

FISHERIES PARTNERSHIP AGREEMENT
between the Gabonese Republic and the European Community

THE GABONESE REPUBLIC, hereinafter referred to as 'Gabon',

and

THE EUROPEAN COMMUNITY, hereinafter referred to as 'the Community',

hereinafter referred to as 'the Parties',

CONSIDERING the close working relationship between the Community and Gabon, particularly in the context of the Cotonou Agreement, and their mutual desire to intensify that relationship,

CONSIDERING the desire of the two Parties to promote the sustainable exploitation of fisheries resources by means of cooperation,

HAVING REGARD TO the United Nations Convention on the Law of the Sea,

DETERMINED to apply the decisions and recommendations of the International Commission for the Conservation of Atlantic Tunas, hereinafter referred to as 'ICCAT',

AWARE of the importance of the principles established by the Code of conduct for responsible fisheries adopted at the FAO Conference in 1995,

DETERMINED to cooperate, in their mutual interest, in promoting the introduction of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources,

CONVINCED that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary and ensure consistent policies and synergy of effort,

INTENDING, to these ends, to commence a dialogue on the sectoral fisheries policy adopted by the Government of Gabon and to identify the appropriate means of ensuring that this policy is effectively implemented and that economic operators and civil society are involved in the process,

DESIROUS of establishing terms and conditions governing the fishing activities of Community vessels in Gabonese waters and Community support for the introduction of responsible fishing in those waters,

RESOLVED to pursue closer economic cooperation in the fishing industry and related activities through the setting up and development of joint enterprises involving companies from both Parties,

HEREBY AGREE AS FOLLOWS:

Article 1

Scope

This Agreement establishes the principles, rules and procedures governing:

— economic, financial, technical and scientific cooperation in the fisheries sector with a view to promoting responsible fishing in Gabonese waters to ensure the conservation and sustainable exploitation of fisheries resources and develop the Gabonese fisheries sector,

— the conditions governing access by Community fishing vessels to Gabonese waters,

— cooperation on the arrangements for policing fisheries in Gabonese waters with a view to ensuring that the above rules and conditions are complied with, that the measures for the conservation and management of fish stocks are effective and that illegal, undeclared and unregulated fishing is prevented,

— partnerships between companies aimed at developing economic activities in the fisheries sector and related activities, in the common interest.

Article 2

Definitions

For the purposes of this Agreement:

- (a) 'Gabonese authorities' means the Government of Gabon;
- (b) 'Community authorities' means the European Commission;
- (c) 'Gabonese waters' means the waters over which Gabon has sovereignty or jurisdiction;
- (d) 'fishing vessel' means any vessel equipped for commercial exploitation of living aquatic resources;
- (e) 'Community vessel' means a fishing vessel flying the flag of a Member State of the Community and registered in the Community;
- (f) 'Joint Committee' means a committee made up of representatives of the Community and Gabon, as specified in Article 9 of this Agreement;
- (g) 'transhipment' means the transfer in port or at sea of some or all of the catch from one fishing vessel to another vessel;
- (h) 'unusual circumstances' means circumstances, other than natural phenomena, which are beyond the reasonable control of one of the Parties and are such as to prevent fishing activities in Gabonese waters.

Article 3

Principles and objectives underlying the implementation of this Agreement

1. The Parties hereby undertake to promote responsible fishing in Gabonese waters on the basis of the principles of non-discrimination between the different fleets fishing in those waters, without prejudice to the agreements concluded between developing countries within a geographical region, including reciprocal fisheries agreements.

2. The Parties shall cooperate with a view to implementing a sectoral fisheries policy adopted by the Government of Gabon and to that end shall initiate a policy dialogue on the necessary reforms. They shall consult with a view to adopting potential measures in this area.

3. The Parties shall also cooperate in carrying out *ex ante*, ongoing and *ex post* evaluations, both jointly and unilaterally, of measures, programmes and actions implemented on the basis of this Agreement.

4. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of good economic and social governance, respecting the state of fish stocks.

5. In particular, the employment of Gabonese and/or ACP seamen on board Community vessels shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply as of right to the corresponding contracts and general terms of employment. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.

Article 4

Scientific cooperation

1. During the period covered by this Agreement, the Community and Gabon shall endeavour to monitor the evolution of resources in the Gabonese fishing zone.

2. The two Parties, on the basis of the recommendations and resolutions adopted within the International Commission for the Conservation of Atlantic Tunas (ICCAT), and in the light of the best available scientific advice, shall consult each other within the Joint Committee provided for in Article 9 of the Agreement and adopt, where appropriate after a scientific meeting and by mutual agreement, measures to ensure the sustainable management of fisheries resources affecting the activities of Community vessels.

3. The parties undertake to consult one other, either directly, including at subregional level within COREP (Regional Fisheries Committee for the Gulf of Guinea (COREP)), or within the competent international organisations, to ensure the management and conservation of living resources in the Atlantic Ocean, and to cooperate in the relevant scientific research.

*Article 5***Access by Community vessels to the fisheries in Gabonese waters**

1. Gabon undertakes to authorise Community vessels to engage in fishing activities in its fishing zone in accordance with this Agreement, including the Protocol and Annex thereto.

2. The fishing activities governed by this Agreement shall be subject to the laws and regulations in force in Gabon. The Gabonese authorities shall notify the Commission of any amendments to that legislation.

3. Gabon shall take all the appropriate steps required for the effective application of the fisheries monitoring provisions in the Protocol. Community vessels shall cooperate with the Gabonese authorities responsible for carrying out such monitoring.

4. The Community undertakes to take all the appropriate steps required to ensure that its vessels comply with this Agreement and the legislation governing fisheries in the waters over which Gabon has jurisdiction.

*Article 6***Licences**

1. Community vessels may fish in the Gabonese fishing zone only if they are in possession of a fishing licence issued under this Agreement and the Protocol hereto.

2. The procedure for obtaining a fishing licence for a vessel, the taxes applicable and the method of payment to be used by shipowners shall be as set out in the Annex to the Protocol.

*Article 7***Financial contribution**

1. The Community shall grant Gabon a financial contribution in accordance with the terms and conditions laid down in the Protocol and Annexes. This single contribution shall be based on two elements, namely:

(a) access by Community vessels to Gabonese waters and fisheries resources, and

(b) the Community's financial support for promoting responsible fishing and the sustainable exploitation of fisheries resources in Gabonese waters.

2. The element of the financial contribution referred to in paragraph 1(a) above shall be determined in the light of objectives identified by common accord between the Parties in accordance with the Protocol, to be achieved in the context of the sectoral fisheries policy drawn up by the Gabonese Government and an annual and multiannual programme for its implementation.

3. The financial contribution granted by the Community shall be paid each year in accordance with the Protocol and subject to this Agreement and the Protocol in the event of any change to the amount of the contribution as a result of:

(a) unusual circumstances;

(b) a reduction in the fishing opportunities granted to Community vessels, made by mutual agreement for the purposes of managing the stocks concerned, where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice;

(c) an increase in the fishing opportunities granted to Community vessels, made by mutual agreement between the Parties, where the best available scientific advice concurs that the state of resources so permits;

(d) a reassessment of the terms of financial support for implementing a sectoral fisheries policy in Gabon, where this is warranted by the results of the annual and multiannual programming observed by both Parties;

(e) termination of this Agreement under Article 12;

(f) suspension of the application of this Agreement under Article 13.

*Article 8***Promoting cooperation among economic operators and in civil society**

1. The Parties shall encourage economic, scientific and technical cooperation in the fisheries sector and related sectors. They shall consult one another with a view to coordinating the different measures that might be taken to this end.

2. The Parties undertake to promote exchanges of information on fishing techniques and gear, preservation methods and the industrial processing of fisheries products.

3. The Parties shall endeavour to create conditions favourable to the promotion of relations between their enterprises in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investment.

4. The Parties shall encourage, in particular, the setting-up of joint enterprises in their mutual interest which shall systematically comply with Gabonese and Community legislation.

Article 9

Joint Committee

1. A Joint Committee shall be set up to monitor the application of this Agreement. The Joint Committee shall perform the following functions:

- (a) monitoring the performance, interpretation and application of this Agreement and, in particular, the definition of the annual and multiannual programming referred to in Article 7(2) and evaluation of its implementation;
 - (b) providing the necessary liaison for matters of mutual interest relating to fisheries;
 - (c) acting as a forum for the amicable settlement of any disputes regarding the interpretation or application of the Agreement;
 - (d) reassessing, where necessary, the level of fishing opportunities and, consequently, of the financial contribution;
 - (e) any other function which the Parties decide on by mutual agreement.
2. The Joint Committee shall meet at least once a year, alternately in Gabon and in the Community, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either of the Parties.

Article 10

Geographical area to which the Agreement applies

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community applies, under the conditions laid down in that Treaty, and, on the other, to the territory of Gabon.

Article 11

Duration

This Agreement shall apply for six years from the date of its entry into force; it shall be tacitly renewed for additional periods of six years, unless notice of termination is given in accordance with Article 13.

Article 12

Suspension

1. Application of this Agreement may be suspended at the initiative of one of the Parties in the event of a serious disagreement as to the application of provisions laid down in the Agreement. Suspension of application of the Agreement shall require the interested Party to notify its intention in writing at least three months before the date on which suspension is due to take effect. On receipt of this notification, the Parties shall enter into consultations with a view to resolving their differences amicably.

2. Payment of the financial contribution referred to in Article 7 shall be reduced proportionately and *pro rata temporis*, according to the duration of the suspension.

Article 13

Termination

1. This Agreement may be terminated by either Party in the event of unusual circumstances such as the degradation of the stocks concerned, the discovery of a reduced level of exploitation of the fishing opportunities granted to Community vessels, or failure to comply with undertakings made by the Parties with regard to combating illegal, unreported and unregulated fishing.

2. The Party concerned shall notify the other Party in writing of its intention to withdraw from the Agreement at least six months before the date of expiry of the initial period or each additional period.

3. Dispatch of the notification referred to in the previous paragraph shall open consultations by the Parties.

4. Payment of the financial contribution referred to in Article 7 for the year in which the termination takes effect shall be reduced proportionately and *pro rata temporis*.

Article 14

Protocol and Annex

The Protocol and the Annex shall form an integral part of this Agreement ⁽¹⁾.

Article 15

National law

The activities of Community vessels operating in Gabonese waters shall be governed by the applicable law in Gabon, unless otherwise provided in this Agreement, the Protocol and the Annex and Appendices thereto.

Article 16

Repeal

On the date of its entry into force, this Agreement repeals and replaces the Agreement between the European Community and

the Gabonese Republic on fishing off the coast of Gabon which entered into force on 3 December 1998.

However, the Protocol setting out for the period from 3 December 2005 to 2 December 2011 the fishing opportunities and financial contribution provided for in the Fisheries Agreement between the European Community and the Gabonese Republic on fishing off the coast of Gabon shall remain in force during the period referred to in Article 1(1) thereof and shall become an integral part of the present Agreement.

Article 17

Entry into force

This Agreement, drawn up in duplicate in the Czech, Estonian, Danish, Dutch, English, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Slovak, Slovenian, Spanish and Swedish languages, each of these texts being equally authentic, shall enter into force on the date on which the Parties notify each other in writing that they have completed the necessary internal procedures to that end.

⁽¹⁾ OJ L 319, 18.11.2006, p. 17.