



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 the Republic of Guinea**

(presented by the Commission)

EXPLANATORY MEMORANDUM

On the basis of the mandate given to the Commission by the Council, the Community and the Republic of Guinea have negotiated and initialled, on 20 December 2008, a Fisheries Partnership Agreement which provides Community fishermen with fishing opportunities in Guinea's fishing zone. This Partnership Agreement, accompanied by a Protocol and the annexes thereto, has been signed for a period of four 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 the Government of the Revolutionary People's Republic of Guinea on fishing off the Guinean Coast which entered into force on 27 April 1983.

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

The main objective of the new Partnership Agreement is to strengthen cooperation between the European Community and the Republic of Guinea, thereby creating a partnership framework in which to develop a sustainable fisheries policy and responsible exploitation of fishery resources in Guinea's fishing zone, in the interests of both Parties.

The two Parties have agreed to take part in a political dialogue on topics of mutual interest in the fisheries sector. They also undertake to ensure the sustainable exploitation of resources and the control and surveillance of Guinean fishing zones, and to work towards building up institutional capacities in the Republic of Guinea so that the latter carries out a genuine sectoral fisheries policy.

The financial contribution under the Protocol is set at EUR 450 000 per year, corresponding to fishing opportunities in the highly migratory species category. The entire amount of this financial contribution is earmarked for introducing a national fisheries policy based on responsible fishing and on the sustainable exploitation of fishery resources in Guinean waters.

An additional specific contribution of EUR 600 000 for the first year, EUR 400 000 for the second year and EUR 300 000 for the following years will also be granted in order to strengthen the monitoring, control and surveillance system in Guinea's fishing zones and enable Guinea to acquire a satellite surveillance system by 30 June 2010. Finally, the Community will support the efforts made by Guinea to mobilise and use all the resources available in the country to ensure optimum application of the surveillance policy.

The Protocol also lays down that, if the state of shrimp stocks and of Guinean fisheries management in this category so permits, fishing opportunities for shrimp trawlers, at a rate of 800 GRT per quarter, may be granted on an annual basis, subject to the conditions specified in the Protocol, which are aimed at ensuring sustainable fisheries in this category.

In terms of fishing opportunities, 28 seiners and 12 pole-and-line vessels will be authorised to fish. However, at the request of the Community, exploratory fishing surveys may be carried out under the Agreement. If they are conclusive, the Parties may decide to grant Community vessels new fishing opportunities.

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 the conclusion of this new Fisheries Partnership Agreement between the European Community and the Republic of Guinea by Regulation.

Proposal for a

COUNCIL REGULATION

on the conclusion of the Fisheries Partnership Agreement between the European Community and the Republic of Guinea

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) On the basis of the Council Decision of 8 December 2008 authorising the Commission to open negotiations on behalf of the Community with a view to concluding a Fisheries Partnership Agreement with the Republic of Guinea³, the Community has negotiated with the Republic of Guinea a Fisheries Partnership Agreement providing Community vessels with fishing opportunities in the waters over which Guinea has sovereignty or jurisdiction in respect of fisheries.
- (2) As a result of those negotiations, a new Fisheries Partnership Agreement was initialled on 20 December 2008.
- (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 the Republic of Guinea is hereby approved on behalf of the Community.

¹ OJ C [...], [...], p. [...].

² OJ C [...], [...], p. [...].

³ Awaiting publication in the OJ.

The text of the Agreement is attached to this Regulation.

Article 2

1. The fishing opportunities set out in the Protocol shall be allocated among the Member States as follows:
 - (a) tuna seiners

Spain	15 vessels
France	11 vessels
Italy	2 vessels
 - (b) pole-and-line vessels:

Spain	8 vessels
France	4 vessels
2. If applications for fishing authorisations from the Member States referred to in paragraph 1 do not cover all the fishing opportunities set by the Protocol, the Commission may consider applications for fishing authorisations from any other Member State.
3. Without prejudice to the provisions of the Agreement and the Protocol, Council Regulation (EC) No 1006/2008 of 29 September 2008 concerning authorisations for fishing activities of Community fishing vessels outside Community waters and the access of third country vessels to Community waters shall apply⁴.

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 Guinea'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 seas⁵ until the date of entry into force of the regulation establishing detailed rules within the meaning of Article 30 of Regulation (EC) No 1006/2008, and in accordance with those rules thereafter.

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.

⁴ OJ L 286, 29.10.2008, p. 33.

⁵ OJ L 73, 15.3.2001, p. 8.

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

FISHERIES PARTNERSHIP AGREEMENT
between the Republic of Guinea and the European Community

THE REPUBLIC OF GUINEA, hereinafter referred to as "Guinea",

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 Guinea, 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 fishery 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 living marine 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 Guinea 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 Guinean 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 Guinea's fishing zones to guarantee the conservation and sustainable exploitation of fishery resources and develop Guinea's fisheries sector;
- the conditions governing access by Community fishing vessels to Guinea's fishing zones;
- cooperation on the arrangements for policing fisheries in Guinea'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 fishery resources 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) "Guinean authorities" means the Ministry responsible for fisheries;
- (b) "Community authorities" means the European Commission;
- (c) "Guinea's fishing zone" means the waters over which, as regards fisheries, Guinea has jurisdiction. The fishing activities by Community vessels provided for in this Agreement shall be carried out only in the zones in which fishing is authorised under Guinean law;
- (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 Guinea as specified in Article 10 of this Agreement;
- (g) "transshipment" 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 Guinean waters;

- (i) "ACP seamen" means any seamen who are nationals of a non-European signatory to the Cotonou Agreement. To this end, a Guinean seaman is an ACP seaman;
- (j) "surveillance" means the *Centre National de Surveillance et de Protection des Pêches* (CNSP);
- (k) "Delegation" means the European Commission Delegation to Guinea;
- (l) "shipowner" means any person legally responsible for a fishing vessel;
- (m) "fishing authorisation" means the right to engage in fishing activities for a specific period, in a specific zone or specific fishery in accordance with this Agreement.

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

1. The Parties hereby undertake to promote responsible fishing in Guinea'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 undertake to establish the principles of dialogue and of prior consultations, in particular as regards implementation of the sectoral fisheries policy on the one hand and of Community policies and measures which could have an impact on the Guinean fisheries industry on the other.
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, taking care to contribute towards the creation of jobs in Guinea and respecting the state of fishery resources.
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 Guinea shall endeavour to monitor the evolution of resources in Guinea's fishing zone.

2. The two Parties, on the basis of the recommendations and resolutions adopted within all the relevant international fisheries development and management organisations, and in the light of the best available scientific advice, shall consult each other within the Joint Committee provided for in Article 10 of the Agreement and adopt, where appropriate after a scientific meeting and by mutual agreement, measures to ensure the sustainable management of fishery 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 the fisheries in Guinean waters*

1. Guinea 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 Guinea. The Guinean authorities shall notify the Community of any amendments to that legislation. Without prejudice to any provisions which might be agreed between the Parties, Community vessels shall comply with such amendments within one month of their notification.
3. Guinea undertakes to take all the appropriate steps required for the effective application of the fisheries control provisions in the Protocol. Community vessels shall cooperate with the Guinean authorities responsible for carrying out such controls.
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 Guinea has jurisdiction, in accordance with the United Nations Convention on the Law of the Sea.

Article 6 - Conditions governing fishing activities – exclusivity clause

1. Community vessels may fish in Guinea's fishing zone only if they are in possession of a valid fishing authorisation issued by Guinea under this Agreement and the Protocol hereto.
2. For fishing categories not covered by the Protocol in force, and for exploratory fishing, the Ministry may grant fishing authorisations to Community vessels. However, the granting of these authorisations remains dependent on a favourable opinion from the two Parties.
3. The procedure for obtaining a fishing authorisation for a vessel, the charges 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 Guinea a financial contribution in accordance with the terms and conditions laid down in the Protocol and annexes. This single contribution shall be based on two elements, namely:
 - (a) access by Community vessels to Guinea's waters and fishery resources, and
 - (b) Community financial support for introducing a national fisheries policy based on responsible fishing and on the sustainable exploitation of fishery resources in Guinean 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 Guinea 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 joint reassessment of the terms of financial support for implementing a sectoral fisheries policy in Guinea, where this is warranted by the results of the annual and multiannual programming observed by both Parties;
 - (e) termination of this Agreement under Article 15;
 - (f) suspension of the application of this Agreement under Article 14.

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 working towards establishing 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 Guinean and Community legislation.

Article 9 – Administrative cooperation

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

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

Article 10 – Joint Committee

1. A Joint Committee shall be set up to monitor and check the application of this Agreement. The Joint Committee shall perform the following functions:
 - (a) monitoring the performance, interpretation and smooth operation of the application of the Agreement, and the settlement of disputes;
 - (b) monitoring and evaluating the contribution of the Fisheries Partnership Agreement to the implementation of Guinea's sectoral fisheries policy;
 - (c) providing the necessary liaison for matters of mutual interest relating to fisheries;
 - (d) acting as a forum for the amicable settlement of any disputes regarding the interpretation or application of the Agreement;
 - (e) reassessing, where appropriate, the level of fishing opportunities and, consequently, of the financial contribution;
 - (f) defining the conditions governing fishing in accordance with the Protocol;
 - (g) fixing the practical arrangements for the administrative cooperation provided for in Article 9 of this Agreement;
 - (h) any other function that the Parties decide by mutual agreement to confer on it, including with regard to combating illegal, undeclared and unregulated fishing and administrative cooperation.

2. The Joint Committee shall meet at least once a year, alternately in Guinea and in the Community, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either of the Parties.

Article 11 – 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 Guinea and the waters under Guinean jurisdiction.

Article 12 – Duration

This Agreement shall apply for four years from the date of its entry into force; it shall be tacitly renewed for four-year periods, unless notice of termination is given in accordance with Article 15.

Article 13 – Settlement of disputes

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

Article 14 - 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 15 – 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 reduction in the level of fishing opportunities granted by Guinea to Community vessels, or failure to comply with undertakings made by the Parties with regard to combating illegal, undeclared and unregulated fishing.
2. The Party concerned shall notify the other Party in writing of its intention to terminate 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 16 – Protocol and Annex

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

Article 17 National law

The activities of Community fishing vessels operating in Guinean waters shall be governed by the applicable law in Guinea, unless otherwise provided for in the Agreement, this Protocol and the Annex and Appendices hereto.

Article 18 – 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 Guinea on fishing off the coast of Guinea which entered into force on 28 March 1983.

Article 19 – 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 financial contribution provided for in the Agreement between the European Community and the Republic of Guinea on fishing off the coast of Guinea for the period from 1 January 2009 to 31 December 2012

Article 1

Period of application and fishing opportunities

1. For a period of four years from 1 January 2009, the fishing opportunities granted under Article 5 of the Agreement shall be, for highly migratory species (species listed in Annex 1 to the 1982 United Nations Convention) as follows:
 - freezer tuna seiners: 28 vessels;
 - pole-and-line vessels: 12 vessels.
2. From the second year of application of this Protocol and following the joint evaluation of the state of shrimp stocks and the management of Guinean fisheries in this category, fishing opportunities for shrimp trawlers, at a rate of 800 GRT per quarter, may be granted on an annual basis on the following conditions:
 - implementation of transparent management of access to the shrimp fishery and, in particular, of the fishing effort deployed by national and foreign fleets on this species. To this end, Guinea shall transmit annually, by 31 October of each year, a summary table of the fishing effort on this species in Guinean waters;
 - implementation of a surveillance, monitoring and control plan in Guinean waters;
 - scientific analysis of the state of the resource and results of scientific surveys, which shall be communicated annually at the same time as the information on the fishing effort.

The conditions governing fishing for this category shall be defined by mutual agreement each year prior to the issue of the fishing authorisations and in any event prior to the payment of the additional annual financial contribution in proportion to the increase in fishing opportunities provided for in Article 2 of this Protocol.

3. Paragraphs 1 and 2 shall apply subject to Articles 4 and 5 of this Protocol.
4. Vessels flying the flag of a Member State of the European Community may engage in fishing activities in Guinea's fishing zone only if they are in possession of a valid fishing authorisation issued by Guinea 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(1), an annual amount of EUR 325 000 equivalent to a reference tonnage of 5 000 tonnes per year and a specific amount of

EUR 125 000 per year for the support and implementation of Guinea's sectoral fisheries policy. This specific amount shall form an integral part of the single financial contribution⁶ defined in Article 7 of the Agreement.

If additional fishing opportunities are granted, in accordance with Article 1(2), the financial contribution referred to in Article 7 of the Agreement shall also comprise, for the period referred to in Article 1(2), an amount of up to EUR 300 000 per year in proportion to the increase in fishing opportunities.

The amounts referred to above shall be supplemented by a specific Community contribution of EUR 600 000 for the first year, EUR 400 000 for the second year and EUR 300 000 for the following years in order to reinforce the monitoring, control and surveillance system in Guinea's fishing zones and enable Guinea to acquire a satellite surveillance system by 30 June 2010. This contribution shall be managed in accordance with Article 7 of this Protocol.

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 1 050 000 for the first year and, where appropriate, EUR 1 150 000 for the second year and EUR 1 050 000 for the following years) each year during the period of application of this Protocol⁷. These amounts shall not prejudice any changes in fishing opportunities or any inclusion of new fishing opportunities which may be decided in accordance with Articles 4 and 5 of this Protocol.
4. If the overall quantity of catches by Community vessels in Guinea'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 may not be more than twice the amount indicated in paragraph 3 (i.e. EUR 1 050 000 for the first year and, where appropriate, EUR 1 150 000 for the second year and EUR 1 050 000 for the following years). 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 laid down in paragraph 1 shall be made no later than 30 November 2009 in the first year and no later than 1 February in the following years.
6. Subject to Article 6, the allocation of these funds, except for the specific contribution provided for in the third subparagraph of Article 2(1) of this Protocol, shall be decided within the framework of the Guinean Finance Act and, this being the case, the Guinean authorities shall have full discretion regarding the use to which it is put.

⁶ The contribution referred to in the first subparagraph of Article 1 shall be supplemented by the contributions provided for in Chapter II of this Annex, which are paid direct to Guinea and are estimated at EUR 118 000 per year, exclusive of charges in connection with the surveillance and research contribution.

⁷ These amounts shall be supplemented by the contributions provided for in Chapter II of this Annex, which are paid directly to Guinea and are estimated at EUR 118 000 per year, exclusive of charges in connection with the surveillance and research contribution.

7. The payments provided for in this Article shall be paid into a Public Treasury account opened at the *Banque Centrale de la République de Guinée*, the details of which shall be notified each year by the Ministry, except in the case of the specific contribution provided for in the third subparagraph of Article 2(1), which shall be paid directly into a *Centre National de Surveillance et de Protection des Pêches* account, and the first year following the adoption by the two Parties of the programming of these Funds.

Article 3

Cooperation on responsible fishing – Scientific cooperation

1. The Parties hereby undertake to promote responsible fishing in Guinean 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 Guinean authorities shall endeavour to monitor the evolution of resources in Guinea'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) and any other subregional or international organisation concerned.
4. In accordance with Article 4 of the Agreement and in the light of the best available scientific advice, the Parties shall consult each other within the Joint Committee provided for in Article 10 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 fishery resources affecting the activities of Community vessels. Those measures shall take account of the recommendations and resolutions adopted within the International Commission for the Conservation of Atlantic Tunas (ICCAT).

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) of this Protocol confirm that such an increase will not endanger the sustainable management of Guinea's resources. In this case the financial contribution referred to in Article 2(1) shall be increased proportionately and *pro rata temporis*.
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) of this Protocol 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
Other fishing opportunities

1. Should Community vessels be interested in fishing activities which are not indicated in Article 1, the Community shall consult Guinea 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 surveys in Guinea's fishing zones, subject to an opinion by the scientific meeting provided for in Article 3(4) of this Protocol. 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, administrative and financial 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 surveys have produced positive results, while preserving ecosystems and conserving living marine resources, new fishing opportunities may be awarded to Community vessels following the consultation procedure provided for in Article 4 of this Protocol and until the expiry of the Protocol and in accordance with the allowable effort. The financial contribution shall be increased accordingly.

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 Guinea's exclusive economic zone (EEZ), the European Community may suspend payment of the financial contribution provided for in Article 2(1) of this Protocol.
2. The suspension decision in the cases provided for in paragraph 1 above 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.
3. 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.

4. Where the validity of the fishing authorisations 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 Guinean waters

1. The entire amount of the financial contribution and specific contribution set in Article 2(1) of this Protocol 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 Government of Guinea and approved by the two Parties as detailed below.

Guinea shall manage the corresponding amount following the identification by mutual agreement between the two Parties, in accordance with the current priorities of Guinea'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 control and surveillance, the management of resources, improving the health and hygiene conditions of fishery products and strengthening the inspection capacity of the competent authorities.

2. On a proposal from Guinea 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 Guinea shall agree, within the Joint Committee provided for in Article 10 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 above and its specific amounts for the initiatives to be carried out each year;
- (b) objectives, both annual and multiannual, to be achieved with a view to promoting over the long term responsible fishing and sustainable fisheries, taking account of the priorities expressed by Guinea in its national fisheries policy and other policies relating to or having an impact on the promotion of responsible fishing and sustainable fisheries;
- (c) criteria and procedures for evaluating the results obtained each year.

3. The two Parties agree, however, to place particular emphasis on all the support measures for fisheries monitoring, control and surveillance, including surveillance of Guinean waters by sea and by air, setting up a satellite-based vessel monitoring system (VMS) and improving the legal framework and its application in the event of infringements.
4. Any proposed amendments to the multiannual sectoral programme or to 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.

5. Each year, Guinea shall allocate the share corresponding to the amounts referred to in paragraph 1 with a view to implementing the multiannual programme. For the first year of application of the Protocol, that allocation shall be notified to the Community as soon as possible and in any event before the multiannual sectoral programme is approved within the Joint Committee. For each year thereafter, Guinea shall notify the Community of the allocation no later than 31 January of the previous year.
6. Where the joint annual evaluation of the progress made in implementing the multiannual sectoral programme so warrants, the European Community may adjust the amount earmarked for the support and implementation of Guinea's sectoral fisheries policy within the financial contribution referred to in Article 2(1) of this Protocol in order to bring the actual amount of financial resources allocated to implementation of the programme into line with its results.
7. The Community reserves the right to suspend payment of the specific contribution provided for in the third subparagraph of Article 2(1) of this Protocol where, save in exceptional and duly justified circumstances, the results obtained from the first year of application of the Protocol are found to be inconsistent with the programming following the evaluation carried out within the Joint Committee.

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 10 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 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 Guinean authorities shall notify the European Commission of the non-payment. The latter shall perform the appropriate 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 Guinean 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 fishing vessels operating in Guinean waters shall be governed by the applicable law in Guinea, unless otherwise provided for in the Agreement, this Protocol and the Annex and Appendices hereto.

Article 11
Review clause

1. In the event of significant changes in the policy guidelines which led to the conclusion of this Protocol, either Party may request a review of the provisions with a view to a possible amendment thereof.
2. The Party concerned shall notify the other Party in writing of its intention to launch a review of this Protocol.
3. No later than 60 days following notification, the two Parties shall enter into consultations to this end. If no agreement is reached on the review of the provisions, the Party concerned may terminate the Protocol in accordance with Article 14 thereof.

Article 12
Repeal

This Protocol and its annexes repeal and replace the current fisheries Protocol and the framework Agreement between the European Economic Community and Guinea on fishing off the Guinean coast.

Article 13
Duration

This Protocol and the annexes hereto shall apply for a period of four years from 1 January 2009, unless notice of termination is given in accordance with Article 14.

Article 14
Termination

In the event of termination of the Protocol, the Party concerned shall notify the other Party in writing of its intention to terminate it at least six months before the date on which such termination would take effect. Dispatch of the notification referred to in the previous paragraph shall open consultations by the Parties.

Article 15
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 January 2009.

ANNEX

CONDITIONS GOVERNING TUNA FISHING BY COMMUNITY VESSELS IN GUINEA'S FISHING ZONE

Chapter I - Application and issue formalities for fishing authorisations

Section 1 Issue of fishing authorisations

1. Only eligible vessels may obtain an authorisation to fish in Guinea's fishing zone.
2. For a vessel to be eligible, the shipowner, the skipper and the vessel itself must not be prohibited from fishing in Guinea. They must be in order vis-à-vis the Guinean authorities insofar as they must have fulfilled all prior obligations arising from their fishing activities in Guinea under fisheries agreements concluded with the Community, particularly as regards signing on seamen.
3. The relevant Community authorities shall submit (by electronic means) to the Ministry responsible for fisheries in Guinea an application for each vessel wishing to fish 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 Guinean authorities shall take all the necessary steps to ensure that the data received as part of the fishing authorisation application are treated as confidential. Those data shall be used exclusively in the context of the implementation of the Fisheries Agreement.
5. All fishing authorisation applications shall be accompanied by the following documents:
 - proof of payment of the flat-rate advance for the period of validity of the fishing authorisation;
 - 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 Guinean authorities in accordance with Article 2(7) of the Protocol.
7. The fees shall include all national and local charges with the exception of the charge in connection with the fishing surveillance contribution, the charge in connection with the fisheries research contribution and service charges. The surveillance and research charges shall be applicable in proportion to actual presence in Guinea's fishing zone and shall be paid by operators when the final statement of fees is drawn up in accordance with Section 2 of this Annex.

At the request of Guinea, and pending the signature of a VMS Protocol with the Community, the latter shall provide Guinea with satellite data on the periods when vessels were present in the Guinean fishing zone with a view to calculating the charges payable by shipowners under the surveillance contribution.

8. Fishing authorisations for all vessels shall be issued to shipowners or their representatives via the European Commission Delegation to Guinea within 15 working days of receipt of all the documents referred to in point 5 above by the Ministry responsible for fisheries in Guinea.
9. Fishing authorisations shall be issued for a given vessel and shall not be transferable.
10. However, at the request of the European Community and where *force majeure* is proven, a vessel's fishing authorisation shall be replaced by a new fishing authorisation 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 fishing authorisation to the Ministry responsible for fisheries in Guinea via the European Commission Delegation.
12. The new fishing authorisation shall take effect on the day that the shipowner returns the cancelled fishing authorisation to the Ministry responsible for fisheries in Guinea. The Delegation of the European Commission to Guinea shall be informed of the fishing authorisation transfer.
13. The fishing authorisation shall be kept on board at all times. The European Community shall keep an up-to-date draft list of the vessels for which a fishing authorisation has been requested under this Protocol. This draft shall be notified to the Guinean 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 Guinean authority on a list of vessels authorised to fish, which shall be notified to the authorities responsible for fisheries control. In this case, a certified copy of this list shall be sent to the shipowner and kept on board instead of the fishing authorisation until the authorisation has been issued.
14. The two Parties shall seek agreement for the purposes of promoting the introduction of a fishing authorisation 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 fishing authorisation by an electronic equivalent such as the list of vessels authorised to fish in Guinea's fishing zone.
15. The Parties, acting in the Joint Committee, undertake to replace all references to GRT in this Protocol with GT and to adapt all the provisions affected thereby accordingly. This replacement shall be preceded by appropriate technical consultations between the Parties.

Section 2
Fishing authorisation conditions – fees and advance payments

1. Fishing authorisations shall be valid for a period of one year. They shall be renewable.
2. The fee per tonne caught within Guinea's fishing zone shall be EUR 35 in the case of tuna seiners and EUR 25 in the case of pole-and-line vessels.
3. Fishing authorisations shall be issued once the following standard amounts have been paid to the competent national authorities:
 - EUR 4 025 per tuna seiner, equivalent to the fees due for 115 tonnes per year;
 - EUR 500 per pole-and-line vessel, equivalent to the fees due for 20 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 *Centre National des Sciences Halieutiques de Boussoura* (CNSHB). 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 Guinea and to the shipowners.
7. Any additional payments (for quantities caught in excess of 115 tonnes for tuna seiners and 20 tonnes for pole-and-line vessels) shall be made by the shipowners to the competent Guinean 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 for seiners and EUR 25 for pole-and-line vessels.
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

Community vessels may carry out fishing activities in waters beyond 12 nautical miles from the base lines or, where appropriate, beyond the 20 m isobath in the case of tuna seiners and pole-and-line vessels.

Chapter III – Catch reporting arrangements

1. For the purposes of this Annex, the duration of a trip by a Community vessel in Guinea's fishing zone shall be defined as follows:
 - the period elapsing between entering and leaving Guinea's fishing zone, or
 - the period elapsing between entering Guinea's fishing zone and a transshipment and/or landing in Guinea.
2. All vessels authorised to fish in Guinean waters under the Agreement shall notify their catches to the Ministry responsible for fisheries in Guinea 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 5 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 fishing authorisation 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 Ministry responsible for fisheries in Guinea within 45 days following the end of the last trip made during the period. These notifications shall also be made by fax (+224 30 41 36 60) or e-mail (cnspkaly@yahoo.fr).
 - 2.2 Vessels shall declare their catches on the corresponding form in the logbook, in accordance with the specimen in Appendix 3. The words "Outside Guinea's fishing zone" shall be entered in the logbook in respect of periods during which the vessel is not in Guinea's fishing zone.
 - 2.3 The forms shall be filled in legibly and signed by the skipper 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 Guinean Government reserves the right to suspend the fishing authorisation of the offending vessel until formalities have been completed and to apply the penalty laid down in current Guinean legislation to the shipowner. 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 IV – Transhipment and landings

The two Parties shall cooperate with a view to improving landing or transhipment options in the ports of the Republic of Guinea.

1. Landings:

Community tuna vessels which opt to land their catches in a Guinean port shall benefit from a reduction of EUR 5 per tonne fished in Guinea's fishing zone in the fee indicated in point 2 of Section 2 of Chapter 1 of this Annex.

An additional reduction of EUR 5 shall be granted where fisheries products are sold to a processing factory in Guinea.

This mechanism shall apply, for all Community vessels, up to a maximum of 50% of the final statement of catches (as defined in Chapter III of the Annex) from the first year of this Protocol.

2. Detailed rules on checks on the tonnages landed or transhipped shall be laid down at the first meeting of the Joint Committee.

3. Evaluation:

The level of the financial incentives and the maximum percentage of the final statement of catches shall be adjusted within the Joint Committee, in accordance with the socio-economic impact of landings in the year concerned.

Chapter V – Embarking seamen

1. Shipowners shall undertake to employ, for the tuna-fishing season in Guinea's fishing zone, at least 20% of seamen of ACP origin, giving priority to Guinean seamen. Where those provisions are not complied with, the shipowners concerned may be considered by Guinea not to be eligible for a fishing authorisation under Section 1 of Chapter 1 of this Annex.

2. Shipowners shall endeavour to take on board additional Guinean seamen.

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 between 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. The guaranteed gross wage for non-Community seamen signed on freezer tuna seiners fishing under a Fisheries Partnership Agreement between the European Community and a third country shall be equal to the basic minimum wage laid down by the ILO resolution applicable to merchant shipping under the Maritime Labour Convention. This guaranteed wage shall be incorporated in labour contracts. If, however, the Convention concerning Work in the Fishing Sector lays down more favourable provisions on the minimum wage or social rights than the Maritime Labour Convention, the former shall apply.
6. All seamen employed on board Community vessels shall report to the skipper 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 VII – Observers

1. Vessels authorised to fish in Guinean 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 Guinean 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 fishing authorisation 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 Guinean 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 trip in Guinean 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 shall 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 Guinean 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 Guinean 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. Skippers 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 skipper 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.
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 skipper, who may add or cause to be added to it any observations considered relevant, followed by the skipper's signature. A copy of the report shall be handed to the skipper 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 observers shall be paid by the Ministry responsible for fisheries. Shipowners shall pay the *Centre National de Surveillance et de Protection des Pêches* EUR 15 for each day spent by an observer on board a vessel.
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 Guinea's fishing zone under the Agreement shall take on board, instead of regional observers, observers designated by the competent Guinean authorities in accordance with the rules set out above.

Chapter VIII – Control

1. In accordance with point 13 of Section 1 of Chapter I of this Annex, the European Community shall keep an up-to-date draft list of the vessels to which a fishing authorisation has been issued under this Protocol. This list shall be notified to the Guinean authorities responsible for fisheries control 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 Guinean authority on a list of vessels authorised to fish, which shall be sent to the authorities responsible for fisheries control. In this case, a certified copy of this list may be obtained by the shipowner and kept on board instead of the fishing authorisation until the authorisation has been issued.
3. Entering and leaving the zone:
- 3.1. At least three hours in advance Community vessels shall notify the competent Guinean authorities responsible for fisheries control of their intention to enter

or leave Guinea'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 (+224 30 41 36 60) or e-mail (cnspkaly@yahoo.fr) or, for vessels not equipped with a fax or e-mail, by radio (call sign of the *Centre National de Surveillance et de Protection des Pêches*).
- 3.3 Vessels found to be fishing without having informed the competent Guinean authority shall be regarded as vessels in breach of the legislation.
- 3.4 Vessels shall also be informed of the fax and telephone numbers and e-mail address when the fishing authorisation is issued.

4. Control procedures

- 4.1 Skippers of Community fishing vessels engaged in fishing activities in Guinea's waters shall allow and facilitate boarding and the discharge of their duties by any Guinean 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 skipper of the vessel.

5. Satellite control

All Community vessels fishing under this Agreement shall be subject to satellite monitoring in line with Appendix 2. These provisions shall enter into force on the tenth day following notification by the Guinean Government to the European Community Delegation to Guinea of the entry into operation of the Guinea's *Centre National de Surveillance des Pêches* .

6. Boarding

- 6.1 The competent Guinean 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 Guinean 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 Guinean authority has drawn up a statement, the skipper of the vessel shall sign it.
- 7.2 This signature shall not prejudice the rights of the skipper or any defence which he or she may make to the alleged infringement. If the skipper 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 skipper shall take the vessel to the port indicated by the Guinean authorities. In the case of minor infringements, the competent Guinean authorities may authorise the boarded vessel to continue fishing.

8. Consultation meeting in the event of boarding

8.1 Before any measures regarding the skipper 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 Guinean 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 findings. 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 by means of an amicable settlement. 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 Guinean legislation.

9.3 If the case cannot be resolved by means of an amicable settlement 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 paid by the shipowner into a bank account specified by the competent Guinean 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 Guinean 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 above has been lodged and accepted by the competent Guinean authorities, pending completion of the legal proceedings.

10. Transshipments
- 10.1 All Community vessels wishing to tranship catches in Guinean waters shall do so in or off Guinean ports.
- 10.2 The owners of such vessels shall notify the following information to the competent Guinean authorities at least 24 hours in advance:
- the names of the transshipping fishing vessels;
 - the names, IMO 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 Guinea's fishing zone. Skippers of vessels must submit their catch declarations to the competent Guinean authorities and state whether they intend to continue fishing or leave Guinea's fishing zone.
- 10.4 Any transhipment of catches not covered above shall be prohibited in Guinea's fishing zone. Any person infringing this provision shall be liable to the penalties provided for by Guinean law.
11. Skippers of Community fishing vessels engaged in landing or transhipment operations in a Guinean port shall allow and facilitate the control of such operations by Guinean inspectors. Once the inspection has been completed in the port, a certificate shall be issued to the skipper of the vessel.

APPENDICES

1. Application form for a fishing authorisation.
2. Provisions applicable to the satellite-based vessel monitoring system (VMS) and the coordinates of Guinea's fishing zone.
3. ICCAT logbook.

Appendix 1

APPLICATION FORM FOR A FISHING LICENCE

For official use only	Comments
Nationality:.....
Licence No:
Date of signature:
Date of issue:

APPLICANT

Name of firm:

Trade register No:

Name and first name of person responsible:

Date and place of birth:

Occupation:

Address:

.....

Number 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: Breadth: Depth:.....

Gross tonnage: Net tonnage:

Type of construction materials:

Make of main engine:Type:HP rating:

Propeller: Fixed: Variable: Ducted:

Speed:

Call sign: Frequency:

List of sounding, navigating and transmission instruments:

Radar: Sonar: Net sounder:

VHF: BLU: Satellite navigation: Other:

Number of crew:

CONSERVATION

Ice:

Ice and refrigeration:

Freezing: in brine:

dry:

in refrigerated sea water:

Total refrigeration power:

Freezing capacity in tonnes/24 hours:

Hold capacity:

TYPE OF FISHING

A. Demersal

Inshore demersal:

Deep-sea demersal:

Type of trawl: cephalopod:

shrimp:

fish:

Length of trawl:.....

Length of headline:.....

Mesh size in the body:

Mesh size in the wings:

Trawling speed:

B. Deep-sea pelagic (tuna)

Pole and line:

Number of poles and lines:

Seine:

Length of net:..... Depth of net:

Number of tanks:

Capacity (tonnes):

C. Longlines and pots

Surface:

Bottom:

Length of line:Number of hooks:

Number of lines:

Number of pots:

SHORE INSTALLATIONS

Address and authorisation No:

Name of firm:

Activities:

Domestic wholesale fish trade: export:

Type and No of wholesale trader's card:

Description of processing and conservation plant:

.....
.....
.....
.....
.....

Number of employees:

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

Technical remarks

Authorisation of the Ministry responsible for fisheries

Appendix 2

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

Appendix 3

ICCAT LOGBOOK FOR TUNA FISHERY

Name of vessel:	Gross tonnage:.....		Month	Day	Year	Port	<div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;"> </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;"> </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;"> </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;"> </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;"> </div> <div style="border: 1px solid black; padding: 2px;"> </div>
Flag country:	Capacity – (MT):		Vessel DEPARTED:				
Registration No:	Skipper:	Vessel RETURNED:					
Shipowner:	No of crew:.....						
Address:	Reporting date:						
	(Reported by):.....						
		No of days at sea:	No of fishing days:			Trip number:	
			No of sets made:				

Longline

Live bait

Purse seine

Trawl

Outros (Others)

Date	Sector	Surface water	Fishing effort No of hooks used	Capturas (Catches)	Isco usado na pesca (Bait used)
------	--------	---------------	------------------------------------	--------------------	------------------------------------

Month	Day	Latitude N/S	Longitude E/W		Bluefin tuna		Yellowfin tuna		(Bigeye tuna)		(Albacore)		(Swordfish)		(Strip marlin)		(Black marlin)		(Sailfish)		(Skipjack)		(Miscellaneous fish)		Daily total		Saury	Squid	Live bait	(Other)	
					<i>Thunnus thynnus or maccoyi</i>		<i>Thunnus albacares</i>		<i>Thunnus obesus</i>		<i>Thunnus alalunga</i>		<i>Xiphias gladius</i>		<i>Tetrapturus audax or albidus</i>		<i>Makaira indica</i>		<i>Istiophorus albicans or platypterus</i>		<i>Katsuwonus pelamis</i>										
					No. fish	Wt. Kg	No. fish	kg	No. fish	kg	No. fish	kg	No. fish	kg	No. fish	kg	No. fish	kg	No. fish	kg	No. fish	kg	No. fish	kg	No. fish	kg					
LANDING WEIGHT (IN KG)																															

Notes

1 – Use one sheet per month and one line per day.

3 – 'Day' refers to the day you set the line.

5 - The last line (landing weight) should be completed only at the end of the trip. Actual weight at the time of unloading should be recorded.

2 - At the end of each trip, forward a copy of the log to your correspondent or to ICCAT, Calle Corazón de María, 8, 28002 Madrid, Spain

4 - Fishing area refers to the position of the vessel. Round off minutes and record degree of latitude and longitude. Be sure to record N/S and E/W.

6 - All information reported herein will be kept strictly confidential.

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 the Republic of Guinea.

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

11. Maritime affairs and fisheries

1103. International fisheries and law of the sea

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 the Republic of Guinea expires on 31 December 2008. The new Protocol will be valid for a period of four years from 1 January 2009 to 31 December 2012.

The Protocol sets out the financial contribution, the fishing categories and the conditions governing the fishing activities of Community vessels in Guinea's fishing zones.

3.3. Budgetary characteristics (add rows if necessary):

Budget line	Type of expenditure		New	EFTA contribution	Applicant country contribution	Heading in financial perspective
110301	Comp. ⁸	Diff. ⁹	No	None	None	No 2
11010404	Comp.	Non-diff. ¹⁰	No	None	None	No 2

⁸ Compulsory expenditure.

⁹ Differentiated appropriations.

¹⁰ Non-differentiated appropriations.

4. SUMMARY OF RESOURCES

4.1. Financial resources

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

EUR million (to 4 decimal places)

Type of expenditure	Section No			2009	2010	2011	2012	Total
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Operational expenditure¹¹

Commitment appropriations (CA)	8.1	a	See footnotes ¹² and ¹³	1.0500	1.1500	1.0500	1.0500	4.30000
Payment appropriations		b	See footnotes 12 and 13	1.0500	1.1500	1.0500	1.0500	4.30000

Administrative expenditure included in reference amount¹⁴

Technical and administrative assistance (Non-diff.)	8.2.4	c		0.0292	0.0292	0.0292	0.0692	0.1568
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TOTAL REFERENCE AMOUNT

Commitment appropriations		a+c	See footnotes 12 and 13	1.0792	1.1792	1.0792	1.1192	4.4568
Payment appropriations		b+c	See footnotes 12 and 13	1.0792	1.1792	1.0792	1.1192	4.4568

Other administrative expenditure not included in reference amount¹⁵

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

¹² Including: (a) an additional amount of EUR 600 000 in year 1, EUR 400 000 in year 2, and EUR 300 000 in years 3 and 4, which the Community will grant to Guinea under the third subparagraph of Article 2(1) of the Protocol in order to reinforce the monitoring, control and surveillance system in Guinea's fishing zones; (b) an additional amount of EUR 300 000 per year from the second year, under the second subparagraph of Article 2(1) and Article 1(2) of the Protocol, in the event of an improvement in the state and management of shrimp stocks such as to allow fishing opportunities to be granted in this category at a rate of up to 800 GRT per quarter.

¹³ According to the Protocol, the fishing opportunities may be increased by mutual agreement provided that the scientific opinion confirms that such an increase will not endanger the sustainable management of Guinea'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(1) of the Protocol (EUR 450 000). The financial contribution may, however, only be increased subject to budgetary possibilities.

¹⁴ Expenditure within Article 11 01 04 of Title 11.

¹⁵ Expenditure within Chapter 11 01 other than Articles 11 01 04 or 11 01 05.

Human resources and associated expenditure (Non-diff.)	8.2.5	d		0.0671	0.0671	0.0671	0.0671	0.2684
Administrative costs other than human resources and associated expenditure, not included in reference amount (Non-diff.)	8.2.6	e		0.0150	0.0150	0.0150	0.0150	0.0600

Total indicative cost of action

Total CA including cost of human resources		a+ c+ d+ e	See footnotes 12 and 13	1.1613	1.2613	1.1613	1.2013	4.7852
Total PA including cost of human resources		b+ c+ d+ e	See footnotes 12 and 13	1.1613	1.2613	1.1613	1.2013	4.7852

Part-financing details: no part-financing

EUR million (to 4 decimal places)

Part-financing body			2009	2010	2011	2012	Total
	f						
TOTAL CA with part-financing	a + c + d + e + f	See footnotes 12 and 13	1.1613	1.2613	1.1613	1.2013	4.7852

4.1.2. Compatibility with financial programming

- Proposal is compatible with existing financial programming.
- Proposal will entail programming of the relevant heading in the financial perspective.
- Proposal may require application of the provisions of the Interinstitutional Agreement¹⁶ (i.e. flexibility instrument or revision of the financial perspective).

4.1.3. Financial impact on revenue

- Proposal has no financial impact on revenue.

¹⁶ See points 19 and 24 of the Interinstitutional Agreement.

- 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 4 decimal places)

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 revenue Δ						

(Please specify each revenue 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	2009	2010	2011	2012
Total number of human resources	0.85	0.85	0.85	0.85

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 Guinea expires on 31 December 2008. The new Protocol covers the period from 1 January 2009 to 31 December 2012.

The main objective of the new Fisheries Partnership Agreement (FPA) is to strengthen cooperation between the European Community and Guinea, thereby creating a partnership framework within which to develop a sustainable fisheries policy and rational use of fishery resources in Guinea's fishing zone. The main elements of the new Protocol are:

- Fishing opportunities: with an annual reference tonnage of 5 000 tonnes, 28 tuna seiners and 12 pole-and-line vessels will be allocated as follows (based on the method of allocating the fishing opportunities in the previous Protocol, applications by the Member States and the historical rates of utilisation by Member State and by category):
 - tuna seiners: France: 11, Spain: 15, Italy: 2

- pole-and-line tuna vessels: France: 4, Spain: 8
- Annual financial contribution: EUR 450 000
- Specific annual surveillance contribution: EUR 600 000 in year 1, EUR 400 000 in year 2, and EUR 300 000 in years 3 and 4
- Increase subject to an improvement in the state of shrimp stocks and in the management of Guinean fisheries such as to allow fishing opportunities to be granted to shrimp trawlers at a rate of 800 GRT per quarter: EUR 300 000 per year (maximum)
- Advances and fees payable by shipowners¹⁷: EUR 35 for seiners and EUR 25 for pole-and-line vessels per tonne of tuna caught in Guinea's fishing zone. The annual advances are fixed at EUR 4 025 per tuna seiner and EUR 500 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

As regards 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, Guinea will cooperate effectively with the Community in regional bodies such as the Subregional Fisheries Commission (CSRP), the International Commission for the Conservation of Atlantic Tunas (ICCAT) and the Fishery Committee for the Eastern Central Atlantic (CECAF) in the fight against illegal fishing and for the proper management of fish stocks. In addition, the additional surveillance contribution will be specifically earmarked for strengthening the monitoring, control and surveillance system in Guinea's fishing zones.

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

The negotiation and conclusion of fisheries 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 fishery 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;

¹⁷ Advances and fees payable by shipowners do not have an impact on the Community budget.

- contribution to the general objectives of reducing poverty in Guinea, 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. Control system

The Commission (DG MARE, in collaboration with the Delegation of the European Commission to Guinea) will ensure regular monitoring of the 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 Protocol for 2004-08, ending in November 2007, with the assistance of a consortium of independent consultants, with a view to launching 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 Guinea helps support the viability of the Community's tuna industry in the Atlantic Ocean;
- the Protocol is deemed to be capable of contributing 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 Guinea's interests under the Agreement, the conclusions of the evaluation were:

- the Fisheries Agreement can help strengthen institutional capacities in the fisheries sector, by improving research, and monitoring, control and surveillance activities, as well as training and the viability of the small-scale fishing sector;
- the Fisheries Agreement will also have a major impact on the country's budgetary and political stability.

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

- guaranteed jobs on board fishing vessels;

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

The existence of a Community Agreement imposing 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, it guarantees a substantial share of resources to the sectoral fisheries policy in Guinea. As a result of this Fisheries Agreement, monitoring, control and surveillance activities will also be strengthened.

- 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 might not be allocated as agreed (under-programming). To avoid these risks, extensive dialogue is planned on the programming and implementation of the sectoral policy.

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

The financial contribution under the Protocol totals EUR 450 000 per year for the 2009-12 period. This amount will be supplemented by an additional specific contribution of EUR 600 000 for the first year, EUR 400 000 for the second year and EUR 300 000 for the following years in order to strengthen the monitoring, control and surveillance system in Guinea's fishing zones and enable Guinea to acquire a satellite-based surveillance system by 30 June 2010. The Protocol also provides for the allocation of an annual maximum amount of EUR 300 000, subject to an improvement in the state of shrimp stocks and in Guinean fisheries management such as to allow, where appropriate, fishing opportunities to be granted for shrimp trawlers from the second year of application.

By way of comparison, in the Agreement which has expired, the overall financial contribution under the 2004-08 Protocol amounted to EUR 3 400 000, EUR 2 000 000 being paid directly to the Guinean Treasury and EUR 1 400 000 being earmarked for targeted measures aimed at developing the fisheries sector, a significant share of which was allocated to surveillance. Furthermore, an additional amount of EUR 800 000 was included to enable a coastal patrol vessel to be purchased.

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

The evaluation report¹⁸ indicates that the Agreement makes a positive contribution towards the presence of tuna seiners and deep-water shrimp vessels, but has only a very minor impact on the presence of cephalopod vessels and longliners. The contribution of the Agreement towards making the Community market in fisheries products more secure has proven to be small in the case of cephalopods and shrimps, but may be considered greater in the case of tuna.

The new Agreement has taken these recommendations into account by restricting the issue of fishing authorisations to the tuna category alone. On the basis of the results recorded in the first year of application of the Protocol, and on condition that the state of shrimp stocks and of Guinean fisheries management so allows, fishing opportunities for shrimp trawlers, at a rate of 800 GRT per quarter, may be granted annually, subject to the conditions specified in the Protocol, which are aimed at ensuring sustainable fisheries in this category.

The financial contribution under the new Agreement will be allocated in full to the implementation of initiatives taken in the context of the sectoral fisheries policy drawn up by the Government of Guinea. The Community and the Government of Guinea must agree on a multiannual sectoral programme relating to this financial support and on the programming of the additional specific contribution for surveillance. 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 evaluations*

Following on from the study finalised in November 2007 (see points 6.2.1 and 6.2.3), 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 Agreement 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

¹⁸ Ex-post evaluation of the 2004-08 Protocol and ex-ante evaluation of the future Protocol.

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 cost

Commitment appropriations in EUR million (to four decimal places)

		2009		2010		2011		2012		TOTAL	
	Type of output	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 1¹⁹ : To obtain fishing opportunities in exchange for a financial contribution											
Action 1											
Output 1	Maximum number of fishing authorisations per fishing authorisation period	40 fishing authorisations (tuna vessels)	0.4500	40 fishing authorisations (tuna vessels)	0.4500	40 fishing authorisations (tuna vessels)	0.4500	40 fishing authorisations (tuna vessels)	0.4500	160 fishing authorisations (tuna vessels)	1.8000
OPERATIONAL OBJECTIVE No 2 : Specific contribution earmarked for support for the monitoring, control and surveillance system for Guinea's fishing zones											
Action 2											

¹⁹ As described in point 5.3.

Output 2			0.6000		0.4000		0.3000		0.3000		1.6000
OPERATIONAL OBJECTIVE No 3: Improvement in shrimp stocks and acquisition of shrimp fishing opportunities ²⁰											
Action 3											
Output 3			0.0000		0.3000		0.3000		0.3000		0.9000
TOTAL COST			1.0500		1.1500		1.0500		1.0500		4.3000

²⁰ See Article 1(2) of the Protocol.

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 employment		Staff to be assigned to management of the action using existing and/or additional resources (number of posts/FTEs)					
		2009	2010	2011	2012		
Officials and temporary staff ²¹ (11 01 01)	A*/AD	0.25	0.25	0.25	0.25		
	B*, C*/AST	0.3	0.3	0.3	0.3		
Staff financed ²² by Art. 11 01 02							
Other staff financed ²³ by Art. 11 01 04 04		0.3	0.3	0.3	0.3		
TOTAL		0.85	0.85	0.85	0.85		

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;

²¹ Cost of which is NOT covered by the reference amount.

²² Cost of which is NOT covered by the reference amount.

²³ Cost of which is NOT covered by the reference amount.

- preparing and checking the commitment and payment of the financial contribution and of any specific supplementary contributions;
- 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 2009
- Posts to be requested in the next SPA/PDB procedure
- Posts to be redeployed using existing resources within the service concerned (internal redeployment)
- Posts required for year n although not foreseen in the APS/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 (number and heading)	2009	2010	2011	2012	TOTAL
1. Technical and administrative assistance (including related staff costs)					
Executive Agencies ²⁴					
Other technical and administrative assistance:					
- <i>intra-muros</i> ²⁵	19 200	19 200	19 200	19 200	76 800
- <i>extra-muros</i> ²⁶				40 000	40 000
- <i>meeting expenses</i>	10 000	10 000	10 000	10 000	40 000
Total technical and administrative assistance	29 200	29 200	29 200	69 200	156 800

²⁴ Reference should be made to the specific legislative statement for the Executive Agency/Agencies concerned.

²⁵ This expenditure relates to a fisheries expert post (contract agent) based at the Delegation of the European Commission to Senegal financed from budget line 11010404.

²⁶ See footnote 18.

8.2.5. Cost of human resources and associated costs not included in the reference amount

(EUR)

Type of human resources	2009	2010	2011	2012	TOTAL
Officials and temporary staff (11 01 01)	67 100	67 100	67 100	67 100	268 400
Staff financed by Art. XX 01 02 (auxiliary, SNE, contract staff, etc.) (specify budget line)					
Total cost of human resources and associated costs (NOT included in the reference amount)	67 100	67 100	67 100	67 100	268 400

Calculation – **Officials and contract staff**

Reference should be made to Point 8.2.1, if applicable

- 1A = EUR 122 000 x 0.25 = EUR 30 500

1B = EUR 122 000 x 0.15 = EUR 18 300

1C = EUR 122 000 x 0.15 = EUR 18 300

Subtotal: EUR 67 100 (EUR 0.0671 million per year)

- Contract agent at the Delegation to Senegal = EUR 64 000 x 0.3 = EUR 19 200

Total: EUR 86 300 per year (EUR 0.0863 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

(EUR)

	2009	2010	2011	2012	TOTAL
11 01 02 11 01 – Missions	15 000	15 000	15 000	15 000	60 000
11 01 02 11 02 – Meetings and conferences					
XX 01 02 11 03 – Committees ²⁷					
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)	15 000	15 000	15 000	15 000	60 000

²⁷ Specify the type of committee and the group to which it belongs.