobath is reached less than 12 miles from the coast, the zone between the coast and 12 nautical miles from the coast. See diagram below:

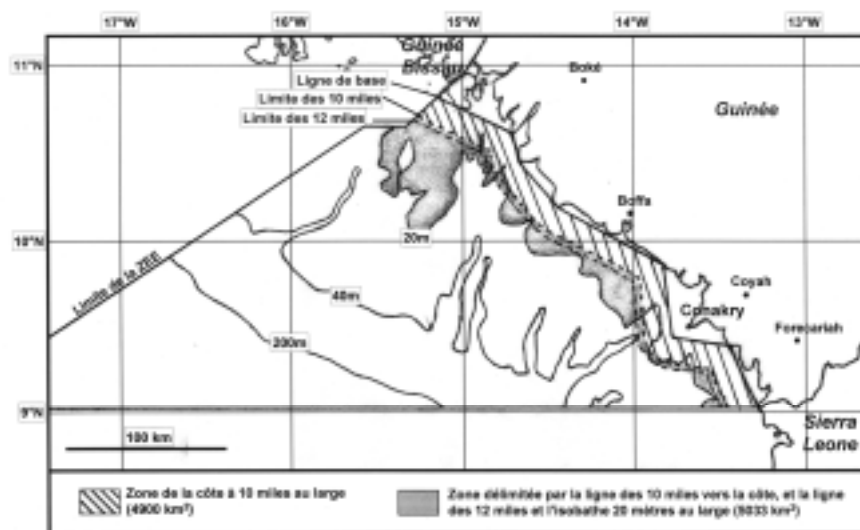


Figure 6: Carte de la ZEE guinéenne montrant l'impact de la limitation de la zone de pêche industrielle à plus de 12 milles de la côte et à plus de 20 mètres de profondeur

Guinée Bissau	Guinea Bissau
Guinée	Guinea
Sierra Leone	Sierra Leone
Ligne de base	Baseline
Limite des 10 miles	10-mile limit
Limite des 12 miles	12-mile limit
Zone de la côte à 10 miles au large (4900 km ²)	Coastal zone out to 10 miles offshore (4900 km ²)
Zone délimitée par la ligne vers la côte, et la ligne des 12 miles et isobath offshore (5033 km ²)	Coastal zone delimited by the line 10 miles des 10 miles from the coast, and the 12-mile line and 20 metre (5033 km ²)

Diagram 6: Map of the Guinean EEZ showing the impact of limiting the industrial fishing zone to over 12 miles from the coast and over 20 metres in depth

In order to avoid discrimination against the Community, this provision shall be applicable to the Community fleet only where it is applied to all industrial fleets without exception. The Republic of Guinea will notify the Commission of the date of application of this measure a month in advance. Until this date, the fishing zone of the Community fleet will be the same as at present (starting 10 miles from the coast).

- Contribution towards improving the socio-economic impact of the Agreement: In order to minimise discards by European vessels, a scheme for collecting excess catches has been established. Catches collected at sea or landed will be handed over free of charge in order to contribute towards supplying the local population. These catches will be taken into account for the purpose of fulfilling the condition, laid down at point 3 of this Annex, that 200 kilograms of fish per GRT be landed free of charge each year. It will no longer be possible to pay instead of landing such catches.
- Contribution towards cooperation between private operators: The two parties undertake to promote the setting-up of joint ventures between Community operators and Guinean operators for the purpose of jointly exploiting fisheries resources in the exclusive economic zone of the Republic of Guinea. Community vessel-owners who are partners in such joint ventures will be given priority when fishing licences are issued and will benefit from a reduction in fees by way of an incentive. The Government of the Republic of Guinea undertakes to grant facilities as provided for in the investment code. Furthermore, those vessel-owners must land in Guinea all fish caught which is not destined for the European market.

In addition, the exclusivity clause (Community vessels may fish only under the Agreement in Guinea) and the social clause have been included in the Protocol.

Changes introduced by the new Protocol in relation to traditional components

Fishing opportunities, financial compensation, fees, and the scheme for managing licences and other technical measures are included in all the fishing protocols and are the result of negotiations with the Community's partner. The principal changes introduced by the new Protocol with the Republic of Guinea concern the duration of the Protocol, fishing opportunities, the financial compensation, abolition of the premium, and the fees to be paid by vessel-owners (with no impact on the Community budget) for licences.

- Duration of five years (1 January 2004 to 31 December 2008). Such a validity period will allow the above-mentioned measures sufficient time to produce results.
- Additional fishing opportunities, applicable from 2005 to fin-fish and cephalopod trawlers, subject to the following conditions:
 - availability of scientific evidence of the sound state of stocks,
 - equivalent reduction in the quota of licences issued outside the scope of agreements
 - satisfactory rate of use of fishing opportunities.
- The financial compensation per GRT has been increased from €740/GRT to €850/GRT, slightly above the level of the Protocol with Guinea Bissau, but well below that of the Protocols with other countries in the same region (Angola, Senegal or Mauritania). It therefore involves a 15% increase after four years (2000/03), which may be considered moderate and the outcome of a reasonable negotiation. In absolute terms, it represents €440 000 a year, which in the light of the approximate benefits of €90.5 million (see ex-post evaluation) for the EU is not significant.
- The premium provided for in the current Protocol in order to reduce the overall fishing effort has been replaced by two payments, of €500 000 and €300 000, in the first two years of the Protocol for the purchase of at least two surveillance vessels. It was considered that this measure would be more effective than the previous measure in reinforcing surveillance.
- Licence fees for trawlers have been increased to the level of those under the Protocol with Guinea Bissau (+23% for fin-fish trawlers, +25% for cephalopod trawlers and +58% for shrimp trawlers). The amounts of the advances for tuna vessels and longliners have also been increased (+11% for seiners, +7% for pole-and-line vessels and between +14% and +60% for longliners). However, the reference amount of €25/tonne has not been changed. These increases are aimed at preventing discrimination against Guinea Conakry in relation to a neighbouring country and have no impact on the Community budget (they are paid by the vessel-owners).
- Quarterly licences run from 1 January, 1 April, 1 July and 1 October. Half-yearly licences run from 1 January and 1 July. Annual licences run from 1

January. This will make it possible to manage licences more efficiently and tighten controls over the fishing effort.

5.1.3 Measures taken following ex-post evaluation

Cost-benefit analysis under the 2000-03 Agreement

- (a) The principal costs for the EU derive from the payment of compensation by DG FISH and of licences by European vessel-operators. These costs alone represent €11.4 million over three years out of an estimated total of €13.3 million.
- (b) The principal benefits for the EU lie in:
 - (i) The value of the fish caught by European vessels in Guinean waters, which is estimated at €26.4 million in terms of the landing price. The estimated added value for processing and distributing the fish represents a further €18.9 million. The overall benefit for fish caught in Guinea thus amounts to €45.3 million.
 - (ii) The value of European jobs directly maintained by fishing activities in Guinea (crews) and estimated direct secondary employment in the countries of origin amount to €45.2 million.
 - (iii) The total value of €90.5 million over three years is therefore shared equally between the value generated by catches and the value of maintaining direct and secondary employment, each of which is worth €15 million per year.
- (c) The benefits for Guinea are chiefly financial. The payment of compensation by the EC and the payment of licences by the EU represent 89% of the benefit of €12.7 million.
- (d) The expenditure to be borne by Guinea under the Fisheries Agreement represents only 1% of the benefits (€128 000). The largest item of such expenditure is the cost of surveillance operations by the CNSP (only 11% of which is targeted at EU activities, based on the number of non-tuna vessels involved).

Description of the principal results of the ex-post evaluation

According to the ex-post evaluation of the preceding Protocol, the following lessons may be drawn, and have been taken into consideration in drafting the new Protocol:

- *The measures introduced by Guinea for the management of fish stocks have not succeeded in preventing overfishing in the coastal zone.*

The Republic of Guinea undertakes to incorporate in its fisheries plan for the year 2004 and subsequent years during the validity period of the Protocol a provision reserving for the Guinean non-industrial fleet the fishing zone between the coast and the 20 metres isobath and, where this isobath is reached less than 12 miles from the coast, the zone between the coast and 12 nautical miles from the coast (see point 5.1.2).

- *The preceding Protocols have not succeeded in improving local market supplies and food security for the population. At the same time, discards are a waste of resources.*

In order to minimise discards by European vessels, a scheme for collecting excess catches has been established. Catches collected at sea or landed shall be handed over free of charge in order to contribute towards supplying the local population (see point 5.1.2).

- *Fisheries protection and control measures in Guinea are inefficient and the previous Protocols have not succeeded in reducing illegal fishing.*

In order to improve this situation, provision is made for two payments, of €500 000 and €300 000, in the first two years of the Protocol for the purchase of at least two surveillance vessels (see point 5.1.2). In addition, at least €400 000 per year will be used to improve fisheries surveillance and management of the fishing effort.

- *Previous Protocols have also done little to generate local added value.*

In order to improve this situation, at least €175 000 per year will be spent on the organisation of non-industrial fishing and at least €150 000 per year on the promotion of training in the different scientific, technical and economic disciplines relating to fisheries.

- *Guinean involvement in the fisheries sector has remained largely non-industrial.*

In order to improve this situation, the two parties have undertaken to promote the setting-up of joint ventures between Community operators and Guinean operators for the purpose of jointly exploiting fisheries resources in the exclusive economic zone of the Republic of Guinea. Vessel-owners operating in the context of such joint ventures must land in Guinea all fish caught which is not destined for the European market (see point 5.1.2).

- *Regional cooperation with other West African countries has been limited.*

In order to improve this situation, at least €175 000 per year will be earmarked for the contribution to and participation by the Republic of Guinea in international fisheries organisations.

- *The lack of information on fishing in Guinea makes it difficult to carry out an accurate assessment of the activities and results of the fisheries sector.*

In order to improve this situation, a stricter licence-management system has been introduced (see point 5.1.2).

5.2 Action envisaged and budget intervention arrangements

The new Protocol will be valid for a period of five years, from 1 January 2004.

5.2.1 Budget intervention arrangements

The financial allocation under the Agreement comprises the following:

- The financial contribution referred to in Article 2 of the Protocol. This financial contribution is in turn composed of:
 - ◆ Financial compensation paid to the Government by way of commercial compensation for the benefits enjoyed by the Community under the Agreement.
 - ◆ The financing of measures aimed at achieving objectives associated with the sustainable management of Guinean fisheries resources, as laid down in the Guinean Government's sectoral programme and in accordance with the breakdown provided for in Article 3 of the Protocol.

These objectives are as follows:

- ◆ Improve knowledge of fishery and biological resources in the Republic of Guinea's fishing zone.
 - ◆ Improve fisheries surveillance and management of the fishing effort.
 - ◆ Institutional reinforcement of the structures of the Fisheries Ministry.
 - ◆ Promotion of training in the different scientific, technical and economic disciplines associated with fisheries.
 - ◆ Contribution to and participation by the Republic of Guinea in international fisheries organisations
- Two payments, of €500 000 and €300 000, in the first two years of the Protocol for the purchase of at least two surveillance vessels to combat illegal fishing.

The financial contribution is set as follows:

- For 2004, at €3 400 000 (comprising €2 000 000 in financial compensation and €1 400 000 for measures aimed at achieving the abovementioned objectives associated with the sustainable management of Guinean fisheries resources).
- For 2005, at €3 825 000 (comprising €2 200 000 in financial compensation and €1 625 000 for measures aimed at achieving the abovementioned objectives associated with the sustainable management of Guinean fisheries resources).
- For 2006, at €4 250 000 (comprising €2 300 000 in financial compensation and €1 950 000 for measures aimed at achieving the abovementioned objectives associated with the sustainable management of Guinean fisheries resources).

- For 2007, at €4 250 000 (comprising €2 300 000 in financial compensation and €1 950 000 for measures aimed at achieving the abovementioned objectives associated with the sustainable management of Guinean fisheries resources).
- For 2008, at €4 250 000 (comprising €2 300 000 in financial compensation and €1 950 000 for measures aimed at achieving the abovementioned objectives associated with the sustainable management of Guinean fisheries resources).

Arrangements for granting the financial compensation

The financial compensation is payable no later than 30 September of the first year (2004) and 1 February of each subsequent year (2005, 2006, 2007 and 2008).

If the increases in fishing opportunities provided for 2005 and subsequent years are not granted, the financial contribution which the European Community is to grant to the Republic of Guinea will be adjusted in proportion to the amount established above.

The Government of the Republic of Guinea will have full discretion regarding the use of the financial compensation, which will be paid into an account specified by the Government of the Republic of Guinea and opened on behalf of the Public Treasury.

Arrangements for granting financing for measures aimed at achieving the objectives associated with the sustainable management of Guinean fisheries resources

The two parties have undertaken to establish the indicators to be adopted for the purpose of assessing to what extent the objectives associated with the sustainable management of Guinean fisheries resources have been met. In establishing these indicators, the Commission will base itself on, *inter alia*, the methodology and list of indicators to be proposed in a study which will be made available to the Commission by an external consultant.

5.2.2 *Identification of the impacts of the new Protocol*

The fundamental question which this Protocol addresses lies in the maintenance of fishing opportunities for European vessels at an adequate level in the territorial waters of the Republic of Guinea. Historically, European vessels have enjoyed such opportunities in the context of an EU-Guinea Agreement, which was first signed in 1983 and has been renewed on successive occasions up to the present time. Since 2000, this Agreement has defined the scope of the fishing opportunities available to the Europeans, which the Commission has divided between Member States with a tradition of fishing in this region.

The communities which could be affected by the existence or otherwise of such an Agreement, and by the terms thereof, are (with an indication of the numbers involved):

- ◆ Fishing communities in the EU regions where fishing vessels are generally based. In the case of tuna fishing, the main regions affected are Brittany (France) and Vizcaya (Spain), while in the case of shrimp fishing, they are Liguria (Italy) and Piraeus (Greece). For these regions, the possibility of fishing in Guinean waters has an economic impact - albeit limited - and therefore a social impact. (A few hundred people are directly affected, and probably a thousand are affected if immediate secondary employment is included).
- ◆ For the Guinean coastal communities (3 million inhabitants), there is a potential environmental or ecological impact if Guinean waters are polluted by EU fishing activity, or if this activity alters the ecological balance.
- ◆ The resources of the Guinean population in general (7.6 million) could be threatened and its diet could suffer if European fishing activities were to cause a decline in fish stocks.
- ◆ The Guinean economy as a whole (GDP: €3.3 million), which benefits from the compensation paid by the EC.
- ◆ In particular, the fisheries sector, which benefits directly or indirectly from the compensation paid by the EC to the Ministry of Fisheries and Aquaculture (a body with an annual budget of approximately €2.8 million).
- ◆ The Guinean fishing community, which operates mainly on a non-industrial scale, may be affected on an economic level if European fishing activity compromises its own activity, which would have social consequences. (Approximately 10 000 fishermen, and 70 000 persons whose livelihood depends on fisheries).
- ◆ The other industrial fleets operating in Guinean waters, whose activities may be influenced by the measures taken by the EC and Guinea under the new Agreement. The influence could be direct (e.g. an increase or decrease in EU fishing rights) or indirect (e.g. if new rules contained in the Protocol were to apply to the entire industrial fleet). (Around 150 fishing vessels, representing approximately 50 000 tonnes of fish per year).
- ◆ The European population in general (in the order of 300 million), for whom the increased supply of fish on the market could have a social impact.

In brief, the impact of the measures envisaged by the new Protocol and their relative importance are:

- The proposal to extend the zone reserved for non-industrial fishing (from <10 miles at present to <12 miles and <20 metres depth) will generate important advantages for Guinea:
 - Environmental (recovery of over-exploited stocks and preservation of the ecosystem).
 - Economic (improved yields in the non-industrial sector).
 - Social (effect resulting in economic development).

In addition:

- The extension of the non-industrial fishing zone will be adopted by the Ministry of Fisheries and Aquaculture and will be applied to all industrial fleets, with the multiplier effect which that entails.

The potential negative consequences for the EC are slight (reduction in the fishing zone available to the European fleet). Tuna and shrimp fishing will not be affected (deep-water), while other types of fishing should be affected only slightly. The negative effect is potentially greater in the case of the other foreign industrial fleets. However, the negative effects for these fleets constitute positive effects for Guinea and for the environment.

- The increased compensation to the Ministry of Fisheries and Aquaculture will have a positive economic and social impact in Guinea since more resources will come under surveillance. The fact that non-industrial fishing will become easier in the extended zone is likely to attract more non-industrial fishermen to this activity. It is also necessary, therefore, to supervise non-industrial fishing in order to avoid neutralising the benefits of the protective measures taken in the coastal zone.
- The overall fishing effort will not be increased, because any increase in fishing opportunities for Community trawlers is subject to an equivalent reduction in the quota of licences issued outside the scope of agreements.
- Reducing discards and using them to supply the local market will have a beneficial effect on both the environment and food security.

5.3 Methods of implementation

Implementation of the Protocol is the sole responsibility of the Commission and will be undertaken by its officials both in Brussels and at its Delegation in Guinea.

6. FINANCIAL IMPACT

6.1 Total financial impact on Part B (over the entire programming period)

6.1.1 Financial intervention: Commitment appropriations in € million (to three decimal places)

Breakdown	Year n	n + 1	n + 2	n + 3	n + 4	n + 5 and subs. fin. years	Total
Financial mini	3.400	3.400	3.400	3.400	3.400	-----	17.000
contribution (FC) maxi ⁵	3.400	3.825	4.250	4.250	4.250		19.975
Targeted measures ⁶ mini	1.400	1.400	1.400	1.400	1.400	-----	7.000
(part of the total FC) maxi	1.400	1.625	1.950	1.950	1.950		8.875
Purchase of surveillance vessels in 2004 and 2005 ⁷	0.500	0.300	----	----	-----	-----	0.800
TOTAL mini	3.900	3.700	3.400	3.400	3.400	-----	17.800
Maxi	3.900	4.125	4.250	4.250	4.250	-----	20.775

⁵ See Article 2 of the Protocol.

⁶ Included in the FC.

⁷ In addition to the FC.

6.1.2. Technical and administrative assistance and support expenditure (commitment appropriations)

	Year n	n + 1	n + 2	n + 3	n + 4	n + 5 and subs. fin. years	Total
(1) Technical and administrative assistance:							
(a) Technical assistance offices							
(b) Other technical and administrative assistance: - intra-muros: - extra-muros: <i>of which for construction and maintenance of computerised management systems</i>							
Subtotal 1							
(2) Support expenditure							
(a) Studies							
(b) Meeting of experts							
(c) Information and publications							
Subtotal 2							
TOTAL							

6.2. Calculation of costs by measure envisaged in Part B (over the entire programming period)

Commitment appropriations in € million (to three decimal places)

Breakdown	Type of products/outputs (projects, files, etc.)	Number of outputs (total for years 1...n)	Average unit cost	Total cost (total for years 1...n)
<u>Action 1</u>	Fishing opportunities in exchange for financial compensation	Between 4 000 GRT and 5 000 GRT for trawlers, 34 seiners, 14 pole-and-line vessels and 9 surface longliners.	Mini: €2.000 million/year Maxi: €2.220 million/year	10.000 11.100 ⁸
<u>Action 2</u>	Partnership measures in the fisheries sphere	Targeted measures and purchase of surveillance vessels	Mini: €1.560 million/year Maxi: €1.935/year	7.800 9.675
TOTAL COST				between 17.800 and 20.775

7. IMPACT ON STAFF AND ADMINISTRATIVE EXPENDITURE

7.1. Impact on human resources

Types of post		Staff to be assigned to management of the action using existing and/or additional resources		Total Person/months	Description of tasks deriving from the action
		Number of permanent posts	Number of temporary posts		
Officials or Temporary staff	A	1		4	Negotiation of and follow-up to the Agreement.
	B	1		0.5	
	C	1		0.5	
Other human resources					
Total		3	0	5	

⁸ If all the annual increases are applied.

7.2 Overall financial impact of human resources

Type of human resources	Amount in €	Method of calculation*
Officials Temporary staff	37 791/year	$[(100\,000/12) \times 4] + [(60\,000/12) \times 0.5] + [(47\,000/12) \times 0.5]$
Other human resources (Budget lines A-7000 and A-7003)		
Total	37 791/year	

The amounts are total expenditure for twelve months.

7.3 Other administrative expenditure deriving from the action

Budget line (number and heading)	Amount in €	Method of calculation
Overall allocation (Title A7)		
A0701 - Missions	9 000/year	
A07030 - Meetings	0	
A07031 - Compulsory committees(1)	0	
A07032 - Non-compulsory committees(1)	0	
A07040 - Conferences	0	
A0705 - Studies and consultations	42 000	Ex-post evaluation
Other expenditure (state which)		
Information systems (A-5001/A-4300)		
Other expenditure - Part A (state which)		
Total	9 000/year +42 000	

The amounts are total expenditure for twelve months.

I.	Annual total (7.2 + 7.3)	Last year: 46 791+42 000 other years: 46 791
II.	Duration of action	Five years
III.	Total cost of action (I x II)	€275 955

Human and administrative resources requirements will in any event be covered by the appropriations allocated to the relevant department.

If the Agreement had not been concluded (initialled), this would also have resulted in a significant workload and substantial expenditure on visits and meetings.

8. FOLLOW-UP AND EVALUATION

8.1 Provisions on follow-up

The financial compensation is payable no later than 30 September of the first year (2004) and 1 February of each subsequent year (2005, 2006, 2007 and 2008).

If the increases in fishing opportunities provided for in Article 1(1) are not granted, the financial contribution which the European Community is to grant to the Republic of Guinea will be adjusted in proportion to the amount established above.

The Government of the Republic of Guinea has full discretion regarding the use to which the financial compensation is put. It will be paid into an account specified by the Government of the Republic of Guinea and opened with the Public Treasury.

As regards the financing of measures aimed at achieving certain objectives laid down in the Guinean Government's sectoral programme, the two parties undertake to establish the indicators to be adopted for the purpose of assessing to what extent these objectives have been met. In establishing these indicators, the Commission will base itself on, *inter alia*, the methodology and list of indicators to be proposed in a study which will be made available to the Commission by an external consultant.

The measures and the annual amounts allocated thereto will be decided on by the Fisheries Ministry, which will duly inform the European Commission.

Provisions on the transfer of funds:

The annual amounts will be made available to the bodies concerned not later than 30 September 2004 in the first year and 2 May in subsequent years, and will be paid into the bank accounts specified by the Fisheries Ministry according to the schedule for their use. The Fisheries Ministry will provide the bank account numbers to be used for such payments.

No later than three months after the anniversary date of the entry into force of the Protocol, the Fisheries Ministry will forward to the European Commission Delegation a comprehensive report for the first year and a detailed report for subsequent years on the extent to which the above objectives have been achieved on the basis of the indicators adopted. The European Commission reserves the right to ask the Fisheries Ministry for any additional information on the results and to reconsider the payments concerned should the measures not be implemented.

8.2 Arrangements and schedule for evaluations

Prior to a possible renewal in 2008, the Protocol will be evaluated in accordance with the Communication (SEC(2000)1051) of 26 July 2000 on Strengthening Evaluation of Commission Activities.

This evaluation will have to take account of direct economic indicators (catches and value of catches), indicators of the impact (number of jobs created and maintained and relationship between the cost of the Protocol and the value of the catches) and indicators of the effects on the ecosystem.

As regards measures aimed at achieving objectives associated with the sustainable management of Guinean fisheries resources, see above.

9. ANTI-FRAUD MEASURES

Since the financial compensation is paid by the Community in direct exchange for the fishing opportunities offered, the third country uses it for whatever end it chooses. However, it is required to report to the Commission, as provided for in the Protocol, on the use of certain funds. The Commission reserves the right to request additional information on the results achieved and to review payments in the light of the actual implementation of the measures.

The Commission will present to the Fisheries Ministry, via its Delegation in the Republic of Guinea, an application for each vessel that is to be used for fishing under the Agreement, at least 30 days before the date of commencement of the period of validity requested. An initial check on the compliance of applications will be carried out by DG FISH.

Each licence application will be accompanied by proof of payment of the fee for the period of validity of the licence and by a copy of the tonnage certificate. Payment will be made into the account opened with the Public Treasury of the Republic of Guinea.

Each vessel must be represented by an agent of Guinean nationality established in the Republic of Guinea. The name and address of the agent must appear on the licence application.

After proof of payment of the fee is received, the licence will be signed and issued by the Fisheries Ministry to the vessel-owners or their representatives via the European Commission Delegation in the Republic of Guinea.

In addition, the Member States whose vessels operate under this Agreement must certify to the Commission the accuracy of the data indicated in the tonnage certificates of the vessels so that the licence fees may be calculated on a guaranteed basis.

The Protocol also requires Community vessel-owners to fill out catch declarations (which must be transmitted to the Commission and the Guinean authorities), which then serve as the basis for drawing up the final annual statement of catches under the Protocol and the corresponding fees.

ANNEX⁹

EX-ANTE EVALUATION

Introduction

In carrying out this ex-ante evaluation of the likely new Protocol to the Fisheries Agreement for 2004-08, we have assumed that the actors and parties involved are the same as those taken into account in the ex-post evaluation and impact analysis for the current Protocol.

Presentation of actors taken into account

Actors and interested parties	Responsibilities and area of interest
1. European Commission	Administration of the Fisheries Agreement with Guinea, general responsibility in monitoring the issue of licences and the declaration of catches Payment of compensation to Guinea Administration of technical assistance and other programmes of assistance to Guinea (by other DGs)
2. EU fishing operators	Payment of licences for fishing in Guinea Operation of fishing fleets in Guinea
3. EU fishing industry	Import, processing and distribution of fish and fishery products from Guinea
4. EU fishermen	Members of crews of European vessels fishing in Guinean waters
5. Guinean Government expenditure	Expenditure linked to fisheries and fishery programmes and projects in Guinea Policies. Infrastructure and organisation of the fishing industry in Guinea Representation of Guinea at regional and international level Activity report to the EC and expenditure under EC-Guinea Fisheries Agreement
6. Guinean Government revenue	Compensation paid by EC and licence payments
7. Guinean fisheries sector	Primarily small-scale fishing at village level Processing (smoking) and local distribution Limited processing activities (packaging, freezing) for export to Europe
8. Port services in Guinea	Port services (repairs, food supplies, fuel supplies, cold storage)

⁹

This Annex has been drafted on the basis of information from the study carried out by METRA Economic Consulting at the request of the European Commission, which was presented to DG FISH on 20 June 2003.

Requirements to be met (medium and long-term)

For each actor, the following requirements have been identified in connection with the Fisheries Agreement:

Requirements of the different actors/parties

Actors/Parties	Short-term needs	Long-term needs
1. European Commission	Continuity in strategy and actions vis-à-vis the interests of European fisheries Continuity in strategy and actions vis-à-vis Guinea	Continued influence and dialogue with the interests of European fisheries Political influence on Guinea
2. EU fishing operators	Access to Guinean EEZ Availability of fish at a competitive price	Investment promotion policies so as to continue fishing activities in the Guinean EEZ
3. EU fishing industry	Availability of fish	Long-term guarantee of availability of fish in Guinean waters Policies and measures encouraging private investment in Guinea in infrastructures connected to fishing activities
4. EU fishermen	Employment by European fleets	Continuation of fishing operations of EU fleet in Guinea
5. Guinean Government expenditure	Details of new agreement to be administered to permit allocation of the budget and associated staff Details of activities to be financed in the fisheries sector	EU fisheries policy guidelines in the long term
6. Guinean Government revenue	Confirmation of anticipated transfers from the EC Payment of licences by private operators	Long-term expectations as regards revenue from fisheries operators and from the EC
7. Guinean fisheries sector	Maintaining fish stocks Access to coastal waters Protection against fraud Wider involvement in secondary activities (services for vessels, processing)	Maintaining fish stocks Access to coastal waters Protection against fraud
8. Port services in Guinea	Wider involvement in fishing activities	

The short-term requirements correspond to existing requirements which must be taken into account in any Fisheries Agreement. The long-term requirements are those which will determine the evolution and development of the fishing sector in Guinea over the next five to ten years.

Objectives to be attained, anticipated results and indicators

The proposed Protocol to the Fisheries Agreements must take account of the following general objectives:

Objectives to be taken into account in the new Protocol

Actors/ Parties	Objectives	Results	Indicators
1. European Commission	Conclusion of a new agreement with Guinea Establishment of a financial Protocol	New series of arrangements with Guinea New rules for European operators	Agreement signed Financial transfers made
2. EU fishing operators	Continued access to Guinean EEZ at reasonable licence rates Availability of port services in Guinea if necessary	New series of arrangements for licences Increase in use of Guinea port facilities	Number/GRT of vessels operating in Guinean waters Catches recorded Licences paid Turnover of port services
3. EU fishing industry	Continued availability of fish at a competitive price No unfair competition from unlicensed fleets Clearly demarcated borders	Fish available	Volumes and value of fish landed in Europe from Guinea
4. EU fishermen	Safeguarding of jobs	Number of posts maintained	Returns for European employers
5. Guinean Government expenditure	Maintaining and developing Guinea's fishing industry - assistance to small-scale fishermen - development of port facilities - training of administrators - improvement of health and hygiene standards Participation in regional forums Minimise illegal fishing	Measures adopted (through EC financing or licence payments) - training of fishermen - improvement of cold-storage capacities - improved administration of ports and fisheries - conformity of fish caught by small-scale fishermen with European standards Influence of Guinea in international fora Elimination of illegal fishing	Number of individuals trained Construction of physical and institutional infrastructure Minimal reports of illegal fishing activity
6. Guinean Government revenue	Maximise revenue from licences Receipt of compensation from EC	Licences and compensation actually paid out, received and distributed	Government statistics and reports on the use of funds
7. Guinean fisheries sector	Stronger participation in fishing activities	Increase in revenue Increase in formal/informal	Enquiries and research at village level

Actors/ Parties	Objectives	Results	Indicators
	More value-added Increase in revenue from fishing activities	employment Transfer of technology and know-how	Employment statistics
8. Port services in Guinea	Maximise involvement in and revenue from activities related to fishing	Increase in revenue Increase in formal/informal employment Transfer of technology and know-how	Enquiries and research at village level Employment statistics

Value-added of Community assistance

See cost-benefits analysis

Risks and alternative options

The introduction of a new Protocol necessarily involves a certain degree of risk. The following table sums up the risks and proposes measures to introduce to try to control them.

Risks linked to the proposals and alternative options

Risks	Alternative options
Fraud: Guinea's revenue is not allocated as agreed	Improve EC monitoring of revenue and expenditure
Chinese and Korean fleets continue to ignore licences and other controls	Improve control activities by patrols Enforce the laws and rules by prosecution, fines, confiscating equipment
Coastal fish stocks continue to decline	Extend the reserved area to 12 miles and 20m depth
Small-scale fishermen continue to be marginalised, no increase in their share of catches and revenue	Review and improve measures in their favour
Lack of investment (local or foreign) in local value-added operations	Review the terms of issuing licences as regards the need for foreign fleets to use local port facilities Review laws and initiatives in favour of investment Review cost factor (water, electricity, etc.)

Responsibility for these options will largely rest with the EC and the Guinean Government.

Conclusions

A number of interconnected questions are covered in this evaluation:

- The EC has a dual interest in developing and maintaining the fisheries sector in Guinea: first, by providing financing for the development of Guinea, a founder member of the ACP group and, second, by providing a fishing environment for the European fleet, which employs national fishermen and supplies the European market with fish.
- Fishing operators in the European private sector and fishermen are interested in the waters of Guinea (and West Africa in general) as a source of the high-quality fish on which their income and jobs depend.
- The Government of the Republic of Guinea is interested in its coastal waters as a source of food for its population and as a national resource generating foreign currency. The fishing sector is also a potential source of technology transfer and secondary income through activities associated with both the inputs and outputs of fishing.
- The private sector in Guinea, which is composed mainly of non-industrial fishermen, and persons involved in processing and distributing fish and in port services, depends on fishing as a source of employment, food and training.
- Fishing activities in Guinean waters are to some extent unsupervised, particularly in the case of illegal fishing operations by Asian fleets. As long as this situation prevails, the Guinean Government will continue to lose revenue and will run the risk of overexploitation and destruction of its fish stocks. It is, therefore, not only in the Government's interests but it is also incumbent upon it to take steps to impose stricter controls on fishing activities.

All these factors are interdependent and, therefore, have a shared interest in establishing a new Protocol which recognises the requirements of each.

Lessons drawn from previous experience

According to the ex-post evaluation of the preceding Protocol, the following lessons may be drawn, and were taken into consideration in drafting the new Protocol:

- The measures introduced by Guinea for the management of fish stocks have not succeeded in preventing overfishing in the coastal zone.
- The preceding Protocols have not succeeded in improving local market supplies and food security for the population. At the same time, discards are a waste of resources.
- Fisheries protection and control measures in Guinea are inefficient and the previous Protocols have not succeeded in reducing illegal fishing.
- Previous Protocols have also done little to generate local added value.
- Guinean involvement in the fisheries sector has remained largely non-industrial.
- Regional cooperation with other West African countries has been limited.
- The lack of information on fishing in Guinea makes it difficult to carry out an accurate assessment of the activities and results of the fisheries sector.