

**FISHERIES PARTNERSHIP AGREEMENT**  
**between the European Community and the Islamic Republic of Mauritania**

THE EUROPEAN COMMUNITY,

hereinafter referred to as 'the Community',

and

THE ISLAMIC REPUBLIC OF MAURITANIA,

hereinafter referred to as 'Mauritania',

hereinafter referred to as the 'Parties',

CONSIDERING the close relationship of cooperation between the Community and Mauritania, particularly in the context of the Cotonou Agreement establishing a relationship of close cooperation between the European Community and its Member States, of the one part, and Mauritania, of the other part, and their mutual desire to intensify that relationship,

RECALLING that the Community and Mauritania are signatories to the United Nations Convention on the Law of Sea and that, in accordance with that Convention, Mauritania has established an exclusive economic zone extending 200 nautical miles from its shores within which it exercises its sovereign rights for the purpose of exploring, conserving and managing the resources of that zone,

DETERMINED to cooperate, in their mutual interest, in particular on the basis of the principles established by the Code of conduct for responsible fisheries adopted at the FAO Conference in 1995, in promoting the introduction of responsible fisheries to ensure the long term conservation and sustainable exploitation of living marine resources, in particular by reinforcing the control system covering fishing activities as a whole, in order to ensure the effectiveness of the measures for the development and conservation of these resources, and the protection of the marine environment,

CONVINCED that the achievement of their respective economic and social objectives in the fisheries sector will be furthered by close cooperation in scientific and technical research in that sector on terms ensuring the conservation and rational exploitation of fish stocks,

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,

DECIDED, to these ends, to contribute, within the framework of Mauritania's sectoral fisheries policy, to promoting the development of a partnership with a view in particular to identifying the most 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 Mauritanian fishing zones and Community support for the introduction of responsible fishing in those fishing zones,

AWARE of the role played by the sea fisheries sector and related industries in the economic and social development of Mauritania and various regions of the Community,

RESOLVED to pursue closer economic cooperation in the fishing industry and related activities through the setting up and development of investments 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 establishing responsible fishing in Mauritanian fishing zones to guarantee the conservation and sustainable exploitation of fisheries resources and develop the Mauritanian fisheries sector,
- the conditions governing access by Community fishing vessels to Mauritanian fishing zones,
- the arrangements for policing fisheries in Mauritanian fishing zones 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,
- the conditions for landing and transshipment of catches made in Mauritanian fishing zones,
- the terms for taking seamen on board Community vessels operating under this Agreement in Mauritanian fishing zones.

#### Article 2

##### Definitions

For the purposes of this Agreement, the Annexes and Protocol thereto:

- (a) 'Mauritanian fishing zones' mean the waters over which the Islamic Republic of Mauritania has sovereignty or jurisdiction. The fishing activities by Community vessels provided for in this Agreement shall be carried out only in the zones in which fishing is authorised under Mauritanian law;
- (b) 'the Ministry' means Mauritania's Ministry of Fisheries and the Marine Economy;
- (c) 'Community authorities' means the European Commission;

- (d) 'Community vessel' means a fishing vessel flying the flag of a Member State of the Community and registered in the Community;
- (e) 'Joint Committee' means a committee made up of representatives of the Community and Mauritania whose functions are described in Article 10 of this Agreement;
- (f) 'surveillance authority' means the delegation responsible for fisheries surveillance and protection in Mauritania (DSPCM);
- (g) 'the Delegation' means the Delegation of the European Commission to Mauritania;
- (h) 'seamen' means all personnel on-board forming part of the crew, irrespective of qualifications (officers, technicians, supervisors, deckhands).

#### Article 3

##### Principles and objectives underlying this Agreement

1. The Parties hereby undertake to promote responsible fishing in Mauritanian fishing zones based on the principle of non-discrimination between the different fleets fishing in those zones.
2. The Parties undertake to establish the principles of dialogue and of prior consultations, in particular as regards implementation of the sectoral fisheries policy on the one hand and of Community policies and measures which could have an impact on the Mauritanian fisheries sector industry on the other.
3. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of good environmental, economic and social governance.
4. The Parties shall also cooperate in carrying out *ex ante*, ongoing and *ex post* evaluations, both jointly and unilaterally, of measures, programmes and actions for the implementation of this Agreement.
5. The employment of Mauritanian 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 the Agreement, the Community and Mauritania shall cooperate to monitor certain issues relating to the state of resources in Mauritanian fishing zones. To this end, an independent Joint Scientific Committee shall be set up. By mutual agreement between the Parties it may be opened by invitation to external scientists. The operating procedures of the Joint Scientific Committee, which shall meet at least once a year, shall be laid down by mutual agreement before the entry into force of this Agreement.

2. Based on the results of the work of the Joint Scientific Committee and the best available scientific advice, the Parties shall consult each other within the Joint Committee provided for in Article 10 and, where necessary and by mutual agreement, take measures to ensure the sustainable management of fisheries resources.

3. The Parties undertake to consult one other, either directly or within the competent international organisations, to ensure the management and conservation of living resources in the Atlantic Ocean, and to cooperate in implementing the relevant scientific research.

*Article 5***Access by Community vessels to fisheries in Mauritanian fishing zones**

1. The fishing activities governed by this Agreement shall be subject to the laws and regulations in force in Mauritania. The Ministry shall notify the Community of any amendments to that legislation. Without prejudice to any provisions which might be agreed between the Parties, Community vessels shall comply with such amendments within one month of their notification.

2. Mauritania undertakes to authorise Community vessels to engage in fishing activities in its fishing zones in accordance with this Agreement, including the Protocol and Annexes thereto.

3. Mauritania shall ensure the effective implementation of the fisheries monitoring provisions in the Protocol. Community vessels shall cooperate with the Mauritanian 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 Mauritania has jurisdiction, in accordance with the United Nations Convention on the Law of the Sea.

*Article 6***Conditions governing fishing activities**

1. Community vessels may fish in the Mauritanian fishing zones only if they are in possession of a fishing licence issued under this Agreement. The exercise of fishing activities by Community vessels shall be subject to the holding of a licence issued by the competent Mauritanian authorities at the request of the competent Community authorities. The procedures for the issue of licences and for the payment of fees and contributions to scientific observers' expenses, and any other conditions to which fishing activities by Community vessels in Mauritanian fishing zones may be subject, are set out in the Annexes hereto.

2. For fishing categories not covered by the Protocol in force, and for exploratory fishing, licences may be granted to Community vessels by the Ministry. However, the granting of these licences remains dependent on a favourable opinion from the two Parties.

3. The Protocol to this Agreement sets out the fishing opportunities granted by Mauritania to Community vessels in Mauritanian fishing zones and the financial contribution referred to in Article 7 of this Agreement.

4. The Parties shall ensure the proper implementation of these procedures and conditions by appropriate administrative cooperation between their competent authorities.

*Article 7***Financial contribution**

1. The Community shall grant Mauritania a financial contribution in accordance with the terms and conditions laid down in the Protocol and Annexes. This contribution shall comprise two elements, namely:

(a) a financial contribution due for access by Community vessels to Mauritanian fishing zones, without prejudice to the fees due by Community vessels to obtain licences;

(b) Community financial support for implementing a national fisheries policy based on responsible fishing and on the sustainable exploitation of fisheries resources in Mauritanian waters.

2. The financial support referred to in paragraph 1(b) above shall be determined by mutual agreement in accordance with the Protocol in the light of objectives identified by the two Parties to be achieved in the context of the sectoral fisheries policy in Mauritania.

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) exceptional 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) termination of this Agreement under Article 14;
- (e) suspension of the application of this Agreement under Article 15 or the Protocol.

#### Article 8

##### Promoting cooperation among economic operators

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 co-ordinating the different measures that might be taken to this end.
2. The Parties shall encourage exchanges of information on fishing techniques and gear, preservation methods and the 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 promotion of investments in their mutual interest, in compliance with Mauritanian and Community law.

#### Article 9

##### Administrative cooperation

The Parties, desirous of ensuring the effectiveness of the measures for the development and conservation of fishery resources, shall:

- develop administrative cooperation with a view to ensuring that their vessels comply with the provisions of this Agreement and with Mauritanian sea fisheries rules, each on its own behalf,
- cooperate to prevent and combat illegal fishing, in particular through the exchange of information and close administrative cooperation.

#### Article 10

##### Joint Committee

1. A Joint Committee set up between the two Parties shall be responsible for monitoring the implementation of this Agreement. The Joint Committee shall also perform the following functions:

- (a) monitoring the performance, interpretation and smooth operation of the application of the Agreement, and the settlement of disputes;
- (b) monitoring and evaluating the implementation of the contribution of the Fisheries Partnership Agreement to the implementation of Mauritania's sectoral fisheries policy;
- (c) providing the necessary liaison for matters of mutual interest relating to fisheries;
- (d) acting as a forum for the amicable settlement of any disputes regarding the interpretation or application of the Agreement;
- (e) reassessing, where necessary, the level of fishing opportunities and, consequently, of the financial contribution;
- (f) any other function that the Parties decide by mutual agreement to confer on it, including with regard to combating illegal fishing and administrative cooperation;
- (g) fixing the practical arrangements for the administrative cooperation provided for in Article 9 of this Agreement;
- (h) monitoring and evaluating the cooperation between economic operators as referred to in Article 8 of this Agreement and proposing, where necessary, ways of promoting it.

2. The Joint Committee shall meet at least once a year, alternately in Mauritania 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 11*

##### **Area of application**

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 Mauritania and the waters under Mauritanian jurisdiction.

#### *Article 12*

##### **Duration**

This Agreement shall apply for six years from the date of its entry into force; it shall be renewable for six-year periods unless notice of termination is given in accordance with Article 14.

#### *Article 13*

##### **Settlement of disputes**

The Parties shall consult each other on any dispute concerning the interpretation or application of this Agreement.

#### *Article 14*

##### **Termination**

1. This Agreement may be terminated by either Party in particular 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. If the Agreement is terminated for the reasons referred to in paragraph 1 of this Article, 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. If the Agreement is terminated for any reason other than those referred to in

paragraph 1 of this Article, the notification period shall be nine months.

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 15*

##### **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, without prejudice to Article 7(4) of the Protocol.

#### *Article 16*

##### **Protocol and Annexes**

The Protocol, the Annexes and the Appendices thereto shall form an integral part of this Agreement.

#### *Article 17*

##### **Final provisions — Language and entry into force**

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

## PROTOCOL

### setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Islamic Republic of Mauritania

#### Article 1

##### Period of application and fishing opportunities

1. For a period of two years from 1 August 2006, the fishing opportunities granted under Articles 5 and 6 of the Agreement shall be as laid down in the table attached to this Protocol. These opportunities form part of the overall fishing effort shown in Annex III laid down by the Mauritanian authorities on the basis of available scientific advice and regularly updated.

2. Paragraph 1 shall apply subject to Articles 4 and 5 of this Protocol.

3. Under Article 6 of the Agreement, vessels flying the flag of a Member State of the European Community may fish in Mauritanian fishing zones only if they are in possession of a fishing licence issued under this Protocol in accordance with the Annexes hereto.

#### Article 2

##### Financial contribution — Methods of payment

1. The financial contribution referred to in Article 7 of the Agreement shall be fixed at EUR 86 million per year<sup>(1)</sup>, of which EUR 11 million per year shall be allocated by Mauritania to financial support for the implementation of the national fisheries policy, as provided for in Article 7(1)(b) of the Agreement, including EUR 1 million per year financial support for the Banc d'Arguin National Park (PNBA), for the period referred to in Article 1 of this Protocol.

2. Paragraph 1 shall apply subject to Articles 4, 5, 6, 7, 9, 10 and 13 of this Protocol.

3. The Community shall pay the financial contribution no later than 31 December 2006 in the first year and no later than 1 August in the following years.

4. The financial contribution shall be paid into a single account held by the Islamic Republic of Mauritania's Public Treasury with the Central Bank of Mauritania, the references of which shall be communicated by the Ministry.

<sup>(1)</sup> Plus the sum of the contributions to be paid by shipowners as provided for in Chapter III of Annex I, paid directly to Mauritania into the account provided for in Chapter IV of Annex I, which is estimated at EUR 22 million per year.

5. Subject to Article 6 of this Protocol, the allocation of this contribution and of the support for the PNBA shall be decided within the framework of the Mauritanian finance act and the Mauritanian State shall have full discretion regarding the use to which it is put.

#### Article 3

##### Scientific cooperation

1. The two Parties undertake to promote responsible fishing in Mauritanian fishing zones on the basis of the principles of sustainable management.

2. During the period covered by this Protocol, the two Parties shall cooperate to develop certain issues relating to the state of resources in Mauritanian fishing zones; to this end a Joint Scientific Committee shall meet at least once a year, in accordance with Article 4(1) of the Agreement. At the request of one of the Parties and where needed within the framework of this Agreement, other meetings of this Scientific Committee may also be convened.

3. Based on the conclusions of the work of the Joint Scientific Committee and the best available scientific advice, the two Parties shall consult each other within the Joint Committee provided for in Article 10 of the Agreement and, where necessary and by mutual agreement, adopt measures to ensure the sustainable management of fisheries resources.

4. The remit of the Joint Scientific Committee shall cover in particular the following activities:

(a) drawing up an annual scientific report on the fisheries covered by this Agreement;

(b) identifying and implementing an annual programme dealing with specific scientific issues in order to improve understanding of the state of resources and changes to ecosystems;

(c) studying, under a procedure agreed by consensus within the Committee, scientific questions which arise in the course of implementing this Agreement;

(d) carrying out, among other things, and as required, exploratory fishing trips to determine the fishing opportunities and exploitation options which guarantee the conservation of resources and their ecosystem.

#### Article 4

##### Review of fishing opportunities

1. The fishing opportunities referred to in Article 1 of this Protocol may be increased by mutual agreement provided that the conclusions of the Joint Scientific Committee referred to in Article 4(1) of the Agreement confirm that such an increase will not endanger the sustainable management of Mauritania's resources. In this case the financial contribution referred to in Article 2(1) of this Protocol shall be increased proportionately and pro rata temporis. However, the total amount of the financial contribution paid by the European Community shall not be more than twice the amount indicated in Article 2(1) of this Protocol and shall remain proportionate to the increase in fishing opportunities.

2. Conversely, if the Parties agree to adopt measures as referred to in Article 3(3) of this Protocol resulting in a reduction in the fishing opportunities provided for in Article 1 of this Protocol, the financial contribution shall be reduced proportionately and pro rata temporis. Without prejudice to Article 6 of this Protocol, this financial contribution could be suspended by the Community if it is not possible to use the fishing opportunities provided for in this Protocol.

3. The allocation of the fishing opportunities among different categories of vessels may also be reviewed by mutual agreement between the Parties, provided that any changes comply with recommendations made by the Joint Scientific Committee regarding the management of stocks liable to be affected by such redistribution. The Parties shall agree on the corresponding adjustment of the financial contribution where the redistribution of fishing opportunities so warrants.

4. The adjustments of fishing opportunities provided for in paragraphs 1, 2 and 3 shall be decided by mutual agreement between the two Parties in the Joint Committee provided for in Article 10 of the Agreement.

#### Article 5

##### Exploratory fishing

1. The Parties may carry out exploratory fishing trips in Mauritanian fishing zones, subject to an opinion by the Joint Scientific Committee provided for in Article 4 of the Agreement. To this end, they shall hold consultations

whenever one of the Parties so requests and determine, on a case-by-case basis, relevant new resources, conditions and other parameters.

2. Authorisations to carry out exploratory fishing shall be granted for test purposes for a period of no more than six months and in accordance with Article 6(2) of the Agreement. They shall be subject to the payment of a fee.

3. Where the Parties conclude that the exploratory fishing trips have produced positive results, while preserving ecosystems and conserving living marine resources, new fishing opportunities may be awarded to Community vessels following the consultation procedure provided for in Article 4 of this Protocol and until the expiry of the Protocol and in accordance with the allowable effort. The financial contribution shall be increased in accordance with Article 4.

4. Exploratory fishing shall be carried out in close collaboration with the Mauritanian Institute of Oceanographic Research and Fisheries (IMROP). IMROP shall decide the composition of the team of researchers and observers to be taken on board. Their expenses shall be borne by the shipowners. The data produced by exploratory fishing shall be the subject of a report by IMROP which shall be communicated to the Ministry.

5. Catches made during exploratory fishing shall be the property of the shipowner. Catches of species of a non-regulatory size and species which may not be fished, kept on-board or sold under Mauritanian law shall be prohibited.

6. Unless otherwise provided by mutual agreement between the two Parties, vessels operating under exploratory fishing arrangements shall land all their catches in Mauritania.

#### Article 6

##### Contribution of the Fisheries Partnership Agreement to the implementation of Mauritania's sectoral fisheries policy

1. The financial support referred to in Article 7(1)(b) of the Agreement amounts to EUR 11 million per year in accordance with Article 2(1) of this Protocol. This financial support shall contribute to the development and implementation of the Stratégie Nationale de Développement durable du secteur des Pêches et de l'Economie Maritime de Mauritanie (national strategy for the sustainable development of Mauritania's fisheries sector and marine economy) with a view to introducing responsible fishing in its waters, and in particular to the areas of activity listed in paragraph 3 below and detailed in Annex IV and to the PNBA.

2. Mauritania shall be responsible for managing the amount corresponding to the financial support referred to in paragraph 1 above, in the light of objectives identified by mutual agreement between the two Parties and of the programming to attain them.

3. Notwithstanding the objectives identified by the two Parties and in accordance with the priorities of the *Stratégie Nationale de Développement durable du secteur des Pêches et de l'Economie Maritime de Mauritanie* and with a view to ensuring sustainable and responsible management of the sector, the two Parties agree to focus on the following areas of assistance:

(a) improving governance in the field of fisheries:

- support for the controlled development of small-scale and coastal fisheries, in particular by setting up, monitoring and evaluating fisheries development plans,
- programmes to promote a better understanding of fishery resources,
- support for fishing effort management,
- setting up specially adapted laboratories within the IMROP, modernising their equipment and developing systems for computerising and analysing statistics;

(b) accelerating the integration of the fisheries sector into Mauritania's national economy:

- developing infrastructure, in particular port infrastructure, by means of investment programmes such as the refurbishment of the port of Nouadhibou and Nouakchott fish market for unloading catches from small-scale fishing,
- financial support for the restructuring of the Mauritanian industrial fleet,
- setting up a programme of modernisation of the small-scale fishing fleet to help it meet health and safety standards, including initiatives such as the replacement, in the long term, of wooden canoes with canoes made of more suitable materials which include means of conserving the catch,
- setting up programmes of support and investment with a view to improving fisheries surveillance, such as the

creation of mooring pontoons in ports for use by the surveillance authority and IMROP only, and setting up a training programme adapted to monitoring techniques and technologies, in particular VMS,

- implementing programmes and initiatives to promote fisheries products, in particular through measures to improve the health and plant-health conditions of the products landed and processed;

(c) developing capacities in the sector and improving governance:

- setting up a programme of training and support for improving safety at sea and rescue services, in particular for the small-scale fleet,
- setting up support programmes for the technical services of Mauritania's Ministry of Fisheries and the Marine Economy involved in managing the sector,
- setting up an action plan to improve the effectiveness of the services involved in managing the sector,
- setting up and developing the system for managing licences and monitoring vessels.

#### Article 7

#### Methods of implementing the support for Mauritania's sectoral fisheries policy

1. Without prejudice to Article 6(3) of this Protocol, the European Community and the Ministry shall agree, within the Joint Committee provided for in Article 10 of the Agreement, in accordance with the guidelines laid down in Annex IV and from the entry into force of the Protocol, on:

- (a) the annual and multiannual guidelines steering the implementation of the priorities of Mauritanian fisheries policy aiming to introduce responsible fishing, and in particular those referred to in Article 6(3) of this Protocol;
- (b) the annual and multiannual objectives to be achieved and the criteria and indicators to be used to permit an evaluation of the results obtained, on an annual basis.

2. Any amendment of these guidelines, objectives, criteria and evaluation indicators shall be approved by the two Parties within the Joint Committee.



3. For the first year of application of this Protocol, the allocation by Mauritania of the financial support referred to in Article 6(1) of this Protocol shall be notified to the European Community at the time when the guidelines, objectives, criteria and evaluation indicators are approved within the Joint Committee. For each of the following years, the Ministry shall notify the European Community of this allocation no later than 30 September of the previous year.

4. No later than three months after the anniversary date of the entry into application of this Protocol, the Ministry shall transmit to the Delegation an annual report on the implementation of the results achieved and any difficulties encountered.

The Commission reserves the right to request additional information on these results from the Mauritanian authorities so as to launch consultations with the Mauritanian authorities within the Joint Committee provided for in Article 10 of the Agreement, in order to adopt corrective measures which allow the given objectives to be achieved.

#### Article 8

##### **Economic integration of Community operators in the Mauritanian fisheries sector**

1. The two Parties shall undertake to promote the economic integration of Community operators into the fisheries sector in Mauritania as a whole.

2. In order to develop the fresh products sector, by way of an incentive Mauritania shall grant Community operators landing fish in Mauritanian ports (in particular for the purposes of sales to local industries, adding value to these products in Mauritania or transporting catches made in Mauritanian fishing zones by land) a reduction in the amount of fees, in accordance with Annex I to this Protocol and with the relevant Mauritanian law.

3. The two Parties shall also decide to set up a task force to identify obstacles to direct Community investment in the fisheries sector in Mauritania, and the opportunities for such direct investment or possibilities of supporting such investment, and the measures easing the conditions governing it.

#### Article 9

##### **Disputes — suspension of application of the Protocol**

1. Any dispute between the Parties over the interpretation of this Protocol and its Annexes or its application shall be the subject of consultations between the Parties within the Joint Committee provided for in Article 10 of the Agreement, in a special meeting if necessary.

2. Application of the Protocol may be suspended at the initiative of one of the Parties if the dispute between the two Parties is deemed to be serious and if the consultations held within the Joint Committee under paragraph 1 have not resulted in an amicable settlement.

3. Suspension of application of the Protocol 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.

4. By way of derogation from the suspension procedure provided for in paragraphs 1, 2 and 3, the Community reserves the right to suspend application of the Protocol immediately in the event of failure by Mauritania to comply with commitments made with regard to implementation of its sectoral fisheries policy. Such suspension shall immediately be notified to the Mauritanian authorities.

5. In the event of suspension, the Parties shall continue to consult with a view to finding an amicable settlement to their dispute. Once such settlement is reached, application of the Protocol shall resume and the amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which application of the Protocol was suspended.

#### Article 10

##### **Suspension of application of the Protocol on grounds of non-payment**

Subject to Article 4, if the European Community fails to make the payments provided for in Article 2, application of this Protocol may be suspended on the following terms:

(a) The Ministry shall notify the European Commission of the non-payment. The Commission shall carry out the necessary checks and, where necessary, transmit the payment within no more than 30 working days of the date of receipt of the notification.

(b) If no payment is made and non-payment is not adequately justified within the period provided for in paragraph (a), the competent Mauritanian authorities shall be entitled to suspend application of this Protocol. They shall inform the European Commission of such action forthwith.

(c) Application of the Protocol shall resume as soon as the payments concerned have been made.

*Article 11***National law**

Notwithstanding the provisions of the Agreement, the activities of vessels operating under this Protocol and its Annexes, in particular landing, transshipment, the use of port services and the purchase of supplies, or any other activity shall be governed by the national laws and regulations in force in Mauritania.

*Article 12***Duration**

This Protocol and its Annexes shall apply for a period of two years from 1 August 2006. They may be renewed twice, each time for a period of two years, on the basis of tacit agreement between the Parties, unless notice of termination is given in accordance with Article 13.

*Article 13***Termination**

1. In the event of termination of the Protocol, the Party concerned shall notify the other Party of its intention to withdraw from the Protocol in writing at least six months before the date of expiry of the initial period or each additional period.

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

*Article 14***Entry into force**

This Protocol with its Annexes shall enter into force on the date of the entry into force of the Agreement.

Table of fishing opportunities

	Type of fishing																					
	Crustaceans			Demersal fishing				Cephalopods	Pelagic fishing													
Maximum GT per licence period	Category 1 Crustaceans other than crawfish and crab	Category 10 Crab	Category 6 Crawfish	Category 2 Black hake trawlers and longliners	Category 3 Demersal species other than black hake with gear other than trawls	Category 4 Demersal trawlers targeting species other than black hake	Category 5 Cephalopods	Category 7 Tuna seiners	Category 8 Pole-and-line vessels and longliners	Category 9 Pelagic freezer trawlers <sup>(1)</sup>	Category 11 Non-freezer pelagic vessels <sup>(1)</sup>	9 440 GT	300 GT	300 GT	3 600 GT	2 324 GT	750 GT	18 600 GT 43 vessels	36 vessels	31 vessels	22 licences	15 000 GT per month, averaged over the year

<sup>(1)</sup> Unused category 11 fishing opportunities (non-freezer pelagic vessels) may be used by category 9 (pelagic freezer trawlers) at a rate of a maximum 25 licences per month.

**FISHING CATEGORY 1: FISHING VESSELS SPECIALISING IN CRUSTACEANS OTHER THAN CRAWFISH AND CRAB****1. Fishing zone**

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(i) North of latitude 19° 21' 00" N, outside the zone marked by the following points:

20° 46' 30" N	17° 03' 00" W
20° 40' 00" N	17° 07' 50" W
20° 05' 00" N	17° 07' 50" W
19° 35' 50" N	16° 47' 00" W
19° 28' 00" N	16° 45' 00" W
19° 21' 00" N	16° 45' 00" W

(ii) South of latitude 19° 21' 00" N, west of the six-mile line from the low-water mark.

Once the development plan for shrimp is adopted, this zoning may be revised by mutual agreement between the Parties.

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**2. Authorised gear**

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Bottom shrimp trawl and other selective types of gear.

The two Parties are to carry out technical trials with a view to drafting rules on selectivity, in particular: (i) selectivity grids for trawls, (ii) selective gear other than trawls. Selective gear are to be put into operation by 31 December 2009, following scientific, technical and economic evaluation of the results of these trials.

Doubling of the cod-end is prohibited.

Doubling of the twine forming the cod-end is prohibited.

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**3. Minimum authorised mesh**

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50 mm

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**4. Biological recovery**

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Two months: September and October.

The two Parties may decide by mutual agreement within the Joint Committee to adjust, increase or reduce the above biological recovery period, and to lay down closed periods in certain zones to protect nursery areas and areas with a high concentration of juvenile fish.

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**5. By-catches**

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In accordance with Mauritanian legislation.

Where Mauritanian legislation does not contain any rules on by-catches of certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

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### 6. Authorised tonnage/fees

	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12
Authorised tonnage (GT) per licence period	9 440 GT	9 440 GT	9 440 GT	9 440 GT	9 440 GT	9 440 GT
Fees in EUR per GT per year	268	280	291	303	315	315

### 7. Comments

The fees are fixed for the two-year period of application of the Protocol, and for the two periods of tacit renewal laid down in Article 12 of the Protocol, giving a total of six years.

Landings and transshipments encouraged under the terms of the Protocol and of Annex I.

## FISHING CATEGORY 2: BLACK HAKE TRAWLERS (1) AND BOTTOM LONGLINERS

### 1. Fishing zone

1.1. (i) North of latitude 19° 15' 60" N, west of the line joining the following points:

20° 46' 30" N	17° 03' 00" W
20° 36' 00" N	17° 11' 00" W
20° 36' 00" N	17° 36' 00" W
20° 03' 00" N	17° 36' 00" W
19° 45' 70" N	17° 03' 00" W
19° 29' 00" N	16° 51' 50" W
19° 15' 60" N	16° 51' 50" W
19° 15' 60" N	16° 49' 60" W

(ii) South of latitude 19° 15' 60" N as far as latitude 17° 50' 00" N, west of the 18-mile line from the low-water mark.

(iii) South of latitude 17° 50' 00" N, west of the 12-mile line from the low-water mark.

1.2. The zoning during the closed periods for cephalopod fisheries is as follows:

(i) Between Cap Blanc and Cap Timiris, the exclusion zone is defined by the following points:

20° 46' 00" N	17° 03' 00" W
20° 46' 00" N	17° 47' 00" W
20° 03' 00" N	17° 47' 00" W
19° 47' 00" N	17° 14' 00" W
19° 21' 00" N	16° 55' 00" W
19° 15' 60" N	16° 51' 50" W
19° 15' 60" N	16° 49' 60" W

(ii) South of Cap Timiris (south of latitude 19° 15' 60" N) and up to Nouakchott (17° 50' 00" N), the exclusion zone is the 18 mile line from the low-water mark.

(iii) South of Nouakchott (south of latitude 17° 15' 00" N), the exclusion zone is the 12-mile line from the low-water mark.

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## 2. Authorised gear

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— Bottom longline;

— bottom trawl for hake.

Doubling of the cod-end is prohibited.

Doubling of the twine forming the cod-end is prohibited.

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## 3. Minimum authorised mesh

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70 mm for the trawl net.

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## 4. Biological recovery

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The two Parties shall agree within the Joint Committee and on the basis of the best available scientific advice approved by the Joint Scientific Committee on the most appropriate biological recovery period.

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## 5. By-catches

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In accordance with Mauritanian legislation.

Where Mauritanian legislation does not contain any rules on by-catches of certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

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## 6. Authorised tonnage/fees

	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12
Authorised tonnage (GT) per licence period	3 600 GT	3 600 GT	3 600 GT	3 600 GT	3 600 GT	3 600 GT
Fees in EUR per GT per year	135	142	148	153	159	159

## 7. Comments

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The fees are fixed for the two-year period of application of the Protocol, and for the two periods of tacit renewal laid down in Article 12 of the Protocol, giving a total of six years.

This category does not include freezer trawlers.

Landings and transhipments encouraged under the terms of the Protocol and of Annex I.

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**FISHING CATEGORY 3: VESSELS FISHING FOR DEMERSAL SPECIES OTHER THAN BLACK HAKE WITH GEAR OTHER THAN TRAWLS**

**1. Fishing zone**

- 1.1. (i) North of latitude 19° 48' 50" N, from three nautical miles from the Cap Blanc-Cap Timiris baseline;
- (ii) South of latitude 19° 48' 50" N as far as latitude 19° 21' 00" N, west of longitude 16° 45' 00" W;
- (iii) South of latitude 19° 21' 00" N, from three nautical miles from the low-water mark.

1.2. The zoning during the closed periods for cephalopod fisheries is as follows:

- (i) Between Cap Blanc and Cap Timiris:

20° 46' 00" N	17° 03' 00" W
20° 46' 00" N	17° 47' 00" W
20° 03' 00" N	17° 47' 00" W
19° 47' 00" N	17° 14' 00" W
19° 21' 00" N	16° 55' 00" W
19° 15' 60" N	16° 51' 50" W
19° 15' 60" N	16° 49' 60" W

- (ii) South of Cap Timiris (south of latitude 19° 15' 60" N) and up to Nouakchott (17° 50' 00" N), the exclusion zone is the three-mile line from the low-water mark.
- (iii) South of Nouakchott (south of latitude 17° 15' 00" N), the exclusion zone is the three-mile line from the low-water mark.

**2. Authorised gear**

- Longline;
- fixed gillnets with a maximum depth of 7 m and a maximum length of 100 m. Gillnets made of polyamide monofilaments are banned under Mauritanian legislation;
- handline;
- creels;
- seine for fishing for live bait.

**3. Minimum authorised mesh**

- 120 mm for the gillnet.
- 16 mm for live bait fishing; 20 mm from 1 August 2007.

**4. By-catches**

In accordance with Mauritanian legislation.

Where Mauritanian legislation does not contain any rules on by-catches of certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

### 5. Authorised tonnage

	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12
Authorised tonnage (GT) per licence period	2 324 GT	2 324 GT	2 324 GT	2 324 GT	2 324 GT	2 324 GT
Fees in EUR per GT per year	233	244	254	264	274	274

### 6. Comments

The fees are fixed for the two-year period of application of the Protocol, and for the two periods of tacit renewal laid down in Article 12 of the Protocol, giving a total of six years.

The type of fishing gear to be used should be notified when applying for the licence.

Seines may be used only to fish for bait for use in line and creel fishing.

Use of creels is authorised for no more than seven vessels of under 135 GT each.

Landings and transshipments encouraged under the terms of the Protocol and of Annex I.

The two Parties shall agree within the Joint Committee and on the basis of the best available scientific advice approved by the Joint Scientific Committee on the most appropriate biological recovery period.

## FISHING CATEGORY 4: PELAGIC FREEZER TRAWLERS FISHING FOR DEMERSAL SPECIES

### 1. Fishing zone

1.1. (i) North of latitude 19° 15' 60" N, west of the line joining the following points:

20° 46' 30" N	17° 03' 00" W
20° 36' 00" N	17° 11' 00" W
20° 36' 00" N	17° 36' 00" W
20° 03' 00" N	17° 36' 00" W
19° 45' 70" N	17° 03' 00" W
19° 29' 00" N	16° 51' 50" W
19° 15' 60" N	16° 51' 50" W
19° 15' 60" N	16° 49' 60" W

(ii) South of latitude 19° 15' 60" N as far as latitude 17° 50' 00" N, west of the 18-mile line from the low-water mark.

(iii) South of latitude 17° 50' 00" N, west of the 12-mile line from the low-water mark.

### 2. Authorised gear

Trawl net.

Doubling of the cod-end is prohibited.

Doubling of the twine forming the cod-end is prohibited.



### 3. Minimum authorised mesh

70 mm

### 4. Biological recovery

Two months: September and October.

The two Parties may decide by mutual agreement within the Joint Committee to adjust, increase or reduce the above biological recovery period, and to lay down closed periods in certain zones to protect nursery areas and areas with a high concentration of juvenile fish.

### 5. By-catches

In accordance with Mauritanian legislation.

Where Mauritanian legislation does not contain any rules on by-catches of certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

### 6. Authorised tonnage/fees

	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12
Authorised tonnage (GT) per licence period	750 GT	750 GT	750 GT	750 GT	750 GT	750 GT
Fees in EUR per GT per year	144	150	156	163	169	169

### 7. Comments

The fees are fixed for the two-year period of application of the Protocol, and for the two periods of tacit renewal laid down in Article 12 of the Protocol, giving a total of six years.

Landings and transshipments encouraged under the terms of the Protocol and of Annex I.

## FISHING CATEGORY 5: CEPHALOPODS

### 1. Fishing zone

North of latitude 19° 15' 60" N, outside the zone marked by the following points:

20° 46' 30" N	17° 03' 00" W
20° 40' 00" N	17° 07' 50" W
19° 57' 00" N	17° 07' 50" W
19° 28' 20" N	16° 48' 00" W
19° 18' 50" N	16° 48' 00" W
19° 18' 50" N	16° 40' 50" W
19° 15' 60" N	16° 38' 00" W

South of latitude 19° 15' 60" N as far as latitude 17° 50' 00" N, west of the nine-mile line from the low-water mark.

South of latitude 17° 50' 00" N, west of the six-mile line from the low-water mark.

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## 2. Authorised gear

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Demersal trawling

Doubling of the cod-end is prohibited.

Doubling of the twine forming the cod-end is prohibited.

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## 3. Minimum authorised mesh

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70 mm

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## 4. Biological recovery

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Two months: September and October.

The two Parties may decide by mutual agreement within the Joint Committee, on the basis of the best available scientific advice, to adjust, increase or reduce the above biological recovery period, and to lay down closed periods in certain zones to protect nursery areas and areas with a high concentration of juvenile fish.

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## 5. By-catches

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In accordance with Mauritanian legislation.

Where Mauritanian legislation does not contain any rules on by-catches of certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

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## 6. Authorised tonnage/fees

	2006/07	2007/08	2008/09	2009/10	2010/11	2011/2012
Authorised tonnage (GT) per licence period	18 600 GT	18 600 GT	18 600 GT	18 600 GT	18 600 GT	18 600 GT
Fees in EUR per GT per year	321	335	349	363	377	377

## 7. Comments

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The fees are fixed for the two-year period of application of the Protocol, and for the two periods of tacit renewal laid down in Article 12 of the Protocol, giving a total of six years.

The authorised tonnage (GT) may vary by a maximum of 2 %.

Landings and transshipments encouraged under the terms of the Protocol and of Annex I.

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**FISHING CATEGORY 6: CRAWFISH****1. Fishing zone**

1.1. North of latitude 19° 21' 00" N, 20 nautical miles from the Cap Blanc-Cap Timiris baseline.

1.2. South of latitude 19° 21' 00" N, 15 nautical miles from the low-water mark.

**2. Authorised gear**

Pot.

**3. Minimum authorised mesh**

Netting: 50 mm mesh; from 1 August 2007, 60 mm.

**4. Biological recovery**

Two months: September and October.

The two Parties may decide by mutual agreement within the Joint Committee to adjust, increase or reduce the above biological recovery period.

**5. By-catches**

In accordance with Mauritanian legislation.

Where Mauritanian legislation does not contain any rules on by-catches of certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

**6. Authorised tonnage/fees**

	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12
Authorised tonnage (GT) per licence period	300 GT	300 GT	300 GT	300 GT	300 GT	300 GT
Fees in EUR per GT per year	260	271	283	294	305	305

**7. Comments**

The fees are fixed for the two-year period of application of the Protocol, and for the two periods of tacit renewal laid down in Article 12 of the Protocol, giving a total of six years.

Landings and transshipments encouraged under the terms of the Protocol and of Annex I.

**FISHING CATEGORY 7: FREEZER TUNA SEINERS****1. Fishing zone**

1.1. North of 19° 21' 00" N, 30 nautical miles from the Cap Blanc-Cap Timiris baseline.

1.2. South of 19° 21' 00" N, 30 nautical miles from the low-water mark.

**2. Authorised gear**

Seine net.

**3. Minimum authorised mesh**

Recommended ICCAT standard.

**4. By-catches**

In accordance with Mauritanian legislation.

Where Mauritanian legislation does not contain any rules on by-catches of certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

**5. Authorised tonnage/fees**

Fee per tonne caught	EUR 35				
Number of vessels authorised to fish	36				
Advance in EUR per vessel per year	EUR 1 750				

**6. Comments**

The fees are fixed for the two-year period of application of the Protocol, and for the two periods of tacit renewal laid down in Article 12 of the Protocol, giving a total of six years.

Landings and transhipments encouraged under the terms of the Protocol and of Annex I.

**FISHING CATEGORY 8: POLE-AND-LINE TUNA VESSELS AND SURFACE LONGLINERS****1. Fishing zone**

For surface longliners, the zoning is the same as for tuna seiners in category 7.

For pole-and-line tuna vessels, the following zoning applies:

1.1. North of 19° 21' 00" N, 15 nautical miles from the Cap Blanc-Cap Timiris baseline;

1.2. South of latitude 19° 21' 00" N, 12 nautical miles from the low-water mark.

Fishing zone authorised for live-bait fishing:

- North of latitude 19° 48' 50" N, from three nautical miles from the Cap Blanc-Cap Timiris baseline;
- South of latitude 19° 48' 50" N as far as latitude 19° 21' 00" N, west of longitude 16° 45' 00" W;
- South of latitude 19° 21' 00" N, from three nautical miles from the low-water mark.

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## 2. Authorised gear

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Pole-and-line and surface longlines.

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## 3. By-catches

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In accordance with Mauritanian legislation.

Where Mauritanian legislation does not contain any rules on by-catches of certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

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## 4. Authorised tonnage/fees

Number of vessels authorised to fish	31					
Pole-and-line vessels — fee per tonne caught	EUR 25					
Bottom longliners — fee per tonne caught	EUR 35					
Advance in EUR per vessel per year	EUR 2 500 for pole-and-line vessels EUR 3 500 for bottom longliners					

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## 5. Comments

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The fees are fixed for the two-year period of application of the Protocol, and for the two periods of tacit renewal laid down in Article 12 of the Protocol, giving a total of six years.

1. Minimum authorised mesh size for live-bait fishing: 16 mm. Fishing for live bait will be limited to a number of days per month laid down by the Joint Committee. The start and end of such fishing must be notified to the surveillance authority.
  2. In accordance with the relevant ICCAT and FAO recommendations, fishing for the basking shark (*Cetorhinus maximus*), white shark (*Carcharodon carcharias*), sand tiger shark (*Carcharias taurus*) and tope shark (*Galeorhinus galeus*) is prohibited.
  3. In accordance with ICCAT recommendations 04-10 and 05-05 concerning the conservation of sharks caught in association with fisheries managed by ICCAT.
  4. Landings and transshipments encouraged under the terms of the Protocol and of Annex I.
  5. The two Parties shall agree on the practical arrangements to allow this category to fish or collect the live bait needed for fishing by these vessels. Should such fishing be carried out in sensitive areas or with non-conventional gear, these arrangements shall be laid down on the basis of IMROP recommendations and in agreement with the surveillance authority.
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**FISHING CATEGORY 9: PELAGIC FREEZER TRAWLERS****1. Fishing zone**

(i) North of latitude 19° 21' 00" N, outside the zone marked by the following points:

20° 46' 30" N	17° 03' 00" W
20° 36' 00" N	17° 11' 00" W
20° 36' 00" N	17° 24' 10" W
19° 57' 00" N	17° 24' 10" W
19° 45' 70" N	17° 03' 00" W
19° 29' 00" N	16° 51' 50" W
19° 21' 00" N	16° 45' 00" W

(ii) South of latitude 19° 21' 00" N as far as 17° 50' 00" N, from 13 nautical miles from the low-water mark.

(iii) South of latitude 17° 50' 00" N as far as 16° 04' 00" N, from 12 nautical miles from the low-water mark.

**2. Authorised gear**

Pelagic trawl.

The bag of the pelagic or semi-pelagic trawl may be strengthened with a piece of netting with a minimum mesh size of 400 mm of stretched mesh and by straps placed at least 1,5 m apart, except for the strap at the back of the trawl which may not be placed less than 2 m from the window in the bag. The strengthening or doubling of the bag for any other reason is prohibited and the trawl may in no case target species other than the small pelagic species authorised.

**3. Minimum authorised mesh**

40 mm

**4. By-catches**

In accordance with Mauritanian legislation.

Where Mauritanian legislation does not contain any rules on by-catches of certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

**5. Authorised tonnage/fees**

Number of vessels authorised to fish at the same time 22

Fees in EUR per GT per month	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12
Vessels of below 5 000 GT	8	8,1	8,2	8,3	8,4	8,5
Vessels of 5 000 GT or above but below 7 000 GT	7	7,1	7,2	7,3	7,4	7,5
Vessels of 7 000 GT or above but below 9 500 GT	6	6,1	6,2	6,3	6,4	6,5

The maximum total allowable catch for the freezer trawler fleet under the above licence arrangements is 440 000 tonnes per year. The licences granted to these vessels shall specify the reference tonnage granted to each of them. Any overrun on this reference tonnage shall be subject to a supplementary fee of EUR 15 per tonne.

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## 6. Comments

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Unused category 11 fishing opportunities (non-freezer pelagic vessels) may be used by category 9 (pelagic freezer trawlers) at a rate of a maximum 25 licences per month.

The fees are fixed for the two-year period of application of the Protocol, and for the two periods of tacit renewal laid down in Article 12 of the Protocol, giving a total of six years.

Landings and transshipments encouraged under the terms of the Protocol and of Annex I.

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## FISHING CATEGORY 10: CRAB FISHING

### 1. Fishing zone

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(i) North of latitude 19° 15' 60" N, west of the line joining the following points:

20° 46' 30" N	17° 03' 00" W
20° 36' 00" N	17° 11' 00" W
20° 36' 00" N	17° 36' 00" W
20° 03' 00" N	17° 36' 00" W
19° 45' 70" N	17° 03' 00" W
19° 29' 00" N	16° 51' 50" W
19° 15' 60" N	16° 51' 50" W
19° 15' 60" N	16° 49' 60" W

(ii) South of latitude 19° 15' 60" N as far as latitude 17° 50' 00" N, west of the 18-mile line from the low-water mark.

(iii) South of latitude 17° 50' 00" N, west of the 12-mile line from the low-water mark.

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### 2. Authorised gear

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Crab pot.

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### 3. Minimum authorised mesh

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Netting: 50 mm mesh; from 1 August 2007, 60 mm.

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### 4. Biological recovery

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Two months: September and October.

The two Parties may decide by mutual agreement within the Joint Committee, on the basis of the best available scientific advice, to adjust, increase or reduce the above biological recovery period, and to lay down closed periods in certain zones to protect nursery areas and areas with a high concentration of juvenile fish.

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### 5. By-catches

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In accordance with Mauritanian legislation.

Where Mauritanian legislation does not contain any rules on by-catches of certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

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## 6. Authorised tonnage/fees

	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12
Authorised tonnage (GT) per year	300 GT	300 GT	300 GT	300 GT	300 GT	300 GT
Fees in EUR per GT per year	260	271	283	294	305	305

## 7. Comments

The fees are fixed for the two-year period of application of the Protocol, and for the two periods of tacit renewal laid down in Article 12 of the Protocol, giving a total of six years.

Landings and transhipments encouraged under the terms of the Protocol and of Annex I.

## FISHING CATEGORY 11: NON-FREEZER PELAGIC VESSELS

### 1. Fishing zone

(i) North of latitude 19° 21' 00" N, outside the zone marked by the following points:

20° 46' 30" N	17° 03' 00" W
20° 36' 00" N	17° 11' 00" W
20° 36' 00" N	17° 24' 10" W
19° 57' 00" N	17° 24' 10" W
19° 45' 70" N	17° 03' 00" W
19° 29' 00" N	16° 51' 50" W
19° 21' 00" N	16° 45' 00" W

(ii) South of latitude 19° 21' 00" N as far as 17° 50' 00" N, from 13 nautical miles from the low-water mark.

(iii) South of latitude 17° 50' 00" N as far as 16° 04' 00" N, from 12 nautical miles from the low-water mark.

### 2. Authorised gear

Pelagic trawl and purse seine for industrial fishing.

The bag of the pelagic or semi-pelagic trawl may be strengthened with a piece of netting with a minimum mesh size of 400 mm of stretched mesh and by straps placed at least 1,5 m apart, except for the strap at the back of the trawl which may not be placed less than 2 m from the window in the bag. The strengthening or doubling of the bag for any other reason is prohibited and the trawl may in no case target species other than the small pelagic species authorised.

### 3. Minimum authorised mesh

40 mm for trawlers and 20 mm for seiners.

### 4. By-catches

In accordance with Mauritanian legislation.

Where Mauritanian legislation does not contain any rules on by-catches of certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.



### 5. Authorised tonnage/fees

Authorised tonnage 15 000 GT per month (annual average), equivalent to three monthly licences for pelagic freezer trawler in category 9.

The averaging of monthly figures over a year shall mean that the average use per month at the end of a year of the Protocol corresponds to the above figure, with the possibility of carrying over unused quantities from one month to the following month.

	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12
Fees in EUR per GT per year	7	7	7,2	7,3	7,4	7,5

### 6. Comments

Unused category 11 fishing opportunities (non-freezer pelagic vessels) may be used by category 9 (pelagic freezer trawlers) at a rate of a maximum 25 licences per month.

The fees are fixed for the two-year period of application of the Protocol, and for the two periods of tacit renewal laid down in Article 12 of the Protocol, giving a total of six years.

There is no limit on catches by non-freezer pelagic vessels.

Transitional arrangements for taking seamen on board are laid down in Annex I (point 6 of Chapter XV).

Landings and transshipments encouraged under the terms of the Protocol and of Annex I.

## ANNEX I

**Conditions for the exercise of fishing activities by Community vessels in Mauritania's fishing zones**

## CHAPTER I

**DOCUMENTS REQUIRED FOR LICENCE APPLICATIONS**

1. On each vessel's first licence application, the Commission, via the Delegation, shall submit to the Ministry a licence application form duly completed in respect of each vessel for which a licence is requested in accordance with the model in Appendix 1 to this Annex. The particulars relating to the name of the vessel, its tonnage in GT, external registration number, radio call sign, engine power, overall length and home port shall be as contained in the fishing vessel register of the Community.
2. On a first licence application, the shipowner shall include with the application:
  - a copy certified by the Member State of the international tonnage certificate giving the tonnage of the vessel expressed in GT,
  - a recent colour photograph certified by the competent authorities of the Member State showing a side view of the vessel in its current state. The photograph shall be at least 15 cm by 10 cm.
3. Any alteration to the tonnage of a vessel shall oblige the shipowner concerned to submit a copy certified by the Member State of the new tonnage certificate and any supporting documents concerning the alteration and, in particular, the copy of the application lodged by the shipowner with the competent authorities, the agreement of those authorities and the details of the changes made.

Where the structure or external appearance of the vessel is changed, a new photograph certified by the competent authorities of the Member State must also be submitted.

4. Applications for fishing licences shall be lodged only for those vessels for which the documents required under points 1, 2 and 3 above have been sent.

## CHAPTER II

**LICENCES — APPLICATION, ISSUE AND VALIDITY**

1. *Eligibility to fish*
  - 1.1. Each vessel wishing to fish under this Agreement must be eligible for fishing in Mauritanian fishing zones.
  - 1.2. For a vessel to be eligible, neither the owner, the master nor the vessel itself must be prohibited from fishing in Mauritania. They must be in order vis-à-vis the Mauritanian authorities insofar as they must have fulfilled all prior obligations arising from their fishing activities in Mauritania.
2. *Licence applications*
  - 2.1. For licences for pelagic fishing vessels, the Commission, via the Delegation, shall submit licence applications to the Ministry at least 10 working days before the start of fishing operations accompanied by the documents attesting to the technical characteristics.

For all other types of licence, the Commission, via the Delegation, shall submit to the Ministry quarterly lists of the vessels by fishing category wishing to engage in fishing activities within the limits specified in the Fishing Datasheets included in the Protocol, at least one month before the start of the period of validity of the licences requested. Such lists shall be accompanied by proof of payment. Licence applications failing to arrive within the deadline will not be handled.

- 2.2. These lists shall specify by fishing category, the number of vessels and, for each vessel, its main characteristics, including its fishing gear, referred to in the fishing vessel register of the Community, the amount of payments due broken down by heading and the number of Mauritanian seamen.

- 2.3. A data file containing all the particulars required to draw up the fishing licences, including any amendments to the vessel data, shall also be attached to the licence application in a format compatible with the software used by the Ministry.
- 2.4. Licence applications shall be accepted only in respect of eligible vessels which have completed all the formalities specified in points 2.1, 2.2 and 2.3 above.
- 2.5. Vessels holding fishing licences for neighbouring countries may indicate in their licence applications the country and species concerned and the period of validity of such licences to facilitate their multiple entries into and exits from the fishing zone.
- 2.6. Any personal data transferred under the licence applications — and more generally within the framework of this Agreement — may be used only within the framework of this Agreement.

### 3. *Issue of licences*

- 3.1. The Ministry shall issue the licences to the vessel following submission, by the shipowner's representative, of individual proofs of payment for each vessel (receipt of payment issued by the Mauritanian Public Treasury), as specified in Chapter IV, at least 10 days before the start of their period of validity. That deadline shall be five days in the case of ocean-going vessels. The licences may be obtained from the offices of the Ministry in Nouadhibou or Nouakchott.
- 3.2. Licences shall also indicate the period of validity, the vessel's technical characteristics, the number of Mauritanian seamen and the payment references of the fees, and the conditions relating to fishing activities as laid down in the relevant fishing datasheets.
- 3.3. Fishing licences may be issued only for vessels which have complied with all the administrative formalities required for the issue of licences. Vessels which receive a licence will be entered on the list of vessels authorised to fish which will be sent simultaneously to the surveillance authority and the Commission, via the Delegation.
- 3.4. The Commission shall be notified of licence applications refused by the Mauritanian authorities, via the Delegation. Where appropriate, the Ministry shall provide a credit note against payments relating to these after deduction of the balance of any outstanding unpaid fines.
- 3.5. The two Parties shall seek agreement for the purposes of promoting the introduction of an electronic licence system.

### 4. *Validity and utilisation of licences*

- 4.1. Licences shall be valid only for the period covered by the fees paid under the terms laid down in the Fishing Datasheets and specified in the licence.

Licences shall be issued for periods of three, six or 12 months. They shall be renewable.

For pelagic vessels (categories 9 and 11), licences may be monthly. For pelagic trawlers (category 9 only), licences shall indicate the authorised quota for that vessel (see point 3 of Chapter XV). Any unused quota in the period covered by the licence may be transferred to a new licence for the same vessel or transferred to another vessel in the same category.

The period of validity of licences shall be determined on the basis of the following annual periods:

- first period: from 1 August 2006 to 31 December 2006
- second period: from 1 January 2007 to 31 December 2007
- third period: from 1 January 2008 to 31 December 2008
- fourth period: from 1 January 2009 to 31 December 2009
- fifth period: from 1 January 2010 to 31 December 2010
- sixth period: from 1 January 2011 to 31 December 2011
- seventh period: from 1 January 2012 to 31 July 2012.

Licences may not start running during one annual period and expire during the next.

- 4.2. Licences shall be issued for a given vessel and shall not be transferable. However, in the event of *force majeure* duly established by the competent authorities of the Member State and at the request of the Commission, a licence issued for one vessel shall be replaced as soon as possible by a licence issued for another vessel of the same category on condition that the tonnage authorised for that category is not exceeded.
- 4.3. The licence to be replaced shall be returned by the Commission via the Delegation to the Ministry, which shall then issue the new licence.
- 4.4. Additional adjustments in the amounts paid as a result of replacement of the licence shall be effected before the replacement licence is issued.
- 4.5. Licences must be held on board the eligible vessel at all times and presented to the inspection authorities on the occasion of any inspection.

### CHAPTER III

#### FEES

1. Fees shall be calculated for each vessel on the basis of the annual rates laid down in the Fishing Datasheets included in the Protocol. In the case of three-month and six-month licences, the fees shall be calculated *pro rata temporis*, plus 3 % and 2 % respectively to cover recurrent costs in drawing up the licences. The amounts of such licence fees shall include all related fees and taxes, with the exception of the parafiscal charge <sup>(1)</sup>, port taxes and service charges <sup>(2)</sup>. Until 31 July 2008, a share of 2 % of the amount of the fees corresponding to the costs of observers shall be paid to a specific account as provided for in Chapter IV of this Annex. After this period, and without prejudice to Article 12 of this Protocol, a budgetary allocation for financing the sworn body of independent scientific observers and inspectors shall be entered into the finance act, as provided for in Annex IV, and shall replace this percentage payment.
2. Fees shall be payable in quarterly periods with the exception of the shorter periods stipulated in the Agreement or consequent on its application, in which case they shall be payable *pro rata* for the actual duration of the licence.
3. A quarter shall consist of one of the three-month periods beginning 1 October, 1 January, 1 April or 1 July, except for the first and last period of the Protocol which shall run from 1 August 2006 to 30 September 2006 and from 1 March 2012 to 31 July 2012 respectively.

### CHAPTER IV

#### METHODS OF PAYMENT

1. Payments shall be made in euro as follows:
- (a) fees:
- by transfer to one of the foreign accounts of the Central Bank of Mauritania payable to the Mauritanian Public Treasury;
- (b) fees relating to the cost of scientific observers and the parafiscal charge:
- by transfer to one of the foreign accounts of the Central Bank of Mauritania payable to the surveillance authority;

<sup>(1)</sup> Under the decree establishing the parafiscal charge, the rates of this charge for industrial fishing vessels, payable in local currency, are as follows:

Fishing category: crustaceans, cephalopods and demersal species		Fishing category: (small and large) pelagics	
Tonnage	Amount per quarter (MRO)	Tonnage	Amount per month (MRO)
< 99 GT	50 000	< 2 000 GT	50 000
100-200 GT	100 000	– 3 000 GT	150 000
200-400 GT	200 000	3-5 000 GT	500 000
400-600 GT	400 000	5-7 000 GT	750 000
> 600 GT	600 000	7-9 000 GT	1 000 000
		> 9 000 GT	1 300 000

<sup>(2)</sup> The two Parties shall agree on the amount of the parafiscal charge to apply to tuna seiners.

(c) fines:

- by transfer to one of the foreign accounts of the Central Bank of Mauritania payable to the Mauritanian Public Treasury;

(d) penalties for licence increases:

- by transfer to one of the foreign accounts of the Central Bank of Mauritania payable to the Ministry.

2. The amounts referred to in point 1 above shall be considered as actually received on receipt of confirmation from the Treasury or the Ministry following notification by the Central Bank of Mauritania.
3. Before the entry into force of the Protocol, the Mauritanian Authorities shall supply the Commission with a list of the Central Bank of Mauritania's foreign accounts with the details required for international transfers (BIC and IBAN codes).

#### CHAPTER V

##### COMMUNICATION OF CATCH DATA

1. The duration of a voyage by a Community vessel shall be defined as follows:
  - either the period elapsing between entering and leaving the Mauritanian fishing zone;
  - or the period elapsing between entering the Mauritanian fishing zone and a transshipment;
  - or the period elapsing between entering the Mauritanian fishing zone and a landing in Mauritania.
2. *Fishing log*
  - 2.1. Masters of vessels shall make a daily record of all the operations specified in the fishing log as shown in the model attached as Appendix 2 to this Annex. This document must be completed correctly and legibly and signed by the master of the vessel. For vessels fishing for highly migratory species, Chapter XIV of this Annex shall apply.
  - 2.2. Fishing logs from which entries have been omitted or which contain invalid information shall be deemed not to have been duly kept.
  - 2.3. At the end of each voyage, the original of the fishing log shall be sent by the master of the vessel to the surveillance authority. Within 15 working days, the shipowner shall forward a copy of the log to the national authorities of the Member State and to the Commission, via the Delegation.
  - 2.4. Failure to comply with points 2.1, 2.2 or 2.3 above shall entail, irrespective of the penalties laid down by Mauritanian law, automatic suspension of the fishing licence until the shipowner has met such obligations.
  - 2.5. The two Parties shall seek agreement for the purposes of promoting the introduction of an electronic logbook system.
  - 2.6. For pelagic vessels (categories 9 and 11), checks on catches shall take place on landing and on transshipment or at the end of the trip.
3. *Supplementary fishing log (landing and transshipment declarations)*
  - 3.1. On landing or transshipment, masters of vessels are required to complete correctly and legibly and to sign the supplementary fishing log as shown in the model attached as Appendix 3 to this Annex.
  - 3.2. At the end of each landing operation, the shipowner shall send the original of the supplementary fishing log to the surveillance authority, with a copy to the Ministry, within a period of no more than 30 days. Within the same period, a copy shall be sent to the national authorities of the Member State and to the Commission, via the Delegation.

- 3.3. At the end of each authorised transshipment, the master shall immediately send the original of the supplementary fishing log to the surveillance authority, with a copy to the Ministry. Within 15 working days, a copy shall be sent to the national authorities of the Member State and to the Commission, via the Delegation.
- 3.4. Failure to comply with points 3.1, 3.2 or 3.3 above shall entail automatic suspension of the fishing licence until the shipowner has met such obligations.
4. *Quarterly catch declarations*
  - 4.1. By the end of the third month of each quarter the Commission, via the Delegation, shall notify the Ministry of the quantities caught in the previous quarter by all Community vessels.
  - 4.2. This information shall be broken down by month and by type of fishing, by vessel and by species.
  - 4.3. The information shall also be sent to the Ministry in the form of a data file in a format compatible with the software used by the Ministry.
5. *Reliability of data*

The information in the documents referred to in points 1, 2, 3 and 4 above must reflect the actual fishing situation in order to constitute one of the bases for monitoring changes in marine resources.

#### CHAPTER VI

##### **BY-CATCHES**

1. In accordance with Mauritanian law, the percentage of by-catches laid down in the Fishing Datasheets in the Protocol shall be calculated at any time during fishing according to the total live weight of the catch on board.
2. Where these percentages exceed the authorised by-catches, penalties shall be imposed in accordance with Mauritanian law and may result in the complete banning of the offenders, both masters and vessels, from all fishing activities in Mauritania.
3. The keeping of unauthorised species on board vessels shall be forbidden. Offenders shall be punished in accordance with Mauritanian law.

#### CHAPTER VII

##### **LANDINGS IN MAURITANIA**

In the interests of improving integration with a view to the joint development of their respective fisheries sectors, the Parties have agreed to encourage voluntary landings and to adopt the following provisions in respect of such landings in Mauritanian ports.

##### **General conditions and financial incentives**

1. Landings shall be made at the Mauritanian port of Nouadhibou. Shipowners shall choose the landing dates. They shall inform the Mauritanian port authorities of the chosen date by fax or e-mail 72 hours before their expected arrival at the port, indicating the estimated total quantity to be landed. The port authorities shall confirm by the same means within 24 hours, to the shipowner or agent, that the landing operations can take place within 24 hours of the vessel's arrival in port.
2. Landing operations shall be completed within 24 hours of the vessel's arrival in port.
3. At the end of landing operations, the competent port authorities shall issue a landing certificate to the master.
4. During the vessel's presence in port, its fishermen shall be entitled to free passage with a seaman's licence.
5. Community vessels making landings or transshipments in Mauritania shall have their licence fees reduced for the period during which the landings or transshipments are made. The reduction shall be 25 % of the cost of the current licence for vessels landing catches and 15 % for vessels carrying out transshipments.

6. Detailed implementing rules: copies of the landing certificate(s) for the landing operations carried out by the vessel concerned shall be sent to the Delegation. When submitting a new licence application for that vessel, the Delegation shall send the Ministry the copies of the certificates together with a request for reduction of the fees for the new licence.
7. Before the end of the first six months of application of this Protocol, the Ministry shall send the following information to the Delegation:
  - the general rules on landings, including port charges,
  - the establishments approved under the relevant Community regulations,
  - the bonded warehouses,
  - the maximum size and number of vessels which can have access to them,
  - storage conditions and capacity for fresh, chilled and deep-frozen (- 22 °C) products,
  - means and frequency of transport to bring fresh fishery products to external markets,
  - average supply prices and terms (fuel, provisions, etc.),
  - radio call sign, telephone and fax numbers, telex addresses, working hours of the port authorities' offices,
  - any other information which can facilitate landing operations.

#### **Tax and financial conditions**

Community vessels landing at Nouadhibou shall be exempt from all taxes or charges having an equivalent effect other than port fees and charges which apply on the same terms to Mauritanian vessels.

The fishery products landed shall be under customs control arrangements in accordance with Mauritanian legislation. They shall therefore be exempt from all customs procedures and duties or charges having an equivalent effect when they enter the Mauritanian port or at the time of export, and shall be treated as 'temporarily admitted goods' (temporary storage).

Shipowners shall decide on the destination of their vessels' production. It may be processed, stored under customs control, sold in Mauritania or exported (in foreign currency).

Sales in Mauritania intended for the Mauritanian market shall be subject to the same charges and levies as Mauritanian fishery products.

Profits may be exported without additional charges (exemption from customs duties and charges having an equivalent effect).

### CHAPTER VIII

#### **SIGNING-ON OF MAURITANIAN SEAMEN**

1. Apart from tuna seiners (which shall endeavour to sign on at least one Mauritanian seaman per vessel), pole-and-line tuna vessels (which must sign on three Mauritanian seamen per vessel), and pelagic vessels in category 11 (for which transitional provisions are laid down in point 6 of Chapter XV of this Annex), each Community vessel shall sign on Mauritanian seamen for the duration of the voyage. There shall be at least:
  - two seamen plus one officer or one observer for vessels of less than 200 GT,
  - three seamen plus one officer or one observer for vessels of at least 200 GT and less than 250 GT,
  - four seamen plus one officer or one observer for vessels of at least 250 GT and less than 300 GT,
  - six seamen and one officer for vessels of at least 300 and less than 350 GT,
  - seven seamen and one officer for vessels of at least 350 and less than 500 GT,

- eight seamen and one officer for vessels of at least 500 and less than 800 GT,
  - vessels of 800 GT or more and less than 2 000 GT shall sign on a number of seamen equivalent to 37 % of the crew, but not less than eight seamen and two officers,
  - vessels of 2 000 GT or more shall sign on a number of seamen equivalent to 37 % of the crew, but not less than 12 seamen and two officers.
- 1.2. For vessels of 800 GT or more, the minimum number of seamen to be signed on board shall be reduced by two for each additional officer taken on board.
- 1.3. Shipowners shall be free to choose the Mauritanian seamen and officers to sign on their vessels in accordance with the Merchant Shipping Code.
2. The shipowner or agent shall inform the Ministry of the names of the Mauritanian seamen signed on the vessel concerned, mentioning their position in the crew.
3. The International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on by EU vessels. 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.
4. Mauritanian seamen's employment contracts, a copy of which shall be given to the signatories, shall be drawn up between the shipowners' agent(s) and the seamen and/or their trade unions or representatives in consultation with the competent Mauritanian authorities. These contracts shall guarantee the seamen the social security cover applicable to them, including life assurance and sickness and accident insurance.
5. Shipowners or their agents shall send, within two months of the issue of the licence, a copy of that contract duly signed by the competent authorities of the Member State concerned direct to the Ministry.
6. Mauritanian seamen's wages shall be paid by the shipowners. They shall be fixed, before licences are issued, by mutual agreement between the shipowners or their agents and the Mauritanian seamen concerned or their representatives. However, the wage conditions granted to Mauritanian seamen shall not be lower than those applied to Mauritanian crews and shall comply with ILO standards and under no circumstances be below those standards.
7. If one or more seamen employed on board fail to report at the time agreed for the vessel's departure, the vessel shall be permitted to start the planned trip after informing the competent authorities in the port of embarkation of the shortfall in the number of seamen required and having updated its crew list. The authorities concerned shall notify the Ministry thereof.
- The shipowner shall take all necessary steps to ensure that the number of seamen required by this Agreement sign on the vessel by the next trip at the latest.
8. Where no Mauritanian seamen are taken on board for reasons other than that specified to in the previous point, shipowners shall be obliged to pay as soon as possible a flat rate amount of EUR 20 per day of fishing in the Mauritanian fishing zone per seaman within a maximum of three months.
- This sum shall be used for training Mauritanian fishermen and shall be paid into the account specified in point 1(b) of Chapter IV to this Annex.
9. Twice a year, on 1 January and 1 July, the Commission, via the Delegation, shall send the Ministry a list of Mauritanian seamen signed on Community vessels, with details of their registration as crew members and the vessels concerned.
10. Without prejudice to point 7 above, recurring failure by shipowners to sign on the requisite number of Mauritanian seamen shall result in automatic suspension of the vessels' fishing licence until such obligations have been met.



## CHAPTER IX

**TECHNICAL INSPECTION**

1. Once a year and after any alteration in tonnage or changes to the fishing category necessitating the use of a different type of gear, all Community vessels shall report to the port of Nouadhibou or Nouakchott to undergo the inspections required by the legislation in force. Such inspections shall take place within 48 hours of the vessel's arriving in port.

The technical inspection procedures applying to tuna vessels, surface longliners and pelagic fishing vessels shall be as laid down in Chapters XIV and XV of this Annex.

2. Once the inspection has been completed satisfactorily, the master of the vessel shall be issued with a certificate having the same period of validity as the licence which shall be automatically extended, free of charge, in the case of vessels renewing their licence within the year. This certificate must be kept on board at all times.
3. The technical inspection shall check the conformity of the vessel's technical characteristics and gear and ensure that the provisions relating to its Mauritanian crew have been complied with.
4. The cost of the inspection, at the rates laid down by Mauritanian law, shall be borne by the shipowner and communicated to the Community. It may not be greater than the amount normally paid by other vessels for the same services.
5. Failure to comply with points 1 or 2 shall entail automatic suspension of the fishing licence until the shipowner has met such obligations.

## CHAPTER X

**VESSEL IDENTIFICATION**

1. The identification marks of all Community vessels must conform to the relevant Community legislation. The Ministry must be notified of such legislation before this Protocol enters into force. The Ministry must further be notified of any amendment to the legislation at least one month before its entry into force.
2. Any vessel which conceals its markings, name or registration shall be liable to the penalties provided for by Mauritanian law.

## CHAPTER XI

**SUSPENSION OR WITHDRAWAL OF LICENCES**

Where the Mauritanian authorities decide to suspend or definitively withdraw the licence of a Community vessel, in application of this Protocol and Mauritanian law, the master of that vessel shall immediately cease fishing activities and make for the port of Nouadhibou to submit the original licence to the surveillance authority. Once the required obligations have been duly completed, the Ministry shall notify the Commission, via the Delegation, of the lifting of the suspension and the licence shall be returned.

## CHAPTER XII

**INFRINGEMENTS**

1. All infringements shall be penalised in accordance with Mauritanian law.
2. In the event of serious or very serious fisheries infringements as defined by Mauritanian law, the Ministry reserves the right to prohibit the vessels, masters and, where applicable, the shipowners involved in committing such infringements, provisionally or definitively from all fishing activities in Mauritanian waters.

## CHAPTER XIII

**FINES**

The amount of fines imposed on Community vessels shall be calculated in accordance with Mauritanian law within minimum and maximum limits specified in Mauritanian law. This amount shall be decided in accordance with the procedure laid down in point 3 of Chapter VI of Annex II. The amount of the fine imposed shall be converted into euro by the surveillance authority at the rate applied by the Central Bank of Mauritania at the time of the infringement, and the two amounts shall be notified at the same time to the shipowner and to the Commission, via the Delegation.

Mauritanian law, and any subsequent amendments thereto, shall be communicated to the Community.

## CHAPTER XIV

**PROVISIONS RELATING TO VESSELS FISHING HIGHLY MIGRATORY SPECIES****(TUNA VESSELS AND SURFACE LONGLINERS)**

1. Licences for tuna seiners, pole-and-line tuna vessels and surface longliners shall be issued for periods which coincide with calendar years except for the first and last year of this Protocol.

The original licence must be kept on board at all times and presented on request of the competent Mauritanian surveillance authorities. The European Community shall keep an up-to-date draft list of the vessels for which a fishing licence has been applied for under this Protocol. This draft shall be notified to the Mauritanian authorities as soon as it is drawn up, and then each time it is updated. On receipt of this draft list and of notification of payment of the advance sent to the Mauritanian authorities by the Commission, the vessel shall be entered by the competent Mauritanian authority on a list of vessels authorised to fish, which shall be sent to the authorities responsible for fisheries inspection. A certified copy of this list shall then be sent to the shipowner to be kept on board instead of the fishing licence until the licence has been issued.

On presentation of the proof of payment of the advance, the Ministry shall draw up the licence and enter the vessel concerned on the list of vessels authorised to fish which shall be sent to the surveillance authority and to the Commission, via the Delegation.

2. Before receiving its licence, each vessel must be presented for the inspections required by the legislation in force. Such inspections may be carried out in a foreign port to be agreed. All expenses linked to such inspection shall be borne by the shipowner.
3. Licences shall be issued following payment to one of the foreign accounts of the Central Bank of Mauritania, payable to the Mauritanian Public Treasury, of a lump sum corresponding to the advance specified in the Fishing Datasheets in the Protocol. This lump sum shall be established pro rata temporis to the validity of the licence for the first and last year of the Agreement <sup>(1)</sup>.
4. A logbook in accordance with the ICCAT model in Appendix 4 to this Annex shall be kept on vessels for each fishing period spent in Mauritanian waters. It shall be filled in even when no catches are made.

For periods when a vessel is not in Mauritanian waters, the words 'Outside Mauritania's EEZ' shall be entered in the above logbook.

Within 15 working days of vessels arriving in the port of landing, the logbooks referred to in this point shall be sent to the Ministry and to the national authorities of the Member State.

Failure to comply with one of the above provisions shall entail, irrespective of the penalties laid down by Mauritanian law, automatic suspension of the fishing licence until the shipowner has met such obligations.

<sup>(1)</sup> The two Parties shall agree on the amount of the parafiscal charge to apply to tuna seiners.

5. Subject to any checks Mauritania may wish to carry out, by 15 June each year the Commission, via the Delegation, shall submit to the Ministry a statement of fees due for the previous fishing year on the basis of the catch declarations made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data in the Member States, such as the IRD (Institut de Recherche pour le Développement), IEO (Instituto Español de Oceanografía), INIAP (Instituto Nacional de Investigación Agrária e das Pescas) and IMROP (Institut Mauritanien de Recherches Océanographiques et des Pêches).
6. For the last year of application of the Agreement, the statement of the fees due for the previous year shall be notified within four months of expiry of the Agreement.
7. The final statement shall be sent to the shipowners concerned, who shall have 30 days, from the notification and the approval of the amounts by the Ministry, within which to discharge their financial obligations to the competent national authorities. Payment made out in euro, payable to the Mauritanian Public Treasury to one of accounts mentioned in Chapter IV, shall be made no later than one and a half months after that notification.

However, if the amount of the final statement is lower than the advance referred to in point 4 of this Section, the resulting balance shall not be reimbursable to the shipowner.

8. As an exception to Chapter I of Annex II, vessels shall be obliged within the three hours before entering or leaving the zone to communicate their position and the volume of the catch on board direct to the Mauritanian authorities, preferably by fax or, failing that, by radio.

The fax number and radio frequency shall be notified by the surveillance authority.

A copy of the fax messages or of the record of radio communications shall be kept by the Mauritanian authorities and the shipowners until both Parties have approved the final statement of fees referred to in point 5.

9. At the request of the Mauritanian authorities and by mutual agreement with the shipowners concerned, tuna seiners shall take a scientific observer on board.

#### CHAPTER XV

##### **RULES ON PELAGIC FISHING VESSELS**

1. The original licence must be kept on board at all times and presented on request of the competent Mauritanian authorities. If for practical reasons the original licence cannot be delivered to the vessel immediately after it is issued by the Ministry, a copy or fax may also be kept on board for a maximum 10 days.
2. Technical inspections of the vessels may take place in Europe. In this case, the travel and subsistence expenses of two persons designated by the Ministry to carry out these inspections shall be payable by the shipowners.
3. The amounts of such licence fees shall include all related fees and taxes, with the exception of the parafiscal charge, port taxes and service charges.

For each tonne caught in excess of the reference tonnage allocated to each pelagic freezer trawler in category 9, shipowners shall pay a sum of EUR 15 per tonne to the Mauritanian Public Treasury. Declarations of catch shall be drawn up by mutual agreement within a period to be agreed between the Parties.

The principle of a ceiling on catch shall not apply to non-freezer pelagic vessels in category 11.

The fees and any additional amounts due shall be paid to one of the Central Bank of Mauritania's foreign accounts payable to the Mauritanian Public Treasury.

4. Pelagic fishing vessels shall notify the surveillance authority of their intention to enter or leave Mauritanian fishing zones 12 hours in advance of entry and 36 hours in advance of exit. When notifying exit, vessels shall also communicate the volume of and species in catches kept on board.
5. Shipowners must take all appropriate measures to transport the Mauritanian seamen and scientific observers at their expense.
6. Category 11 pelagic vessels shall be subject to the following rules as regards signing on seamen:
  - during the first six months of fishing in Mauritanian fishing zones, vessels shall be exempted from signing on Mauritanian seamen,
  - during the following six months of fishing, vessels shall sign on 50 % of the seamen provided for in point 1 of Chapter VIII.

At the end of these two six-month periods, point 1 of Chapter VIII shall apply to category 11 vessels.

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## Appendix 1

**Mauritania — European Community fishing agreement****Application form for a fishing licence**

## I — APPLICANT

1. Name of shipowner: .....
2. Name of the shipowner's association or representative: .....
3. Address of the shipowner's association or representative: .....
4. Telephone: ..... Fax: ..... Telex: .....
5. Name of master: ..... Nationality: .....

## II — VESSEL

1. Name of vessel: .....
2. Flag country: .....
3. External registration number: .....
4. Home port: .....
5. Date and place of construction: .....
6. Radio call sign: ..... Call frequency: .....
7. Hull construction material:    Steel             Wood             Polyester             Other

## III — TECHNICAL CHARACTERISTICS AND EQUIPMENT

1. Overall length: ..... Width of vessel: .....
2. Tonnage (GT): .....
3. Horse power of main engine: ..... Make: ..... Type: .....
4. Type of vessel: ..... Fishing category: .....
5. Fishing gear: .....
6. Crew complement: .....
7. Method of conservation on board:    Fresh             Cold storage             Mixed             Freezing
8. Freezing capacity in tonnes/24 hours: .....
9. Hold capacity: ..... Number: .....

Done at ....., on .....

Signature of applicant: .....

\_\_\_\_\_









## ANNEX II

**Cooperation in the monitoring of fishing activities by Community vessels in Mauritania's fishing zones**

## CHAPTER I

**ENTERING AND LEAVING THE FISHING ZONE**

1. Except for tuna vessels, surface longliners and pelagic fishing vessels (for which the deadlines shall be as laid down in Chapters XIV and XV of Annex I), Community vessels operating under this Agreement must report:

## (a) entry:

notice must be given at least 36 hours beforehand and contain the following particulars:

- the position of the vessel at the time of notification,
- the day, date and approximate time of entering Mauritania's EEZ,
- the amount and species of catch held on-board at that time, where vessels have previously stated that they hold a fishing licence for another fishing zone in the subregion, in which case the surveillance authority will have access to the fishing log concerning that zone and any checks may not last longer than the period laid down in point 4 of this Chapter;

## (b) exit:

notice must be given at least 48 hours beforehand and contain the following particulars:

- the position of the vessel at the time of notification,
- the day, date and time of leaving Mauritania's EEZ,
- the amount and species of catch held on board at that time.

2. Shipowners shall notify the surveillance authority of their entry into and exit from Mauritania's EEZ by fax, e-mail or mail to the fax numbers or address in Appendix 1 to this Annex.

The Commission, via the Delegation, shall be given 15 days prior notice of any changes in the numbers or addresses for notification.

3. During their presence in the Mauritanian EEZ, Community vessels shall regularly monitor international call frequencies (VHF Channel 16 or HF 2182).

4. On receipt of messages notifying exit from the fishing zone, the Mauritanian authorities reserve the right to decide whether to carry out a check prior to the departure of vessels, on the basis of sampling within Nouadhibou or Nouakchott port.

Such checks shall not last more than 3 hours.

5. Failure to comply with the provisions of points 1 to 3 shall result in the following sanctions:

## (a) the first time:

- the vessel shall be diverted, if possible,
- the catch on-board shall be unloaded and confiscated on behalf of the Treasury,
- the vessel shall pay the minimum fine provided for in Mauritanian law;

## (b) the second time:

- the vessel shall be diverted, if possible,
- the catch on-board shall be unloaded and confiscated on behalf of the Treasury,

- the vessel shall pay the maximum fine provided for in Mauritanian law,
  - the licence shall be revoked for the remainder of its period of validity;
- (c) the third time:
- the vessel shall be diverted, if possible,
  - the catch on-board shall be unloaded and confiscated on behalf of the Treasury,
  - the licence shall be definitively revoked,
  - the master and the vessel shall be prohibited from fishing in Mauritania.
6. Should it not be possible to divert the offending vessel, the Ministry shall inform the Commission and the flag Member State so that the penalties laid down in the above point 5 may be applied.

## CHAPTER II

### INNOCENT PASSAGE

When Community fishing vessels are exercising their right of innocent passage and navigation in Mauritanian fishing zones in accordance with the United Nations Convention on the Law of the Sea and relevant national and international legislation, they shall keep all their fishing gear stowed on board in such a way that it cannot be immediately utilised.

## CHAPTER III

### TRANSHIPMENT

1. The catches of Community vessels shall be transhipped solely within Mauritanian ports and in the zones laid down in Appendix 5 to this Annex.
2. Any Community vessel wishing to tranship catches shall be subject to the procedure laid down in points 3 and 4 below.
3. The owners of such vessels shall notify the surveillance authority at least 36 hours beforehand, using the means of communications specified in point 2 of Chapter I of this Annex, of the following:
  - the names of the transshipping fishing vessels,
  - the names of the cargo vessels,
  - the tonnage by species to be transhipped,
  - the day, date and time of transhipment.

The surveillance authority shall respond within 24 hours.

4. Transhipment shall be considered as an exit from Mauritanian fishing zones. Vessels must therefore provide the surveillance authority with the originals of the fishing log and the supplementary fishing log and state whether they intend to continue fishing or leave Mauritanian fishing zone.
5. Any transhipment of catches not covered in points 1, 2, 3 or 4 above shall be prohibited in Mauritania's EEZ. Any person infringing this provision shall be liable to the penalties provided for by Mauritanian law.
6. Mauritania reserves the right to refuse transhipment if the carrier vessel has carried out illegal, undeclared or unregulated fishing inside or outside Mauritania's EEZ.

## CHAPTER IV

**INSPECTION AND MONITORING**

1. Masters of Community fishing vessels shall allow and facilitate boarding and the discharge of their duties by any Mauritanian official responsible for the inspection and control of fishing activities.

These officials shall not remain on-board for longer than is necessary for the discharge of their duties.

Once the inspection has been completed, a certificate shall be issued to the master of the vessel.

2. The Community hereby undertakes to maintain the specific monitoring programme in Community ports. This programme shall be communicated to the Ministry, which reserves the right to ask to be present at these checks in accordance with Chapter V. Summaries of reports on the checks carried out shall be sent to the Ministry at regular intervals.

## CHAPTER V

**MUTUAL OBSERVATION SYSTEM FOR SHORE-BASED CONTROLS**

The two Parties agree to set up a mutual observation system for shore-based controls with a view to improving the effectiveness of checks. To this end, they shall designate representatives who shall attend monitoring operations and inspections carried out by the respective national inspection authorities and may make observations on the implementation of this Agreement.

These representatives must possess:

- a professional qualification,
- adequate fisheries experience, and
- thorough knowledge of the provisions of the Agreement and of this Protocol.

Inspections shall be carried out by the national inspection authorities and the representatives in attendance may not, on their own initiative, exercise the powers of inspection conferred on national officials.

When the representatives accompany national inspection officials, they shall have access to the vessels, premises and documents subject to inspection by those officials, in order to collect data (not containing named references) necessary for the accomplishment of their task.

The representatives shall accompany the national inspection authorities on their visits to the ports, on-board ships in dock, to public auction houses, fish wholesalers' shops, cold stores and other premises for unloading and stocking fish before it is placed on the market.

The representatives shall draw up and submit a report every four months detailing the inspections attended. This report shall be addressed to the competent authorities, who shall send a copy to the other Party.

**1. Implementation**

The competent inspection authority of each Party shall give 10 days written notice to the other Party of the shore-based inspections, on a case-by-case basis, which it intends to carry out.

The other Party shall give five days notice of its intention to send an observer.

The duration of the representative's mission should not exceed 15 days.

**2. Confidentiality**

The representative on joint monitoring operations shall respect the plant and equipment on-board the vessel, and any other installations, and also the confidentiality of all documents to which access is provided.

The representative shall disclose information on the results of the work solely to the competent authorities.

**3. Location**

This programme shall be implemented in the Community ports of landing and Mauritanian ports.

#### 4. Funding

Each Party shall bear the costs of its representative on monitoring operations, including travel and board.

### CHAPTER VI

#### BOARDING AND APPLICATION OF PENALTIES

##### 1. Transmission of information

The surveillance authority shall inform the Delegation as soon as possible, and within no more than 48 working hours, of any boarding of or application of a penalty to a Community fishing vessel operating in Mauritanian fishing zones and, in the event of boarding, shall send a brief report of the circumstances and reasons for this boarding.

##### 2. Statement of boarding

The statement of boarding shall be drawn up by the surveillance authority faithfully on the basis of any infringements found and entered in the inspection report drawn up following checks on the vessel. This inspection report must be signed by the master of the vessel, who may note any reservations.

This signature shall not prejudice the rights of the master or any defence which the master may make to the alleged infringement.

At the request of the surveillance authority, the master shall take the vessel to the port of Nouadhibou. If the surveillance authority does not make such a request, once the infringement is brought to an end, the vessel shall continue fishing. The shipowner shall immediately contact the Ministry in order to reach a solution. If a solution cannot be found within 72 hours, the owners must provide a bank security covering the amount of any fines imposed.

If the vessel is diverted to the port of Nouadhibou, it shall be kept in port until completion of the usual administrative formalities relating to boarding.

##### 3. Settlement of boarding

3.1. In accordance with this Protocol and Mauritanian law, infringements may be settled either out of court or by legal proceedings.

3.2. In the case of an out-of-court settlement, the amount of the fine shall be determined in accordance with Mauritanian legislation laying down minimum and maximum figures.

3.3. If there is no out-of-court settlement and the matter is brought before a competent judicial body, a bank security amounting to the equivalent in euro of the maximum fine provided for in Mauritanian legislation shall be lodged by the shipowner with a bank designated by the Ministry.

3.4. The bank security shall be irrevocable until the legal proceedings have been concluded. It shall be released by the Ministry once legal proceedings end without a conviction. Similarly, in the event of a conviction leading to a fine of less than the security lodged, the balance shall be released by the Ministry.

3.5. The vessel shall be released and its crew authorised to leave the port:

— once the obligations arising under the out-of-court settlement have been fulfilled, or

— when the bank security referred to in point 3.3 has been lodged and accepted by the Ministry, pending completion of the legal proceedings.

##### 4. Compliance with the rules

All information on infringements committed by Community vessels shall be communicated to the Commission on a regular basis, via the Delegation.

## CHAPTER VII

**SATELLITE MONITORING OF FISHING VESSELS**

1. All fishing vessels fishing under this Agreement shall be subject to satellite monitoring when they are in the Mauritanian EEZ.
2. For the purposes of satellite monitoring, the coordinates (latitudes and longitudes) of the Mauritanian EEZ are shown in Appendix 4.
3. The Parties shall exchange information on X.25 addresses and the specifications for electronic data transmission between their control centres in accordance with points 5 to 7. Such information shall include the following where they exist: names, telephone and fax numbers, and e-mail addresses (Internet or https) which may be used for general communications between control centres. The details of the Mauritanian control centre are given in Appendix 1 to this Annex.
4. The position of vessels shall be determined with a margin of error of less than 500 metres and a confidence interval of 99 %.
5. When a vessel which is fishing under the Agreement and is the subject of satellite tracking pursuant to Community legislation enters the Mauritanian EEZ, the subsequent position reports (vessel identification, longitude, latitude, course and speed) shall be transmitted immediately by the control centre of the flag State to the surveillance authority (FMC) at intervals of no more than one hour. The messages concerned shall be identified as position reports.
6. The messages specified in point 5 shall be transmitted electronically in X.25 format, or any other secure protocol. They shall be communicated in real time in the format set out in the table attached in Appendix 3.
7. Where the continuous satellite monitoring equipment installed on-board a fishing vessel develops a technical fault or breaks down, the master of the vessel shall transmit the information specified in point 5 to the control centre of the flag State and the Mauritanian FMC in good time. In those circumstances a global position report shall be sent every four hours. This global position report shall include the position reports as recorded by the master of the vessel on an hourly basis in accordance with the requirements laid down in point 5. It is recommended that shipowners carry a second beacon on board, by way of precaution.

The control centre of the flag State shall send these messages immediately to the Mauritanian FMC. The faulty equipment shall be repaired or replaced within a period of not more than five days. Beyond that period the vessel concerned shall leave the Mauritanian EEZ or enter a Mauritanian port.

Where there is a serious technical problem requiring an additional period, an exception may be granted at the request of the master for a maximum of 15 days. In that situation the requirements laid down in point 7 shall continue to apply and all vessels, with the exception of tuna vessels, shall enter port in order to take on board a Mauritanian scientific observer.

8. The control centres of the flag States shall monitor the movements of their vessels in the Mauritanian EEZ at hourly intervals. If the vessels are not being monitored in accordance with the conditions laid down, the Mauritanian FMC shall be informed immediately and the procedure laid down in point 7 shall apply.
9. If the Mauritanian FMC finds that the flag State is not communicating the information provided for in point 5, it shall immediately inform the Commission, via the Delegation, thereof.
10. The monitoring data communicated to the other Party in accordance with these provisions is intended solely for the purposes of the Mauritanian authorities in controlling and monitoring the Community fleet fishing under this Agreement. Such data may not under any circumstances be communicated to other Parties.
11. The satellite tracking system software and hardware components shall be reliable and shall not permit the input or output of false positions or be capable of being manually overridden.

The system shall be fully automatic and operational at all times regardless of environmental and weather conditions. Destroying, damaging, rendering inoperative or tampering with the satellite tracking system shall be prohibited.

Masters shall ensure that:

- data are not altered in any way,
- the antenna or antennas connected to the satellite tracking equipment are not obstructed,
- the power supply of the satellite tracking equipment is not interrupted in any way, and
- the satellite tracking equipment is not removed from the vessel.

12. The Parties agree to exchange upon request information on the equipment used for satellite monitoring, in order to ensure that each piece of equipment is fully compatible with the requirements of the other Party for the purposes of these provisions.
13. Any dispute over the interpretation or application of these provisions shall be the subject of consultation between the Parties within the Joint Committee provided for in Article 10 of the Agreement.
14. In the event of doubts about a given vessel the Mauritanian FMC shall send a request to the FMC of the flag Member State which shall transmit to it without delay the geographical (polling) positions of the vessel during the period set out in the request.
15. The two Parties, within the Joint Committee provided for in Article 10 of the Agreement, undertake to find the most appropriate solutions to:
  - (a) eliminate, by the end of 2006, all technical problems which may affect the effectiveness of the VMS system in Mauritanian fishing zones;
  - (b) analyse together ways of strengthening cooperation so as to improve implementation of the VMS rules, and in particular to promote the simultaneous transmission of data by European vessels to the FMC of the flag Member State and to the surveillance authority.

#### CHAPTER VIII

##### **MAURITANIAN SCIENTIFIC OBSERVERS ON BOARD COMMUNITY VESSELS**

A system for observation on board Community vessels is hereby established.

1. All Community vessels holding a licence for Mauritanian fishing zones shall take on board a Mauritanian scientific observer, except for tuna seiners, which shall board observers at the request of the Ministry. There shall be only one scientific observer at a time per vessel.

The Ministry shall supply the Commission, via the Delegation, each quarter before licences are issued with a list of vessels designated to take on board a scientific observer.

2. The period spent on board a vessel by a scientific observer shall be the length of a trip. However, at the express request of the Ministry, this embarkation may be spread over several trips according to the average duration of trip for a particular vessel. This request will be made by the Ministry when the name of the scientific observer designated to board the vessel in question is notified.

Likewise, in the event of a trip being curtailed, the scientific observer may have to make a further voyage on the same vessel.

3. The Ministry shall inform the Commission, via the Delegation, of the names of designated scientific observers, provided with the requisite documents, at least seven working days before the scheduled date of their embarkation.
4. All costs arising out of the activities of scientific observers, including their salary, emoluments and allowances, shall be borne by the Ministry. If a scientific observer is taken on board or disembarked at a foreign port, travelling expenses and daily allowances shall be borne by the shipowner until the observer boards the vessel or arrives at a Mauritanian port.

5. Masters of vessels designated to take on board a scientific observer shall make all the arrangements for boarding and disembarkation of the scientific observer.

Scientific observers shall enjoy the same treatment on board as the vessel's officers.

As far as possible, observers shall be offered every facility needed to carry out their duties. The master shall give them access to the means of communication needed for the discharge of their duties, to documents directly concerned with the vessel's fishing activities, including in particular the fishing log, the supplementary fishing log and the navigation log, and to those parts of the vessel necessary to facilitate the exercise of their tasks as observer.

6. Scientific observers shall normally board (and disembark) at a Mauritanian port at the start of the first trip, following notification of the list of designated vessels, which must take place at least 20 days before the beginning of the trip.

Within 15 days of that notification, the shipowners concerned shall notify the Ministry, using the means of communication specified in Chapter I to this Annex, of the date and port selected for taking the scientific observer on board.

7. Scientific observers must report to the master of the designated vessel the day before the selected date of embarkation. Should the scientific observer not appear the master of the vessel shall inform the surveillance authority, which shall replace the observer within the following two hours. If it does not do so, the vessel shall be authorised to leave the Mauritanian port in possession of a certificate of absence for the scientific observer. However, the Ministry may subsequently, at its own expense, arrange the boarding of a new scientific observer, without disrupting fishing by the vessel.
8. Failure by a shipowner to comply with one of these provisions relating to scientific observers shall result in the automatic suspension of the fishing licence until the shipowner has complied with their obligations.

9. Scientific observers should have:

- a professional qualification,
- adequate fisheries experience, and
- a thorough understanding of this Protocol and the Mauritanian rules applicable.

10. Scientific observers shall ensure that Community vessels operating in Mauritanian fishing zone comply with the terms of this Protocol.

They shall compile a report on this subject. In particular, they shall:

- observe the fishing activities of the vessels,
- check the position of vessels engaged in fishing operations,
- perform biological sampling in the context of scientific programmes,
- record particulars of the fishing gear and the mesh sizes of the nets used.

11. Observation shall be confined to fishing activities and related activities governed by this Protocol.

12. Scientific observers shall:

- take all appropriate steps to ensure that the conditions of their boarding and presence on the vessel neither interrupt nor hamper fishing operations,
- use the instruments and procedures approved for measuring the mesh size of nets used under this Agreement; and
- respect the material and equipment on board and the confidentiality of all documents belonging to the vessel.

13. At the end of the observation period and before leaving the vessel, scientific observers shall draw up a report in accordance with the model in Appendix 2 to this Annex. They shall sign it in the presence of the master, who may add or cause to be added to it any observations considered relevant, followed by the master's signature. A copy of the report shall be handed to the master when the observer is put ashore.

The Ministry shall send the reports from the previous month to the Commission, via the Delegation, each month for information purposes.

#### CHAPTER IX

##### **DISCARDS**

The two Parties shall look into the problem of discards from fishing vessels and shall examine ways of making use of them.

#### CHAPTER X

##### **FIGHT AGAINST ILLEGAL FISHING**

In an effort to curb illegal fishing activities in Mauritanian fishing zones which jeopardise fisheries management policy, the Parties agree to exchange information on these activities on a regular basis.

In addition to the measures already applied by the two Parties under existing legislation, they shall consult one another on the possibility of taking supplementary joint or individual action.

To this end, they shall step up cooperation, in particular on the fight against illegal fishing.

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*Appendix 1***Mauritania-European Community — Fishing Agreement — Address of the Surveillance Authority**

Délégation à la Surveillance des Pêches maritimes (DSPCM)

Address: Boîte Postale (BP) 260 Nouadhibou  
Mauritania  
Phone: (222) 574 57 01  
Fax: (222) 574 63 12  
E-mail: dspcm@toptechnology.mr

**Coordinates of the Mauritanian FMC**

Name of FMC: SPCM SSN  
VMS Tel.: (222) 574 67 43/574 56 26  
VMS Fax: (222) 574 67 43  
VMS E-mail: dspcm@toptechnology.mr  
Address X25: 20803403006315

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Appendix 2

**Report of the Mauritanian scientific observer**

Name of shipowner: .....

Vessel: ..... Nationality: .....  
 Number and port of registration: .....  
 Identity marking: ....., tonnage: ..... GT, Power: ..... HP  
 Licence: ..... No: ..... Type: .....  
 Name of master: ..... Nationality: .....

Boarded: Date: ....., Port: .....  
 Disembarked: Date: ....., Port: .....

Authorised fishing method: .....  
 Gear used: .....  
 Mesh size and/or dimensions: .....  
 Fishing zones: .....  
 Distance from coast: .....  
 Number of Mauritanian crew on board: .....  
 Entry into .../.../... and departure .../.../... from the fishing zone

Observer's estimate						
Overall production (kg): ....., declared on ..... GT: .....						
By-catches: species ....., estimated: ..... %						
Discards: species: ....., Quantity (kg): .....						
Species retained						
Quantity (kg)						
Species retained						
Quantity (kg)						

Observer's findings:		
Nature of findings	Date	Position

Observer's comments (general): .....

.....

.....

Done at ....., on .....

Observer's signature: .....

Master's comments .....

.....

.....

Copy of report received on (date) ..... Master's signature .....

Report forwarded to .....

Position: .....

## Appendix 3

**Communication of VMS messages in Mauritania****Position Report**

Data Element	Code	Mandatory/ Optional	Comments
Start record	SR	M	System detail — indicates start of record
Recipient	AD	M	Message detail — recipient. Alpha 3 ISO country code
From	FR	M	Message detail — sender. Alpha 3 ISO country code
Flag State	FS	O	
Type of message	TM	M	Message detail — Message type 'POS'
Radio call sign	RC	M	Vessel detail — international radio call sign of vessel
Contracting Party internal reference number	IR	M	Unique contracting Party number (flag State ISO-3 code followed by number)
External registration number	XR	M	Vessel detail — number marked on side of vessel
Latitude	LA	M	Vessel position detail — position in degrees, minutes and seconds N/S DDMMSS.ss (WGS-84)
Longitude	LO	M	Vessel position detail — position in degrees, minutes and seconds N/S DDMMSS.ss (WGS-84)
Course	CO	M	Vessel course 360° scale
Speed	SP	M	Vessel speed in tenths of knots
Dates	DA	M	Vessel position detail — date of record of UTC position (YYYYMMDD)
Time	TI	M	Vessel position detail — time of record of UTC position (HHMM)
End record	ER	M	System detail — indicates end of record

Character set: ISO 8859.1

Each data transmission is structured as follows:

- a double slash (//) and field code indicate the start of the message;
- a single slash (/) separates the field code and the data.

Optional data elements have to be inserted between the start and end of the record.

## Appendix 4

**Limits of the Mauritanian EEZ**

Coordinates of EEZ/Protocol

EU VMS

1 Southern boundary	Lat. 16° 04' 00" N	Long. 19° 58' 00" W
2 Coordinates	Lat. 16° 30' 00" N	Long. 19° 54' 00" W
3 Coordinates	Lat. 17° 00' 00" N	Long. 19° 47' 00" W
4 Coordinates	Lat. 17° 30' 00" N	Long. 19° 33' 00" W
5 Coordinates	Lat. 18° 00' 00" N	Long. 19° 29' 00" W
6 Coordinates	Lat. 18° 30' 00" N	Long. 19° 28' 00" W
7 Coordinates	Lat. 19° 00' 00" N	Long. 19° 43' 00" W
8 Coordinates	Lat. 19° 23' 00" N	Long. 20° 01' 00" W
9 Coordinates	Lat. 19° 30' 00" N	Long. 20° 04' 00" W
10 Coordinates	Lat. 20° 00' 00" N	Long. 20° 14' 30" W
11 Coordinates	Lat. 20° 30' 00" N	Long. 20° 25' 30" W
12 Northern boundary	Lat. 20° 46' 00" N	Long. 20° 04' 32" W

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## Appendix 5

**Coordinates of the authorised transshipment zone within the port of Nouadhibou**

(BUOY 2 = N 20° 43' 6" W 17° 01' 8")

1	Coordinates	Lat. 20° 43' 6" N	Long. 17° 01' 4" W
2	Coordinates	Lat. 20° 43' 6" N	Long. 16° 58' 5" W
3	Coordinates	Lat. 20° 46' 6" N	Long. 16° 58' 5" W
4	Coordinates	Lat. 20° 46' 7" N	Long. 17° 00' 4" W
5	Coordinates	Lat. 20° 45' 3" N	Long. 17° 00' 4" W
6	Coordinates	Lat. 20° 45' 3" N	Long. 17° 01' 5" W

**Coordinates of the authorised transshipment zone within the port of Nouakchott**

1	Coordinates	Lat. 18° 01' 5" N	Long. 16° 07' W
2	Coordinates	Lat. 18° 01' 5" N	Long. 16° 03' 8" W
3	Coordinates	Lat. 17° 59' N	Long. 16° 07' W
4	Coordinates	Lat. 17° 59' N	Long. 16° 03' 8" W

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## ANNEX III

## OVERALL FISHING EFFORT (2005)

Category	Type of vessel	Overall effort			
		No of vessels	GT	Kw	No of days fishing
Category 1: Crustaceans other than crawfish	Freezer vessels	64	17 124	35 601	
	Wetfish vessels	2	314	442	
	Subtotal	66	17 437	36 043	
Category 2: Black hake trawlers and bottom longliners					
	Wetfish vessels	23	6 421	12 143	
Category 3: Demersal species other than black hake with gear other than trawls					
	Wetfish vessels	23	3 083	6 375	
Category 4: Demersal trawlers targeting species other than black hake	Freezer vessels	9	2 470	4 946	
Category 5: Cephalopod vessels	Freezer vessels	150	50 798	97 870	
	Wetfish vessels	88	20 081	26 699	
	Subtotal	238	70 879	124 569	
Category 6: Crawfish	Freezer vessels	0	0	0	
	Wetfish vessels	0	0	0	
Categories 7 and 8: Tuna seiners — pole-and-line tuna vessels and longliners	Freezer vessels	54	36 029	57 513	
Category 9: Pelagic species	Freezer vessels	66	392 993	231 259	
	Wetfish vessels	0	0	0	
Category 10: Crab	Freezer vessels	4	839	1 236	
	Wetfish vessels				
Category 11: Non-freezer small pelagic species					
	Wetfish vessels	0	0	0	
Total		483	530 151	474 085	

The number of days of fishing for tuna vessels is not broken down by category.

NB: the overall national fishing effort does not take into account vessels subject to extended temporary cessation of fishing.

## ANNEX IV

Guidelines for the purpose of drawing up the matrix of objectives and performance indicators for the development and implementation of the *Stratégie de développement durable du secteur de la pêche de la Mauritanie* (strategy of sustainable development of Mauritania's fisheries sector), with a view to introducing sustainable and responsible fishing in its waters

Strategic priorities and objectives	Indicators
<b>1. Improving governance in the fisheries sector</b>	
1.1. Controlled development of small-scale and coastal fisheries	<p>Adoption and implementation of development plan for small-scale and coastal fisheries</p> <p>Number of small-scale and coastal fisheries vessels registered (in absolute terms and as a percentage)</p> <p>Vessel register kept in Mauritanian EEZ</p> <p>Number of development plans drawn up, implemented and evaluated</p>
1.2. Improving information on fishery resources	<p>Number of stocks evaluated</p> <p>Number of research programmes</p> <p>Number of recommendations issued and followed on the state of the main fisheries resources (in particular freezes on fishing and conservation measures for overfished stocks)</p> <p>Evaluation of annual fishing effort for species which are the subject of a development plan</p> <p>Instrument to manage operational fishing effort (setting up a database, statistical monitoring instruments, networking the services responsible for fleet management, publication of statistical bulletins, etc.)</p>
1.3. Modernisation and stepping up of fisheries research	Strengthened IMROP research capacities (in connection with objective 1.2)
<b>2. Accelerating the integration of the fisheries sector into Mauritania's national economy</b>	
2.1. Developing infrastructure, in particular port infrastructure	<p>Refurbishment of Port of Nouadhibou and extension of fishing port</p> <p>Redevelopment of fish market in port of Nouakchott for unloading catches from small scale fishing</p> <p>Wrecks removed from Nouadhibou area</p>
2.2. Restructuring Mauritania's industrial fleet	Restructuring of Mauritanian industrial fleet (studies, action plan, financial instruments)
2.3. Modernisation and upgrading health and hygiene of the small-scale fleet	<p>Number of wooden canoes replaced with canoes made of more suitable materials (in absolute terms and as a percentage)</p> <p>Number of canoes equipped with iceboxes</p> <p>Rules on minimum health and hygiene standards applicable to canoes and their products drawn up and implemented</p> <p>Increased number of unloading points</p> <p>Small-scale fishing vessels and coastal fishing vessels brought into compliance with health standards (number in absolute terms and as a percentage)</p>



Strategic priorities and objectives	Indicators
2.4. Improving fisheries surveillance	<p>Sworn body of independent inspectors set up and operational (number of people recruited and trained) and corresponding budgetary allocation entered in the finance act, before the end of the first two-year period of the Protocol</p> <p>Number of days of monitoring at sea</p> <p>Number of inspections in port and at sea</p> <p>Number of aerial inspections</p> <p>Number of statistical bulletins published</p> <p>Radar coverage rate</p> <p>Rate of VMS coverage of the fleet as a whole</p> <p>Utilisation rate of the electronic logbook/industrial and coastal fleet together</p> <p>Training programme adapted to surveillance techniques implemented (number of hours of training, number of technicians trained, etc.)</p>
2.5. Promoting fisheries products (health and plant-health conditions of the products landed and processed)	<p>Inspection system for fisheries products adapted and operational</p> <p>Actors made aware of health and hygiene rules (number of training courses organised and number of people trained)</p> <p>Nouakchott analytical laboratory operational</p> <p>Nouakchott fish market brought up to hygiene standards</p> <p>Number of sites developed for unloading and processing products from small-scale fishing</p> <p>Promoting technical and commercial partnerships with private operators overseas</p> <p>Eco-labelling system launched for Mauritian products</p>
<b>3. Developing capacities in the sector and improving governance</b>	
3.1. Improving safety at sea and rescue services, in particular for the small-scale fleet	<p>Recommended measures implemented for safety at sea and rescue services, in particular for the small-scale fleet</p> <p>Meeting ISPS standards</p> <p>Training programme in improving safety at sea and rescue services, in particular for the small scale fleet, implemented</p> <p>Review of Merchant Shipping Code (implementing decrees)</p> <p>Operational national sea rescue plan, shipping forecast service, Accident Investigation Unit, etc.</p>
3.2. Improving the effectiveness of the technical services of the <i>Ministère des Pêches et de l'Economie Maritime</i> (Mauritania's Ministry of Fisheries and the Marine Economy) and the services involved in managing the sector	<p>Administrative capacities strengthened</p> <p>Training and recycling programme drawn up and applied (number of agents trained, number of hours of training, etc.)</p> <p>Mechanisms for coordination, consultation and cooperation with partners strengthened</p> <p>System of data collection and statistical monitoring of small scale and coastal fisheries strengthened</p>
3.3. Developing the system for managing licences and monitoring vessels	<p>Number of hours of training for technicians</p> <p>Number of technicians trained</p> <p>Networking of services</p>