

# Agreement between the European Economic Community and the Islamic Federal Republic of the Comoros on fishing off Comoros

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THE EUROPEAN ECONOMIC COMMUNITY, hereinafter referred to as the 'Community', and  
THE ISLAMIC FEDERAL REPUBLIC OF THE COMOROS, hereinafter referred to as  
'Comoros',

CONSIDERING the spirit of cooperation resulting from the ACP-EEC Convention and the good  
relations between the Community and Comoros,

CONSIDERING the desire of Comoros to promote the rational exploitation of its fishery  
resources by means of closer cooperation,

RECALLING that, in respect of sea fishing, Comoros exercises its sovereignty or jurisdiction  
over a zone extending 200 nautical miles from its coast,

TAKING into account the United Nations Convention on the Law of the Sea, signed by both  
Parties,

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

DESIROUS of establishing the terms and conditions governing fishing activities of common  
interest to both Parties,

HAVE AGREED AS FOLLOWS:

## Article 1

The purpose of this Agreement is to establish the principles and rules which will in future govern  
in all respects the fishing activities of vessels flying the flag of Member States of the  
Community, hereinafter referred to as 'Community vessels', in the waters over which Comoros  
has sovereignty or jurisdiction in respect of fisheries, hereinafter referred to as 'Comorian  
waters', in accordance with the provisions of the United Nations Convention on the Law of the  
Sea and other provisions of international law.

## Article 2

Comoros shall authorize Community vessels to fish in Comorian waters 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 laws governing fishing activities in Comorian waters in  
accordance with the provisions of the United Nations Convention on the Law of the Sea and  
other rules of international law and practice.

2. The Comorian authorities shall notify the Commission of the European Communities in  
advance of proposed changes to the said laws.

## Article 4

1. Under this Agreement the fishing activities of Community vessels in Comorian waters shall be  
subject to possession of a fishing licence issued by the Comorian authorities at the Community's  
request.

2. The issue of a licence shall be subject to payment of a licence fee by the shipowner.

3. The procedure for licence applications, the level of fees and arrangements for payment are set  
out in the Annex.

#### Article 5

Without prejudice to their respective rights, the Parties undertake to coordinate either directly or within international organizations their efforts to ensure the management and conservation of the living resources of the Indian Ocean, especially highly migratory species, and to facilitate the relevant scientific research.

#### Article 6

In return for the fishing opportunities accorded pursuant to Article 2, the Community shall make a financial contribution to Comoros, in accordance with the provisions for payment and compensation stipulated in the Protocol and without prejudice to the financing received by Comoros under the ACP-EEC Convention.

#### Article 7

1. Without prejudice to the exercise by Comoros of sovereignty or jurisdiction over its waters, the Parties agree to consult over questions arising in connection with the implementation and proper working of this Agreement. To this end a Joint Committee is hereby established. It shall meet at the request of either Contracting Party.
2. In the event of any dispute over the interpretation or application of this Agreement, consultations shall be held between the Parties.

#### Article 8

Nothing 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 9

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 Islamic Federal Republic of the Comoros.

#### Article 10

The Annex and the Protocol to this Agreement form an integral part thereof and, unless otherwise specified, a reference to the Agreement includes the Annex and the Protocol.

#### Article 11

1. Should the Comorian authorities decide, in the light of the state of stocks, to take conservation measures which affect the activities of Community vessels, consultations shall be held between the Parties with a view to amending the Protocol.
2. Any conservation measures taken by the Comorian authorities shall be based on objective scientific criteria and shall apply equally to Community vessels and those of third countries, without prejudice, however, to agreements concluded between developing countries within the same geographical area, including reciprocal fisheries agreements.

#### Article 12

This Agreement shall be concluded for an initial period of three years commencing from the date of its entry into force. Unless either Party gives notice of termination at least six months before the expiry of the three-year period, it shall remain in force for additional periods of two years, provided it has not been denounced at least three months before the expiry of each such two-year period. At the end of the initial three-year period and thereafter at the end of each two-year period, the Contracting Parties shall enter into negotiations to establish by agreement what

amendments or additions to the Annex or Protocol are required. Negotiations shall also be held if one of the Parties gives notice of denunciation.

### Article 13

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 enter into force on the date of its signing.

## ANNEX

### CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN COMORIAN WATERS

#### 1. Application for and issue of licences

The procedure for applications for, and issue of, the licences allowing Community vessels to fish in Comorian waters shall be as follows:

- (a) the Commission of the European Communities, through its representative of the Commission in Comoros, shall submit to the Comorian fishing authorities at least 20 days before the date of commencement of the period of validity requested, an application in respect of each vessel wishing to fish under this Agreement, drawn up by the owner. The applications shall be made on the forms provided for that purpose by Comoros, a specimen of which is attached;
- (b) licences are issued to a shipowner for a specific vessel. At the request of the Commission of the European Communities, a licence issued for one vessel may, in a case of force majeure, be replaced by a licence issued for another Community vessel;
- (c) the licence shall be delivered by the Comorian authorities to the representative of the Commission of the European Communities in Comoros;
- (d) licences must be held on board at all times;
- (e) before the entry into force of the Agreement the Comorian authorities shall communicate the arrangements for payment of the licence fees, in particular the details of the bank accounts and the currencies to be used.

#### 2. Validity of licences and payment of fees

- (a) Licences shall be valid for one year. They shall be renewable;
- (b) the licence fee shall be set at 20 ECU/tonne of tuna caught in Comorian waters.

Licences shall be issued following advance payment to Comoros of a lump sum of 1 000 ECU a year for each tuna seiner, equivalent to fees for a catch of 50 tonnes of tuna a year in Comorian waters.

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 calendar year on the basis of the catch statements made by the shipowners and forwarded simultaneously to the Comorian authorities and the Commission of the European Communities. The corresponding amount shall be paid by the shipowners to the Comorian Treasury no later than 31 March of the following year. The final statement of the fees due shall be drawn up by the Commission of the European Communities, which shall take into account any comments made by the Comorian authorities, available scientific opinion and any statistical data concerning the Indian Ocean which may be gathered by an international Fisheries organization.

Shipowners shall be notified by the Commission of the statement and shall have 30 days to discharge their financial obligations. Where the sum due for actual fishing operations is less than the advance payment, the shipowner will not be reimbursed the corresponding residual amount.

#### 3. Observers

At the request of the Comorian authorities tuna vessels shall take on board an observer

designated by the authorities in order to check catches made in Comorian waters. Observers shall have all facilities, including parts of the ship and documents, necessary for the performance of their duties. Observers shall not remain on board for longer than the time required to carry out their duties. Observers shall be provided with suitable food and accommodation while on board. Should a tuna vessel with a Comorian observer on board leave Comorian waters, every step shall be taken to ensure that the observer returns to Comoros as soon as possible, at the shipowner's expense.

#### 4. Radio communications

Vessels engaged in fishing activities in Comorian waters shall communicate their position and catches to the Comorian authorities every three days and shall notify the result of their catches at the end of each trip.

The Comorian authorities shall notify the Commission of the European Communities of the name, call sign and frequency of the relevant radio station.

#### 5. Fishing zones

To avoid adverse effects on small-scale fisheries in Comorian waters, Community tuna vessels shall not be allowed to fish within 10 nautical miles of any of the islands nor within a radius of three nautical miles of fish aggregating devices placed by the Comorian authorities, the positions of which have been communicated to the representative of the Commission of the European Communities in Comoros.

These provisions may be reviewed by the Joint Committee referred to in Article 7 of the Agreement.

#### 6. Ownership of rare species

Any coelacanth (*Latimeria chalumnae*) caught by a Community vessel authorized to fish in Comorian waters remains the property of Comoros and must be turned over, without charge, to the port authorities of Moroni or Mutsamudu immediately in the best state possible.

### LICENCE APPLICATION FORM FOR A FOREIGN FISHING VESSEL

Name of applicant : .....

Address of applicant : .....

Name and address of charterer of vessel if different from above : .....

Name and address of representative (agent) in Comoros : .....

Name of vessel : .....

Type of vessel : .....

Country of registry : .....

Port and registration number : .....

Vessel's external identification : .....

Radio call sign and frequency : .....

Length of vessel : .....

Width of vessel : .....

Engine type and horse power : .....

Gross registered tonnage of vessel : .....

Net registered tonnage of vessel : .....

Minimum crew : .....

Type of fishing : .....

Proposed catch species : .....

Period of validity requested : .....

I, the undersigned, ..... certify that the above particulars are correct.

Date : .....

Signature : .....

