

AGREEMENT IN THE FORM OF AN EXCHANGE OF LETTERS

concerning the provisional application of the Protocol defining for the period 1 January 2004 to 31 December 2008 the fishing opportunities and the financial contribution provided for in the Agreement between the European Economic Community and the Republic of Guinea on fishing off the Guinean coast

A. Letter from the Republic of Guinea

Sir,

With reference to the Protocol initialled on 27 June 2003 in Brussels setting out fishing opportunities and the financial contribution for the period 1 January 2004 to 31 December 2008, I have the honour to inform you that the Government of the Republic of Guinea is prepared to apply this Protocol on a provisional basis with effect from 1 January 2004, pending its entry into force in accordance with Article 9 of the said Protocol, provided the European Community is prepared to do likewise.

It is understood that, this being the case, the first instalment of the financial compensation specified in Article 2 of the Protocol will be paid by 30 September 2004.

I should be obliged if you would confirm the European Community's agreement to such provisional application.

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

For the Government of the Republic of Guinea

B. Letter from the European Community

Sir,

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

'With reference to the Protocol initialled on 27 June 2003 in Brussels setting out fishing opportunities and the financial contribution for the period 1 January 2004 to 31 December 2008, I have the honour to inform you that the Government of the Republic of Guinea is prepared to apply this Protocol on a provisional basis with effect from 1 January 2004, pending its entry into force in accordance with Article 9 of the said Protocol, provided the European Community is prepared to do likewise.

It is understood that, this being the case, the first instalment of the financial compensation specified in Article 2 of the Protocol will be paid by 30 September 2004.

I should be obliged if you would confirm the European Community's agreement to such provisional application.'

I have the honour to confirm the European Community's agreement to such provisional application.

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

On behalf of the Council of the European Union

PROTOCOL

defining for the period 1 January 2004 to 31 December 2008 the fishing opportunities and financial contribution provided for in the Agreement between the European Economic Community and the Republic of Guinea on fishing off the coast of Guinea

Article 1

For a period of five years from 1 January 2004, the fishing opportunities granted under Article 2 of the Agreement shall be as follows:

1. finfish and cephalopod trawlers:

- 2 500 gross registered tonnes (GRT) per month, averaged over the year, in 2004,
- 3 000 gross registered tonnes (GRT) per month, averaged over the year, in 2005,
- 3 500 gross registered tonnes (GRT) per month, averaged over the year, in 2006,
- 3 500 gross registered tonnes (GRT) per month, averaged over the year, in 2007,
- 3 500 gross registered tonnes (GRT) per month, averaged over the year, in 2008.

Additional fishing opportunities, applicable from 2005 to finfish and cephalopod trawlers, are subject to the following conditions:

- availability of scientific evidence of the sound state of stocks,
- equivalent reduction in the quota of licences issued outside the scope of agreements,
- satisfactory rate of use of fishing opportunities;

2. shrimp trawlers: 1 500 gross registered tonnes (GRT) per month, averaged over the year;

3. freezer tuna seiners: 34 vessels;

4. pole-and-line tuna vessels: 14 vessels;

5. surface longliners: 9 vessels.

The Joint Committee provided for in Article 10 of the Agreement shall analyse the situation and, where appropriate and where the state of resources allows, shall decide to grant additional fishing opportunities, introduce new categories of fish and lay down the technical and financial conditions under which they may be fished by Community vessels.

Article 2

1. The financial contribution referred to in Article 8 of the Agreement, in respect of the fishing opportunities provided for in Article 1, shall be as follows:

for 2004, EUR 3 400 000 (comprising EUR 2 000 000 in financial compensation and EUR 1 400 000 for the measures referred to in Article 3 of this Protocol);

for 2005, EUR 3 825 000 (comprising EUR 2 200 000 in financial compensation and EUR 1 625 000 for the measures referred to in Article 3 of this Protocol);

for 2006, EUR 4 250 000 (comprising EUR 2 300 000 in financial compensation and EUR 1 950 000 for the measures referred to in Article 3 of this Protocol);

for 2007, EUR 4 250 000 (comprising EUR 2 300 000 in financial compensation and EUR 1 950 000 for the measures referred to in Article 3 of this Protocol);

for 2008, EUR 4 250 000 (comprising EUR 2 300 000 in financial compensation and EUR 1 950 000 for the measures referred to in Article 3 of this Protocol).

The financial compensation shall be payable no later than 30 September of the first year (2004) and 1 February of each subsequent year (2005, 2006, 2007 and 2008).

If the increases in fishing opportunities provided for in Article 1(1) are not granted, the financial contribution which the Community is to grant to the Republic of Guinea shall be adjusted in proportion to the amount established above.

2. The Government of the Republic of Guinea shall have full discretion regarding the use to which the financial compensation is put.

3. The compensation shall be paid into an account specified by the Government of the Republic of Guinea and opened on behalf of the Public Treasury.

Article 3

The two parties shall agree on the objectives to be achieved regarding the sustainable management of Guinean fish stocks. A portion of the overall financial compensation provided for in Article 2(1) shall be earmarked for financing the measures aimed at achieving these objectives, as laid down in the Government's sectoral programme and in accordance with the following breakdown:

| | (in EUR) | | | | |
|---|----------|---------|---------|---------|---------|
| | 2004 | 2005 | 2006 | 2007 | 2008 |
| Improve knowledge of fishery and biological resources in the Republic of Guinea's fishing zone | 250 000 | 350 000 | 419 835 | 419 835 | 419 835 |
| Support for fisheries surveillance and management of the fishing effort | 400 000 | 425 000 | 557 115 | 557 115 | 557 115 |
| Organisation of non-industrial fishing | 175 000 | 223 000 | 277 680 | 277 680 | 277 680 |
| Institutional reinforcement of the structures of the Fisheries Ministry | 250 000 | 250 000 | 277 680 | 277 680 | 277 680 |
| Promotion of training in the different scientific, technical and economic disciplines associated with fisheries | 150 000 | 152 000 | 167 115 | 167 115 | 167 115 |
| Contribution to and participation by the Republic of Guinea in international fisheries organisations | 175 000 | 225 000 | 250 575 | 250 575 | 250 575 |

The two parties undertake to establish the indicators to be adopted for the purpose of assessing to what extent the above objectives have been met.

The measures and the annual amounts allocated thereto shall be decided on by the Fisheries Ministry, which shall inform the European Commission thereof.

These annual amounts shall be made available to the bodies concerned not later than 30 September 2004 in the first year and 2 May in subsequent years and shall be paid into the bank accounts specified by the Fisheries Ministry according to the schedule for their use. The Fisheries Ministry shall provide the bank account numbers to be used for such payments.

No later than three months after the anniversary date of the entry into force of this Protocol, the Fisheries Ministry shall forward to the European Commission Delegation a comprehensive report for the first year and a detailed report for subsequent years on the extent to which the above objectives have been achieved on the basis of the indicators adopted. The European Commission reserves the right to ask the Fisheries Ministry for any additional information on the results and to reconsider the payments concerned should the measures not be implemented.

Article 4

The Republic of Guinea undertakes to develop its fisheries surveillance policy. To this end, the European Community shall make a financial contribution towards the reinforcement of fisheries surveillance activities in the Republic of Guinea by allocating EUR 500 000 in 2004 and EUR 300 000 in 2005 for the purchase of at least two surveillance vessels. The Government of the Republic of Guinea shall purchase these vessels in accordance with the procedure in force in the Guinean administration, and shall consult the European Commission throughout the selection process and prior to purchasing the equipment.

Article 5

Should the Community fail to make the payments provided for in Articles 2 and 3, the application of this Protocol may be suspended.

Article 6

If serious circumstances, with the exception of natural phenomena, prevent the exercise of fishing activities in the exclusive economic zone of the Republic of Guinea, payment of the financial contribution in respect of the period during which fishing is prevented may be suspended by the European Community following consultations between the two parties.

Payment of the financial contribution shall be resumed as soon as normality is restored and after consultations between the two parties confirm that the situation is likely to permit a return to fishing activities.

Article 7

The two parties undertake to promote the setting-up of joint ventures between Community operators and Guinean operators for the purpose of jointly exploiting fisheries resources in the exclusive economic zone of the Republic of Guinea.

Community vessel-owners who are partners in such joint ventures shall be given priority when fishing licences are issued and shall benefit from a reduction in fees by way of an incentive. The Government of the Republic of Guinea undertakes to grant facilities as provided for in the investment code.

In addition, those vessel-owners must land in Guinea all fish caught which is not destined for the Community market.

Article 8

The Annex to the Agreement between the European Community and the Government of the Republic of Guinea on fishing off the coast of Guinea is hereby replaced by the Annex to this Protocol.

Article 9

This Protocol shall enter into force on the date of its signing.

It shall apply from 1 January 2004.

ANNEX

CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN THE REPUBLIC OF GUINEA'S FISHING ZONE**1. Licence application and issuing formalities**

The relevant Community authorities shall present to the Fisheries Ministry, via the European Commission Delegation in the Republic of Guinea, an application for each vessel wishing to fish under the Agreement at least 30 days before the date of commencement of the period of validity requested.

Applications shall be made on the forms provided for that purpose by the Fisheries Ministry, a specimen of which is attached hereto (Appendix 1).

Each licence application shall be accompanied by proof of payment of the fee for the period of validity of the licence and by a copy of the tonnage certificate. Payment shall be made into the account opened with the Public Treasury of the Republic of Guinea.

Each vessel must be represented by an agent of Guinean nationality established in the Republic of Guinea. The name and address of the agent must be mentioned on the licence application.

The fees shall include all national and local charges except for port taxes and service costs.

After proof of payment of the fee is received, the licence shall be signed. It shall be issued by the Fisheries Ministry to the vessel-owners or their representatives via the European Commission Delegation in the Republic of Guinea within 30 days of receipt of the proof of payment referred to above. If the licence is signed at a time when the European Commission Delegation offices are closed, it shall be sent direct to the vessel's agent and a copy shall be sent to the Delegation.

The following annual periods serve to determine the term of validity of licences:

- first period: January 2004 to 31 December 2004,
- second period: 1 January 2005 to 31 December 2005,
- third period: 1 January 2006 to 31 December 2006,
- fourth period: 1 January 2007 to 31 December 2007,
- fifth period: 1 January 2008 to 31 December 2008.

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

Pursuant to Article 4(1) of the Agreement, vessels flying the flag of a Member State of the European Community may carry on fishing activities in Guinea's fishing zone only if they are in possession of a fishing licence issued under this Protocol in accordance with the arrangements described above.

Licences shall be issued for a specific vessel and shall not be transferable. However, where *force majeure* is proven and at the request of the Community, a vessel's licence shall be replaced by a new licence for another vessel whose features are similar to those of the first vessel. The owner of the first vessel shall return the cancelled licence to the Fisheries Ministry via the European Commission Delegation in the Republic of Guinea.

The new licence shall indicate:

- the date of issue,
- the validity of the new licence, covering the period from the date of arrival of the replacement vessel to the date of expiry of the licence of the vessel replaced.

In this case, no fee as laid down in the second paragraph of Article 5 of the Agreement shall be due for unexpired periods of validity. The replacement vessel shall undergo a technical inspection in the port of Conakry as provided for in paragraph 1 of point 1.1 if it has not already done so.

The licence must be kept on board at all times.

1.1. Provisions applicable to trawlers

1. Each vessel shall be obliged to report to the port of Conakry once a year, prior to the issue of the licence, to undergo the inspection laid down by the rules and regulations currently in force. Inspections shall be carried out exclusively by duly authorised persons and must be effected within 24 working hours of arrival of the vessel in port if arrival has been announced at least 48 hours in advance. Where the licence is renewed during the same calendar year, the vessel shall be exempt from further inspection.

The costs of technical inspections shall be borne by the vessel-owners and may not exceed EUR 250 per vessel per year.

2. (a) Licences shall be issued for periods of three, six or 12 months. They shall be renewable. Utilisation of the fishing opportunities granted under Article 1 of the Protocol shall take account of the duration of the validity of licences.

Quarterly licences shall run from 1 January, 1 April, 1 July and 1 October.

Half-yearly licences shall run from 1 January and 1 July.

Annual licences shall run from 1 January.

- (b) The fees to be paid by vessel-owners, expressed in EUR/GRT, shall be as follows:

- for annual licences:
 - finfish vessels: EUR 197/GRT
 - cephalopod vessels: EUR 219/GRT
 - shrimp vessels: EUR 279/GRT,
- for half-yearly licences:
 - finfish vessels: EUR 102/GRT
 - cephalopod vessels: EUR 113/GRT
 - shrimp vessels: EUR 144/GRT,
- for quarterly licences:
 - finfish vessels: EUR 52/GRT
 - cephalopod vessels: EUR 58/GRT
 - shrimp vessels: EUR 73/GRT.

These fees shall be increased by 2,5 % as from 2006.

1.2. Provisions applicable to tuna vessels and surface longliners

Licences must be kept on board at all times; however, fishing shall be authorised on receipt of the advance payment notification sent by the European Commission to the Fisheries Ministry of the Republic of Guinea. Vessels shall be entered on a list of vessels authorised to fish, which shall be sent to the Guinean authorities responsible for fisheries inspection. A copy of the said licence may be obtained by fax pending the arrival of the licence itself; that copy shall be kept on board.

The annual fees shall be EUR 25 per tonne caught within the Republic of Guinea's fishing zone.

Licences shall be issued following payment to the Public Treasury of an annual advance of EUR 2 500 per tuna seiner, EUR 400 per pole-and-line tuna vessel and EUR 1 000 per surface longliner, equivalent to the fees for:

- 100 tonnes of tuna caught per year in the case of seiners,
- 16 tonnes caught per year in the case of pole-and-line tuna vessels,
- 40 tonnes caught per year in the case of surface longliners.

The final statement of the fees due for the fishing period shall be drawn up jointly by the European Commission and the Guinean Ministry of Fisheries at the end of each calendar year, taking account of the advances and fees indicated above. This statement shall be drawn up using the catch statement based on the catch declarations made by each vessel-owner. The catch statement must be confirmed by a scientific institute responsible for checking catch data, such as the Institut de recherche pour le développement (IRD), the Instituto Español de Oceanografía (IEO), the Instituto Português de Investigação Marítima (IPIMAR) and the Centre national des sciences halieutiques de Boussoura (CNSHB — dg@cnsbh.org.gn). This statement shall be forwarded to the Fisheries Ministry and the vessel-owners at the same time. Any additional payment due shall be made by the vessel-owners no later than 30 days after notification of the final statement, to be paid into the account opened with the Public Treasury of the Republic of Guinea.

However, where the amount of the final statement is lower than the abovementioned amount, the resulting balance may not be reimbursed to the vessel-owner.

2. *Catch declaration*

All Community vessels authorised to fish in the Republic of Guinea's waters under the Agreement shall send a catch declaration to the Fisheries Ministry and a copy thereof to the European Commission Delegation in the Republic of Guinea, in accordance with the procedures set out below:

- for trawlers, catches shall be declared on the basis of the form attached hereto (Appendix 2). These declarations shall be drawn up each month and presented at least once each quarter,
- for tuna seiners, pole-and-line tuna vessels and surface longliners, a fishing log shall be kept, in accordance with Appendix 3, for each fishing period spent in the Republic of Guinea's fishing zone. This form must be sent to the Fisheries Ministry via the European Commission Delegation in the Republic of Guinea no later than 45 days after the end of the fishing trip.

Declaration forms must be completed legibly and be signed by the skipper of the vessel. They must be completed by all vessels which have obtained a licence, even if they have not fished.

Should this provision not be adhered to, the Fisheries Ministry reserves the right to suspend the licence of the offending vessel and, in the event of a recurrence, to refuse to issue new licences to this vessel until the formality has been complied with. In this case, the European Commission Delegation in the Republic of Guinea shall be informed.

Where applicable, the Joint Committee provided for in Article 10 of the Agreement shall consider the case for fitting Community fishing vessels with equipment for the electronic transmission of information on fishing operations.

3. *Landing of catches*

In order to contribute towards supplying the Guinean population with fish, trawlers authorised to fish in the Republic of Guinea's fishing zone shall be obliged to land 200 kilograms of fish per GRT per year free of charge.

Landings may be made individually or collectively, mention being made of the vessels concerned.

4. *By-catches*

- 4.1. Finfish vessels may not have on board crustaceans representing more than 9 % or cephalopods representing more than 9 % of their total catches in the Republic of Guinea's fishing zone.

Cephalopod vessels may not have on board crustaceans representing more than 9 % or finfish representing more than 35 % of their total catches in the Republic of Guinea's fishing zone.

Shrimp vessels may not have on board finfish representing more than 15 % or cephalopods representing more than 10 % of their total catch in the Republic of Guinea's fishing zone.

- 4.2. However, these restrictions may be temporarily exceeded up to the levels indicated at points 5(a), 5(b) and 5(c), on condition that any such overruns are reported to the authorities designated by the Fisheries Ministry, which may arrange for the excess catches to be collected at sea, or issue instructions for these catches to be kept temporarily with a view to being collected later or for them to be discarded. In the first case, the Ministry shall set a reasonable maximum time limit for the collection of the catches, in accordance with the arrangements provided for in Appendix 4. The excess by-catches may not be kept on board beyond this deadline.
- 4.3. Any overrun of the restrictions indicated in point 4.1 shall be reported immediately to the authorities mentioned at point 4.2. Where these authorities decide to issue instructions for the excess by-catches to be held temporarily with a view to being collected at a later date, a second notification shall be sent when the levels indicated at points 5(a), 5(b) and 5(c) are reached. These levels shall not be exceeded under any circumstances and any additional catches shall be immediately discarded. Following this second notification, the authorities mentioned at point 4.2 may either arrange for the excess catches to be collected at sea or issue instructions that they be discarded. However, the skipper may choose to land these catches at the port free of charge.

- 4.4. The notifications mentioned at points 4.2 and 4.3 shall be made on the skipper's responsibility, taking account of the information gathered by the on-board observer appointed by the Fisheries Ministry. The absence of an on-board observer shall not exempt the skipper from the obligation to carry out such notifications.
- 4.5. Catches collected at sea or landed in accordance with points 4.2 and 4.3 shall be handed over free of charge in order to contribute towards supplying the local population. These catches shall be taken into account for the purpose of fulfilling the condition, laid down at point 3, that 200 kilograms of fish per GRT be landed free of charge each year.

5. *Discards*

The discarding of marketable species of finfish, crustaceans and cephalopods is prohibited, except with the explicit authorisation of the Guinean fisheries authorities and where by-catches of these species reach the following levels:

- (a) for finfish vessels, crustaceans and cephalopods each representing more than 13,5 % of total catches in the Republic of Guinea's fishing zone;
- (b) for cephalopod vessels, crustaceans representing 13,5 % and finfish representing 52,5 % of total catches in the Republic of Guinea's fishing zone;
- (c) for shrimp vessels, finfish representing 22,5 % and cephalopods representing 15 % of total catches in the Republic of Guinea's fishing zone.

6. *Signing-on of seamen*

Owners who have been issued fishing licences under the Agreement shall contribute to the on-the-job vocational training of Republic of Guinea nationals, subject to the conditions and limits set out below.

6.1. Each trawler-owner shall undertake to employ:

- two Guinean seamen on vessels of up to 200 GRT,
- three Guinean seamen on vessels between 200 GRT and 350 GRT,
- four Guinean seamen on vessels of more than 350 GRT.

6.2. For the fleet of tuna seiners, six Guinean seamen shall be signed on permanently.

6.3. For the fleet of pole-and-line tuna vessels, five Guinean seamen shall be signed on for the duration of the vessels' actual presence in Guinean waters, with no more than one seaman being assigned to each vessel.

6.4. For surface longliners, the vessel-owners shall undertake to employ two Guinean seamen per vessel for the duration of the vessels' actual presence in Guinean waters.

6.5. The wages of these Guinean seamen shall be fixed, before licences are issued, by mutual agreement between the vessel-owners or their representatives and the Fisheries Ministry; the wages shall be borne by the vessel-owners and must include the social contributions to which the seaman is subject (including life assurance and accident and sickness insurance).

Should the seamen not be signed on, owners of tuna seiners, pole-and-line tuna vessels and surface longliners shall be obliged to pay the Fisheries Ministry a lump sum equivalent to the wages of seamen not signed on in accordance with points 6.2, 6.3 and 6.4.

This sum shall be used for the training of seamen/fishermen in the Republic of Guinea and shall be paid into an account specified by the Fisheries Ministry.

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

- 6.7. Local seamen's employment contracts, a copy of which shall be given to the signatories, shall be drawn up between the vessel-owners' representative(s) and the seamen and/or their trade unions or their representatives in consultation with the responsible local authorities. These contracts shall guarantee the seamen the social security cover applicable to them, including life assurance and sickness and accident insurance. The wages conditions granted to local seamen/fishermen shall not be lower than those applied to crews from the State signing the fisheries agreement and shall under no circumstances be below ILO standards.
- 6.8. Where the employer is a local company, the employment contract shall specify the name of the vessel-owner and the flag State.
- 6.9. Furthermore, vessel-owners shall guarantee local seamen who are recruited living and working conditions similar to those enjoyed by the Community seamen.

7. *Observers*

- 7.1. Each trawler shall take on board an observer appointed by the Fisheries Ministry.

Observers shall not normally remain on board for more than two consecutive trips.

- 7.2. Tuna seiners and surface longliners shall take an observer on board at the request of the Guinean authorities. The time spent on board by observers shall be fixed by the Guinean authorities but, as a general rule, it should not exceed the time required to carry out their duties.
- 7.3. Observers shall be treated as officers. They shall:
- observe the fishing activities of the vessels,
 - verify the position of vessels engaged in fishing operations,
 - perform biological sampling in the context of scientific programmes,
 - note the fishing gear used,
 - verify the catch data for Guinea's zone recorded in the logbook,
 - verify the percentages of by-catches and estimate the quantity of discards of species of marketable finfish, crustaceans and cephalopods,
 - report fishing data once a week by radio, including the quantity of catches and by-catches on board.

While on board, observers shall:

- take all appropriate steps to ensure that the conditions under which they are taken on board and their presence on board do not interrupt or hamper fishing activities,
- respect the material and equipment on board and the confidentiality of all documents belonging to the said vessel,
- draw up an activity report to be transmitted to the competent Guinean authorities and send a copy to the European Commission Delegation.

The conditions under which observers are taken on board shall be agreed between vessel-owners or their agents and the Guinean authorities. Their wages and social insurance contributions shall be paid by the Fisheries Ministry. Vessel-owners, through their agents, shall pay the Centre national de surveillance et de protection des pêches EUR 15 for each day spent by an observer on board a trawler and EUR 10 for each day spent on board a tuna seiner or surface longliner. Vessel-owners who are unable to take observers on board and put them off at a Guinean port agreed by common accord with the Guinean authorities shall bear the cost of taking the observers aboard and putting them ashore.

If the observer is not present at the time and place agreed and during the 12 hours following the time agreed, vessel-owners shall be automatically absolved of their obligation to take the observer on board.

8. *Inspection and monitoring*

Any Community vessel fishing in the Republic of Guinea's fishing zone shall allow on board any official of the Republic of Guinea responsible for inspection and monitoring and shall assist him in the accomplishment of his duties. This official must not remain on board any longer than is necessary for the verification of catches by random checks and for any other inspection relating to fishing activities.

9. *Fishing zones*

9.1. All the vessels referred to in Article 1 of the Protocol shall be authorised to fish in waters beyond 10 nautical miles, including pole-and-line tuna vessels for the purpose of acquiring live bait.

9.2. The Republic of Guinea undertakes to incorporate in its fisheries plan for the year 2004 and subsequent years during the validity period of this Protocol a provision reserving for the Guinean non-industrial fleet the fishing zone between the coast and the 20 metres isobath and, where this isobath is reached less than 12 miles from the coast, the zone between the coast and 12 nautical miles from the coast.

In order to avoid discrimination against the Community, this provision shall be applicable to the Community fleet only where it is applied to all industrial fleets without exception.

The Republic of Guinea shall notify the Commission of the date of application of this measure a month in advance. Until such date, the fishing zone of the Community fleet shall be that defined at point 9.1.

10. *Minimum meshes authorised*

The minimum mesh size authorised for the trawl body (mesh fully extended) shall be:

- 40 mm for shrimps,
- 70 mm for cephalopods,
- 70 mm for finfish,
- 16 mm for fishing for live bait with purse seines.

These mesh sizes also apply to trawls used for fishing with outriggers.

11. *Entering and leaving the zone*

All Community vessels intending to enter or leave the Republic of Guinea's fishing zone shall notify the radio station of the Centre national de surveillance des pêches (CNSP) thereof at least eight hours in advance. They shall communicate the date and time and their position each time they enter and leave the Republic of Guinea's fishing zone.

The call sign and operating frequencies shall be communicated to vessel-owners by the CNSP at the time the licence is issued.

In cases where this radio communication cannot be used, vessels may use alternative means, such as fax (CNSP: 224-41 36 60 or the Fisheries Ministry: 224-41 43 10) or e-mail (cns94_gn@yahoo.fr).

12. *Boarding of vessels*

12.1. The European Commission Delegation in the Republic of Guinea shall be notified within 48 hours of any boarding within the Republic of Guinea's fishing zone of a fishing vessel flying the flag of a Member State of the Community and operating under this Agreement or an Agreement concluded between the Community and a third country and shall at the same time receive a brief report of the circumstances and reasons leading to the boarding.

12.2. In the case of vessels authorised to fish in Guinean waters, before any measures regarding the skipper or the crew of the vessel or any action regarding the cargo and equipment of the vessel are considered, other than those to safeguard evidence relating to the presumed infringement, a consultation meeting shall be held, within 48 hours of receipt of the abovementioned information, between the European Commission Delegation, the Fisheries Ministry and the inspection authorities, possibly attended by a representative of the Member State concerned.

At the meeting, the parties shall exchange any relevant documentation or information, in particular automatically registered data showing the vessel's positions during the trip up to the time of boarding, helping to clarify the circumstances of the established facts.

Vessel-owners or their representatives shall be informed of the outcome of the meeting and of any measures resulting from the boarding.

- 12.3. Before initiating legal proceedings, an attempt shall be made to resolve the presumed infringement through a compromise procedure. This procedure shall end no later than three working days after the boarding.
 - 12.4. Should the case not be settled by means of compromise, and therefore be brought before a competent judicial body, a bank security payable by the vessel-owner shall be fixed by the relevant authority within 48 hours following the conclusion of the compromise procedure, pending the legal decision. The amount of the security must not exceed the amount of the fine laid down under national legislation for the presumed infringement in question. The bank security shall be returned to the vessel-owner by the relevant authority once the case is settled without incrimination of the skipper of the vessel concerned.
 - 12.5. The vessel and its crew shall be released either:
 - at the end of the consultation meeting, if the established facts permit, or
 - once the obligations arising under the compromise have been fulfilled, or
 - once a bank security is deposited by the vessel-owner (legal proceedings).
-

APPENDIX 1

APPLICATION FORM FOR A FISHING LICENCE

| For official use only | Remarks |
|------------------------|---------|
| Nationality: | |
| Licence No: | |
| Date of signing: | |
| Date of issue: | |

APPLICANT

Name of firm:

Trade register No:

First name and surname of applicant:

Date and place of birth:

Occupation:

Address:

.....

Number of employees:

Name and address of agent:

.....

.....

VESSEL

Type of vessel: Registration No:

New name: Former name:

Date and place of construction:

Original nationality:

Length: Beam: Depth:

Gross tonnage: Net tonnage:

Type of building materials:

Make of main engine: Type: HP rating:

Propeller: Fixed ☐ Variable ☐ Ducted ☐

Speed:

Call sign: Frequency:

List of sounding, navigation and transmission instruments:

Radar ☐

Sonar ☐

Net sounder ☐

VHF ☐

BLU ☐

Satellite navigation ☐

Other:

Number of seamen:

PRESERVATION

Ice ☐

Ice + refrigeration ☐

Freezing: in brine ☐

dry ☐

in refrigerated sea water ☐

Total refrigerating power:

Freezing capacity in tonnes/24 hours:

Hold capacity:

TYPE OF FISHING

A. Demersal

Inshore demersal ☐

Deep-sea demersal ☐

Type of trawl:

cephalopod ☐

shrimp ☐

finfish ☐

Length of trawl: Length of headline:

Mesh size in the body:

Mesh size in the wings:

Trawling speed:

B. Deep-sea pelagic (tuna)

Pole and line ☐

No of poles and lines ☐

Seine net ☐

Length of net: Depth of net:

Number of tanks: Capacity in tonnes:

C. Longlines and pots

surface ☐

bottom ☐

Length of lines: Number of hooks:

Number of lines:

Number of pots:

SHORE INSTALLATIONS

Address and permit No:

.....

Name of firm:

Activities:

Domestic wholesale fish trade ☐export ☐

Type and number of wholesale trader's card:

Description of processing and preservation plant:

.....

.....

.....

.....

.....

Number of employees:

NB: Indicate affirmative answers by ticking the appropriate box.

Technical remarks

Authorisation of the Fisheries Ministry

APPENDIX 4

ARRANGEMENTS FOR THE COLLECTION OF CATCHES

1. The Guinean authorities shall make available a vessel (hereinafter referred to as the collection vessel) for collecting the catches of fishing vessels operating in Guinea's EEZ which are to be landed in Guinea.
 2. The collection vessel shall collect the excess by-catches, and the catches not intended for the Community market, of fishing vessels flying the flag of an EC Member State, in accordance with point 4 of the Annex.
 3. The collection vessels shall be equipped and financed by the Government of the Republic of Guinea.
 4. Where the Guinean authorities decide to collect catches, as referred to at point 2, which have been reported by Community vessels in accordance with point 4.2 or 4.3 of the Annex, they shall notify the skipper of the maximum time limit within which the collection is to be carried out.
 5. The skipper of the Community vessel shall propose to the Guinean authorities a venue, date and time-slot for transferring the catches. This date and time-slot must allow the collection vessel to reach the place indicated in time and shall be agreed between the two parties.
 6. At the time of the transfer, the person in charge of the collection vessel shall issue a receipt indicating the quantities transferred, as well as the time and place of transfer.
 7. Collection costs shall be borne by Guinea. The cost of storing on board the fish to be transferred shall be borne by the vessel-owner.
 8. The fish transferred shall be used to supply the market with a view to enhancing food security.
 9. The two parties, acting on a proposal from the Government of the Republic of Guinea, shall define the technical arrangements, which shall be communicated to the vessel-owners as soon as possible.
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