

COMMISSION OF THE EUROPEAN COMMUNITIES

COM(79) 704 final

Brussels, 28th November 1979

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC
OF GUINEA-BISSAU AND THE EUROPEAN ECONOMIC
COMMUNITY ON FISHERIES OFF THE COAST OF GUINEA-BISSAU

(submitted to the Council by the Commission)

COM(79) 704 final

EXPLANATORY MEMORANDUM

1. By its Decisions of 27 June 1977 and 7 December 1977 the Council authorized the Commission to open and continue negotiations for a fishery agreement with certain West African countries, including Guinea-Bissau.
2. The negotiations between the Republic of Guinea-Bissau and the Commission of the European Communities for the conclusion of a fishery agreement ended on 20 November 1979. The text of the Agreement was initialled by His Excellency Dr. Joseph Turpin, Secretary of State for Fisheries of the Republic of Guinea-Bissau and Mr. Raymond Simonnet, Director of the Directorate-General for Fisheries of the Commission of the European Communities. The Agreement is valid for two years and contains a tacit renewal clause.

The Agreement is the second fisheries agreement to be negotiated with a developing country after that with Senegal, which is at the moment provisionally in force. It governs fishery relations between the Community and Guinea-Bissau and will replace the bilateral agreements between certain Member States and Senegal. Its text has to a large extent been based on that of the agreement with Senegal.

3. The Protocol to the Agreement stipulates the number of Community vessels and the conditions under which they may engage in fishing activities inside the 200-mile fishing zone of Guinea-Bissau. To this end, the Guinean authorities will assume licences in return for the payment of 420 FF per GRT per year by shipowners. The latter will be obliged to land part of their catches in Bissau if processing and other receiving capacity so permits. Within the limits set out in Exchange of Letters No 1 annexed to the Agreement, they will have to employ Guinean seamen on board their vessels.

The Protocol also makes provision for financial compensation from the Community, which, for the initial duration of the Agreement (two years) has been set at 12.8 million FF. The French currency was chosen at the request of Guinea-Bissau, so as to take account of that country's banking arrangements. This non-refundable compensation is designed to finance projects and services launched by the Republic of Guinea-Bissau in connection with sea and fresh-water fishing. The compensation is in

addition to the financial assistance Guinea-Bissau receives and will continue to receive under the Conventions between the European Economic Community and ACP countries.

Lastly, it has been agreed that the Community will provide study and training grants for Guinean nationals in the various areas of the fishing industry (see Annex D).

4. In accordance with Exchange of Letters No 3 it has been agreed that the Agreement will be made provisionally applicable as soon as it is signed. So that licences can be issued as soon as possible, particularly for freezer trawlers that do not possess licences at present and for which the fishing season in Guinean waters is now under way, it would be advisable to authorize the signing of the Agreement as soon as possible. Similarly, the validity of licences issued under the agreement between France and Guinea-Bissau expires in January.
5. At the same time it is appropriate to mention that France, the only Member State having a fisheries agreement with Guinea-Bissau, had been authorized by the Council to conclude this agreement for a two-year period, that is, until the end of 1978. However, as the agreement with the Community had not been completed by that date, French fishing activity had provisionally been continued on the basis of the former agreement, which now finally expires.
6. The European Parliament declared itself in favour of the EEC-Senegal fisheries agreement in its November 1979 session (1), while expressing its wish that the Commission do all it could to arrive as soon as possible at the conclusion of similar agreements with other African countries concerned. This Agreement falls perfectly into this theoretical framework.
7. In the light of the foregoing, the Commission
 - (i) recommends that the Council, at its next meeting, authorize its President to designate the persons authorized to sign this Agreement;

(1) Report of Mr Ligios on behalf of the Agriculture Committee and of Mr Enright on behalf of the Development and Cooperation Committee.

(ii) proposes that the Council, after consulting the European Parliament, approve the outcome of the negotiations by adopting the proposal for a Regulation annexed hereto, thereby approving the Agreement.

Recommendation for a Council Decision

concerning the conclusion of an Agreement in the form of an exchange of letters on the provisional application of the Agreement between the Government of the Republic of Guinea-Bissau and the European Economic Community on fishing off the coast of Guinea-Bissau and of the Protocol and the exchanges of letters relating thereto.

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 103 thereof,

Having regard to the proposal from the Commission,

Whereas the European Economic Community and the Government of the Republic of Guinea-Bissau are to sign on an Agreement on fishing off the coast of Guinea-Bissau and a Protocol and exchanges of letters relating thereto;

Whereas under this Agreement and the texts relating thereto the Government of Guinea-Bissau authorizes Community fishermen to fish off the coast of Guinea-Bissau;

Whereas the campaign for fishing off the coast of Guinea-Bissau is actually open and the interests of Community fishermen render imperative, in the absence of sufficient alternative fishing prospects, that they have access to these waters; whereas it is therefore vital that the Agreement with Guinea-Bissau be applied at the earliest opportunity;

Whereas for this reason the two parties have agreed on the provisional application of the Agreement and of the texts relating thereto by means of an exchange of letters to be effected at the date of signature of the Agreement;

Whereas it is appropriate that approval be given to this Agreement in the form of an exchange of letters based on Article 103 of the Treaty, pending final approval of the Agreement on the basis of Article 43 of the Treaty,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement in the form of an exchange of letters on the provisional application of the Agreement between the Government of the Republic of Guinea-Bissau and the European Economic Community on fishing off the coast of Guinea-Bissau and of the Protocol and exchanges of letters relating thereto is hereby approved on behalf of the Community.

The text of this exchange of letters is annexed to this Decision.

Article 2

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

Done at

For the Council
The President

Article 1

The Agreement between the Government of the Republic of Guinea-Bissau and the European Economic Community concerning fishing off the coast of Guinea-Bissau, and the two exchanges of letters relating thereto are approved on behalf of the Community.

The instruments referred to in the preceding paragraph are annexed to this Regulation.

Article 2

The President of the Council shall, on behalf of the Community, give the notification provided for in Article 18 of the Agreement (1).

Article 3

Council Decision of _____ is hereby repealed.

Article 4

This Regulation shall enter into force on the third 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.

(1) The date of entry into force of the Agreement will be published in the Official Journal of the European Communities by the Secretariat General of the Council.

A G R E E M E N T

between the Government of the Republic of Guinea-Bissau and
the European Economic Community on fisheries off the coast of
Guinea-Bissau

The Government of the Republic of Guinea-Bissau and the European Economic Community, hereinafter referred to as "the Community",

Recalling the close relations between the Community and the Republic of Guinea-Bissau,

In the spirit of cooperation resulting from the Lomé Convention, symbolizing the Parties' common desire to intensify friendly relations between the African, Caribbean and Pacific States and the Community ;

Whereas they have a mutual interest in the rational management, conservation and optimum utilization of fish stocks, notably in the Central East Atlantic ;

Whereas in respect of sea fishing, the Republic of Guinea-Bissau exercises its sovereignty or jurisdiction over a zone extending up to two hundred nautical miles from its coast ;

Taking into account the fact that vessels flying the flags of Member States of the Community habitually engage in fishing activities in that zone ;

Taking into account the work of the Third United Nations Conference on the Law of the Sea ;

Affirming that the exercise by coastal States of their sovereign rights in the waters within their jurisdiction for the purposes of exploring, exploiting, conserving and managing the living resources thereof must be in accordance with the principles of international law ;

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

Desirous of establishing the terms and conditions governing fishing activities of mutual concern to the Parties ;

Have agreed as follows :

ARTICLE 1

The purpose of this Agreement is to establish the principles and rules which will govern in future, in all respects, the fishing activities of vessels flying the flags of Member States of the Community, hereinafter referred to as "Community vessels", in the waters over which the Republic of Guinea-Bissau has jurisdiction in respect of fisheries, hereinafter referred to as "Guinea-Bissau fishing zone".

ARTICLE 2

The Government of the Republic of Guinea-Bissau undertakes to authorize Community vessels to fish in Senegal's fishing zone in accordance with the terms of this Agreement, in particular those stipulated in the Annex.

ARTICLE 3

1. The Community undertakes to take all appropriate steps to ensure that its vessels adhere to the provisions of this Agreement and the rules and regulations governing fishing activities in Guinea-Bissau's fishing zone.
2. The authorities of Guinea-Bissau shall notify the Commission of the European Communities in advance of any changes to the said rules and regulations.

ARTICLE 4

1. Fishing activities by Community vessels in Guinea-Bissau's fishing zone shall be subject to the possession of a licence issued at the Community's request by the authorities of Guinea-Bissau.
2. The authorities of Guinea-Bissau shall issue fishing licences within the limits laid down by category of vessel in the Protocol referred to in Article 9.
3. Licences shall be valid from the day of issue until 31 December of the year during which they are issued, or for periods of six months from 1 January to 30 June or from 1 July to 31 December of any year.
4. A licence shall be issued for a given vessel and shall not be transferable.
5. Where a vessel in possession of a licence is prevented from using it by force majeure, the licence may be replaced at the Community's request by another one which shall be valid for a vessel of the same category.

ARTICLE 5

1. Licences shall be issued by the authorities of the Republic of Guinea-Bissau upon payment of a fee by the shipowner concerned.
2. The fees payable for each category of vessel are given in the Annex under A 1. The fees shall be paid in full before the licences are issued; however, the fees assessed on the basis of the quantity of fish caught in Guinea-Bissau's fishing zone, in accordance with the provisions of point A 2 in the Annex, shall be paid in the form of an advance lump sum, accompanied by a banker's guarantee to cover any additional amount necessary to make up the final total fees due at the end of each season.
3. The fees shall be set in proportion to the period for which the licence is valid.

ARTICLE 6

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

ARTICLE 7

Vessels authorized to fish in Guinea-Bissau's fishing zone under this Agreement shall be obliged to forward to the relevant authorities of Guinea-Bissau statements of catches in accordance with the arrangements set out under B. in the Annex to this Agreement.

ARTICLE 8

The vessels authorized under this Agreement to fish in Guinea-Bissau's fishing zone may be obliged to land a proportion of the fish caught in that zone at ports in Guinea-Bissau.

The quantities and the conditions for the landings shall be determined within the Joint Committee provided for in Article 11.

ARTICLE 9

In return for the fishing opportunities accorded under this Agreement, the Community shall pay the Republic of Guinea-Bissau compensation as set out in the Protocol to this Agreement.

This compensation, which shall be paid without prejudice to financing accorded to the Republic of Guinea-Bissau under the ACP-EEC Convention, shall be mobilized in accordance with the special procedure described in the said Protocol.

The compensation shall be used to finance projects relating to sea and fresh-water fishing.

ARTICLE 10

The Parties agree to consult in the event of a dispute concerning the interpretation or application of this Agreement.

ARTICLE 11

A Joint Committee shall be set up to ensure that this Agreement is applied correctly.

The Committee shall meet once a year, alternating between Guinea-Bissau and the Community, and shall hold special meetings at the request of either Contracting Party.

The Joint Committee shall meet in particular once new legislation has been adopted governing fishing in Guinea-Bissau's waters in order to see whether the Annex should be amended.

ARTICLE 12

Should the authorities of Guinea-Bissau decide, as a result of an unforeseeable change in the state of the fish stocks, to take new conservation measures which, in the opinion of the Community, have a considerable effect on the fishing activities of Community vessels, consultations must be held between the Parties in order to adapt the Annex and the Protocol referred to in Article 9.

Such consultations shall be based on the principle that any reduction in the fishing opportunities provided for in the said Protocol shall be offset by other fishing opportunities of equivalent value, account being taken of compensation already paid by the Community.

ARTICLE 13

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

ARTICLE 14

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Economic Community is applied, under the conditions laid down in that Treaty, and on the other hand, to the territory to the Republic of Guinea-Bissau.

ARTICLE 15

The Parties agree to examine this Agreement upon the conclusion of the negotiations for a multilateral treaty which are being conducted within the framework of the Third United Nations Conference on the Law of the Sea.

ARTICLE 16

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

ARTICLE 17

This Agreement shall be concluded for an initial period of two years running from the date of its entry into force. In the event of the Agreement not being terminated by either Party through notice of termination given at least six months before the expiry of that two-years period, it shall remain in force for additional periods of one year, provided that notice of termination has not been given at least three months before the expiry of each yearly term.

Negotiations shall then take place between the Parties to determine by mutual agreement the amendments or additions to be made to the Annex or the Protocol.

ARTICLE 18

This Agreement shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for this purpose.

In witness whereof the undersigned, being duly authorized for this purpose, have signed this Agreement.

Done at

the

This Agreement is in duplicate in the Danish, Dutch, English, French, German and Italian languages, each of these texts being equally authentic.

ANNEX

CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES IN GUINEA-BISSAU'S ZONE BY VESSELS FLYING THE FLAGS OF MEMBER STATES OF THE COMMUNITY

A. Licence application and issuing formalities

The procedure for applications for, and issue of, the annual licences enabling vessels flying the flags of Member States of the Community to fish in Guinea-Bissau's fishing zone shall be as follows :

1. The relevant Community authorities shall present to the Office of the Secretary of State for Fisheries of the Republic of Guinea-Bissau, via the Delegation of the Commission of the European Communities in Guinea-Bissau, an application for each vessel that wishes to fish under this Agreement.

The applications shall be made on the forms provided for that purpose by the Government of Guinea-Bissau. A specimen is given under A 1 below.

The fees shall be set according to the following scale :

- | | |
|------------------------|--------------------------------|
| (a) bottom trawlers | FF 420 . per GRT per year, |
| (b) freezer tuna boats | FF 0.04 per kg of fish caught. |

2. Applications for licences for tuna boats shall be accompanied by proof of payment of a lump sum equivalent to a catch of 1 000 tonnes of tuna for the whole fleet and by a banker's guarantee covering payment at the end of each season of any sums due in respect of catches in excess of the above mentioned quantity.

In case of landings agreed under article 8 of the agreement, payments of a smaller amount will be fixed by the joint Committee.

3. The relevant authorities of Guinea-Bissau shall examine each application to see that it complies with this Agreement and with the legislation of Guinea-Bissau and shall apply the scale of fees to be paid.

The relevant authorities of Guinea-Bissau shall inform the Community authorities of their decisions.

4. The licences issued upon payment of the fees shall be valid for a given vessel and shall not be transferable.

5. Should there be any difficulties or additional information needed when applications are examined and licences issued, consultations shall be held between the representatives of the Contracting Parties, in particular through the Office of the Secretary of State for Fisheries and the Delegation of the Commission of the European Communities in Guinea-Bissau.

B. Statement of catch

1. All vessels authorized to fish in Guinea-Bissau's waters under this Agreement shall be obliged to forward to the Office of the Secretary of State for Fisheries a statement of their catch made out according to the specimen given under B 1 below.

A statement of catch must be drawn up for each month and presented at least once every three months.

Should these provisions not be adhered to, the Government of Guinea-Bissau reserves the right to suspend the licence of the offending vessel until the formality has been accomplished.

2. Any Community vessel fishing in Guinea-Bissau's fishing zone shall allow on board, and assist in the accomplishment of his duties, any official of Guinea-Bissau responsible for inspecting and monitoring compliance with the provisions of this Agreement.

C. Training grants

The two Parties agree that an essential condition for the success of their cooperation is that the competence and knowhow of persons engaged in sea fishing should be improved. To this end, the European Economic Community shall make it easier for nationals of Guinea-Bissau to find places in establishments in its Member States and shall provide study and training grants for that purpose in the various scientific, technical and economic subjects connected with fisheries.

REPUBLIC OF GUINEA-BISSAU

OFFICE OF THE SECRETARY OF STATE FOR FISHERIES

Application for a fishing licence (1)

- 1 - Valid from to
- 2 - Name of vessel
- 3 - Name of shipowner
- 4 - Port and registration N°
- 5 - Type of fishing
- 6 - Authorized mesh size
- 7 - Length of vessel
- 8 - Width of vessel
- 9 - Gross register tons
- 10 - Hold capacity
- 11 - Engine rating
- 12 - Type of construction
- 13 - Usual number of seamen aboard
- 14 - Radio/electrical equipment
- 15 - Master's name

The above information is the sole responsibility of the shipowner or his representative.

_____ Date of application :

(1) The original application form is issued in French and Portuguese only.

PROTOCOL

Annexed to the Agreement on Fisheries

between the European Economic Community and the Government of the Republic
of Guinea-Bissau

THE PARTIES TO THIS PROTOCOL,

Having regard to the Agreement between the European Economic Community
and the Government of the Republic of Guinea-Bissau on fisheries off the
coast of Guinea-Bissau, signed on

HAVE AGREED AS FOLLOWS :

Article 1

The limits referred to in Article 4 of the abovementioned Agreement
shall be set as follows for the first two years of application of that
Agreement :

1. Bottom trawlers	6.500 grt
2. Freezer tuna boats	23.300 grt

Article 2

The compensation referred to in Article 9 of the Agreement shall be
set for the first two years of application of the Agreement at
12.800.000 FF.

Article 3

1. The use to which the compensation provided for in Article 2 is put
shall be the sole responsibility of the Government of Guinea-Bissau.
2. The Government of Guinea-Bissau shall inform the European Economic
Community of the programme for the use of the compensation.

Exchange of Letters of 1971

From the Chairman of the Guinea-Bissau Delegation

to the Chairman of the European Economic Community Delegation

Sir,

With reference to the Agreement between the Government of the Republic of Guinea-Bissau and the European Economic Community signed today, I have the honour to remind you that my Government decided to approve the signing of the Agreement provided that the shipowners to whom fishing licences are granted under the Agreement contribute towards the practical vocational training of nationals of Guinea-Bissau on the following terms and within the following limits :

1. Trawlers authorized under the Agreement to fish in waters over which the Republic of Guinea-Bissau has sovereignty or jurisdiction may be obliged to take on board seamen of Guinea-Bissau up to a proportion of 25 % of that part of their crew representing uncertificated personnel of the bridge, machines and general services (seamen, trainees, cleaners, greasers, galley boys, etc).

2. Owners of freezer tuna boats authorized under the Agreement to fish in the waters referred to at 1 above shall be responsible for employing nationals of Guinea-Bissau either on board the tuna boats or in suitable positions ashore, following approval of the said positions by the Guinea-Bissau authorities. The number of positions referred to in this paragraph shall be determined in overall terms, account being taken of the scale of the tuna boats' activities in Guinea-Bissau's fishing zone and the number of crew members of other nationalities from countries whose fishing zones the fleet frequents.

My Government would like the shipowners' contribution towards the vocational training of Guinea-Bissau nationals to be examined by the Joint Committee referred to in Article 11 of the Agreement.

I should be obliged if you would acknowledge receipt of this letter.

Please accept, Sir, the assurance of my highest consideration.

From the Chairman of the European Economic
Community Delegation
to the Chairman of the Guinea-Bissau
Delegation

Sir,

I am in receipt of your letter of today's date, which reads as follows :

I have the honour to inform you that the Community will have the letter published in order to bring its content to the attention of the shipowners concerned.

Please accept, Sir, the assurance of my highest consideration.

Exchange of Letters N° 2

From the Chairman of the European Economic
Community Delegation
to the Chairman of the Guinea-Bissau
Delegation

Sir,

With reference to the Agreement on Fisheries between the Government of the Republic of Guinea-Bissau and the European Economic Community, and in particular Article 8 thereof, signed today, may I request that you confirm your agreement to the following conditions, decided upon to govern future landings of catches in Guinea-Bissau :

The Joint Committee shall meet at the request of the Government of Guinea-Bissau in order to determine the quantities and conditions for landings of fish, taking into consideration the requirements and the processing capacities of the shore installations in Guinea-Bissau and the scale of landings by vessels of other nationalities fishing in Guinea-Bissau's fishing zone.

In addition, should there be any landings of tuna, the fee shall be reduced by half and the economic conditions offered to the fishermen shall be comparable to those offered to the same vessels for the quantities landed at Dakar.

Please accept, Sir, the assurance of my highest consideration.

From the Chairman of the Guinea-Bissau
Delegation
to the Chairman of the European Economic
Community Delegation

Sir,

I am in receipt of your letter of today's date, which reads as follows :

"

"

I have the honour to confirm that my Government is in agreement with the conditions for future landings of catches as stated in that letter.

Please accept, Sir, the assurance of my highest consideration.

Exchange of Letters n° 3

From the Chairman of the Guinea-Bissau
Delegation
to the Chairman of the European Economic
Community Delegation

Sir,

With reference to the Agreement between the Government of the Republic of Guinea-Bissau and the European Economic Community on fishing off the coast of Guinea-Bissau signed today between the European Economic Community and the Government of the Republic of Guinea-Bissau, I have the honour to inform you that the Government of Guinea-Bissau is prepared to apply the Agreement and its Protocol from this day until it enters into force in accordance with Article 18 of the Agreement and Article 6 of the Protocol, provided that the European Economic Community is prepared to do likewise.

It is understood that, in this case, the first instalment of the compensation laid down in Article 2 of the Protocol must be paid within eight weeks of today.

I should be obliged if you would confirm that the European Economic Community agrees to provisional application as indicated above.

Please accept, Sir, the assurance of my highest consideration.

From the Chairman of the European Economic
Community Delegation
to the Chairman of the Guinea-Bissau
Delegation

Sir,

I have the honour to acknowledge receipt of your letter of today's date,
which reads as follows :

"

"

I have the honour to inform you that the Community accepts the provisional
application of the Agreement and its Protocol under the conditions referred
to in your letter.

Please accept, Sir, the assurance of my highest consideration.

FINANCIAL STATEMENT

DATE : November 21, 1979.

1. BUDGET LINE CONCERNED : 892

2. ACTION : Draft Agreement between the Government of the Republic of Guinea-Bissau and the European Economic Community on fisheries off the coast of Guinea-Bissau.

3. LEGAL BASIS : Article 43 EEC - provisional application; Article 103 EEC

4. OBJECTIVES :
Compensations fisheries agreement

5. FINANCIAL CONSEQUENCE	FOR THE MARKETING YEAR	CURRENT FINANCIAL YEAR ()	FOLLOWING FINANCIAL YEAR ()
5.0 EXPENDITURE			
-CHARGED TO THE EC BUDGET (REVENUE/INTERVENTIONS)		1,3 m EUA	1,3 m EUA
-CHARGED TO NATIONAL ADMINISTR.			
-CHARGED TO OTHER NATIONAL GROUPS			
5.1 RECEIPTS			
-OWN RESOURCES OF THE EC (LEVIES/CUSTOMS DUTIES)			
-NATIONAL			

YEAR YEAR YEAR

5.0.1 PLURIANNUAL PATTERN OF EXPENDITURE

5.1.1 PLURIANNUAL PATTERN OF RECEIPTS

5.2 METHOD OF CALCULATION

Amount for two years: 12.800.000 FF + study and training grants to be determined.

6.0 FINANCING POSSIBLE WITH CREDITS INSCRIBED IN RELEVANT CHAPTER OF CURRENT BUDGET ? YES/NO

6.1 FINANCING POSSIBLE BY TRANSFER BETWEEN CHAPTERS OF CURRENT BUDGET ? YES/XX

6.2 NECESSITY FOR A SUPPLEMENTARY BUDGET ? XX/YES/NO

6.3 CREDITS TO BE WRITTEN INTO FUTURE BUDGETS ? YES/XX

COMMENTS :

The procedure of transfer of appropriations is in preparation.

