

Agreement between the European Economic Community and the Republic of Cote
d'Ivoire on fishing off the coast of Cote d'Ivoire
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THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter referred to as the 'Community', and

THE REPUBLIC OF CÔTE D'IVOIRE,

hereinafter referred to as 'Côte d'Ivoire',

CONSIDERING

the spirit of cooperation for the development of fisheries resulting from the ACP-EEC

Convention and the joint wish for closer relations between the Community and Côte d'Ivoire;

CONSIDERING

Côte d'Ivoire's desire to promote the rational exploitation of its fishery resources by means of increased cooperation;

RECALLING

that the Community and Côte d'Ivoire are signatories to the United Nations convention on the Law of the Sea and that, pursuant to this Convention, Côte d'Ivoire has established an exclusive economic zone extending up to 200 nautical miles from the base line from which its territorial waters are measured, in which it exercises its sovereign rights or jurisdiction for the purposes of exploitation, conservation and management of the resources of the above zone in accordance with international law;

DETERMINED

to conduct their fisheries relations in a spirit of mutual respect for each other's interests in respect of sea-fishing in accordance with the ACP-EEC Convention;

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

HAVE AGREED AS FOLLOWS:

Article 1

The purpose of this Agreement is to establish the principles, rules and means of cooperation between the Community and Côte d'Ivoire for the rational exploitation of fishery resources and define all the conditions governing the fishing activities of vessels flying the flags of Member States of the Community, hereinafter referred to as 'Community vessels', in the waters over which Côte d'Ivoire has sovereignty or jurisdiction for the purposes of fishing, hereinafter referred to as the 'Côte d'Ivoire fishing zone'.

Article 2

Côte d'Ivoire shall permit fishing activities by Community vessels in the Côte d'Ivoire fishing zone in accordance with this Agreement and the conditions laid down in the Annex and the Protocol which are appended to this Agreement and form an integral part of it.

Article 3

1. The Community undertakes to take all necessary steps to ensure that its vessels adhere to the provisions of this Agreement and the laws governing fishing activities in the Côte d'Ivoire fishing zone in accordance with the provisions of the United Nations Convention on the Law of the Sea and other provisions of international law.

2. The Côte d'Ivoire authorities shall notify the Commission of the European Communities of any changes to the said laws prior to their application.

3. The steps taken by the Côte d'Ivoire authorities to regulate fishing in the interests of the rational exploitation of fishery resources shall be based on objective and scientific criteria and

shall apply both to Community vessels and to other foreign vessels, without prejudice to agreements concluded between developing countries within a single geographical region, including reciprocal fisheries agreements.

Article 4

1. Fishing activities by Community vessels in the Côte d'Ivoire fishing zone shall be subject to possession of a licence issued by the relevant Côte d'Ivoire authorities at the Community's request.
2. The issue of a licence shall be subject to payment of a fee by the shipowner concerned.
3. The procedure for licence applications, the fees payable and arrangements for payment are set out in the Annex.

Article 5

The masters of the vessels authorized under the terms of this Agreement to fish in the Côte d'Ivoire fishing zone shall be obliged to send their statements of catch to the Côte d'Ivoire authorities, in accordance with the provisions set out in the Annex.

Article 6

1. The Contracting Parties shall encourage fishing cooperation, in particular scientific and technical cooperation. They shall collaborate with a view to coordinating and integrating on a permanent basis the various activities likely to be entered into under this Agreement to reinforce their effect.
2. In this connection, they shall endeavour in particular to encourage and facilitate the exchange of information on fishing techniques and gear and methods of preserving and processing fishery products.
3. In addition, they may also institute specific programmes and studies likely to strengthen the common interests of their respective operators, inter alia by:
 - undertaking specific studies,
 - specific programmes aimed at improving the means of evaluating stock levels and promoting the development of research into new fishing techniques for their rational exploitation,
 - the introduction of training programmes in fisheries for nationals.
4. The programmes and studies provided for in this Article shall receive financing from the Community at the request of the Côte d'Ivoire authorities in accordance with the provisions of Article 8.

Article 7

The Parties undertake to coordinate either directly or within international organizations their efforts to ensure the management and conservation of living resources in the Central East Atlantic, and to facilitate the relevant scientific research.

Article 8

In return for the fishing rights granted under Article 2, the Community shall make a financial contribution to Côte d'Ivoire in accordance with the procedure stipulated in the Protocol attached to this Agreement, without prejudice to financing accorded to Côte d'Ivoire under the ACP-EEC Convention.

Article 9

If, on the basis of objective scientific criteria, as a result of the changing stocks situation, the Côte d'Ivoire authorities decide to apply conservation measures affecting the fishing activities of Community vessels, the Parties shall consult each other with a view to adjusting the Annex and the Protocol to the new fishing conditions imposed on these vessels. These consultations shall be based on the principle that any reduction of the fishing rights laid down in the said Protocol may entail either a reduction in the financial compensation payable by the Community or an improvement in certain fishing rights offered by Côte d'Ivoire.

Article 10

A joint committee shall be set up.

The committee shall meet, alternately in Côte d'Ivoire and the Community, at the request of either of the Contracting Parties.

The purpose of this committee is to ensure that this Agreement is properly applied, inter alia:

- to permit continuing concertation in matters of mutual interest in relation to this fishing Agreement,
- to examine, on the terms set out in this Agreement, any adjustments to fishing rights granted by Côte d'Ivoire and to determine the financial compensation granted by the Community,
- to seek an amicable solution to any disagreements between the Parties which could arise from this Agreement.

Article 11

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

Article 12

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, to the territory of Republic of Côte d'Ivoire.

Article 13

This Agreement shall be concluded for an initial period of three years from the date of its entry into force. Unless one of the Parties ends it by giving notice to that effect six months before the end of this three-year period, it shall be extended for further periods of three years, unless denounced by notice given at least three months before the end of any such three-year period.

The Parties shall enter into negotiations in the event of either of them denouncing the Agreement.

Article 14

This Agreement, drawn up in duplicate in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages, all the texts being equally authentic, shall enter into force on the date of its signature.

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 of Côte d'Ivoire, via the Commission Delegation in Côte d'Ivoire, an application for each vessel wishing to fish under the Agreement, at least 45 days before the date of commencement of the period of validity requested.

The applications shall be made on the forms provided for that purpose by Côte d'Ivoire, a specimen of which is attached hereto (Appendix 1).

Each licence application shall be accompanied by proof of payment of the fee for the period of the licence's validity.

The fees shall include all national and local charges except for port taxes and service charges.

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.

N° 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 45 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.

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 tuna caught within the Côte d'Ivoire fishing zone.

3. Licences shall be issued following payment of a lump sum of ECU 1 000 a year for each tuna seiner and ECU 200 a year for each pole-and-line tuna vessel and surface longliner, equivalent to the fees payable for a catch of:

- 50 tonnes of tuna per year in the case of seiners,
- 10 tonnes per year of species caught by pole-and-line tuna vessels and surface longliners.

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 océanographique de Côte d'Ivoire (Côte d'Ivoire oceanographic 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 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 authorities of the Côte d'Ivoire 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 licences for 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 fixed at the rate of ECU 130 per GRT for the first two years of the application of the Protocol.

With a view to any allocation of fishing rights for freezer trawlers applicable from the third year of the Protocol's application, fees may be reviewed within the joint committee.

Fees for licences for periods of less than one year shall be paid on a pro rata basis according to the length of time.

D. Statements of catch

1. Vessels authorized 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. The form shall either be collected in port by the relevant departments of the Centre de recherche océanographique 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.

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 in Article 2 of the Agreement in the following zones:

- up to six nautical miles from the coast in the case of surface longliners, pole-and-line tuna vessels and freezer trawlers,

- up to the 200-metre isobath in the case of freezer tuna seiners.

2. With a view to any allocations of fishing rights for freezer trawlers applicable from the third year of the application of the Protocol, the fishing zones may be the subject of a re-examination by the joint committee.

3. However, pole-and-line tuna vessels fishing for live bait shall be authorized to do so in the prohibited zone defined above to obtain bait strictly within the limits of their own requirements.

G. Entering and leaving the zone

1. All Community vessels fishing under the Agreement in the Côte d'Ivoire zone shall communicate to the radio station indicated on the licence the date and time and their position when entering and leaving the Côte d'Ivoire fishing zone.

2. In cases where radio communication cannot be used, vessels may use alternative means, such as telex or telegram.

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

H. Authorized mesh sizes

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

- (a) 40 mm freezer trawlers taking deepwater shellfish and freezer trawlers taking cephalopods;

- (b) 60 mm for freezer trawlers taking fish;

- (c)

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 over 250 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 tuna seiners, 30 Côte d'Ivoire seamen shall be signed on,
- for the fleet of pole-and-line tuna vessels, eight Côte d'Ivoire seamen shall be signed on during the tunafishing period in the Côte d'Ivoire fishing zone, each being assigned to a different vessel;
- for the fleet of surface longliners, 15 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.

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 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.

J. Taking on board of scientific observers

Any vessel may be requested to take on board a scientific observer appointed by the relevant Côte d'Ivoire authorities.

On board, the observer shall be accorded the same conditions 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.

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.

L. Seizure and detention of vessels

The seizure or detention, under the terms of the applicable 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

MINISTRY FOR

ANIMAL PRODUCTION

BP V 84, Abidjan

(Republic of Côte d'Ivoire)

REPUBLIC OF CÔTE D'IVOIRE

UNION-DISCIPLINE-WORK

LICENCE APPLICATION FOR SEA-FISHING

SECTION A

TABLE missing

SECTION B

(To be completed for each vessel)

TABLE missing

TABLE missing

- three colour photographs of vessel (side view), additional boats used for fishing and additional out-of-water equipment for detecting fish,
- an illustration and detailed description of the fishing gear used,
- a document proving that the representative of the shipowner is empowered to sign this application.

.(Date of application)

.(Signature of representative of shipowner)

Appendix 2

TABLE missing

Appendix 3

TABLE missing

Appendix 4

TABLE missing