COMMISSION OF THE EUROPEAN COMMUNITIES

Brussels, 13.5.2008
COM(2008)243 final

2008/0093 (CNS)

Proposal for a

COUNCIL REGULATION

on the conclusion of the Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Islamic Republic of Mauritania for the period 1 August 2008 to 31 July 2012

(presented by the Commission)

EXPLANATORY MEMORANDUM

The Community and the Islamic Republic of Mauritania have negotiated and initialled, on 13 March 2008, a Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Islamic Republic of Mauritania.

This Protocol has been concluded for a period of four years. It will enter into force on the date on which the Parties notify each other that they have completed the necessary procedures to that end. It will apply with effect from 1 August 2008. It will replace the Protocol setting out the fishing opportunities and financial contribution which is in force from 1 August 2006 to 31 July 2008 and tacitly renewable until 31 July 2012.

The Commission's negotiating position was based in part on an evaluation of the use made of the preceding Protocol. This new Protocol accordingly provides for a reduction in fishing opportunities compared with the Protocol in force from 1 August 2006 to 31 July 2008, thus reflecting the reduced requirements of the European fleet and recent scientific advice. Fishing opportunities have been decreased by 25% for the cephalopods category, by 10-50% for the demersal categories and by 43% for the small pelagics category, thus reducing the overall tonnage from 440 000 tonnes per year at present to 250 000 tonnes per year.

This Protocol is aimed at reinforcing economic integration in the fisheries sector through stronger sectoral support, particularly by promoting investment, by European firms *inter alios*, in the Mauritanian fisheries sector.

On the basis of the sectoral fisheries strategy adopted by the new Mauritanian Government formed following the democratic elections held in March 2007, the current priorities as regards fisheries policy in Mauritania, the objectives to be met, and the annual and multiannual programming to attain them will be identified by mutual agreement with a view to ensuring sustainable and responsible management of the sector.

The financial contribution under the Protocol is set at EUR 86 million, EUR 76 million, EUR 73 million and EUR 70 million for the first, second, third and fourth years respectively. Of this financial contribution, an amount of EUR 11 million, EUR 16 million, EUR 18 million and EUR 20 million for the first, second, third and fourth years respectively will be allocated to financial support for the implementation of the national fisheries policy and will include EUR 1 million per year for support for the Banc d'Arguin National Park (PNBA).

The fishing opportunities provided for in the Agreement have been laid down for eleven categories. The conditions for each licence period are as follows:

– crustaceans (excluding spiny lobster): maximum authorised capacity 9 570 GT (gross tonnage);

– black hake trawlers and longliners: maximum authorised capacity 3 240 GT;

– demersal fisheries – other than trawlers and targeting species other than black hake: maximum authorised capacity 1 162 GT;

– demersal trawlers – targeting demersal species other than black hake, cephalopods and crustaceans: maximum authorised capacity 375 GT;

– cephalopods: maximum authorised capacity 13 950 GT for 32 licences;

– spiny lobsters and crabs: maximum authorised capacity 300 GT for each category;

– tuna fisheries: maximum of 22 licences for seiners and 22 licences for pole-and-line vessels and longliners;

– small pelagics (pelagic freezer trawlers): 17 licences;

– small pelagics (non-freezer vessels): maximum authorised capacity 15 000 GT.

Shipowners' fees have been fixed for each category. It is estimated that shipowners will pay total contributions of around EUR 15 000 000 per year to Mauritania direct.

The Commission accordingly proposes that the Council adopt the conclusion of this new Fisheries Protocol between the European Community and the Islamic Republic of Mauritania.

A proposal for a Council Decision on the provisional application of the new Protocol is the subject of a separate procedure.

2008/0093 (CNS)

Proposal for a

COUNCIL REGULATION

on the conclusion of the Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Islamic Republic of Mauritania for the period 1 August 2008 to 31 July 2012

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 Parliament,

Whereas:

(1) The Community and the Islamic Republic of Mauritania have concluded a Fisheries Partnership Agreement. That Agreement was approved by Council Regulation (EC) No 1801/2006[1] and entered into force on 5 December 2006.

(2) The Community and the Islamic Republic of Mauritania have negotiated and initialled a Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement for the period 1 August 2008 to 31 July 2012.

(3) It is in the Community's interest to approve that Protocol.

(4) That Protocol replaces the previous Protocol approved by Regulation (EC) No 1801/2006.

(5) The method for allocating the fishing opportunities among the Member States should be defined,

HAS ADOPTED THIS REGULATION:

Article 1

The Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Islamic

[1] OJ L 343, 6.12.2006, p. 1.

Republic of Mauritania for the period 1 August 2008 to 31 July 2012 is hereby approved on behalf of the Community.

The text of the Protocol is attached to this Regulation.

Article 2

1. The fishing opportunities set out in the Protocol shall be allocated among the Member States as follows:

Fishing category	**GT or maximum number of licences per licence period**	**Member State**	**GT, licences or annual catch ceiling by Member State**
Category 1: Vessels fishing for crustaceans other than spiny lobster and crab	9 570 GT	Spain Italy Portugal	7 313 GT 1 371 GT 886 GT
Category 2: Black hake trawlers and bottom longliners	3 240 GT	Spain	3 240 GT
Category 3: Vessels fishing for demersal species other than black hake with gear other than trawls	1 162 GT	Spain	1 162 GT
Category 4: Freezer trawlers fishing for demersal species	375 GT	Greece	375 GT
Category 5: Cephalopods	13 950 GT 32 licences	Spain Italy Portugal Greece	24 licences 4 licences 1 licence 3 licences
Category 6: Spiny lobster	300 GT	Portugal	300 GT
Category 7: Freezer tuna seiners	22 licences	Spain France	17 licences 5 licences
Category 8: Pole-and-line tuna vessels and surface longliners	22 licences	Spain France	18 licences 4 licences
Category 9: Pelagic freezer trawlers	17 licences for a reference tonnage of 250 000 tonnes		
Category 10: Crab fishing	300 GT	Spain	300 GT
Category 11: Non-freezer pelagic vessels	15 000 GT per month, averaged over the year		

2. Under the Protocol, unused category 11 fishing opportunities (non-freezer pelagic vessels) may be used by category 9 (pelagic freezer trawlers) at a maximum rate of 20 licences per month.

3. For category 9 (pelagic freezer trawlers), once the Commission has received an annual fishing plan drawn up by the Member States with details of applications by

vessel, it shall forward licence applications to the Mauritanian authorities, inform those authorities whether or not use is to be made of the supplementary quota of 50 000 tonnes over and above the reference quota of 250 000 tonnes and, if relevant, request those authorities to increase the supplementary quota of 50 000 tonnes. The annual fishing plan shall specify for each vessel the months of activity and the estimated catches for each month of activity. For the first year of application of the Protocol, fishing plans shall be sent to the Commission not later than 15 October 2008. From 2009, those plans shall be sent to the Commission not later than 31 January of each year.

If licence applications for category 9 (pelagic freezer trawlers) exceed the maximum permitted number per reference period, the Commission shall give priority to forwarding to the Mauritanian authorities applications from vessels which made most use of licences in the six months preceding the lodging of those applications.

4. For category 11 (non-freezer pelagic vessels), the Commission shall forward licence applications to the Mauritanian authorities once it has received an annual fishing plan from the Member States with details of applications by vessel. This plan shall be sent to the Commission not later than 1 December of the previous year. It shall specify the number of GT planned for each month of activity.

In the event of applications for more than 15 000 GT per month averaged over the year, allocation shall be carried out on the basis of the fishing plans referred to in the first subparagraph.

Article 3

1. The management of fishing opportunities shall be conducted in accordance with Article 20 of Council Regulation (EC) No 2371/2002 of 20 December 2002 on the conservation and sustainable exploitation of fisheries resources under the Common Fisheries Policy[2].

2. If the licence applications from the Member States referred to in Article 2 do not cover all the fishing opportunities laid down by the Protocol, the Commission may take into consideration licence applications from any other Member State.

Article 4

Member States whose vessels fish under this Agreement shall notify the Commission of the quantities of each stock caught within the Mauritanian fishing zone in accordance with Commission Regulation (EC) No 500/2001 of 14 March 2001 laying down detailed rules for the application of Council Regulation (EEC) No 2847/93 on the monitoring of catches taken by Community fishing vessels in third country waters and on the high seas[3].

---

2 OJ L 358, 31.12.2002, p. 59.

3 OJ L 73, 15.3.2001, p. 8.

Article 5

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

Article 6

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

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

Done at Brussels,

For the Council

The President

PROTOCOL

setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Islamic Republic of Mauritania for the period 1 August 2008 to 31 July 2012

Article 1
Period of application and fishing opportunities

1. For a period of four years from 1 August 2008, the fishing opportunities granted under Articles 5 and 6 of the Agreement shall be as laid down in the table attached to this Protocol. These opportunities form part of the overall fishing effort shown in Annex III laid down by the Mauritanian authorities on the basis of available scientific advice and regularly updated.

2. Paragraph 1 shall apply subject to Articles 4 and 5 of this Protocol.

3. Under Article 6 of the Agreement, vessels flying the flag of a Member State of the European Community may fish in Mauritanian fishing zones only if they are in possession of a fishing licence issued under this Protocol in accordance with the Annexes hereto.

Article 2
Financial contribution – Methods of payment

1. The financial contribution under Article 7 of the Agreement shall be set at EUR 86 million, EUR 76 million, EUR 73 million and EUR 70 million for the first, second, third and fourth years respectively[4]. Of those amounts, EUR 11 million, EUR 16 million, EUR 18 million and EUR 20 million for the first, second, third and fourth years respectively shall be allocated by Mauritania to financial support for the implementation of the national fisheries policy, as provided for in Article 7(1)(b) of the Agreement, including EUR 1 million per year for support for the Banc d'Arguin National Park (PNBA).

2 In the event of the overall tonnage of 250 000 tonnes per year for category 9 (pelagics) being exceeded, the Community shall pay an additional contribution of EUR 40 per tonne fished.

3. Paragraph 1 shall apply subject to Articles 4, 5, 6, 7, 9, 10 and 13 of this Protocol.

4. The Community shall pay the financial contribution no later than 31 August 2008 for the first year and no later than 1 August for the following years.

---

[4] Plus the contributions to be paid by shipowners as provided for in Chapter III of Annex I, paid direct to Mauritania into the account provided for in Chapter IV of Annex I, which are estimated at EUR 15 million per year.
In addition, subject to signature, the Strategy Paper and National Indicative Programme under the 10th EDF for Mauritania includes, *inter alia*, estimates of budgetary support of EUR 40 million over a three-year period from 2009 if the requisite conditions are met. In the event of a positive overall performance at the time of the mid-term review of the 10th EDF in 2010, including the sectoral fisheries policy, an increase in the programmable allocation under the 10th EDF may be considered.

5. The financial contribution shall be paid into a single account held by the Islamic Republic of Mauritania's Public Treasury with the Central Bank of Mauritania, the references of which shall be communicated by the Ministry.

6. Subject to Article 6 of this Protocol, the allocation of this contribution and of the support for the PNBA shall be decided within the framework of the Mauritanian Finance Act and, this being the case, the Mauritanian State shall have full discretion regarding the use to which it is put.

Article 3
Scientific cooperation

1. The two Parties undertake to promote responsible fishing in Mauritanian fishing zones on the basis of the principles of sustainable management.

2. During the period covered by this Protocol, the two Parties shall cooperate to develop certain issues relating to the development of the state of resources in Mauritanian fishing zones; to this end a Joint Scientific Committee shall meet at least once a year, in accordance with Article 4(1) of the Agreement. At the request of one of the Parties and where needed within the framework of this Protocol, other meetings of this Scientific Committee may also be convened.

3. Based on the conclusions of the work of the Joint Scientific Committee and the best available scientific advice, the two Parties shall consult each other within the Joint Committee provided for in Article 10 of the Agreement and, where necessary and by mutual agreement, adopt measures to ensure the sustainable management of fisheries resources.

4. The remit of the Joint Scientific Committee shall cover in particular the following activities:

   (a) drawing up an annual scientific report on the fisheries covered by this Agreement;

   (b) identifying and implementing an annual programme dealing with specific scientific issues in order to improve understanding of the state of resources and changes to ecosystems;

   (c) studying, under a procedure agreed by consensus within the Committee, scientific questions which arise in the course of implementing this Agreement;

   (d) carrying out, among other things, and as required, exploratory fishing trips to determine the fishing opportunities and exploitation options which guarantee the conservation of resources and their ecosystem.

Article 4
Review of fishing opportunities

1. The fishing opportunities referred to in Article 1 of this Protocol may be increased by mutual agreement provided that the conclusions of the Joint Scientific Committee referred to in Article 4(1) of the Agreement confirm that such an increase will not

endanger the sustainable management of Mauritania's resources. In this case the financial contribution referred to in Article 2(1) of this Protocol shall be increased proportionately and *pro rata temporis*. However, the total amount of the financial contribution paid by the European Community shall not be more than twice the amount indicated in Article 2(1) of this Protocol and shall remain proportionate to the increase in fishing opportunities.

2. Conversely, if the Parties agree to adopt measures as referred to in Article 3(3) of this Protocol resulting in a reduction in the fishing opportunities provided for in Article 1 of this Protocol, the financial contribution shall be reduced proportionately and *pro rata temporis*. Without prejudice to Article 6 of this Protocol, this financial contribution could be suspended by the European Community if it is not possible to use any of the fishing opportunities provided for in this Protocol.

3. The allocation of the fishing opportunities among different categories of vessels may also be reviewed by mutual agreement between the Parties, provided that any changes comply with recommendations made by the Joint Scientific Committee regarding the management of stocks liable to be affected by such redistribution. The Parties shall agree on the corresponding adjustment of the financial contribution where the redistribution of fishing opportunities so warrants.

4. The adjustments of fishing opportunities provided for in paragraphs 1, 2 and 3 shall be decided by mutual agreement between the two Parties in the Joint Committee provided for in Article 10 of the Agreement.

Article 5
Exploratory fishing

1. The Parties may carry out exploratory fishing trips in Mauritanian fishing zones, subject to an opinion by the Joint Scientific Committee provided for in Article 4 of the Agreement. To this end, they shall hold consultations whenever one of the Parties so requests and determine, on a case-by-case basis, relevant new resources, conditions and other parameters.

2. Authorisations to carry out exploratory fishing shall be granted for test purposes for a period of no more than six months and in accordance with Article 6(2) of the Agreement. They shall be subject to the payment of a fee.

3. Where the Parties conclude that the exploratory fishing trips have produced positive results, while preserving ecosystems and conserving living marine resources, new fishing opportunities may be awarded to Community vessels following the consultation procedure provided for in Article 4 of this Protocol and until the expiry of the Protocol and in accordance with the allowable effort. The financial contribution shall be increased in accordance with Article 4.

4. Exploratory fishing shall be carried out in close collaboration with the Mauritanian Institute of Oceanographic Research and Fisheries (IMROP). IMROP shall decide the composition of the team of researchers and observers to be taken on board. Their expenses shall be borne by the shipowners. The data produced by exploratory fishing shall be the subject of a report by IMROP which shall be communicated to the Ministry.

5. Catches made during exploratory fishing shall be the property of the shipowner. Catches of species of a non-regulatory size and species which may not be fished, kept on board or sold under Mauritanian law shall be prohibited.

6. Unless otherwise provided by mutual agreement between the two Parties, vessels operating under exploratory fishing arrangements shall land all their catches in Mauritania.

Article 6
Contribution of the Fisheries Partnership Agreement to the implementation of Mauritania's sectoral fisheries policy

1. The financial support under Article 7(1)(b) of the Agreement shall be set at EUR 11 million, EUR 16 million, EUR 18 million and EUR 20 million for the first, second, third and fourth years respectively in accordance with Article 2(1) of this Protocol. This financial support shall contribute to the development and implementation of the *Stratégie Nationale de Développement durable du secteur des Pêches de Mauritanie* (national strategy for the sustainable development of Mauritania's fisheries sector) with a view to introducing sustainable and responsible fishing in its waters in keeping with the strategic objectives of conservation of fish stocks and better integration of the sector into the national economy, and in particular to the areas of activity listed in paragraph 3 below, an indicative list of the indicators of which is given in Annex IV, and to the PNBA.

2. Mauritania shall be responsible for managing the amount corresponding to the financial support referred to in paragraph 1 above, in the light of objectives identified by mutual agreement between the two Parties, the programming to attain them and the indicators enabling such attainment to be assessed.

3. Without prejudice to the objectives identified by the two Parties and in accordance with the priorities of the *Stratégie Nationale de Développement durable du secteur des Pêches de Mauritanie* and with a view to ensuring sustainable and responsible management of stocks and promoting the development of the sector, the two Parties agree to focus on:

The following objectives in the context of fisheries development and rent optimisation:

- implementation of fisheries development plans (octopus, prawns, etc.),
- stepping up of fisheries and oceanographic research,
- reinforcement of the surveillance authority,
- control and adjustment of capacities,
- development of new fisheries (sardines, anchovies, etc.).

The following objectives in the context of the increased economic and social impact of the sector:

- development of port infrastructure and services,

- compliance with standards and promotion of quality, particularly in terms of improving health and hygiene conditions in the production of fisheries products and strengthening the monitoring capacity of the competent Mauritanian authorities,

- promotion of private investment in the sector, particularly by upgrading and modernising production equipment, and promotion of global competitiveness factors and comparative advantages,

- development of non-industrial maritime fisheries, inland fisheries and aquaculture.

The following objectives in the context of protection of the marine environment, habitats and the coastline:

- conservation of the marine environment and aquatic habitats,

- reinforcement of capacity for analysing and combating marine pollution.

The following objectives in the context of the legal and institutional framework:

- strengthening of the institutional capacity of the Ministry for Fisheries and of the bodies reporting to it,

- improvement in the legal framework for the pursuit of fisheries activities and in the institutional environment of the sector.

Article 7

Methods of implementing the support for Mauritania's sectoral fisheries policy

1. Without prejudice to Article 6(3) of this Protocol, the European Community and the Ministry shall reach agreement, within the Joint Committee provided for in Article 10 of the Agreement, in accordance with the guidelines indicated in Annex IV and from the entry into force of the Protocol, on:

   (a) the annual and multiannual guidelines steering the implementation of the priorities of Mauritanian fisheries policy, as identified in Article 6 above and targeted at introducing sustainable and responsible fishing, and in particular those referred to in Article 6(3) of this Protocol;

   (b) the annual and multiannual objectives to be achieved and the criteria and indicators to be used to permit an evaluation of the results achieved, on an annual basis.

2. Any amendment of these guidelines, objectives, criteria and evaluation indicators shall be approved by the two Parties within the Joint Committee.

3 In accordance with the objectives and guidelines defined and implemented under the 2006-08 Protocol, in force until 31 July 2008, a multiannual programme for the sectoral support provided under this Protocol per calendar year shall be notified to the European Community not later than 1 March of each year.

For the first year of application of this Protocol, the multiannual programme and annual allocation by Mauritania of the sectoral support referred to in Article 6(1) of this Protocol shall be notified to the European Community at the time when the guidelines, objectives, criteria and evaluation indicators are approved within the Joint Committee and not later than 1 March.

Sectoral support shall be the subject of a joint mid-term review of the attainment of the performance indicators for the current calendar year in the month of June and a final joint review of the attainment of those performance indicators in the month of January of the following year. In addition, Mauritania shall notify, not later than 30 October of each year, the sectoral budgetary allocation provided for in the Finance Act for the following year.

4. For the purpose of preparing for those joint reviews, the Ministry shall send the Commission, not later than one month before the joint mid-term review and joint final review respectively are to be held, an interim and final annual report on the implementation of the results achieved and any difficulties encountered, and on the corrections and remedies proposed.

The Commission reserves the right to request additional information on those results from the Mauritanian authorities so as to launch consultations with the Mauritanian authorities within the Joint Committee provided for in Article 10 of the Agreement, in order to adopt corrective measures which allow the given objectives to be achieved.

Article 8

Economic integration of Community operators in the Mauritanian fisheries sector

1. The two Parties undertake to promote the economic integration of Community operators into the fisheries sector in Mauritania as a whole. In this context, the two Parties shall together carry out, in the course of 2008, objective assessments of the constraints associated with private investment in the fisheries sector in Mauritania with a view to drawing up guidelines for the promotion of investment, taking into account the development of landing infrastructure, bringing up to standard and modernisation of production tools and promotion of marketing channels for fisheries products, as well as measures aimed at enhancing the sector's legal and institutional environment and its competitiveness.

2. The two Parties agree to set up a joint think-tank to periodically examine questions relating to the promotion of private investment in the Mauritanian fisheries sector, and in particular ways of facilitating the establishment of European private enterprises, joint enterprises between Mauritanian and European operators and appropriate forms of private-public partnership. This think-tank shall be able to define a specific annual action plan and jointly monitor its implementation, particularly in the context of the contribution of the Partnership Agreement to the implementation of Mauritania's sectoral fisheries policy.

3. The two Parties also agree to organise an annual meeting in the context of a forum aimed at promoting private partnership in the Mauritanian fisheries sector. This

annual forum, to which European and Mauritanian operators shall be invited, shall be held in Mauritania.

4. In order to develop the fresh products sector in particular, by way of an incentive Mauritania shall grant Community operators landing fish in Mauritanian ports (especially for the purposes of sales to local industries, adding value to these products in Mauritania or transporting catches made in Mauritanian fishing zones by land) a reduction in the amount of fees, in accordance with Annex I to this Protocol and with the relevant Mauritanian law.

Article 9
Disputes – suspension of application of the Protocol

1. Any dispute between the Parties over the interpretation of this Protocol and its Annexes or its application shall be the subject of consultations between the Parties within the Joint Committee provided for in Article 10 of the Agreement, in a special meeting if necessary.

2. Application of the Protocol may be suspended at the initiative of one of the Parties if the dispute between the two Parties is deemed to be serious and if the consultations held within the Joint Committee under paragraph 1 have not resulted in an amicable settlement.

3. Suspension of application of the Protocol shall require the interested Party to notify its intention in writing at least three months before the date on which suspension is due to take effect.

4. By way of derogation from the suspension procedure provided for in paragraphs 1, 2 and 3, the Community reserves the right to suspend application of the Protocol immediately in the event of failure by Mauritania to comply with commitments made with regard to implementation of its sectoral fisheries policy. Such suspension shall immediately be notified to the Mauritanian authorities.

5. In the event of suspension, the Parties shall continue to consult with a view to finding an amicable settlement to their dispute. Once such settlement is reached, application of the Protocol shall resume and the amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which application of the Protocol was suspended.

Article 10
Suspension of application of the Protocol on grounds of non-payment

Subject to Article 4, if the European Community fails to make the payments provided for in Article 2, application of this Protocol may be suspended on the following terms:

(a) The Ministry shall notify the European Commission of the non-payment. The Commission shall carry out the necessary checks and, where necessary, transmit the payment within no more than 30 working days of the date of receipt of the notification.

(b) If no payment is made and non-payment is not adequately justified within the period provided for in paragraph (a) above, the competent Mauritanian authorities shall be entitled to suspend application of this Protocol. They shall inform the European Commission of such action forthwith.

(c) Application of the Protocol shall resume as soon as the payments concerned have been made.

Article 11
National law

Without prejudice to the provisions of the Agreement, the activities of vessels operating under this Protocol and its Annexes, in particular landing, transhipment, the use of port services and the purchase of supplies, or any other activity shall be governed by the laws and regulations in force in Mauritania.

Article 12
Duration

This Protocol and the Annexes hereto shall apply for a period of four years from 1 August 2008, unless notice of termination is given in accordance with Article 13.

Article 13
Termination

1. In the event of termination of the Protocol, the Party concerned shall notify the other Party of its intention to withdraw from the Protocol in writing at least six months before the date on which such termination would take effect.

2. Dispatch of the notification referred to in the previous paragraph shall open consultations by the Parties.

Article 14
Entry into force

1. This Protocol and the Annexes hereto shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for that purpose.

2. They shall be applicable from 1 August 2008 in place of the Protocol and the Annexes thereto covering the period 1 July 2006 to 31 July 2008.

Table of fishing opportunities

Type of fishing											
	CRUSTACEANS			DEMERSAL FISHING			CEPHALOPODS	PELAGIC FISHING			
	Category 1 Crustaceans other than spiny lobster and crab	Category 10 Crab	Category 6 Spiny lobster	Category 2 Black hake trawlers and longliners	Category 3 Demersal species other than black hake with gear other than trawls	Category 4 Trawlers targeting demersal species other than black hake	Category 5 Cephalopods	Category 7 Tuna seiners	Category 8 Pole-and-line tuna vessels and surface longliners	Category 9 Pelagic freezer trawlers (1)	Category 11 Non-freezer pelagic vessels (1)
Maximum GT per licence period	9 570 GT	300 GT	300 GT	3 240 GT	1 162 GT	375 GT	13 950 GT 32 vessels	22 vessels	22 vessels	17 licences	15 000 GT per month, averaged over the year

(1) Unused category 11 fishing opportunities may be used by category 9 at a maximum rate of 20 licences per month.

FISHING CATEGORY 1: VESSELS FISHING FOR CRUSTACEANS OTHER THAN SPINY LOBSTER AND CRAB

1. Fishing zone

(i) North of latitude 19°21.0' N, outside the zone marked by the following points:

20°46.3'	N	17°03.0'	W
20°40.0'	N	17°07.5'	W
20°05.0'	N	17°07.5'	W
19°35.5'	N	16°47.0'	W
19°28.0'	N	16°45.0'	W
19°21.0'	N	16°45.0'	W

(ii) South of latitude 19°21.0' N, west of the six-mile line (see coordinate reference in Appendix 6 to Annex II).

Once the development plan for shrimp is adopted, this zoning may be revised by mutual agreement between the Parties.

2. Authorised gear

Bottom shrimp trawl and other selective types of gear.

The two Parties are to carry out technical trials with a view to drafting rules on selectivity, in particular: (i) selectivity grids for trawls, (ii) selective gear other than trawls. Selective gear are to be put into operation by 31 December 2009, following scientific, technical and economic evaluation of the results of these trials.

Doubling of the cod-end is prohibited. Doubling of the twine forming the cod-end is prohibited. Protective aprons are authorised in accordance with Article 24 of the Mauritanian Fisheries Code.

3. Minimum authorised mesh size

50 mm

4. Biological recovery

Two (2) periods of two (2) months: May-June and September-October.

The two Parties may decide by mutual agreement within the Joint Committee to adjust, increase or reduce the above biological recovery period, and to lay down closed periods in certain zones to protect nursery areas and areas with a high concentration of juvenile fish.

5. By-catches and minimum sizes

In accordance with Mauritanian legislation (see Chapter VI and Appendix 5 to Annex I for by-catches and Chapter V, point 5 and Appendix 6 to Annex I for minimum sizes).

Where Mauritanian legislation does not contain any rules on by-catches and minimum sizes for certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

6. Authorised tonnage/Fees

			2008/09	2009/10	2010/11	2011/12
Authorised tonnage (GT) per licence period			9 570 GT	9 570 GT	9 570 GT	9 570 GT
Fees in EUR per GT per year			291	303	315	315

7. Comments

The fees are fixed for the four-year period of application of the Protocol.

Landings and transhipments encouraged under the terms of the Protocol and of Annex I.

FISHING CATEGORY 2: BLACK HAKE TRAWLERS (1) AND BOTTOM LONGLINERS

1. Fishing zone

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

(i)	20°46.3'	N	17°03.0'	W
	20°36.0'	N	17°11.0'	W
	20°36.0'	N	17°36.0'	W
	20°03.0'	N	17°36.0'	W
	19°45.7'	N	17°03.0'	W
	19°29.0'	N	16°51.5'	W
	19°15.6'	N	16°51.5'	W
	19°15.6'	N	16°49.6'	W

(ii) South of latitude 19°15.6' N as far as latitude 17°50.0' N, west of the 18-mile line, the coordinates of which are calculated on the basis of the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.

(ii) South of latitude 17°50.0' N, west of the 12-mile line, the coordinates of which are calculated on the basis of the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.

1.2 The zoning during the closed periods for cephalopod fisheries is as follows:

(i) Between Cap Blanc and Cap Timiris, the exclusion zone is defined by the following points:

20°46.0'	N	17°03.0'	W
20°46.0'	N	17°47.0'	W
20°03.0'	N	17°47.0'	W
19°47.0'	N	17°14.0'	W
19°21.0'	N	16°55.0'	W
19°15.6'	N	16°51.5'	W
19°15.6'	N	16°49.6'	W

(ii) South of Cap Timiris (south of latitude 19°15.6' N) and up to Nouakchott (17°50.0' N), the exclusion zone is the 18-mile line, the coordinates of which are calculated on the basis of the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.

(iii) South of Nouakchott (south of latitude 17°50.0' N), the exclusion zone is the 12-mile line, the coordinates of which are calculated on the basis of the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.

2. Authorised gear

- bottom longline
- 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

The two Parties shall agree within the Joint Committee and on the basis of the best available scientific advice approved by the Joint Scientific Committee on the most appropriate biological recovery period.

5. By-catches and minimum sizes

In accordance with Mauritanian legislation (see Chapter VI and Appendix 5 to Annex I for by-catches and Chapter V, point 5 and Appendix 6 to Annex I for minimum sizes).

Where Mauritanian legislation does not contain any rules on by-catches and minimum sizes for certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

6. Authorised tonnage/Fees

			2008/09	2009/10	2010/11	2011/12
Authorised tonnage (GT) per licence period			3 240 GT	3 240 GT	3 240 GT	3 240 GT
Fees in EUR per GT per year			148	153	159	159

7. Comments

The fees are fixed for the four-year period of application of the Protocol.

(1) This category does not include freezer trawlers.
Landings and transhipments encouraged under the terms of the Protocol and of Annex I.

FISHING CATEGORY 3: VESSELS FISHING FOR DEMERSAL SPECIES OTHER THAN BLACK HAKE WITH GEAR OTHER THAN TRAWLS

1. Fishing zone

1.1 (i) North of latitude 19°48.5' N, from 3 miles from the Cap Blanc-Cap Timiris baseline

(ii) South of latitude 19°48.5' N as far as latitude 19°21.0' N, west of longitude 16°45.0' W

(ii) South of latitude 19°21.0' N, from 3 miles, the coordinates of which are calculated on the basis of the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II

1.2 The zoning during the closed periods for cephalopod fisheries is as follows:

(i) Between Cap Blanc and Cap Timiris:

20°46.0'	N	17°03.0'	W
20°46.0'	N	17°47.0'	W
20°03.0'	N	17°47.0'	W
19°47.0'	N	17°14.0'	W
19°21.0'	N	16°55.0'	W
19°15.6'	N	16°51.5'	W
19°15.6'	N	16°49.6'	W

(ii) South of Cap Timiris (south of latitude 19°15.6' N) as far as Nouakchott (17°50.0' N), the exclusion zone is the 3-mile line, the coordinates of which are calculated on the basis of the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II

(iii) South of Nouakchott (south of latitude 17°50.0' N), the exclusion zone is the 3-mile line, the coordinates of which are calculated on the basis of the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.

2. Authorised gear

– longline;

– fixed gillnets with a maximum depth of 7 m and a maximum length of 100 m. Gillnets made of polyamide monofilaments are banned under Mauritanian legislation;

– handline;

– creels;

– seine for fishing for bait.

3. Minimum authorised mesh size

120 mm for gillnets;

20 mm for live-bait fishing nets.

4. By-catches and minimum sizes

In accordance with Mauritanian legislation (see Chapter VI and Appendix 5 to Annex I for by-catches and Chapter V, point 5 and Appendix 6 to Annex I for minimum sizes).

Where Mauritanian legislation does not contain any rules on by-catches and minimum sizes for certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

5. Authorised tonnage

			2008/09	2009/10	2010/11	2011/12
Authorised tonnage (GT) per licence period			1 162 GT	1 162 GT	1 162 GT	1 162 GT
Fees in EUR per GT per year			254	264	274	274

6. Comments

The fees are fixed for the four-year period of application of the Protocol.

The type of fishing gear to be used should be notified when applying for the licence.

Seines may be used only to fish for bait for use in line and creel fishing.

Use of creels is authorised for no more than seven vessels of under 135 GT each.

Landings and transhipments encouraged under the terms of the Protocol and of Annex I.

The two Parties shall agree within the Joint Committee and on the basis of the best available scientific advice

approved by the Joint Scientific Committee on the most appropriate biological recovery period.

FISHING CATEGORY 4: FREEZER TRAWLERS FISHING FOR DEMERSAL SPECIES

1. Fishing zone

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

20°46.3'	N	17°03.0'	W
20°36.0'	N	17°11.0'	W
20°36.0'	N	17°36.0'	W
20°03.0'	N	17°36.0'	W
19°45.7'	N	17°03.0'	W
19°29.0'	N	16°51.5'	W
19°15.6'	N	16°51.5'	W
19°15.6'	N	16°49.6'	W

(ii) South of latitude 19°15.6' N as far as latitude 17°50.0' N, west of the 18-mile line, the coordinates of which are calculated on the basis of the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.

(ii) South of latitude 17°50.0' N, west of the 12-mile line, the coordinates of which are calculated on the basis of the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.

2. Authorised gear

– 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) periods of two (2) months: May-June and September-October.

The two Parties may decide by mutual agreement within the Joint Committee to adjust, increase or reduce the above biological recovery period, and to lay down closed periods in certain zones to protect nursery areas and areas with a high concentration of juvenile fish.

5. By-catches and minimum sizes

In accordance with Mauritanian legislation (see Chapter VI and Appendix 5 to Annex I for by-catches and Chapter V, point 5 and Appendix 6 to Annex I for minimum sizes).

Where Mauritanian legislation does not contain any rules on by-catches and minimum sizes for certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

6. Authorised tonnage/Fees

			2008/09	2009/10	2010/11	2011/12
Authorised tonnage (GT) per licence period			375 GT	375 GT	375 GT	375 GT
Fees in EUR per GT per year			156	163	169	169

7. Comments

The fees are fixed for the four-year period of application of the Protocol.

Landings and transhipments encouraged under the terms of the Protocol and of Annex I.

FISHING CATEGORY 5: CEPHALOPODS

1. Fishing zone

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

20°46.3'	N	17°03.0'	W
20°40.0'	N	17°07.5'	W
19°57.0'	N	17°07.5'	W
19°28.2'	N	16°48.0'	W
19°18.5'	N	16°48.0'	W
19°18.5'	N	16°40.5'	W
19°15.6'	N	16°38.0'	W

South of latitude 19°15.6' N as far as latitude 17°50.0' N, west of 9 miles from the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II

South of latitude 19°15.6' N as far as latitude 17°50.0' N, west of 6 miles from the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.

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) periods of two (2) months: May-June and September-October.

The two Parties may decide by mutual agreement within the Joint Committee, on the basis of the best available scientific advice, to adjust, increase or reduce the above biological recovery period, and to lay down closed periods in certain zones to protect nursery areas and areas with a high concentration of juvenile fish.

5. By-catches and minimum sizes

In accordance with Mauritanian legislation (see Chapter VI and Appendix 5 to Annex I for by-catches and Chapter V, point 5 and Appendix 6 to Annex I for minimum sizes).

Where Mauritanian legislation does not contain any rules on by-catches and minimum sizes for certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

6. Authorised tonnage/Fees

			2008/09	2009/10	2010/11	2011/12
Authorised tonnage (GT) per licence period			13 950 GT	13 950 GT	13 950 GT	13 950 GT
Fees in EUR per GT per year			349	363	377	377

7. Comments

The fees are fixed for the four-year period of application of the Protocol.

Landings and transhipments encouraged under the terms of the Protocol and of Annex I.

FISHING CATEGORY 6: SPINY LOBSTERS

1. Fishing zone
1.1 North of latitude 19°21.0' N: 20 miles from the Cap Blanc-Cap Timiris baseline; 1.2 South of latitude 19°21.0' N: 15 miles, the coordinates of which are calculated on the basis of the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.
2. Authorised gear
Pot
3. Minimum authorised mesh size
60 mm mesh
4. Biological recovery
Two (2) periods of two (2) months: May-June and September-October. The two Parties may decide by mutual agreement within the Joint Committee to adjust, increase or reduce the above biological recovery periods.
5. By-catches and minimum sizes
In accordance with Mauritanian legislation (see Chapter VI and Appendix 5 to Annex I for by-catches and Chapter V, point 5 and Appendix 6 to Annex I for minimum sizes). Where Mauritanian legislation does not contain any rules on by-catches and minimum sizes for certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

6. Authorised tonnage/Fees

			2008/09	2009/10	2010/11	2011/12
Authorised tonnage (GT) per licence period			300 GT	300 GT	300 GT	300 GT
Fees in EUR per GT per year			283	294	305	305

7. Comments
The fees are fixed for the four-year period of application of the Protocol. Landings encouraged under the terms of the Protocol and of Annex I.

FISHING CATEGORY 7: FREEZER TUNA SEINERS

1. Fishing zone
1.1 North of latitude 19°21.0' N: 30 miles from the Cap Blanc-Cap Timiris baseline; 1.2 South of latitude 19°21.0' N: 30 miles from the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.
2. Authorised gear
Seine
3. Minimum authorised mesh size
Recommended ICCAT standards.
4. By-catches and minimum sizes
In accordance with Mauritanian legislation (see Chapter VI and Appendix 5 to Annex I for by-catches and Chapter V, point 5 and Appendix 6 to Annex I for minimum sizes). Where Mauritanian legislation does not contain any rules on by-catches and minimum sizes for certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

5. Authorised tonnage/Fees					
Fee per tonne caught	EUR 35				
Number of vessels authorised to fish	22				
Advance in EUR per vessel per year	EUR 1 750				

6. Comments
The fees are fixed for the four-year period of application of the Protocol. Landings and transhipments encouraged under the terms of the Protocol and of Annex I.

FISHING CATEGORY 8: POLE-AND-LINE TUNA VESSELS AND SURFACE LONGLINERS

1. Fishing zone
For surface longliners, the zoning is the same as for tuna seiners in category 7.
For pole-and-line tuna vessels, the following zoning applies: 1.1 North of latitude 19°21.0' N: 15 miles from the Cap Blanc-Cap Timiris baseline 1.2 South of latitude 19°21.0' N: 12 miles, the coordinates of which are calculated on the basis of the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.
Fishing zone authorised for live-bait fishing: - North of latitude 19°48.5' N, from 3 miles from the Cap Blanc-Cap Timiris baseline; - South of latitude 19°48.5' N as far as latitude 19°21.0' N, west of longitude 16°45.0' W; - South of latitude 19°21.0' N, from 3 miles, the coordinates of which are calculated on the basis of the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.
2. Authorised gear
Pole-and-line and surface longline
3. By-catches and minimum sizes
In accordance with Mauritanian legislation (see Chapter VI and Appendix 5 to Annex I for by-catches and Chapter V, point 5 and Appendix 6 to Annex I for minimum sizes). Where Mauritanian legislation does not contain any rules on by-catches and minimum sizes for certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

4. Authorised tonnage/Fees					
Number of vessels authorised to fish	22				
Pole-and-line vessels – fee per tonne caught	EUR 25				
Longliners – fee per tonne caught	EUR 35				
Advance in EUR per vessel per year	EUR 2 500 for pole-and-line vessels EUR 3 500 for longliners				

5. Comments
The fees are fixed for the four-year period of application of the Protocol. (1) Minimum authorised mesh size for live-bait fishing: 16 mm. Bait fishing will be limited to a number of days per month laid down by the Joint Committee. The start and end of such fishing must be notified to the surveillance authority. (2) 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. (3) In accordance with ICCAT recommendations 04-10 and 05-05 concerning the conservation of sharks caught in association with fisheries managed by ICCAT.

(4) Landings and transhipments encouraged under the terms of the Protocol and of Annex I.

(5) The two Parties shall agree on the practical arrangements to allow this category to fish or collect the live bait needed for fishing by these vessels. Should such activities be carried out in sensitive areas or with non-conventional gear, these arrangements shall be laid down on the basis of IMROP recommendations and in agreement with the surveillance authority.

FISHING CATEGORY 9: PELAGIC FREEZER TRAWLERS

1. Fishing zone

(i) North of latitude 19°21.0' N, outside the zone marked by the following points:

20°46.3'	N	17°03.0'	W
20°36.0'	N	17°11.0'	W
20°36.0'	N	17°24.1'	W
19°57.0'	N	17°24.1'	W
19°45.7'	N	17°03.0'	W
19°29.0'	N	16°51.5'	W
19°21.0'	N	16°45.0'	W

(ii) South of latitude 19°21.0' N as far as 17°50.0' N, 13 miles from the 6-mile line,

the coordinates of which are given in Appendix 6 to Annex II.

(iii) South of latitude 17°50.0' N as far as latitude 16°04.0' N, 12 miles from the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.

2. Authorised gear

Pelagic trawl

The bag of the pelagic or semi-pelagic trawl may be strengthened with a piece of netting with a minimum mesh size of 400 mm of stretched mesh and by straps placed at least 1.5 metres apart, except for the strap at the back of the trawl which may not be placed less than 2 metres from the window in the bag. The strengthening or doubling of the bag by any other means is prohibited and the trawl may in no case target species other than the small pelagic species authorised.

3. Minimum authorised mesh size

40 mm

4. By-catches and minimum sizes

In accordance with Mauritanian legislation (see Chapter VI and Appendix 5 to Annex I for by-catches and Chapter V, point 5 and Appendix 6 to Annex I for minimum sizes).

Where Mauritanian legislation does not contain any rules on by-catches and minimum sizes for certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

See Chapter V, point 5 and Appendix 7 to Annex I for the conversion factors for small pelagics.

5. Authorised tonnage/Fees

Number of vessels authorised to fish at the same time: 17

Fees in EUR per GT per year	2008/09	2009/10	2010/11	2011/12
Vessels of below 5 000 GT	8.2	8.3	8.4	8.5
Vessels of 5 000 GT or above but below 7 000 GT	7.2	7.3	7.4	7.5
Vessels of 7 000 GT or above but below 9 500 GT	6.2	6.3	6.4	6.5

The maximum total allowable catch for the freezer trawler fleet under the above licence arrangements is 250 000 tonnes per year, but this quota may be exceeded on the basis of the provisions laid down in the Protocol and the Annexes thereto.

6. Comments

Unused category 11 fishing opportunities may be used by category 9 at a rate of a maximum 20 licences per month.

The fees are fixed for the four-year period of application of the Protocol.

Landings and transhipments encouraged under the terms of the Protocol and of Annex I.

FISHING CATEGORY 10: CRAB FISHING

1. Fishing zone

(i) North of latitude 19°15.6' N, west of the line joining the following points:

20°46.3'	N	17°03.0'	W
20°36.0'	N	17°11.0'	W
20°36.0'	N	17°36.0'	W
20°03.0'	N	17°36.0'	W
19°45.7'	N	17°03.0'	W
19°29.0'	N	16°51.5'	W
19°15.6'	N	16°51.5'	W
19°15.6'	N	16°49.6'	W

(ii) South of latitude 19°15.6' N as far as latitude 17°50.0' N, west of the 18-mile line from the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.

(ii) South of latitude 17°50.0' N, west of the 12-mile line from the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.

2. Authorised gear

Crab pot

3. Minimum authorised mesh size

60 mm mesh

4. Biological recovery

Two (2) periods of two (2) months: May-June and September-October.

The two Parties may decide by mutual agreement within the Joint Committee, on the basis of the best available scientific advice, to adjust, increase or reduce the above biological recovery period, and to lay down closed periods in certain zones to protect nursery areas and areas with a high concentration of juvenile fish.

5. By-catches and minimum sizes

In accordance with Mauritanian legislation (see Chapter VI and Appendix 5 to Annex I for by-catches and Chapter V, point 5 and Appendix 6 to Annex I for minimum sizes).

Where Mauritanian legislation does not contain any rules on by-catches and minimum sizes for certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

6. Authorised tonnage/Fees

			2008/09	2009/10	2010/11	2011/12
Authorised tonnage (GT) per licence period			300 GT	300 GT	300 GT	300 GT
Fees in EUR per GT per year			283	294	305	305

7. Comments

The fees are fixed for the four-year period of application of the Protocol.

Landings and transhipments encouraged under the terms of the Protocol and of Annex I.

FISHING CATEGORY 11: NON-FREEZER PELAGIC VESSELS

1. Fishing zone

(i) North of latitude 19°21.0' N, outside the zone marked by the following points:

20°46.3'	N	17°03.0'	W
20°36.0'	N	17°11.0'	W
20°36.0'	N	17°24.1'	W
19°57.0'	N	17°24.1'	W
19°45.7'	N	17°03.0'	W
19°29.0'	N	16°51.5'	W
19°21.0'	N	16°45.0'	W

(ii) South of latitude 19°21.0' N as far as latitude 17°50.0' N, 13 miles from the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.

(iii) South of latitude 17°50.0' N as far as latitude 16°04.0' N, 12 miles from the 6-mile line, the coordinates of which are given in Appendix 6 to Annex II.

2. Authorised gear

Pelagic trawl and purse seine for industrial fishing.

The bag of the pelagic or semi-pelagic trawl may be strengthened with a piece of netting with a minimum mesh size of 400 mm of stretched mesh and by straps placed at least 1.5 metres apart, except for the strap at the back of the trawl which may not be placed less than 2 metres from the window in the bag. The strengthening or doubling of the bag by any other means is prohibited and the trawl may in no case target species other than the small pelagic species authorised.

3. Minimum authorised mesh size

40 mm for trawlers and 20 mm for seiners.

4. By-catches and minimum sizes

In accordance with Mauritanian legislation (see Chapter VI and Appendix 5 to Annex I for by-catches and Chapter V, point 5 and Appendix 6 to Annex I for minimum sizes).

Where Mauritanian legislation does not contain any rules on by-catches and minimum sizes for certain species, the two Parties shall consult within the Joint Committee to lay down the authorised rate.

See Chapter V, point 5 and Appendix 7 to Annex I for the conversion factors for small pelagics.

5. Authorised tonnage/Fees

Authorised tonnage: 15 000 GT per month (annual average), equivalent to 3 monthly licences for pelagic freezer trawlers in category 9.

The averaging of monthly figures over a year shall mean that the average use per month at the end of a year of the Protocol corresponds to the above figure, with the possibility of carrying over unused quantities from one month to the following month.

	2008/09	2009/10	2010/11	2011/12
Fees in EUR per GT per year	7.2	7.3	7.4	7.5

6. Comments

Unused category 11 fishing opportunities may be used by category 9 at a rate of a maximum 20 licences per month.

The fees are fixed for the four-year period of application of the Protocol.

There is no limit on catches by non-freezer pelagic vessels. Transitional arrangements for taking seamen on board are laid down in Annex I (point 6 of Chapter XV).
Landings and transhipments encouraged under the terms of the Protocol and of Annex I.

ANNEX I

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

CHAPTER I

Documents required for licence applications

1. On each vessel's first licence application, the Commission, via the Delegation, 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 GT, external registration number, radio call sign, engine power, overall length and home port shall be as contained in the fishing vessel register of the Community.

2. On a first licence application, the shipowner shall include with the application:

   – a copy certified by the Member State of the international tonnage certificate giving the tonnage of the vessel expressed in GT;

   – a recent colour photograph certified by the competent authorities of the Member State showing a side view of the vessel in its current state. The photograph shall be at least 15 cm by 10 cm;

   – documents required for inclusion in the Mauritanian National Ship Register. Such inclusion shall not entail any registration fee. The inspection provided for in connection with inclusion in the National Ship Register is of a purely administrative nature.

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.

   Similarly, where the structure or external appearance of the vessel is changed, a new photograph certified by the competent authorities of the Member State must also be submitted.

4. Applications for fishing licences shall be lodged only for those vessels for which the documents required under points 1, 2 and 3 above have been sent.

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 Mauritanian fishing zones.

1.2. For a vessel to be eligible, neither the owner, the skipper 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.

2. Licence applications

2.1. For licences for pelagic fishing vessels, the Commission, via the Delegation, shall submit licence applications to the Ministry at least 10 working days before the start of fishing operations, accompanied by the documents attesting to the technical characteristics.

For all other types of licence, the Commission, via the Delegation, shall submit to the Ministry quarterly lists, by fishing category, of the vessels wishing to engage in fishing activities within the limits specified in the Fishing Datasheets included in the Protocol, at least one month 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 shall not be processed.

2.2. These lists shall specify, by fishing category, the number of vessels and, for each vessel, its main characteristics, including its fishing gear, as they appear in the fishing vessel register of the Community, the amount of payments due broken down by heading and the number of Mauritanian seamen.

2.3. A data file 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 the 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 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 to facilitate their multiple entries into and exits from the fishing zone.

2.6. Any personal data transferred under the licence applications – and more generally within the framework of this Agreement – may be used only within the framework of this Agreement.

3. Issue of licences

3.1. The Ministry shall issue the licences to the vessel following submission, by the shipowner's representative, of individual proofs of payment for each vessel (receipt of payment issued by the Mauritanian Public Treasury), as specified in Chapter IV, at least 10 days before the start of their period of validity. That deadline shall be five days in the case of pelagic vessels. The licences may be obtained from the offices of the Ministry in Nouadhibou or Nouakchott.

3.2. Licences shall also indicate the period of validity, the vessel's technical characteristics, the number of Mauritanian seamen and the payment references of the fees, and the conditions relating to fishing activities as laid down in the relevant Fishing Datasheets.

3.3. Fishing licences may be issued only for vessels which have complied with all the administrative formalities required for the issue of licences. Vessels which receive a licence shall be entered on the list of vessels authorised to fish which shall be sent simultaneously to the surveillance authority and the Commission, via the Delegation.

3.4 The Commission shall be notified, via the Delegation, 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.

3.5 The two Parties shall seek agreement for the purposes of promoting the introduction of an electronic licence system.

4. Validity and utilisation of licences

4.1. Licences shall be valid only for the period covered by the fees paid under the terms laid down in the Fishing Datasheets and specified in the licence.

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

For pelagic vessels (categories 9 and 11), licences may be monthly. For pelagic trawlers (category 9 only), licences shall mention the quota provided, by way of a guide, for the licence period. Any unused quota in the period covered by the licence may be transferred to a new licence for the same vessel or transferred to another vessel in the same category.

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

first period: from 1 August 2008 to 31 December 2008

second period: from 1 January 2009 to 31 December 2009

third period: from 1 January 2010 to 31 December 2010

fourth period: from 1 January 2011 to 31 December 2011

fifth period: from 1 January 2012 to 31 July 2012

Licences may not start to run 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 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 by the Commission via the Delegation to the Ministry, which shall then issue the new licence.

4.4. Additional adjustments in the amounts paid as a result of replacement of the licence 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 annual rates laid down in the Fishing Datasheets included in the Protocol. In the case of three-month and six-month licences, excluding those issued to pelagic fishing vessels, the fees shall be calculated *pro rata temporis*, plus 3% and 2% respectively to cover recurrent costs in drawing up the licences. The amounts of such licence fees shall include all related fees and taxes, with the exception of the parafiscal charge[5], port taxes and service charges. Without prejudice to Article 12 of the Protocol, a budgetary allocation for financing the sworn body of independent scientific observers and inspectors shall be entered in the Finance Act and shall replace the percentage payment included in the preceding Protocol.

With the exception of categories 7 and 8 (tuna vessels – see Chapter XIV) and categories 9 and 11 (monthly payments), the parafiscal charge shall be payable on the basis of a full quarter or multiple thereof, irrespective of whether a biological recovery period falls within that period.

The exchange rate (MRO/EUR) to be used for payment of the parafiscal charge for a calendar year shall be the average rate for the previous year, as calculated by the

---

[5] Under the decree establishing the parafiscal charge, the rates of this charge for industrial fishing vessels, payable in local currency, are as follows:

Fishing category: crustaceans, cephalopods and demersal species:

Tonnage	Amount per quarter (MRO)
< 99 GT	50 000
100-200 GT	100 000
200-400 GT	200 000
400-600 GT	400 000
> 600 GT	600 000

Fishing category: (small and large) pelagics

Tonnage	Amount per month (MRO)
< 2 000 GT	50 000
2 000-3 000 GT	150 000
3 000-5 000 GT	500 000
5 000-7 000 GT	750 000
7 000-9 000 GT	1 000 000
> 9 000 GT	1 300 000

Central Bank of Mauritania and transmitted by the Ministry not later than 1 December of the year preceding the application thereof.

2. Fees 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 and last period of the Protocol which shall run from 1 August 2008 to 30 September 2008 and from 1 March 2012 to 31 July 2012 respectively.

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 Mauritanian Public Treasury;

   (b) fees relating to the parafiscal charge:

   – by transfer to one of the foreign accounts of the Central Bank of Mauritania payable to the surveillance authority;

   (c) fines:

   – by transfer to one of the foreign accounts of the Central Bank of Mauritania payable to the Mauritanian Public Treasury;

   (d) penalties for licence increases:

   – by transfer to one of the foreign accounts of the Central Bank of Mauritania payable to the Ministry.

2. The amounts referred to in point 1 above shall be considered as actually received on receipt of confirmation from the Public Treasury or the Ministry following notification by the Central Bank of Mauritania.

3. Before the entry into force of the Protocol, the Mauritanian Authorities shall supply the Commission with a list of the Central Bank of Mauritania's foreign accounts with the details required for international transfers (BIC and IBAN codes).

CHAPTER V

Communication of catch data

1. The duration of a trip by a Community vessel shall be defined as follows:

– either the period elapsing between entering and leaving the Mauritanian fishing zone;

– or the period elapsing between entering the Mauritanian fishing zone and a transhipment;

– or the period elapsing between entering the Mauritanian fishing zone and a landing in Mauritania.

2. Fishing log

2.1. Skippers of vessels shall make a daily record of all the operations specified in the fishing log, a model of which is attached as Appendix 2 to this Annex and which could be amended under Mauritanian legislation. This document must be completed correctly and legibly and signed by the skipper of the vessel. For vessels fishing for highly migratory species, Chapter XIV of this Annex shall apply.

The tolerance percentage for discrepancies between the catches declared in the fishing log and the result of the inspection is set at:

– 7% for non-freezer vessels;

– 4% for non-pelagic freezer vessels;

– 2% for pelagic freezer vessels.

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 trip, the original of the fishing log shall be sent by the skipper of the vessel to the surveillance authority. Within 15 working days, the shipowner shall forward a copy of the log to the national authorities of the Member State and to the Commission, via the Delegation.

2.4. Failure to comply with points 2.1, 2.2 or 2.3 above shall entail, without prejudice to the penalties laid down by Mauritanian law, automatic suspension of the fishing licence until the shipowner has met such obligations.

2.5 The two Parties shall seek agreement for the purposes of promoting the introduction of an electronic logbook system.

2.6 For pelagic vessels (categories 9 and 11), checks on catches shall take place on landing and on transhipment or at the end of the trip.

3. Supplementary fishing log (landing and transhipment declarations)

3.1. On landing or transhipment, skippers of vessels are required to complete correctly and legibly and to sign the supplementary fishing log as shown in the model attached as Appendix 3 to this Annex.

3.2. At the end of each landing operation, the shipowner shall send the original of the supplementary fishing log to the surveillance authority, with a copy to the Ministry,

within a period of no more than 30 days. Within the same period, a copy shall be sent to the national authorities of the Member State and to the Commission, via the Delegation. For pelagic vessels, the time limit is set at 15 days.

3.3. At the end of each authorised transhipment, the skipper shall immediately send the original of the supplementary fishing log to the surveillance authority, with a copy to the Ministry. Within 15 working days, a copy shall be sent to the national authorities of the Member State and to the Commission, via the Delegation.

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, via the Delegation, shall notify the Ministry of the quantities caught in the previous quarter by all Community vessels. For category 9 and 11 pelagic vessels, such notification shall be made on a monthly basis within a period not exceeding 30 days of the following month.

4.2. This information shall be broken down by month and by type of fishing, by vessel and by species.

4.3 The information shall also be sent to the Ministry in the form of a data file in a format compatible with the software used by the Ministry.

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.

The Mauritanian legislation in force concerning the minimum sizes of catches kept on board shall be applicable and is provided in Appendix 6.

A list of the conversion factors applicable to catches without head/whole catches and/or eviscerated/whole catches is provided in Appendix 7.

CHAPTER VI

By-catches

1. In accordance with Mauritanian law, the percentage of by-catches shall be calculated at any time during fishing according to the total live weight of the catch on board. Appendix 5 to this Annex lists those percentages by fishing category.

The regulations on such by-catches shall be entered on the licences issued.

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 skippers and vessels, from all fishing activities in Mauritania.

3. The keeping of unauthorised species on board vessels shall be forbidden. Offenders shall be punished in accordance with Mauritanian law.

CHAPTER VII

Landings in Mauritania

In the interests of improving integration with a view to the joint development of their respective fisheries sectors, the Parties have agreed to encourage voluntary landings and to adopt the following provisions in respect of such landings in Mauritanian ports.

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 surveillance authority and port authorities of the chosen date by fax or e-mail 72 hours before their expected arrival at the port, indicating the estimated total quantity to be landed. The port authorities shall confirm by the same means 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.

2. Landing operations shall be completed within 24 hours of the vessel's arrival in port.

3. At the end of landing operations, the competent port authorities shall issue a landing certificate to the skipper.

4. During the vessel's presence in port, its fishermen shall be entitled to free passage with a seaman's licence.

5. Community vessels making landings or transhipments in Mauritania shall have their licence fees reduced for the period during which the landings or transhipments are made. The reduction shall be 25% of the cost of the current licence for vessels landing catches and 15% for vessels carrying out transhipments. However:

   - The reduction in the licence fee shall not apply to a vessel which lands/tranships less than 15% of the catches declared in the fishing log for the licence period concerned;

   - The reduction in the licence fee shall apply on a *pro rata* basis to a vessel which lands/tranships between 16% and 65% of the catches declared in the fishing log for the licence period concerned (example: a vessel landing 30% of the catches declared shall be entitled to 30% of the 25% reduction in the fee);

   - The reduction in the licence fee shall apply in full to a vessel which lands/tranships more than 65% of the catches declared in the fishing log for the licence period concerned.

6. Detailed implementing rules: copies of the landing certificate(s) for the landing operations carried out by the vessel concerned shall be sent to the Commission via the Delegation. When submitting a new licence application for that vessel, the

Commission shall send the Ministry the copies of the certificates together with a request for a reduction in the fee for the new licence.

7. Before the end of the first six months of application of this Protocol, the Ministry shall send the following information to the Commission via 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 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 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).

Port charges for transhipment operations in authorised areas provided for in Appendix 5 to the Protocol shall be set at $1.25 per tonne of fish transhipped. Any change in those charges must be endorsed by the Joint Committee provided for under the Agreement.

The port authority shall also apply the entry and exit charge to carrier and supply vessels.

These measures, which came into force on 1 December 2007, shall be the subject of an assessment after a year's implementation.

CHAPTER VIII

Signing-on of Mauritanian seamen

1. Apart from tuna seiners (which shall endeavour to sign on at least one Mauritanian seaman per vessel), pole-and-line tuna vessels (which must sign on three Mauritanian seamen per vessel) and pelagic vessels in category 11 (for which transitional provisions are laid down in point 6 of Chapter XV of this Annex), each Community vessel shall sign on Mauritanian seamen for the duration of the trip. There shall be at least:

   – 2 seamen plus 1 officer or 1 observer for vessels of less than 200 GT;

   – 3 seamen plus 1 officer or 1 observer for vessels of at least 200 GT and less than 250 GT;

   – 4 seamen plus 1 officer or 1 observer for vessels of at least 250 GT and less than 300 GT;

   – 6 seamen and 1 officer for vessels of at least 300 and less than 350 GT;

   – 7 seamen and 1 officer for vessels of at least 350 and less than 500 GT;

   – 8 seamen and 1 officer for vessels of at least 500 and less than 800 GT;

   – vessels of 800 GT or more and less than 2 000 GT shall sign on a number of seamen equivalent to 37% of the crew, but not less than 8 seamen and 2 officers;

   – vessels of 2 000 GT or more shall sign on a number of seamen equivalent to 37% of the crew, but not less than 12 seamen and 2 officers.

1.2 For vessels of 800 GT or more, the minimum number of seamen to be signed on board shall be reduced by 2 for each additional officer taken on board.

1.3 Shipowners shall be free to choose the Mauritanian seamen and officers to sign on their vessels in accordance with the Merchant Shipping Code.

2. The shipowner or agent shall inform the Ministry of the names of the Mauritanian seamen signed on the vessel concerned, mentioning their position in the crew.

3. The International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on by EU vessels. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.

4. Mauritanian seamen's employment contracts, a copy of which shall be given to the signatories, shall be drawn up between the shipowners' agent(s) and the seamen and/or their trade unions or representatives in consultation with the competent Mauritanian authorities. These contracts shall guarantee the seamen the social security cover applicable to them, including life assurance and sickness and accident insurance.

5. Shipowners or their agents shall send, within two months of the issue of the licence, a copy of that contract duly signed by the competent authorities of the Member State concerned direct to the Ministry.

6. Mauritanian seamen's wages shall be paid by the shipowners. They shall be fixed, before licences are issued, by mutual agreement between the shipowners or their agents and the Mauritanian seamen concerned or their representatives. However, the wage conditions granted to Mauritanian seamen shall not be lower than those applied to Mauritanian crews and shall comply with ILO standards and under no circumstances be below those standards.

7. If one or more seamen employed on board fail to report at the time agreed for the vessel's departure, the vessel shall be permitted to start the planned trip after informing the competent authorities in the port of embarkation of the shortfall in the number of seamen required and having updated its crew list. The authorities concerned shall notify the surveillance authority thereof.

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

8. Where no Mauritanian seamen are taken on board for reasons other than that specified in the previous point, shipowners shall be obliged to pay as soon as possible a flat-rate amount of EUR 20 per day of fishing in the Mauritanian fishing zone per seaman within a maximum of three months.

   Payment for failure to sign on seamen shall be based on the actual number of fishing days and not on the period of the licence.

   This sum shall be used for training Mauritanian fishermen and shall be paid into the account specified in point 1(b) of Chapter IV of this Annex.

9. Twice a year, on 1 January and 1 July, the Commission, via the Delegation, shall send the Ministry a list of Mauritanian seamen signed on Community vessels, with details of their registration as crew members and the vessels concerned.

10. Without prejudice to point 7 above, recurring failure by shipowners to sign on the requisite number of Mauritanian seamen shall result in automatic suspension of the vessels' fishing licence until such obligations have been met.

CHAPTER IX

Technical inspection

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

   The technical inspection procedures applying to tuna vessels, surface longliners and pelagic fishing vessels shall be as laid down in Chapters XIV and XV of this Annex.

2. Once the inspection has been completed satisfactorily, the skipper of the vessel shall be issued with a certificate having the same period of validity as the licence which shall be automatically extended, free of charge, in the case of vessels renewing their licence within the 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, at the rates laid down by Mauritanian law, shall be borne by the shipowner and communicated to the Community. It may not be greater than the amount normally paid by other vessels for the same services.

5. Failure to comply with points 1 or 2 above shall entail automatic suspension of the fishing licence until the shipowner has met such obligations.

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 one month before its entry into force.

2. Any vessel which conceals its markings, name or registration shall be liable to the penalties provided for by Mauritanian law.

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 skipper of that vessel shall immediately cease fishing activities and make for the port of Nouadhibou to submit the original licence to the surveillance authority. Once the required formalities have been duly completed, the Ministry shall notify the Commission, via the Delegation, of the lifting of the suspension and the licence shall be returned.

CHAPTER XII

Infringements

1. All 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, skippers and, where applicable, the shipowners involved in committing such infringements, provisionally or definitively from all fishing activities in Mauritanian waters.

CHAPTER XIII

Fines

The amount of fines imposed on Community vessels shall be calculated in accordance with Mauritanian law within minimum and maximum limits specified in Mauritanian law. This amount shall be set in accordance with the procedure provided for in Chapter VI, point 3 of Annex II. The amount of fines imposed shall be converted into euro by the surveillance authority at the rate laid down in paragraph 1 of Chapter III of this Annex. The two amounts shall be notified simultaneously to the shipowner and to the Commission via the Delegation.

Mauritanian law, and any subsequent amendments thereto, shall be communicated to the Community.

CHAPTER XIV

Provisions relating to vessels fishing highly migratory species

(tuna vessels and surface longliners)

1. Licences for tuna seiners, pole-and-line tuna vessels and surface longliners shall be issued for periods which coincide with calendar years except for the first and last year of this Protocol.

   The original licence must be kept on board at all times and presented at the request of the surveillance authority. The Commission shall keep an up-to-date draft list of the vessels for which a fishing licence has been applied for under this Protocol. This draft shall be notified to the Ministry as soon as it is drawn up, and then each time it is updated. On receipt of this draft list and of notification of payment of the advance sent to the Ministry by the Commission, the vessel shall be entered by the competent Mauritanian authority on a list of vessels authorised to fish, which shall be sent to the surveillance authority. A certified copy of this list shall then be sent to the shipowner to be kept on board instead of the fishing licence until the licence has been issued.

   On presentation of the proof of payment of the advance, the Ministry shall draw up the licence and enter the vessel concerned on the list of vessels authorised to fish which shall be sent to the surveillance authority and to the Commission, via the Delegation.

2. Before receiving its licence, each vessel operating under the Agreement for the first time must be presented for the inspections required by the legislation in force. 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. Licences shall be issued following payment, by transfer to the account defined in Chapter IV, point 1(a), of a lump sum corresponding to the advance specified in the Fishing Datasheets in the Protocol. This lump sum shall be established *pro rata temporis* to the validity of the licence for the first and last year of the Agreement.

The parafiscal charge shall be paid in proportion to the time spent in the Mauritanian fishery zone. Monthly payments are deemed to cover periods of 30 days' actual fishing. This provision preserves the indivisible nature of the charge and, consequently, the monthly payment shall be due in respect of any period begun.

The first monthly payment must be paid at the time of applying for a licence and the combined numbers of fishing days shall be taken into account.

A vessel which has fished for 1 to 30 days over the year shall pay the charge in respect of one month. The second monthly payment of this charge shall be due after the first period of 30 days and so on.

Additional monthly payments shall be made not later than 10 days after the first day of each additional period.

4. A logbook 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 Mauritanian EEZ' shall be entered in the above logbook.

Within 15 working days of vessels arriving in the port of landing, the logbooks referred to in this point shall be sent to the Ministry and to the national authorities of the Member State.

Failure to comply with one of the above provisions shall entail, without prejudice to the penalties laid down by Mauritanian law, automatic suspension of the fishing licence until the shipowner has met such obligations.

5. Subject to any checks Mauritania may wish to carry out, the Commission, via the Delegation, shall submit to the Ministry, by 15 June each year, a statement of fees due for the previous fishing year on the basis of the catch declarations made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data in the Member States, such as the IRD (*Institut de Recherche pour le Développement*), IEO (*Instituto Español de Oceanografía*), INIAP (*Instituto Nacional de Investigação Agrária e das Pescas*) and IMROP (*Institut Mauritanien de Recherches Océanographiques et des Pêches*).

6. For the last year of application of the Agreement, the statement of the fees due for the previous year shall be notified within four months of expiry of the Agreement.

7. The final statement shall be sent to the shipowners concerned, who shall have 30 days, from the notification and the approval of the amounts by the Ministry, within which to discharge their financial obligations to the competent national authorities. Payment in euro, in favour of the Mauritanian Public Treasury, shall be made into the account mentioned in Chapter IV, point 1(a) no later than one and a half months after that notification.

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

8. By way of derogation from Chapter I of Annex II, vessels shall be obliged within the three hours before 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 authority.

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 point 5.

9. At the request of the Mauritanian authorities and by mutual agreement with the shipowners concerned, tuna seiners shall take a scientific observer on board.

CHAPTER XV
Rules on pelagic fishing vessels

1. The original licence must be kept on board at all times and presented at the request of the competent Mauritanian authorities. If for practical reasons the original licence cannot be delivered to the vessel immediately after it is issued by the Ministry, keeping a copy or fax on board shall suffice for a maximum of 10 days.

2. Technical inspections of the vessels may take place in Europe. In this case, the travel and subsistence expenses of two persons designated by the Ministry to carry out these inspections shall be payable by the shipowners.

3. The amounts of licence fees shall include all related fees and taxes, with the exception of the parafiscal charge, port taxes and service charges.

If the Community wishes to have an additional quota for category 9, up to a limit of 50 000 tonnes, it shall inform Mauritania thereof not later than 15 February of each year. The two Parties may however decide by mutual agreement to increase that limit, on an annual basis and in accordance with the scientific advice available or after the Joint Scientific Committee has issued an opinion.

On the basis of the information supplied by the Community, a final statement of catches shall be drawn up by 15 September of each year for the previous year.

In accordance with this final statement of catches, approved by the two Parties, and in the event of the overall tonnage of 250 000 tonnes being exceeded, a payment of

EUR 40 per tonne fished shall be effected by the Community by way of an additional financial contribution to the Mauritanian Public Treasury.

The principle of a ceiling on catch shall not apply to non-freezer pelagic vessels in category 11.

Fees and any additional amounts shall be paid, in favour of the Treasury, into the account referred to in Chapter IV, point 1(a).

4. Pelagic fishing vessels shall notify the surveillance authority of their intention to enter or leave Mauritanian fishing zones 12 hours in advance of entry and 36 hours in advance of exit. When notifying exit, vessels shall also communicate the volume of and species in catches kept on board.

5. Shipowners shall take all appropriate measures to transport the Mauritanian seamen and scientific observers at their expense.

6. Category 11 pelagic vessels shall be subject to the following rules as regards signing on seamen:

– during the first six months of fishing in Mauritanian fishing zones, vessels shall be exempted from signing on Mauritanian seamen;

– during the following six months of fishing, vessels shall sign on 50% of the seamen provided for in point 1 of Chapter VIII.

At the end of these two six-month periods, point 1 of Chapter VIII shall apply to category 11 vessels.

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. Name of skipper: ..... Nationality: .....

II – VESSEL AND IDENTIFICATION

1. Name of vessel: .....

2. Flag country: .....

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: ..... Beam: .....

2. Tonnage (GT): .....

3. Horse power of main engine: ..... Make: ..... Type: .....

4. Type of vessel: ..... Fishing category: .....

5. Fishing gear: .....

6. Crew complement: .....

7. Method of preservation on board: Fresh ☐ Refrigeration ☐ Mixed ☐ Freezing ☐

8. Freezing capacity in tonnes/24 hours: .....

9. Hold capacity: ..... Number: .....

Done at ……, on ……..

Signature of applicant:

Appendix 2

HEADING No 1

ISLAMIC REPUBLIC OF MAURITANIA

FISHING LOG

Name of vessel (1) ….. Left (4)…. Date (6) Day Month Year Time

Call sign (2) …

Name of skipper (3) Returned (5)…... Date (6) Day Month Year Time

Fishing gear (7) Gear code (8) Mesh size (9) Gear measurements (10)

HEADING No 2				HEADING No 3: Delete list A or B (whichever is unused)														HEADING No 4		
Date (12)	Statistical Sector (13)	Number of fishing operations (14)	Fishing time (hours) (15)	Estimate of quantities caught per species: (in kg) (16) (or comments if fishing is interrupted)														Total weight of catch (kg) (17)	Total weight of fish (kg) (18)	Total weight of fish meal (kg) (19)
				Horse mackerel A	Sardines	Sardinellas	Anchovy	Mackerel	Scabbard fish	Tunas	Hake	Red bream	Squid	Cuttlefish	Octopus	Shrimps	Spiny lobster	Other fish			
				Spiny lobster B	Deep-water shrimp	Deep-water rose shrimp	Blue and red shrimp	Other shrimp	Albacore	Pink spiny lobster	Other crustaceans	Rough ray	Hake	Other fish	Misc. cephalopods	Misc. shellfish					

Appendix 3

ISLAMIC REPUBLIC OF MAURITANIA

LANDING/TRANSHIPMENT DECLARATION

				Day	Month	Year	Time
(A)	Name of vessel (1) ……..….	Left (4)….	Date (6)				
	Call sign (2) …						
	Name of skipper (3)	Returned (5)…...	Date (6)				

Nationality	Call sign	Name of vessel

Signature of the skipper of the vessel

GIVE WEIGHT IN KG

Species (B)	Commercial grade (C)	Presentation (D)	Net weight (E)	Selling price (F)	Currency (G)	Species (B)	Commercial grade (C)	Presentation (D)	Net weight (E)	Selling price (F)	Currency (G)

Appendix 4

ICCAT LOGBOOK FOR TUNA FISHERY

	Longline
	Live bait
	Purse seine
	Trawl
	Outros (Others)

			Month	Day	Year	Port
Name of vessel: ……	Gross tonnage: ……	Vessel DEPARTED:				
Flag country: ……	Capacity – (M.T.): ……					
Registration No: ……	Skipper: ……	Vessel RETURNED:				
Shipowner: ……	No of crew: ……					
Address: ……	Reporting date: ……					
	(Reported by): ……					

No of days at sea:		No of fishing days:		Trip number:	
		No of sets made:			

Date		Sector		Surface water temp (ºC)	Fishing effort No of hooks used	Capturas (Catches)																				Isco usado na pesca (Bait used)			
Month	Day	Latitude N/S	Longitude E/W			Bluefin tuna *Thunnus thynnus or maccoyii*		Yellowfin *Thunnus albacares*		(Bigeye tuna) *Thunnus obesus*		Albacore *Thunnus alalunga*		(Swordfish) *Xiphias gladius*		(Strip marlin) (White marlin) *Tetraptunus audax or albidus*		(Black marlin) *Makaira Indica*		(Sailfish) *Istiophorus albicane or platypterus*		Skipjack *Katsuwonus pelamis*		(Miscellaneous fish)		Daily total (weight in kg only)		Saury	Squid	Live bait	(Other)
						No	Weight kg	No	kg	No	kg	No	kg	No	kg	No	kg	No	kg	No	kg	No	kg	No	kg	No	kg				
LANDING WEIGHT (IN KG)																													

Notes

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

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

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

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

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

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

Appendix 5 Mauritian legislation in force concerning by-catches

Categories		IRM legislation – 2002/073	
		Authorised by-catches	Prohibited catches
1	Vessels fishing for crustaceans other than spiny lobster and crab	20% fish and 15% cephalopods 7.5% crabs	Spiny lobster
2	Black hake trawlers and bottom longliners	Trawlers: 25% fish Longliners: 50% fish	Cephalopods and crustaceans
3	Vessels fishing for demersal species other than black hake with gear other than trawls	10% of the total for the authorised target species or group of species (live weight), including a maximum of 5% for shrimps and 5% for squid and cuttlefish	Octopus Hake (maximum % to be decided within the Joint Committee)
4	Freezer trawlers fishing for demersal species	10% of the total for the authorised target species or group of species (live weight), including a maximum of 5% for shrimps and 5% for squid and cuttlefish	Octopus
5	Cephalopod vessels	5% shrimps	
6	Lobster boats		Fish, cephalopods, shrimps, royal spiny lobsters and crabs
7	Freezer tuna seiners		Species other than the target species or group of species
8	Pole-and-line tuna vessels and surface longliners		Species other than the target species or group of species
9	Pelagic freezer trawlers	3% of the total for the authorised target species or group of species (live weight)	Crustaceans or cephalopods except squid
10	Crab fishing		Fish, cephalopods and crustaceans other than the target species
11	Non-freezer pelagic vessels	3% of the total for the authorised target species or group of species (live weight)	Crustaceans or cephalopods except squid

Appendix 6: Legislation in force on minimum sizes of catches kept on board

'Section III: Minimum sizes and weights of species

Article 2: The minimum dimensions of species must be measured:

- for fish, from the tip of the snout to the end of the caudal fin (total length);
- for cephalopods, the length of the body alone (mantle) without tentacles;
- for crustaceans, from the tip of the rostrum to the end of the tail.

The tip of the rostrum is an extension of the carapace, which is situated in the anterior median portion of the cephalothorax. For pink spiny lobster, the middle of the concave portion of the carapace situated between the two frontal horns must be chosen as the reference point.

Article 3: The minimum sizes and weights of the saltwater fish, cephalopods and crustaceans which may be fished are:

(a) For saltwater fish:

- Sardinella (*Sardinella aurita* and *Sardinella maderensis*) ..... 18 cm
- Sardine (*Sardina pilchardus*) ..... 16 cm
- Scads and horse mackerels (*Trachurus spp.*) ..... 19 cm
- Yellow horse mackerel (*Decapturus rhonchus*) ..... 19 cm
- Chub mackerel (*Scomber japonicus*) ..... 25 cm
- Gilt-head seabream (*Sparus auratus*) ..... 20 cm
- Blue-spotted seabream (*Sparus coeruleostictus*) ..... 23 cm
- Red-banded seabream (*Sparus auriga*), red porgy (*Sparus pagrus*) ..... 23 cm
- Dentex (*Dentex spp.*) ..... 15 cm
- Red pandora (*Pagellus bellottii*), axillary seabream (*Pagellus acarne*) ..... 19 cm
- Rubberlip grunt (*Plectorhynchus mediterraneus*) ..... 25 cm
- Black grouper ..... 25 cm
- Brown meagre (*Sciana umbra*) ..... 25 cm
- Meagre (*Argirosomus regius*) and cassava croaker (*Pseudotholithus senegalensis*) 70 cm
- Groupers (*Epinephelus spp.*) ..... 40 cm

– Bluefish (*Pomatomus saltator*) ..... 30 cm
– West African goatfish (*Pseudupeneus prayensis*)..... 17 cm
– Mullets (*Mugil spp.*)..... 20 cm
– Smoothhound, barbeled houndshark (*Mustellus mustellus, Leptocharias smithi*).... 60 cm
– Sea spotted bass (*Dicentrarchus punctatus*)..... 20 cm
– Tongue-sole (*Cynoglossus canariensis, Cynoglossus monodi*) ..... 20 cm
– Tongue-sole (*Cynoglossus cadenati, Cynoglossus senegalensis*)..... 30 cm
– Hake (*Merluccius spp.*) ..... 30 cm
– Yellowfin tuna (*Thunnus albacares*) of a weight of less than..... 3.2 kg
– Bigeye tuna (*Thunnus obesus*) of a weight of less than ..... 3.2 kg

(b) For cephalopods:

– Octopus (*Octopus vulgaris*)..... 500 g (eviscerated)
– Squid (*Loligo vulgaris*) ..... 13 cm
– Cuttlefish (*Sepia officinalis*)..... 13 cm
– African cuttlefish (*Sepia bertheloti*)..... 7 cm

(c) For crustaceans:

– Royal spiny lobster (*Panulirus regius*) ..... 21 cm
– Pink spiny lobster (*Palinurus mauritanicus*)..... 23 cm
– Deepwater rose shrimps (*Parapenaeus longirostris*)..... 6 cm
– Red crab (*Geryon maritae*)..... 6 cm
– Southern pink shrimp, caramote prawn (*Penaeus notialis, Penaeus kerathurus*)..... 200 indv/kg '

Appendix 7: List of conversion factors

CONVERSION RATE TO BE APPLIED TO FINISHED FISHERIES PRODUCTS OBTAINED

FROM SMALL PELAGICS PROCESSED ON BOARD TRAWLERS

Production	Processing method	Conversion rate
Sardinella		
Without head	Hand cutting	1.416
Without head, eviscerated	Hand cutting	1.675
Without head, eviscerated	Machine cutting	1.795
Mackerel		
Without head	Hand cutting	1.406
Without head, eviscerated	Hand cutting	1.582
Without head	Machine cutting	1.445
Without head, eviscerated	Machine cutting	1.661
Scabbard fish		
Without head, eviscerated	Hand cutting	1.323
Slices	Hand cutting	1.340
Without head, eviscerated (special cut)	Hand cutting	1.473
Sardine		
Without head	Hand cutting	1.416
Without head, eviscerated	Hand cutting	1.704
Without head, eviscerated	Machine cutting	1.828
Horse mackerel		
Without head	Hand cutting	1.570
Without head	Machine cutting	1.634
Without head, eviscerated	Hand cutting	1.862
Without head, eviscerated	Machine cutting	1.953

NB: For processing fish into meal, the applicable conversion rate is 5.5 tonnes of fresh fish to 1 tonne of meal.

ANNEX II

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

Chapter I
Entering and leaving the fishing zone

1. Except for tuna vessels, surface longliners and pelagic fishing vessels (for which the deadlines shall be as laid down in Chapters XIV and XV of Annex I), Community vessels operating under this Agreement must report:

   (a) entry:

   notice must be given at least 36 hours beforehand and contain the following particulars:

   – the position of the vessel at the time of notification,

   – the day, date and approximate time of entering Mauritania's EEZ,

   – 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 authority will have access to the fishing log concerning that zone and any checks may not last longer than the period laid down in point 4 of this Chapter;

   (b) exit:

   notice must be given at least 48 hours beforehand and contain the following particulars:

   – the position of the vessel at the time of notification,

   – the day, date and time of leaving Mauritania's EEZ,

   – the amount and species of catch held on board at that time.

2. Shipowners shall notify the surveillance authority of their vessels' entry into and exit from Mauritania's EEZ by fax, e-mail or mail to the fax numbers or address in Appendix 1 to this Annex. In the event of difficulties in communicating by those means, the information may be transmitted via the Community.

   The Commission, via the Delegation, shall be given 15 days prior notice of any changes in the numbers or addresses for notification.

3. During their presence in the Mauritanian EEZ, Community vessels shall regularly monitor international call frequencies (VHF Channel 16 or HF 2182 kHz).

4. On receipt of messages notifying exit from the fishing zone, the Mauritanian authorities reserve the right to decide whether to carry out a check prior to the departure of vessels, on the basis of sampling within Nouadhibou or Nouakchott port.

   Those monitoring operations should not last for more than six hours for pelagics (category 9) or more than three hours for other categories.

5. Failure to comply with the provisions of points 1 to 3 above shall result in the following sanctions:

   (a) the first time:

   – the vessel shall be diverted, if possible,

   – the catch on board shall be unloaded and confiscated on behalf of the Public Treasury,

   – the vessel shall pay the minimum fine provided for under Mauritanian law;

   (b) the second time:

   – the vessel shall be diverted, if possible,

   – the catch on board shall be unloaded and confiscated on behalf of the Public Treasury,

   – the vessel shall pay the maximum fine provided for under Mauritanian law,

   – the licence shall be revoked for the remainder of its period of validity;

   (c) the third time:

   – the vessel shall be diverted, if possible,

   – the catch on board shall be unloaded and confiscated on behalf of the Public Treasury,

   – the licence shall be definitively revoked,

   – the skipper and the vessel shall be prohibited from fishing in Mauritania.

6. Should it not be possible to divert the offending vessel, the Ministry shall inform the Commission and the flag Member State so that the penalties laid down in the above point 5 may be applied.

Chapter II
Innocent passage

When Community fishing vessels are exercising their right of innocent passage and navigation in Mauritanian fishing zones 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
Transhipment

1. The catches of Community vessels shall be transhipped solely within Mauritanian ports and in the zones laid down in Appendix 5 to this Annex.

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 authority at least 36 hours beforehand, using the means of communications specified in point 2 of Chapter I of this Annex, of the following:

   – the names of the transhipping fishing vessels,

   – the names of the cargo vessels,

   – the tonnage by species to be transhipped,

   – the day, date and time of transhipment.

   The surveillance authority shall respond within 24 hours.

4. Transhipment shall be considered as an exit from Mauritanian fishing zones. Vessels must therefore provide the surveillance authority with the originals of the fishing log and the supplementary fishing log and state whether they intend to continue fishing or leave the Mauritanian fishing zone.

5. Any transhipment of catches not covered in points 1 to 4 above shall be prohibited in Mauritania's EEZ. Any person infringing this provision shall be liable to the penalties provided for by Mauritanian law.

6. Mauritania reserves the right to refuse transhipment if the carrier vessel has carried out illegal, undeclared or unregulated fishing inside or outside Mauritania's EEZ.

Chapter IV
Inspection and monitoring

1. Skippers 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 control report shall be issued to the skipper of the vessel.

2. The Community hereby undertakes to maintain the specific monitoring programme in Community ports. This programme shall be communicated to the Ministry, which reserves the right to ask to be present at these checks in accordance with Chapter V. Summaries of reports on the checks carried out shall be sent to the Ministry at regular intervals.

Chapter V
Mutual observation system for shore-based controls

The two Parties agree to set up a mutual observation system for shore-based controls with a view to improving the effectiveness of checks. To this end, they shall designate representatives who shall attend monitoring operations and inspections carried out by the respective national inspection authorities and may make observations on the implementation of this Agreement.

These representatives must possess:

– 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 representatives in attendance may not, on their own initiative, exercise the powers of inspection conferred on national officials.

When the representatives accompany national inspection officials, they shall have access to the vessels, premises and documents subject to inspection by those officials, in order to collect anonymous data necessary for the accomplishment of their task.

The representatives 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 storing fish before it is placed on the market.

The representatives shall draw up and submit a report every four months detailing the inspections attended. This report shall be addressed to the competent authorities. A copy shall be supplied by those authorities to the other Contracting Party.

1. Implementation

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

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

The duration of the representative's mission should not exceed 15 days.

2. Confidentiality

The representative on joint monitoring operations 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 representative shall disclose information on the results of the work solely to the competent authorities.

3. Location

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

4. Funding

Each Party shall bear the costs of its representative on monitoring operations, including travel and board.

Chapter VI
Boarding and application of penalties

1. Statement of boarding

The statement of boarding shall be drawn up faithfully by the surveillance authority on the basis of any infringements found and entered in the inspection report drawn up following checks on the vessel. This control report, which shall specify the circumstances and reasons leading to the boarding, must be signed by the skipper of the vessel, who may note any reservations therein and a copy of which shall be given to him by the surveillance authority.

This signature shall not prejudice the rights of the skipper or any defence which the skipper may make to the alleged infringement.

2. Notification of boarding

In the event of boarding, the surveillance authority shall serve by post on the ship's representative the statement relating to the infringement, together with the inspection report. The surveillance authority shall inform the Delegation as soon as possible, and within 48 working hours, of any boarding of or penalty imposed on a Community fishing vessel operating in Mauritanian fishing zones.

In the event of an infringement which cannot be brought to an end at sea, the skipper, at the request of the surveillance authority, shall take the vessel to the port of Nouadhibou. In the event of an infringement acknowledged by the skipper which can be terminated at sea, the vessel shall continue fishing.

In both cases, once the infringement is brought to an end, the vessel shall continue fishing.

3. Settlement of boarding

3.1. In accordance with this Protocol and Mauritanian law, infringements may be settled either out of court or by legal proceedings.

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

The ship's agent shall immediately contact the surveillance authority in order to reach a solution concerning this infringement.

The Settlement Committee shall be convened by the surveillance authority for only one business day, 24 hours after the vessel arrives in port. This also applies to boardings which take place during exit inspections.

The fine must be paid by transfer not later than 30 days after the settlement. Where a vessel is leaving the Mauritanian EEZ, payment must become effective before the vessel leaves. Transmission to the surveillance authority of a receipt from the Public Treasury and/or a copy of the SWIFT bank transfer, endorsed by the Central Bank of Mauritania (Nouadhibou or Nouakchott) and evidencing payment of the fine, shall serve as justification for releasing the vessel. In the case of justification on the basis of an endorsed SWIFT transfer, the agent must send the surveillance authority the original of the receipt from the Public Treasury within 72 hours of the vessel being released.

3.3. If the settlement procedure has not reached a successful conclusion, the Ministry shall pass the file on to the public prosecutor of Mauritania without delay. Under the legislation in force, a bank security shall be lodged by the shipowner to cover any fines. The vessel shall be released 72 hours from the time when the security is lodged.

3.4. The bank security shall be irrevocable until the legal proceedings have been concluded. It shall be released by the Ministry if legal proceedings end without a conviction. Similarly, in the event of a conviction leading to a fine, this fine shall be paid in accordance with the legislation in force, which lays down that the bank security will be released if payment is made within 30 days of the judgment.

3.5. The vessel shall be released and its crew authorised to leave the port:

– once the obligations arising under the out-of-court settlement have been fulfilled, 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.

4. Compliance with the rules

All information concerning out-of-court settlements or legal proceedings relating to infringements committed by Community vessels shall be sent to the Commission via the Delegation within 48 hours.

Chapter VII
Satellite monitoring of fishing vessels

1. All fishing vessels fishing under this Agreement shall be subject to satellite monitoring when they are in the Mauritanian EEZ.

2. For the purposes of satellite monitoring, the coordinates (latitudes and longitudes) of the Mauritanian EEZ are shown in Appendix 4.

3. The Parties shall exchange information on addresses and the specifications for electronic data transmission between their Control Centres in accordance with points 5 to 7. Such information shall, where possible, include the following: names, telephone and fax numbers, and e-mail addresses (Internet or https) which may be used for general communications between Control Centres. The details of the Mauritanian Control Centre are given in Appendix 1 to this Annex.

4. The position of vessels shall be determined with a margin of error of less than 500 metres and a confidence interval of 99%.

5. When a vessel which is fishing under the Agreement and is the subject of satellite tracking pursuant to Community legislation enters the Mauritanian EEZ, the subsequent position reports (vessel identification, longitude, latitude, course and speed) shall be transmitted immediately by the Control Centre of the flag State to the surveillance authority (FMC) at intervals of no more than one hour. The messages concerned shall be identified as position reports.

6. The messages specified in point 5 shall be transmitted electronically in https format, or any other secure protocol (e.g. X.25). They shall be communicated in real time in the format set out in the table attached in Appendix 3.

7. Where the continuous satellite monitoring equipment installed on board a fishing vessel develops a technical fault or breaks down, the skipper of the vessel shall transmit the information specified in point 5 to the Control Centre of the flag State and the Mauritanian FMC in good time by fax. In those circumstances a global position report shall be sent every four hours. This global position report shall

include the position reports as recorded by the skipper of the vessel on an hourly basis in accordance with the requirements laid down in point 5. It is recommended that shipowners carry a second beacon on board, by way of precaution.

The Control Centre of the flag State shall send these messages immediately to the Mauritanian FMC. The faulty equipment shall be repaired or replaced within a period of not more than five days. Beyond that period the vessel concerned shall leave the Mauritanian EEZ or enter a Mauritanian port.

Where there is a serious technical problem requiring an additional period, an exception may be granted at the request of the skipper for a maximum of 15 days. In that situation the requirements laid down in point 7 shall continue to apply and all vessels, with the exception of tuna vessels, shall enter port in order to take on board a Mauritanian scientific observer.

8. The Control Centres of the flag States shall monitor the movements of their vessels in the Mauritanian EEZ at hourly intervals. If the vessels are not being monitored in accordance with the conditions laid down, the Mauritanian FMC shall be informed immediately and the procedure laid down in point 7 shall apply.

9. If the Mauritanian FMC finds that the flag State is not communicating the information provided for in point 5, it shall immediately inform the Commission, via the Delegation, thereof.

10. The monitoring data communicated to the other Party in accordance with these provisions is intended solely for the purposes of the Mauritanian authorities in controlling and monitoring the Community fleet fishing under this Agreement. Such data may not under any circumstances be communicated to other parties.

11. The satellite-tracking system software and hardware components shall be reliable and shall not permit the input or output of false positions or be capable of being manually overridden.

The system shall be fully automatic and operational at all times regardless of environmental and weather conditions. Destroying, damaging, rendering inoperative or tampering with the satellite-tracking system shall be prohibited.

Skippers shall ensure that:

– data are not altered;

– the antenna or antennas connected to the satellite-tracking equipment are not obstructed;

– the power supply of the satellite-tracking equipment is not interrupted; and

– the satellite-tracking equipment is not dismantled.

12. The Parties agree to exchange upon request information on the equipment used for satellite monitoring, in order to ensure that each piece of equipment is fully

compatible with the requirements of the other Party for the purposes of these provisions.

13. Any dispute over the interpretation or application of these provisions shall be the subject of consultation between the Parties within the Joint Committee provided for in Article 10 of the Agreement.

14. In the event of doubts about a given vessel the Mauritanian FMC shall send a request to the FMC of the flag Member State which shall transmit to it without delay the geographical (polling) positions of the vessel during the period set out in the request.

In the event of suspicions regarding the activity of certain vessels, Mauritania shall officially inform the flag State and the Community thereof. The Community undertakes to apply the provisions relating to Community law.

15. The two Parties, within the Joint Committee provided for in Article 10 of the Agreement, undertake to find the most appropriate solutions to:

(a) eliminate, before the entry into force of this Protocol, all technical problems which may affect the effectiveness of the VMS system in Mauritanian fishing zones;

(b) analyse all means of strengthening cooperation so as to improve implementation of the VMS rules, and in particular to promote the simultaneous transmission of data by European vessels to the FMC of the flag Member State and to the surveillance authority.

Chapter VIII
Mauritanian scientific observers on board Community vessels

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

1. All Community vessels holding a licence for Mauritanian fishing zones shall take on board a Mauritanian scientific observer, except for tuna seiners, which shall board observers at the request of the Ministry. There shall be only one scientific observer at a time per vessel.

Each quarter, before licences are issued, the Ministry shall supply the Commission, via the Delegation, with a list of vessels designated to take on board a scientific 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 embarkation may be spread over several trips depending on the average duration of the trips planned for a particular vessel. This request will be made by the Ministry when notifying the name of the scientific observer designated to board the vessel in question.

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

3. The Ministry shall inform the Commission, via the Delegation, of the names of designated scientific observers, provided 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 scientific observers, including their salary, emoluments and allowances, shall be borne by the Ministry. If a scientific 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. Skippers of vessels designated to take on board a scientific observer shall make all the arrangements for boarding and disembarkation of the scientific observer.

   Scientific 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 skipper shall give them access to the means of communication needed for the discharge of their duties, to documents directly concerned with the vessel's fishing activities, i.e. the fishing log, the supplementary fishing log and the navigation log, and to those parts of the vessel necessary to facilitate the exercise of their tasks as observer.

6. Scientific 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 days before the beginning of the trip.

   Within 15 days of that notification, the shipowners concerned shall notify the surveillance authority, via their local representatives, using the means of communication specified in Chapter I of this Annex, of the date and port selected for taking the scientific observer on board.

7. Scientific observers must report to the skipper of the designated vessel the day before the selected date of embarkation. Should the scientific observer not appear, the skipper of the vessel shall inform the surveillance authority, which shall replace the observer within the following two hours. If it does not do so, the vessel shall be authorised to leave the port in possession of a certificate of absence for the scientific observer. However, the Ministry may subsequently, at its own expense, arrange the boarding of a new scientific observer, without disrupting fishing by the vessel.

8. Failure by a shipowner to comply with one of these provisions relating to scientific observers shall result in the automatic suspension of the fishing licence until the shipowner has complied with such obligations.

9. Scientific observers must have:

   – a professional qualification,

   – adequate fisheries experience, and

   – a thorough understanding of this Protocol and the Mauritanian rules applicable.

10. Scientific observers shall check whether Community vessels operating in the Mauritanian 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 the vessels;

– check the position of vessels engaged in fishing operations;

– perform biological sampling in the context of scientific programmes;

– record particulars of the fishing gear and the mesh sizes of the nets used.

11. Observation shall be confined to fishing activities and related activities governed by this Protocol.

12. 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

– respect the material and equipment on board and the confidentiality of all documents belonging to the vessel.

13. At the end of the observation period and before leaving the vessel, scientific observers shall draw up a report in accordance with the model in Appendix 2 to this Annex. They shall sign it in the presence of the skipper, who may add or cause to be added to it any observations considered relevant, followed by the skipper's signature. A copy of the report shall be given to the skipper when the observer is put ashore.

Each month, the Ministry shall send the reports from the previous month to the Commission, via the Delegation, for information purposes.

Chapter IX
Dumping at sea and pollution

The two Parties shall look into the problem of dumping at sea by fishing vessels and shall examine means of recovery.

The two Parties shall reach agreement, as soon as this Protocol enters into force, on the implementation of inspection measures aimed at preventing waste oil being tipped into the sea by fishing vessels.

Chapter X
Fight against illegal fishing

In an effort to curb illegal fishing activities in Mauritanian fishing zones which jeopardise fisheries management policy, the Parties agree to exchange information on these activities on a regular basis.

In addition to the measures already applied by the two 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.

_____

MAURITANIA - EUROPEAN COMMUNITY FISHING AGREEMENT

CONTACT DETAILS FOR THE SURVEILLANCE AUTHORITY

Délégation à la Surveillance des Pêches et au Contrôle en Mer **(Delegation for Fisheries Surveillance and Maritime Control)**

(DSPCM)

Address:	Boîte Postale (BP) 260 Nouadhibou
	Mauritania
Tel.:	(222) 574 57 01
Fax:	(222) 574 63 12
E-mail:	dspcm@toptechnology.mr

CONTACT DETAILS FOR THE MAURITANIAN FMC

Name of FMC:	DSPCM SSN
VMS Tel.:	(222) 574 67 43 / 574 56 26
VMS Fax:	(222) 574 67 43
VMS E-mail:	dspcm@toptechnology.mr
X25 Address:	**20803403006315**

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: .....
Name of skipper: ……Nationality: .....

Observer boarded: Date: ……..., Port:.....
Observer disembarked: Date: ……..., Port:.....

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

Observer's estimate

Overall production (kg): ..... ……, declared in fishing log/logbook: .....
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:.....

Skipper's comments ……
……..
…….

Copy of report received on (date)…… Skipper's signature……..…….

Report forwarded to....……..

Position: .....

COMMUNICATION OF VMS MESSAGES IN MAURITANIA

POSITION REPORT

Data Element	Code	Mandatory/ Optional	Comments
Start record	SR	M	System detail – indicates start of record
Addressee	AD	M	Message detail – addressee. Alpha 3 ISO country code
From	FR	M	Message detail – sender. Alpha 3 ISO country code
Flag State	FS	M	
Type of message	TM	M	Message detail – Message type 'POS'
Radio call sign	RC	M	Vessel detail – international radio call sign of vessel
Contracting Party internal reference number	IR	M	Unique contracting Party number (flag State ISO-3 code followed by number)
External registration number	XR	M	Vessel detail – number marked on side of vessel
Latitude	LA	M	Vessel position detail – position in degrees, minutes and tenths of minutes N/S DDMM.m (WGS-84) Example: N2046.3
Longitude	LO	M	Vessel position detail – position in degrees, minutes and tenths of minutes E/W DDMM.m (WGS-84) Example: W01647.6
Course	CO	M	Vessel course 360° scale
Speed	SP	M	Vessel speed in tenths of knots
Date	DA	M	Vessel position detail – date of record of UTC position (YYYYMMDD)
Time	TI	M	Vessel position detail – time of record of UTC position (HHMM)
End record	ER	M	System detail - indicates end of record

Character set: ISO 8859.1

Each data transmission is structured as follows:

– a double slash (//) and field code indicate the start of the message;
– a single slash (/) separates the field code and the data.

Optional data elements have to be inserted between the start and end of the record.

LIMITS OF THE MAURITANIAN EEZ

Coordinates of EEZ/Protocol

EU VMS

1	Southern boundary	Lat.	16°	04'	N	Long.	19°	58'	W
2	Coordinates	Lat.	16°	30'	N	Long.	19°	54'	W
3	Coordinates	Lat.	17°	00'	N	Long.	19°	47'	W
4	Coordinates	Lat.	17°	30'	N	Long.	19°	33'	W
5	Coordinates	Lat.	18°	00'	N	Long.	19°	29'	W
6	Coordinates	Lat.	18°	30'	N	Long.	19°	28'	W
7	Coordinates	Lat.	19°	00'	N	Long.	19°	43'	W
8	Coordinates	Lat.	19°	23'	N	Long.	20°	01'	W
9	Coordinates	Lat.	19°	30'	N	Long.	20°	04'	W
10	Coordinates	Lat.	20°	00'	N	Long.	20°	14 .5'	W
11	Coordinates	Lat.	20°	30'	N	Long.	20°	25 .5'	W
12	Northern boundary	Lat.	20°	46'	N	Long.	20°	04 .5'	W

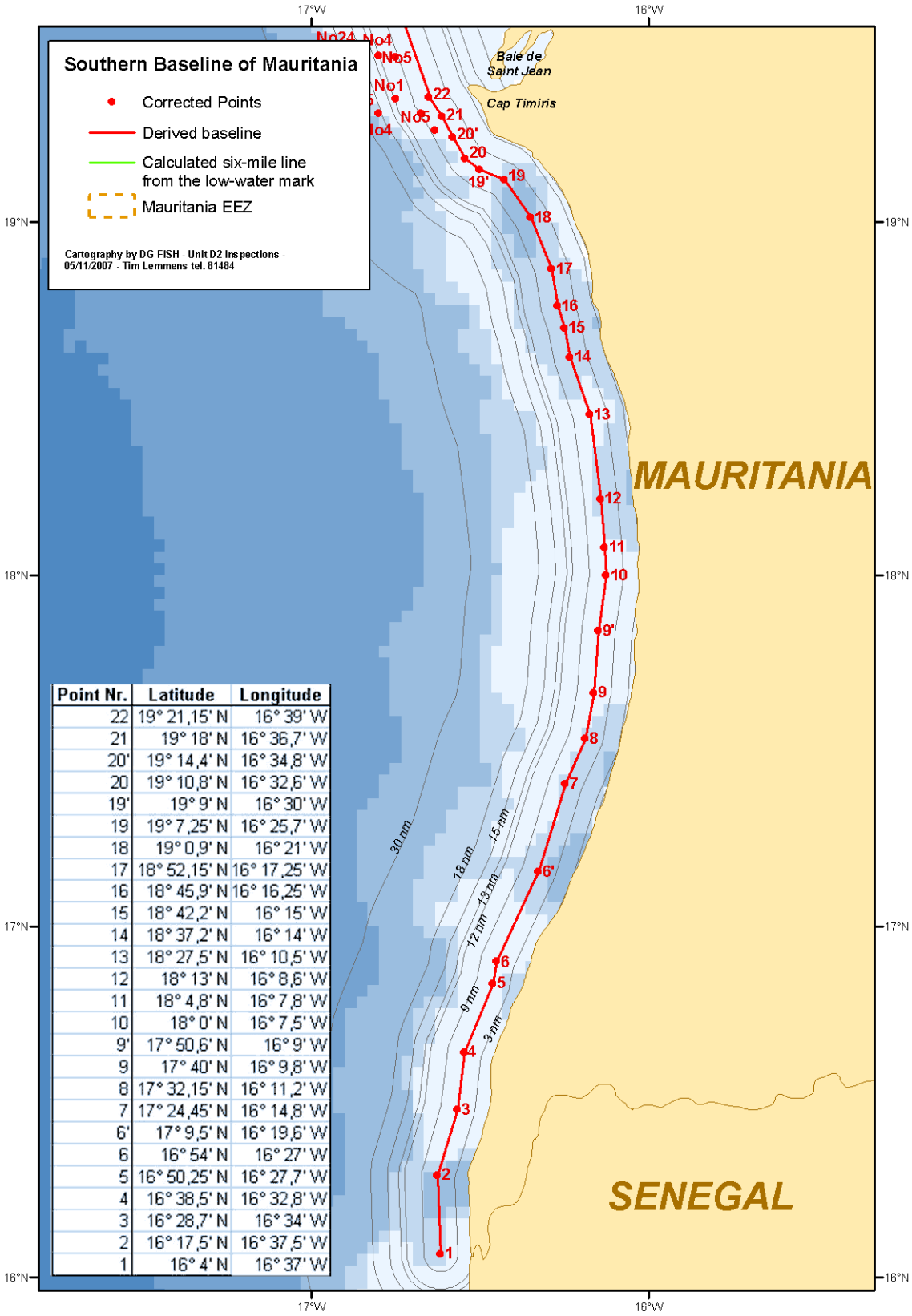
Coordinates of the authorised transhipment zone within the port of Nouadhibou

(BUOY 2= N 20° 43.6 W 17° 01.8)

1	Coordinates	Lat.	20°	43.6'	N	Long.	17°	01.4'	W
2	Coordinates	Lat.	20°	43.6'	N	Long.	16°	58.5'	W
3	Coordinates	Lat.	20°	46.6'	N	Long.	16°	58.5'	W
4	Coordinates	Lat.	20°	46.7'	N	Long.	17°	00.4'	W
5	Coordinates	Lat.	20°	45.3'	N	Long.	17°	00.4'	W
6	Coordinates	Lat.	20°	45.3'	N	Long.	17°	01.5'	W

Coordinates of the authorised transhipment zone within the port of Nouakchott

1	Coordinates	Lat.	18°	01.5'	N	Long.	16°	07'	W
2	Coordinates	Lat.	18°	01.5'	N	Long.	16°	03.8'	W
3	Coordinates	Lat.	17°	59'	N	Long.	16°	07'	W
4	Coordinates	Lat.	17°	59'	N	Long.	16°	03.8'	W



Point Nr.	Latitude	Longitude
22	19° 21,15' N	16° 39' W
21	19° 18' N	16° 36,7' W
20'	19° 14,4' N	16° 34,8' W
20	19° 10,8' N	16° 32,6' W
19'	19° 9' N	16° 30' W
19	19° 7,25' N	16° 25,7' W
18	19° 0,9' N	16° 21' W
17	18° 52,15' N	16° 17,25' W
16	18° 45,9' N	16° 16,25' W
15	18° 42,2' N	16° 15' W
14	18° 37,2' N	16° 14' W
13	18° 27,5' N	16° 10,5' W
12	18° 13' N	16° 8,6' W
11	18° 4,8' N	16° 7,8' W
10	18° 0' N	16° 7,5' W
9'	17° 50,6' N	16° 9' W
9	17° 40' N	16° 9,8' W
8	17° 32,15' N	16° 11,2' W
7	17° 24,45' N	16° 14,8' W
6'	17° 9,5' N	16° 19,6' W
6	16° 54' N	16° 27' W
5	16° 50,25' N	16° 27,7' W
4	16° 38,5' N	16° 32,8' W
3	16° 28,7' N	16° 34' W
2	16° 17,5' N	16° 37,5' W
1	16° 4' N	16° 37' W

MINISTRY OF FISHERIES

DIRECTORATE FOR INDUSTRIAL FISHERIES

DATA ON ACTIVITY OF FISHING VESSELS FOR 2005

		NATIONAL					EU					OTHER					TOTAL				
CATEGORIES		VN	KW	GT	NFD	CATCH	VN	KW	GT	NFD	CATCH	VN	KW	GT	NFD	CATCH	VN	KW	GT	NFD	CATCH
1		22	10 484	5 413	2 390	1 538	35	18 408	9 889	4 682	7 663	9	7 151	2 135	697	468	66	36 043	17 437	7 769	9 669
2		8	7 042	3 171	398	386	14	4 794	3 089	1 956	7 210	1	307	161	18	6	23	12 143	6 421	2 372	7 602
3		6	2 049	1 040	904	1 294	13	2 387	1 244	1 418	4 036	4	1 939	799	418	503	23	6 375	3 083	2 740	5 833
4		0	0	0	0	0	9	4 946	2 470	834	858	0	0	0	0	0	9	4 946	2 470	834	858
5	C	100	63 316	29 876	19 795	22 333	50	34 554	20 922	9 758	16 833	0	0	0	0	0	150	97 870	50 798	29 553	39 166
	G	88	26 699	20 081	11 714	10 137	0	0	0	0	0	0	0	0	0	0	88	26 699	20 081	11 714	10 137
	ST	188	90 015	49 957	31 509	32 470	50	34 554	20 922	9 758	16 833	0	0	0	0	0	238	124 569	70 879	41 267	49 303
6		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7		0	0	0	0	0	23	46 265	28 983		1 708	0	0	0	0	0	23	46 265	28 983	0	1 708
8		0	0	0	0	0	27	9 797	6 137		7 633	4	1 451	909			31	11 248	7 046	0	7 633
9		3	10 350	17 136	594	28 587	12	75 460	59 699	1 044	112 347	51	145 449	316 158	7 848	416 212	66	231 259	392 993	9 486	557 146
10		0	0	0	0	0	0	0	0	0	0	4	1 236	839	44	80	4	1 236	839	44	80
TOTAL		227	119 940	76 717	35 796	64 275	183	196 611	132 433	19 691	158 288	73	157 533	321 001	9 025	417 269	483	474 084	530 151	64 512	639 833

		CATEGORIES:			
VN:	Vessel Number	1	- CRUSTACEANS EXCLUDING SPINY LOBSTER	7	- TUNA WITH SEINE
KW:	Power in Units	2	- BLACK HAKE	8	- TUNA WITH POLE-AND-LINE AND LONGLINES
GT:	Gross Tonnage	3	- DEMERSAL SPECIES WITH GEAR OTHER THAN TRAWLS	9	- PELAGICS
NFD:	Number of Fishing Days	4	- DEMERSAL TRAWLERS TARGETING SPECIES OTHER THAN HAKE	10	- CRAB
CATCHES:	Overall vessel catches, including targeted species and by-catches	5	- CEPHALOPODS	11	- NON-FREEZER PELAGICS
		6	- SPINY LOBSTER		

NB: For 2005, data on the activities of Baltic vessels (Lithuania and Latvia), including figures on catches (133 053 tonnes), are included in the columns relating to 'other' vessels and not in the columns relating to EU vessels.
*: the data relating to tuna categories 7 and 8 for the EU fleet are the EU's figures.

MINISTRY OF FISHERIES **DIRECTORATE FOR INDUSTRIAL FISHERIES**

DATA ON ACTIVITY OF FISHING VESSELS FOR 2006

		NATIONAL					EU					OTHER					TOTAL				
CATEGORIES		VN	KW	GT	NFD	CATCH	VN	KW	GT	NFD	CATCH	VN	KW	GT	NFD	CATCH	VN	KW	GT	NFD	CATCH
1		20	13 616	4 715	3 039	1 474	34	14 926	9 601	6 910	7 042	3	1 501	936	293	308	57	30 043	15 252	10 242	8 824
2		2	589	224	88	476	13	3 915	3 414	2 526	7 874	0	0	0	0	0	15	4 504	3 638	2 614	8 350
3		6	2 779	1 010	594	4 661	7	1 110	552	637	2 173	0	0	0	0	0	13	3 889	1 562	1 231	6 834
4		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	C	84	67 290	26 176	18 947	11 212	43	30 086	17 983	7 665	13 995	0	0	0	0	0	127	97 376	44 159	26 612	25 207
	G	42			7 546	4 838	0	0	0	0	0	0	0	0	0	0	42			7 546	4 838
	ST	126			26 493	16 050	43			7 665	13 995						169			34 158	30 045
6		0	0	0	0	0	1	570	219	98	11	0	0	0	0	0	1	570	219	98	11
7*		0	0	0	0	0	10	20 062	8 547		978	11	22 068	5 650			21	42 130	14 197		
8*		0	0	0	0	0	20	8 383	3 207		7 812	16	4 611	4 914			36	12 994	8 121		
9		0	0	0	0	0	15	56 269	73 441	1 939	264 645	22	90 385	113 506	3 705	271 480	37	146 654	186 947	5 644	536 125
10		1	692	132	90	160	1	441	252	61	180	0	0	0	0	0	2	1 133	384	151	340
11		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL		155	84 966	32 257	30 304	22 821	144	135 762	117 216	19 836	304 709	52	118 565	125 006	3 998	271 788	351	339 293	274 479	54 138	590 528

		CATEGORIES:			
VN:	Vessel Number	1	- CRUSTACEANS EXCLUDING SPINY LOBSTER	7	- TUNA WITH SEINE
KW:	Power in Units	2	- BLACK HAKE	8	- TUNA WITH POLE-AND-LINE AND LONGLINES
GT:	Gross Tonnage	3	- DEMERSAL SPECIES WITH GEAR OTHER THAN TRAWLS	9	- PELAGICS
NFD:	Number of Fishing Days	4	- DEMERSAL TRAWLERS TARGETING SPECIES OTHER THAN HAKE	10	- CRAB
CATCHES:	Overall vessel catches, including	5	- CEPHALOPODS	11	- NON-FREEZER PELAGICS
	targeted species and by-catches	6	- SPINY LOBSTER		

: the data relating to tuna categories 7 and 8 for the EU fleet are the EU's figures.

The two Parties agree to update this fishing effort each year by 1 May of the following year.

Annex IV: Guidelines for the purpose of drawing up the matrix of objectives and performance indicators for monitoring the implementation of the *Stratégie de développement durable du secteur de la pêche de la Mauritanie* (strategy of sustainable development of Mauritania's fisheries sector)

Strategic priorities and objectives	Indicators (indicative list)
1. Fisheries management and rent optimisation	
1.1 Sustainable fisheries management	Number of development plans drawn up, implemented and evaluated Number of non-industrial and coastal fisheries vessels registered (in absolute terms and as a percentage) Register kept of vessels in Mauritanian EEZ
1.2 Stepping-up of fisheries and oceanographic research	Number of surveys carried out to assess stocks Number of research programmes implemented Number of recommendations issued and followed on the state of the main fisheries resources (in particular freezes on fishing and conservation measures for overfished stocks)
1.3 Stepping-up of fisheries surveillance	[Number of sworn independent inspectors and corresponding budgetary allocation entered in the Finance Act] Quality and diversity of the inspections carried out (number of days of surveillance at sea, number of inspections in port and at sea, number of aerial inspections, number of statistical bulletins published) Rate of radar coverage of the Mauritanian EEZ Rate of VMS coverage of the fleet Utilisation rate of the electronic logbook/industrial and coastal fleet combined
1.4 Control and adjustment of capacities	Programme implemented on the adjustment of capacities Rate of reduction of vessels fishing for demersal species, particularly octopus
1.5 Development of new fisheries	Development projects carried out on new fisheries
2. Increased economic and social impact of the sector	

2.1 Development of port infrastructure and services,	Progress of the refurbishment of the port of Nouadhibou Progress of the refurbishment and extension of the non-industrial fishing port of Nouadhibou Number of measures carried out to bring the fish market into line with standards Progress of the creation of landing stages for non-industrial fisheries Number of wrecks removed from Nouadhibou area
2.2 Restructuring of Mauritania's industrial fleet, modernisation and health and hygiene upgrade of its non-industrial fleet	Number of measures carried out on restructuring Quality of the financial instruments proposed Number of canoes equipped with iceboxes Rules on minimum health and hygiene standards applicable to canoes and their products drawn up and implemented
2.3 Improvement of the quality of fisheries products (products landed and processed brought into line with health and hygiene standards)	Inspection system for fishery products adapted and operational Number of awareness-raising campaigns on health and hygiene rules (number of training courses organised and number of people trained) Nouakchott analytical laboratory operational Nouakchott fish market brought into line with hygiene standards Number of canoes equipped with ice-trays Number of sites developed for non-industrial landing and processing
2.4 Development of non-industrial maritime fisheries, inland fisheries and aquaculture	Volume of catches of non-industrial fishing vessels Number of aquaculture projects carried out Volume of funding of inland fisheries projects launched
2.5 Promotion of private investment in the sector	Number of institutional reforms adopted Improvements in the legal environment for investment Tailored financial instruments implemented (budget lines for non-

	industrial fisheries, support for industrial fisheries) Number of commercial partnership fora organised Volume of private investment carried out Number of public-private or private-private partnership projects developed
3. Protection of the marine environment, habitats and the coastline	
3.1 Conservation of the marine environment and aquatic habitats	Number of studies carried out to analyse the state of the marine environment (baseline situation and follow-up studies of environmental parameters) Number and quality of conservation measures carried out Improvement in capacity for processing pollutants (containers for collecting waste oil, etc.), waste water treatment and purification plant Legislation of pollutants management adopted and implemented
3.2 Increase in capacity for analysing and combating marine pollution	Status of launch of the anti-pollution centre Quality and quantity of anti-pollution material acquired
4. Reform of the legal and institutional framework	
4.1 Reinforcement of staff training	Training plan adopted and implemented Number of advanced training courses held for management staff Number of training courses held for technical staff
4.2 Improving the effectiveness of the technical services of the Ministry of Fisheries and the services involved in managing the sector	Rate of increase of operating budgets Functional database Improvement in the management of non-industrial and industrial fishing licences
4.3 Stepping-up of monitoring and evaluation of the implementation of the strategy (steering of the system)	Operational monitoring system set up Set of relevant indicators available and measured at regular intervals Number of periodic evaluations carried out

LEGISLATIVE FINANCIAL STATEMENT

1. TITLE OF THE PROPOSAL:

Proposal for a Council Regulation on the conclusion of the Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Islamic Republic of Mauritania for the period 1 August 2008 to 31 July 2012

2. ABM / ABB FRAMEWORK

11. Fisheries

1103. International Fisheries Agreements

3. BUDGET LINES

3.1. Budget lines:

110301 : International Fisheries Agreements

11010404 : International Fisheries Agreements: administrative costs

3.2 Duration of the action and of the financial impact:

The Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Islamic Republic of Mauritania applies from 1 August 2008 to 31 July 2012. It replaces the previous Protocol setting out the fishing opportunities and financial contribution for the period 1 August 2006 to 31 July 2008, which is tacitly renewable twice for two two-year periods, up to 31 July 2012.

The Protocol lays down the financial contribution, the fishing categories and the conditions for fishing by Community vessels in Mauritania's fishing zones.

3.3 Budgetary characteristics (*add rows if necessary*):

Budget line	Type of expenditure		New	EFTA contribution	Contribution from applicant countries	Heading in Financial Perspective
11.0301	Comp[6].	Diff[7].	NO	NO	NO	**No 2**

[6] Compulsory expenditure.
[7] Differentiated appropriations.

11.010404	Comp.	Non-diff[8].	NO	NO	NO	**No 2**

4. SUMMARY OF RESOURCES

4.1 Financial Resources

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

EUR million (to four decimal places)

Expenditure type	Section No		2008	2009	2010	2011	**Total**
Commitment appropriations (CA)	8.1	a min a max[9]	86.0000	76.0000	73.0000	70.0000	**305.0000**
Payment appropriations (PA)		b min b max	86.0000	76.0000	73.0000	70.0000	**305.0000**
Technical & administrative assistance (Non-diff.)	8.2.4	c	0.1170	0.1170	0.1170	0.1170	**0.4680**
Commitment appropriations		**a+c min** **a+c max**	86.1170	76.1170	73.1170	70.1170	305.4680
Payment appropriations		**b+c min** **b+c max**	86.1170	76.1170	73.1170	70.1170	305.4680
Human resources and associated expenditure (Non-diff.)	8.2.5	d	0.3510	0.3510	0.3510	0.3510	1.4040
Administrative costs, other than human resources and associated costs, not included in reference amount (Non-diff.)	8.2.6	e	0.1100	0.1100	0.1100	0.1100	0.4400

[8] Non-differentiated appropriations.

[9] Under Article 4 of the Protocol, concerning the review of fishing opportunities, these opportunities may be increased up to a maximum of double the financial contribution. The financial contribution may, however, only be increased subject to budgetary possibilities.

TOTAL CA **including cost of human resources**		a+ c+ d+e	86.5780	76.5780	73.5780	70.5780	307.3120
TOTAL PA **including cost of human resources**		b+ c+ d+e	86.5780	76.5780	73.5780	70.5780	307.3120

Part-financing details: no part-financing

EUR million (to four decimal places)

Part-financing body		**2008**	2009	2010	2011	Total
	F					
TOTAL CA with part-financing	a+c+d+e+f	86.5780	76.5780	73.5780	70.5780	307.3120

4.1.2 Compatibility with financial programming

X Proposal is compatible with existing financial programming.

☐ Proposal will entail programming of the relevant heading in the financial perspective.

☐ Proposal may require application of the provisions of the Interinstitutional Agreement[10] (i.e. flexibility instrument or revision of the financial perspective).

4.1.3 Financial impact on revenue

X Proposal has no financial impact on revenue

☐ Financial impact – the effect on revenue is as follows:

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

EUR million (to four decimal places)

		Prior to action	Situation following action			
Budget line	Revenue	[Year n-1]	[Year n]	[n+1]	[n+2]	[n+3]

[10] See points 19 and 24 of the Interinstitutional Agreement.

	a) Revenue in absolute terms					
	b) Change in revenue	*Δ*				

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

4.2. Human resources, FTE (including officials, temporary and external staff) – see details under point 8.2.1.

Annual requirements	Year n	Year n+1	Year n+2	Year n+3
Total number of human resources	4	4	4	4

5. CHARACTERISTICS AND OBJECTIVES

5.1 Need to be met in the short or long term

The main objective of the new Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement (FPA) is to strengthen cooperation between the European Community and Mauritania to develop a sustainable fisheries policy and responsible exploitation of fisheries resources in Mauritania's fishing zone. The main elements of the new Protocol are:

– Fishing opportunities:

- Crustaceans: maintaining fishing opportunities.
- Demersal species: a 10–50% reduction in opportunities, depending on the category.
- Cephalopods: around a 25% reduction in opportunities.
- Tuna: a 29–39% reduction in opportunities, depending on the fishing gear.
- Pelagic species: a 43% reduction in the reference tonnage for freezer vessels, with the introduction of a flexibility mechanism for additional opportunities, and maintaining opportunities for non-freezer vessels.

The allocation of the new opportunities by Member State will be based on the actual fishing activity of their fleet in Mauritanian waters, the applications submitted by the Member States and the principle of relative stability compared with the previous Protocol.

– Annual financial contribution: EUR 86 000 000 (year 1), EUR 76 000 000 (year 2), EUR 73 000 000 (year 3) and EUR 70 000 000 (year 4)

– Shipowners' fees: The contributions payable by shipowners are paid directly to Mauritania and have no impact on the Community budget.

5.2 Value-added of Community involvement and coherence of the proposal with other financial instruments and possible synergy

Regarding this new Protocol, if the Community does not act, private agreements will spring up which would not guarantee sustainable fisheries.

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

The negotiation and conclusion of fishing agreements with third countries meets the general objective of maintaining and safeguarding the traditional fishing activities of the Community fleet, including the distant-water fleet, and developing relations in a spirit of partnership with a view to strengthening the sustainable exploitation of fishery resources outside Community waters, taking account of environmental, social and economic concerns.

The following indicators will be used in the context of the ABM for the purposes of monitoring implementation of the Agreement:

- monitoring the utilisation rate of the fishing opportunities;
- gathering and analysing data on catches and the commercial value of the Agreement;
- contribution to employment and value-added in the Community;
- contribution to stabilising the Community market;
- contribution to the general objectives of reducing poverty in Mauritania, including the contribution to employment, development of infrastructure and support for the state budget;
- number of technical meetings and meetings of the Joint Committee.

5.4 Method of implementation (indicative)

Show below the method(s)[11] chosen for the implementation of the action.

X Centralised Management

X Directly by the Commission

☐ Indirectly

☐ ***Shared or decentralised management***

☐ ***Joint management with international organisations (please specify)***

[11] If more than one method is indicated, please give details in the "Comments" section under this point.

6. MONITORING AND EVALUATION

6.1 Monitoring system

The Commission (DG FISH, in collaboration with the European Commission Delegation to Mauritania) will ensure regular monitoring of the implementation of this Agreement, particularly in terms of its use by operators and in terms of catch data.

6.2 Evaluation

A comprehensive evaluation was carried out on the Protocol currently in force, ending in September 2005, with the assistance of a consortium of independent consultants, with a view to the possible launch of negotiations on a new Protocol. A comprehensive analysis of the Protocol in force since 2006 was carried out directly by the Commission. Based on that analysis, particularly the level of use of the fishing opportunities and the catch levels, the Commission decided to renegotiate this Protocol.

6.2.1 Ex-ante evaluation

The key elements of the evaluation highlight the use of fishing opportunities, which was almost 100% for crustaceans but less than 80% for cephalopods, rather on the low side for demersal species and tuna vessels (with the exception of pole-and-line vessels and longliners) and much lower than expected for pelagic species (the main category), with a usage of around 40% in terms of licences and 60% in terms of catches. On the whole, the Agreement has been used by an average of 115 Community vessels per year, including about 83 in the demersal fishing categories.

- Added value of Community involvement:

The gross value-added generated by the fleets for the Community was estimated at an average of EUR 65 million. Taking into account the economic effects of fishing activities by vessels operating under the Agreement for the upstream and downstream sectors in the Community, the value-added generated for the Community each year can be estimated at a total of over EUR 150 million. Hence, on average, one euro invested by the public authorities helps generate almost EUR 2 in Community added value, largely to the benefit of the fishing-dependent regions from which the vessels come.

In terms of employment, the Agreement helps maintain a total of 2 500 to 2 800 seamen's jobs, including 800 to 950 for EU seamen. Taking into account the effects in the Community, the Agreement is estimated to support a total of between 3 500 and 4 000 jobs.

- Risks and alternative options:

There is some risk in setting up a fisheries protocol, for example: the amounts intended to finance the sectoral fisheries policy might not be allocated as agreed

(under-programming). To avoid these risks, extensive dialogue is planned on the programming and implementation of the sectoral policy.

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

The significant reduction in fishing opportunities in this new Protocol, in view of the fleet's actual activity, should considerably improve its economic value.

The financial contribution granted by the Community under this new Fisheries Partnership Agreement is a degressive annual financial allocation falling from EUR 86 000 000 in the first year of the Protocol to EUR 70 000 000 in the fourth year and averaging EUR 76 250 000 per year for its duration.

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

The structure and level of fishing opportunities under the Protocol have been overhauled in order to (i) correct the previous Protocol's lack of economic efficiency and bring the fishing opportunities granted more into line with actual use (notably by reducing the opportunities granted for pelagic species by almost 40%) and (ii) take account of the scientific recommendations on the state of stocks (notably by reducing the opportunities for cephalopod fishing by more than 25%).

6.2.4 Terms and frequency of future evaluation

Following on from the study finalised in September 2005 (cf. point 6.2) and in order to ensure sustainable fishing in the region, an evaluation of the economic, social and environmental impact will be carried out before each future renewal of the Agreement. The indicators listed in point 5.3 will be used to carry out an *ex-post* evaluation.

Meanwhile, an internal evaluation will be carried out, focusing in particular on the level of use, catch levels and the turnover generated by the Agreement.

7. ANTI-FRAUD MEASURES

The use to which the financial contribution paid by the Community under the Agreement is put is entirely at the discretion of the sovereign third country concerned.

Nevertheless, the Commission undertakes to try and establish permanent political dialogue and cooperation with a view to improving the management of the Protocol extension and strengthening the Community's contribution to the sustainable management of resources.

In any case, any payment which the Commission makes under a Fisheries Agreement is subject to its standard rules and budgetary and financial procedures. This makes it possible, in particular, to fully identify the bank accounts of the third countries into which the financial contribution is paid.

8. DETAILS OF RESOURCES

1.1. Objectives of the proposal in terms of their financial cost

Commitment appropriations in EUR million (to four decimal places)

		2008		2009		2010		2011		*TOTAL*	
	Type of output	*Number of outputs*	*Total cost for the Community*	*Number of outputs*	*Total cost for the Community*	*Number of outputs*	*Total cost for the Community*	*Number of outputs*	*Total cost for the Community*	*Number of outputs*	*Total cost*
OPERATIONAL OBJECTIVE No.1[12]: To obtain fishing opportunities in exchange for a financial contribution											
Action											
Outputs	*GT and maximum number of licences per licence period* *Support for implementing the National Fisheries Strategy*	28 897 GT (categories 1, 2, 3, 4, 5, 6 and 10) and 64 licences (categories 7, 8 and 9)	*86.0000* *(11.0000 of which is for sectoral support)*	28 897 GT (categories 1, 2, 3, 4, 5, 6 and 10) and 64 licences (categories 7, 8 and 9)	*76.0000* *(16.0000 of which is for sectoral support)*	28 897 GT (categories 1, 2, 3, 4, 5, 6 and 10) and 64 licences (categories 7, 8 and 9)	*73.0000* *(18.0000 of which is for sectoral support)*	28 897 GT (categories 1, 2, 3, 4, 5, 6 and 10) and 64 licences (categories 7, 8 and 9)	*70.0000* *(20.0000 of which is for sectoral support)*	115 588 GT (categories 1, 2, 3, 4, 5, 6 and 10) and 256 licences (categories 7, 8 and 9)	*305.0000*
TOTAL COST			**86.0000**		**76.0000**		**73.0000**		**70.0000**		**305.0000**

[12] As described in point 5.3.

8.2 Administrative expenditure

Human resources and administrative requirements will be covered from the allocation given to the managing DG under the annual allocations procedure.

8.2.1 Number and type of human resources

Type of post		Staff to be assigned to management of the action using existing and/or additional resources (**number of posts/FTE**)			
		Year n	Year n+1	Year n+2	Year n+3
Officials or temporary staff[13] (11 01 01)	A*/AD	1	1	1	1
	B*, C*/AST	2	2	2	2
Staff financed[14] by Art. 11 01 02					
Other staff financed[15] by Art. 11 01 04 04		1	1	1	1
TOTAL		**4**	**4**	**4**	**4**

8.2.2 Description of tasks deriving from the action

- Assisting the negotiator to prepare and conclude the negotiation of fisheries agreements:
  - taking part in negotiations with third countries to conclude fisheries agreements;
  - preparing draft evaluation reports and negotiation strategy notes for the Commissioner;
  - presenting and defending the Commission's position in the Council's 'External Fisheries' Working Party;
  - taking part in the search for a compromise with the Member States to be included in the final text of the Agreement.
- Monitoring the implementation of agreements:
  - daily monitoring of fisheries agreements;

13 Cost of which is NOT covered by the reference amount.
14 Cost of which is NOT covered by the reference amount.
15 Cost of which is included in the reference amount.

– preparing and checking the commitment and payment of the financial contribution and targeted measures or financing for the development of responsible fishing;

– regular reporting on the implementation of agreements;

– evaluating agreements: scientific and technical aspects;

– preparing the draft proposal for a Council Regulation and Decision and drafting the text of the agreement;

– launching and monitoring adoption procedures.

- Technical assistance:

  – preparing the Commission's position for the Joint Committee.

- Inter-institutional relations:

  – representing the Commission before the Council, the European Parliament and the Member States in the negotiation process;

  – writing the replies to oral and written questions from the European Parliament.

- Interdepartmental consultation and coordination:

  – liaising with the other Directorates-General on matters relating to the negotiation and monitoring of agreements;

  – organising and responding to interdepartmental consultations.

- Evaluation:

  – taking part in updating the impact assessment;

  – analysing the achieved objectives and evaluation indicators.

8.2.3 Sources of human resources (statutory)

(When more than one source is stated, please indicate the number of posts originating from each of the sources)

X Posts currently allocated to the management of the programme to be replaced or extended

☐ Posts pre-allocated within the APS/PDB exercise for year 2006

☐ Posts to be requested in the next APS/PDB procedure

☐ Posts to be redeployed using existing resources within the managing service (internal redeployment)

☐ Posts required for year n although not foreseen in the APS/PDB exercise of the year in question

8.2.4 Other administrative expenditure included in reference amount

(11 01 04/04 – Expenditure on administrative management)

EUR million (to four decimal places)

Budget line: 11010404 (number and heading)	Year n	Year n+1	Year n+2	Year n+3	TOTAL
1. Technical and administrative assistance (including related staff costs)					
Executive Agencies[16]					
Other technical and administrative assistance:					
- *intra muros*	0.1170	0.1170	0.1170	0.1170	0.4680
- *extra muros (1)°*					
Total technical and administrative assistance	**0.1170**	**0.1170**	**0.1170**	**0.1170**	**0.4680**

8.2.5 Financial cost of human resources and associated costs <u>not</u> included in the reference amount

EUR million (to four decimal places)

Type of human resources	Year n	Year n+1	Year n+2	Year n+3	TOTAL
Officials and temporary staff (11 01 01)	0.3510	0.3510	0.3510	0.3510	1.4040
Staff financed by Art. XX 01 02 (auxiliary, END, contract staff, etc.) (specify budget line)					
Total cost of human resources and associated costs (NOT included in the reference amount)	**0.3510**	**0.3510**	**0.3510**	**0.3510**	**1.4040**

Calculation – ***Officials and contract staff***

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

Reference should be made to Point 8.2.1, if applicable

1A*/AD = EUR 117 000*1 = EUR 117 000

1B*, C*/AST = EUR 117 000*2 = EUR 234 000

Subtotal: EUR 351 000 (EUR 0.351 million per year)

1 contract staff member = EUR 117 000*1 = EUR 117 000

Total: EUR 468 000 (EUR 0.468 million per year)

Calculation – *Staff financed under Article XX 01 02*

Reference should be made to Point 8.2.1, if applicable

8.2.6 Other administrative expenditure not included in reference amount

EUR million (to four decimal places)

	Year n	Year n+1	Year n+2	Year n+3	TOTAL
11 01 02 11 01 – Missions	0.0800	0.0800	0.0800	0.0800	0.3200
11 01 02 11 02 – Meetings and conferences	0.0300	0.0300	0.0300	0.0300	0.1200
XX 01 02 11 03 – Committees[17]					
XX 01 02 11 04 – Studies and consultations					
XX 01 02 11 05 – Information systems					
2. Total other management expenditure (XX 01 02 11)					
3. Other expenditure of an administrative nature (specify including reference to budget line)					
Total administrative expenditure, other than human resources and associated costs (NOT included in reference amount)	**0.1100**	**0.1100**	**0.1100**	**0.1100**	**0.4400**

[17] Specify the type of committee and the group to which it belongs.