

Protocol setting out, for the period 1 July 2000 to 30 June 2003, the fishing opportunities 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
Official Journal L 102, 12 April 2001 pp. 3 - 14

Article 1

From 1 July 2000 and for a period of three years, fishing opportunities 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: an annual average of 600 gross registered tonnes (grt) per month;
- (b) pole-and-line tuna vessels: 12 vessels;
- (c) surface longliners: 20 vessels;
- (d) tuna seiners: 39 vessels.

Article 2

The fishing opportunities referred to in Article 1 may be increased by mutual agreement 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. The financial contribution for the fishing opportunities laid down in Article 1 shall be EUR 957500 per year (EUR 275000 as financial compensation and EUR 682500 for the measures provided for in Article 4 of this Protocol).
2. The financial contribution for tuna fishing shall cover a catch of 8500 tonnes a year in Côte d'Ivoire waters. If the tuna caught by Community vessels in the Côte d'Ivoire fishing zone exceeds this weight, the amount referred to above shall be proportionately increased.
3. The annual financial compensation shall be payable by 31 December each year of the Protocol at the latest. Côte d'Ivoire shall have full discretion regarding the use to which this financial compensation is put.
4. The financial compensation shall be paid into the Public Treasury account No ... with the Caisse autonome d'amortissement (CAA).

Article 4

The measures set out below shall be financed from the financial contribution provided for in Article 3(1), to the amount of EUR 682500 per year, broken down as follows:

1. scientific programmes to promote better understanding of fishery and biological resources in the Côte d'Ivoire fishing zone: EUR 90000;
2. technical programmes: EUR 250000;
3. support for fisheries surveillance bodies: EUR 100000;
4. aid for the Fisheries Ministry for drawing up fisheries and aquaculture development policies and strategies: EUR 50000;
5. institutional support to the administrative department responsible for fisheries: EUR 110000;
6. awards for study, practical training and seminars in the various scientific, technical and economic disciplines relating to fisheries and costs of participation in international meetings on fisheries: EUR 50000;
7. contribution to international organisations: EUR 32500.

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

The annual amounts shall be made available to the bodies concerned not later than 31 December each year and paid into the bank accounts of the competent Côte d'Ivoire authorities specified by the Fisheries Ministry according to the schedule for their use.

The Ministry of Côte d'Ivoire responsible for fisheries shall transmit a detailed report on the implementation of these measures and the results achieved to the Delegation of the European Commission, not later than four months after the anniversary date of the Protocol. The Commission may ask the Fisheries Ministry for any additional information on the results and, after consultation with the Côte d'Ivoire authorities, to reconsider the payments concerned should the measures not be implemented.

Article 5

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

Article 6

1. Where force majeure prevents fishing activities in the Côte d'Ivoire exclusive economic zone (EEZ) the Community may suspend payment of the financial contribution following prior consultations, where possible, between the two parties.

2. Payment of the financial contribution shall recommence once the situation returns to normal and following consultation between the two Parties confirming that the situation is likely to allow a return to normal fishing activities.

Article 7

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

Article 8

This Protocol shall enter into force on the date of its signing.
It shall apply from 1 July 2000.

ANNEX

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Conditions for the exercise of fishing activities by Community vessels in the Côte d'Ivoire fishing zone

A. LICENCE APPLICATION AND ISSUING FORMALITIES

The relevant Community authorities shall present to the Côte d'Ivoire Fisheries Ministry, 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.

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

Each licence application 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 charges except for service charges and port taxes.

The Côte d'Ivoire authorities shall communicate, before the entry into force of the Agreement, all information concerning the bank accounts to be used for the payment of the fee.

Licences shall be issued for specific vessels and shall not be transferable.

However, in the case of force majeure and at the request of the Commission of the European

Communities, a vessel's licence may 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 Côte d'Ivoire Fisheries Ministry 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.

1. 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.

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

However, for pole-and-line tuna vessels, tuna seiners and surface longliners, the Côte d'Ivoire authorities shall, on 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 authorisation to fish, which is sent to the Côte d'Ivoire control authorities. 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.

3. Trawlers authorised 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.

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

B. PROVISIONS APPLICABLE TO LICENCES FOR POLE-AND-LINE TUNA VESSELS, TUNA SEINERS AND SURFACE LONGLINERS

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

2. The fee shall be EUR 25 per tonne of fish caught within the Côte d'Ivoire fishing zone.

3. Licences shall be issued following payment of a lump sum of EUR 375 per year for each pole-and-line tuna vessel, EUR 2750 per year for each tuna seiner and EUR 1000 per 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 declarations made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data such as the Institut de recherche pour le développement (IRD), the Instituto Español de Oceanografía (IEO) and the Instituto Português de Investigação Marítima (IPIMAR) on the one hand and the Centre de recherche océanographique de Côte d'Ivoire (Côte d'Ivoire oceanographic research centre) on the other. The statement shall be forwarded simultaneously to the Côte d'Ivoire fishing authorities and to the shipowners. Any additional payment due shall be made by the shipowners to the Côte d'Ivoire fishing authorities no 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 Côte d'Ivoire authorities shall communicate, before the entry into force of the Agreement, all information concerning the bank account to be used for the payment of the fees.

C. PROVISIONS APPLICABLE TO FREEZER TRAWLERS

1. In the case of freezer trawlers, licences shall be valid for three, six or 12 months. They shall be renewable.

2. The annual fee shall be EUR 168 per gross registered tonnage (grt) per vessel.

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

D. CATCH DECLARATIONS

1. Vessels authorised to fish in the Côte d'Ivoire fishing zone under this Agreement shall send their catch declarations to the fishing authorities with a copy to the Delegations 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 declarations shall be monthly and must be communicated at least once every three months;
- (b) for pole-and-line tuna vessels, tuna seiners 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. It shall be filled in even when no catches are made.

The form shall either be collected in port by the relevant departments of the Centre de recherches océanographiques 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.

Forms must be completed legibly and be signed by the master of the vessel. Moreover, the words "Outside Côte d'Ivoire fishing zone" shall be entered in the abovementioned fishing log in respect of periods during which the said vessels are not in Côte d'Ivoire waters.

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 accordance with the principles of free competition.

In addition, Community tuna vessels shall contribute towards supplying Côte d'Ivoire's tuna-canning factories at a price fixed by mutual agreement between 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 spawning grounds 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 12 nautical miles from the coast in the case of pole-and-line tuna vessels and surface longliners,
- 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 directly to the Côte d'Ivoire authorities, preferably by fax ((225) 21 35 04 09) 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 Côte d'Ivoire