

Protocol establishing the fishing rights and financial contribution provided for in
the Agreement between the European Economic Community and the Republic of
Côte d'Ivoire on fishing off the coast of Côte d'Ivoire
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Article 1

From 1 July 1997 and for a period of three years, fishing rights pursuant to Article 2 of the Agreement shall be as follows:

- (a) freezer trawlers designed to fish demersal species, taking deepwater crustaceans, cephalopods and demersal fish: three vessels;
- (b) pole-and-line tuna vessels: seven vessels;
- (c) surface longliners: 14 vessels;
- (d) tuna seiners: 39 vessels.

Article 2

The fishing rights referred to in Article 1 may be increased at the request of the Community if they do not thereby compromise the rational exploitation of the resources of Côte d'Ivoire. In this case, the financial compensation referred to in Article 3(1) shall be increased proportionately and pro rata temporis.

Article 3

1. For the period referred to in Article 1 the total financial contribution referred to in Article 8 of the Agreement shall be ECU 3 million, including ECU 2,4 million in financial compensation payable in three equal annual instalments.
2. For tuna fishing, this total financial contribution shall cover a catch of 8 500 tonnes a year in Côte d'Ivoire waters. If the catch of Community vessels in Côte d'Ivoire waters in any one year exceeds this amount, the compensation shall be increased by ECU 50 per additional tonne. The share of trawlers in the total contribution shall be ECU 960 000.
3. Financial compensation shall be paid into an account opened with a financial institution or any other body designated by the Côte d'Ivoire authorities.
4. The use to which the financial compensation is put shall be the sole responsibility of the Côte d'Ivoire Government.

Article 4

1. Out of the total financial contribution referred to in Article 3(1), the Côte d'Ivoire authorities shall allocate the following sums over the period defined in Article 1, to the financing of:
 - scientific programmes to promote better understanding of fisheries and the living resources of the fishing zone of Côte d'Ivoire: ECU 100 000,
 - technical programmes: ECU 100 000,
 - fisheries monitoring: ECU 180 000,
 - institutional support to the administrative department responsible for fisheries: ECU 80 000,
 - Côte d'Ivoire's contributions to international fisheries organizations: ECU 40 000.

After notification by the Côte d'Ivoire's authorities of the content of the programmes, the corresponding amounts will be paid into the bank accounts designated by them.

2. The Côte d'Ivoire authorities shall report to the competent Commission departments on the implementation of the programmes.

Article 5

1. Out of the total financial contribution referred to in Article 3(1), the Côte d'Ivoire authorities shall allocate ECU 100 000 over the period defined in Article 1, to theoretical and practical training in the various scientific, technical and economic disciplines relating to fisheries. In this

context, the Community shall make it easier for Côte d'Ivoire nationals to find places in establishments in its Member States.

Awards financed under this Article may be used in Côte d'Ivoire or any other State that has a cooperation agreement with the Community.

2. Part of the amount referred to in paragraph 1 may be used to cover the costs of participation in international meetings or training courses concerning fisheries or aquaculture.

3. The sum shall be payable as and when it is used.

Article 6

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

Article 7

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

Article 8

This Protocol shall enter into force on the date on which it is signed.

It shall apply from 1 July 1997.

ANNEX

CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN THE CÔTE D'IVOIRE FISHING ZONE

A. Licence application and issuing formalities

1. The relevant Community authorities shall present to the Office of the Secretary of State for Fisheries in Côte d'Ivoire, via the Delegation of the Commission of the European Communities in Côte d'Ivoire, an application for each vessel wishing to fish under the Agreement, at least 30 days before the date on which the requested term of validity commences.

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

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

The fees shall include all national and local taxes with the exception of port fees and charges for the provision of services.

The authorities of Côte d'Ivoire shall give notice, before the Agreement enters into force, of the arrangements for payment of the fee, including information on bank accounts.

2. Licences shall be issued for a specific vessel and shall not be transferable.

However, at the request of the Commission of the European Communities, a vessel's licence shall, in the case of force majeure, be replaced by a new licence for another vessel with characteristics similar to those of the first vessel. The owner of the first vessel shall return the cancelled licence to the Office of the Secretary of State for Fisheries of Côte d'Ivoire via the Delegation of the Commission of the European Communities in Côte d'Ivoire.

The new licence shall indicate:

- the date of issue,
- the fact that it invalidates and replaces the licence of the previous vessel.

No fee as laid down in Article 4(2) of the Agreement shall be due for any unexpired period of validity.

3. Licences shall be transmitted by the Côte d'Ivoire authorities to the Delegation of the Commission of the European Communities in Côte d'Ivoire within 30 days of receipt of the application.

4. The original of the licence must be held on board at all times and be presented at any time on request of the competent Côte d'Ivoire authorities.

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

5. Trawlers authorized under Article 2 of the Agreement must notify the competent Côte d'Ivoire authorities of any changes to the characteristics of a vessel as entered on the licence when issued and as listed in Appendix 1.

6. Any increase in gross registered tonnage of a trawler shall require a new licence application.

B. Provisions applicable to licences for tuna vessels and surface longliners

1. Licences shall be valid for one year. They shall be renewable.

2. The fee shall be set at ECU 20 per tonne of fish caught within the Côte d'Ivoire fishing zone.

3. Licences shall be issued following payment of a lump sum of ECU 300 a year for each pole-and-line tuna vessel, ECU 1 600 a year for each tuna seiner and ECU 400 a year for each surface longliner.

4. The final statement of the fees due for the fishing period shall be drawn up by the Commission of the European Communities at the end of each calendar year on the basis of the catch statements made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data such as the French Office de la recherche scientifique et technique d'outre-mer (Orstom) and the Instituto Español de Oceanografía (IEO) on the one hand and the Centre de recherche océanologique de Côte d'Ivoire (Côte d'Ivoire oceanological research centre) on the other. The statement shall be forwarded simultaneously to the sea-fishing services of Côte d'Ivoire and to the shipowners. Any additional payment due shall be made by the shipowners to the Côte d'Ivoire fishing services not later than 30 days after notification of the final statement. However, if the amount of the final statement is lower than the abovementioned advance, the resulting balance shall not be reimbursable to the shipowner.

5. The authorities of Côte d'Ivoire shall give notice, before the Agreement enters into force, of the arrangements for payment of the fees, including information on bank accounts.

C. Provisions applicable to licences for freezer trawlers

1. In the case of freezer trawlers, licences shall be valid for three, six or twelve months. They shall be renewable.

2. The annual fee shall be fixed at the rate of ECU 140 per GRT per vessel.

Fees for licences for periods of less than one year shall be paid on a pro rata basis according to the length of time. Six-month and three-month licences shall be subject to a surcharge of 3 % and 5 % respectively.

D. Statements of catch

1. Vessels authorised to fish in the Côte d'Ivoire fishing zone under this Agreement shall send their statements of catch to the sea-fishing services with a copy to the Delegation of the Commission of the European Communities in Côte d'Ivoire, as follows:

(a) trawlers shall notify their catches using the form given in Appendix 2. These statements shall

be monthly and must be communicated at least once every three months;

(b) for tuna seiners, pole-and-line tuna vessels and surface longliners a fishing log shall be kept, in accordance with the model in Appendix 3 in the case of surface longliners and Appendix 4 in the case of seiners and pole-and-line vessels for each fishing period spent in the Côte d'Ivoire fishing zone; details shall be entered even where there is no catch.

The form shall either be collected in port by the relevant departments of the Centre de recherche océanologique de Côte d'Ivoire or sent to the same department within 45 days of the end of the fishing trip spent in the Côte d'Ivoire fishing zone.

Copies shall be sent to the scientific institutes referred to in paragraph 4 of section B above.

Forms must be completed legibly and be signed by the master of the vessel.

2. Should these provisions not be adhered to, the Côte d'Ivoire authorities reserve the right to suspend the licence of the offending vessel until the required formality has been complied with. In this case, the Delegation of the Commission of the European Communities in Côte d'Ivoire shall be informed without delay.

E. Landing of catches

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

In addition, Community tuna vessels shall contribute towards supplying the Côte d'Ivoire's tuna-canning factories at a price fixed by mutual agreement between the Community shipowners and Côte d'Ivoire dealers on the basis of current prices on the international market. Payment shall be made in convertible currency. The landing schedule must be drawn up by mutual agreement between the Community shipowners and the Côte d'Ivoire dealers.

F. Fishing zones

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

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

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

G. Entering and leaving the zone

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

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

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

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

H. Authorised mesh sizes

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

- (a) 40 mm for freezer trawlers taking deepwater crustaceans;

- (b) 70 mm for freezer trawlers taking cephalopods;
- (c) 60 mm for freezer trawlers taking fish;
- (d) in the case of tuna, the international standards recommended by ICCAT shall apply.

I. Signing-on of seamen

Owners of vessels which have been granted licences as provided by the Agreement shall contribute to the practical vocational training of Côte d'Ivoire nationals, on the following terms and subject to the following limits:

1. Each trawler owner shall undertake to employ:

- one seaman for vessels under 250 GRT,
- two seamen for vessels between 250 and 300 GRT,
- three seamen for vessels over 300 GRT.

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

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

- for the fleet of tuna seiners, 30 Côte d'Ivoire seamen shall be signed on,

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

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

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

2. The wages of these seamen shall be fixed, before licences are issued, by mutual agreement between the shipowners or their representatives and the relevant Côte d'Ivoire authorities; the wages shall be borne by the shipowners and must include the social contributions to which the seaman is subject (including life assurance and accident and sickness insurance).

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

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

4. Any vessel may receive on board a trainee student on a proposal from the competent Côte d'Ivoire authorities, subject to the agreement of the vessel's master. The Côte d'Ivoire Government shall cover subsistence expenses for this trainee.

J. Taking on board of scientific observers

Any vessel fishing in Côte d'Ivoire waters must agree to take on board a scientific observer if requested to do so by the relevant Côte d'Ivoire authorities.

On board, the observer shall be accorded the same conditions as those enjoyed by officers of the vessel. This applies equally, as far as is possible, to the quarters assigned to the observer.

Similarly, as far as possible, he shall be offered every facility needed to carry out his duties. The work of the observer and the conditions under which he is taken on board must not interrupt or hamper fishing activities.

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

As a contribution to the costs arising from the presence of the observer on board, owners of trawlers shall pay the Côte d'Ivoire authorities, together with the licence fee, the sum of ECU 4 per GRT per year pro rata temporis for each vessel fishing in Côte d'Ivoire waters. This sum shall be paid into the account specified by the Côte d'Ivoire fishing authorities.

When tuna vessels and surface longliners take an observer on board, the port of embarkation shall be determined by mutual agreement between the Office of the Secretary of State for Fisheries and the shipowners or their representatives.

K. Inspection and monitoring

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

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

L. Seizure and detention of vessels

The seizure or detention, under Côte d'Ivoire legislation, of a fishing vessel flying the flag of a Member State of the Community shall be notified to the Delegation of the Commission of the European Communities in Côte d'Ivoire within 72 hours and simultaneously to the consular agent of the Member State whose flag the vessel flies.

The circumstances and reasons which led to the seizure or detention shall be brought to the attention of the Delegation of the Commission of the European Communities in Côte d'Ivoire.

Appendix 1

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

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

DEMANDE DE LICENCE DE PÊCHES MARITIMES

VOLET A

GRAPHIC missing

Appendix 2

GRAPHIC missing

CHALUTIERS CONGÉLATEURS

(ESPÈCES DÉMERSALES)

END OF GRAPHIC

Appendix 3

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ICCAT LOGBOOK for TUNA FISHERY Longline

END OF GRAPHIC

Appendix 4

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THONIERS - SENNEURS - CANNEURS