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COMMISSION OF THE EUROPEAN COMMUNITIES

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Proposal for a

COUNCIL REGULATION

**on the conclusion of the Fisheries Partnership Agreement between
the European Community and Côte d'Ivoire**

(presented by the Commission)

EXPLANATORY MEMORANDUM

The European Community and Côte d'Ivoire negotiated and initialled, on 5 April 2007, a Fisheries Partnership Agreement which provides Community fishermen with fishing opportunities in Côte d'Ivoire's fishing zone. This Partnership Agreement, accompanied by a Protocol and the Annex thereto, was signed for a period of six years and is renewable. On the date of its entry into force, this Agreement repeals and replaces the Agreement between the European Economic Community and Côte d'Ivoire on fishing off the coast of Côte d'Ivoire which entered into force on 19 December 1990.

The Commission's negotiating position was based in part on the results of an *ex-post* and *ex-ante* evaluation carried out by independent experts.

The main objective of the new Partnership Agreement is to strengthen cooperation between the European Community and Côte d'Ivoire, thereby creating a partnership framework within which to develop a sustainable fisheries policy and sound exploitation of fisheries resources in Côte d'Ivoire's fishing zone, in the interests of both Parties. The two Parties are taking part in a political dialogue on topics of mutual interest in the fisheries sector. Within this new Fisheries Partnership Agreement, special attention will be given to supporting the fisheries policy of Côte d'Ivoire. In this context, the two Parties will agree on the priorities to be decided upon for such support and will identify the objectives, the annual and multiannual programming and the criteria to assess the results to be obtained, with a view to ensuring a sustainable and responsible management of the sector.

The financial contribution is fixed at EUR 595 000 per year. This financial contribution will be allocated in full to the support and implementation of initiatives taken in the context of the sectoral fisheries policy drawn up by the Government of Côte d'Ivoire.

In terms of fishing opportunities, 25 seiners and 15 surface longliners will be authorised to fish. However, at the request of the Community, exploratory fishing trips may be carried out under the Agreement. If they are conclusive, the Parties may decide to award new fishing opportunities to Community vessels. The Protocol also includes a review clause allowing the Protocol and the Annexes thereto to be amended following its third anniversary if the Joint Committee deems it necessary.

The Partnership Agreement also provides for encouraging economic, scientific and technical cooperation in the fisheries and related sectors.

The Commission proposes on this basis that the Council adopt a Regulation on the conclusion of this new Fisheries Partnership Agreement between the European Community and Côte d'Ivoire.

Proposal for a

COUNCIL REGULATION

**on the conclusion of the Fisheries Partnership Agreement between
the European Community and Côte d'Ivoire**

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 37 in conjunction with Article 300(2) and the first subparagraph of Article 300(3) thereof,

Having regard to the proposal from the Commission¹,

Having regard to the opinion of the European Parliament²,

Whereas:

- (1) The Community has negotiated with Côte d'Ivoire a Fisheries Partnership Agreement providing Community vessels with fishing opportunities in the waters over which Côte d'Ivoire has sovereignty or jurisdiction in respect of fisheries.
- (2) As a result of those negotiations, a new Fisheries Partnership Agreement was initialled on 5 April 2007.
- (3) It is in the Community's interest to approve that Agreement.
- (4) The method for allocating the fishing opportunities among the Member States should be defined,

HAS ADOPTED THIS REGULATION:

Article 1

The Fisheries Partnership Agreement between the European Community and Côte d'Ivoire is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Regulation.

¹ OJ C [...], [...], p. [...].

² OJ C [...], [...], p. [...].

Article 2

The fishing opportunities set out in the Protocol to the Agreement shall be allocated among the Member States as follows:

- | | | | |
|---|------------------|-----------|------------|
| - | 25 purse seiners | France: | 10 vessels |
| | | Spain: | 15 vessels |
| - | 15 longliners | Spain: | 10 vessels |
| | | Portugal: | 5 vessels. |

If licence applications from these Member States do not cover all the fishing opportunities laid down by the Protocol, the Commission may take into consideration licence applications from any other Member State.

Article 3

The Member States whose vessels fish under the Agreement referred to in Article 1 shall notify the Commission of the quantities of each stock caught within Côte d'Ivoire's fishing zone in accordance with Commission Regulation (EC) No 500/2001 of 14 March 2001 laying down detailed rules for the application of Council Regulation (EEC) No 2847/93 on the monitoring of catches taken by Community fishing vessels in third country waters and on the high seas³.

Article 4

The President of the Council is hereby authorised to designate the persons empowered to sign the Agreement in order to bind the Community.

Article 5

This Regulation shall enter into force on the seventh day following that of its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels,

For the Council
The President

³ OJ L 73, 15.3.2001, p. 8.

FISHERIES PARTNERSHIP AGREEMENT

between the Republic of Côte d'Ivoire and the European Community

THE REPUBLIC of Côte d'Ivoire, hereinafter referred to as "Côte d'Ivoire",

and

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

hereinafter referred to as "the Parties",

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

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

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

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

AWARE of the importance of the principles established by the Code of Conduct for Responsible Fisheries adopted at the FAO Conference in 1995,

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

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

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

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

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

HEREBY AGREE AS FOLLOWS:

Article 1 – Scope

This Agreement establishes the principles, rules and procedures governing:

- economic, financial, technical and scientific cooperation in the fisheries sector with a view to promoting responsible fishing in Côte d’Ivoire’s fishing zones to guarantee the conservation and sustainable exploitation of fisheries resources and develop Côte d’Ivoire’s fisheries sector;
- the conditions governing access by Community fishing vessels to Côte d’Ivoire’s fishing zones;
- cooperation on the arrangements for policing fisheries in Côte d’Ivoire’s 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.

Article 2 – Definitions

For the purposes of this Agreement:

- (a) “Côte d’Ivoire authorities” means the Ministry responsible for fisheries resources;
- (b) “Community authorities” means the European Commission;
- (c) “Côte d’Ivoire’s fishing zone” means the waters over which, as regards fisheries, Côte d’Ivoire has sovereignty or jurisdiction;
- (d) “fishing vessel” means any vessel equipped for commercial exploitation of living aquatic resources;
- (e) “Community vessel” means a fishing vessel flying the flag of a Member State of the Community and registered in the Community;
- (f) “Joint Committee” means a committee made up of representatives of the Community and Côte d’Ivoire, as specified in Article 9 of this Agreement;
- (g) “transhipment” means the transfer in or off the port of some or all of the catch from one fishing vessel to another vessel;
- (h) “unusual circumstances” means circumstances, other than natural phenomena, which are beyond the reasonable control of one of the Parties and are such as to prevent fishing activities in Côte d’Ivoire waters;
- (i) “ACP seamen” means any seamen who are nationals of a non-European signatory to the Cotonou Agreement. To this end, a Côte d’Ivoire seaman is an ACP seaman.

*Article 3 – Principles and objectives underlying
the implementation of this Agreement*

1. The Parties hereby undertake to promote responsible fishing in Côte d'Ivoire's fishing zones on the basis of the principles of non-discrimination between the different fleets fishing in those waters, without prejudice to the agreements concluded between developing countries within a geographical region, including reciprocal fisheries agreements.
2. The Parties shall cooperate with a view to implementing a sectoral fisheries policy adopted by the Government of Côte d'Ivoire and to that end shall initiate a policy dialogue on the necessary reforms. They shall consult with a view to adopting potential measures in this area.
3. The Parties shall also cooperate in carrying out *ex-ante*, ongoing and *ex-post* evaluations, both jointly and unilaterally, of measures, programmes and actions implemented on the basis of this Agreement.
4. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of good economic and social governance, respecting the state of fish stocks.
5. In particular, the employment of ACP seamen on board Community vessels shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply as of right to the corresponding contracts and general terms of employment. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.

Article 4 – Scientific cooperation

1. During the period covered by this Agreement, the Community and Côte d'Ivoire shall endeavour to monitor the evolution of resources in Côte d'Ivoire's fishing zone.
2. The two Parties, on the basis of the recommendations and resolutions adopted within the International Commission for the Conservation of Atlantic Tunas (ICCAT), and in the light of the best available scientific advice, shall consult each other within the Joint Committee provided for in Article 9 of the Agreement and adopt, where appropriate after a scientific meeting and by mutual agreement, measures to ensure the sustainable management of fisheries resources affecting the activities of Community vessels.
3. The Parties undertake to consult one other, either directly, including at subregional level, or within the international organisations concerned, to ensure the management and conservation of living resources in the Atlantic Ocean, and to cooperate in the relevant scientific research.

*Article 5 – Access by Community vessels
to fisheries in Côte d'Ivoire waters*

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

2. The fishing activities governed by this Agreement shall be subject to the laws and regulations in force in Côte d'Ivoire. The Côte d'Ivoire authorities shall notify the Commission of any amendments to that legislation.
3. Côte d'Ivoire shall take all the appropriate steps required for the effective application of the fisheries monitoring provisions in the Protocol. Community vessels shall cooperate with the Côte d'Ivoire 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 Côte d'Ivoire has jurisdiction.

Article 6 – Licences

1. Community vessels may fish in Côte d'Ivoire's fishing zone only if they are in possession of a valid fishing licence issued by Côte d'Ivoire under this Agreement and the Protocol hereto.
2. The procedure for obtaining a fishing licence for a vessel, the taxes applicable and the method of payment to be used by shipowners shall be as set out in the Annex to the Protocol.

Article 7 – Financial contribution

1. The Community shall grant Côte d'Ivoire a financial contribution in accordance with the terms and conditions laid down in the Protocol and the Annexes. This single contribution shall be based on two elements, namely:
 - (a) access by Community vessels to Côte d'Ivoire waters and fisheries resources, and
 - (b) Community financial support for establishing a national fisheries policy based on responsible fishing and on the sustainable exploitation of fisheries resources in Côte d'Ivoire waters.
2. The element of the financial contribution referred to in paragraph 1(b) above shall be determined in the light of objectives identified by mutual agreement between the Parties in accordance with the Protocol, to be achieved in the context of the sectoral fisheries policy drawn up by the Government of Côte d'Ivoire and an annual and multiannual programme for its implementation.
3. The financial contribution granted by the Community shall be paid each year in accordance with the Protocol and subject to this Agreement and the Protocol in the event of any change to the amount of the contribution as a result of:
 - (a) unusual circumstances;
 - (b) a reduction in the fishing opportunities granted to Community vessels, made by mutual agreement for the purposes of managing the stocks concerned, where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice;

- (c) an increase in the fishing opportunities granted to Community vessels, made by mutual agreement between the Parties where the best available scientific advice concurs that the state of resources so permits;
- (d) a reassessment of the terms of financial support for implementing a sectoral fisheries policy in Côte d'Ivoire, where this is warranted by the results of the annual and multiannual programming observed by both Parties;
- (e) termination of this Agreement under Article 13;
- (f) suspension of the application of this Agreement under Article 12.

Article 8 – Promoting cooperation among economic operators and civil society

1. The Parties shall encourage economic, scientific and technical cooperation in the fisheries sector and related sectors. They shall consult one another with a view to coordinating the different measures that might be taken to this end.
2. The Parties undertake to promote exchanges of information on fishing techniques and gear, preservation methods and the processing of fishery products.
3. The Parties shall endeavour to create conditions favourable to the promotion of relations between their enterprises in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investment.
4. The Parties shall encourage, in particular, the setting-up of joint enterprises in their mutual interest which shall systematically comply with Côte d'Ivoire and Community legislation.

Article 9 – Joint Committee

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

Article 10 – Geographical area to which the Agreement applies

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

Article 11 – Duration

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

Article 12 – Suspension

1. Application of this Agreement may be suspended at the initiative of one of the Parties in the event of a serious disagreement as to the application of provisions laid down in the Agreement. Suspension of application of the Agreement shall require the interested Party to notify its intention in writing at least three months before the date on which suspension is due to take effect. On receipt of this notification, the Parties shall enter into consultations with a view to resolving their differences amicably.
2. Payment of the financial contribution referred to in Article 7 shall be reduced proportionately and *pro rata temporis*, according to the duration of the suspension.

Article 13 – Termination

1. This Agreement may be terminated by either Party in the event of unusual circumstances such as the degradation of the stocks concerned, the discovery of a reduced level of exploitation of the fishing opportunities granted to Community vessels, or failure to comply with undertakings made by the Parties with regard to combating illegal, unreported and unregulated fishing.
2. The Party concerned shall notify the other Party in writing of its intention to withdraw from the Agreement at least six months before the date of expiry of the initial period or each additional period.
3. Dispatch of the notification referred to in paragraph 2 shall open consultations by the Parties.
4. Payment of the financial contribution referred to in Article 7 for the year in which the termination takes effect shall be reduced proportionately and *pro rata temporis*.

Article 14 – Protocol and Annex

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

Article 15
National law

The activities of Community vessels operating in Côte d'Ivoire waters shall be governed by the applicable law in Côte d'Ivoire, unless otherwise provided in the Agreement, this Protocol and the Annex and Appendices hereto.

Article 16 – Repeal

On the date of its entry into force, this Agreement repeals and replaces the Agreement between the European Economic Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire which entered into force on 19 December 1990.

Article 17 – Entry into force

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

Protocol setting out the fishing opportunities and the financial contribution provided for by the Agreement between the European Community and the Republic of Côte d'Ivoire on fishing off the coast of Côte d'Ivoire for the period from 1 July 2007 to 30 June 2013

Article 1

Period of application and fishing opportunities

1. For a period of six years from 1 July 2007, the fishing opportunities granted under Article 5 of the Agreement shall be as follows:

highly migratory species (species listed in Annex 1 to the 1982 United Nations Convention):
 - freezer tuna seiners: 25 vessels,
 - surface longliners: 15 vessels.
2. Paragraph 1 shall apply subject to Articles 4 and 5 of this Protocol.
3. Vessels flying the flag of a Member State of the European Community may fish in Côte d'Ivoire's fishing zone only if they are in possession of a valid fishing licence issued by Côte d'Ivoire under this Protocol in accordance with the Annex hereto.

Article 2

Financial contribution – Methods of payment

1. The financial contribution referred to in Article 7 of the Agreement shall comprise, for the period referred to in Article 1, an annual amount of EUR 455 000 equivalent to a reference tonnage of 7 000 tonnes per year and a specific amount of EUR 140 000 per year for the support and implementation of Côte d'Ivoire's sectoral fisheries policy. This specific amount shall be an integral part of the single financial contribution defined in Article 7 of the Agreement.
2. Paragraph 1 shall apply subject to Articles 4, 5, 6 and 7 of this Protocol.
3. The Community shall pay the total amount fixed in paragraph 1, i.e. EUR 595 000, each year during the period of application of this Protocol.
4. If the overall quantity of catches by Community vessels in Côte d'Ivoire's fishing zones exceeds the reference tonnage, the amount of the annual financial contribution shall be increased by EUR 65 for each additional tonne caught. However, the total annual amount paid by the Community shall not be more than twice the amount indicated in paragraph 3 (EUR 1 190 000). Where the quantities caught by Community vessels exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid the following year.
5. Payment of the financial contribution referred to in paragraph 1 shall be made no later than 30 March 2008 in the first year and no later than 1 July in the following years.
6. Subject to Article 6, the Côte d'Ivoire authorities shall have full discretion regarding the use to which this financial contribution is put.

7. The financial contribution shall be paid into a single Côte d'Ivoire Public Treasury bank account.

*Article 3
Cooperation on responsible fishing – Scientific cooperation*

1. The Parties hereby undertake to promote responsible fishing in Côte d'Ivoire waters on the basis of the principles of non-discrimination between the different fleets fishing in those waters.
2. During the period covered by this Protocol, the Community and the Côte d'Ivoire authorities shall endeavour to monitor the evolution of resources in Côte d'Ivoire's fishing zone.
3. The Parties undertake to promote cooperation at subregional level on responsible fishing and, in particular, within the International Commission for the Conservation of Atlantic Tunas (ICCAT) or any other subregional or international organisation concerned.
4. In accordance with Article 4 of the Agreement and on the basis of the recommendations and resolutions adopted within the International Commission for the Conservation of Atlantic Tunas (ICCAT), and in the light of the best available scientific advice, the Parties shall consult each other within the Joint Committee provided for in Article 9 of the Agreement and adopt, where appropriate after a scientific meeting possibly at subregional level, and by mutual agreement, measures to ensure the sustainable management of fisheries resources affecting the activities of Community vessels.

*Article 4
Review of fishing opportunities by mutual agreement*

1. The fishing opportunities referred to in Article 1 may be increased by mutual agreement provided that the conclusions of the scientific meeting referred to in Article 3(4) confirm that such an increase will not endanger the sustainable management of Côte d'Ivoire's resources. In this case the financial contribution referred to in Article 2(1) shall be increased proportionately and *pro rata temporis*. However, the total amount of the financial contribution paid by the European Community in respect of the reference tonnage shall not be more than twice the amount of the financial contribution referred to in Article 2(1). Where the quantities caught annually by Community vessels are more than twice 7 000 tonnes (i.e. 14 000 tonnes), the amount due for the quantity exceeding that limit shall be paid the following year.
2. Conversely, if the Parties agree to adopt a reduction in the fishing opportunities provided for in Article 1, the financial contribution shall be reduced proportionately and *pro rata temporis*.
3. The allocation of the fishing opportunities among different categories of vessels may also be reviewed, following consultations and by mutual agreement between the Parties, provided that any changes comply with recommendations made by the scientific meeting referred to in Article 3(4) 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.

Article 5
New and exploratory fishing opportunities

1. Should Community vessels be interested in fishing activities which are not indicated in Article 1, the Community shall consult Côte d'Ivoire in order to seek authorisation for these new activities. Where appropriate, the Parties shall agree on the conditions applicable to these new fishing opportunities and, if necessary, make amendments to this Protocol and to the Annex hereto.
2. The Parties may carry out joint exploratory fishing trips in Côte d'Ivoire's fishing zones, subject to an opinion by the scientific meeting provided for in Article 3(4). 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.
3. The two Parties shall carry out exploratory fishing activities in accordance with scientific and administrative parameters adopted by mutual agreement. The authorisations for exploratory fishing shall be granted for test purposes, for a maximum of two six-month trips, from the date decided by mutual agreement between the two Parties.
4. 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 will be increased as a result.

Article 6
Suspension and review of the payment of the financial contribution
in the event of unusual circumstances

1. Where unusual circumstances, other than natural phenomena, prevent fishing activities in Côte d'Ivoire's exclusive economic zone (EEZ), the European Community may suspend payment of the financial contribution provided for in Article 2(1). The suspension decision shall be taken following consultations between the two Parties within a period of two months following the request of one of the Parties, and provided that the Community has paid in full any amounts due at the time of suspension.
2. Payment of the financial contribution shall resume as soon as the Parties find, by mutual agreement following consultations, that the circumstances preventing fishing activities are no longer present and/or that the situation allows a resumption of fishing activities.
3. Where the validity of the licences granted to Community vessels is suspended along with the payment of the financial contribution, it shall be extended by a period equal to the period during which fishing activities were suspended.

Article 7
Promotion of responsible fishing in Côte d'Ivoire waters

1. 100% of the total amount of the financial contribution fixed in Article 2 shall be allocated each year to the support and implementation of initiatives taken in the context of the sectoral fisheries policy drawn up by the Côte d'Ivoire Government.

Côte d'Ivoire shall manage the corresponding amount following the identification by mutual agreement between the two Parties, in accordance with the current priorities of Côte d'Ivoire's fisheries policy for ensuring sustainable and responsible management of the sector, of the objectives to be attained and the annual and multiannual programming required to attain them, pursuant to paragraph 2 below, in particular as regards monitoring and control, the management of resources, improving health and hygiene conditions in the production of fishery products and strengthening the monitoring capacity of the competent authorities.

2. On a proposal from Côte d'Ivoire and for the purposes of implementing the preceding paragraph, as soon as this Protocol enters into force and no later than three months after that date, the Community and Côte d'Ivoire shall agree, within the Joint Committee provided for in Article 9 of the Agreement, on a multiannual sectoral programme and detailed implementing rules covering, in particular:
 - (a) annual and multiannual guidelines for using the percentage of the financial contribution referred to in paragraph 1 and its specific amounts for the initiatives to be carried out each year;
 - (b) the objectives, both annual and multiannual, to be achieved with a view to promoting responsible fishing and sustainable fisheries, taking account of the priorities expressed by Côte d'Ivoire in its national fisheries policy and other policies relating to or having an impact on the introduction of responsible fishing and sustainable fisheries;
 - (c) criteria and procedures for evaluating the results obtained each year.
3. Any proposed amendments to the multiannual sectoral programme or of the use of the specific amounts for the initiatives to be carried out each year must be approved by both Parties within the Joint Committee.
4. Each year, Côte d'Ivoire shall allocate the share corresponding to the percentage referred to in paragraph 1 with a view to implementing the multiannual programme. For the first year of application of the Protocol, that allocation must be notified to the Community at the time when the multiannual sectoral programme is approved within the Joint Committee. For each year thereafter, Côte d'Ivoire shall notify the Community of the allocation no later than 1 May of the previous year.
5. Where the annual evaluation of the progress made in implementing the multiannual sectoral programme so warrants, the European Community may ask for the amount for the support and implementation of Côte d'Ivoire's sectoral fisheries policy within the financial contribution referred to in Article 2(1) of this Protocol to be readjusted with a view to bringing the actual amount of financial resources allocated to implementation of the programme into line with its results.

Article 8

Disputes – suspension of application of the Protocol

1. Any dispute between the Parties over the interpretation of this Protocol or its application shall be the subject of consultations between the Parties within the Joint Committee provided for in Article 9 of the Agreement, in a special meeting if necessary.

2. Without prejudice to Article 9, application of the Protocol may be suspended at the initiative of one Party 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. In the event of suspension, the Parties shall continue to consult with a view to finding an amicable settlement to their dispute. As soon as an amicable 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 9

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

Subject to Article 6, if the Community fails to make the payments provided for in Article 2, application of this Protocol may be suspended on the following terms:

- (a) the competent Côte d'Ivoire authorities shall notify the European Commission of the non-payment. The Commission shall carry out the requisite checks and, where necessary, transmit the payment within no more than 60 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 Article 2(5) of this Protocol, the competent Côte d'Ivoire authorities shall be entitled to suspend application of the Protocol. They shall inform the European Commission of such action forthwith;
- (c) application of the Protocol shall resume as soon as the payment concerned has been made.

Article 10

National law

The activities of Community vessels operating in Côte d'Ivoire waters shall be governed by the applicable law in Côte d'Ivoire, unless otherwise provided in the Agreement, this Protocol and the Annex and Appendices hereto.

Article 11

Review clause

Following the third anniversary of this Protocol and the Annex thereto, the Parties shall review the application of the Protocol and the Annex thereto and, where appropriate, consult each other within the Joint Committee on any amendments of their provisions. Any such amendments may include the reference tonnage and the standard amounts paid for licences.

Article 12
Repeal

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

Article 13
Entry into force

1. This Protocol with its Annex shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for that purpose.
2. They shall apply with effect from 1 July 2007.

ANNEX

CONDITIONS GOVERNING FISHING ACTIVITIES BY COMMUNITY VESSELS IN CÔTE D'IVOIRE'S FISHING ZONE

Chapter I - Application for and issue of licences

Section 1 *Issue of licences*

1. Only eligible vessels may obtain a licence to fish in Côte d'Ivoire's fishing zone.
2. For a vessel to be eligible, neither the owner, the master nor the vessel itself must be prohibited from fishing in Côte d'Ivoire. They must be in order vis-à-vis the Côte d'Ivoire authorities insofar as they must have fulfilled all prior obligations arising from their fishing activities in Côte d'Ivoire under fisheries agreements concluded with the Community.
3. The relevant Community authorities shall submit (by electronic means) to the Ministry responsible for fisheries in Côte d'Ivoire an application for each vessel wishing to fish or assist in fishing activities under the Agreement at least 30 working days before the date of commencement of the period of validity requested.
4. Applications shall be submitted to the Ministry responsible for fisheries on a form drawn up in accordance with the specimen in Appendix I. The Côte d'Ivoire authorities shall take all the necessary steps to ensure that the data received as part of the licence application are treated as confidential. This data will be used exclusively in the context of the implementation of the Fisheries Agreement.
5. All licence applications shall be accompanied by the following documents:
 - proof of payment of the flat-rate advance for the period of validity of the licence;
 - any other documents or certificates required under the specific rules applicable to the type of vessel concerned pursuant to this Protocol.
6. The fee shall be paid into the account specified by the Côte d'Ivoire authorities in accordance with Article 2(7) of the Protocol.
7. The fees shall include all national and local charges with the exception of port taxes and service charges.
8. Licences for all vessels shall be issued to shipowners or their representatives via the Delegation of the European Commission to Côte d'Ivoire within 15 working days of receipt of all the documents referred to in point 6 by the Ministry responsible for fisheries in Côte d'Ivoire.
9. Licences shall be issued for a specific vessel and shall not be transferable.
10. However, at the request of the European Community and where *force majeure* is proven, a vessel's licence shall be replaced by a new licence for another vessel of the same category as the first vessel, as referred to in Article 1 of the Protocol, with no further fee due. In this

case, the calculation of the catch levels to determine whether an additional payment should be made shall take account of the sum of the total catches of the two vessels.

11. The owner of the first vessel, or his or her representative, shall return the cancelled licence to the Ministry responsible for fisheries in Côte d'Ivoire via the Delegation of the European Commission.
12. The new licence shall take effect on the day that the vessel's owner returns the cancelled licence to the Ministry responsible for fisheries in Côte d'Ivoire. The Delegation of the European Commission to Côte d'Ivoire shall be informed of the licence transfer.
13. The licence must be held on board at all times. 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 Côte d'Ivoire 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 coastal state authorities by the Commission, the vessel shall be entered by the competent Côte d'Ivoire authority on a list of vessels authorised to fish, which shall be notified to the authorities responsible for fisheries inspection. In this case, a certified copy of this list shall be sent to the shipowner and kept on board instead of the fishing licence until the licence has been issued.
14. The two Parties shall seek agreement for the purposes of promoting the introduction of a licence system based exclusively on the electronic exchange of all the information and documents described above. The two Parties shall seek agreement for the purposes of promoting the rapid replacement of the paper licence by an electronic equivalent such as the list of vessels authorised to fish in Côte d'Ivoire's fishing zone.

Section 2

Licence conditions – fees and advance payments

1. Licences shall be valid for a period of one year. They shall be renewable.
2. The fee shall be EUR 35 per tonne caught within Côte d'Ivoire's fishing zone in the case of tuna seiners and surface longliners.
3. Licences shall be issued once the following standard amounts have been paid to the competent national authorities:
 - EUR 3 850 per tuna seiner, equivalent to the fees due for 110 tonnes per year;
 - EUR 1 400 per surface longliner, equivalent to the fees due for 40 tonnes per year.
4. Member States shall inform the European Commission not later than 15 June each year of the tonnages caught during the past year, as confirmed by the scientific institutes referred to in point 5 below.
5. The final statement of the fees due for year n shall be drawn up by the European Commission by 31 July of year n+1 at the latest 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 *Institut de Recherche pour le Développement* (IRD), the *Instituto Español de Oceanografía* (IEO), the *Instituto Português de Investigaçao Maritima* (IPIMAR) and the Côte d'Ivoire *Centre de Recherches Océanologiques* (CRO). It shall be sent via the Delegation of the European Commission.

6. This statement shall be sent simultaneously to the Ministry responsible for fisheries in Côte d'Ivoire and to the shipowners.
7. Any additional payments (for quantities caught in excess of 110 tonnes for tuna seiners and 40 tonnes for longliners) shall be made by the shipowners to the competent Côte d'Ivoire national authorities by 31 August of year n+1, into the account referred to in point 6 of Section 1 of this Chapter, on the basis of EUR 35 per tonne.
8. However, if the amount of the final statement is lower than the advance referred to in point 3 of this Section, the resulting balance shall not be reimbursable to the shipowner.

Chapter II – Fishing zones

1. Community vessels may carry out fishing activities in waters beyond 12 nautical miles from the base lines in the case of tuna seiners and surface longliners.

Chapter III – Catch reporting arrangements

1. For the purposes of this Annex, the duration of a trip by a Community vessel in Côte d'Ivoire's fishing zone shall be defined as follows:
 - the period elapsing between entering and leaving Côte d'Ivoire's fishing zone,
 - or the period elapsing between entering Côte d'Ivoire's fishing zone and a transshipment and/or a landing in Côte d'Ivoire.
2. All vessels authorised to fish in Côte d'Ivoire waters under the Agreement shall be obliged to notify their catches to the Ministry responsible for fisheries in Côte d'Ivoire so that it can check the quantities caught, which shall be validated by the competent scientific institutes in accordance with the procedure referred to in point 4 of Section 2 of Chapter I of this Annex. Catches shall be notified as follows:
 - 2.1 During an annual period of validity of the licence within the meaning of Section 2 of Chapter I of this Annex, declarations shall include the catches made by the vessel during each trip. The original of the declarations shall be transmitted on a physical medium to the Côte d'Ivoire Ministry responsible for fisheries within 45 days following the end of the last trip made during the period. These notifications shall also be made by fax (225 21 35 04 09 or 225 21 35 63 15) or e-mail.
 - 2.2 Vessels shall declare their catches on the corresponding form in the logbook, in accordance with the specimen in Appendix 2. The words "Outside Côte d'Ivoire's fishing zone" shall be entered in the logbook in respect of periods during which the vessel is not in Côte d'Ivoire's fishing zone.
 - 2.3 The forms shall be filled in legibly and signed by the master of the vessel or by his or her legal representative.
 - 2.4. Catch declarations shall be reliable in order to contribute to the monitoring of the evolution of stocks.

3. Where the provisions set out in this Chapter are not complied with, the Government of Côte d'Ivoire reserves the right to suspend the licence of the offending vessel until formalities have been completed and to apply to the shipowner the penalty laid down in current Côte d'Ivoire legislation. The European Commission and the flag Member State shall be informed thereof.
4. The two Parties shall seek agreement for the purposes of promoting a catch reporting system based exclusively on the electronic exchange of all the information and documents described above. The two Parties shall seek agreement for the purposes of promoting the rapid replacement of the written declaration (logbook) by an equivalent in the form of an electronic file.

Chapter V – Embarking seamen

1. Owners of tuna seiners and surface longliners shall employ ACP nationals, subject to the following conditions and limits:
 - for the fleet of tuna seiners, at least 20% of the seamen signed on during the tuna-fishing season in the fishing zone of the third country shall be of ACP origin,
 - for the fleet of surface longliners, at least 20% of the seamen signed on during the fishing season in the fishing zone of the third country shall be of ACP origin.
2. Shipowners shall endeavour to sign on additional seamen of ACP origin.
3. The International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on by Community 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. The employment contracts of ACP seamen shall be drawn up between the shipowners' representative(s) and the seamen and/or their trade unions or representatives. A copy of these contracts shall be given to the signatories. These contracts shall guarantee the seamen the social security cover applicable to them, including life assurance and sickness and accident insurance.
5. The wages of the ACP seamen shall be paid by the shipowners. They shall be fixed by mutual agreement among the shipowners or their representatives and the seamen and/or their trade unions or representatives. However, the wage conditions granted to ACP seamen shall not be lower than those applied to crews from their respective countries and shall under no circumstances be below ILO standards.
6. All seamen employed aboard Community vessels shall report to the master of the vessel designated on the day before their proposed embarkation date. Where a seaman fails to report at the date and time agreed for embarkation, shipowners shall be automatically absolved of their obligation to take the seaman on board.

Chapter VI – Technical measures

Vessels shall comply with the measures and recommendations adopted by ICCAT in the region regarding fishing gear and the technical specifications thereof and all other technical measures applicable to their fishing activities.

Chapter VI – Observers

1. Vessels authorised to fish in Côte d'Ivoire waters under the Agreement shall take on board observers appointed by the competent regional fisheries organisation on the terms set out below.
 - 1.1 At the request of the competent authority, Community vessels shall take on board an observer designated by the authority in order to check catches made in Côte d'Ivoire waters.
 - 1.2 The competent authority shall draw up a list of vessels designated to take an observer on board and a list of the appointed observers. These lists shall be kept up to date. They shall be forwarded to the European Commission as soon as they have been drawn up and every three months thereafter where they have been updated.
 - 1.3 The competent authority shall inform the shipowners concerned, or their representatives, of the name of the observer appointed to be taken on board their vessel at the time the licence is issued, or no later than 15 days before the observer's planned embarkation date.
2. The time spent on board by observers shall be one fishing trip. However, at the express request of the competent Côte d'Ivoire authorities, this embarkation may be spread over several trips according to the average duration of trip for a particular vessel. This request shall be made by the competent authority when the name of the observer appointed to board the vessel in question is notified.
3. The conditions under which observers are taken on board shall be agreed between shipowners or their representatives and the competent authority.
4. Observers shall be taken on board at a port chosen by the shipowner at the beginning of the first voyage in Côte d'Ivoire waters after notification of the list of designated vessels.
5. Within two weeks and giving ten days' notice, the shipowners concerned shall make known at which ports in the subregion and on what dates they intend to take observers on board.
6. Where observers are taken on board in a country outside the subregion, their travel costs shall be borne by the shipowner. Should a vessel with a regional observer on board leave the regional fishing zone, all measures must be taken to ensure the observer's return as soon as possible at the expense of the shipowner.
7. If the observer is not present at the time and place agreed or within the twelve hours following the time agreed, shipowners shall be automatically absolved of their obligation to take the observer on board.

8. Observers shall be treated as officers. Where vessels are operating in Côte d'Ivoire waters, they shall carry out the following tasks:
 - 8.1 observe the fishing activities of the vessels;
 - 8.2 verify the position of vessels engaged in fishing operations;
 - 8.3 perform biological sampling in the context of scientific programmes;
 - 8.4 note the fishing gear used;
 - 8.5 verify the catch data for Côte d'Ivoire waters recorded in the logbook;
 - 8.6 verify the percentages of by-catches and estimate the quantity of discards of species of marketable fish;
 - 8.7 report by any appropriate means fishing data, including the quantity of catches and by-catches on board, to their competent authority.
9. Masters shall do everything in their power to ensure the physical safety and welfare of observers during performance of their duties.
10. 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 logbook and the navigation log, and to those parts of the vessel necessary to facilitate the exercise of their tasks as observer.
11. While on board, observers shall:
 - 11.1 take all appropriate steps to ensure that the conditions of their boarding and presence on the vessel neither interrupt nor hamper fishing operations,
 - 11.2 respect the material and equipment on board and the confidentiality of all documents belonging to the vessel.
12. At the end of the observation period and before leaving the vessel, observers shall draw up an activity report to be transmitted to the competent authorities, with a copy to the European Commission. 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 scientific observer is put ashore.
13. Shipowners shall bear the cost of accommodating observers in the same conditions as the officers, within the confines of the practical possibilities offered by the vessel.
14. The salary and social contributions of the observer shall be borne by the competent authorities.
15. The two Parties shall consult each other, and interested third parties, as soon as possible as regards the definition of a system of regional observers and the choice of the competent regional fisheries organisation. Pending the implementation of a system of regional observers, vessels authorised to fish in Côte d'Ivoire's fishing zone under the Agreement

shall take on board, instead of regional observers, observers designated by the competent Côte d'Ivoire authorities in accordance with the rules set out above.

Chapter VII – Monitoring

1. In accordance with point 13 of Section 1 of Chapter I of this Annex, the European Community shall keep an up-to-date list of the vessels to which a fishing licence has been issued under this Protocol. This list shall be notified to the Côte d'Ivoire authorities responsible for fisheries inspection as soon as it is drawn up and each time it is updated.
2. On receipt of this draft list and of notification of payment of the advance (referred to in point 3 of Section 2 of Chapter I of this Annex) sent to the coastal state authorities by the European Commission, the vessel shall be entered by the competent Côte d'Ivoire authority on a list of vessels authorised to fish, which shall be sent to the authorities responsible for fisheries inspection. In this case, a certified copy of this list shall be sent to the shipowner and kept on board instead of the fishing licence until the licence has been issued.
3. Entering and leaving the zone:
 - 3.1 At least three hours in advance Community vessels shall notify the competent Côte d'Ivoire authorities responsible for fisheries inspection of their intention to enter or leave Côte d'Ivoire's fishing zone; they shall also declare the overall quantities and the species on board.
 - 3.2 When notifying leaving, vessels shall also communicate their position. This information should preferably be communicated by fax (225 21 35 04 09 or 225 21 35 63 15) or e-mail ([.....]) or, for vessels not equipped with a fax or e-mail, by radio (call sign: [.....]).
 - 3.3 Vessels found to be fishing without having informed the competent Côte d'Ivoire authority shall be regarded as vessels in breach of the rules.
 - 3.4 Vessels shall also be informed of the fax and telephone numbers and e-mail address when the fishing licence is issued.
4. Control procedures
 - 4.1 Masters of Community fishing vessels engaged in fishing activities in Côte d'Ivoire waters shall allow and facilitate boarding and the discharge of their duties by any Côte d'Ivoire official responsible for the inspection and control of fishing activities.
 - 4.2. These officials shall not remain on board for longer than is necessary for the discharge of their duties.
 - 4.3. Once the inspection and control has been completed, a certificate shall be issued to the master of the vessel.
5. Satellite monitoring
 - 5.1 All Community vessels fishing under this Agreement shall be subject to satellite monitoring in line with Appendix 3. These provisions shall enter into force on the tenth day following notification by the Government of Côte d'Ivoire to the

Delegation of the European Commission to Côte d'Ivoire of the entry into operation of the Côte d'Ivoire Fisheries Monitoring Centre (FMC).

6. Boarding

6.1 The competent Côte d'Ivoire authorities shall inform the flag State and the European Commission, within no more than 36 hours, of all boardings of and penalties imposed on Community vessels in Côte d'Ivoire waters.

6.2 The flag State and the European Commission shall at the same time receive a brief report of the circumstances and reasons leading to the boarding.

7. Statement of boarding

7.1 After the competent Côte d'Ivoire authority has drawn up a statement, the master of the vessel shall sign it.

7.2 This signature shall not prejudice the rights of the master or any defence which he or she may make to the alleged infringement. If the master refuses to sign this document, he or she shall specify the reasons for doing so in writing and the inspector shall write "refusal to sign" on it.

7.3 The master shall take the vessel to the port indicated by the Côte d'Ivoire authorities. In the case of minor infringements, the competent Côte d'Ivoire authorities may authorise the boarded vessel to continue fishing.

8. Consultation meeting in the event of boarding

8.1 Before any measures regarding the master or the crew of the vessel or any action regarding the cargo and equipment of the vessel are considered, other than those to safeguard evidence relating to the presumed infringement, a consultation meeting shall be held, within one working day of the receipt of the above information, between the European Commission and the competent Côte d'Ivoire authorities, possibly attended by a representative of the Member State concerned.

8.2 At the meeting, the Parties shall exchange any relevant documentation or information helping to clarify the circumstances of the established facts. The shipowner or his or her representative shall be informed of the outcome of the meeting and of any measures resulting from the boarding.

9. Settlement of boarding

9.1 Before any judicial procedure, an attempt shall be made to resolve the presumed infringement through a compromise procedure. This procedure shall end no later than three working days after the boarding.

9.2 In the event of an amicable settlement, the amount of the fine shall be determined in accordance with Côte d'Ivoire legislation.

9.3 If the case cannot be settled by amicable procedure and has to be brought before a competent judicial body, a bank security set to take account of the boarding costs and the fines and compensation payable by the parties responsible for the infringement shall be lodged by the shipowner with a bank specified by the competent Côte d'Ivoire authorities.

9.4 The bank security shall be irrevocable until the legal proceedings have been concluded. It shall be released 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 competent Côte d'Ivoire authorities.

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

- once the obligations arising under the amicable settlement have been fulfilled, or
- when the bank security referred to in point 9.3 has been lodged and accepted by the competent Côte d'Ivoire authorities, pending completion of the legal proceedings.

10. Transhipment

10.1 All Community vessels wishing to tranship catches in Côte d'Ivoire waters shall do so in or off Côte d'Ivoire ports.

10.2 The owners of such vessels must notify the following information to the competent Côte d'Ivoire authorities at least 24 hours in advance:

- the names of the transshipping fishing vessels;
- the names, OMI numbers and flag of the cargo vessels,
- the tonnage by species to be transhipped;
- the day and place of transhipment.

10.3 Transhipment shall be considered as an exit from Côte d'Ivoire's fishing zone. Masters of vessels must submit their catch declarations to the competent Côte d'Ivoire authorities and state whether they intend to continue fishing or leave Côte d'Ivoire's fishing zone.

10.4 Any transhipment of catches not covered above shall be prohibited in Côte d'Ivoire's fishing zone. Any person infringing this provision shall be liable to the penalties provided for by Côte d'Ivoire law.

11. Masters of Community fishing vessels engaged in landing or transhipment operations in a Côte d'Ivoire port shall allow and facilitate the inspection of such operations by Côte d'Ivoire inspectors. Once the inspection has been completed in the port, a certificate shall be issued to the master of the vessel.

APPENDICES

1 – Licence application form

2 – ICCAT logbook

3 – Provisions applicable to the satellite-based vessel monitoring system (VMS) and coordinates of Côte d'Ivoire's fishing zone

Appendix 1

MINISTÈRE DE LA
PRODUCTION ANIMALE

BP V 84 Abidjan
(République de Côte-d'Ivoire)

RÉPUBLIQUE DE
CÔTE D'IVOIRE
UNION-DISCIPLINE-TRAVAIL

APPLICATION FOR A FISHING LICENCE

SECTION A

1. Name of shipowner:
2. Nationality of shipowner:
3. Business address of shipowner:
.....
.....

SECTION B

(to be completed for each vessel)

1. Period of validity:
2. Name of vessel:
3. Year of construction:
4. Flag of origin:
5. Current flag:
6. Date on which current flag was acquired:
7. Year of purchase:
8. Home port and registration number:
9. Areas of operation:
10. Type of fishing:
11. Gross tonnage (GRT):
12. Net tonnage (NRT):
13. Radio call sign:
14. Length overall (metres):
15. Stem (metres):

16. Depth (metres):
17. Hull construction material:
18. Engine power:
19. Speed (knots):
20. Cabins:
21. Capacity of fuel tanks (m³):
22. Capacity of fish holds (m³):
23. Freezing capacity in tonnes/24 hours and system used:
24. Colour of hull:
25. Colour of superstructure:
26. Crew numbers:
27. On-board communication equipment:

| Type | Make | Model | Power (watts) | Year of construction | Frequencies | |
|------|------|-------|---------------|----------------------|-------------|--------------|
| | | | | | Reception | Transmission |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

28. Navigating and sounding equipment:

| Type | Make | Model |
|------|------|-------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

29. Auxiliary boats used (for each vessel):

- 29.1. Gross tonnage:
- 29.2. Length overall (metres):
- 29.3. Stem (metres):
- 29.4. Depth (metres):
- 29.5. Hull construction material:
- 29.6. Engine power:
- 29.7. Speed (knots):
- 30. Auxiliary aerial equipment used to detect fish (even if not installed on board):
.....
- 31. Home port:
- 32. Name of captain:
- 33. Address:
- 34. Nationality of captain:

Attach:

- three colour photocopies showing vessel (side view), auxiliary fishing boats and auxiliary aerial equipment used to detect fish,
- an illustration and detailed description of the fishing gear used,
- a document proving that the representative of the shipowner is empowered to sign this application.

.....

(Date of application)

.....

(Signature of representative of shipowner)

Appendix 3

The two Parties shall consult each other at a later stage within the Joint Committee to lay down the provisions applicable to the satellite-based vessel monitoring system (VMS) and the coordinates of Côte d'Ivoire's fishing zone.

LEGISLATIVE FINANCIAL STATEMENT

1. TITLE OF THE PROPOSAL:

Proposal for a Council Regulation on the conclusion of the Fisheries Partnership Agreement between the European Community and Côte d'Ivoire

2. ABM / ABB FRAMEWORK (ACTIVITY-BASED MANAGEMENT/ESTABLISHMENT OF THE BUDGET)

11. Fisheries

1103. International fisheries agreements

3. BUDGET LINES

3.1 Budget lines:

110301: International fisheries agreements

11010404: International fisheries agreements – Expenditure on administrative management

3.2 Duration of the action and of the financial impact:

The Protocol to the Fisheries Agreement between the European Community and Côte d'Ivoire is due to expire on 30 June 2007. The new Protocol will be valid for six years commencing on 1 July 2007.

The Protocol lays down the financial contribution, the fishing categories and the conditions for fishing by Community vessels in Côte d'Ivoire's fishing zones.

3.3 Budgetary characteristics (add rows if necessary):

| Budget line | Type of expenditure | | New | EFTA contribution | Contributions from applicant countries | Heading in financial perspective |
|-------------|---------------------|------------------------|-----|-------------------|--|----------------------------------|
| 11.0301 | Comp. | Diff. ⁴ | NO | NO | NO | No 2 |
| 11.010404 | Comp. | Non-diff. ⁵ | NO | NO | NO | No 2 |

⁴ Differentiated appropriations.

⁵ Non-differentiated appropriations.

4. SUMMARY OF RESOURCES

4.1 Financial resources

4.1.1 Summary of commitment appropriations (CA) and payment appropriations (PA)

(EUR)

| Type of expenditure | Section No | | | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | Total |
|---------------------|------------|--|--|------|------|------|------|------|------|-------|
|---------------------|------------|--|--|------|------|------|------|------|------|-------|

Operational expenditure⁶

| | | | | | | | | | | |
|--------------------------------|-----|---|----------------|---------|---------|---------|---------|---------|---------|-----------|
| Commitment appropriations (CA) | 8.1 | a | 7 | 595 000 | 595 000 | 595 000 | 595 000 | 595 000 | 595 000 | 3 570 000 |
| Payment appropriations (PA) | | b | See footnote 7 | 595 000 | 595 000 | 595 000 | 595 000 | 595 000 | 595 000 | 3 570 000 |

Other administrative expenditure included in reference amount⁸

| | | | | | | | | | | |
|---|-------|---|--|---|---|---|---|---|--------|--------|
| Technical & administrative assistance (non-diff.) | 8.2.4 | c | | 0 | 0 | 0 | 0 | 0 | 40 000 | 40 000 |
|---|-------|---|--|---|---|---|---|---|--------|--------|

TOTAL REFERENCE AMOUNT

| | | | | | | | | | | |
|---------------------------|--|-------|----------------|---------|---------|---------|---------|---------|---------|-----------|
| Commitment appropriations | | a + c | See footnote 7 | 595 000 | 595 000 | 595 000 | 595 000 | 595 000 | 635 000 | 3 610 000 |
| Payment appropriations | | b + c | See footnote 7 | 595 000 | 595 000 | 595 000 | 595 000 | 595 000 | 635 000 | 3 610 000 |

Other administrative expenditure not included in reference amount⁹

| | | | | | | | | | | |
|--|-------|---|--|--------|--------|--------|--------|--------|--------|---------|
| Human resources and associated expenditure | 8.2.5 | d | | 46 800 | 46 800 | 46 800 | 46 800 | 46 800 | 46 800 | 280 800 |
|--|-------|---|--|--------|--------|--------|--------|--------|--------|---------|

⁶ Expenditure that does not fall within Chapter 11 01 of the Title 11 concerned.

⁷ According to the Protocol, the fishing opportunities may be increased by mutual agreement provided that the conclusions of the scientific meeting confirm that such an increase will not endanger the sustainable management of Côte d'Ivoire's resources. In this case the financial contribution is to be increased proportionately and *pro rata temporis*. However, the total annual amount paid by the Community may not be more than twice the amount indicated in Article 2(3) of the Protocol (EUR 1 190 000). Where the quantities caught by Community vessels exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid the following year (subject to budget availability).

⁸ Expenditure within Chapter 11 01 04 of Title 11.

⁹ Expenditure within Chapter 11 01 other than Article 11 01 04.

| | | | | | | | | | | |
|--|-------|---|--|--------|--------|--------|--------|--------|--------|---------|
| (non-diff.) | | | | | | | | | | |
| Administrative costs other than human resources and associated expenditure, not included in reference amount | 8.2.6 | e | | 25 000 | 25 000 | 25 000 | 25 000 | 25 000 | 25 000 | 150 000 |

Total indicative cost of action

| | | | | | | | | | | |
|--|--|---------------------------------|----------------|---------|---------|---------|---------|---------|---------|-----------|
| Total CA including cost of human resources | | a + c + d + e | See footnote 7 | 666 800 | 666 800 | 666 800 | 666 800 | 666 800 | 706 800 | 4 040 800 |
| Total PA including cost of human resources | | b + c + d + e | See footnote 7 | 666 800 | 666 800 | 666 800 | 666 800 | 666 800 | 706 800 | 4 040 800 |

Part-financing details: no part-financing

(EUR)

| Part-financing body | | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | Total |
|--|-------------------|---------|---------|---------|---------|---------|---------|-----------|
| | f | | | | | | | |
| TOTAL including CA part-financing | a + c + d + e + f | 666 800 | 666 800 | 666 800 | 666 800 | 666 800 | 706 800 | 4 040 800 |

4.1.2 Compatibility with financial programming

- Proposal is compatible with existing financial programming.
- Proposal will entail reprogramming of the relevant heading in the financial perspective.

- Proposal may require application of the provisions of the Interinstitutional Agreement¹⁰ (i.e. flexibility instrument or revision of the financial perspective).

4.1.3 Financial impact on revenue

- Proposal has no financial impact on revenue
- Proposal has financial impact – the effect on revenue is as follows:

Note: All details and observations relating to the method of calculating the effect on revenue should be shown in a separate annex.

EUR million (to one decimal place)

| Budget line | Revenue | Prior to action [Year n-1] | Situation following action | | | | | |
|-------------|-------------------------------|----------------------------|----------------------------|---------|---------|---------|---------|--|
| | | | [Year n] | [n + 1] | [n + 2] | [n + 3] | [n + 4] | |
| | a) Revenue in absolute terms | | | | | | | |
| | b) Change in Δ revenue | | | | | | | |

(Please specify each budget line involved, adding the appropriate number of rows to the table if there is an effect on more than one budget line.)

4.2. Human Resources, FTE (including officials, temporary and external staff) – see details under point 8.2.1.

| Annual requirements | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 |
|---------------------------------|------|------|------|------|------|------|
| Total number of human resources | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 |

5. CHARACTERISTICS AND OBJECTIVES

5.1 Need to be met in the short or long term

The previous Protocol to the Fisheries Agreement between the European Community and Côte d'Ivoire is due to expire on 30 June 2007. The new Protocol covers the period from 1 July 2007 to 30 June 2013.

The main objective of the new Fisheries Partnership Agreement (FPA) is to strengthen cooperation between the European Community and Côte d'Ivoire, thereby creating a partnership framework within which to develop a sustainable fisheries

¹⁰ See points 19 and 24 of the Interinstitutional Agreement.

policy and sound exploitation of fisheries resources in Côte d'Ivoire's fishing zone. The main elements of the new Protocol are:

- Fishing opportunities: 25 tuna seiners, 15 surface longliners allocated as follows (based on the allocation method used in the previous Protocol, the applications by the Member States and the historical rates of utilisation by Member State and by category), i.e.:
 - tuna seiners: France: 10, Spain: 15
 - surface longliners: Spain: 10, Portugal: 5;
- Annual reference tonnage: 7 000 tonnes of tuna;
- Annual financial contribution: EUR 595 000;
- Advances and fees payable by shipowners¹¹: EUR 35 for seiners and longliners per tonne of tuna caught in Côte d'Ivoire's fishing zone. The annual advances are fixed at EUR 3 850 per tuna seiner and longliner, and EUR 1 400 per pole-and-line tuna vessel.

5.2 Value-added of Community involvement and coherence of the proposal with other financial instruments and possible synergy

Regarding this new FPA, if the Community does not act, then private agreements will spring up which would not guarantee sustainable fisheries. The Community therefore hopes that, thanks to this FPA, Côte d'Ivoire will cooperate effectively with the Community in regional bodies such as the International Commission for the Conservation of Atlantic Tunas (ICCAT), in the fight against illegal fishing and for the proper management of stocks of highly migratory species.

5.3. Objectives, expected results and related indicators of the proposal in the context of the ABM framework

The negotiation and conclusion of fishing agreements with third countries meets the general objective of maintaining and safeguarding the traditional fishing activities of the Community fleet, including the distant-water fleet, and developing relations in a spirit of partnership with a view to strengthening the sustainable exploitation of fisheries resources outside Community waters, taking account of environmental, social and economic concerns.

The following indicators will be used in the context of the ABM for the purposes of monitoring implementation of the Agreement:

- monitoring the utilisation rate of the fishing opportunities;
- gathering and analysing data on catches and the commercial value of the Agreement;
- contribution to employment and value-added in the Community;
- contribution to stabilising the Community market;

¹¹ Advances and fees payable by the shipowners do not have an impact on the Community budget.

- contribution to the general objectives of reducing poverty in Côte d'Ivoire, including the contribution to employment, development of infrastructure and support for the state budget;
- number of technical meetings and meetings of the Joint Committee.

5.4 Method of implementation (indicative)

- X Centralised management
- X Directly by the Commission

6. MONITORING AND EVALUATION

6.1 Monitoring system

The Commission (DG FISH, in collaboration with the Delegation of the European Commission to Côte d'Ivoire in Abidjan) will ensure regular monitoring of implementation of this Agreement, particularly in terms of its use by operators and catch data.

6.2 Assessment

A thorough evaluation was carried out on the 2004-07 Protocol, ending in October 2006, with the assistance of a consortium of independent consultants, with a view to the launch of negotiations on a new Protocol.

6.2.1 *Ex-ante evaluation*

The evaluation identified the following points of interest for the Community:

- by meeting the needs of the European fleets, the Fisheries Agreement with Côte d'Ivoire helps support the viability of the Community's tuna industries which are dependent on purse seine fishing in the Atlantic Ocean;
- the Protocol is believed to contribute to the viability of European industries by offering Community vessels and the industries which depend on them a stable legal environment and medium-term visibility.

As regards Côte d'Ivoire's interests under the Agreement, the main conclusions of the evaluation were:

- the Fisheries Agreement helps strengthen the viability of enterprises in the Abidjan tuna sector by giving them a degree of legal security and medium-term prospects;
- the Fisheries Agreement also impacts on the viability of Côte d'Ivoire fisheries at the level of associated sectors in Abidjan.

In addition to the direct commercial value of the catches for the vessels involved the Agreement yields the following manifest benefits:

- guaranteed jobs on board fishing vessels;

- multiplier effect on employment: in ports, auction markets, processing factories, shipyards, service enterprises etc.;
- location of these jobs in regions where there are no other employment possibilities;
- contribution to the supply of fish to the Community.

- Added value of Community involvement:

The existence of a Community Agreement, which imposes a binding regulatory framework on both Parties, guarantees the sound management of fish stocks, which is not always the case with private agreements. The Fisheries Agreement also creates jobs for seamen from the European Community and the third country. Moreover, the Fisheries Agreement guarantees a substantial share of resources to the sectoral fisheries policy in Côte d'Ivoire.

- Risks and alternative options:

There is some risk in setting up a fisheries protocol, for example the amounts intended to finance the sectoral fisheries policy and shipowners' fees might not be allocated as agreed (fraud), foreign fleets might ignore licences and other controls. In order to avoid these risks, it would be desirable to enhance checks on revenue and expenditure, improve maritime control activities, strengthen satellite monitoring (VMS), finance measures for local fishermen, etc.

6.2.2 *Ex-ante estimate of the economic value of the Agreement and the Community's financial contribution*

The financial contribution granted by the Community under this new Fisheries Partnership Agreement is a single allocation established on the basis of an annual financial envelope of EUR 595 000 for the 2007-13 Protocol.

6.2.3 *Measures taken following an intermediate/ex-post evaluation (lessons learned from similar experiences in the past)*

The evaluation report recommends that the reference tonnage be reduced slightly to 7 000 tonnes. It also recommends negotiating access for around 25 vessels (instead of 34) thereby taking account (i) of the actual decrease in the seiner fleet since 2002, and (ii) of the probabilities that some seiners will return to the Atlantic Ocean. As regards longliners, it recommends maintaining fishing opportunities at around current levels so that the vessels concerned can find fishing zones if needed.

The new Agreement contains overall financial support for implementing initiatives taken in the context of the sectoral fisheries policy drawn up by the Government of Côte d'Ivoire. The Community and the Government of Côte d'Ivoire must agree on a multiannual sectoral programme relating to this financial support (100% of the total financial contribution). This programming will be carried out by means of a strong and permanent dialogue between the Parties.

6.2.4 *Terms and frequency of future evaluation*

Following on from the study finalised in October 2006 (cf. point 6.2), in order to ensure sustainable fishing in the region, an evaluation of the economic, social and environmental impact will be made each time a protocol is renewed in the future. The indicators listed in point 5.3 will be used to carry out an *ex-post* evaluation.

7. ANTI-FRAUD MEASURES

The use to which the financial contribution paid by the Community under the Agreement is put is entirely at the discretion of the sovereign third country concerned.

Nevertheless, the Commission undertakes to try and establish permanent political dialogue and cooperation with a view to improving the management of the Protocol and strengthening the Community's contribution to the sustainable management of resources.

In any case, any payment which the Commission makes under a Fisheries Agreement is subject to its standard rules and budgetary and financial procedures. This makes it possible, in particular, to fully identify the bank accounts of the third countries into which the financial contribution is paid.

8. DETAILS OF RESOURCES

8.1 Objectives of the proposal in terms of their financial cost

| (Headings of objectives, actions and outputs should be provided) | | 2008 | | 2009 | | 2010 | | 2011 | | 2012 | | 2013 | | TOTAL | |
|--|------------------|-------------------|------------------------------|-------------------|------------------------------|-------------------|------------------------------|-------------------|------------------------------|-------------------|------------------------------|-------------------|------------------------------|-------------------|------------|
| | | Number of outputs | Total cost for the Community | Number of outputs | Total cost for the Community | Number of outputs | Total cost for the Community | Number of outputs | Total cost for the Community | Number of outputs | Total cost for the Community | Number of outputs | Total cost for the Community | Number of outputs | Total cost |
| OPERATIONAL OBJECTIVE No 1 ¹² : To obtain fishing opportunities in exchange for a financial contribution | | | | | | | | | | | | | | | |
| Action 1 | | | | | | | | | | | | | | | |
| - Output 1 | Vessels/licences | 40 | 455 000 | 40 | 455 000 | 40 | 455 000 | 40 | 455 000 | 40 | 455 000 | 40 | 455 000 | 240 | 2 730 000 |
| | Quota | 7 000 t | | 7 000 t | | 7 000 t | | 7 000 t | | 7 000 t | | 7 000 t | | 42 000 t | |
| OPERATIONAL OBJECTIVE No 2: specific amount per year for the support and implementation of initiatives taken in the context of Côte d'Ivoire's sectoral fisheries policy | | | | | | | | | | | | | | | |
| Action 2 | | | | | | | | | | | | | | | |

¹²

As described in point 5.3.

| | | | | | | | | | | | | | | | |
|--------------------------------|--|--|---------|--|---------|--|---------|--|---------|--|---------|--|---------|--|-----------|
| - Output 2 | | | 140 000 | | 140 000 | | 140 000 | | 140 000 | | 140 000 | | 140 000 | | 840 000 |
| TOTAL COST¹³ | | | 595 000 | | 595 000 | | 595 000 | | 595 000 | | 595 000 | | 595 000 | | 3 570 000 |

¹³ According to the Protocol, the fishing opportunities may be increased by mutual agreement provided that the conclusions of the scientific advice confirm that such an increase will not endanger the sustainable management of Côte d'Ivoire's resources. In this case the financial contribution is to be increased proportionately and *pro rata temporis*. However, the total annual amount paid by the Community may not be more than twice the amount indicated in Article 2(3) of the Protocol (EUR 1 190 000). Where the quantities caught by Community vessels exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid the following year (subject to budget availability).

8.2 Administrative expenditure

Needs in human and administrative resources will be met inside the appropriation allocated to the managing DG within the framework of the annual allocation procedure.

8.2.1 Number and type of human resources

| Types of post | | Staff to be assigned to management of the action using existing and/or additional resources (number of posts/FTEs) | | | | | |
|--|-------------|--|-------------|-------------|-------------|-------------|-------------|
| | | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 |
| Officials and temporary staff ¹⁴ (11 01 01) | A*/AD | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| | B*, C*/AS T | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| Staff financed ¹⁵ by Art. 11 01 02 | | | | | | | |
| Other staff financed ¹⁶ by Art. 11 01 04 04 | | | | | | | |
| TOTAL | | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 |

8.2.2 Description of tasks deriving from the action

- Assisting the negotiator to prepare and conclude the negotiation of fisheries agreements:
 - taking part in negotiations with third countries to conclude fisheries agreements;
 - preparing draft evaluation reports and negotiation strategy notes for the Commissioner;
 - presenting and defending the Commission's position in the Council's Working Party on External Fisheries;
 - taking part in the search for a compromise with the Member States to be included in the final text of the Agreement.
- Controlling the implementation of agreements:
 - daily monitoring of fisheries agreements;

¹⁴ Cost of which is NOT covered by the reference amount.

¹⁵ Cost of which is NOT covered by the reference amount.

¹⁶ Cost of which is included in the reference amount.

- preparing and checking the commitment and payment of the financial contribution and targeted measures or financing for the development of responsible fishing;
- regular reporting on the implementation of agreements;
- evaluating agreements: scientific and technical aspects;
- preparing the draft proposal for a Council Regulation and Decision and drafting the text of the Agreement;
- launching and monitoring adoption procedures.
- Technical assistance:
 - preparing the Commission's position for the Joint Committee.
- Inter-institutional relations:
 - representing the Commission before the Council, the European Parliament and the Member States in the negotiation process;
 - writing the replies to oral and written questions from the European Parliament.
- Interdepartmental consultation and coordination:
 - liaising with the other Directorates-General on matters relating to the negotiation and monitoring of agreements;
 - organising and responding to interdepartmental consultations.
- Evaluation:
 - taking part in updating the impact assessment;
 - analysing the achieved objectives and evaluation indicators.

8.2.3 Sources of human resources (statutory)

(When more than one source is stated, please indicate the number of posts originating from each of the sources)

- Posts currently allocated to the management of the programme to be replaced or extended
- Posts pre-allocated within the SPA/PDB exercise for year 2006
- Posts to be requested in the next SPA/PDB procedure
- Posts to be redeployed using existing resources within the managing service (internal redeployment)

- Posts required for year n although not foreseen in the SPA/PDB exercise of the year in question

8.2.4 Other administrative expenditure included in reference amount

(11 01 04/05 – Expenditure on administrative management)

(EUR)

Budget line: 11010404

TOTAL

(number and heading) 2008 2009 2010 2011 2012 2013

| | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | TOTAL |
|---|------|------|------|------|------|---------------|---------------|
| 1. Technical and administrative assistance (including related staff costs) | | | | | | | |
| Executive agencies ¹⁷ | | | | | | | |
| Other technical and administrative assistance: | | | | | | | |
| - <i>intra muros</i> | | | | | | | |
| - <i>extra muros (I)</i> ^o | | | | | | 40000 | 40000 |
| Total technical and administrative assistance | | | | | | 40 000 | 40 000 |

(1) *Ex-post* evaluation of the current Protocol and *ex-ante* evaluation of the future Protocol.

8.2.5 Financial cost of human resources and associated costs not included in the reference amount

| Type of human resources | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | TOTAL |
|--|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Officials and temporary staff (11 01 01) | 46 800 | 46 800 | 46 800 | 46 800 | 46 800 | 46 800 | 280 800 |
| Staff financed by Art. XX 01 02 (auxiliary, END, contract staff, etc.) (specify budget line) | | | | | | | |
| Total cost of human resources and associated costs (NOT included in the reference amount) | 46 800 | 46 800 | 46 800 | 46 800 | 46 800 | 46 800 | 280 800 |

¹⁷ Reference should be made to the specific legislative statement for the Executive Agency/Agencies concerned.

Calculation – Officials and contract staff

Reference should be made to Point 8.2.1, if applicable

- 1A = EUR 117 000*0.25 = EUR 29 250

1B = EUR 117 000*0.075 = EUR 8 775

1C = EUR 117 000*0.075 = EUR 8 775

Subtotal: EUR 46 800 (EUR 0.0468 million per year)

Total: EUR 46 800 per year (EUR 0.0468 million per year)

Calculation – Staff financed under Article XX 01 02

Reference should be made to Point 8.2.1, if applicable

8.2.6 *Other administrative expenditure not included in reference amount*

| | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | TOTAL |
|---|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| 11 01 02 11 01 – Missions | 15 000 | 15 000 | 15 000 | 15 000 | 15 000 | 15 000 | 90 000 |
| 11 01 02 11 02 – Meetings and conferences | | | | | | | |
| XX 01 02 11 03 – Committees ¹⁸ | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 60 000 |
| XX 01 02 11 04 – Studies and consultations | | | | | | | |
| XX 01 02 11 05 – Information systems | | | | | | | |
| 2. Total other management expenditure (XX 01 02 11) | | | | | | | |
| 3. Other expenditure of an administrative nature (specify including reference to budget line) | | | | | | | |
| Total administrative expenditure, other than human resources and associated costs (NOT included in reference amount) | 25 000 | 25 000 | 25 000 | 25 000 | 25 000 | 25 000 | 150 000 |

¹⁸ Specify the type of committee and the group to which it belongs.

