Proposal for a Council Regulation (EEC) on the conclusion of the Agreement between the European Economic Community and the United Republic of Tanzania on fishing off Tanzania

COM(90) 244 final

(Submitted by the Commission on 15 June 1990)

(C/90 187/07)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 43 thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament,

Whereas the Community and the United Republic of Tanzania have negotiated and initialled an Agreement on fishing which provides fishing opportunities for Community fishermen in waters over which Tanzania has sovereignty or jurisdiction;

Whereas it is in the Community's interest to approve this Agreement,

HAS ADOPTED THIS REGULATION:

Article 1

The Agreement between the European Economic Community and the United Republic of Tanzania on fishing off Tanzania is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Regulation.

Article 2

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

Article 3

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

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

AGREEMENT

between the European Economic Community and the United Republic of Tanzania on fishing off Tanzania

THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter referred to as the 'Community', and

THE UNITED REPUBLIC OF TANZANIA,

hereinafter referred to as 'Tanzania',

CONSIDERING the spirit of cooperation resulting from the ACP-EEC Convention and the good cooperation relations which exist between the Community and Tanzania;

CONSIDERING the wish of Tanzania to promote the rational exploitation of its fishery resources by means of intensified cooperation;

RECALLING that the Community and Tanzania are signatories to the United Nations Convention on the Law of the Sea and that, in accordance with that Convention, Tanzania has established an exclusive economic zone extending 200 nautical miles from its shores within which it exercises its sovereign rights for the purpose of identifying, exploiting, conserving and managing the resources of the said zone, in accordance with the principles of international law;

DESIROUS to develop and intensify mutually advantageous cooperation in the field of fisheries;

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

DESIROUS of establishing the terms and conditions governing activities of common interest to both parties,

HAVE AGREED AS FOLLOWS:

Article 1

The purpose of this Agreement is to establish the principles and rules which will in future govern, in all respects, the fishing activities of vessels flying the flags of Member States of the Community, hereinafter referred to as 'Community vessels', in the waters over which Tanzania has sovereignty or jurisdiction in respect of fisheries, hereinafter referred to as 'Tanzania's fishing zone', in accordance with the provisions of the United Nations Convention on the Law of the Sea and other rules of international law.

Article 2

1. Tanzania shall permit fishing by Community vessels in Tanzania's fishing zone in accordance with this Agreement.

2. These fishing activities shall be subject to the laws of Tanzania.

Article 3

1. The Community undertakes to take all necessary steps to ensure that Community vessels observe the provisions of this Agreement and the laws relating to fishing in Tanzania's fishing zone consistent with the provisions of the United Nations Convention on the Law of the Sea and other rules of international law.

2. The Tanzanian authorities shall notify the Commission of the European Community of any change to the said laws.

Article 4

1. Fishing activities by Community vessels in Tanzania's fishing zone under the present Agreement shall be subject to possession of a valid fishing licence.

2. Licences will be issued by the Tanzanian authorities within the limits laid down in the Protocol.

3. The issue of a licence by the Tanzanian authorities at the Community's request shall be subject to payment of a lincence fee by the shipowner concerned.

4. The formalities for making applications for licences, their period of validity, the amount of the fee, the payment provisions and the permitted fishing zones shall all be as specified in the Annex.

5. A licence shall be issued for a given vessel and shall not be transferable.

Article 5

The Parties undertake to coordinate action, either directly or within international organizations, to ensure the management and conservation of the living resources in the Indian Ocean, particularly in respect of highly migratory species, and to facilitate the relevant scientific research.

Article 6

Vessels authorized to fish in Tanzania's fishing zone under this Agreement shall be obliged to communicate to the Tanzanian authorities statements of catch and other relevant information in accordance with the provisions of the Annex.

Article 7

In return for the fishing opportunities accorded under Article 2, the Community shall make payments to Tanzania in accordance with the provisions of the Protocol, without prejudice to the financing for which Tanzania is eligible under the ACP-EEC Convention.

Article 8

1. Without prejudice to the exercise by Tanzania of sovereignty or jurisdiction over Tanzania's fishing zone, the Parties agree to establish a Joint Committee to oversee the implementation, interpretation and proper functioning of this Agreement.

2. The Joint Committee shall meet at the request of either Party. The Parties shall consult at least 30 days in advance regarding the date and agenda for meetings of the Joint Committee.

3. In the event of a dispute concerning the interpretation or application of the Agreement, such dispute shall be the subject of consultation between the Parties.

Article 9

1. Should the Tanzanian authorities decide, as a result of developments in the state of stocks, to take conservation measures which affect the activities of Community vessels, consultations shall be held between the Parties in order to adapt the Annex and Protocol attached to this Agreement.

2. Such consultations will be based on the principle that any substantial reduction of the fishing rights provided for in the Protocol shall lead to an equivalent reduction of the financial compensation to be paid by the Community.

3. Any conservation measures taken by the Tanzanian authorities shall be based on objective and scientific criteria and shall apply equally to Community and other third country vessels without prejudice to special arrangements between developing States within the same geographical area, including reciprocal fishing arrangements.

Article 10

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

Article 11

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

Article 12

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

Article 13

1. The Agreement shall be concluded for an initial period of three years from the date of its entry into force. Unless one of the Parties terminates it by giving notice to that effect at least six months before the date of expiry of the three-year period, it shall remain in force for further periods of three years unless denounced by notice given at least three months before the date of expiry of each such three-year period.

2. In the event of a Contracting Party giving notice denouncing the Agreement, the Contracting Parties shall enter into negotiations. Before the end of the period of validity of the Protocol, the Contracting Parties shall enter into negotiations to determine by common agreement what amendments or additions to the Annex or Protocol are required. They may also enter into negotiations at any other time by common agreement.

Article 14

This Agreement, drawn up in duplicate in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages, each of these texts being equally authentic, shall enter into force on the date of its signature.

ANNEX

CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN TANZANIA'S FISHING ZONE:

1. Licence application and issuing formalities

(a) The Commission of the European Communities shall present to the Tanzanian Ministry responsible for Fisheries via the Delegation of the Commission of the European Communities in Tanzania an application, made by the shipowner, for each vessel that wishes to fish under this Agreement, at least 30 days before the date of commencement of the period of validity requested. Each application shall be accompanied by documentary proof of payment of the appropriate licence fee. The application shall be made in the forms provided for that purpose by Tanzania, a specimen of which is attached hereto in the Appendix.

(b) Every licence shall be issued to the shipowner for one designated vessel. At the request of the Commission of the European Communities, the licence for a vessel may and, in cases of *force majeure*, will be replaced by a licence for another Community vessel, having the same characteristics. In the latter case, no fee is due for the remaining period of validity.

(c) The licences shall be collected from the Tanzanian authorities by the Delegation of the Commission of the European Communities in Tanzania 15 working days after submission of the applications.

(d) The licence document must be held on board at all times.

(e) The Tanzanian authorities shall communicate before the date of entry into force of the Agreement, the arrangements for payment of the licence fees, and particular the details of the bank account and the currency to be used.

(f) The licence fee includes all national and local taxes with the exception of charges for services.

2. **Validity of licences and payment provisions**

(a) Licences shall be valid for a period of one year. They are renewable.

(b) The fees shall be set at ECU 20 per tonne caught within Tanzania's fishing zone. Licences shall be issued following advance payment to Tanzania of a lump sum of ECU 1 000 a year for each tuna seiner, equivalent to the fees for 50 tonnes of tuna caught within Tanzanias's fishing zone per year and a lump sum of ECU 200 a year for each surface longliner equivalent to the fees for 10 tonnes of tuna and other migratory species caught within Tanzania's fishing zone per year.

The final statement of the fees due for the fishing year in respect of each vessel shall be drawn up by the Commission of the European Communities on the basis of the catch statements made by the shipowners confirmed by the scientific institutes responsible for verification of the catch figures (Orstom and the Spanish Oceanographic Institute). Any additional payment due shall be paid by the shipowners within 30 days into an account specified by the Tanzanian authorities.

If the amount of the sum due for actual fishing operations does not equal the advance payment, the corresponding outstanding sum shall not be recoverable by the shipowner.

3. **Observers**

(a) At the decision of the Tanzanian authorities, vessels shall take on board an observer designated by these authorities in order to check catches made in Tanzania's fishing zone. Observers shall have all facilities necessary for the performance of these duties including access to places and documents. An observer must not be present for longer than the time required to fulfill his duties. They shall be provided with suitable food and accommodation while on board.

The salary and social contributions of the observer shall be borne by the Tanzanian authorities. Should a vessel with a Tanzanian observer on board leave Tanzania's fishing zone every step will be taken to ensure that the observer returns to Tanzania as soon as possible, at the shipowner's expense.

(b) Vessels may be requested by the Tanzanian authorities to take on board a biologist under the same conditions as those laid down above. Vessels shall not be required to take on board an observer and a biologist at the same time.

4. **Radio communications**

While they are engaged in fishing activities in Tanzania's fishing zone, vessels shall communicate their position and catches every three days. Vessels shall also communicate their position and the volume of the catches on board when entering and leaving Tanzania's fishing zone. The radio call sign, frequency and working hours of the radio station shall be annexed to the licence.

5. **Fishing zones**

Community vessels shall have access to all of Tanzania's fishing zone.

6. **Prohibition of firearms**

Firearms, including those for self-defence purposes, shall be forbidden on all vessels authorized to fish in Tanzania's fishing zone.

7. **Property of rare species**

All marine species, whose preservation is justified due to their rarity or for biological research needs, and which are caught by a Community vessel fishing in Tanzania's fishing zone shall be the property of the Tanzanian authorities and shall be delivered, as soon as possible and in the best possible condition, to a Tanzanian port free of charge.

8. **Infringements**

(a) Infringements shall be penalized in accordance with Tanzanian law.

(b) The Delegation of the Commission of the European Communities in Tanzania shall be notified within 48 hours of any alleged infringement by a vessel holding a valid licence granted under this Agreement together with a brief report of the circumstances.

9. **Inspection**

Vessels shall also allow on board, and assist in the accomplishment of their duties, any other Tanzanian official responsible for inspection and monitoring.

Appendix

APPLICATION FOR A LICENCE TO FISH FOR TUNA IN TANZANIA'S FISHING ZONE

PART A

Name of owner: .....

Address of owner: .....

.....

Business address of owner: .....

.....

PART B

To be completed for each vessel

1. Period of validity: .....
2. Name of vessel: .....
3. Year of construction: .....
4. Original flag country: .....
5. Currently flying the flag of: .....
6. Year of acquisition: .....
7. Port and registration number: .....
8. Fishing method: .....
9. Gross registered tonnage (GRT): .....
10. Radio call signal: .....
11. Overall length (m): .....
12. Bow (m): .....
13. Depth (m): .....
14. Construction material of the hull: .....
15. Engine power (BHP): .....
16. Speed (knots): .....
17. Cabin capacity: .....
18. Fuel tanks capacity (m^3): .....
19. Freezing capacity (tonnes/24 hours) and freezing system used: .....
20. Colour of the hull: .....
21. Colour of the superstructure: .....

22. Communication equipment on board: .....

Type	Brand	Model	Power (watts)	Year of construction	Frequencies	
					Reception	Transmission

23. Navigation and detection equipment installed.

Type	Brand	Model

Initial applications must be accompanied by two side view colour photographs of the vessel.
I certify that the above particulars are correct.

Date: ..... Signature: .....

PROTOCOL

setting out the fishing opportunities and financial payments provided for pursuant to the Agreement between the European Economic Community and the United Republic of Tanzania on fishing off Tanzania

Article 1

1. Pursuant to Article 2 of the Agreement, and for a period of three years from the date of its entry into force, the following fishing possibilities shall be accorded:

for ocean-going tuna seiners: licences for 46 vessels

for surface longliners fishing for tuna and other migratory species: licences for eight vessels.

2. In addition, consideration will be given, at the first or at a subsequent meeting of the Joint Committee referred to in Article 8 of the Agreement, to granting authorization for fishing possibilities for demersal and crustacean species on terms to be established by that Committee including the corresponding Community financial compensation.

Article 2

1. The financial compensation referred to in Article 7 of the Agreement should be set at ECU 1 050 000 for the duration of this Protocol, to be paid in three equal annual instalments.

2. This amount shall cover the fishing activities referred to in Article 1 up to a catch weight in Tanzania's fishing zone of 7 000 tonnes of tuna and other migratory species fished per year. If the annual amount caught by Community vessels in Tanzania's fishing zone exceeds this quantity, the above mentioned compensations shall be increased by ECU 50 for each additional tonne caught.

3. The use to which this compensation is put shall be the sole competence of Tanzania.

4. The financial compensation shall be paid into an account opened at a financial institution or other body designated by Tanzania.

Article 3

1. The Community shall also pay, during the period referred to in Article 1, a contribution of ECU 430 000 towards the financing of scientific and technical programmes (including equipment, infrastructure, etc.) in order to improve knowledge of fish stocks in Tanzania's fishing zone and the purchase and/or maintenance of equipment to improve the administrative structure relating to fisheries in Tanzania. Of this amount, up to ECU 130 000 may be used, at the request of the Tanzanian authorities, to cover Tanzania's contribution to international organizations responsible for fisheries management and/or research in the Indian Ocean.

2. The competent Tanzanian authorities shall send to the Commission a brief report on the utilization of the funds.

3. The Community's contribution to the scientific and technical programmes shall be paid on each occasion into an account specified by the Tanzanian authorities.

Article 4

The two Parties hereby agree that an essential condition for the success of their cooperation is that the skills and know-how of persons engaged in fishing be improved. To this end, the Community will assist Tanzanian nationals in finding places in establishments in its Member States or States with which it has concluded Cooperation Agreements and will make available an amount of ECU 200 000 for study or practical training awards with a maximum duration of five years in the various scientific, technical and economic subjects relating to fisheries. Of this amount, up to ECU 50 000 may be used, at the request of the Tanzanian authorities, to cover the cost of attending international meetings relating to fisheries.

Article 5

Should the Community fail to make the payments referred to in Articles 2 and 3, the Agreement on fishing may be suspended.