



COMMISSION OF THE EUROPEAN COMMUNITIES

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Proposal for a

COUNCIL DECISION

on the conclusion of an Agreement in the form of an Exchange of Letters concerning the provisional application of the Protocol setting out the fishing opportunities and the financial contribution provided for in the Agreement on cooperation in the sea fisheries sector between the European Community and the Islamic Republic of Mauritania for the period 1 August 2001 to 31 July 2006

(presented by the Commission)

EXPLANATORY MEMORANDUM

The Protocol to the Fisheries Agreement between the European Community and the Islamic Republic of Mauritania expired on 31 July 2001. A new Protocol was initialled by both parties on 31 July 2001 fixing the technical and financial conditions governing the fishing activities of Community vessels in the waters of the Islamic Republic of Mauritania during the period 1 August 2001 to 31 July 2006.

The Commission proposes, on this basis, that the Council adopt by Decision the draft Agreement in the form of an Exchange of Letters concerning the provisional application of the new Protocol pending its definitive entry into force.

A draft Regulation on the conclusion of the new Protocol is the subject of a separate procedure.

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THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 300(2) thereof,

Having regard to the proposal from the Commission,

Whereas:

- (1) The Community and the Islamic Republic of Mauritania have held negotiations with a view to determining amendments or additions to be made to the Agreement on fishing off the coast of the Islamic Republic of Mauritania.
- (2) As a result of these negotiations, a new Protocol was initialled on 31 July 2001.
- (3) Under that Protocol, Community fishermen have fishing opportunities in the waters under the sovereignty or jurisdiction of the Islamic Republic of Mauritania for the period 1 August 2001 to 31 July 2006.
- (4) In order to ensure uninterrupted fishing activities by Community vessels, it is essential that the new Protocol be applied as quickly as possible. For this reason, the two parties have initialled an Agreement in the form of an Exchange of Letters providing for the provisional application of the initialled Protocol from 1 August 2001.
- (5) The method for allocating the fishing opportunities among the Member States should be defined,

HAS ADOPTED THIS DECISION:

Article 1

An Agreement in the form of an Exchange of Letters concerning the provisional application of the Protocol setting out the fishing opportunities and the financial contribution provided for in the Agreement on cooperation in the sea fisheries sector between the European Community and the Islamic Republic of Mauritania for the period 1 August 2001 to 31 July 2006 is hereby approved on behalf of the Community.

The texts of the Agreement in the form of an Exchange of Letters and of the Protocol are attached to this Decision.

Article 2

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

Fishing category	Member State	Tonnage/Number of vessels which may be used
Crustaceans except lobsters (GRT)	Spain	4 364
	Italy	1 091
	Portugal	545
Black hake (GRT)	Spain	8 500
Demersal species other than black hake Gear other than trawls (GRT)	Spain	1 300
	Portugal	2 000
Demersal species - trawl (GRT)	Spain	4 000
Cephalopods (vessels)	Spain	50
	Italy	5
Lobsters (GRT)	Portugal	200
Tuna seiners (vessels)	Spain	18
	France	18
Pole-and-line tuna vessels	Spain	20
Surface longliners (vessels)	Portugal	3
	France	8
Pelagic species (vessels)		15

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

Article 3

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

Done at Brussels,

*For the Council
The President*

PROTOCOL

SETTING OUT THE FISHING OPPORTUNITIES AND FINANCIAL COMPENSATION PROVIDED FOR IN THE AGREEMENT ON COOPERATION IN THE SEA FISHERIES SECTOR BETWEEN THE EUROPEAN COMMUNITY AND THE ISLAMIC REPUBLIC OF MAURITANIA FOR THE PERIOD 1 AUGUST 2001 TO 31 JULY 2006

Article 1

For a period of five years from 1 August 2001, the fishing opportunities granted under Article 5 of the Agreement shall be as fixed in the fishing datasheets included in this Protocol.

Article 2

1. For the period of application of this Protocol, the total financial contribution referred to in Article 7 of the Agreement shall be EUR 86 million per year (comprising EUR 82 million financial compensation and EUR 4 million for the financial contributions set out in Article 5 of this Protocol).
2. The Government of the Republic of Mauritania shall have full discretion regarding the use to which the financial compensation is put.

Article 3

1. The financial compensation shall be paid into an account opened by the Central Bank of Mauritania with a financial body designated by the Mauritanian authorities.
2. The financial contribution for the first year as provided for in Article 2(1) above shall be paid no later than 31 December 2001. The contribution for the subsequent years shall be paid no later than 1 August each year.

Article 4

The state of resources shall be reviewed periodically by the Joint Committee on the basis of the available scientific data.

The fishing opportunities referred to in Article 1 of this Protocol may be adjusted in the light of the state of fisheries resources with the agreement of both Parties from 1 January 2004. In that case, the total financial contribution referred to in Article 2 of this Protocol shall be adjusted proportionately by common agreement.

For the duration of this Protocol, the Commission and the Mauritanian authorities shall take all the necessary measures to assess the state of cephalopod stocks in Mauritania's fishing zone. A joint scientific working party shall be set up for that purpose, to meet regularly under the auspices

of the Mauritanian National Oceanographic and Fisheries Research Centre (CNROP) at least once each year. This working party shall be made up of scientists selected by mutual agreement by both Parties.

On the basis of the conclusions of the scientific working party and in the light of the best available scientific advice, the Parties shall hold consultations in the Joint Committee provided for in Article 10 of the Agreement in the second half of 2003 with a view to adjusting by mutual agreement the fishing opportunities and conditions for cephalopods should this be necessary. Any decision to hold a review shall be taken no later than 31 December 2003.

Both Parties undertake to appoint the members of the scientific working party before 31 December 2001. They shall also schedule a meeting of the Joint Committee as soon as possible in order to determine the necessary review procedure and a detailed timetable.

Article 5

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

- (a) EUR 800 000 per year for assistance for research to improve information on fishery resources, monitoring changes in the state of those resources in Mauritania's fishing zone, running the CNROP and improving health conditions in the fisheries sector;
- (b) EUR 1.5 million per year for support for fisheries surveillance, intended to finance the operating costs of the DSPCM and possibly the introduction of new means of surveillance;
- (c) EUR 300 000 per year for institutional support to maritime training with a view to developing and strengthening human resources;
- (d) EUR 50 000 per year for institutional support for developing fisheries statistics;
- (e) EUR 50 000 per year for institutional support for rescue services at sea;
- (f) EUR 50 000 per year for institutional support for the arrangements for managing fishing licences;
- (g) EUR 50 000 per year for institutional support for managing seamen;
- (h) EUR 400 000 per year to cover the expenses of organising and participating in international seminars and meetings;
- (i) EUR 800 000 per year for support to develop small-scale fishing.

These measures, and the amounts to be allocated to them each year, shall be decided on by the Ministry, which will inform the Commission thereof. The annual amounts shall be paid into an account of the Central Bank of Mauritania opened with a financial body designated by the

Mauritanian authorities, no later than 31 December 2001 for the first year, and the anniversary date of the Protocol in subsequent years.

Article 6

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

The Commission reserves the right to request additional information on these results from the competent national authorities and, if necessary, to review the payments concerned in the light of the actual implementation of the measures, after holding consultations with the Mauritanian authorities in the Joint Committee provided for in Article 10 of the Agreement.

Article 7

Should the Commission not make the payments provided for in Article 2 of this Protocol, Mauritania reserves the right to suspend application of the Agreement.

Article 8

The Contracting Parties shall mutual foster cooperation in the fisheries sector. They shall encourage the convergence of interests among Community and Mauritanian private-sector concerns through associations of undertakings, joint ventures and other forms of partnership to exploit fisheries resources and process and market fishery products.

Article 9

Community shipowners shall own the authorised catches by their vessels in their entirety and be free to decide upon their sale. However, the Contracting Parties shall encourage their own operators involved in marketing fishery products to establish permanent joint consultation in order to prevent any competition liable to destabilise the market. The shipowners shall, wherever possible, use port services and other services supplied by Mauritania.

Article 10

Community shipowners shall be free to choose the local agents for their vessels, although they must be of Mauritanian nationality.

The names and addresses of such agents shall be forwarded to the Ministry.

Article 11

This Protocol and the Annexes thereto shall enter into force on the date on which the Contracting Parties notify each other that the procedures necessary for its implementation have been completed.

It shall apply with effect from 1 August 2001.

FISHING DATASHEET No 1

FISHING CATEGORY: FISHING VESSELS SPECIALISING IN CRUSTACEANS OTHER THAN CRAWFISH

1. Fishing category:

1.1. North of latitude 19°21 N, outside the zone marked by the following points:

20°46.3 N	17°03 W
20°40 N	17°07.5 W
20°05 N	17°07.5 W
19°35.5 N	16°47 W
19°28 N	16°45 W
19°21 N	16°45 W

1.2. South of latitude 19°21 N: west of the six-mile line from the low-water mark;

2. Authorised gear: Bottom shrimp trawl

Doubling of the cod-end is prohibited.

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

3. Minimum authorised mesh size: 50 mm

4. Biological recovery: Two (2) months: September and October

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

5. By-catches: 20% fish and 15% cephalopods

6. Authorised tonnage/Fees:

	01/08/2001 – 31/07/2002	01/08/2002 – 31/07/2003	01/08/2003 – 31/07/2004	01/08/2004 – 31/07/2005	01/08/2005 – 31/07/2006
Authorised tonnage (GRT) per year	6000	6000	6000	6000	6000
Fees in EUR/GRT/per year	355	358	361	364	367

7. Comments: -/-

FISHING DATASHEET No 2

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

1 Fishing zone:

1.1 North of latitude 19°15.6 N, west of the line joining the following points:

20°46.3 N	17°03 W
20°36 N	17°11 W
20°36 N	17°36 W
20°03 N	17°36 W
19°45.7 N	17°03 W
19°29 N	16°51.5 W
19°15.6 N	16°51.5 W
19°15.6 N	16°49.6 W

1.2 South of latitude 19°15.6 N as far as latitude 17°50 N, west of the 18-mile line from the low-water mark.

1.3 South of latitude 17°50 N: west of the 12-mile line from the low-water mark.

2. Authorised gear: - bottom trawl
- bottom trawl for hake

Doubling of the cod-end is prohibited.

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

3. Minimum authorised mesh size: 70 mm for the trawl net.

4. Biological recovery: September - October

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

5. By-catches: 25% fish for trawlers and 50% fish for bottom longliners; 0% cephalopods and 0% crustaceans

6. Authorised tonnage/Fees:

	01/08/2001 – 31/07/2002	01/08/2002 – 31/07/2003	01/08/2003 – 31/07/2004	01/08/2004 – 31/07/2005	01/08/2005 – 31/07/2006
Authorised tonnage (GRT) per year	8500	8500	8500	8500	8500
Fees in EUR/GRT/per year	154	159	163	167	172

7. Comments: (1) This category does not include freezer trawlers

FISHING DATASHEET No 3

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

1. Fishing zone:
 - 1.1 North of latitude 19.48.5 N: 3 nautical miles from the baseline of Cap Blanc - Cap Timiris;
 - 1.2 South of latitude 19°48.5N as far as latitude 19°21 N, west of longitude 16°45W
 - 1.3 South of latitude 19.21N: from 3 nautical miles from the low-water mark.

2. Authorised gear: (1)
 - longline
 - fixed gillnets with a maximum depth of 7 m and a maximum length of 100 m. gillnets made of polyamide monofilaments are authorised
 - handline
 - basket
 - seine for fishing for live bait

3. Minimum authorised mesh size: 120 mm for the gillnet.

4. Biological recovery: Two months: September and October

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

5. By-catches: 0% cephalopods and 0% crustaceans.

6. Authorised tonnage/Fees:

	01/08/2001 – 31/07/2002	01/08/2002 – 31/07/2003	01/08/2003 – 31/07/2004	01/08/2004 – 31/07/2005	01/08/2005 – 31/07/2006
Authorised tonnage (GRT) per year	3 300	3.300	3.300	3.300	3.300
Fees in EUR/GRT/per year	174	178	182	186	190
Fees in EUR/GRT/per year	259	263	267	271	275

7. Comments:

- (1) Notification of the type of fishing gear to be used should be made when applying for the licence.
- (2) Gillnets made of polyamide monofilaments are authorised provided they are not banned by Community legislation or in the legislation of one of the Member States.
- (3) Seines may be used only to fish for bait for use in line and basket fishing.
- (4) Use of baskets is authorised for no more than seven vessels of less than 80 GRT each.

FISHING DATASHEET No 4

FISHING CATEGORY: PELAGIC FREEZER TRAWLERS FISHING FOR DEMERSAL SPECIES

1. Fishing zone:

1.1 North of latitude 19°15.6 N, west of the line joining the following points:

20°46.3 N	17°03 W
20°36 N	17°11 W
20°36 N	17°36 W
20°03 N	17°36 W
19°45.7 N	17°03 W
19°29 N	16°51.5 W
19°15.6 N	16°51.5 W
19°15.6 N	16°49.6 W

1.2 South of latitude 19°15.6 N as far as latitude 17°50 N, west of the 18-mile line from the low-water mark.

1.3 South of latitude 17°50 N: west of the 12-mile line from the low-water mark.

2. Authorised gear: trawl net

Doubling of the cod-end is prohibited.

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

3. Minimum authorised mesh size: 70 mm

4. Biological recovery: two months: September and October.

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

5. By-catches: 10% of which a maximum of 5% shrimp and 5% squid and cuttlefish (0% octopus)

6. Authorised tonnage/Fees:

	01/08/2001 – 31/07/2002	01/08/2002 – 31/07/2003	01/08/2003 – 31/07/2004	01/08/2004 – 31/07/2005	01/08/2005 – 31/07/2006
Authorised tonnage (GRT) per year	4000	4000	4000	4000	4000
Fees in EUR/GRT/per year	203	207	211	215	219

7. Comments: -/-

FISHING DATASHEET No 5

FISHING CATEGORY: CEPHALOPODS

1. Fishing zone: Same as laid down by the Mauritanian law applying to its national vessels.

North of latitude 19°15.6 N, outside the zone marked by the following points:

20°46.3 N	17°03 W
20°40 N	17°07.5 W
19°57 N	17°07.5 W
19°28.2 N	16°48 W
19°18.5 N	16°48 W
19°18.5 N	16°40.5 W
19°15.6 N	16°38 W

South of latitude 19°15.6 N as far as latitude 17°50 N, west of the 9-mile line from the low-water mark.

South of latitude 17°50 N: west of the 6-mile line from the low-water mark.

2. Authorised gear: bottom trawl

Doubling of the cod-end is prohibited.

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

3. Minimum authorised mesh size: 70 mm

4. Biological recovery: Two (2) months: September and October

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

5. By-catches: - / -

6. Authorised tonnage/Fees:

	01/08/2001 – 31/07/2002	01/08/2002 – 31/07/2003	01/08/2003 – 31/07/2004	01/08/2004 – 31/07/2005	01/08/2005 – 31/07/2006
Authorised tonnage (GRT) per year	16.500	16.500	16.500	16.500	16.500
Number of vessels	55	55	55	55	55
Fees in EUR/GRT/per year	447	450	453	456	459

7. Comments: (1) The authorised tonnage (GRT) may vary by a maximum of 2%

FISHING DATASHEET No 6

FISHING CATEGORY: CRAWFISH

1. Fishing zone:
 - 1.1 north of latitude 19°21 N: 20 nautical miles from the baseline Cap Blanc -Cap Timiris
 - 1.2 south of latitude 19°21 N: 15 nautical miles from the low-water mark

2. Authorised gear: pots

3. Minimum authorized mesh size: -/-

4. Biological recovery: two months: September and October.

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

5. By-catches: 0%

6. Authorised tonnage/Fees:

	01/08/2001 – 31/07/2002	01/08/2002 – 31/07/2003	01/08/2003 – 31/07/2004	01/08/2004 – 31/07/2005	01/08/2005 – 31/07/2006
Authorised tonnage (GRT) per year	200	200	200	200	200
Fees in EUR/GRT/per year	315	321	327	333	339

7. Comments: -/-

FISHING DATASHEET No 7

FISHING CATEGORY: FREEZER TUNA SEINERS

1. Fishing zone:
 - 1.1 north of latitude 19°21 N: 30 nautical miles from the baseline Cap Blanc -Cap Timiris
 - 1.2 south of latitude 19°21 N: 30 nautical miles from the low-water mark
2. Authorised gear: - seine
3. Minimum authorised mesh size: recommended ICCAT standard
4. Biological recovery: -/-
5. By-catches: 0%
6. Number of vessels/Fees:

	01/08/2001 – 31/07/2002	01/08/2002 – 31/07/2003	01/08/2003 – 31/07/2004	01/08/2004 – 31/07/2005	01/08/2005 – 31/07/2006
Number of vessels authorised to fish	36	36	36	36	36
Advance in EUR/vessel/per year	1.250	1.250	1.250	1.250	1.250
7. Comments: -/-

FISHING DATASHEET No 8

FISHING CATEGORY: POLE-AND-LINE TUNA VESSELS AND SURFACE LONGLINERS

1. Fishing zone:
 - 1.1 north of latitude 19°21 N: 15 nautical miles from the baseline Cap Blanc -Cap Timiris
 - 1.2 south of latitude 19°21 N: 12 nautical miles from the low-water mark
2. Authorised gear:
Pole-and-line and surface longlines
3. Minimum authorized mesh size: -/-
4. Biological recovery: -/-
5. By-catches: 0%
6. Number of vessels/Fees:

	01/08/2001 – 31/07/2002	01/08/2002 – 31/07/2003	01/08/2003 – 31/07/2004	01/08/2004 – 31/07/2005	01/08/2005 – 31/07/2006
Number of vessels authorised to fish	31	31	31	31	31
Advance in EUR/vessel/per year	2.500	2.500	2.500	2.500	2.500

7. Comments:
Live-bait fishing:
 - 7.1 Fishing zone authorised for live-bait fishing:

north of latitude 19.48.5 N: 3 nautical miles from the baseline of Cap Blanc - Cap Timiris;
South of latitude 19°48.5 N as far as latitude 19°21 N, west of longitude 16°45 W
South of latitude 19°21 N: from 3 nautical miles from the low-water mark.
 - 7.2 Minimum authorised mesh size for live-bait fishing: 8 mm
 - 7.3 In accordance with the relevant ICCAT and FAO recommendations, fishing for the basking shark (*Cetorhinus maximus*), white shark (*Carcharodon carcharias*), sand tiger shark (*Carcharias taurus*) and tope shark (*Galeorhinus galeus*) is prohibited.

FISHING DATASHEET No 9

FISHING CATEGORY: PELAGIC FREEZER TRAWLERS

1. Fishing zone:
 - 1.1. North of latitude 19°21 N, outside the zone marked by the following points:

20°46.3	N	17°03	W
20°36	N	17°11	W
20°36	N	17°24.1	W
19°57	N	17°24.1	W
19°45.7	N	17°03	W
19°29	N	16°51.5	W
19°21	N	16°45	W
 - 1.2. South of latitude 19°21 N as far as 17°50 N: from 13 nautical miles from the low-water mark.
 - 1.3. South of latitude 17°50 N as far as 16°04 N: from 12 nautical miles from the low-water mark.
2. Authorised gear: Pelagic trawl
3. Minimum authorised mesh size: 40 mm
4. Biological recovery: -/-
5. By-catches: 3% fish, 0% cephalopods and 0% crustaceans

6. Authorised tonnage/Number of vessels/Fees:

	01/08/2001 – 31/07/2002	01/08/2002 – 31/07/2003	01/08/2003 – 31/07/2004	01/08/2004 – 31/07/2005	01/08/2005 – 31/07/2006
Number of vessels authorised to fish at the same time	15	15	15	15	15
Fees in EUR/GT/month	2,5	2,5	2,5	2,5	2,5

7. Comments: The vessels fall into three categories:
 - Category 1: gross tonnage of less than or equal to 3 000 GT; ceiling: 12.500 T/vessel/year.
 - Category 2: gross tonnage of more than 5 000 GT but less than or equal to 8 000 GT; ceiling: 17.500 T/vessel/year.
 - Category 3: gross tonnage of more than 5 000 GT but less than or equal to 9 500 GT; ceiling: 22.500 T/vessel/year.

During the first year of application of this protocol, the Contracting Parties shall examine the possibility of including under this Agreement fishing by vessels of more than 9 500 GT which have already fished in the Mauritanian EEZ before 31 July 2001.

The decision will be taken on the basis of the situation of stocks, their rational exploitation, the technical characteristics of the vessels, the history of those vessels

in Mauritania's EEZ and taking account of the benefits for Mauritania of allowing these vessels into its zone.

ANNEX I

CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN MAURITANIA'S FISHING ZONE

CHAPTER 1

Documents required for licence applications

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

Where the structure or external appearance of the vessel is changed, a new photograph must also be submitted.

4. Applications for fishing licences shall be lodged for those vessels for which the documents required under points 1, 2 and 3 above have been sent.
5. Before the end of 2003, the Contracting Parties, acting in the Joint Committee, undertake to replace all references to GRT with GT and to adapt all the provisions affected thereby accordingly. This replacement will be preceded by appropriate technical consultations between the parties.

CHAPTER II

Licences - application, issue and validity

1. Eligibility to fish
 - 1.1. Each vessel wishing to fish under this Agreement must be eligible for fishing in Mauritania's fishing zone.
 - 1.2. For a vessel to be eligible, neither the owner, the master nor the vessel itself must be prohibited from fishing in Mauritania. They must be in order vis-à-vis the Mauritanian authorities insofar as they must have fulfilled all prior

obligations arising from their fishing activities in Mauritania under fisheries agreements concluded with the Community.

2. Licence applications

- 2.1. For licences for ocean-going freezer trawlers, the Commission shall submit applications to the Fisheries Ministry at least eight days before the start of fishing operations accompanied by the documents attesting to the technical characteristics. For all other types of licence, the Commission shall submit to the Ministry quarterly lists of the vessels wishing to engage in fishing activities within the limits specified for each fishing category in the fishing datasheets included in the Protocol, at least 30 days before the start of the period of validity of the licences requested. Such lists shall be accompanied by proof of payment. Licence applications failing to arrive within the deadline will not be handled.
- 2.2. These list shall specify clearly, by fishing category, the tonnage, the number of vessels and, for each vessel, its main characteristics, including its fishing gear, the amount of fees and the scientific observers' expenses due for the period concerned and the number of Mauritanian seamen.

Any changes to the particulars of the vessel occurring either since the licence application form was submitted or since the last licence application for such vessels, shall be indicated on a supplementary list. No amendment relating to particulars contained in the register of Community fishing vessels may be made until that register itself has been updated.

- 2.3. A datafile containing all the particulars required to draw up the fishing licences, including any amendments to the vessel data, shall also be attached to the licence application in a format compatible with software used by the Ministry.
- 2.4. Licence applications shall be accepted only in respect of eligible vessels which have completed all the formalities specified in points 2.1, 2.2 and 2.3 above.
- 2.5. In order to facilitate inspections on entering or leaving the zone, vessels holding fishing licences for neighbouring countries may indicate in their licence applications the country and species concerned and the period of validity of such licences.

3. Issue of licences

- 3.1. The Ministry shall issue the licences to the vessel following receipt of the appropriate payments referred to in Chapter 4 at least ten days before the start of their period of validity. That deadline shall be five days in the case of ocean-going vessels. The licences may be obtained from the offices of the Ministry in Nouadhibou or Nouakchott.
- 3.2. Licences shall be drawn up in accordance with the data in the fishing datasheets included in the Protocol. They shall also mention the period of validity, the vessel's technical characteristics, the number of Mauritanian seamen and the payment references of the fees.

- 3.3. Fishing licences may be issued only for vessels which have complied with all the administrative formalities required for the issue of licences.
- 3.4. The Commission Delegation shall be notified of licence applications refused by the Mauritanian authorities. Where appropriate, the Ministry shall provide a credit note against payments relating to these after deduction of the balance of any outstanding unpaid fines.

4. Validity and utilisation of licences

- 4.1. Licences shall be valid only for the period covered by the fees paid and for the fishing zone, the type of gear and fishing category specified in the licence in question.

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

Licences for ocean-going trawlers may be issued for one month.

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

- first period: from 1 August 2001 to 31 December 2001
- second period: from 1 January 2002 to 31 December 2002
- third period: from 1 January 2003 to 31 December 2003
- fourth period: from 1 January 2004 to 31 December 2004
- fifth period: from 1 January 2005 to 31 December 2005
- sixth period: from 1 January 2006 to 31 July 2006

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

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

CHAPTER III

FEES

1. Fees shall be calculated for each vessel on the basis of the annualised rates laid down in the fishing datasheets included in the Protocol. In the case of three-month and six-month licences, the fees shall be calculated on a pro rata basis according to the length of time, plus 3% and 2% respectively.
2. They shall be payable in quarterly periods with the exception of the shorter periods stipulated in the Agreement or consequent on its application, in which case they shall be payable pro rata for the actual duration of the licence.
3. A quarter shall consist of one of the three-month periods beginning 1 October, 1 January, 1 April or 1 July, except for the first period of the Protocol, commencing on 1 August 2001.

CHAPTER IV

Methods of payment

1. Payments shall be made in euro as follows:
 - (a) fees:
 - by transfer to one of the foreign accounts of the Central Bank of Mauritania payable to the Trésor de la Mauritanie.
 - (b) scientific observers' expenses
 - by transfer to one of the foreign accounts of the Central Bank of Mauritania payable to the Ministry;
 - (c) fines
 - by transfer to one of the foreign accounts of the Central Bank of Mauritania payable to the Trésor de la Mauritanie.
2. The amounts referred to in point 1 above shall be considered as actually received on receipt of confirmation from the Treasury or the Ministry following notification by the Central Bank of Mauritania.

CHAPTER V

Communication of catch data

1. The duration of a voyage by a Community vessel shall be defined as follows:
 - either the period elapsing between entering and leaving Mauritania's fishing zone;
 - or the period elapsing between entering Mauritania's fishing zone and a transshipment;
 - or the period elapsing between entering Mauritania's fishing zone and a landing in Mauritania.
2. Fishing log

- 2.1. Masters of vessels shall make a daily record of all the operations specified in the fishing log as shown in the model attached as Appendix 2 to this Annex. This document must be completed legibly and signed by the master of the vessel. For vessels fishing for highly-migratory species, Chapter XIV of this Annex shall apply.
- 2.2. Fishing logs from which entries have been omitted or which contain invalid information shall be deemed not to have been duly kept.
- 2.3. At the end of each voyage, the original of the fishing log shall be sent by the master of the vessel direct to the surveillance authorities. The shipowner must forward a copy of the log to the Delegation.
- 2.4. Failure to comply with points 2.1, 2.2 or 2.3 above shall entail, irrespective of the penalties laid down by Mauritanian law, automatic suspension of the fishing licence until the shipowner has met such obligations.

3. Fishing log annex

- 3.1. Masters of vessels shall keep the fishing log annex as shown in the model attached as Appendix 3 to this Annex. The log shall be completed legibly on each landing or transshipment and signed by the master of the vessel.
- 3.2. At the end of each landing, the shipowner shall send the original of the fishing log annex by mail to the surveillance authorities within a period of no more than thirty days.
- 3.3. At the end of each authorised transshipment, the shipowner shall immediately send the original of the fishing log annex to the surveillance authorities.
- 3.4. Failure to comply with points 3.1, 3.2 or 3.3 above shall entail automatic suspension of the fishing licence until the shipowner has met such obligations.

4. Quarterly catch declarations

- 4.1. By the end of the third month of each quarter the Commission shall notify the Ministry of the quantities caught in the previous quarter by all Community vessels.
- 4.2. This information should be broken down by month, by type of fishing, by vessel and by species.

5. Reliability of data

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

CHAPTER VI

By-catches

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

CHAPTER VII

Landings in Mauritania

Vessels shall not be obliged to land fishery products, except in the case of the compulsory landings provided for below:

Category 4 vessels, i.e. demersal trawlers, shall be obliged to land catches as follows:

1st year of the Protocol:	8 landings
2nd year of the Protocol:	11 landings
3rd year of the Protocol:	14 landings
4th year of the Protocol:	17 landings
5th year of the Protocol:	20 landings

GENERAL CONDITIONS AND FINANCIAL INCENTIVES

1. Landings shall be made at the Mauritanian port of Nouadhibou. Shipowners shall choose the landing dates. They shall inform the Mauritanian port authorities of the chosen date by fax 72 hours before their expected arrival at the port, indicating the estimated total quantity to be landed. The port authorities shall confirm by fax within 24 hours, to the shipowner or agent, that the landing operations can take place within 24 hours of the vessel's arrival in port. Where the port authorities fail to confirm the landing notification within the deadline laid down, the landing obligation of the vessel concerned shall be deemed to have been fulfilled.
2. Landing operations must have been completed within 24 hours following a vessel's arrival in port, failing which the vessel shall be entitled to leave the port and its landing obligation shall be deemed to have been fulfilled. A certificate equivalent to the certificate provided for in point 3 below must be issued to the master.
3. At the end of landing operations, the competent port authorities shall issue a landing certificate to the master.

4. If the number of landings provided for in this Protocol has not been achieved by the end of the third quarter of a given year, the Commission shall notify the Ministry of the list of vessels which are due to make landings during the fourth quarter when it makes its application for licences for that quarter.
5. Where a vessel included in the list referred to in point 4 is unable to make a landing, it may either defer its landing to a subsequent trip or arrange to be replaced by another vessel in the same category. The Commission must be notified immediately to that effect, and shall inform the Ministry forthwith.
6. Any vessel failing to comply with the point of exit and to fulfil its landing obligation shall be penalised in accordance with Chapter I of Annex II to this Protocol.
7. Deep-sea fishermen shall be entitled to free transit with a seaman's licence.
8. Community vessels making landings at Nouadhibou shall have their licence fees reduced for the period during which the landings are made. That reduction shall be 25% of the cost of the current licence.
9. Detailed rules: Copies of the landing certificate(s) for the landing operations carried out by the vessel concerned shall be transmitted to the Delegation. When submitting a new licence application for that vessel, the Delegation shall send the Ministry the copies of the certificates together with a request for reduction of the fees. Unless the Ministry decides otherwise, the reduction shall be applied automatically to the amount of the fee for the new licence.

Before the end of the first three months of application of this Protocol, the Ministry shall send the following information to the Delegation:

the general rules on landings, including port charges,
the establishments approved under the relevant Community regulations,
the bonded warehouses,
the maximum size and number of vessels which can have access to them;
storage conditions and capacity for fresh, chilled and deep-frozen (-22°C) products;
means and frequency of transport to bring fresh fishery products to external markets;
average supply prices and terms (fuel, provisions, etc.);
radio call sign, telephone and fax numbers, telex addresses, working hours of the port authorities' offices;
any other information which can facilitate landing operations.

TAX AND FINANCIAL CONDITIONS

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

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

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

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

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

Vessels not covered by the obligation to land under this Protocol but which nevertheless choose to land catches in Mauritania shall receive favourable treatment.

CHAPTER VIII

Signing-on of Mauritanian seamen

1. Each Community vessel shall take on board Mauritanian seamen, including officers, trainee officers and the scientific observer for the duration of the voyage. There shall be at least:
 - 1.1 – 4 seamen on vessels of less than 200 GRT;
 - 5 seamen on vessels of at least 200 and less than 250 GRT;
 - 6 seamen on vessels of at least 250 and less than 300 GRT;
 - 7 seamen on vessels of at least 300 and less than 350 GRT;
 - vessels of 350 GRT or more shall take on board a number of seamen equivalent to 35% of the crew, but not less than 7.
- 1.2 Shipowners shall endeavour to take on board additional Mauritanian seamen.
- 1.3 Shipowners shall be free to choose the Mauritanian seamen, officers and trainee officers to take on board their vessels.
2. The seamen's employment contracts shall be drawn up in Mauritania between the shipowners or their representatives and the seamen. The contracts shall cover the social security arrangements applicable to the seamen concerned, including life, accident and health insurance.
3. The pay conditions may not be less than those applying to the crews of Mauritanian vessels. To avoid discrimination, the agreed wages shall be paid in accordance with the provisions of the contract of employment.
4. Owners of Community vessels shall ensure the same terms for the signing-on of, and shall entrust equivalent tasks to, Mauritanian seamen, officers and trainee officers as those reserved for seamen, officers and trainee officers of other countries.
5. Seamen shall report to the master of the vessel designated on the day before its proposed sailing date. If a seaman fails to report at the time scheduled for its departure, the vessel is authorized to leave the Mauritanian port once in possession of a certificate of absence for the seaman issued by the surveillance authorities.

The shipowner shall take all necessary steps to ensure that the number of seamen required by this Agreement sign on his vessel by the next trip at the latest.

6. Twice a year on 1 January and 1 July shipowners shall send the Ministry a list by vessel of Mauritanian seamen signed on board.

Pending receipt of the list, the issue of the licence shall be suspended.

7. Failure to comply with any of the provisions contained in point 1 shall be penalised in accordance with Mauritanian law and may entail the suspension or definitive withdrawal of the licence in case of repeated offending.

CHAPTER IX

Technical inspection

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

As an exception to the previous paragraph, the technical inspection procedures applying to tuna vessels, surface longliners and freezer trawlers fishing for pelagic species shall be as laid down in Chapters XIV and XV of this Annex.

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

CHAPTER X

Vessel identification

1. The identification marks of all Community vessels must conform to the relevant Community legislation. The Ministry must be notified of such legislation before this Protocol enters into force. The Ministry must further be notified of any amendment to the legislation at least 30 days before its entry into force.
2. Any vessel attempting to disguise its external identification marks shall be liable to the penalties laid down in the legislation in force.

CHAPTER XI

Suspension or withdrawal of licences

Where the Mauritanian authorities decide to suspend or definitively withdraw the licence of a Community vessel, in application of this Protocol and Mauritanian law, the master of that vessel shall cease fishing activities and make for the port of Nouadhibou. On arrival at Nouadhibou, he shall send the original of his licence to the competent authorities. Once the required obligations have been duly completed, the Ministry shall notify the Commission of the lifting of the suspension and the licence shall be returned.

CHAPTER XII

Other infringements

1. Except for the cases specifically provided for in this Protocol, all other infringements shall be penalised in accordance with Mauritanian law.
2. In the event of serious or very serious fisheries infringements as defined by Mauritanian law, the Ministry reserves the right to prohibit the vessels, masters and, where applicable, the shipowners concerned, provisionally or definitively from all fishing activities in Mauritanian waters.

CHAPTER XIII

Fines

The amount of fines imposed on Community vessels shall be calculated within minimum and maximum limits specified in Mauritanian law. This amount shall be decided in accordance with the procedure laid down in point 3 of Chapter VII of Annex II.

CHAPTER XIV

Provisions relating to vessels fishing highly migratory species

(tuna vessels and surface longliners)

1. As an exception to Chapters I and II of Annex I, licences for tuna seiners shall be issued for a periods of twelve months.

The original licence must be kept on board at all times and presented on request of the competent Mauritanian authorities.

However, on receipt of notification of payment of the advance sent to the Mauritanian authorities by the Commission, the vessel shall be entered on a list of vessels authorised to fish, which shall be sent to the Mauritanian authorities responsible for fisheries inspection. A copy of the said licence may be obtained by fax pending arrival of the licence itself; that copy shall be kept on board.

2. Before receiving its licence, each vessel must be presented for the inspections required by the legislation in force. As an exception to Chapter IX of this Annex, such inspections may be carried out in a foreign port to be agreed. All expenses linked to such inspection shall be borne by the shipowner.

3. The fee to be paid by the shipowner shall be set at EUR 25 per tonne caught within Mauritania's fishing zone.
4. Licences shall be issued following payment to one of the foreign accounts of the Central Bank of Mauritania, payable to the Trésor de la Mauritanie, of a lump sum corresponding to the advance specified in the datasheets in the Protocol.
5. A log-book in accordance with the ICCAT model in Appendix 4 to this Annex shall be kept on vessels for each fishing period spent in Mauritanian waters. It shall be filled in even when no catches are made.

For periods when a vessel is not in Mauritanian waters, the words "Outside Mauritania's EEZ" shall be entered in the abovementioned log-book.

The log-books referred to in this paragraph shall be sent to the Mauritanian authorities within 15 working days of vessels arriving in a port.

Copies of these documents shall be sent to the scientific institutes referred to in the third subparagraph of paragraph 6 below.

6. The Mauritanian authorities shall draw up the statement of fees due for the past calendar year on the basis of the catch declarations for each Community vessel and of any other information in their possession.

The previous year's statement shall reach the Commission by 31 March, for forwarding simultaneously to the shipowners and national authorities of the Member States concerned by 15 April.

Where the shipowners dispute the statement presented by Mauritania, they may request the relevant scientific institutes, e.g. France's Institut de Recherche pour le Développement (IRD), the Instituto Español de Oceanografía (IEO) and the Instituto Português de Investigação Marítima (IPIMAR), to verify the catch data before consulting with the Mauritanian authorities with a view to drawing up the final statement by 15 May of the current year. In the absence of any observations from the shipowners by that date, the statement drawn up by the Mauritanian authorities shall be deemed final. Member States shall forward to the Commission the final statements relating to their own fleets.

Any payment due in addition to the advance shall be made by the shipowners to Mauritania's fisheries authorities no later than 31 May of that year.

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

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

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

A copy of the fax messages or of the record of radio communications shall be kept by the Mauritanian authorities and the shipowners until both parties have approved the final statement of fees referred to in paragraph 6.

8. As an exception to Chapter VIII of this Annex, tuna seiners shall endeavour to sign on at least one Mauritanian seaman per vessel while pole-and-line tuna vessels must sign on three Mauritanian seamen per vessel for the duration of the voyage. This includes officers, trainee officers and scientific observers.
9. As an exception to point I of Chapter V of Annex II, one scientific observer per vessel may be taken on board tuna seiners for an agreed period at the request of the Mauritanian authorities and by common agreement with the shipowners concerned.

CHAPTER XV

Rules on ocean-going freezer trawlers

1. The fishing licence shall be held on board each vessel. If for practical reasons the original licence cannot be delivered to the vessel, a copy or fax may also be kept on board.
2. As an exception to Chapter IX of this Annex, prior inspections of vessels shall take place in Europe. The travel and subsistence expenses of two persons designated by the Ministry to carry out the said inspections shall be payable by the shipowners.
3. The fees, inclusive of all national and local charges and taxes, and the ceilings for catches by type of vessel are specified in the datasheets contained in the Protocol.

Shipowners shall pay a sum of EUR 19 to the Mauritanian public treasury for each tonne caught in excess of the ceiling fixed by type of vessel. Declarations of catch shall be drawn up by common agreement no later than one month after the end of each year.

The fees and any additional amounts due shall be paid to one of the Central Bank of Mauritania's foreign accounts payable to the Trésor de la Mauritanie.

4. As an exception to Chapter I of Annex II, all vessels shall communicate to the surveillance authorities the date, the time and their position each time they enter or leave Mauritania's fishing zone, giving 12 hours' advance notice when entering and 24 hours' when leaving.
5. As an exception to Chapter VIII of this Annex, for the first three years of the Protocol vessels must sign on at least the following numbers of Mauritanian seamen:
 - 5, including one scientific observer, on board each vessel with a total crew of 30 or less;
 - 6, including one scientific observer, on board each vessel with a total crew of 30 or more.

For the last two years of the Protocol, those figures shall be increased by one.

6. Shipowners must take all appropriate measures to transport the Mauritanian seamen and scientific observers at their expense.
7. At least 15 transhipments shall be carried out in Mauritania's territorial waters each year, in accordance with the procedure set out in Chapter III of Annex II to the Protocol.
8. If an offence is detected during an inspection, the master shall sign the statement to that effect. As an exception to point 2 of Chapter VII of Annex II, the vessel shall thus be allowed to continue its fishing activities. The shipowners shall immediately contact the Ministry in order to reach a solution. If a solution cannot be found within 72 hours, the owners must provide a bank security covering the amount of any fines imposed.

Appendix 1

MAURITANIA - EUROPEAN COMMUNITY FISHING AGREEMENT

APPLICATION FORM FOR A FISHING LICENCE

I- APPLICANT

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

II-VESSEL:

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

III-TECHNICAL CHARACTERISTICS AND EQUIPMENT

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

Done at, on

Signature of applicant:

ANNEX II

COOPERATION IN THE MONITORING OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN MAURITANIA'S FISHING ZONE

Chapter I

Entering and leaving the fishing zone

1. Except for tuna vessels and surface longliners and pelagic freezer trawlers, Community vessels operating under this Agreement shall enter and leave Mauritania's fishing zone by one of two passages in the presence of the surveillance authorities:
 - the northern passage, the coordinates of which are 20°40'N - 17°04'W,
 - the southern passage, the coordinates of which are 16°20'N - 16°40'W.

2. Shipowners shall notify the surveillance authorities of their entry into and exit from Mauritania's fishing zone by telex, fax or mail to the numbers or address in Appendix 1 to this Annex.

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

3. The notification referred to in point 2 above shall be given in the following manner:

(a) Entry:

Notice must be given at least 24 hours beforehand and contain the following particulars:

- the position of the vessel at the time of notification,
- the point of entry,
- the day, date and time of exit,
- the amount and species of catch held on board at that time, where vessels have previously stated that they hold a fishing licence for another fishing zone in the subregion, in which case the surveillance authorities will have access to the fishing log concerning that zone and the checks may last longer than the period laid down in point 5 of this Chapter.

(b) Exit

Notice must be given at least 48 hours beforehand in the case of the northern passage and at least 72 hours beforehand in the case of the southern passage. The following particulars must be provided:

- the position of the vessel at the time of notification,
- the point of exit,
- the day, date and time of exit,
- the amount and species of catch held on board at that time.

4. At each entry or exit, vessels shall tune their radios to the frequency of the surveillance authorities at least six hours before the time specified in the notification.
5. Controls should not normally exceed more than one hour on entry and three hours on exit.
6. In the event of the surveillance authorities being overdue or failing to appear, vessels may continue on their way once the periods laid down in point 5 have expired.

In the event of a vessel being overdue or failing to appear, the surveillance authorities may consider the entry or exit notice void once the periods laid down in point 5 have expired.

7. In the event of mass entries or exits, control operations shall be accelerated.
8. Failure to comply with the provisions of points 1 to 6 above shall result in the following sanctions:

(a) the first time:

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

(b) the second time:

- the vessel shall be diverted,
- the catch on board shall be unloaded and confiscated on behalf of the Treasury,
- the vessel shall pay a fine in accordance with Mauritanian law,
- the licence shall be revoked for the remainder of its period of validity;

(c) the third time:

- the vessel shall be diverted,

- the catch on board shall be unloaded and confiscated on behalf of the Treasury,
- the licence shall be definitively revoked,
- the master and the vessel shall be banned from exercising their activities in Mauritania.

Chapter II

Innocent passage

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

Chapter III

Transshipment

1. The catches of Community vessels shall be transhipped within Mauritanian ports.
2. Any Community vessel wishing to tranship catches shall be subject to the procedure laid down in points 3 and 4 below.
3. The owners of such vessels shall notify the surveillance authorities at least 24 hours beforehand, using the means of communications specified in point 2 of Chapter I of this Annex, of the following:
 - the names of the transshipping fishing vessels,
 - the name of the cargo vessels,
 - the tonnage by species to be transhipped,
 - the day, date and time of transshipment.
4. Transshipment shall be considered as an exit from Mauritania's fishing zone. Vessels must therefore provide the surveillance authorities with the originals of the fishing log and the fishing log annex and state whether they intend to continue fishing or leave Mauritania's fishing zone.
5. Any transshipment of catches not covered by points 1 to 4 above shall be prohibited in Mauritania's fishing zone. Any person infringing this provision shall be liable to the penalties provided for by Mauritanian law.

Chapter IV

Inspection and monitoring

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

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

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

2. The Community hereby undertakes to maintain the specific monitoring programme in Community ports. Summaries of reports on the controls carried out shall be sent periodically to the Ministry.

Chapter V

Mauritanian scientific observers on board Community vessels

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

1. Any Community vessel holding a licence for Mauritania's fishing zone, except for tuna seiners, shall take on board a Mauritanian scientific observer. There shall be only one observer at a time per vessel.

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

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

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

3. The Ministry shall inform the Commission of the names of designated observers, along with the requisite documents, at least seven working days before the scheduled date of their embarkation.
4. All costs arising out of the activities of observers, including their salary, emoluments and allowances, shall be borne by the Ministry. If an observer is taken on board or disembarked at a foreign port, travelling expenses and daily allowances shall be borne by the shipowner until the observer boards the vessel or arrives at a Mauritanian port.
5. Masters of vessels designated to take on board a scientific observer shall make all the arrangements to facilitate boarding and disembarkation by the observer.

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

Observers shall be offered every facility needed to carry out their duties. The master shall give them access to the means of communication needed for the discharge of their duties, to documents directly concerned with the vessel's fishing activities, i.e. to the fishing log, the fishing log annex and navigation log, and to those parts of the vessel necessary to facilitate the exercise of their tasks as observer.

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

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

7. Observers must report to the master of the designated vessel the day before the proposed date of embarkation. Should the observer fail to report at the time specified, the vessel is entitled to leave the Mauritanian port with a certificate from the surveillance authorities confirming the absence of an observer.
8. Shipowners shall contribute EUR 3.5 per GRT per quarter per vessel to the costs of scientific observation. This contribution shall be payable at the same time as, and be additional to, the fee payable by the shipowner.

The owners of ocean-going vessels shall pay a contribution of EUR 350 per month and per vessel to the cost of scientific observers, regardless of whether an observer is on board.

9. Failure by a shipowner to comply with the provisions relating to observers shall result in the automatic suspension of the fishing licence until the shipowner has complied with these obligations.
10. Scientific observers should have:
 - a professional qualification,
 - adequate fisheries experience, and
 - a thorough understanding of this Protocol and the Mauritanian rules applicable.
11. Scientific observers shall ensure that Community vessels operating in Mauritania's fishing zone comply with the terms of this Protocol.

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

 - observe the fishing activities of vessels,
 - verify the position of vessels engaged in fishing operations,
 - take biological samples as part of scientific programmes,
 - record particulars of the fishing gear and the mesh sizes of the nets used,
 - verify the entries in the fishing log.
12. Observation shall be confined to fishing activities and related activities governed by this Protocol.

13. Scientific observers shall:
- take all appropriate steps to ensure that the conditions of their boarding and presence on the vessel neither interrupt nor hamper fishing operations,
 - use the instruments and procedures approved for measuring the mesh size of nets used under this Agreement, and
 - treat with due care property and equipment on board the vessel and respect the confidentiality of all the vessel's papers.
14. At the end of the observation period and before leaving the vessel, observers shall draw up a report in accordance with the model in Appendix 2 to this Annex. They shall sign such reports in the presence of the master, who may add or cause to be added to it any observations which he considers relevant, followed by his signature. A copy of the report shall be handed to the master when the observer is put ashore.
15. The competent authorities receiving reports from scientific observers shall be obliged to check their content and conclusions as soon as possible.

Where the competent authorities find that infringements have been committed, they shall take appropriate action including, in accordance with their national laws, the initiation of administrative proceedings against the natural or legal persons responsible. The proceedings initiated must, in accordance with the relevant provisions of national law, be such as effectively to deprive those responsible of any material gain from the infringement or to produce effects proportional to the gravity of the infringement so as effectively to discourage other infringements of the same nature.

Where the port of disembarkation is situated in a Member State other than the flag Member State the former shall inform the flag Member State of the measures taken.

Chapter VI

Mutual observation system for shore-based controls

The Contracting Parties agree to set up a mutual observation system for shore-based controls with a view to improving their effectiveness.

1. Objectives

To observe the controls and inspections carried out by the national inspection authorities in order to ensure compliance with the provisions of the Protocol.

2. Status of observers

The competent authorities of each Contracting Party shall designate an observer and notify the name to the other Contracting Party.

This observer should have:

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

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

When accompanied by national officials, the observer shall have access to the vessels, premises and documents subject to inspection by the said officials.

3. Duties of observers

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

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

4. Implementation

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

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

The duration of the observer mission should not exceed 15 days.

5. Confidentiality

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

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

6. Location

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

7. Financing

Each Contracting Party shall bear the costs of its observer, including travel and board.

Chapter VII

Boarding and application of penalties

1. Transmission of information

The Ministry shall inform the Delegation within 48 hours of any boarding of or application of a penalty to a Community fishing vessel operating in Mauritania's fishing zone and shall provide a brief report of the circumstances and reasons for this boarding.

2. Statement of boarding

After the Mauritanian surveillance authorities have drawn up a statement, the master of the vessel shall sign it.

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

He shall take the vessel to the port of Nouadhibou. In the case of minor infringements, the surveillance authorities may authorise the vessel to continue its fishing activities.

3. Settlement of boarding

3.1. In accordance with this Protocol and Mauritanian law, infringements may be settled administratively or by legal proceedings.

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

- 3.3. If there is no administrative settlement and the matter is brought before a competent judicial body, a bank security amounting to the equivalent in euro of the maximum fine provided for in Mauritanian legislation shall be lodged by the shipowner with a bank designated by the Ministry.
- 3.4. The bank security shall be irrevocable until the legal proceedings have been concluded. It shall be released by the Ministry once legal proceedings end without a conviction. Similarly, in the event of a conviction leading to a fine of less than the security lodged, the balance shall be released by the Ministry.
- 3.5. The vessel shall be released and its crew authorised to leave the port:
- either as soon as the obligations imposed by the administrative settlement procedure have been completed on presentation of the receipt for the settlement, or
 - when the bank security referred to in point 3.3 has been lodged and accepted by the Ministry, pending completion of the legal proceedings.

Chapter VIII

Discarding at sea

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

Chapter IX

Fight against illegal fishing

In an effort to curb illegal fishing activities in Mauritania's fishing zone which jeopardize fisheries management policy, the Contracting Parties agree to exchange information on these activities on a regular basis.

In addition to the measures already applied by the Contracting Parties under existing legislation, they shall consult one another on the possibility of taking supplementary joint or individual action. To this end, they shall step up cooperation, in particular on the fight against illegal fishing.

Appendix 1

MAURITANIA - EUROPEAN COMMUNITY FISHING AGREEMENT

ADDRESS OF THE SURVEILLANCE AUTHORITIES

1. Address: Boîte Postale (BP) 260 Nouadhibou
Mauritania
2. Telephone: (222) 574 57 01 / 574 56 26
3. Fax: (222) 574 63 12 / 574 90 94
4. E-mail : dspcm@toptechnology.mr

Appendix 2

EUROPEAN COMMUNITY - MAURITANIA FISHERIES AGREEMENT REPORT OF THE MAURITANIAN SCIENTIFIC OBSERVER

Name of observer:.....

Vessel: Nationality:.....
 Number and port of registration:.....
 Identity marking:, tonnage : GT Power:.....HP
 Licence:..... No:..... Type:.....
 Master's name: Nationality:.....

Boarded: date:....., Port:
 Disembarked: date:....., Port:

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

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

Observer's findings		
Nature of findings	date	position

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

Done at, on

Observer's signature

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

Report forwarded to
Quality:

AGREEMENT

in the form of an Exchange of Letters concerning the provisional application of the Protocol setting out the fishing opportunities and the financial contribution provided for in the Agreement on cooperation in the sea fisheries sector between the European Community and the Islamic Republic of Mauritania for the period 1 August 2001 to 31 July 2006

A. Letter from the Government of the Islamic Republic of Mauritania

Sirs,

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

"With reference to the Protocol setting out the fishing opportunities and the financial contribution provided for in the Agreement on cooperation in the sea fisheries sector between the European Community and the Islamic Republic of Mauritania for the period 1 August 2001 to 31 July 2006, initialled in Brussels on 31 July 2001, I have the honour to inform you that the European Community is prepared to apply the Protocol on a provisional basis with effect from 1 August 2001, pending its entry into force, provided that the Islamic Republic of Mauritania is disposed to do the same.

This is on the understanding that the first instalment of the financial consideration specified in Article 2 of the Protocol is paid no later than 31 December 2001, in accordance with Article 3 of the Protocol. However, the Community shall do its utmost to act sooner.

I should be obliged if you would acknowledge receipt of this letter and confirm that you are in agreement with its contents."

I have the honour to confirm that the above is acceptable to the Government of the Islamic Republic of Mauritania and that your letter and this letter constitute an agreement in accordance with your proposal.

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

For the Government of the Islamic Republic of Mauritania

B. Letter from the European Community

Sir,

With reference to the Protocol setting out the fishing opportunities and the financial contribution provided for in the Agreement on cooperation in the sea fisheries sector between the European Community and the Islamic Republic of Mauritania for the period 1 August 2001 to 31 July 2006, initialled in Brussels on 31 July 2001, I have the honour to inform you that the European Community is prepared to apply the Protocol on a provisional basis with effect from 1 August 2001, pending its entry into force, provided that the Islamic Republic of Mauritania is disposed to do the same.

This is on the understanding that the first instalment of the financial consideration specified in Article 2 of the Protocol is paid no later than 31 December 2001, in accordance with Article 3 of the Protocol. However, the Community shall do its utmost to act sooner.

I should be obliged if you would acknowledge receipt of this letter and confirm that you are in agreement with its contents.

On behalf of the Council of the European Union