

**Agreement between the European Economic Community and the Government
of the Republic of the Gambia on fishing off the Gambia**

AGREEMENT

BETWEEN THE EUROPEAN ECONOMIC COMMUNITY AND THE GOVERNMENT OF THE
REPUBLIC OF THE GAMBIA ON FISHING OFF THE GAMBIA

THE EUROPEAN ECONOMIC COMMUNITY,

HEREINAFTER REFERRED TO AS THE "COMMUNITY" AND

THE GOVERNMENT OF THE REPUBLIC OF THE GAMBIA,

HEREINAFTER REFERRED TO AS "THE GAMBIA",

CONSIDERING THE SPIRIT OF COOPERATION RESULTING FROM THE ACP-EEC CONVENTION
AND THE COMMON DESIRE TO INTENSIFY FRIENDLY RELATIONS BETWEEN THE
COMMUNITY AND THE GAMBIA,

CONSIDERING THE DESIRE OF THE GOVERNMENT OF THE GAMBIA TO PROMOTE THE
RATIONAL MANAGEMENT EXPLOITATION AND CONSERVATION OF ITS FISHERY
RESOURCES BY MEANS OF INTENSIFIED COOPERATION,

RECALLING THAT, IN RESPECT OF SEA FISHING, THE GAMBIA EXERCISES ITS
SOVEREIGNTY OR JURISDICTION OVER A ZONE EXTENDING UP TO TWO HUNDRED
NAUTICAL MILES FROM ITS COAST,

TAKING INTO ACCOUNT THE UNITED NATIONS CONVENTION ON THE LAW OF THE SEA
SIGNED BY BOTH PARTIES,

AFFIRMING THAT THE EXERCISE BY COASTAL STATES OF THEIR SOVEREIGN RIGHTS IN
THE WATERS WITHIN THEIR JURISDICTION FOR THE PURPOSE OF EXPLORING, EXPLOITING,
CONSERVING AND MANAGING THE LIVING RESOURCES THEREOF MUST BE IN
ACCORDANCE WITH THE PRINCIPLES OF INTERNATIONAL LAW,

DETERMINED TO CONDUCT THEIR FISHING RELATIONS IN A SPIRIT OF MUTUAL TRUST
AND RESPECT FOR EACH OTHER'S INTERESTS,

DESIROUS OF ESTABLISHING THE TERMS AND CONDITIONS GOVERNING FISHING
ACTIVITIES OF COMMON INTEREST TO BOTH PARTIES,

HAVE AGREED AS FOLLOWS :

ARTICLE 1

THE PURPOSE OF THIS AGREEMENT IS TO ESTABLISH THE PRINCIPLES AND RULES WHICH
WILL GOVERN IN FUTURE, IN ALL RESPECTS, THE FISHING ACTIVITIES OF VESSELS FLYING
THE FLAG OF MEMBER STATES OF THE COMMUNITY, HEREINAFTER REFERRED TO AS
"COMMUNITY VESSELS", IN THE WATERS OVER WHICH THE REPUBLIC OF THE GAMBIA HAS
SOVEREIGNTY OR JURISDICTION IN RESPECT OF FISHERIES, HEREINAFTER REFERRED TO
AS "THE GAMBIA'S FISHING ZONE".

ARTICLE 2

THE GOVERNMENT OF THE REPUBLIC OF THE GAMBIA UNDERTAKES TO AUTHORIZE COMMUNITY VESSELS TO FISH IN THE GAMBIA'S FISHING ZONE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

ARTICLE 3

1. THE COMMUNITY UNDERTAKES TO TAKE ALL APPROPRIATE STEPS TO ENSURE THAT ITS VESSELS ADHERE TO THE PROVISIONS OF THIS AGREEMENT AND THE RULES AND REGULATIONS GOVERNING FISHING ACTIVITIES IN THE GAMBIA'S FISHING ZONE.
2. THE AUTHORITIES OF THE GAMBIA SHALL NOTIFY THE COMMISSION OF THE EUROPEAN COMMUNITIES IN ADVANCE OF ANY CHANGES TO THE SAID RULES AND REGULATIONS.
3. THE MEASURES TAKEN BY THE AUTHORITIES OF THE GAMBIA TO REGULATE FISHERIES FOR THE PURPOSE OF CONSERVATION SHALL BE BASED ON OBJECTIVE AND SCIENTIFIC CRITERIA AND SHALL APPLY EQUALLY TO COMMUNITY AND OTHER FOREIGN VESSELS.

ARTICLE 4

1. FISHING ACTIVITIES BY COMMUNITY VESSELS IN THE GAMBIA'S FISHING ZONE SHALL BE SUBJECT TO THE POSSESSION OF A LICENCE ISSUED AT THE COMMUNITY'S REQUEST BY THE AUTHORITIES IN THE GAMBIA.
2. THE AUTHORITIES OF THE GAMBIA SHALL ISSUE FISHING LICENCES WITHIN THE LIMITS LAID DOWN BY CATEGORY OF VESSEL IN THE PROTOCOL REFERRED TO IN ARTICLE 9.
3. LICENCES SHALL BE VALID IN THE ZONES DEFINED IN THE ANNEX, DEPENDING ON THE ACTIVITY AND THE TYPE OF VESSELS IN QUESTION.
4. LICENCES SHALL BE VALID AT THE REQUEST OF THE SHIPOWNER OR HIS REPRESENTATIVE FOR PERIODS COVERING FULL MONTHS, WITH A MAXIMUM OF 12 MONTHS.
5. A LICENCE SHALL BE ISSUED FOR A GIVEN VESSEL AND SHALL NOT BE TRANSFERABLE.
6. WHERE A VESSEL IN POSSESSION OF A LICENCE IS PREVENTED FROM USING IT BY FORCE MAJEURE, THE LICENCE MAY BE REPLACED AT THE COMMUNITY'S REQUEST BY ANOTHER ONE WHICH SHALL BE VALID FOR A VESSEL OF THE SAME CATEGORY AND TYPE.

ARTICLE 5

1. LICENCES SHALL BE ISSUED BY THE AUTHORITIES OF THE GAMBIA UPON PAYMENT OF A FEE BY THE SHIPOWNER CONCERNED.
2. THE FEE FOR TUNA-FISHING AND LONG-LINER LICENCES SHALL BE SET PER TONNE OF TUNA AND SWORDFISH CAUGHT IN THE GAMBIA'S FISHING ZONE.
3. THE FEE FOR A FISHING LICENCE FOR OTHER SPECIES SHALL BE SET ACCORDING TO THE GROSS REGISTERED TONNAGE OF THE VESSELS CONCERNED.
4. THE FEE PAID FOR A LICENCE AS FORESEEN IN ARTICLE 4, PARAGRAPH 4, IS FIXED IN PROPORTION TO THE DURATION OF ITS VALIDITY.

5. THE LEVELS OF FEES ARE LAID DOWN IN THE ANNEX.

ARTICLE 6

THE VESSELS AUTHORIZED UNDER THIS AGREEMENT TO FISH IN THE GAMBIA'S FISHING ZONE SHALL BE OBLIGED TO FORWARD TO THE RELEVANT GAMBIAN AUTHORITIES STATEMENTS OF CATCHES, WITH A COPY TO THE DELEGATION OF THE COMMISSION OF THE EUROPEAN COMMUNITIES IN BANJUL, IN ACCORDANCE WITH THE ARRANGEMENTS SET OUT IN THE ANNEX.

ARTICLE 7

TRAWLERS AUTHORIZED UNDER THIS AGREEMENT TO FISH IN THE GAMBIA'S FISHING ZONE MAY BE OBLIGED TO LAND A PROPORTION OF THE FISH CAUGHT IN THAT ZONE AT PORTS IN THE GAMBIA.

THE QUANTITIES AND CONDITIONS FOR THE LANDINGS SHALL BE DETERMINED WITHIN THE JOINT COMMITTEE PROVIDED FOR IN ARTICLE 11.

ARTICLE 8

THE PARTIES UNDERTAKE TO CONCERT ACTION, EITHER DIRECTLY OR WITHIN THE INTERNATIONAL ORGANIZATIONS, TO ENSURE THE MANAGEMENT AND CONSERVATION OF THE LIVING RESOURCES, PARTICULARLY IN THE CENTRAL-EAST ATLANTIC, AND TO FACILITATE THE RELEVANT SCIENTIFIC RESEARCH.

ARTICLE 9

IN RETURN FOR THE FISHING OPPORTUNITIES GRANTED UNDER THIS AGREEMENT, THE COMMUNITY SHALL PAY COMPENSATION, IN ACCORDANCE WITH THE CONDITIONS AND ARRANGEMENTS STIPULATED IN THE PROTOCOL ANNEXED TO THE AGREEMENT. THIS COMPENSATION SHALL BE WITHOUT PREJUDICE TO THE FINANCING RECEIVED BY THE GAMBIA UNDER THE ACP-EEC CONVENTION.

ARTICLE 10

THE PARTIES AGREE TO CONSULT IN THE EVENT OF A DISPUTE CONCERNING THE INTERPRETATION OR APPLICATION OF THIS AGREEMENT. THEY UNDERTAKE TO EXAMINE IN THE MOST OBJECTIVE AND CONCILIATORY SPIRIT ANY DIFFERENCE OF OPINION, WITH A VIEW TO OVERCOMING THE DIFFICULTY.

ARTICLE 11

A JOINT COMMITTEE SHALL BE SET UP TO ENSURE THAT THIS AGREEMENT IS APPLIED CORRECTLY.

THE COMMITTEE SHALL MEET, AT THE REQUEST OF EITHER CONTRACTING PARTY, ALTERNATELY IN THE GAMBIA AND THE COMMUNITY.

ARTICLE 12

SHOULD THE AUTHORITIES OF THE GAMBIA DECIDE, AS A RESULT OF AN UNFORESEEABLE CHANGE IN THE STATE OF THE FISH STOCKS, TO INTRODUCE CONSERVATION MEASURES WHICH, IN THE OPINION OF THE COMMUNITY, HAVE A CONSIDERABLE EFFECT ON THE FISHING ACTIVITIES OF COMMUNITY VESSELS,

CONSULTATIONS WILL BE HELD BETWEEN THE PARTIES IN ORDER TO AMEND THE ANNEX AND THE PROTOCOL.

SUCH CONSULTATIONS SHALL BE BASED ON THE PRINCIPLE THAT ANY REDUCTION IN THE FISHING OPPORTUNITIES PROVIDED FOR IN THE SAID PROTOCOL SHALL BE OFFSET BY OTHER FISHING OPPORTUNITIES OF EQUIVALENT VALUE, ACCOUNT BEING TAKEN OF COMPENSATION ALREADY PAID BY THE COMMUNITY.

ARTICLE 13

NOTHING CONTAINED IN THIS AGREEMENT SHALL AFFECT OR PREJUDICE IN ANY MANNER THE VIEWS OF EITHER PARTY WITH RESPECT TO ANY QUESTION RELATING TO THE LAW OF THE SEA.

ARTICLE 14

THIS AGREEMENT SHALL APPLY, ON THE ONE HAND, TO THE TERRITORIES IN WHICH THE TREATY ESTABLISHING THE EUROPEAN ECONOMIC COMMUNITY IS APPLIED AND UNDER THE CONDITIONS LAID DOWN IN THAT TREATY

AND, ON THE OTHER HAND, TO THE TERRITORY OF THE REPUBLIC OF THE GAMBIA.

ARTICLE 15

THE ANNEX AND THE PROTOCOL FORM AN INTEGRAL PART OF THIS AGREEMENT AND, UNLESS OTHERWISE SPECIFIED, A REFERENCE TO THIS AGREEMENT INCLUDES THE ANNEX AND PROTOCOL.

ARTICLE 16

THIS AGREEMENT SHALL BE CONCLUDED FOR AN INITIAL PERIOD OF THREE YEARS COMMENCING FROM THE DATE OF ITS ENTRY INTO FORCE. IN THE EVENT OF THE AGREEMENT NOT BEING TERMINATED BY EITHER PARTY THROUGH NOTICE OF TERMINATION GIVEN AT LEAST SIX MONTHS BEFORE THE EXPIRY OF THAT INITIAL PERIOD, IT SHALL REMAIN IN FORCE FOR ADDITIONAL PERIODS OF TWO YEARS, PROVIDED THAT NOTICE OF TERMINATION HAS NOT BEEN GIVEN AT LEAST THREE MONTHS BEFORE THE EXPIRY OF EACH SUCH TWO-YEAR PERIOD. IN THAT CASE NEGOTIATIONS SHALL TAKE PLACE BETWEEN THE PARTIES TO DETERMINE BY MUTUAL AGREEMENT THE AMENDMENTS OR ADDITIONS TO BE MADE TO THE ANNEX OR THE PROTOCOL.

ARTICLE 17

THIS AGREEMENT SHALL ENTER INTO FORCE ON THE DATE ON WHICH THE PARTIES NOTIFY ONE ANOTHER OF THE COMPLETION OF THE PROCEDURES NECESSARY FOR THIS PURPOSE.

ARTICLE 18

THIS AGREEMENT, DRAWN UP IN DUPLICATE IN THE DANISH, DUTCH, ENGLISH, FRENCH, GERMAN, GREEK, ITALIAN, PORTUGUESE AND SPANISH LANGUAGES, EACH OF THESE TEXTS BEING EQUALLY AUTHENTIC, SHALL BE DEPOSITED IN THE ARCHIVES OF THE GENERAL SECRETARIAT OF THE COUNCIL OF THE EUROPEAN COMMUNITIES, WHICH SHALL TRANSMIT A CERTIFIED COPY TO EACH OF THE PARTIES.

ANNEX

CONDITIONS GOVERNING THE PURSUIT OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN THE GAMBIA'S FISHING ZONE

A. LICENCE APPLICATION AND ISSUING FORMALITIES

THE PROCEDURE FOR APPLICATIONS FOR, AND ISSUE OF, THE LICENCES ENABLING VESSELS FLYING THE FLAG OF THE MEMBER STATES OF THE COMMUNITY TO FISH IN THE GAMBIA'S FISHING ZONE SHALL BE AS FOLLOWS :

THE RELEVANT COMMUNITY AUTHORITIES SHALL PRESENT TO THE RELEVANT AUTHORITIES OF THE GAMBIA, VIA THE DELEGATION OF THE COMMISSION OF THE EUROPEAN COMMUNITIES IN THE GAMBIA, AN APPLICATION FOR EACH VESSEL THAT WISHES TO FISH UNDER THE AGREEMENT, AT LEAST 10 DAYS BEFORE THE DATE OF COMMENCEMENT OF THE PERIOD OF VALIDITY REQUESTED.

THE APPLICATION SHALL BE MADE ON THE FORMS PROVIDED FOR THAT PURPOSE BY THE GOVERNMENT OF THE GAMBIA. A SPECIMEN IS ANNEXED HERETO.

EACH LICENCE APPLICATION SHALL BE ACCOMPANIED BY PROOF OF PAYMENT FOR THE PERIOD OF THE LICENCE'S VALIDITY.

THE AUTHORITIES OF THE GAMBIA SHALL THEN FORWARD THE LICENCE TO THE SHIPOWNERS OR THEIR REPRESENTATIVES.

LICENCES MUST BE HELD ON BOARD AT ALL TIMES.

1. PROVISIONS APPLICABLE TO TUNA VESSELS AND LONGLINERS

(A) THE FEES SHALL BE SET AT 20 ECU PER TONNE CAUGHT IN THE GAMBIA'S FISHING ZONE.

(B) APPLICATION FOR LICENCES FOR TUNA VESSELS AND LONGLINERS SHALL BE ISSUED FOLLOWING PAYMENT TO THE ACCOUNTANT GENERAL'S DEPARTMENT OF THE GAMBIA OF A LUMP SUM OF 1 000 ECU A YEAR FOR EACH TUNA SEINER, 200 ECU A YEAR FOR EACH POLE AND LINE TUNA VESSEL, AND 200 ECU A YEAR FOR EACH LONGLINER, EQUIVALENT TO THE FEES FOR :

_ 50 TONNES OF TUNA CAUGHT PER YEAR IN THE CASE OF SEINERS,

_ 10 TONNES OF TUNA CAUGHT PER YEAR IN THE CASE OF POLE AND LINE VESSELS,

_ 10 TONNES OF SWORDFISH CAUGHT PER YEAR IN THE CASE OF LONGLINERS.

A PROVISIONAL STATEMENT OF THE FEES DUE FOR THE FISHING YEAR SHALL BE DRAWN UP BY THE COMMISSION OF THE EUROPEAN COMMUNITIES AT THE END OF EACH FISHING YEAR ON THE BASIS OF THE CATCH STATEMENTS MADE BY THE SHIPOWNERS AND FORWARDED SIMULTANEOUSLY TO THE AUTHORITIES OF THE GAMBIA AND THE COMMISSION DEPARTMENT RESPONSIBLE. THE CORRESPONDING AMOUNT SHALL BE PAID BY THE SHIPOWNERS TO THE ACCOUNTANT GENERAL'S DEPARTMENT OF THE GAMBIA NOT LATER THAN THREE MONTHS AFTER THE END OF THE FISHING YEAR.

THE FINAL STATEMENT OF THE FEES DUE SHALL BE DRAWN UP BY THE COMMISSION TAKING INTO ACCOUNT THE AVAILABLE SCIENTIFIC OPINION SUCH AS ICCAT. THE FINAL

STATEMENT SHALL BE COMMUNICATED TO THE AUTHORITIES OF THE GAMBIA AND NOTIFIED TO THE SHIPOWNERS, WHO SHALL HAVE 30 DAYS TO ACQUIT THEIR FINANCIAL OBLIGATIONS.

HOWEVER IF THE AMOUNT OF THE FINAL STATEMENT IS LOWER THAN THE ABOVEMENTIONED ADVANCE, THE RESULTING BALANCE SHALL NOT BE REIMBURSABLE.

2. PROVISIONS APPLICABLE TO TRAWLERS AND OTHER VESSELS

THE FEES SHALL BE FOR :

(A) FRESH FISH VESSELS :

_ 80 ECU PER GRT PER ANNUM FOR VESSELS FISHING FOR CRUSTACEANS,

_ 50 ECU PER GRT PER ANNUM FOR OTHER VESSELS;

(B) FREEZER VESSELS :

_ 80 ECU PER GRT PER ANNUM FOR SHRIMP VESSELS,

_ 60 ECU PER GRT PER ANNUM FOR OTHER VESSELS.

THESE FEES SHALL BE PAID TO THE ACCOUNTANT GENERAL'S DEPARTMENT OF THE GAMBIA IN THE CURRENCY INDICATED BY THE AUTHORITIES OF THE GAMBIA.

B. STATEMENT OF CATCH

FOR TRAWLERS, THE STATEMENT OF CATCHES FORESEEN IN ARTICLE 6 SHALL BE MADE EVERY MONTH ACCORDING TO THE ATTACHED SPECIMEN.

SHOULD THESE PROVISIONS NOT BE ADHERED TO, THE AUTHORITIES OF THE GAMBIA RESERVE THE RIGHT TO SUSPEND THE LICENCE OF THE OFFENDING VESSEL UNTIL THE FORMALITY HAS BEEN COMPLIED WITH.

C. FISHING ZONES

(I) FISHING ACTIVITIES OF COMMUNITY TRAWLERS AND LONGLINERS IN THE GAMBIA'S FISHING ZONE SHALL BE AUTHORIZED AS FROM THE FIRST 12 MILES FROM THE GEOGRAPHICAL BASE LINES.

(II) TUNA VESSELS SHALL BE AUTHORIZED TO FISH THROUGHOUT THE WATERS UNDER THE SOVEREIGNTY OR JURISDICTION OF THE GAMBIA.

D. VESSEL CHARACTERISTICS

THE ONLY LIMITATION WITH REGARD TO VESSEL CHARACTERISTICS TO BE APPLIED TO COMMUNITY VESSELS FISHING IN THE GAMBIA'S FISHING ZONE SHALL BE A MAXIMUM OF 1 500 GRT APPLICABLE TO TRAWLERS.

E. MESHES AUTHORIZED

THE MESH SIZES AUTHORIZED FOR THE COD END OF THE TRAWL NETS (MESH FULLY EXTENDED) SHALL BE :

- (A) 60 MM FOR FIN FISH VESSELS;
- (B) 40 MM FOR CEPHALOPOD VESSELS;
- (C) 25 MM FOR SHRIMP VESSELS.

THESE MESH SIZES MAY BE REVIEWED AT THE FIRST MEETING OF THE JOINT COMMITTEE.

VESSELS FISHING FOR TUNA IN THE GAMBIA'S FISHING ZONE SHALL CONFORM TO ICCAT REGULATORY MEASURES.

F. VOCATIONAL TRAINING

THE SHIPOWNERS TO WHOM LICENCES ARE ISSUED UNDER THE AGREEMENT SHALL CONTRIBUTE TO THE VOCATIONAL TRAINING OF GAMBIAN NATIONALS. THE TERMS AND CONDITIONS OF THIS CONTRIBUTION, WHICH MAY TAKE THE FORM OF THE TAKING ON BOARD OF GAMBIAN SEAMEN OR THE PAYMENT BY THE SHIPOWNERS OF A LUMP SUM AMOUNT INTENDED FOR THE TRAINING OF FISHERMEN, MAY BE DETERMINED WITHIN THE JOINT COMMITTEE AS FROM THE FOURTH YEAR OF APPLICATION OF THE AGREEMENT.

REPUBLIC OF THE GAMBIA

APPLICATION FORM FOR FISHING VESSEL TO FISH IN GAMBIAN WATERS

I. APPLICANT :

1. NAME OF APPLICANT :

2. NAME OF COMPANY :

3. ADDRESS :

II. VESSEL :

1. NAME :

2. REGISTRATION NO :

3. DATE AND PLACE OF CONSTRUCTION :

4. RADIO CALL SIGN :

5. COUNTRY OF REGISTRATION :

6. GROSS REGISTER TONNES :

7. NUMBER OF FISH HOLDS :

8. CAPACITY OF HOLDS :

9. TOTAL NUMBER OF CREW :

10. FISHING METHOD :

11. IS THE VESSEL A FREEZER?

12. IF YES :

_ FREEZER CAPACITY :

_ STORAGE CAPACITY :

13. NAME OF MASTER OF VESSEL :

III. PERIOD OF APPLICATION :

FROM TO

(DATE)

(SIGNATURE)

SPECIMEN OF FORM PROVIDED FOR IN ARTICLE 6 OF THE AGREEMENT

STATEMENT OF CATCH

1.2.3MONTH :

YEAR :

NAME OF VESSEL :

NATIONALITY :

GROSS TONNAGES :

COMPANY :

LICENCE NO :

1.2,3.4.5,9.10

DATE

FISHING ZONE

NUMBER OF FISHING HOURS

SPECIES OF FISH (KILOGRAMS)

COMMENTS

1.2.3.4.5.6.7.8.9.10LONGI - TUDE

LATI - TUDE

OTHER

TOTALS

1,4.5.6.7.8.9.10TOTALS :

PUB : 1987/06/06

INFORCE : 1987/07/01=EV

SIGNED : 1987/05/25=BRUSSELS