

AGREEMENT on cooperation in the sea fisheries sector between the European Community and the Islamic Republic of Mauritania

THE EUROPEAN COMMUNITY,

hereinafter referred to as the 'Community', and

THE ISLAMIC REPUBLIC OF MAURITANIA,

hereinafter referred to as 'Mauritania',

hereinafter referred to as the 'Contracting Parties',

CONSIDERING the close and privileged relations between the Community and Mauritania and both Parties' desire to create an effective partnership in the framework of the Euro-Mediterranean project and taking account of the spirit of cooperation resulting from the Lomé Convention;

AWARE of the role played by the sea fisheries sector and related industries in the economic and social development of Mauritania and various regions of the Community and taking account of both Parties' determination to modernize and reorganize their fishing fleets, each for its part;

RECALLING that the Community and Mauritania are signatories to the United Nations Convention on the Law of Sea and that, in accordance with that Convention, Mauritania has established an exclusive economic zone extending 200 nautical miles from its shores within which it exercises its sovereign rights for the purpose of exploring, exploiting, conserving and managing the resources of the said zone;

TAKING ACCOUNT of the code of conduct on responsible fishing adopted by the Council of the Food and Agriculture Organization;

AWARE of the importance they attach to the conservation and rational exploitation of fishery resources and the protection of the marine environment;

DETERMINED to ensure, in their mutual interest, the conservation, rational management and sustainable development of the fishery resources of their coastal waters and to cooperate in the establishment of a system of controls covering all fishing activities so as to guarantee the effectiveness of the measures for the development and conservation of such resources;

CONVINCED that the achievement of their respective economic and social objectives in the fisheries sector will be furthered by close cooperation in scientific and technical research in that sector on terms ensuring the conservation and rational exploitation of stocks;

TAKING INTO ACCOUNT the fact that sea fishing activities constitute a complete economic cycle and anxious to establish stronger links by means of close and far-reaching cooperation between the two partners embracing all aspects of the cycle with a view to promoting its growth together;

TAKING ACCOUNT of the objectives and guidelines contained in Mauritania's fisheries sector development policy;

DESIROUS of developing the various aspects of their cooperation on sea fishing activities and related industries on mutually advantageous terms;

DESIROUS of determining the procedures for cooperation in the sea fisheries sector and related industries,

HAVE AGREED AS FOLLOWS:

Article 1

Purpose and definitions

1. This Agreement establishes the principles, rules and procedures for cooperation between the Community and Mauritania in the conservation and development of fishery resources and in the creation of added value directly or by processing and sets out the conditions for the fishing activities of vessels flying the flag of a Member State of the Community in the waters over which Mauritania has sovereignty or jurisdiction.

2. For the purposes of this Agreement, the Annexes and Protocol thereto:

(a)'Mauritania's fishing zone` means the waters over which the Islamic Republic of Mauritania has sovereignty or jurisdiction;

(b)'Community vessels` means fishing vessels flying the flag of a Member State and registered in the Community which operate in the framework of this Agreement;

(c)'the Ministry` shall mean Mauritania's Ministry of Fisheries and the Marine Economy;

(d)'Surveillance authority` shall mean the delegation responsible for fisheries surveillance and protection in Mauritania;

(e)'Mauritanian law` shall mean Mauritanian rules and regulations;

(f)'Commission` shall mean the Commission of the European

Communities;

(g)'the Delegation` shall mean the Delegation of the Commission of the European Communities to Mauritania.

Article 2

Areas of cooperation

1. The Contracting Parties shall cooperate, either bilaterally or within the framework of the competent international organizations, or, where appropriate, on a regional or subregional basis, with a view to ensuring the conservation and rational exploitation of fishery stocks in accordance with the relevant provisions of the United Nations Convention on the Law of the Sea.
2. The Contracting Parties shall step up scientific and technical cooperation between their institutions specializing in the fisheries sector.
3. The Contracting Parties shall promote economic, commercial and industrial cooperation in the fisheries sector. To this effect they shall facilitate the exchange and dissemination of information on fishing techniques and gear, on the conservation and industrial processing of fishery products and on methods for the protection of the marine environment.
4. With a view to ensuring the sustainable development of the sea fisheries sector and in accordance with the provisions of Article 7 of this Agreement, the Community shall provide Mauritania with a financial contribution to build up health inspection and scientific research in its fisheries sector and implement the policy for the development of its fisheries.

Article 3

Development activities

The Contracting Parties shall undertake operations conducive to the sustainable development of Mauritania's fisheries sector and designed to strengthen the solidarity of the common interests of their respective operators, notably by:

- the modernization of the inshore fishing fleet and of fisheries-related industries,
- the development of small-scale fishing,
- the development of port infrastructure and the improvement of conditions for the reception of fishing fleets in Mauritanian ports,

- undertaking aquaculture projects,
- protection of the marine environment,
- commissioning specific studies,
- developing research into new fishing methods conducive to the rational exploitation of fish stocks,
- the improvement and development of distribution networks for fishery products,
- improving assistance and rescue services at sea,
- monitoring the exploitation of fishery resources,
- stepping up surveillance at sea,
- improving administrative procedures for managing this Agreement,
- encouraging the establishment and development of associations of undertakings and joint ventures in the fisheries and aquaculture sectors and related industries.

Such programmes and operations may be eligible for a financial contribution from the Community.

Article 4

Training for seamen

The Community shall pay particular attention to Mauritania's needs in the matter of training for seamen by developing and strengthening its human resources and the infrastructure and facilities of its maritime training establishments in Mauritania. To those ends it shall make a financial contribution to Mauritania in accordance with Article 7 of this Agreement.

Article 5

Fishing opportunities

The fishing opportunities accorded by Mauritania to Community vessels in Mauritania's fishing zone and the financial compensation referred to in Article 7 shall be set out in the Protocol to this Agreement.

Article 6

General conditions for the exercise of fishing activities

1. The exercise of fishing activities by Community vessels shall be subject to the holding of a licence issued by the competent Mauritanian authorities at the request of the competent Community authorities. On the issue of a license, fees and contributions to observers' expenses shall be incurred, payable by the shipowner.
2. The Community shall make available to Mauritania all relevant information on the activities of those of its vessels authorized to fish in Mauritania's fishing zone, notably information on the quantities landed as set out in the Annexes.
3. The procedures for the issue of licences and for the payment of fees and contributions to scientific observers' expenses, and any other conditions to which fishing activities by Community vessels in Mauritania's fishing zone may be subject, are set out in the Annexes.
4. The Contracting Parties shall ensure the proper implementation of these procedures and conditions by appropriate administrative cooperation between their competent authorities.

Article 7

Compensation and financial contribution

The Community shall accord Mauritania, in return for the fishing opportunities referred to in Article 5 of this Agreement:

- financial compensation, and
- the financial contributions referred to in Articles 2, 3 and 4.

The above financial compensation and financial contributions are set out in the Protocol to this Agreement.

Article 8

Compliance with the conditions for the exercise of fishing activities

1. The Community undertakes to take all steps necessary to ensure that its vessels comply with the provisions of this Agreement and Mauritanian law in accordance with the United Nations Convention on the Law of the Sea.
2. The Mauritanian authorities shall notify the Delegation in good time of any new rules and regulations relating to fishing. Community vessels shall have one month within which to comply with any such new rules and regulations.

3. Measures taken by Mauritania to regulate fishing shall not discriminate against Community vessels in relation to vessels of third countries, nor be such as to impede the full exercise of any fishing rights accorded to the Community pursuant to this Agreement.
4. Measures involving the partial cessation of fishing activities or the biological recovery of particular species shall be applied to all fleets landing those species as their principal catch.
5. Should Mauritania decide, as a result of changes in the state of its resources, to adopt conservation measures other than those referred to in paragraph 4, which affect the activities of Community vessels, consultations shall be arranged between the Contracting Parties with a view to adapting the Protocol and Annexes to this Agreement.

The aim of such consultations shall be to evaluate the scientific grounds for the measures and, where appropriate, to adapt the Community's financial contribution in line with any adaptation to the fishing opportunities laid down in the Protocol.

Article 9

Administrative cooperation

The Contracting Parties, desirous of ensuring the effectiveness of the measures for the development and conservation of fishery resources shall:

- develop administrative cooperation to ensure that their vessels respect the provisions of this Agreement and Mauritanian law on sea fishing, each for its part,
- cooperate to prevent and combat illegal fishing, in particular through the exchange of information and close administrative cooperation.

The practical arrangements for the implementation of administrative cooperation are set out in the Annexes.

The application of the practical arrangements for administrative cooperation shall be examined by both Parties within the Joint Committee provided for in Article 10 of this Agreement.

Article 10

Joint Committee

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

applied correctly. The Joint Committee shall, inter alia:

- supervise the implementation, interpretation and proper working of the Agreement, and the settlement of disputes,
- constitute the necessary point of contact in matters of common interest regarding the fisheries sector,
- evaluate the results of the cooperation between the Contracting Parties with regard to supervision as set out in the Annexes hereto,
- examine the conduct of landings and transshipments by Community vessels in Mauritanian ports,
- examine the application of arrangements for cooperation to combat illegal fishing and for administrative cooperation to ensure respect for Mauritanian law and the provisions of this Agreement.

The Joint Committee shall meet once a year, alternately in Mauritania and the Community, or in extraordinary session at the request of either of the Contracting Parties.

Article 11

Dispute settlement

The Contracting Parties shall consult each other on any dispute concerning the interpretation or application of this Agreement.

Article 12

Annexes and Protocol

The Protocol and the fishing datasheets included therein and the Annexes and their Appendices shall form an integral part of this Agreement.

Article 13

Law of the Sea

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

Article 14

Area of application

This Agreement shall apply, on the one hand, to the territories in

which the Treaty establishing the European Community is applied under the conditions laid down in that Treaty and, on the other hand, to the territory of the Islamic Republic of Mauritania.

Article 15

Duration and validity

1. This Agreement shall be valid for five years commencing on 1 August 1996.
2. Should the Agreement not be terminated by either Party through notice of termination given six months before the expiry of that period of five years, it shall remain in force for additional periods of five years, provided that notice of termination has not been given at least six months before the expiry of each such five-year period.
3. Should the Agreement be denounced, the Contracting Parties shall enter into negotiations.
4. Before the expiry of the Protocol, negotiations shall take place between the Contracting Parties to determine by mutual agreement the amendments or additions to be made to the Annexes or the Protocol.

Article 16

Final provisions

This Agreement, drawn up in duplicate in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish, Swedish and Arabic languages, each of these texts being equally authentic, shall enter into force on the date on which the Contracting Parties notify each other of the completion of the procedures necessary for that purpose.

Fishing data sheet No 1

FISHING CATEGORY: FISHING VESSELS SPECIALIZING IN CRUSTACEANS OTHER THAN CRAWFISH

1. Fishing zone

1.1. North of latitude 19_ 21 N: nine nautical miles from the baseline of Cap Blanc-Cap Timiris.

During a period laid down annually by decree of the Minister responsible for sea fishing, fishing is not authorized within the lines between the following points:

20_ 46 N 17_ 03 W

19_ 50 N 17_ 03 W

19_ 21 N 16_ 45 W.

1.2. South of latitude 19_ 21 N: six nautical miles from the low-water mark.

2. Authorized gear: Bottom shrimp trawl

Doubling of the cod-end is prohibited.

Doubling of the twine forming the cod-end is prohibited.

3. Minimum authorized mesh size: 50 mm.

4. Biological recovery: Two months: March and April.

The Contracting Parties may decide by common agreement to adjust the above period of biological recovery.

5. By-catches: 20 % fish and 15 % cephalopods.

6. Authorized tonnage/Fees:

Periods	1.8.96 to 31.7.97	1.8.97 to 31.7.98	1.8.98 to 31.7.99	1.8.99 to 31.7.2000	1.8.2000 to 31.7.2001
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Authorized tonnage (GRT)	5 500	5 500	5 500	5 500	5 500
Fees in ecus per GRT/annum	290	304	320	335	352

7. Comments: -

Fishing datasheet No 2

FISHING CATEGORY: BLACK HAKE TRAWLERS (1) AND BOTTOM LONGLINERS

1. Fishing zone

1.1. North of latitude 19_ 21 N: the lines between the following points:

20_ 36 N 17_ 36 W

20_ 03 N 17_ 36 W

19_ 50 N 17_ 12,8 W

19_ 50 N 17_ 03 W

19_04 N 16_34 W.

1.2. South of latitude 19_21 N: 18 nautical miles from the low-water mark.

2. Authorized gear: - Bottom longline,
- Bottom trawl for hake.

Doubling of the cod-end is prohibited.

Doubling of the twine forming the cod-end is prohibited.

3. Minimum authorized mesh size: 60 mm for the trawl net.

4. Biological recovery: two months: September and October.

The Contracting Parties may decide by common agreement to adjust the above period of biological recovery.

5. By-catches: 35 % fish, 0 % cephalopods and 0 % crustaceans.

6. Authorized tonnage/Fees

Periods	1.8.96 to 31.7.97	1.8.97 to 31.7.98	1.8.98 to 31.7.99	1.8.99 to 31.7.2000	1.8.2000 to 31.7.2001
Authorized tonnage (GRT)	8 500	8 500	8 500	8 500	8 500
Fees in ecus per GRT/annum	149	149	149	149	149

7. Comments: (1) This category does not include freezer trawlers.

Fishing datasheet No 3

FISHING CATEGORY: VESSELS FISHING FOR DEMERSAL SPECIES OTHER THAN BLACK HAKE WITH GEAR OTHER THAN TRAWLS

1. Fishing zone

1.1. North of latitude 19_21 N: 3 nautical miles from the baseline of Cap Blanc-Cap Timiris.

1.2. South of latitude 19_21 N: 3 nautical miles from the low-water mark.

2. Authorized gear: (1): - longline,
- fixed gillnet,

- handline.

The technical characteristics of the nets used, the length of netting and the minimum distances between netting and from the coast are to be defined by 31 December 1996 by common agreement of the technical experts appointed by the two Parties.

Should the technical experts fail to reach agreement by 31 December 1996, a meeting of the Joint Committee will be called in order to reach a definitive solution to the matter by 28 February 1997.

3. Minimum authorized mesh size: 120 mm for the gillnet.

4. Biological recovery: two months: September and October.

The Contracting Parties may decide by common agreement to adjust the above period of biological recovery.

5. By-catches 0 % cephalopods and 0 % crustaceans.

6. Authorized tonnage/Fees

Periods	1.8.96 to 31.7.97	1.8.97 to 31.7.98	1.8.98 to 31.7.99	1.8.99 to 31.7.2000	1.8.2000 to 31.7.2001
Authorized tonnage (GRT)	4 200	4 200	4 200	4 200	4 200
Fees in ecus per GRT/annum < 100 GRT	140	147	154	162	170
Fees in ecus per GRT/annum > 100 GRT	210	221	232	243	255

7. Comments: (1) Notification of the type of fishing gear to be used should be made when applying for the quarterly licence.

Fishing datasheet No 4

FISHING CATEGORY: TRAWLERS FISHING FOR DEMERSAL SPECIES OTHER THAN BLACK HAKE

1. Fishing zone

1.1. North of latitude 19_21 N: the lines between the following points:

20_36' N 17_36' W

20_03' N 17_36' W

19_50' N 17_12,8' W

19_50' N 17_03' W

19_04' N 16_34' W.

1.2. South of latitude 19_21 N: 18 nautical miles from the low-water mark.

2. Authorized gear: trawl net.

Doubling of the cod-end is prohibited.

Doubling of the twine forming the cod-end is prohibited.

3. Minimum authorized mesh size: 70 mm

4. Biological recovery: two months: September and October.

The Contracting Parties may decide by common agreement to adjust the above period of biological recovery.

5. By-catches: 10 % of which a maximum of 5 % shrimps and 5 % cephalopods.

6. Authorized tonnage/Fees:

Periods	1.8.96 to 31.7.97	1.8.97 to 31.7.98	1.8.98 to 31.7.99	1.8.99 to 31.7.2000	1.8.2000 to 31.7.2001
Authorized tonnage (GRT)	5 500	5 500	5 500	5 500	5 500
Fees in ecus per GRT/annum	164	172	181	190	199

7. Comments:

7.1. 1 500 GRT in this category are reserved for 3 freezer trawlers which are no longer allowed to fish in the 'black hake' category, now reserved for wet trawlers.

7.2. Black hake may be kept on board but must not constitute the majority of species in catches kept on board at any one time.

Fishing datasheet No 5

FISHING CATEGORY: CEPHALOPODS

1. Fishing zone: Same as laid down by the Mauritanian law applying to its national vessels.

During a period laid down annually by decree of the Minister responsible for sea fishing, fishing is not authorized within the lines between the following points:

20_46 N 17_03 W

19_50 N 17_03 W

19_21 N 16_45 W.

2. Authorized gear: bottom trawl.

Doubling of the cod-end is prohibited.

Doubling of the twine forming the cod-end is prohibited.

3. Minimum authorized mesh size: 70 mm.

4. Biological recovery: two months: September and October.

The Contracting Parties may decide by common agreement to adjust the above period of biological recovery.

5. By-catches:

6. Authorized tonnage/Fees:

Periods	1.8.96 to 31.7.97	1.8.97 to 31.7.98	1.8.98 to 31.7.99	1.8.99 to 31.7.2000	1.8.2000 to 31.7.2001	
Authorized tonnage (GRT) (1)	7 500	12 000	13 500	15 000	15 000	
Number of vessels authorized to fish	25	40	45	50	50	
Fees in ecus per GRT/annum		365	384	403	423	444

7. Comments: (1) The authorized tonnage (GRT) may vary by a maximum of 3 % during the first and second years and by a maximum of 2 % during the last three years.

Fishing datasheet No 6

FISHING CATEGORY: Crawfish

1. Fishing zone

1.1. North of latitude 19_21 N: 20 nautical miles from the baseline Cap Blanc-Cap Timiris.

1.2. South of latitude 19_21 N: 15 nautical miles from the low-water

mark.

2. Authorized gear: pots.

3. Minimum authorized mesh size: -

4. Biological recovery: two months: September and October.

The Contracting Parties may decide by common agreement to adjust the above period of biological recovery.

5. By-catches: 0 %.

6. Authorized tonnage/Fees:

Periods	1.8.96 to 31.7.97	1.8.97 to 31.7.98	1.8.98 to 31.7.99	1.8.99 to 31.7.2000	1.8.2000 to 31.7.2001
Authorized tonnage (GRT)	300	300	300	300	300
Fees in ecus per GRT/annum	254	267	280	294	309

7. Comments: -

Fishing datasheet No 7

FISHING CATEGORY: FREEZER TUNA SEINERS

1. Fishing zone

1.1. North of latitude 19_21 N: 30 nautical miles from the baseline of Cap Blanc-Cap Timiris.

1.2. South of latitude 19_21 N: 30 nautical miles from the low-water mark.

2. Authorized gear: seine net.

3. Minimum authorized mesh size: recommended ICCAT standard.

4. Biological recovery: -

5. By-catches: 0 %.

6. Number of vessels/Fees:

Periods	1.8.96 to 31.7.97	1.8.97 to 31.7.98	1.8.98 to 31.7.99	1.8.99 to 31.7.2000	1.8.2000 to 31.7.2001
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Number of vessels authorized to fish	40	40	40	40	40
Advance in ecus/vessel	1 000	1 000	1 000	1 000	1 000

7. Comments: -

Fishing datasheet No 8

FISHING CATEGORY: POLE-AND-LINE TUNA VESSELS AND SURFACE LONGLINERS

1. Fishing zone

1.1. North of latitude 19_21 N: 15 nautical miles from the baseline of Cap Blanc-Cap Timiris.

1.2. South of latitude 19_21 N: 12 nautical miles from the low-water mark.

2. Authorized gear: pole-and-line and surface longlines.

3. Minimum authorized mesh size: -

4. Biological recovery: -

5. By-catches: 0 %.

6. Number of vessels/Fees:

Periods	1.8.96 to 31.7.97	1.8.97 to 31.7.98	1.8.98 to 31.7.99	1.8.99 to 31.7.2000	1.8.2000 to 31.7.2001
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Number of vessels authorized to fish	17	17	17	17	17
Advance in ecus/vessel	2 000	2 000	2 000	2 000	2 000

7. Comments: Live-bait fishing.

7.1. Fishing zone authorized for live-bait fishing:

- north of latitude 19_21 N: 3 nautical miles from the baseline of Cap Blanc-Cap Timiris,

- south of latitude 19_21 N: 3 nautical miles from the low-water mark.

7.2. Minimum authorized mesh size for live-bait fishing: 8 mm.

Fishing datasheet No 9

FISHING CATEGORY: PELAGIC FREEZER TRAWLERS

1. Fishing zone

1.1. North of latitude 19_21 N: the lines between the following points:

20_46,3 N 17_03 W

20_10,7 N 17_24,2 W

19_50 N 17_12,8 W

19_43 N 16_58 W

19_21 N 16_45 W

1.2. South of latitude 19_21 N: 12 nautical miles from the low-water mark.

2. Authorized gear: pelagic trawl.

Doubling of the cod-end is prohibited.

Doubling of the twine forming the cod-end is prohibited.

3. Minimum authorized mesh size: 40 mm.

4. Biological recovery: -

5. By-catches: 3 % fish, 0 % cephalopods and 0 % crustaceans.

6. Authorized tonnage/Number of vessels/Fees

Periods	1.8.96 to 31.7.97	1.8.97 to 31.7.98	1.8.98 to 31.7.99	1.8.99 to 31.7.2000	1.8.2000 to 31.7.2001
Number of vessels authorized to fish	22	22	22	22	22
Fees in ecus per GT/month	2	2	2	2	2

7. Comments:

The vessels fall into three categories:

- Category 1: gross tonnage of less than or equal to 3 000 GT; ceiling: 12 500 t/vessel/annum,
- Category 2: gross tonnage of more than 3 000 GT but less than or

equal to 5 000 GT; ceiling: 17 500 t/vessel/annum,

- Category 3: gross tonnage of more than 5 000 GT but less than or equal to 8 000 GT; ceiling: 22 500 t/vessel/annum.

ANNEX I

CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN MAURITANIA'S FISHING ZONE

CHAPTER I Documents required for licence applications

1. On each vessel's first licence application, the Commission shall submit to the Ministry a licence application form duly completed in respect of each vessel for which a licence is requested in accordance with the model in Appendix 1 to this Annex. The particulars relating to the name of the vessel, its tonnage in GRT, external registration number, radio call sign, engine power, overall length and home port, shall be as contained in the register of Community fishing vessels.
2. On a first licence application, the shipowner shall include with the application:
 - a copy certified by the Member State of the tonnage certificate giving the tonnage of the vessel expressed in GRT,
 - a recent, certified colour photograph showing a side view of the vessel in its current state. The photograph shall be at least 15 cm by 10 cm.
3. Any alteration to the tonnage of a vessel shall oblige the shipowner concerned to submit a copy certified by the Member State of the new tonnage certificate and any supporting documents concerning the alteration and, in particular, the copy of the application lodged by the shipowner with the competent authorities, the agreement of those authorities and the details of the changes made.

Where the structure or external appearance of the vessel is changed, a new photograph must also be submitted.

4. Applications for fishing licences shall be lodged only in respect of those vessels for which the documents required under points 1, 2 and 3 above have been sent.

CHAPTER II Licences - application, issue and validity

1. Eligibility to fish

- 1.1. Each vessel wishing to fish under this Agreement must be eligible for fishing in Mauritania's fishing zone.

1.2. For a vessel to be eligible, neither the owner, the master nor the vessel itself must be prohibited from fishing in Mauritania. They must be in order vis-à-vis the Mauritanian authorities insofar as they must have fulfilled all prior obligations arising from their fishing activities in Mauritania under fisheries agreements concluded with the Community.

2. Licence applications

2.1. Each quarter the Commission shall submit to the Ministry lists of vessels which request to engage in fishing activities within the limits specified for each fishing category in the fishing datasheets included in the Protocol, at least 30 days before the start of the period of validity of the licences requested. Such lists shall be accompanied by proof of payment. Licence applications failing to arrive within the deadline will not be handled.

2.2. This list shall specify clearly, by fishing category, the tonnage, the number of vessels and, for each vessel, its main characteristics, including its fishing gear, the amount of fees and the scientific observers' expenses due for the period concerned and the number of Mauritanian seamen.

Any changes to the particulars of the vessel occurring either since the licence application form was submitted for since the last licence application for such vessels, shall be indicated on a supplementary list. No amendment relating to particulars obtained from the register of Community fishing vessels may be made until that register has been updated.

2.3. A datafile containing all the particulars required to draw up the fishing licences, including any amendments to the vessel data, shall also be attached to the licence application, with effect from 1 February 1998, in a format compatible with software used by the Ministry.

2.4. Licence applications shall be accepted only in respect of eligible vessels which have completed all the formalities specified in points 2.1, 2.2 and 2.3.

2.5. In order to facilitate inspections on entering or leaving the zone, vessels holding fishing licences for neighbouring countries may indicate in their licence applications the country and species concerned and the period of validity of such licences.

3. Issue of licences

3.1. The Ministry shall issue the licences to the vessel following receipt of the appropriate payments referred to in Chapter 4 at least

10 days before the start of their period of validity. The licences may be obtained from the departments of the Ministry in Nouadhibou or Nouakchott.

3.2. Licences shall be drawn up in accordance with the data in the fishing datasheets included in the Protocol. They shall also mention the period of validity, the vessel's technical characteristics, the number of Mauritanian seamen and the payment references of the fees.

3.3. Fishing licences may be issued only for vessels which have complied with all the administrative formalities required for the issue of licences.

3.4. The Delegation shall be notified of licence applications refused by the Mauritanian authorities. Where appropriate, the Ministry shall provide a credit note against payments relating to these after deduction of the balance of any outstanding unpaid fines.

4. Validity and utilization of licences

4.1. Licences shall be valid only for the period covered by the fees paid and for the fishing zone, the type of gear and fishing category specified in the licence in question.

4.2. Licences shall be issued for a given vessel and shall not be transferable. However, in the event of force majeure duly established by the competent authorities of the flag Member State and at the request of the Commission, a licence issued for one vessel shall be replaced as soon as possible by a licence issued for another vessel of the same category on condition that the tonnage authorized for that category is not exceeded.

4.3. The licence to be replaced shall be returned to the Ministry which shall then issue the new licence.

4.4. Any adjustments in the amounts paid as a result of withdrawal before the first day of validity of the licence or a licence being transferred shall be effected before the replacement licence is issued.

4.5. Licences must be held on board the eligible vessel at all times and presented to the inspection authorities on the occasion of any inspection.

CHAPTER III Fees

1. Fees shall be calculated for each vessel on the basis of the rates laid down in the fishing datasheets included in the Protocol.

2. They shall be payable in quarterly periods with the exception of

the shorter periods stipulated in the Agreement or consequent on its application, in which case they shall be payable pro rata for the actual duration of the licence.

3. A quarter shall consist of one of the three-month periods beginning 1 August, 1 November, 1 February or 1 May.

CHAPTER IV Methods of payment

1. Payments shall be made in ecus as follows:

(a) fees:

- by transfer to one of the foreign accounts of the Central Bank of Mauritania payable to the Tr_sor de la Mauritanie,

(b) scientific observers' expenses:

- by transfer to one of the foreign accounts of the Central Bank of Mauritania payable to the Tr_sor de la Mauritanie,

(c) fines:

- by transfer to one of the foreign accounts of the Central Bank of Mauritania payable to the Tr_sor de la Mauritanie.

2. The amounts referred to in point 1 shall be considered as actually received on receipt of confirmation from the Treasury or the Ministry following notification by the Central Bank of Mauritania.

CHAPTER V Communication of catch data

1. The duration of a voyage by a Community vessel shall be defined as follows:

- either the period elapsing between entering and leaving Mauritania's fishing zone,

- or the period elapsing between entering Mauritania's fishing zone and a transshipment.

2. Fishing log

2.1. Masters of vessels other than tuna vessels and surface longliners shall keep a daily record of all the operations specified in the fishing log the model of which is attached as Appendix 2 to this Annex. This document must be completed legibly and signed by the master of the vessel.

- 2.2. Fishing logs from which entries have been omitted or which

contain invalid information shall be deemed not to have been duly kept.

2.3. At the end of each voyage, the original of the fishing log shall be sent by the master of the vessel direct to the surveillance authorities. The shipowner must forward a copy of the log to the Delegation.

2.4. Failure to comply with the provisions of points 2.1, 2.2 or 2.3 shall entail, irrespective of the penalties laid down by Mauritanian law, automatic suspension of the fishing licence until the shipowner has met such obligations.

3. Fishing log annex

3.1. Masters of vessels shall keep the fishing log annex as shown in the model attached as Appendix 3 to this Annex. The log shall be completed legibly on each landing or transshipment and signed by the master of the vessel.

3.2. At the end of each landing, the shipowner shall send the original of the fishing log annex by mail to the surveillance authorities within a period of no more than 30 days.

3.3. At the end of each authorized transshipment, the shipowner shall immediately send the original of the fishing log annex to the surveillance authorities.

3.4. Failure to comply with the provisions of points 3.1, 3.2 or 3.3 shall entail automatic suspension of the fishing licence until the shipowner has met such obligations.

4. Quarterly catch declarations

4.1. By the end of the third month of each quarter the Commission shall notify the Ministry of the quantities caught in the previous quarter by all Community vessels.

4.2. This information should be broken down by month, by type of fishing, by vessel and by species.

4.3. This system shall be implemented within a period of no more than one and a half years after the entry into force of this Agreement.

5. Reliability of data

The information in the documents referred to in points 1, 2, 3 and 4 above must reflect the actual fishing situation in order to constitute one of the bases for monitoring changes in fishery stocks.

CHAPTER VI By-catches

1. In accordance with Mauritanian law, the percentage of by-catches laid down in the datasheets in the Protocol shall be calculated at any time during fishing according to the total weight of the catch.
2. Should these percentages exceed the authorized by-catches, penalties shall be imposed in accordance with Mauritanian law and may result in the definitive prohibition of the offenders, the masters and the vessels from all fishing activities in Mauritania.
3. The keeping of crawfish on board vessels other than crawfish pot vessels shall be forbidden. Offenders shall be punished in accordance with Mauritanian law.

CHAPTER VII Signing-on of Mauritanian seamen

1. Each Community vessel shall take on board Mauritanian seamen, including officers, trainee officers and the scientific observer for the duration of the voyage. There shall be at least:
 - 1.1. during the first three years of application of the Agreement:
 - 2 seamen on vessels of less than 200 GRT,
 - 3 seamen on vessels of at least 200 and less than 250 GRT,
 - 4 seamen on vessels of at least 250 and less than 300 GRT,
 - 5 seamen on vessels of 300 GRT or more.
 - 1.2. in subsequent years:
 - 3 seamen on vessels of less than 200 GRT,
 - 4 seamen on vessels of at least 200 and less than 250 GRT,
 - 5 seamen on vessels of at least 250 and less than 300 GRT,
 - 6 seamen on vessels of 300 GRT or more.
 - 1.3. Shipowners shall endeavour to take on board additional Mauritanian seamen;
 - 1.4. Shipowners shall be free to choose the Mauritanian seamen, officers and trainee officers to take on board their vessels.
2. The seamen's employment contracts shall be drawn up in Mauritania between the shipowners or their representatives and the seamen. The

contracts shall cover the social security arrangements applicable to the seamen concerned, including life, accident and health insurance.

3. The pay conditions may not be less than those applying to the crews of Mauritanian vessels. The agreed wages shall be paid in accordance with the provisions of the contract of employment.
4. Owners of Community vessels shall ensure the same terms for the signing-on of Mauritanian seamen, officers and trainee officers as those reserved for seamen, officers and trainee officers of other countries.
5. Seamen shall report to the master of the vessel designated on the day before its proposed sailing date. If a seaman fails to report at the time scheduled for its departure, the vessel is authorized to leave the Mauritanian port once in possession of a certificate of absence for the seaman issued by the surveillance authorities.

The shipowner shall take all necessary steps to ensure that the number of seamen required by this Agreement sign on his vessel by the next trip at the latest.

6. Twice a year on 1 January and 1 July shipowners shall send the Ministry a list by vessel of Mauritanian seamen signed on board.

Pending receipt of the list, the issue of the licence shall be suspended.

7. Failure to comply with any of the provisions contained in point 1 shall be penalized in accordance with Mauritanian law and may entail the suspension or definitive withdrawal of the licence in case of repeated offending.

CHAPTER VIII Technical inspection

1. Once a year and after any alteration in tonnage or changes to the fishing category necessitating the use of a different type of gear, any Community vessel shall report to the port of Nouadhibou to undergo the inspections required by the legislation in force. Such inspections shall take place within 48 hours of the vessel's putting into port.

By way of derogation from the previous paragraph, the technical inspection procedures applying to tuna vessels and surface longliners fishing for pelagic species shall be laid down in Chapters XIII and XIV of this Agreement.

2. When the inspection has been completed, the master of the vessel shall be issued with a certificate. This certificate must be kept on board at all times.

3. The technical inspection shall verify that the vessel's technical characteristics and gear conform to the provisions of the Agreement and that the provisions relating to its Mauritanian crew have been complied with.
4. The cost of the inspection, at the rates laid down by Mauritanian law, shall be borne by the shipowner. It may not be greater than the amount normally paid by other vessels for the same services.
6. Failure by the shipowner to comply with the provisions contained in points 1 and 2 above shall result in automatic suspension of the fishing licence until such obligations have been met.

CHAPTER IX Vessel identification

1. The identification marks of all Community vessels must conform to the relevant Community legislation. The Ministry must be notified of such legislation before this Agreement enters into force. The Ministry must further be notified of any amendment to the legislation at least 30 days before its entry into force.
2. Any vessel attempting to disguise its external identification marks shall be liable to the penalties laid down in the legislation in force.

CHAPTER X Suspension or withdrawal of licences

Where, in application of this Agreement and Mauritanian law, the Mauritanian authorities decide to suspend or withdraw definitively the licence of a Community vessel, the master of that vessel shall cease his fishing activities and make for the port of Nouadhibou. On his arrival at Nouadhibou, he shall send the original of his licence to the competent authorities. Once the required obligations have been duly completed, the Ministry shall notify the Commission of the lifting of the suspension and the licence shall be returned.

CHAPTER XI Other infringements

1. With the exception of the cases specifically provided for in this Agreement, all other infringements shall be penalized in accordance with Mauritanian law.
2. In the event of serious or very serious fisheries infringements as defined by Mauritanian law, the Ministry reserves the right to prohibit the vessels, masters and, where applicable, the shipowners concerned, provisionally or definitively from all fishing activities in Mauritanian waters.

CHAPTER XII Fines

The amount of fines imposed on Community vessels shall be calculated within minimum and maximum limits specified in Mauritanian law. This amount shall be decided in accordance with the procedure laid down in point 3 of Chapter VIII of Annex II.

CHAPTER XIII Provisions relating to vessels fishing highly migratory species (tuna vessels and surface longliners)

1. By way of derogation from the provisions of Chapters I and II of Annex I, licences for tuna seiners shall be issued for a period of twelve months.

The original licence must be kept on board at all times and presented on request of the competent Mauritanian authorities.

However, on receipt of notification of payment of the advance sent to the Mauritanian authorities by the Commission, the vessel shall be entered on a list of vessels authorized to fish, which shall be sent to the Mauritanian authorities responsible for fisheries inspection. A copy of the said licence may be obtained by fax pending arrival of the licence itself; that copy shall be kept on board.

2. Before receiving its licence, each vessel must be presented for the inspections required by the legislation in force. By way of derogation from the provisions of Chapter VIII of this Annex, such inspections may be carried out in a foreign port to be agreed. All expenses linked to such inspection shall be borne by the shipowner.
3. The fee to be paid by the shipowner shall be set at ECU 20 per tonne caught within Mauritania's fishing zone.
4. Licences shall be issued following payment to one of the foreign accounts of the Central Bank of Mauritania, payable to the Tr_sor de la Mauritanie, of a lump sum corresponding to the advance specified in the datasheets in the Protocol.
5. A log-book in accordance with the ICCAT model in Appendix 4 to this Annex shall be kept on vessels for each fishing period spent in Mauritanian waters. It shall be filled in even when no catches are made.

The words 'Outside Mauritania's EEZ' shall be entered in the abovementioned log-book in respect of periods during which the said vessels are not in Mauritanian waters.

The log-books referred to in this paragraph shall be sent to the Mauritanian authorities within 15 working days of vessels arriving in a port.

Copies of these documents shall be sent to the scientific institutes

referred to in the third subparagraph of paragraph 6 below.

6. The Mauritanian authorities shall draw up the statement of fees due for the past calendar year on the basis of the catch declarations for each Community vessel and of any other information in their possession.

The previous year's statement shall reach the Commission by 31 March which shall forward it simultaneously to the shipowners and national authorities of the Member States by 15 April.

Where the shipowners dispute the statement presented by Mauritania, they may request the relevant scientific institutes, e.g. France's Institut de la Recherche Scientifique et Technique d'Outre-Mer (Orstom) and the Instituto Español de Oceanografía (IEO), to verify the catch data before consulting with the Mauritanian authorities with a view to drawing up the final statement by 15 May of the current year. In the absence of any observations from the shipowners by that date, the statement drawn up by the Mauritanian authorities shall be deemed final. Member States shall forward to the Commission the final statements relating to their own fleets.

Any payment due in addition to the advance shall be made by the shipowners to Mauritania's fisheries authorities no later than 31 May of that year.

However, if the amount of the final statement is lower than the advance referred to in paragraph 4, the resulting balance shall not be reimbursable to the shipowner.

7. By way of derogation from Chapter I of Annex II, vessels shall be obliged within 3 hours of entering or leaving the zone to communicate their position and the volume of the catch on board direct to the Mauritanian authorities preferably by fax or, failing that, by radio.

The fax number and radio frequency shall be notified by the surveillance authorities.

A copy of the fax messages or of the record of radio communications shall be kept by the Mauritanian authorities and the shipowners until both parties have approved the final statement of fees referred to in paragraph 6.

8. By way of derogation from the provisions of Chapter VII of this Annex, owners of tuna seiners shall endeavour to sign on at least one Mauritanian seaman per vessel while pole-and-line tuna vessel operators must sign on three Mauritanian seamen per vessel for the duration of the voyage. This includes officers, trainee officers and scientific observers.

9. By way of derogation from point 1 of Chapter V of Annex II, one scientific observer per vessel may be taken on board tuna seiners for an agreed period at the request of the Mauritania authorities and by common agreement with the shipowners concerned.

CHAPTER XIV Provisions applying to pelagic freezer trawlers

1. By way of derogation from the provisions of Chapters I and II of this Annex, licence applications must reach the Ministry no later than seven days before the start of fishing operations accompanied by proof of payment and the documents attesting to the technical characteristics.

The Ministry shall draw up the fishing licences on presentation of the certificate of receipt of payment issued by the Mauritanian public treasury.

The fishing licence shall be held on board each vessel. If for practical reasons the original licence cannot be delivered to the vessel, a copy or fax may also be kept on board.

In very exceptional cases, the Ministry may grant provisional authorizations of limited duration to vessels in respect of which the Mauritanian public treasury has not yet received payment of the licence fees provided that the Ministry is in possession of proof of payment.

Licences shall be issued for periods of at least a month. The validity of a licence shall in all cases cover periods of half a month.

In cases of force majeure, shipowners may, once they have suspended the licence of the vessel affected, use the remaining period of validity of the licence in question as credit towards a new licence for a replacement vessel.

2. By way of derogation from the provisions of Chapter VIII of this Annex, prior inspections of vessels shall take place in Europe. The travel and subsistence expenses of two persons designated by the Ministry to carry out the said inspections shall be payable by the shipowners.

3. The fees, inclusive of all national and local charges and taxes, and the ceilings for catches by type of vessel are specified in the datasheets contained in the Protocol.

Shipowners shall pay a sum of ECU 18 to the Mauritanian public treasury for each tonne caught in excess of the ceiling fixed by type of vessel. Declarations of catch shall be drawn up by common agreement no later than one month after the end of each year.

The fees and any additional amounts due shall be paid to one of the Central Bank of Mauritania's foreign accounts payable to the Tr_sor de la Mauritanie.

4. In the event of a fall in the world market fob price set in Nouadhibou for the Mauritanian horse mackerel to under US \$ 300 or a rise to over US \$ 500 per tonne net, the Parties shall open negotiations with a view to adjusting the level of the fees.
5. By way of derogation from the provisions of Chapter I of Annex II, all vessels shall communicate to the surveillance authorities the date, the time and their position each time they enter or leave Mauritania's fishing zone, giving 12 hours advance notice when entering and 24 hours when leaving.
6. By way of derogation from Chapter VII of this Annex, vessels must sign on Mauritanian seamen of whom at least:
 - 4, including one scientific observer, on board each vessel with a total crew of 30 or less,
 - 5, including one scientific observer, on board each vessel with a total crew of 30 or more.
7. Vessels shall not be obliged to enter a Mauritanian port. However, shipowners must take all appropriate measures to transport the Mauritanian seamen and scientific observers at their expense.
8. Vessels shall be obliged neither to land fishery products nor tranship consumables in Mauritanian territorial waters or ports, neither shall they be subject to export duties.
9. If an offence is detected during an inspection, the master shall sign the statement to that effect. By way of derogation from point 2 of Chapter VIII of Annex II, the vessel shall thus be allowed to continue its fishing activities. The shipowners shall immediately contact the Ministry in order to reach a solution. If a solution cannot be found within 72 hours, the owners must provide a bank security covering the amount of any fines imposed.

Appendix 1

MAURITANIA - EUROPEAN COMMUNITY FISHERIES AGREEMENT APPLICATION FORM FOR A FISHING LICENCE

I. APPLICANT

1. Name of shipowner:.

2. Name of the shipowner's association or representative:.

3. Address of the shipowner's association or representative:.

.

4. Telephone:.

Fax:.

Telex:.

5. Name of master:.

Nationality:.

II. VESSEL:

1. Name of vessel:.

2. Flying the flag of:.

3. External registration number:.

4. Home port:.

5. Year and place of construction:.

6. Radio call sign:.

Call frequency:.

7. Type of hull: Steel Wood Polyester Other

III. TECHNICAL CHARACTERISTICS AND EQUIPMENT

1. Overall length:.

Width:.

2. Tonnage (expressed in GRT):.

3. Horsepower of main engine:.

Make:.

Type:.

4. Type of vessel:.

Fishing category:.

5. Fishing gear:.

6. Crew complement:.

7. Method of conservation on board: Chilling q Refrigeration q Mixed
q Freezing q 8. Freezing capacity in tonnes/24 hours:.

9. Hold capacity:.

Number:.

Done at.,

on.

Signature of applicant

.

Appendix 2

IMAGE

Appendix 3

IMAGE

Appendix 4

IMAGE

ANNEX II

COOPERATION IN THE MONITORING OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN MAURITANIA'S FISHING ZONE

CHAPTER I Entering and leaving the fishing zone

1. Except for tuna vessels and surface longliners and pelagic freezer trawlers, Community vessels operating under this Agreement must enter and leave Mauritania's fishing zone by one of two passages in the presence of the surveillance authorities:

- the northern passage, the coordinates of which are 20_40'N -
17_04'W,

- the southern passage, the coordinates of which are 16_20'N - 16_40'W.

2. Shipowners shall notify the surveillance authorities of their entry into and exit from Mauritania's fishing zone by telex, fax or mail to the numbers or address in Appendix 1 to this Annex.

The Delegation will be given fifteen days prior notice of any changes in the numbers or addresses for notification.

3. The notification referred to in point 2 shall be given in the following manner:

(a) Entry

Notice must be given at least 24 hours beforehand and contain the following particulars:

- the position of the vessel at the time of notification,
- the point of entry,
- the day, date and time of entry,
- the amount and species of catch held on board at that time, where vessels have previously stated that they hold a fishing licence for another fishing zone in the subregion, in which case the surveillance authorities will have access to the fishing log concerning that zone and the checks may last longer than the period laid down in point 5 of this Chapter.

(b) Exit

Notice must be given at least 48 hours beforehand in the case of the northern passage and at least 72 hours beforehand in the case of the southern passage. The following particulars must be provided:

- the position of the vessel at the time of notification,
- the point of exit,
- the day, date and time of exit,
- the amount and species of catch held on board at that time.

4. At each entry or exit, vessels shall tune their radios to the frequency of the surveillance authorities at least six hours before the time specified in the notification.

5. Controls should not normally exceed more than one hour on entry and three hours on exit.

6. In the event of the surveillance authorities being overdue or failing to appear, vessels may continue on their way once the periods laid down in point 5 have expired.

In the event of a vessel being overdue or failing to appear, the surveillance authorities may consider the entry or exit notice void once the periods laid down in point 5 have expired.

7. In the event of mass entries or exits, control operations shall be accelerated.

8. Failure to comply with the provisions of points 1 to 6 shall result in the following sanctions:

(a) the first time:

- the vessel shall be diverted,
- the catch on board shall be unloaded and confiscated on behalf of the Treasury,
- the vessel shall pay the minimum fine provided for in Mauritanian law;

(b) the second time:

- the vessel shall be diverted,
- the catch on board shall be unloaded and confiscated on behalf of the Treasury,
- the vessel shall pay a fine in accordance with Mauritanian law,
- the licence shall be revoked for the remainder of its period of validity;

(c) the third time:

- the vessel shall be diverted,
- the catch on board shall be unloaded and confiscated on behalf of the Treasury,
- the licence shall be definitively revoked,
- the master and the vessel shall be banned from exercising their activities in Mauritania.

CHAPTER II Innocent passage

When Community fishing vessels are exercising their right of innocent passage and navigation in Mauritania's fishing zone in accordance with the United Nations Convention on the Law of the Sea and relevant national and international legislation, they shall keep all their fishing gear stowed on board in such a way that it cannot be immediately utilized.

CHAPTER III Transshipment

1. The catches of Community vessels shall be transhipped within Mauritanian ports.
2. Any Community vessel wishing to tranship catches shall be subject to the procedure laid down in points 3 and 4.
3. The owners of such vessels shall notify the surveillance authorities at least 24 hours beforehand, using the means of communications specified in point 2 of Chapter I of this Annex, of the following:
 - the names of the transshipping fishing vessels,
 - the name of the cargo vessels,
 - the tonnage by species to be transhipped,
 - the day, date and time of transshipment.
4. Transshipment shall be considered as an exit from Mauritania's fishing zone. Vessels must therefore provide the surveillance authorities with the originals of the fishing log and the fishing log annex and state whether they intend to continue fishing or leave Mauritania's fishing zone.
5. Any transshipment of catches not covered by points 1 to 4 shall be prohibited in Mauritania's fishing zone. Any person infringing this provision shall be liable to the penalties provided for by Mauritanian law.

CHAPTER IV Inspection and controls

1. Masters of Community fishing vessels shall allow and facilitate boarding and the discharge of their duties by any Mauritanian official responsible for the inspection and control of fishing activities.

These officials shall not remain on board for longer than is necessary for the discharge of their duties.

2. The Community hereby undertakes to maintain the specific monitoring programming in Community ports. Summaries of reports on the controls carried out shall be sent periodically to the Ministry.

CHAPTER V Mauritanian scientific observers on board Community vessels

A system for observation on board Community vessels is hereby established.

1. Any Community vessel holding a licence for Mauritania's fishing zone, except for tuna seiners, shall take on board a Mauritanian scientific observer. There shall be only one observer at a time per vessel.

The Ministry shall supply the Commission each quarter before licences are issued with a list of vessels designated to take on board an observer.

2. The period spent by an observer on board a vessel shall be one trip. However, at the express request of the Ministry this period may be spread over several trips according to the average duration of trip for a particular vessel. This request will be made by the Ministry, when the name of the observer designated to board the vessel in question is notified.

Likewise, in the event of a trip being curtailed, the observer may have to make a further voyage on the same vessel.

3. The Ministry shall inform the Commission of the names of designated observers, provided with the requisite documents, at least seven working days before the scheduled date of their embarkation.
4. All costs arising out of the activities of observers, including their salary, emoluments and allowances shall be borne by the Ministry. If an observer is taken on board or disembarked at a foreign port, travelling expenses and daily allowances shall be borne by the shipowner until the observer boards the vessel or arrives at a Mauritanian port.
5. Masters of vessels designated to take on board a scientific observer shall make all the arrangements to facilitate boarding and disembarkation by the observer.

The observer shall enjoy the same treatment on board as the vessel's officers.

The observer shall be offered every facility needed to carry out his duties. The master shall give him access to the means of communication

needed for the discharge of his duties, to documents directly concerned with the vessel's fishing activities, i.e. to the fishing log, the fishing log annex and navigation log, and to those parts of the vessel necessary to facilitate the exercise of his tasks as an observer.

6. The observer shall normally board and disembark at a Mauritanian port at the start of the trip, following notification of the list of designated vessels.

Within 30 days of that notification, the shipowners concerned shall give notice using the means of communication specified in Chapter I to this Annex, of the date and port selected for the taking on of the observer.

7. The observer must report to the master of the designated vessel the day before the proposed date of his embarkation. Should the observer fail to report at the time specified, the vessel is entitled to leave the Mauritanian port with a certificate from the surveillance authorities confirming the absence of an observer.

8. Shipowners shall contribute ECU 3 per GRT per quarter per vessel to the costs of scientific observation. This contribution shall be payable at the same time as, and be additional to, the fee payable by the shipowner.

9. Failure by a shipowner to comply with the provisions relating to observers shall result in the automatic suspension of the fishing licence until the shipowner has complied with these obligations.

10. The scientific observer shall have:

- a professional qualification,
- adequate fisheries experience, and
- a thorough understanding of this Agreement and the Mauritanian rules applicable.

11. The scientific observer shall ensure that the Community vessel operating in Mauritania's fishing zone comply with the terms of this Agreement.

He shall compile a report on this subject. In particular, he shall:

- observe the fishing activities of vessels,
- verify the position of vessels engaged in fishing operations,
- take biological samples as part of scientific programmes,

- record particulars of the fishing gear and the mesh size of the nets used,

- verify the entries in the fishing log.

12. Observation shall be confined to fishing activities and related activities governed by this Agreement.

13. The scientific observer shall:

- take all appropriate steps to ensure that the conditions of his boarding and his presence on the vessel neither interrupt nor hamper fishing operations,

- use the instruments and procedures approved for measuring the mesh size of nets used under this Agreement, and

- treat with due care property and equipment on board the vessel and respect the confidentiality of all the vessel's papers.

14. At the end of the observation period and before leaving the vessel the observer shall draw up a report in accordance with the model in Appendix 2 to this Annex. He shall sign it in the presence of the master, who may add or cause to be added to it any observations which he considers relevant, followed by his signature. A copy of the report shall be handed to the master when the observer is put ashore.

15. The competent authorities receiving reports from scientific observers shall be obliged to check their content and conclusions as soon as possible.

Should the competent authorities find that infringements have been committed they shall take appropriate action including, in accordance with their national laws, the initiation of administrative proceedings against the natural or legal persons responsible. The proceedings initiated must, in accordance with the relevant provisions of national law, be such as effectively to deprive those responsible of any material gain from the infringement or to produce effects proportional to the gravity of the infringement so as effectively to discourage other infringements of the same nature.

Should the port of disembarkation be situated in a Member State other than the flag Member State the former shall inform the flag Member State of the measures taken.

CHAPTER VI Mutual observation system for shore-based controls

The Contracting Parties agree to set up a mutual observation system for shore-based controls with a view to improving their effectiveness.

1. Objectives

To attend the controls and inspections carried out by the national inspection authorities in order to ensure compliance with the provisions of the Agreement.

2. Status of observers

The competent authorities of each Contracting Party shall designate an observer and notify his name to the other Contracting Party.

This observer should have:

- a professional qualification,
- appropriate experience in the fisheries field, and
- thorough knowledge of the provisions of the Agreement.

Inspections shall be carried out by the national inspection authorities and the observer in attendance may not, on his own initiative, exercise the powers of inspection conferred on national officials.

When accompanied by national officials, the observer shall have access to the vessels, premises and documents subject to inspection by the said officials.

3. Duties of observers

The observer shall accompany the national inspection authorities on their visits to the ports, on board ships in dock, to public auction houses, fish wholesalers' shops, cold stores and other premises for unloading and stocking fish before it is placed on the market.

The observer shall draw up and submit a report every four months detailing the inspections attended. This report shall be addressed to the competent authorities who shall send a copy to the other Contracting Party.

4. Implementation

The competent inspection authority of each Contracting Party shall give 10 days written notice to the other Contracting Party of the shore inspections, on a case-by-case basis, which it intends to carry out.

The other Contracting Party shall give five days notice of its intention to send an observer.

The duration of the observer mission should not exceed 15 days.

5. Confidentiality

The observer shall respect the goods and equipment on board the vessel, and any other installations, and also the confidentiality of all documents to which he has access.

He shall disclose information on the results of his work solely to his competent authorities.

6. Location

This programme will be implemented in the Community ports of landing and Mauritanian ports.

7. Financing

Each Contracting Party shall bear the costs of his observer, including travel and board.

CHAPTER VII Continuous satellite tracking system

Pending the implementation of a national satellite monitoring system for fishing vessels of similar type operating in Mauritania's fishing zone, the Contracting Parties agree to implement a private satellite tracking project for Community vessels.

1. Objectives

Continuous tracking by satellite of Community fishing vessels in Mauritania's fishing zone will enable direct administration of the provisions on fishing effort and geographical restrictions. Furthermore, it will allow for targeted inspections at sea and retrospective controls of the zones declared in the fishing log.

2. Implementation

The Contracting Parties agree to set up a working group to define the procedures for setting up, implementing and financing the project, which shall enter into force on 1 August 1997.

CHAPTER VIII Procedure in the event of boarding

1. Transmission of information

The Ministry shall inform the Delegation within 48 hours of any boarding of a Community fishing vessel operation in Mauritania's fishing zone and shall provide a brief report of the circumstances and

reasons for this boarding.

2. Statement of boarding

After the Mauritanian surveillance authorities have drawn up a statement, the master of the vessel shall sign it.

This signature does not prejudice the rights of the master or any defence which he may make to the alleged infringement.

He shall take the vessel to the port of Nouadhibou. In the case of minor infringements, the surveillance authorities may authorize the vessel to continue its fishing activities.

3. Settlement of boarding

3.1. In accordance with this Agreement and Mauritanian law, infringements may be settled administratively or by legal proceedings.

3.2. In the case of an administrative settlement the amount of the fine shall be determined in accordance with Mauritanian legislation laying down minimum and maximum figures.

3.3. If there is no administrative settlement and the matter is brought before a competent judicial body, a bank security amounting to the equivalent in ecus of the maximum fine provided for in Mauritanian legislation shall be lodged by the shipowner with a bank designated by the Ministry.

3.4. The bank security shall be irrevocable until the legal proceedings have been concluded. It shall be released by the Ministry once legal proceedings end without a conviction. Similarly, in the event of a conviction leading to a fine of less than the security lodged, the balance shall be released by the Ministry.

3.5. The vessel shall be released and its crew authorized to leave the port:

- either as soon as the obligations imposed by the administrative settlement procedure have been completed on presentation of the receipt for the settlement, or
- when the bank security referred to in point 3.3 has been lodged and accepted by the Ministry, pending completion of the legal proceedings.

CHAPTER IX Discarding at sea

The Contracting Parties shall look into the problem of discards from fishing vessels and shall examine ways of turning these to account.

CHAPTER X Fight against illegal fishing

In an effort to curb illegal fishing activities in Mauritania's fishing zone which jeopardize fisheries management policy, the Contracting Parties agree to exchange information on these activities on a regular basis.

In addition to the measures already applied by the Contracting Parties under existing legislation, they shall consult one another on the possibility of taking supplementary joint or individual action. To this end, they shall step up cooperation, in particular on the fight against illegal fishing.

Appendix 1

MAURITANIA - EUROPEAN COMMUNITY FISHERIES AGREEMENT ADDRESS OF THE SURVEILLANCE AUTHORITIES

1. Address: Boite postale 260

Nouadhibou

Mauritania

2. Tel: (22 22) 456 26

3. Fax: (22 22) 457 01

4. Telex:.

5. Radio frequency:.

Mauritania will communicate details specific to the Agreement by 15 July 1996.

Appendix 2

MAURITANIA - EUROPEAN COMMUNITY FISHERIES AGREEMENT REPORT OF THE MAURITANIAN SCIENTIFIC OBSERVER

Name of observer:.

Vessel:.

Nationality:.

Number and port of registration:.

Identity marking:.

Tonnage (GRT):.

Power (HP):.

Licence:.

No:.

Type:.

Master's name:.

Nationality:.

Boarded: date:.,

port:.

Disembarked: date:.,

port:.

Authorized fishing method:.

Gear used:.

Mesh size and/or dimensions:.

Fishing zones frequented:.

Distance from coast:.

Number of Mauritanian crew on board:.

Entry into..... /.... /..... and departure..... /.... /.....
from the fishing zone

Observer's estimate

Overall production (kg):.,

declared on. GT

By-catches: species.,

estimated:.. %

Discards: species:.,

Quantity (kg):.

Species retained

Quantity (kg)

Species retained

Quantity (kg)

Observer's findings

Nature of findings

Date

Position

Observer's comments (general):.

.

.

.

Done at.,

on.

Observer's signature

.

Master's comments:.

.

.

Copy of report received (date):.

Master's signature

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Report forwarded to:.

Quality:.

(seal)

