



COMMISSION OF THE EUROPEAN COMMUNITIES

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Proposal for a

COUNCIL REGULATION

on the conclusion of the Protocol defining, for the period from 18 January 2002 to 17 January 2005, the fishing opportunities and the financial contribution provided for by the Agreement between the European Economic Community and the Republic of Seychelles on fishing off Seychelles

(presented by the Commission)

EXPLANATORY MEMORANDUM

The Protocol to the Fisheries Agreement between the European Economic Community and the Republic of Seychelles expires on 17 January 2002. A new Protocol was initialled by both parties on 28 September 2001 fixing the technical and financial conditions governing the fishing activities of Community vessels in Seychelles waters during the period 18 January 2002 to 17 January 2005.

The Commission proposes, on this basis, that the Council adopt by Regulation the Protocol setting out the fishing opportunities and the relevant financial and technical conditions agreed between the European Community and the Republic of Seychelles for the period from 18 January 2002 to 17 January 2005.

A proposal for a Council Decision on the provisional application of the new Protocol pending its definitive entry into force 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 37 in conjunction with Article 300(2) and the first subparagraph of Article 300(3) thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament¹,

Whereas:

- (1) In accordance with the Agreement between the European Economic Community and the Republic of Seychelles on fishing off Seychelles, signed in Brussels on 28 October 1987², the two Parties held negotiations with a view to determining amendments to be made to that Agreement at the end of the period of application of the Protocol attached to the said Agreement;
- (2) As a result of these negotiations, a new Protocol defining for the period from 18 January 2002 to 17 January 2005 the fishing opportunities and the financial contribution provided for by the above mentioned Agreement was initialled on 28 September 2001;
- (3) It is in the Community's interest to approve that Protocol.
- (4) The allocation of fishing possibilities among the Member States should be determined on the basis of the traditional allocation of fishing possibilities under the fisheries agreement,

¹ Opinion delivered on (not yet published in the Official Journal)

² OJ L 119, 7.5.1987, p. 26.

HAS ADOPTED THIS REGULATION:

Article 1

The Protocol defining, for the period from 18 January 2002 to 17 January 2005, the fishing opportunities and the financial contribution provided for by the Agreement between the European Economic Community and the Republic of Seychelles on fishing off Seychelles is hereby approved on behalf of the European Community.

The text of the Protocol is attached to this Regulation.

Article 2

The fishing possibilities provided for in the Protocol are allocated among the Member States as follows:

a) Tuna seiners	Spain	18	vessels
	France	20	vessels
	Italy	1	vessel
	United Kingdom	1	vessel
b) Surface longliners	Spain	15	vessels
	France	5	vessels
	Portugal	7	vessels

If licence applications from these Member States do not exhaust the fishing possibilities provided for in the Protocol the Commission may take into consideration licence applications from any other Member State.

Article 3

The Member States whose vessels are fishing under this Protocol shall notify the Commission of the quantities of each stock taken in Seychelles waters in accordance with the arrangements laid down in Commission Regulation (EC) No 500/2001 of 14 March 2001³.

³ OJ L 73, 15.3.2001, p.8

Article 4

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

Article 5

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

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

Done at Brussels,

*For the Council
The President*

PROTOCOL

DEFINING FOR THE PERIOD 18 JANUARY 2002 TO 17 JANUARY 2005 THE FISHING POSSIBILITIES AND THE FINANCIAL CONTRIBUTION PROVIDED FOR BY THE AGREEMENT BETWEEN THE EUROPEAN ECONOMIC COMMUNITY AND THE REPUBLIC OF SEYCHELLES ON FISHING OFF SEYCHELLES

Article 1

Pursuant to Article 2 of the Agreement, and notwithstanding Article 12 of the Agreement relating to further periods of the Agreement, annual licences to fish simultaneously in Seychelles waters shall be granted to

- a) 40 ocean-going tuna seiners and
- b) 27 surface long-liners

for a period of 3 years beginning on 18 January 2002.

Article 2

The financial contribution (*contrepartie financière*) referred to in Article 6 of the Agreement shall be fixed at EURO 3,460,000 per year, out of which Seychelles agrees to allocate EURO 1,160,000 per year for the purpose of the matters specified in Article 3. The balance (EURO 2,300,000), hereinafter referred to as financial compensation, shall be paid into an account belonging to the government of Seychelles notified by the Central Bank of Seychelles.

The financial contribution corresponds to a catch of 46,000 tons of tuna per year in Seychelles waters. If the catch by Community vessels in Seychelles waters exceeds 46,000 tons, the Community shall increase the financial contribution proportionately.

The first instalment of the financial compensation is to be paid not later than 30 September 2002 and the others by 18 January 2003 and 18 January 2004.

Article 3

During the 3 year period referred to in Article 1, the measures set out below shall be financed from the financial contribution provided for in Article 2, to the total amount of EURO 3,480,000, broken down as follows:

- a) EURO 1,230,000 for the development of local fisheries;
- b) EURO 1,000,000 for the setting up and development of a monitoring control and surveillance system, including appropriate technical assistance;
- c) EURO 950,000 for scientific and technical programmes aiming at greater knowledge of fish stocks;
- d) EURO 300,000 for training courses in the various scientific, technical and economic fields linked to fishing and for attending international meetings.

The above amounts shall be made available no later than 30 September 2002. They shall be paid, as and when requested by the Seychelles Fishing Authority, into a bank account of the Seychelles Fishing Authority, the Seychelles authority responsible for the management of these programmes.

All these measures shall be decided by the Seychelles Fishing Authority who will inform the European Commission.

The competent Seychelles authorities shall transmit an annual report on the implementation of these measures and the results achieved to the Delegation of the European Commission in charge of the Seychelles, three months after the anniversary date of the Protocol. The European Commission reserves the right to request further information on these results from the competent Seychelles authorities and to review the payments concerned in the light of the actual implementation of such measures, after consultation in the framework of the Joint Committee as provided for in Article 7 of the Agreement.

Article 4

If the European Community fails to make the payments provided for in Articles 2 and 3, Seychelles may suspend the implementation of this Protocol.

Article 5

Where as a result of circumstances solely attributable to the fault or negligence of Seychelles fishing activities cannot be carried out in Seychelles waters, the European Community may, after prior consultation with Seychelles, suspend the payment of the financial contribution, provided that the Community shall pay any amount which has become due at the time of the suspension.

Payment of the financial contribution shall recommence once the situation has returned to normal and following consultation and agreement between the two Parties confirming that the situation is likely to allow a return to normal fishing activities.

Article 6

The Protocol and Annex I, dated 17 January 1999, to the Agreement between the European Economic Community and the Republic of Seychelles on fishing off Seychelles, which came into force on 28 October 1987, are hereby rescinded and replaced by this Protocol and its Annex I.

Article 7

This Protocol and its Annex will enter into force when the Parties exchange the notification concerning the accomplishment of the respective appropriate adoption procedures

They are applicable from 18 January 2002.

ANNEX I

Conditions for the pursuit of fishing activities by Community vessels in Seychelles waters

1. LICENCE APPLICATION AND ISSUING FORMALITIES

The procedure for applications for, and issue of, licences enabling Community vessels to fish in Seychelles waters shall be as follows:

- 1.1. the European Commission shall present to the Seychelles Fishing Authority (SFA), via its Delegation in charge of Seychelles, an application, made by the ship-owner, for each vessel that wishes to fish under this Agreement at least 20 days before the date of commencement of the period of validity requested. The application shall be made on the form provided for that purpose by Seychelles, a specimen of which is annexed as Appendix 1;
- 1.2. every licence shall be issued for one designated vessel. At the request of the European Commission, the licence for a vessel may, and, in case of force majeure, will be replaced by a licence for another Community vessel;
- 1.3. the licences shall be delivered by the Seychelles authorities to the ship-owners, or their representatives or agents. The Delegation of the European Commission in charge of Seychelles shall be notified of the licences granted by the Seychelles authorities;
- 1.4. the licence document must be held on board at all times; however, on reception of notification of payment of the advance sent to the Seychelles authorities by the European Commission, the vessel shall be entered on a list of vessels authorised to fish, which shall be sent to the Seychelles authorities responsible for 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;
- 1.5. the authorities of Seychelles shall communicate before the date of entry into force of the Agreement the arrangements for payment of the licence fees, and in particular the details of the bank accounts and the currencies to be used.

2. VALIDITY OF LICENCES AND PAYMENT

- 2.1. Licences shall be valid for a period of one year. They are renewable.
- 2.2. The fee shall be set at EURO 25 per ton caught within Seychelles waters.

Licences shall be issued following advance payments to Seychelles of a lump sum, per year and for each vessel, of EURO 10,000 for tuna seiners, EURO 2,000 for surface long-liners of more than 150 GRT and EURO 1,500 for surface long-liners of 150 GRT or less. Such amounts are equivalent to the fees for respectively 400 tons, 80 tons and 60 tons caught within Seychelles waters per year.

- 2.3. Surface long-liners shall, before the starting of their fishing campaign in Seychelles waters and at the end of it, call into Port Victoria to check the catches held on board. However, at the request of the ship-owner, the Seychelles authorities might exempt the vessel of that requirement.

Fishing licences for surface long-liners shall authorise the fishing of not only tuna but also swordfish, marlin and sailfish.

- 2.4. The Seychelles Fishing Authority (SFA) will draw up a statement of fees due in respect of the previous calendar year on the basis of catch declarations by Community vessels and other information in the possession of SFA.

The statement will be sent to the Commission before 31 March of the current year. The Commission will transmit it before 15 April simultaneously to ship-owners and national authorities of the concerned Member States.

Where the ship-owners do not agree with the statement submitted by the SFA, they may consult the scientific institutes competent for verifying catch statistics such as the IRD (Institut de Recherche pour le Développement), the IEO (Instituto Español de Oceanografía) and IPIMAR (Instituto de Investigação das Pescas e do Mar), and thereafter discuss together with the Seychelles authorities to establish the final statement before 15 May of the current year. In the absence of observations by the ship-owners at that date, the statement submitted by the SFA is considered as the final one.

The Member States will notify the Commission of the final statement relating to their own fleet.

Ship-owners shall make any additional payment above the advance to the Seychelles fishery authorities at the latest by 31 May of the same year.

Where the final statement is less than the above mentioned advance, the balance shall not be recoverable by the ship-owner.

3. DECLARATIONS OF CATCHES

- 3.1. The Community vessels licensed to fish in Seychelles waters shall fill a fishing form as set out in Appendices 2 and 3, for each trip it undertakes in Seychelles waters. In the absence of catches, the fishing forms shall still be filled in.

- 3.2. For the periods for which a Community vessel referred to in point 3.1 was not present in Seychelles waters, it shall provide the above mentioned fishing form with the notation "Outside Seychelles EEZ".

- 3.3. As far as the release of the fishing forms referred to in points 3.1 and 3.2 is concerned, the Community vessels shall:

- in the case they call into Port Victoria, submit the completed forms to the Seychelles authorities within five days of arrival, or in any event before it leaves port, whichever occurs first;

- in any other case, send the completed forms to the Seychelles authorities within 14 days of arrival in any port other than Victoria.

Copies of these fishing forms must also be sent to the scientific institutes referred to in point 2.4.

- 3.4. In the event of failure to comply with these provisions, the sanctions referred to in point 11 will be applicable.

4. OBSERVERS

Tuna seiner vessels shall, at the request of the Seychelles authorities, take on board one observer, and when the Seychelles authorities think it appropriate and necessary, two observers, designated by the said authorities in order to check the position of vessels and catches made in Seychelles waters including scientific research.

Observers shall have all facilities necessary for the performance of these duties, including access to places, documents and communication equipment. An observer must not be present for longer than the time required to fulfil his duties. Observers shall be granted officer status while on board. Should a tuna seiner with a Seychelles observer on board leave Seychelles waters, every step will be taken to ensure that the observer returns to Seychelles as soon as possible, at the ship-owner's expense.

If an observer is not present at the time and place agreed and during the twelve hours following the time agreed, ship-owners shall be automatically absolved of their obligation to take the observer on board.

The salary and the social contributions of the observer shall be borne by the relevant Seychelles authorities.

5. VESSEL MONITORING SYSTEMS

Community vessels fishing under the Agreement shall be monitored, *inter alia*, by vessel monitoring systems, without discrimination, under the conditions to be agreed by the Parties.

6. EMPLOYMENT OF SEAMEN

Each tuna seiner shall take on board at least two Seychelles seamen designated by the Seychelles authorities, in agreement with the ship-owner, during its fishing campaign.

The employment contracts of the seamen shall be drawn up in Victoria between the ship-owners representatives and the seamen in agreement with the Seychelles Ministry responsible for employment.

These contracts shall also cover the social security arrangements applicable to the seamen including life accident and sickness insurance.

7. LANDING

Tuna seiners landing in the port of Victoria will endeavour to make their by-catches available to the Seychelles authorities at the local market price.

Furthermore, the Community tuna seiners shall participate in supplying tuna to the Seychelles canneries at international market price.

8. COMMUNICATIONS

Within three hours of each entry and exit of the zone and every three days during their fishing activities in Seychelles waters, Community vessels shall communicate directly to the Seychelles authorities, in priority by fax or, in the event of failure, by radio their position and the volume of catches held on board.

The number of the fax and the radio frequency shall be indicated on the licence.

A copy of the communications by fax or a record of the radio communications referred to above shall be kept by the Seychelles authorities and the ship-owners until the approval by both parties of the final statement of the fees referred to in point 2.4.

In the event of failure to comply with these provisions, the sanctions referred to in point 11 will be applicable.

9. FISHING ZONES

To avoid any adverse effect on small-scale fisheries in Seychelles waters, fishing by Community vessels shall not be authorised in the zones defined in Seychelles regulations nor within three miles around any fish-aggregating device placed by Seychelles authorities, the geographical positions of which have been communicated to the ship-owners' representatives or agents.

10. PORT EQUIPMENT AND USE OF SUPPLIES AND SERVICES

Community vessels shall endeavour to procure in Seychelles all supplies and services required for their operations. The Seychelles authorities will lay down, in agreement with the ship-owners, the conditions for using port equipment and, if necessary, supplies and services.

11. SANCTIONS

Failure to observe any one of the above rules, the management and conservation of living resources measures or the Seychelles legislation may be penalised by suspension, revocation or non-renewal of the vessel's fishing licence. Suspension or revocation of a fishing licence shall be regarded as *force majeure* for the purpose of point 1.2 of this Annex.

The European Commission will immediately be fully informed of any suspension or revocation and of all relevant facts related thereto.

12. ARREST OF FISHING VESSELS

The Seychelles authorities shall inform the Delegation of the European Commission and the flag State, within 48 hours, of the arrest of any fishing vessel flying the flag of a Member State of the Community fishing under the Agreement in Seychelles fishing zone and shall transmit a brief report of the circumstances and reasons leading to such arrest. The Delegation and the flag State shall be kept informed of any proceedings initiated and penalties imposed.

Appendix 1

APPLICATION FORM FOR A FOREIGN FISHING VESSEL LICENCE

Name of applicant:

Address of applicant:.....

Name and address of charterer of vessel if different from above:

Name and address of other legal representative in Seychelles:

Name and address of master of vessel:

Name of vessel:

Type of vessel:

Length and registered net tonnage of vessel:

Engine type, horse power and gross registered tonnage:

Port and country of registry:.....

Registration number:

Fishing vessel external identification:.....

Radio call sign/signal letters:

Frequency:.....

Particulars of equipment:

Number and nationality of crew:.....

Proposed fishing area and species of fish:

Description of fishing operations, joint ventures and other contractual arrangements:
.....

I certify that the above particulars are correct.....

Date:Signature:.....

Appendix 3

STATEMENT OF CATCH FOR SURFACE LONGLINERS

Name of vessel: _____ Skipper's name: _____

Date of setting: ___/___/___ Start of trip: ___/___/___/___ at: _____

Trip number: _____ Setting number: _____

Wind direction: _____	Force: _____ (Beaufort)
Sea conditions: _____	Swell: _____
Surface temperature: ___° C	Current: speed: _____ Direction: _____
Moon: New moon + ___ days	Moon rises: _____
	Moon sets: _____ 0 to 24 hours

Setting details

Start time: _____ Finishing time: _____

Section	Position	Heading	Speed	Remarks
Depart: radio buoy number 1				
Radio buoy number 2				
Radio buoy number 3				
Radio buoy number 4				
Radio buoy number 5				
Radio buoy number 6				
Radio buoy number 7				

Number of hooks: _____

Length: Buoy lines: Branch lines: _____

Length of line: _____

Recorded depth of the line (sounder): _____

Bait: Shrimp: _____ % Mackerel: _____ % _____: _____ %

Details of catch

	Time (0 à 24 H)		Latitude			Longitude		
Start of turn								
End of turn								

Species	Number	Estimated unit weight	Total weight	Number of fish eaten
Swordfish*				
Yellowfin**				
Bigeye**				
Marlin**				
Sailfish*				
Seabream				
Shark				
Other (give details)				
Total weight				

Total weight of catch landed (weighed)

(*) VDK;
 (**) with head, gilled
 state the type of weight used (VAT, VDK, whole) if different from that specified

LEGISLATIVE FINANCIAL STATEMENT

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

Activity(ies): International Fisheries Agreements

TITLE OF OPERATION: NEW PROTOCOL SETTING OUT THE FISHING OPPORTUNITIES AND FINANCIAL CONTRIBUTION UNDER THE EC/SEYCHELLES FISHERIES AGREEMENT

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

B78000: International Fisheries Agreements

2. OVERALL FIGURES

2.1 Total allocation for action (Part B): EUR 10.380 million for commitment

2.2 Period of application: 2002-2005

2.3 Overall multiannual estimate of expenditure: EUR 10.380 million

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

EUR million (to three decimal places)

	Year n	n + 1	n + 2	n + 3	n + 4	n + 5 and subs. years	Total
Commitments	3.460	3.460	3.460	---	---	---	10.380
Payments	3.460	3.460	3.460	---	---	---	10.380

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

Commitments							
Payments							

Subtotal a+b							
Commitments	3.460	3.460	3.460				10.380
Payments	3.460	3.460	3.460				10.380

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

Commitments/payments	1.154	1.154	1.154				3.462
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TOTAL a+b+c							
Commitments	4.614	4.614	4.614				13.842
Payments	4.614	4.614	4.614				13.842

2.4 Compatibility with financial programming and the financial perspective

Proposal compatible with existing financial programming.

This proposal will entail reprogramming of the relevant heading in the financial perspective.

This may entail application of the provisions of the Interinstitutional Agreement.

2.5 Financial impact on revenue:

No financial implications (involves technical aspects regarding implementation of a measure)

OR

Financial impact - the effect on revenue is as follows:

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

EUR million (to one decimal place)

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

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

3. BUDGET CHARACTERISTICS

Type of expenditure		New	Participation EFTA	Participation applicant countries	Heading Financial Perspective
Comp	Diff	NO	NO	NO	No

4. LEGAL BASIS

- Article 37 of the Treaty, in conjunction with Article 300(2) and the first subparagraph of Article 300(3);
- EC/Seychelles Fisheries Agreement (Council Regulation (EEC) No 1708/87 of 15 June 1987, OJ L 160, 20.6.1987)

5. DESCRIPTION AND GROUNDS

5.1 Need for Community intervention

5.1.1 Objectives pursued

The current Protocol to the Fisheries Agreement between the European Community and the Republic of Seychelles expires on 17 January 2002.

The purpose of this renewal is to allow Community vessels to continue fishing (in particular tuna) in Seychelles' exclusive economic zone (EEZ) in accordance with the arrangements set out in the Protocol initialled by the Commission, on behalf of the Community, and the Seychelles negotiators at the conclusion of the negotiations which took place in Victoria, Seychelles from 25 to 28 September 2001.

5.1.2 Measures taken in connection with ex ante evaluation

The Protocol approaching its expiry date (1999/2002) has been evaluated by the relevant departments of the Commission's Fisheries DG. This evaluation shows that average utilisation in terms of issue of licences was satisfactory for tuna seiners, between 70% and 80%, but less than satisfactory for surface longliners, 46% on average. (Total fishing opportunities under the 1998-2001 Protocol covered 47 tuna seiners and 32 surface longliners).

In terms of catches, the average for the last three years (1998-2000) was approximately 22 000 tonnes per year, with a peak of 29 000 tons in 2000. These data compare with a reference weight of 46 000 tonnes per year.

5.1.3 Measures taken following ex-post evaluation

The ex post evaluation report on fisheries agreements of September 1999 (IFREMER) drew some conclusions which were taken into account in the negotiations with Seychelles. Thus, for example, the advance payments by ship-owners have been increased and improvements have been made to the procedures for checking the targeted measures, which account for 1/3 of the overall financial contribution.

Furthermore, it should be emphasised that the new protocol reduced the fishing possibilities for the EC fleet (from 79 to 67 units overall) in order to better match fishing possibilities with real utilisation. In spite of this reduction, it must be underlined that, under the previous protocol, the utilisation in terms of licences issued has always been satisfactory with utilisation rates averaging between 70 and 80%, particularly for the important category of tuna seiners.

5.2 Actions envisaged and arrangements for budget intervention

The Protocol initialled on 28 September 2001 provides for fishing opportunities for 40 tuna seiners and 27 surface longliners, i.e. twelve vessels less than under the previous Protocol.

The reference weight remained stable at 46 000 tons per year.

The unit cost of each tonne of tuna caught is EUR 75.2 payable by the Community for the reference weight and EUR 25 payable by the ship-owners.

Under the new Protocol (2002-05), the Community will pay a total financial contribution of EUR 10 380 000 (over three years), slightly more than for the 1999-2002 Protocol (+0.02%). In spite of a reduction of the fishing possibilities, the maintenance of the financial contribution at the level set in 1999 finds justification in two respects : a) the EC inflation rate that, from January 1999 to October 2001, accounted for a depreciation of approximately 6%; b) the increase of the world price of tuna that, for instance, for the yellowfin species, passed from an average price of approximately €1000 per ton in 1999 to more than €1150 per ton in 2001.

Out of the amount of the financial contribution, 33.5% (EUR 3 480 000) will go towards financing targeted measures aiming at developing the fisheries sector in Seychelles (support to the local fishery sector, financing of scientific programmes, monitoring control and surveillance of fishing activities, financing grants and training courses).

The financial compensation (EUR 2 300 000/year) will be paid before 30 September the first year and by the anniversary date of the Protocol the following years, into a government account to be indicated by the Central Bank of Seychelles.

Because tuna is such a highly migratory species, actual catches taken in a given zone can fluctuate greatly from one fishing year to the next. The catches taken by the Community fleet in the waters of a non-member country cannot therefore be known in advance. Therefore, as in all other tuna agreements, the Community pays a fixed amount which is in relation to an expected catch weight ("reference weight") calculated on the basis of the catches recorded during previous years, adjusted, where necessary, according to: a) the number of vessels authorised to fish; b) the fishing technical conditions to be respected; c) the amount and quality of targeted measures, d) the duration of the protocol. If the expected catch weight is exceeded, an additional amount in proportion to the excess is paid by the Community. If the expected catch is not taken, the non-member country keeps the amount initially paid.

The guidelines laid down by the Council for negotiating fisheries agreements with the ACP States specify that account must be taken of the Community's interest in maintaining or establishing fisheries relations with the countries concerned.

Furthermore, it must be stressed that the EC/Seychelles Fishery Agreement is the most important tuna Agreement concluded by the EC with a third country and that it is the cornerstone of the activity and presence of the EC tuna fleet in the entire Indian ocean. For these reasons, the EC draws important political benefits from the conclusion of such an agreement, which is also relevant for its geo-strategic implications.

5.3 Methods of implementation

The Commission is solely responsible for implementing the Protocol and will do so through its officials posted in both Brussels and its Delegation in Mauritius (responsible also for Seychelles).

6. FINANCIAL IMPACT

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

6.1.1 Financial intervention Commitments in EUR million (to three decimal places)

Breakdown	Year n	n + 1	n + 2	n + 3	n+ 4	n + 5 and subs. years	Total
Action 1							
Action 2							
Etc.							
TOTAL							

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

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

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

Commitments in EUR million (to three decimal places)

Breakdown	Type of products/outputs (projects, files)	Number of outputs (total for years 1...n)	Average unit cost	Total cost (total for years 1...n)
	1	2	3	4=(2X3)
<u>Action 1</u> - Measure 1 - Measure 2 <u>Action 2</u> - Measure 1 - Measure 2 - Measure 3 etc.	Fishing opportunities in exchange for a financial contribution	Reference weight: 46 000 tons/year	EUR 75.2 /ton	EUR 3.460 million/year
TOTAL COST				EUR 10.380 million (1)

(1) Total cost over 3 years.

7. IMPACT ON STAFF AND ADMINISTRATIVE EXPENDITURE

7.1. Impact on human resources

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

7.2 Overall financial impact of human resources

Type of human resources	Amount in EUR	Method of calculation *
Officials Temporary staff	972.000	EUR 108 000 * 9 (title A1, A2, A4, A5, A7)
Other human resources (give budget line)	98.372	EUR 42.816 (SNA) + EUR 55.556 (AUX B)
Total	1.070.372	

The amounts are total expenditure for twelve months.

7.3 Other administrative expenditure deriving from the action

Budget heading (Number and title)	Amount in EUR	Method of calculation
Overall allocation (Title A7)		
A0701 – Missions	82.243	
A07030 – Meetings	1.371	
A07031 - Compulsory committees ⁽¹⁾	0	
A07032 - Non-compulsory committees ⁽¹⁾	0	
A07040 – Conferences	0	
A0705 - Studies and consultations		
Other expenditure (state which)		
Information systems (A-5001/A-4300)		
Other expenditure – Part A (state which)		
Total	83.614	

The amounts are total expenditure for twelve months.

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

I.	Annual total (7.2 + 7.3)	EUR 1 153 986
II.	Duration of action	Three years
III.	Total cost of action (I x II)	EUR 3 461 958

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

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

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

8. FOLLOW-UP AND EVALUATION

8.1 Follow up arrangements

The financial compensation (EUR 2 300 000/year) is to be paid before 30 September the first year and by anniversary date of the protocol for the following years into a government account to be indicated by the Central Bank of Seychelles. The Government of Seychelles is solely responsible for the use to which this compensation is put.

A new Article 5 of the Protocol stipulates that where exceptional circumstances prevent fishing activities, the European Community may suspend payment of the financial contribution.

The amounts allocated to financing the targeted measures (EUR 3 480 000 over 3 years) are to be made available to the Seychelles Fishing Authority on the basis of the breakdown in Article 3 of the Protocol⁴. The Seychelles Fishing Authority will have to inform *a priori* the Commission about the programmes they intend to finance.

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

8.2 Arrangements and schedule for the planned evaluations

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

Utilisation of the fishing opportunities is under permanent assessment in terms of both licences issued and catches, including their value. Before a possible renewal in 2005, the protocol will be submitted to an evaluation, in conformity with the Communication (SEC(2000)1051) of 26 July 2000 on strengthening evaluation of Commission activities. This evaluation will have to take into account both direct economic indicators (catches and value of catches) and impact indicators (number of jobs created and maintained and the relationship between the cost of the protocol and the value of catches).

For the targeted measures, please see above.

9. ANTI-FRAUD MEASURES

Since the financial contributions are made by the Community in direct exchange for the fishing opportunities offered, the non-member country uses them for whatever end it chooses. However, it is required to report to the Community, as provided for in the Protocol, on the use of certain funds. All the measures provided for in Article 3 of the Protocol are subject to an annual report on their implementation and on the results achieved. The Commission reserves the right to request additional information on the results achieved and to review payments in the light of actual implementation of the measures.

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

The Protocol also requires Community ship-owners to fill out catch statements (which must be transmitted to the Commission and the Seychelles authorities) which then serve as the basis for drawing up the final statement of catches under the Protocol and the corresponding fees.

⁴ The measures to be financed are: a) development of local fishery (€ 1.2 million), b) set up and development of a monitoring control and surveillance system (€1.0 million), c) scientific and technical programmes (€ 0.95 million), d) training courses and participation in international meetings (€ 0.3 million).