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Proposal for a

COUNCIL REGULATION

concerning the conclusion of the Protocol establishing the fishing opportunities and the compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea-Bissau on fishing off the coast of Guinea-Bissau for the period 16 June 2001 to 15 June 2006

(presented by the Commission)

EXPLANATORY MEMORANDUM

The Protocol to the Fisheries Agreement between the European Community and the Government of the Republic of Guinea-Bissau expired on 15 June 2001. A new Protocol was initialled by both parties on 30 May 2001 fixing the technical and financial conditions governing the fishing activities of Community vessels in Guinea-Bissau waters for the period 16 June 2001 to 15 June 2006.

The Commission proposes, on this basis, that the Council adopt by Regulation the Protocol establishing the fishing opportunities and the related technical and financial conditions agreed between the European Community and Guinea-Bissau for the period 16 June 2001 to 15 June 2006.

A proposal for a Council Decision on the provisional application of the new Protocol pending its definitive entry into force is subject to a separate procedure.

Proposal for a

COUNCIL REGULATION

concerning the conclusion of the Protocol establishing the fishing opportunities and the compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea-Bissau on fishing off the coast of Guinea-Bissau for the period 16 June 2001 to 15 June 2006

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) In accordance with the Agreement between the European Economic Community and the Government of the Republic of Guinea-Bissau on fishing off the coast of Guinea-Bissau³, the two parties conducted negotiations to determine any amendments or additions to be made to the Agreement at the end of the period of application of the Protocol annexed thereto.
- (2) As a result of those negotiations, a new Protocol establishing the fishing opportunities and the compensation provided for in the above Agreement for the period from 16 June 2001 to 15 June 2006 was initialled on 30 May 2001.
- (3) It is in the Community's interest to approve that Protocol.
- (4) The method of allocating the fishing opportunities among the Member States should be defined on the basis of the traditional allocation of fishing opportunities under the Fisheries Agreement,

HAS ADOPTED THIS REGULATION:

Article 1

The Protocol establishing the fishing opportunities and the compensation provided for in the Agreement between the European Economic Community and the Government of the Republic

¹ OJ C , , p. .

² OJ C , , p. .

³ OJ L 226, 29.8.1980, p. 33.

of Guinea-Bissau on fishing off the coast of Guinea-Bissau for the period 16 June 2001 to 15 June 2006 is hereby approved on behalf of the Community.

The text of the Protocol is attached to this Regulation.

Article 2

The fishing opportunities provided for in the Protocol shall be allocated among the Member States as follows:

(a) shrimps:

Italy	4 000 GRT
Spain	2 400 GRT
Portugal	3 200 GRT

(b) fin-fish/cephalopods:

Spain	2 000 GRT
Italy	500 GRT
Greece	300 GRT

(c) tuna seiners:

Spain	20 vessels
France	19 vessels
Italy	1 vessel

(d) surface longliners and pole-and-line vessels:

Spain	25 vessels
France	6 vessels
Portugal	5 vessels

If licence applications from these Member States do not cover all the fishing opportunities fixed by the Protocol, the Commission may consider licence applications from any other Member State.

Article 3

The Member States whose vessels are fishing under this Protocol are obliged to notify the Commission of the quantities of each stock taken in Guinea-Bissau's fishing zone in accordance with the arrangements laid down in Commission Regulation (EC) No 500/2001 of 14 March 2001⁴.

Article 4

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

Article 5

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

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

Done at Brussels,

For the Council
The President

⁴ OJ L 73, 15.3.2001, p. 8.

PROTOCOL

establishing the fishing opportunities and the compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea-Bissau on fishing off the coast of Guinea-Bissau for the period 16 June 2001 to 15 June 2006

Article 1

For a period of five years from 16 June 2001, the fishing opportunities granted pursuant to Article 4 of the Agreement shall be as follows:

- (1) (a) freezer shrimp trawlers: 9 600 gross registered tonnes (GRT) per year;
(b) freezer fin-fish and cephalopod trawlers: 2 800 gross registered tonnes per year;
- (2) freezer tuna seiners: 40 vessels;
- (3) pole-and-line tuna vessels and surface longliners: 36 vessels.

Article 2

- (1) For the first three years of application of the Protocol, the compensation provided for in Article 9 of the Agreement shall be fixed at EUR 10 000 000 annually (EUR 9 000 000 of financial compensation, payable no later than 15 January 2002 for the first year and after the anniversary date of the Protocol in the following years, and EUR 1 000 000 for the measures provided for in Article 4 of this Protocol).
- (2) For the final two years of application of the Protocol, the compensation provided for in Article 9 of the Agreement shall be fixed at EUR 10 500 000 annually (EUR 9 500 000 of financial compensation and EUR 1 000 000 for the measures provided for in Article 4 of this Protocol).
- (3) The Government of the Republic of Guinea-Bissau shall have full discretion regarding the use to which the financial compensation is put.
- (4) The financial compensation shall be paid into an account specified by the Government of the Republic of Guinea-Bissau and opened with the Public Treasury.

Article 3

The two parties undertake to promote responsible fishing in Guinea-Bissau waters based on the principle of non-discrimination between the different fleets fishing in these waters.

During the period covered by this Protocol, the Community and the Guinea-Bissau authorities shall follow the evolution of resources in Guinea-Bissau's fishing zone. A joint scientific meeting shall be held annually in Brussels or Bissau to that end.

Based on the conclusions of the annual scientific meeting and the best available scientific advice, the two parties shall consult each other within the Joint Committee provided for in Article 11 of the Agreement and, where necessary and by common agreement, take measures to ensure the sustainable management of fisheries resources.

Should the above measures involve a reduction in the fishing opportunities granted under this Protocol, the compensation shall be adjusted.

At the request of the Community, the fishing opportunities granted under this Protocol may be increased by successive instalments of 1 000 GRT per year, if resources permit. In such cases, the compensation referred to in Article 2 shall be increased proportionately, *pro rata temporis*.

Article 4

The measures set out below shall be financed from the compensation provided for in Article 2(1), as follows:

- (a) financing of a Guinea-Bissau scientific or technical programme to improve information on fisheries resources and the monitoring of the evolution of resources in Guinea-Bissau's fishing zone and the functioning of the fisheries research laboratory, in particular as regards the improvement of health and hygiene conditions in the fisheries sector: EUR 200 000 per year;
- (b) awards for study and practical training in the various scientific, technical and economic disciplines relating to fisheries. The awards may also be used in any State linked with the Community by a cooperation agreement. The total cost of the awards may not exceed EUR 150 000 per year. At the request of the Guinea-Bissau authorities, part of that sum may be used to cover the costs of participation in international meetings or training courses concerning fisheries or the organisation of seminars on fishing in Guinea-Bissau. This sum shall be paid into the account specified by the competent national authorities, who shall administer all the study awards and other activities financed in this way;
- (c) support for investments in the small-scale fishing sector: EUR 250 000 per year;
- (d) fisheries surveillance, including setting up a satellite vessel monitoring system (VMS): EUR 300 000 per year;
- (e) institutional support for the Ministry of Fisheries: EUR 60 000 per year;
- (f) technical assistance to set up and monitor the above measures, the content and arrangements for which shall be defined by common agreement between the two parties: EUR 40 000 per year.

The measures shall be decided on by the competent national authorities on the basis of an action programme, which shall be sent to the Commission of the European Communities for information before the first payment.

Article 5

The amounts referred to in Article 4(a), (c), (d), (e), and (f) shall be made available to the competent Guinea-Bissau authorities and bodies no later than 15 January 2002 for the first year and after the anniversary date of the Protocol for the following years, and shall be paid into the bank accounts of the competent Guinea-Bissau authorities according to the schedule for their use.

The amounts referred to in Article 4(b) shall be payable as they are used.

The competent national authorities shall transmit an annual report on the implementation of these measures and the results achieved, and on any difficulties encountered, to the Delegation of the European Commission in Guinea-Bissau, not later than three months after the anniversary date of the Protocol. This report shall include information on the implementation of training measures financed by the payments from shipowners provided for in point E.3 of the Technical Annex.

The European Community reserves the right to ask the competent national authorities for any additional information on the results and, where applicable, to reconsider the payments concerned should the measures not be implemented.

Article 6

Should the Community fail to make the payments provided for in Articles 2 and 4, Guinea-Bissau reserves the right to suspend the application of this Protocol.

Article 7

Where severe circumstances not attributable to natural phenomena prevent fishing activities in Guinea-Bissau's exclusive economic zone, the European Community may suspend payment of the compensation during the period when fishing is prevented following prior consultations, where possible, between the two parties.

Payment of the compensation shall recommence once the situation returns to normal and following consultation between the two parties confirming that the situation is likely to allow a return to normal fishing activities.

Article 8

The Annex to the Agreement between the European Economic Community and the Government of the Republic of Guinea-Bissau on fishing off the coast of Guinea-Bissau is hereby repealed and replaced by the Annex hereto.

Article 9

This Protocol with its Annexes shall enter into force on the date on which the parties notify each other of the completion of the procedures necessary for that purpose.

It shall apply from 16 June 2001.

ANNEX

CONDITIONS GOVERNING THE PURSUIT OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN GUINEA-BISSAU'S FISHING ZONE

1. LICENCE APPLICATION AND ISSUING FORMALITIES

- 1.1. The competent European Community authorities shall present to the Ministry of Fisheries of the Republic of Guinea-Bissau, via the Delegation of the European Commission in Guinea-Bissau, an application for each vessel wishing to fish under the Agreement, at least 20 days before the date of commencement of the requested term of validity.

Applications shall be made on the forms provided for that purpose by the Government of the Republic of Guinea-Bissau, a specimen of which is attached (Appendix 1).

- 1.2. Licence applications shall be accompanied by proof of payment of the fee for the licence's term of validity, the amount laid down in 6.2 below and, in the case of freezer trawlers, a copy of the document drawn up by the Member State certifying the vessel's tonnage in GRT. The fee shall be paid into the account specified by the Guinea-Bissau authorities. The original of the licence shall be issued to the master of the vessel or to his representative.

Should a licence application be made in respect of a vessel which has already had a licence under this Protocol and the technical characteristics of which remain unchanged, this application shall be presented to the Ministry of Fisheries via the Delegation of the European Commission in Bissau, accompanied only by the proof of payment of the fee for the periods in question. The Ministry of Fisheries shall authorise the new licence, entering details of the first licence application submitted under the Protocol in force.

- 1.3. The Delegation of the European Commission in Bissau shall be notified of each licence issued.

- 1.4. The fees shall include all national and local charges except for port charges.

- 1.5. The following twelve-month periods shall be used for determining the validity of the licences:

first period:	16 June 2001 to 31 December 2001
second period:	1 January to 31 December 2002
third period:	1 January to 31 December 2003
fourth period:	1 January to 31 December 2004
fifth period:	1 January to 31 December 2005
sixth period:	1 January to 15 June 2006

No licence may begin during a twelve-month period and end during the following twelve-month period.

- 1.6. Licences shall be issued for specific vessels and shall not be transferable. 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 whose features are similar to those of the first vessel. If the gross registered tonnage (GRT) of the replacement vessel is above that of the vessel to be replaced, the difference in fee must be paid *pro rata temporis*.

The new licence shall take effect on the day that the vessel's owner returns the cancelled licence to the Ministry of Fisheries of the Republic of Guinea-Bissau. The Delegation of the European Commission in Bissau shall be informed of the licence transfer.

- 1.7. Provisions applicable to freezer trawlers

- 1.7.1. Licences must be kept on board at all times.

- 1.7.2. Before licences are issued, vessels must put into the port of Bissau once in each twelve-month period so that the inspection required under the regulations can be carried out. This inspection shall be carried out exclusively by duly authorised persons and must be effected within 48 working hours of arrival of the vessel in port if arrival has been announced at least 72 hours in advance. If the licence is not issued within the 48-hour limit for reasons ascribable to the Ministry of Fisheries, any costs arising shall be borne by the latter. If the vessel remains in port after the licence is issued, the shipowner shall bear the relevant costs and charges.

Should a new licence be allocated in that same twelve-month period, vessels whose technical characteristics remain unchanged shall not be required to undergo inspection or to put into the port. However, any costs arising from the issuing of the licence shall be borne by the shipowner.

- 1.7.3. Article 4(3) of the Agreement notwithstanding, licences shall be issued for three, six or twelve months and shall be renewable. Utilisation of the fishing opportunities granted under Article 1 of the Protocol shall be calculated with regard to the term of validity of licences. In the first and last twelve-month periods, licences shall be payable in proportion to their term of validity.

- 1.7.4. The fees payable by shipowners shall be as follows in EUR per GRT:

- for annual licences:
197 for fin-fish trawlers,
219 for cephalopod trawlers,
279 for shrimp trawlers;
- for six-month licences:
102 for fin-fish trawlers,
113 for cephalopod trawlers,
144 for shrimp trawlers;
- for three-month licences:
52 for fin-fish trawlers,
58 for cephalopod trawlers,
73 for shrimp trawlers.

These fees shall be increased by 5% as from the fourth twelve-month period of application of the Protocol.

- 1.7.5 As an alternative to the compulsory landing at market prices provided for under point 4, the supplementary fees for shipowners opting not to land fish shall be as follows:

EUR 7/GRT for three-month licences,

EUR 14/GRT for six-month licences,

EUR 23/GRT for annual licences.

- 1.8. Provisions applicable to licences for tuna vessels and surface longliners

- 1.8.1. Licences must be held on board at all times; however, once the Commission of the European Communities has informed the Guinea-Bissau authorities that the advance payment has been made, the latter shall enter the vessel in question in the register of vessels authorised to fish that is sent to the Guinea-Bissau surveillance authorities. Pending receipt of the original of the licence, a copy of the licence that has been drawn up may be issued by fax to be held on board the vessel.

- 1.8.2. Licences shall cover twelve-month periods. The fees shall be EUR 25 per tonne caught within Guinea-Bissau's fishing zone.

- 1.8.3. Licences shall be issued following payment to the competent national authorities of a lump sum of EUR 2 250 per year for each tuna seiner, EUR 375 per year for each pole-and-line tuna vessel and EUR 625 per year for each surface longliner, covering the fees for:

- 90 tonnes of tuna caught per year in the case of seiners,
- 15 tonnes caught per year in the case of pole-and-line tuna vessels,
- 25 tonnes caught per year in the case of surface longliners.

- 1.8.4. The final statement of the fees due for the fishing year shall be drawn up by the Commission of the European Communities at the end of each calendar year on the basis of the catch declarations made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data (ORSTOM and IEO). The statement shall be forwarded to the Ministry of Fisheries and to the shipowners at the same time. Any additional payments shall be made by the shipowners to the competent Guinea-Bissau authorities by 31 May of the following year at the latest, into the account referred to in 1.2 above. However, if the final statement is lower than the abovementioned advance, the resulting balance shall not be reimbursed.

2. CATCH DECLARATIONS

All Community vessels authorised under the Agreement to fish in Guinea-Bissau's fishing zone are required to forward a declaration of their catches to the Ministry of Fisheries, with a copy to the Delegation of the European Commission in Guinea-Bissau, in accordance with the following:

- for trawlers a declaration shall be made out according to the specimen annexed hereto (Appendix 2). The declarations shall be drawn up each month and presented at least once each quarter;

- for tuna seiners, pole-and-line tuna vessels and surface longliners, a fishing log shall be kept, in accordance with Appendix 3, for the fishing periods spent in Guinea-Bissau's fishing zone. The form must be sent every six months to the Ministry of Fisheries via the Delegation of the European Commission in Guinea-Bissau. Where no fishing operations are carried out in Guinea-Bissau's fishing zone, shipowners are nevertheless required to forward a declaration to the effect that no catch has been made;
- forms must be completed legibly, giving in particular the monthly totals per species, and must be signed by the master of the vessel.

Should these provisions not be adhered to, the Government of Guinea-Bissau reserves the right to suspend and, in the event of a second offence, not to renew the licence of the offending vessel until the formality has been complied with.

3. BY-CATCHES

- 3.1. Fin-fish trawlers may not hold on board crustaceans or cephalopods accounting, in each case, for more than 9% of their total catch in Guinea-Bissau's fishing zone.

Cephalopod trawlers may not hold on board crustaceans accounting for more than 9% of their total catch in Guinea-Bissau's fishing zone.

Shrimp trawlers may not hold on board cephalopods and fin-fish accounting for more than 50% of their total catch in Guinea-Bissau's fishing zone.

- 3.2. Pole-and-line tuna vessels shall be authorised to fish for live bait with a view to carrying out their fishing activities in Guinea-Bissau's fishing zone.

4. FISH LANDINGS

With a view to security of fish supplies for the local market, trawlers shall undertake to land fish at the market price.

Community shipowners may choose between landing the catch or an alternative flat-rate payment.

- 4.1. Should the shipowner opt to land the catch, the following quantities must be landed at the market price:

- fin-fish trawlers: 50 kg of fish per GRT and per quarter,
- cephalod trawlers: 30 kg of fish per GRT and per quarter,
- shrimp trawlers: 10 kg of fish per GRT and per quarter,

These landings may be made individually or collectively.

Shipowners shall inform the Guinea-Bissau Ministry of Fisheries of the landing as quickly as possible and at least 48 hours before their estimated time of arrival in port, indicating the estimated total quantity to be landed.

Landing operations should take no longer than 24 hours following the arrival of the vessel in port. If this deadline is not met, the vessel is authorised to leave the port and considered to have met its obligation to land the quantity declared by the shipowner.

Where this 24 hour deadline is not met, a number of fishing days proportional to the period of landing shall be deducted from the subsequent licence for that vessel or for another vessel designated by the shipowner with the same technical characteristics. Moreover, all port charges and costs shall be borne by Guinea-Bissau.

The above time limits shall not include Saturdays, Sundays and public holidays.

A certificate indicating the quantity and value of the catches landed shall be issued to the captain of the vessel at the end of the landing operations.

Any failure to comply with the requirement to land catches shall incur a fine of EUR 1 000 for each tonne not landed.

- 4.2. Should the shipowner opt to pay the flat-rate payment, the provisions of point 1.7.5 shall apply.

5. SIGNING-ON OF SEAMEN

Owners who have been issued fishing licences under the Agreement shall contribute to the practical vocational training of Guinea-Bissau nationals and to an improvement of the labour market, subject to the conditions and limits set out below.

- 5.1. Each trawler owner shall undertake to employ:

- three seamen/fishermen on vessels of less than 250 GRT,
- four seamen/fishermen on vessels of 250 to 400 GRT,
- five seamen/fishermen on vessels of 400 to 650 GRT,
- six seamen/fishermen on vessels of more than 650 GRT.

However, Community shipowners shall strive to increase the complement of Guinea-Bissau seamen signed on to 33% of the non-officer crew engaged in fishing activities.

Such seamen shall be selected by shipowners. However, depending on training and employment needs, Guinea-Bissau may designate a maximum of one seaman per trawler.

- 5.2. Owners of tuna vessels and surface longliners shall undertake to employ Guinea-Bissau nationals, subject to the conditions and limits set out below:

- for the fleet of tuna seiners, seven Guinea-Bissau seamen shall be signed on during the fishing season in Guinea-Bissau's fishing zone,
- for the fleet of pole-and-line tuna vessels and surface longliners, seventeen Guinea-Bissau seamen shall be signed on for the tuna fishing season in Guinea-Bissau's fishing zone, all of them to be assigned to different vessels.

- 5.3. The wages of these seamen/fishermen shall be fixed, before licences are issued, by common agreement between the shipowners or their representatives and the Ministry of Fisheries; wages shall be paid by the shipowners and must include the social contributions to which seamen are subject (including life assurance and accident and sickness insurance).

Should the seamen not be signed on, the owners of tuna seiners, pole-and-line tuna vessels and surface longliners shall be obliged to pay as soon as possible a lump sum equivalent to the wages of seamen not signed on for the fishing season.

That sum shall be used for the training of seamen/fishermen in Guinea-Bissau and shall be paid into an account specified by the Guinea-Bissau authorities.

6. OBSERVERS ON BOARD

- 6.1. Each trawler shall take on board an observer appointed by the Ministry of Fisheries.

Observers shall not normally remain on board for more than two consecutive trips. The embarkation and debarkation of observers may not interrupt trips or fishing operations.

- 6.2. Observers shall be treated as officers. They shall:

- observe the fishing activities of the vessels,
- perform biological sampling in the context of scientific programmes,
- note the fishing gear used,
- verify the catch data for Guinea-Bissau's zone recorded in the logbook,
- report fishing data by radio at least once a week.

While on board, observers shall:

- take all appropriate steps to ensure that the conditions under which they are taken on board and their presence on board do not interrupt or hamper fishing activities,
- respect the material and equipment on board and the confidentiality of all documents belonging to the vessel,
- draft an activity report to be transmitted to the competent Guinea-Bissau authorities. Those authorities shall send a copy of the report, after processing and within one week, to the Delegation of the European Commission in Bissau.

The terms of observers' embarkation are to be agreed between the shipowner or his agent and the Guinea-Bissau authorities. Their wages and social insurance contributions are to be paid by the Ministry of Fisheries.

As a contribution to the costs arising from the presence of the observer on board, together with the licence fee the shipowner shall pay the Guinea-Bissau authorities the sum of EUR 10 per GRT per year *pro rata temporis* for each vessel fishing in Guinea-Bissau waters.

Should the observer be taken on board in a foreign port, his travelling costs shall be borne by the shipowner. Should a vessel with an observer from Guinea-Bissau on board leave the Guinea-Bissau fishing zone, all measures must be taken to ensure the observer's return to Bissau as soon as possible at the expense of the shipowner.

If the observer is not present at the time and place agreed and during the twelve hours following the time agreed, the shipowner shall be automatically absolved of his obligation to take the observer on board.

- 6.3. Tuna seiners and surface longliners shall take an observer on board at the request of the Ministry of Fisheries.

In such cases, the port of embarkation shall be determined by common agreement between the Ministry of Fisheries and the shipowners or their representatives.

7. INSPECTION AND MONITORING

Community vessels fishing in Guinea-Bissau's fishing zone shall permit and assist any Guinea-Bissau official responsible for inspection and monitoring to board the vessel and carry out his duties on board. The official must not remain on board any longer than is necessary to verify catches by random checks and to conduct any other inspection relating to fishing activities.

8. FISHING ZONES

Freezer trawlers as referred to in Article 1 of the Protocol shall be authorised to fish in waters beyond 12 nautical miles from the base lines.

9. AUTHORISED MESH SIZE

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

- (a) 70 mm for fin-fish vessels,
- (b) 70 mm for cephalopod vessels,
- (c) 40 mm for shrimp vessels,
- (d) 16 mm for fishing for live bait.

Outrigger fishing shall be authorised.

10. ENTERING AND LEAVING THE ZONE

Community vessels fishing under the Agreement in Guinea-Bissau's fishing zone shall report the date and time and their position to the radio station of the Ministry of Fisheries on entering and leaving Guinea-Bissau's fishing zone.

When licences are issued, the Ministry of Fisheries shall inform the shipowners of the call sign, frequency and working hours of the station.

Where they cannot communicate information by radio, vessels may use alternative means, such as telex, telegram or fax (numbers 20.11.57, 20.19.57 and 20.16.84).

11. BOARDING AND APPLICATION OF PENALTIES

11.1. The Delegation of the European Commission in Guinea-Bissau shall be notified within 48 hours of any boarding of or application of penalties to a fishing vessel flying the flag of a Member State of the Community and operating under this Agreement in Guinea-Bissau's waters and shall at the same time receive a summary report of the circumstances surrounding the boarding or application of penalties and the reasons leading to it.

Where boarding takes place, before any judicial proceedings are initiated, an attempt shall be made to settle the alleged infringement through an administrative procedure. This procedure shall end no later than three working days after the boarding.

11.2. If the case cannot be settled by administrative procedure and has to be brought before a competent judicial body, the competent authority shall set a bank security within forty-eight hours of completion of the administrative procedure, pending the judicial decision. The security shall not exceed the maximum fine provided for under national legislation in respect of the alleged infringement.

The bank security shall be released by the competent authority once the master of the vessel is acquitted by judicial decision.

The vessel and its crew shall be released:

- either on fulfilment of the obligations arising from the administrative procedure, or
- once the bank security has been lodged.

12. PROVISIONING ZONES

Community vessels wishing to carry out refuelling within 12 nautical miles of the coast must comply with national legislation in this respect.

Appendix 1

APPLICATION
FORM FOR A FISHING
LICENCE

For official use only	Remarks
Nationality:.....
Licence No:
Date of signing:
Date of issue:

APPLICANT

Name of firm:

Trade register No:

First name and surname of applicant:

Date and place of birth:

Occupation:

Address:

.....

No of employees:

Name and address of agent:

.....

VESSEL

Type of vessel: Registration No:

New name: Former name:

Date and place of construction:

Original nationality:

Length: Beam: Depth:

Gross tonnage: Net tonnage:

Type of building materials:

Make of main engine: Type: Horsepower:

Propeller: Fixed: Variable: Ducted:

Transit speed:

Call sign: Call frequency:

List of sounding, navigating and transmission instruments:

Radar: Sonar: Net sounder:

VHF: SSB: Satellite navigation: Other:

No of seamen:

CONSERVATION

Packed in ice: Ice and refrigeration:
Freezing: In brine: Dry: Refrigerated sea water:

Total refrigerating power:
.....

Freezing capacity in tonnes/24 hours:

Hold capacity:

TYPE OF FISHING

A. Demersal

Inshore demersal: Deep-sea demersal:

Type of trawl:

Cephalopods: Shrimps: Fish:

Length of trawl:..... Length of headline:.....

Mesh size in the body:

Mesh size in the wings:.....

Speed of trawling:

B. Deep-sea pelagic (tuna)

Pole and line: No of poles and lines:

Seine: Length of net:Depth of net:

No of tanks.....Capacity in tonnes:.....

C. Longlines and pots

Surface: Bottom:

Length of lines:No of hooks:.....

No of lines:.....

No of pots:

SHORE INSTALLATIONS

Address and permit No:

.....

Name of firm:

Activities:

Domestic wholesale fish trade: Export:

Type and No of wholesale trader's card:

Description of processing and conservation plant:

.....

.....

.....

.....

.....

.....

No of employees:

NB: Indicate affirmative answers by a tick in the appropriate box.

Technical remarks

Authorisation of the Stateministry

Appendix 2

MINISTRY OF FISHERIES

STATISTICS ON CATCH AND EFFORT

Month:

Year:

Name of vessel:	
Nationality:	

Engine power:	
Gross registered tonnage:	

Fishing method:	
Port of landing:	

Date	Fishing area		Number of hauls	Number of hours fishing	Species of fish							Totals	
	Longitude	Latitude											
1/													
2/													
3/													
4/													
5/													
6/													
7/													
8/													
9/													
10/													
11/													
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24/													
25/													
26/													
27/													
28/													
29/													
30/													
31/													
TOTAL													

LEGISLATIVE FINANCIAL STATEMENT

Policy area(s): External aspects of certain Community policies

Activity(ies): International Fisheries Agreements

TITLE OF ACTION: NEW PROTOCOL ESTABLISHING THE FISHING OPPORTUNITIES AND COMPENSATION UNDER THE EC/GUINEA-BISSAU FISHERIES AGREEMENT

1. BUDGET LINE(S) + HEADING(S)

B78000: International Fisheries Agreements

2. OVERALL FIGURES

2.1 Total allocation for action (Part B): EUR 51 million for commitment

2.2 Period of application: 2001-06

2.3 Overall multiannual estimate of expenditure: EUR 51 million

(a) Schedule of commitment appropriations/payment appropriations (financial intervention) (see point 6.1.1)

EUR million (to three decimal places)

	Year n	n + 1	n + 2	n + 3	n + 4	n + 5 and subs. years	Total
Commitments	10.000	10.000	10.000	10.500	10.500	---	51.000
Payments	10.000	10.000	10.000	10.500	10.500	---	51.000

(b) Technical and administrative assistance and support expenditure(see point 6.1.2)

Commitments							
Payments							

Subtotal a+b							
Commitments	10.000	10.000	10.000	10.500	10.500	---	51.000
Payments	10.000	10.000	10.000	10.500	10.500	---	51.000

(c) Overall financial impact of human resources and other administrative expenditure (see points 7.2 and 7.3)

Commitments/ payments	1.152	1.152	1.152	1.152	1.152	---	5.760
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TOTAL a+b+c							
Commitments	11.152	11.152	11.152	11.652	11.652	---	56.760
Payments	11.152	11.152	11.152	11.652	11.652	---	56.760

2.4 Compatibility with financial programming and financial perspective

- 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 Agreement.

2.5 Financial impact on revenue:

- Proposal has no financial implications (involves technical aspects regarding implementation of a measure)

OR

- Proposal has financial impact – the effect on revenue is as follows:

(NB 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)

		Prior to action (Year n-1)	Situation following action					
Budget line	Revenue		Year n ³	n+1	n+2	n+3	n+4	n+5
	<i>(a) Revenue in absolute terms¹</i>							
	<i>(b) Change in revenue²</i>	Δ						

(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.)

3. BUDGET CHARACTERISTICS

Type of expenditure		New	EFTA contribution	Contributions from applicant countries	Heading in financial perspective
Comp.	Diff.	NO	NO	NO	No

4. LEGAL BASIS

- Article 37 of the Treaty, in conjunction with Article 300(2) and the first subparagraph of Article 300(3);
- EC/Guinea-Bissau Fisheries Agreement (Council Regulation (EEC) No 2213/80 of 29 August 1980)

5. DESCRIPTION AND GROUNDS

5.1 Need for Community intervention

5.1.1 Objectives pursued

The current Protocol to the Fisheries Agreement between the European Community and the Republic of Guinea-Bissau expires on 15 June 2001.

The purpose of this renewal is to allow Community shipowners to continue fishing (in particular shrimp and tuna) in Guinea-Bissau's exclusive economic zone (EEZ) in accordance with the arrangements set out in the Protocol initialled by the Commission, on behalf of the Community, and the Guinea-Bissau negotiators at the conclusion of the negotiations which took place in Brussels on 29-30 May 2001.

5.1.2 Measures taken in connection with ex ante evaluation

The expired Protocol (1997/2001) has been evaluated by the relevant departments of the Commission's Directorate-General for Fisheries.

Total fishing opportunities under the 1997-2001 Protocol comprised 12 600 GRT for trawler fishing (9 600 GRT for shrimps and 3 000 GRT for cephalopods and fin-fish). For tuna fishing, the fishing opportunities covered 37 tuna seiners and 52 pole-and-line tuna vessels and surface longliners.

The evaluation shows that average utilisation in terms of issue of licences was moderate for trawler fishing, with annual utilisation rates between 50% and 60% for shrimp fishing and much lower for fin-fish and cephalopod fishing (between 0% and 15% depending on the year). For tuna fishing, the issue of licences was highly satisfactory for the key category tuna seiners (between 80% and 85%) and more modest for the category surface longliners and pole-and-line vessels (between 8% and 67% depending on the year).

The overall moderate utilisation rate for the 1997/2001 Protocol was strongly influenced by the temporary suspension of fishing activities due to the armed conflict which hit Guinea-Bissau between June 1998 and April 1999. Given the continuing political instability in the country, Community shipowners who had abandoned the country during the events of 1998/99 returned to Guinea-Bissau very gradually and cautiously.

5.2 Action envisaged and budget intervention arrangements

The new Protocol which was initialled by both parties on 30 May 2001 provides for fishing opportunities comprising 12 400 GRT for trawler fishing (200 GRT less than under the previous Protocol, or -1.5%), divided into 9 600 GRT for shrimp fishing and 2 800 GRT for fin-fish and cephalopods. For tuna, fishing opportunities for tuna seiners have increased from 37 to 40 vessels (+8%), while those for pole-and-line tuna vessels and surface longliners have decreased from 52 to 36 vessels (-30%).

Under the new Protocol (2001-06), the Community will pay total compensation of EUR 51 000 000 (over five years): EUR 10 million in the first three years and EUR 10.5 million in the final two years, as against EUR 9 million per year under the 1997-2001 Protocol.

Of that amount, each year EUR 1 million (i.e. EUR 5 million over five years) will go towards financing targeted measures aiming at developing the fisheries sector in Guinea-Bissau (financing scientific programmes, assisting fisheries monitoring, control and inspection, financing study grants and training courses, assisting traditional fisheries and technical

assistance). These amounts will be made available to the Guinea-Bissau authorities in annual instalments. Compared to the amounts available under the 1997/2001 Protocol, the financing for these targeted measures has increased from 6% to 9.8%. It has doubled in real terms, from EUR 0.5 million to EUR 1 million per year.

The financial compensation (the compensation less the financing for targeted measures: i.e. EUR 9 million over the first three years and EUR 9.5 million subsequently) is to be paid each year into an account specified by the Government of the Republic of Guinea-Bissau and opened with the Public Treasury. The Republic of Guinea-Bissau will have full discretion regarding the use to which this financial compensation is put. The first payment of this amount is to be made before 15 January 2002.

While overall fishing opportunities remain much the same, the compensation for the first three years has been increased by 11%, from EUR 9 million to EUR 10 million per year. However, the increase in real terms is much smaller since, of this 11% increase, 6.4% corresponds to the rise in EC inflation rates from 1997 to 2000. This leaves a real increase of 4.6%, which is justified by a number of factors:

1. Guinea-Bissau, for which this Fisheries Agreement represents more than 40% of State revenue, has tried to maximise the financial benefits.
2. Following the failure of the negotiations with Morocco, all the countries in the West African region with fisheries agreements with the Community are very much aware of the greater value of their agreements to the Community fleet. This has inflated the negotiating stakes in financial terms.
3. Much of the increase in the compensation is due to the considerable increase in funding for the targeted measures from EUR 0.5 million to EUR 1 million per year. It should also be noted that Guinea-Bissau has accepted all the monitoring and control measures proposed by the Commission for implementing these targeted measures.
4. The cost of the Protocol in terms of unit of fishing opportunities (GRT) is around EUR 800 per GRT. This is a very attractive rate, far below the GRT cost in comparable Agreements with nearby countries (Senegal and Mauritania).
5. As for the additional EUR 1 million that the Community is to pay Guinea-Bissau in two EUR 500 000 instalments in the fourth and fifth years of application of the Protocol, this is justified by the fact that Guinea-Bissau has agreed to conclude a Protocol for five years. The long duration of the Protocol justifies an automatic adjustment of the compensation.
6. It should also be pointed out that the guidelines laid down by the Council for negotiating fisheries agreements with the ACP States specify that account must be taken of the Community's interest in maintaining or establishing fisheries relations with the countries concerned.

5.3 Methods of implementation

The Commission is solely responsible for implementing the Protocol and will do so through its officials posted in both Brussels and its Delegation in Guinea-Bissau.

6. FINANCIAL IMPACT

6.1 Total financial impact on Part B (over the entire programming period)

6.1.1 Financial intervention

Commitments in EUR million (to three decimal places)

Breakdown	Year n	n + 1	n + 2	n + 3	n + 4	n + 5 and subs. Years	Total
Action 1							
Action 2							
etc.							
TOTAL							

6.1.2. Technical and administrative assistance, support expenditure and IT expenditure (commitment appropriations)

	Year n	n + 1	n + 2	n + 3	n + 4	n + 5 and subs. Years	Total
1) Technical and administrative assistance:							
(a) Technical assistance offices							
(b) Other technical and administrative assistance: - intra-muros: - extra-muros: <i>of which for construction and maintenance of computerised management systems:</i>							
Subtotal 1							
2) Support expenditure							
(a) Studies							
(b) Meetings of experts							
(c) Information and publications							
Subtotal 2							
TOTAL							

6.2. Calculation of costs by measure envisaged in Part B (over the entire programming period)

Commitments in EUR million (to three decimal places)

Breakdown	Type of outputs (projects, files)	Number of outputs (total for years 1...n)	Average unit cost	Total cost (total for years 1...n)
	1	2	3	4=(2X3)
<u>Action 1</u> - Measure 1 - Measure 2 <u>Action 2</u> - Measure 1 - Measure 2 - Measure 3 etc.	Fishing opportunities in exchange for a financial contribution	-trawler fishing: 12 400 GRT. - 40 tuna seiners - 36 surface longliners and pole-and-line vessels		(1) EUR 10.000 million/year (2) EUR 10.000 million/year (3) EUR 10.000 million/year (4) EUR 10.500 million/year (5) EUR 10.500 million/year
TOTAL COST				EUR 51.000 million (1)

(1) Total cost because the duration of the Protocol is five years.

7. IMPACT ON STAFF AND ADMINISTRATIVE EXPENDITURE

7.1. Impact on human resources

Type of post	Staff to be assigned to management of the action using existing and/or additional resources		Total	Description of tasks deriving from the action
	Number of permanent posts	Number of temporary posts		
Officials or temporary staff	A	6	6	These human resources cover the entire unit responsible for bilateral agreements.
	B	1	1	
	C	2	2	
Other human resources		1 DNE + 1 AUX B	2	
Total	9	2	11	

7.2 Overall financial impact of human resources

Type of human resources	Amount in EUR	Method of calculation *
Officials Temporary staff	972 000	EUR 108 000 * 9 (title A1, A2, A4, A5, A7)
Other human resources (give budget line)	98 372	EUR 42 816 (DNE) + EUR 55 556 (AUX B)
Total	1 070 372	

The amounts are total expenditure for twelve months.

7.3 Other administrative expenditure deriving from the action

Budget line (Number and heading)	Amount in EUR	Method of calculation
Overall allocation (Title A7)		
A0701 – Missions	82 243	
A07030 – Meetings	1 371	
A07031 – Compulsory committees ¹	0	
A07032 – Non-compulsory committees ¹	0	
A07040 – Conferences	0	
A0705 – Studies and consultations		
Other expenditure (specify)		
Information systems (A-5001/A-4300)		
Other expenditure - Part A (specify)		
Total	83 614	

The amounts are total expenditure for twelve months.

¹ Specify the type of committee and the group to which it belongs.

I.	Annual total (7.2 + 7.3)	EUR 1 151 986
II.	Duration of action	Five years
III.	Total cost of action (I x II)	EUR 5 759 930

It is impossible to quantify the impact of a given protocol on the work load of the unit in the Directorate-General for Fisheries responsible for this dossier.

Renewing protocols under existing fisheries agreements is one of the unit's activities but does not in itself have a specific impact on administrative expenditure. The needs in administrative and human resources will be met in any case within the appropriations allocated to the administrative service.

If the Protocol had not been concluded (initialled), this would equally have resulted in a significant work load and substantial expenditure on visits and meetings.

8. FOLLOW-UP AND EVALUATION

8.1 Follow-up arrangements

The financial compensation (EUR 9 000 000/year for the first three years and EUR 9 500 000/year for the final two years) will be paid into an account to be indicated by the Guinea-Bissau authorities and opened with the Public Treasury. The Government of Guinea-Bissau is solely responsible for the use to which this financial compensation is put.

It should be pointed out that Article 3 of the new Protocol requires the two parties to follow the evolution of resources in Guinea-Bissau's fishing zone and to adopt, where necessary, on the basis of scientific information, measures to ensure the sustainable management of fisheries resources. Should these measures involve a reduction in fishing opportunities, the compensation is to be adjusted likewise.

Moreover, Article 7 of the Protocol stipulates that where severe circumstances prevent fishing activities the European Community may suspend payment of the compensation.

The amounts allocated to financing the targeted measures (EUR 1 000 000 annually) are to be made available to the Ministry of Fisheries in annual instalments on the basis of the breakdown in Article 4 of the Protocol. The amounts earmarked for financing study grants and training courses are to be paid as they are used.

A report on the utilisation of the funds earmarked for the targeted measures must be submitted to the Commission each year not later than three months after the anniversary date of the Protocol. The Commission is entitled to request additional information and to review the payments concerned in the light of the actual implementation of the measures.

8.2 Arrangements and schedule for the planned evaluation

To ensure that the Protocol is applied properly, the Community and Guinea-Bissau can meet whenever necessary to discuss any matter concerning implementation of the Protocol in a Joint Committee.

Utilisation of the fishing opportunities is under permanent assessment in terms of both licences issued and catches. However, before a possible renewal in 2006, the protocol will be submitted to an evaluation, in conformity with the communication (SEC (2000)1051) of 26 July 2000 on strengthening evaluation of Commission activities.

For the targeted measures, please see above.

9. ANTI-FRAUD MEASURES

Since the financial contributions are made by the Community in direct exchange for the fishing opportunities offered, the non-member country uses them for whatever end it chooses. However, it is required to report to the Community, as provided for in the Protocol, on the use of certain funds. All the measures provided for in Article 4 of the Protocol are subject to an annual report on their implementation and on the results achieved. The Commission reserves the right to request additional information on the results achieved and to review payments in the light of actual implementation of the measures.

In addition, the Member States whose vessels operate under this Agreement must certify to the Commission the exactness of the data indicated in the tonnage certificates of the vessels so that the licence fees may be calculated on a guaranteed basis.

The Protocol also requires Community shipowners to fill out catch declarations (which must be transmitted to the Commission and the Guinea-Bissau authorities). For tuna fishing, these declarations serve as the basis for drawing up the final statement of catches under the Protocol and the corresponding fees.