

Agreement between the European Economic Community and the Republic of Sierra Leone on fishing off Sierra Leone.

THE EUROPEAN ECONOMIC COMMUNITY, hereinafter referred to as 'the Community', and THE REPUBLIC OF SIERRA LEONE, hereinafter referred to as 'Sierra Leone',

CONSIDERING the spirit of cooperation resulting from the ACP-EEC Convention and the good cooperation relations which exist between the Community and Sierra Leone;

CONSIDERING the wish of Sierra Leone to promote the rational management, exploitation and conservation of its fishery resources by means of intensified cooperation;

RECALLING that Sierra Leone has exclusive management and control over the fishery resources and other aquatic resources within its fishing zone which extends up to 200 nautical miles from its shore, within which it exercises its sovereign rights for the purpose of identifying, exploiting, conserving and managing the resources of the said zone;

TAKING into account the United Nations Convention on the Law of the Sea signed by both parties to this Agreement;

DESIROUS of developing and intensifying mutually advantageous cooperation in the field of fisheries;

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

DESIROUS of establishing the terms and conditions governing 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 a Member State of the Community, hereinafter referred to as 'Community vessels', in the waters over which Sierra Leone has sovereignty or jurisdiction in respect of fisheries, hereinafter referred to as 'Sierra Leone's fishing zone'.

**Article 2**

Sierra Leone shall permit fishing by Community vessels in Sierra Leone's fishing zone in accordance with this Agreement and the laws and regulations in force in Sierra Leone relating to fisheries.

**Article 3**

1. The Community undertakes to take all necessary steps to ensure that Community vessels observe the provisions of this Agreement and the laws, rules and regulations relating to fishing in Sierra Leone's fishing zone consistent with the provisions of the United Nations Convention and the Law of the Sea.
2. The authorities of Sierra Leone shall notify the Commission of the European Communities of any change to the said laws, rules and regulations.

#### **Article 4**

1. Fishing activities by Community vessels in Sierra Leone's fishing zone under the present Agreement shall be subject to possession of a valid fishing licence issued by the Government of Sierra Leone.
2. Licences will be issued by the authorities of Sierra Leone within the limits laid down in the Protocol attached hereto.
3. The issue of a licence by the authorities of Sierra Leone at the Community's request shall be subject to payment of a licence fee by the shipowner concerned.
4. The formalities for making applications for licences, their period of validity, the amount of the fee, the payment provisions and the permitted fishing zone shall be as specified in the Annex.

#### **Article 5**

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

#### **Article 6**

Vessels authorized to fish in Sierra Leone's fishing zone under this Agreement shall be obliged to communicate to the authorities of Sierra Leone the statements of catch and other relevant information according to the conditions set out in the Annex.

#### **Article 7**

In return for the fishing opportunities accorded pursuant to Article 2, the Community shall make payments to Sierra Leone in accordance with the provisions of the aforesaid Protocol, without prejudice to the financing for which Sierra Leone is eligible under the ACP-EEC Convention.

#### **Article 8**

1. Without prejudice to the exercise by Sierra Leone of sovereignty or jurisdiction over Sierra Leone's fishing zone, the Parties agree to consult on questions relating to the implementation and proper functioning of this Agreement. To this effect a joint committee is hereby established. The Committee shall meet at the request of either Party alternatively in Sierra Leone and in the Community.
2. In the event of a dispute concerning the interpretation or application of this Agreement, such dispute shall be the subject of consultation between the Parties.

#### **Article 9**

1. Should the authorities of Sierra Leone decide, as a result of developments in the states of stocks, to take conservation measures which affect the activities of Community vessels, consultations shall be held between the Parties in order to adapt the Annex and Protocol attached to this Agreement.
2. The consultations referred to in paragraph 1 will be based on the principle that any substantial reduction of the fishing rights provided for in the Protocol shall lead to an equivalent reduction of the financial compensation to be paid by the Community.
3. Any conservation measures taken by the authorities of Sierra Leone shall be based on objective and scientific criteria and shall apply equally to Community and other third country vessels without prejudice to special arrangements between developing States within the same geographical area, including reciprocal fishing arrangements.

#### **Article 10**

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

#### **Article 11**

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 Sierra Leone.

#### **Article 12**

The Annex and the Protocol attached to this Agreement form an integral part of the Agreement and, unless otherwise specified, a reference to the Agreement shall also constitute a reference to them.

#### **Article 13**

1. This Agreement shall be concluded for an initial period of two years from the date of its entry into force. Unless one of the Parties terminates it by giving notice to that effect at least six months before the date of expiry of the two-year period, it shall remain in force for further periods of one year unless denounced by notice given at least three months before the date of expiry of each such one-year period.
2. In the event of a Contracting Party giving notice denouncing the Agreement, the Contracting Parties shall enter into negotiations.
3. Before the end of the period of validity of the Protocol, the Contracting Parties shall enter into negotiations to determine by common agreement what amendments or addition to the Annex or Protocol are required.

#### **Article 14**

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 signature.

### **ANNEX CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN SIERRA LEONE'S FISHING ZONE**

#### 1. Licence application and issuing formalities

(a) The Commission of the European Economic Communities shall present to the Sierra Leone Ministry responsible for Fisheries via the Delegation of the Commission of the European Communities in Sierra Leone the application, made by the shipowner, for each vessel that wishes to fish under the Agreement, at least 30 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 Sierra Leone a specimen of which is annexed hereto (Annex 1). Each application shall be accompanied by documentary proof of payment.

(b) Before receiving a licence and no more than once a year, each trawler and demersal longliner must be presented at the port of Freetown for inspection in accordance with the rules and regulations in force. This inspection shall be carried out within 24 hours of the vessel's arrival in port. The expenses incurred shall be borne by the ship owners and are established at ECU 300 per vessel.

(c) Every licence shall be issued to the shipowner for one designated vessel. At the request of the Commission of the European Communities, the licence for a vessel may, and, in cases of proven force majeure, will, be replaced by a licence for another Community vessel, having the same characteristics. In the latter case, no fee shall be due for the remaining period of validity. In the new licence shall be mentioned:

- its date of delivery,

- the fact that the licence replaces the previous one issued.

(d) The licences shall be issued by the authorities of Sierra Leone within 30 days of receipt of payment and delivered to the shipowners or their representatives via the Delegation of the Commission of the European Communities in Sierra Leone.

(e) The licence document must be held on board at all times.

(f) The authorities of Sierra Leone shall communicate, before the date of entry into force of the Agreement, the arrangements for payment of the licence fees, and in particular the details of the bank account and the currency to be used.

(g) The licence fee shall include all national and local taxes with the exceptions of charges for services.

2. Validity of licences and payment provisions for tuna seiners, pole and line vessels and surface longliners

(a) Licences shall be valid for a period of one year. They shall be renewable.

(b) The fees shall be set at ECU 20 per tonne caught within Sierra Leone's fishing zone. Applications for licences shall be issued following advance payment to Sierra Leone of a lump sum of ECU 1 000 a year for each seiner, equivalent to the fees for 50 tonnes of tuna caught within Sierra Leone's fishing zone per year and a lump sum of ECU 200 a year for each pole and line, and surface longliner, equivalent to the fees for 10 tonnes of tuna and other migratory species caught within Sierra Leone's fishing zone per year.

The final statement of the fees due for the fishing year in respect of each vessel shall be drawn up by the Commission of the European Communities on the basis of the catch statements made by the shipowners, confirmed by the scientific institutes responsible for verification of the catch figures (Orstom and IEOY-Y Spanish Institute of Oceanography). The final statement will be communicated to the authorities of Sierra Leone and notified to the shipowners who shall have 30 days to meet their financial obligations.

If the amount of the sum due for actual fishing operations does not equal the advance payment, the corresponding outstanding sum shall not be recoverable by the shipowner.

3. Validity of licences and payment provisions for trawlers and demersal longliners

Licences shall be valid for six or 12-month periods. The fees shall be fixed in relation to the GRT as follows:

(a) 12-month licences:

ECU 106 per GRT per year;

(b) six-month licences:

ECU 60 per GRT per year.

4. Inspection and monitoring

(a) Trawlers and demersal longliners shall, at the request of the authorities of Sierra Leone, take on board an observer designated by these authorities in order to check catches made in Sierra Leone's fishing zone.

They shall have all facilities necessary for the performance of these duties including access to places and documents. An observer must not be present for longer than the time required to fulfil his duties.

Observers shall be provided with suitable food and accommodation while on board. Should a vessel with an observer of Sierra Leone on board leave Sierra Leone's fishing zone, every step

will be taken to ensure that the observer returns to Sierra Leone as soon as possible, at the shipowner's expense.

(b) All vessels shall allow on board, and assist in the accomplishment of their duties, any other official of Sierra Leone responsible for inspection and monitoring.

#### 5. Signing on of seamen

1. Trawler and demersal longliner owners who have been issued fishing licences under the Agreement shall contribute to the on-the-job vocational training of Sierra Leone nationals, subject to the conditions and limits set out below:

- two seamen/fishermen on vessels of up to 350 GRT,
- three seamen/fishermen on vessels of more than 350 GRT.

2. The wages of these fishermen, to be borne by the shipowners, shall be fixed by mutual agreement between shipowners and the Sierra Leone authorities. Should the fishermen not be signed on, the shipowners shall be obliged to pay a lump sum equivalent to 30 % of the seamen's wages. This sum will be used for the training of fishermen in Sierra Leone and is to be paid into an account specified by the Sierra Leone authorities.

#### 6. Catch declarations

Community vessels authorized to fish in Sierra Leone's waters under the Agreement must provide a statement of their catch to the Ministry of Fisheries of Sierra Leone with a copy to the Commission Delegation in Sierra Leone in accordance with the procedures set out below:

- every vessel holding a Sierra Leone fishing licence shall maintain a daily fishing log book,
- trawlers and demersal longliners: a monthly statement shall be made out in accordance with Annex 2 and submitted on a quarterly base,
- tuna seiners, pole and line tuna vessels and surface longliners: a fishing logbook shall be kept, in accordance with Annex 3, for each fishing period spent in Sierra Leone's fishing zone. The form must be sent within 45 days of the end of the fishing voyage spent in Sierra Leone's fishing zone, to the Ministry of Fisheries of Sierra Leone,
- forms must be completed legibly and be signed by the master of the vessel.

#### 7. Landing of catch

Trawlers authorized to fish in Sierra Leone's fishing zone shall, in order to make a contribution towards supplying the local population with fish caught in the Sierra Leone fishing zone, be obliged to land at market price 75 kilos per GRT per year of fish for local consumption.

In addition, a further 25 kilos per GRT per year of fish for local consumption will be landed free of charge to the Department of Fisheries to assist it in meeting its responsibilities under the Fisheries Management and Development Act.

These provisions do not exclude additional landings agreed on a private basis.

Landings may be made individually or collectively, mention being made of the vessels concerned.

#### 8. Fishing zones

Trawlers and demersal longliners referred to in Article 1 of the Protocol shall be authorized to fish in waters beyond five nautical miles from the base lines.

#### 9. Meshes authorized

The minimum mesh size authorized for the trawl body (mesh fully extended) shall be:

- 60 mm for fin fish,
- 40 mm for species other than fin fish.

Outrigger fishing with two nets only shall be authorized.

Tuna pole and line vessels are authorized to fish for live bait with a mesh size of 16 mm.

#### 10. Entering and leaving the zone

All Community vessels fishing in the Sierra Leone zone under the Agreement shall communicate to the radio station indicated on the licence the date and time and their position when entering and leaving the Sierra Leone fishing zone.

Radio call sign, frequency and the working hours of the radio station shall be annexed to the licence.

In cases of inability to contact the radio station, vessels may use other means of communications (e.g. telex, telegram).

#### 11. Procedure in case of arrest

The Delegation of the Commission of the European Communities in Sierra Leone shall be notified within 48 hours of any arrest within the Sierra Leone exclusive economic zone of a fishing vessel flying the flag of a Member State of the Community and holding a valid licence granted under the Agreement. The authorities shall at the same time receive a brief report of the circumstances and reasons leading to the arrest.

#### Annex 1

##### APPLICATION FOR A FOREIGN FISHING VESSEL LICENCE

Name of applicant: .....

Address of applicant: .....

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

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Name and address of legal representative in Sierra Leone (if any): .....

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Name of vessel: .....

Type of vessel: .....

Country of registry: .....

Port and registration number: .....

Fishing vessel external identification: .....

Radio call sign and frequency: .....

Length of vessel: .....

Width of vessel: .....

Engine type and power: .....

Gross registered tonnage of vessel: .....

Net registered tonnage of vessel: .....

Minimum crew complement: .....

Type of fishing practised: .....

Period of validity requested: .I certify that the above particulars are correct.

Date: .....

Signature: .....

Annex 2, Annex 3 - *omitted*.