



**COUNCIL OF
THE EUROPEAN UNION**

**Brussels, 28 April 2006
(OR. en)**

**Interinstitutional File:
2005/0280 (CNS)**

**7587/1/06
REV 1**

**PECHE 81
OC 228**

LEGISLATIVE ACTS AND OTHER INSTRUMENTS

Subject : Council Regulation on the conclusion of the Fisheries Partnership Agreement between the European Community and the Kingdom of Morocco

COMMON GUIDELINES

Consultation deadline for Bulgaria and Romania: 25.4.2006

COUNCIL REGULATION (EC) No .../2006

of

**on the conclusion of the Fisheries Partnership Agreement between
the European Community and the Kingdom of Morocco**

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 ¹,

¹ Opinion of the European Parliament of 16 May 2006 (not yet published in the Official Journal).

Whereas:

- (1) The Community and the Kingdom of Morocco have negotiated and initialled a Fisheries Partnership Agreement providing Community fishermen with fishing opportunities in the waters falling within the sovereignty or jurisdiction of the Kingdom of Morocco.
- (2) It is in the Community's interest to approve that Agreement.
- (3) The method for allocating the fishing opportunities among the Member States should be defined,

HAS ADOPTED THIS REGULATION:

Article 1

The Fisheries Partnership Agreement between the European Community and the Kingdom of Morocco is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Regulation.

Article 2

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

Fishing category	Type of vessel	Member State	Licences or quota
Small-scale fishing/north, pelagic species	Seiners	Spain	20
Small-scale fishing/north	Bottom longliners, <40 GT	Spain	20
		Portugal	7
	Bottom longliners, >40 GT<150 GT	Portugal	3
Small-scale fishing/south		Spain	20
Demersal fishing	Bottom longliners	Spain	7
		Portugal	4
	Trawlers	Spain	10
		Italy	1
Tuna fishing	Pole-and-line vessels	Spain	23
		France	4
Industrial fishing for pelagic species		Germany	4 850 t
		Lithuania	15 520 t
		Latvia	8 730 t
		Netherlands	19 400 t
		Ireland	2 500 t
		Poland	2 500 t
		United Kingdom	2 500 t
		Spain	400 t
		Portugal	1 333 t
		France	2 267 t

The management of fishing opportunities shall be conducted in full accordance with Article 20 of Council Regulation (EC) 2371/2002 of 20 December 2002 on the conservation and sustainable exploitation of fisheries resources under the Common Fisheries Policy ¹. If licence applications from these Member States do not cover all the fishing opportunities laid down by the Protocol to the Agreement, the Commission may take into consideration licence applications from any other Member State.

Article 3

The Member States whose vessels fish under this Agreement shall notify the Commission of the quantities of each stock caught within the Moroccan 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 ².

Article 4

This Regulation shall enter into force on the day 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

¹ OJ L 358, 31.12.2002, p. 59.

² OJ L 73, 15.3.2001, p. 8.

FISHERIES PARTNERSHIP AGREEMENT
BETWEEN
THE EUROPEAN COMMUNITIES
AND THE KINGDOM OF MOROCCO

THE EUROPEAN COMMUNITY,

hereinafter referred to as "the Community", and

THE KINGDOM OF MOROCCO,

hereinafter referred to as "Morocco",

Hereinafter referred to as the "parties",

CONSIDERING the close working relationship between the Community and Morocco, particularly in the context of the Euro-Mediterranean Agreement establishing an association between the European Communities and their Member States, of the one part, and the Kingdom of Morocco, on the other part, and their mutual desire to intensify that relationship,

HAVING REGARD TO the United Nations Convention on the Law of the Sea,

AWARE OF the importance of the principles established by the Code of conduct for responsible fisheries adopted at the FAO Conference in 1995,

DETERMINED to cooperate, in their mutual interest, in promoting the introduction of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources, and in particular by implementing a control system covering fishing activities as a whole, in order to ensure the effectiveness of the measures for the development and conservation of fishery resources,

CONVINCED that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary and ensure consistent policies and synergy of effort,

DECIDED, to these ends, to contribute, within the framework of Morocco's sectoral fisheries policy, to promoting the development of a partnership with a view in particular to identifying the most appropriate means of ensuring that this policy is effectively implemented and that economic operators and civil society are involved in the process,

DESIROUS of establishing terms and conditions governing the fishing activities of Community vessels in Moroccan fishing zones and Community support for the introduction of responsible fishing in those fishing zones,

RESOLVED to pursue closer economic cooperation in the fishing industry and related activities through the setting up and development of investments involving companies from both parties,

HEREBY AGREE AS FOLLOWS:

ARTICLE I

Purpose

This Agreement establishes the principles, rules and procedures governing:

- economic, financial, technical and scientific cooperation in the fisheries sector with a view to introducing responsible fishing in Moroccan fishing zones to guarantee the conservation and sustainable exploitation of fisheries resources and develop the Moroccan fisheries sector,
- the conditions governing access by Community fishing vessels to Moroccan fishing zones,
- the arrangements for policing fisheries in Moroccan waters with a view to ensuring that the above rules and conditions are complied with, the measures for the conservation and management of fish stocks are effective, and illegal, undeclared or unregulated fishing is prevented,
- partnerships between companies aimed at developing, in the common interest, economic and related activities in the fisheries sector.

ARTICLE 2

Definitions

For the purposes of this Agreement, the Protocol and the Annex:

- (a) "Moroccan fishing zone" means the waters falling within the sovereignty or jurisdiction of the Kingdom of Morocco;
- (b) "Moroccan authorities" means the Ministry of Agriculture, Rural Development and Sea Fisheries – Sea Fisheries Department;
- (c) "Community authorities" means the European Commission;
- (d) "Community vessel" means a fishing vessel flying the flag of a Member State of the Community and registered in the Community;
- (e) "Joint Committee" means a committee made up of representatives of the Community and Morocco whose functions are described in Article 10 of this Agreement.

ARTICLE 3

Principles and objectives underlying this Agreement

1. The parties hereby undertake to promote responsible fishing in the Moroccan fishing zones based on the principle of non-discrimination between the different fleets fishing in those waters.
2. The parties undertake to establish the principles of dialogue and of prior consultations, in particular as regards implementation of the sectoral fisheries policy on the one hand and of Community policies and measures which could have an impact on the Moroccan fishing industry on the other.
3. The parties shall also cooperate in carrying out *ex-ante*, ongoing and *ex-post* evaluations, both jointly and unilaterally, of measures, programmes and actions implemented on the basis of this Agreement.
4. The parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of good economic and social governance.
5. The employment of Moroccan seamen on board Community vessels shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply as of right to the corresponding contracts and general terms of employment. 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.

ARTICLE 4

Scientific cooperation

1. During the period covered by the Agreement, the Community and Morocco shall cooperate to monitor the state of resources in Moroccan fishing zones. To this end, a joint annual scientific meeting shall be established, to be held alternately in the Community and in Morocco.
2. Based on the conclusions of the annual scientific meeting and the best available scientific advice, the parties shall consult each other within the Joint Committee provided for in Article 10 and, where necessary and by mutual agreement, take measures to ensure the sustainable management of fisheries resources.
3. The parties hereby undertake to consult each other, either directly or within the international organisations concerned, to ensure the management and conservation of living resources and to cooperate in the relevant scientific research.

ARTICLE 5

Access by Community vessels to fisheries in Moroccan fishing zones

1. Morocco hereby undertakes to authorise Community vessels to engage in fishing activities in its fishing zones in accordance with this Agreement, including the Protocol and Annex thereto.
2. The fishing activities governed by this Agreement shall be subject to the laws and regulations in force in Morocco. The Moroccan authorities shall notify the Commission of any amendments to that legislation. Without prejudice to any provisions which might be agreed between the parties, Community vessels shall comply with this legislation within one month.
3. Morocco shall ensure the effective implementation of the fisheries monitoring provisions in the Protocol. Community vessels shall cooperate with the Moroccan authorities responsible for carrying out such monitoring.
4. The Community undertakes to take all the appropriate steps required to ensure that its vessels comply with this Agreement and the legislation governing fisheries in the waters over which Morocco has jurisdiction, in accordance with the United Nations Convention on the Law of the Sea.

ARTICLE 6

Conditions governing fishing activities

1. Community vessels may fish in Moroccan fishing zones only if they are in possession of a fishing licence issued under this Agreement. The exercise of fishing activities by Community vessels shall be subject to the holding of a licence issued by the competent Moroccan authorities at the request of the competent Community authorities.
2. For fishing categories not covered by the Protocol in force, licences may be granted to Community vessels by the Moroccan authorities. However, and within the spirit of partnership established by this Agreement, the granting of these licences remains dependent on a favourable opinion from the European Commission. The procedure for obtaining a fishing licence for a vessel, the taxes applicable and the method of payment to be used by shipowners shall be laid down by mutual agreement.
3. The contracting parties shall ensure the proper implementation of these procedures and conditions by appropriate administrative cooperation between their competent authorities.

ARTICLE 7

Financial contribution

1. The Community shall grant Morocco a financial contribution in accordance with the terms and conditions laid down in the Protocol and Annexes. This contribution shall be composed of two related elements, namely:

- (a) a financial contribution for access by Community vessels to Moroccan fishing zones, without prejudice to the fees due by Community vessels for the licence fee;
- (b) Community financial support for introducing a national fisheries policy based on responsible fishing and on the sustainable exploitation of fisheries resources in Moroccan waters.

2. The component of the financial contribution referred to in point (b) of paragraph 1 shall be determined by mutual agreement and in accordance with the Protocol in the light of objectives identified by the two parties to be achieved in the context of the sectoral fisheries policy in Morocco and an annual and multiannual programme for its implementation.

ARTICLE 8

Promoting cooperation among economic operators

1. The parties shall encourage economic, commercial, scientific and technical cooperation in the fisheries sector and related sectors. They shall consult one another with a view to coordinating the different measures that might be taken to this end.
2. The parties shall encourage exchanges of information on fishing techniques and gear, preservation methods and the industrial processing of fisheries products.
3. The parties shall endeavour to create conditions favourable to the promotion of relations between their enterprises in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investment.
4. The parties shall encourage, in particular, the promotion of investments in their mutual interest, in compliance with Moroccan and Community law in force.

ARTICLE 9

Administrative cooperation

The contracting parties, desirous of ensuring the effectiveness of the measures for the development and conservation of fishery resources, shall:

- develop administrative cooperation with a view to ensuring that their vessels comply with the provisions of this Agreement and with Moroccan sea fisheries rules, each on its own behalf,
- cooperate to prevent and combat illegal fishing, in particular through the exchange of information and close administrative cooperation.

ARTICLE 10

Joint Committee

1. A Joint Committee shall be set up between the two parties to monitor the implementation of this Agreement. The Joint Committee shall also perform the following functions:

- (a) supervise the implementation, interpretation and smooth operation of the application of the Agreement;

- (b) define and evaluate the implementation of the annual and multiannual programming referred to in Article 7(2);
- (c) provide the necessary liaison for matters of mutual interest relating to fisheries;
- (d) act as a forum for the amicable settlement of any disputes regarding the interpretation or application of the Agreement;
- (e) reassess, where necessary, the level of fishing opportunities and, consequently, of the financial contribution;
- (f) any other function that the parties decide by mutual agreement to confer on it, including with regard to combating illegal fishing and administrative cooperation.

2. The Joint Committee shall meet at least once a year, alternately in Morocco and in the Community, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either of the parties.

ARTICLE 11

Area of application

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community applies, under the conditions laid down in that Treaty and, on the other, to the territory of Morocco and to the waters under Moroccan jurisdiction.

ARTICLE 12

Duration

This Agreement shall apply for a period of four years from the date of its entry into force. It shall be renewable for four-year periods unless notice of termination is given in accordance with Article 14.

ARTICLE 13

Settlement of disputes

The contracting parties shall consult each other on any dispute concerning the interpretation or application of this Agreement.

ARTICLE 14

Termination

1. This Agreement may be terminated by either Party in the event of serious circumstances such as the degradation of the stocks concerned, the discovery of a reduced level of exploitation of the fishing opportunities granted to Community vessels, or failure to comply with undertakings made by the parties with regard to combating illegal, unreported and unregulated fishing.
2. The Party concerned shall notify the other Party of its intention to withdraw from the Agreement in writing at least six months before the date of expiry of the initial period or each additional period.
3. Dispatch of the notification referred to in paragraph 2 shall open consultations by the parties.
4. Payment of the financial contribution referred to in Article 7 for the year in which the termination takes effect shall be reduced proportionately and *pro rata temporis*.

ARTICLE 15

Suspension

1. Application of this Agreement may be suspended at the initiative of one of the parties in the event of a serious disagreement as to the application of provisions laid down in the Agreement. Such suspension shall require the Party concerned to notify its intention in writing at least three months before the date on which suspension is due to take effect. On receipt of this notification, the parties shall enter into consultations with a view to resolving their differences amicably.
2. Payment of the financial contribution referred to in Article 7 shall be reduced proportionately and *pro rata temporis* to the duration of the suspension, without prejudice to Article 7(4) of the Protocol.

ARTICLE 16

The Protocol and the Annex and appendices thereto shall form an integral part of this Agreement.

ARTICLE 17

Language and entry into force

This Agreement, drawn up in duplicate in the Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Slovak, Slovene, Spanish, Swedish and Arabic languages, each of these texts being equally authentic, shall enter into force on the date on which the parties notify each other that their adoption procedures have been completed.

PROTOCOL
SETTING OUT THE FISHING OPPORTUNITIES
AND FINANCIAL CONTRIBUTION PROVIDED FOR
IN THE FISHERIES PARTNERSHIP AGREEMENT
BETWEEN THE EUROPEAN COMMUNITY
AND THE KINGDOM OF MOROCCO

ARTICLE 1

Period of application and fishing opportunities

1. For a period of four years from 1 March 2006, the fishing opportunities granted under Article 5 of the Agreement shall be as laid down in the table attached to this Protocol.
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 engage in fishing activities in Moroccan fishing zones only if they are in possession of a fishing licence issued under this Protocol in accordance with the Annex hereto.

ARTICLE 2

Financial contribution – Methods of payment

1. For the period referred to in Article 1, the financial contribution referred to in Article 7 of the Agreement shall be EUR 144 400 000.
2. Paragraph 1 shall apply subject to Articles 4, 5, 6 and 10 of this Protocol.
3. The Community shall pay the financial contribution referred to in paragraph 1 at the rate of EUR 36 100 000 per year during the period of application of this Protocol.
4. The Community shall pay the financial contribution no later than 30 June 2006 in the first year and no later than 1 March in the following years.
5. The financial contribution shall be paid to the Treasurer-General of the Kingdom of Morocco into an account opened with the Public Treasury, the references of which shall be communicated by the Moroccan authorities.
6. Subject to Article 6 of this Protocol, the Moroccan authorities shall have full discretion regarding the use to which this financial contribution is put.

ARTICLE 3

Scientific coordination

1. The two parties hereby undertake to promote responsible fishing in Moroccan fishing zones based on the principle of non-discrimination between the different fleets fishing in those waters.
2. During the period covered by this Protocol, the Community and the Moroccan authorities shall cooperate to monitor the state of resources in Moroccan fishing zones. To this end, a joint annual scientific meeting shall be established in accordance with Article 4(1) of the Agreement.
3. Based on the conclusions of the annual scientific meeting and the best available scientific advice, the parties shall consult each other within the Joint Committee provided for in Article 10 of the Agreement and, where necessary and by mutual agreement, take measures to ensure the sustainable management of fisheries resources.

ARTICLE 4

Review of fishing opportunities

1. The fishing opportunities referred to in Article 1 may be increased by mutual agreement provided that the conclusions of the scientific meeting referred to in Article 3(2) confirm that such an increase will not endanger the sustainable management of Morocco's resources. In this case the financial contribution referred to in Article 2(1) 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).
2. Conversely, if the parties agree to adopt measures as referred to in Article 3(3) resulting in a reduction in the fishing opportunities provided for in Article 1, the financial contribution shall be reduced proportionally and *pro rata temporis*. Without prejudice to Article 6 of this Protocol, this financial contribution could be suspended by the Community if the fishing effort laid down in this Protocol cannot be used in its entirety.

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 any recommendations made by the annual scientific meeting regarding the management of stocks liable to be affected by such redistribution. The parties shall agree on the corresponding adjustment of the financial contribution should the redistribution of fishing opportunities so warrant.

4. The adjustments of fishing opportunities provided for in paragraph 1, the first sentence of paragraph 2, and paragraph 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

The parties shall encourage exploratory fishing in Moroccan fishing zones, based on the results of research carried out under the authority of the Joint Scientific Committee provided for in this Agreement. To this end, they shall hold consultations whenever one of the parties so requests and determine, on a case-by-case basis, relevant species (such as sponges), conditions and other parameters.

Exploratory fishing authorisations shall be granted for testing purposes for a period of no more than six months.

Where the parties conclude that exploratory fishing trips have produced positive results, new fishing opportunities could be allocated to the Community following the consultation procedure provided for in Article 4 and until the expiry of this Protocol. The financial contribution would be increased as a result.

ARTICLE 6

Contribution of the Partnership Agreement to the introduction of a sectoral fisheries policy in Morocco

1. EUR 13 500 000 per year of the amount of the financial contribution referred to in Article 2(1) of this Protocol shall be put towards defining and implementing a sectoral fisheries policy in Morocco with a view to introducing responsible fishing in its waters. Of this amount, a total of EUR 10 050 000 per year shall be allocated by the Community as support as provided for in Article 7(1)(b) of the Agreement.

2. This contribution shall be allocated and managed by Morocco in the light of objectives identified by the two parties by mutual agreement, and the annual and multiannual programming to attain them.

3. Without prejudice to the identification of these objectives by the two parties and in accordance with the current priorities of Moroccan fisheries policy with a view to ensuring a sustainable and responsible management of the sector:

- (a) at least EUR 4,75 million per year of the amount provided for in paragraph 1 shall be allocated by Morocco to the modernisation and upgrading of the coastal fleet;
- (b) a sum of EUR 1,25 million per year shall be allocated to the programme to abolish driftnets;
- (c) the remainder shall be allocated by Morocco to the other elements of its fisheries policy, in particular:
 - scientific research,
 - restructuring of small-scale fishing,

- upgrading of marketing channels and promotion of domestic consumption,
- mechanisation of methods of landing and handling fish,
- training,
- support for professional organisations.

ARTICLE 7

Implementation of the support for the introduction of responsible fishing

1. On a proposal from Morocco and for the purposes of implementing Article 6 of this Protocol, the Community and Morocco shall agree within the Joint Committee provided for in Article 10 of the Agreement, from the entry into force of the Protocol and no later than three months following its entry into force:
 - (a) the annual and multiannual guidelines steering the implementation of the priorities of Moroccan fisheries policy aiming to introduce responsible fishing, and in particular those referred to in Article 6(2);
 - (b) the annual and multiannual objectives to be achieved and the criteria and indicators to be used to permit an evaluation of the results obtained, 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. For the first year of application of the Protocol, the allocation by Morocco of the contribution referred to in Article 6(2) shall be notified to the Community at the time when the guidelines, objectives, criteria and evaluation indicators are approved within the Joint Committee. For each of the following years, Morocco shall notify the Community of this allocation no later than 30 September of the previous year.

4. If evaluation of the results achieved at the mid-term of the Protocol so warrant, after consultation within the Joint Committee, the Community may request an adjustment of a maximum 50% of the amount referred to in Article 6(1) of the Protocol so as to adapt the amount allocated by Morocco to the actual results achieved in terms of implementing its fisheries policy.

ARTICLE 8

Economic integration of Community operators in the Moroccan fisheries sector

1. The two parties shall undertake to promote the economic integration of Community operators into the fishing industry in Morocco as a whole.
2. In the first year of the Protocol, an initiative, supported by the European Commission, shall be launched with a view to raising awareness among private economic operators in the Community of the commercial and industrial opportunities in Morocco's fishing industry as a whole, including in terms of direct investment.

3. Moreover, as an incentive, Morocco shall grant Community operators landing fish in Moroccan ports, in particular for the purposes of sales to local industries themselves, adding value to these products in Morocco or transporting catches made in Moroccan fishing zones by land, a reduction in the amount of fees, in accordance with the Annex.

4. The two parties shall also decide to set up a task force to identify the obstacles to direct Community investment in the industry and the measures easing the conditions governing such investment.

ARTICLE 9

Disputes – Suspension of application of the Protocol

1. Any dispute between the parties over the interpretation of this Protocol 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 party 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. In the event of suspension, the parties shall continue to consult with a view to finding an amicable settlement to their dispute. Where 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* 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 Community fails to make the payments provided for in Article 2, application of this Protocol may be suspended on the following terms:

- (a) the competent Moroccan authorities shall notify the European Commission of the non-payment. The latter shall make the necessary verifications 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 Article 2(4), the competent Moroccan authorities shall be entitled to suspend application of the Protocol. They shall inform the European Commission of such action forthwith;
- (c) application of the Protocol shall resume as soon as the payment concerned has been made.

ARTICLE 11

National law

The activities of vessels operating under this Protocol and its Annex, in particular transshipment, the use of port services and the purchase of supplies, etc., shall be governed by the applicable national laws of Morocco.

ARTICLE 12

Entry into force

This Protocol with its Annex shall enter into force on the date of the entry into force of the Agreement.

Table 1: Fishing opportunities

Type of fishing					
SMALL-SCALE FISHING				DEMERSAL FISHING	INDUSTRIAL PELAGIC FISHING
Pelagic fishing/north: seine nets	Small-scale fishing/south: lines, poles, traps	Small-scale fishing/north: bottom longliners	Small-scale tuna fishing: pole-and-line vessels	Bottom longliners and bottom trawls, and deep-water multifilament fixed gillnets	C stock
					- Tonnage 60 000 tonnes
20 vessels	20 vessels	30 vessels	27 vessels	22 vessels	

CONDITIONS GOVERNING FISHING ACTIVITIES
BY COMMUNITY VESSELS IN MOROCCAN FISHING ZONES

CHAPTER I

APPLICATION FOR AND ISSUE OF LICENCES

1. LICENCE APPLICATIONS

1. Only eligible vessels may obtain a licence to fish in Morocco's fishing zones.
2. For a vessel to be eligible, neither the owner, the master nor the vessel itself must be prohibited from fishing in Morocco. They must be in order vis-à-vis the Moroccan authorities insofar as they must have fulfilled all prior obligations arising from their fishing activities in Morocco under fisheries agreements concluded with the Community.
3. The relevant Community authorities shall submit to the Ministry of Agriculture, Rural Development and Sea Fisheries – Sea Fisheries Department ("the Department") the lists of vessels applying to engage in fishing activities within the limits laid down in the datasheets annexed to the Protocol at least 20 days before the date of commencement of the validity of the licences requested.

4. These lists shall indicate by category of fishing and by zone, the tonnage used, the number of vessels and, for each vessel, the main characteristics and the amount of payments broken down by heading. The "Longliners" and "Small-scale" categories shall also indicate, for each vessel, which gear or gears are to be used during the period covered by the application.

A sheet containing all the information required to issue fishing licences shall also be attached to the licence application in a format compatible with the software used by the Department.

5. Individual applications shall be submitted to the Department on a form drawn up in accordance with the specimen in Appendix I.
6. All licence applications shall be accompanied by the following documents:
 - a copy of the tonnage certificate, duly certified by the flag Member State, giving the tonnage of the vessel;
 - a recent, certified colour photograph, of at least 15 cm x 10 cm, showing a side view of the vessel in its current state;
 - proof of payment of fishing licence fees, other fees and the costs of observers;
 - any other documents or certificates required under the specific rules applicable to the type of vessel concerned under this Protocol.

2. ISSUE OF LICENCES

1. The Department shall issue fishing licences to the Delegation of the Commission of the European Communities to Morocco ("the Delegation") for all vessels within 15 days of receipt of all the documents referred to in point 1(6).
2. Fishing licences shall be drawn up in accordance with the information in the datasheets annexed to the Protocol, and shall mention in particular the fishing zone, distance from the coast, the authorised gears, the main species, the authorised mesh sizes, allowable by-catches and the catch quota for pelagic trawlers.
3. Fishing licences shall be issued only for vessels which have complied with all the administrative formalities required.
4. The two parties shall seek agreement for the purposes of promoting the introduction of an electronic licence system.

3. VALIDITY AND UTILISATION OF LICENCES

1. The periods of validity of the licences shall be as follows:
 - first period: from entry into force until 31 December 2006
 - second period: from 1 January 2007 to 31 December 2007
 - third period: from 1 January 2008 to 31 December 2008
 - fourth period: from 1 January 2009 to 31 December 2009
 - fifth period: from 1 January 2010 to the date of expiry of the Protocol.
2. Fishing licences shall be valid only for the period covered by the fees paid and for the fishing zone, type of gear and fishing category specified in the licence in question.
3. Fishing licences shall be issued for a given vessel and shall not be transferable. However, in the event of *force majeure* duly established by the competent authorities of the flag Member State and at the request of the Community, 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.

The owner of the first vessel, or the agent, shall return the cancelled fishing licence to the Department, via the Delegation.

4. Fishing licences must be held on board the eligible vessel at all times and presented to the inspection authorities on the occasion of any inspection.
5. Fishing licences shall be valid for one year, six months or three months. For industrial pelagic fishing, however, monthly fishing licences may be granted and renewed.

4. FISHING LICENCE FEES AND OTHER FEES

1. Annual fees for fishing licences shall be fixed by Moroccan legislation in force.
2. Licence fees shall cover the calendar year in which the licence is issued and shall be payable when the first licence for that year is applied for. The amounts of such licence fees shall include all related fees and taxes, with the exception of port taxes and service charges.
3. As well as the fishing licence fees, other fees shall be calculated for each vessel on the basis of the rate laid down in the datasheets annexed to the Protocol.
4. For the first and last years covered by the Agreement, the fees shall be calculated in proportion to the actual duration of the licence.
5. Any amendment to the legislation governing fishing licences shall be notified to the Delegation no later than two months before its entry into force.

5. METHODS OF PAYMENT

Fishing licence fees, other fees and the costs of observers shall be payable, in the name of the Treasurer-General of Morocco, into bank account number 290 130 0065 A at the Bank Al Maghrib (Morocco) before the fishing licences are issued.

The fee for catches by pelagic trawlers shall be paid in quarterly instalments, at the end of the quarter following that in which those catches were made.

CHAPTER II

PROVISIONS APPLICABLE TO VESSELS FISHING HIGHLY MIGRATORY SPECIES (TUNA VESSELS)

1. The fee shall be EUR 25 per tonne caught within Morocco's fishing zones.
2. Licences shall be issued for one calendar year following payment of an advance of EUR 5 000 per vessel.

3. For the first and last years covered by the Agreement, the advance shall be calculated pro rata to the period of validity of the licence.
4. Masters of vessels holding licences for the fishing of highly migratory species shall keep an up-to-date logbook in line with the model in Appendix 6 of the Annex.
5. They shall also forward a copy of that logbook to their competent authorities no later than 15 days before the end of the third month following the month to which it relates. These authorities shall forward the copies immediately to the Delegation, which shall send them to the Department before the end of the third month following the month to which they relate.
6. By 30 April each year the Delegation shall submit to the Department 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*), the IEO (*Instituto Español de Oceanografía*), the INIAP (*Instituto Nacional de Investigação Agrária e das Pescas*) and the INRH (*Institut National de Recherche Halieutique*).

7. For the last year of application of the Agreement, the statement of the fees due for the previous year shall be notified within 4 months after expiry of the Agreement.
8. The final statement shall be sent to the shipowners concerned who shall have 30 days, from the notification of approval of the figures by the Department, within which to discharge their financial obligations to the competent national authorities. Payment made out in euro in the name of the Treasurer-General of Morocco into the account mentioned in point 5 of Chapter I, shall be sent to the Department by the Delegation no later than one and a half months after that notification.
9. However, if the amount of the final statement is less than the advance, the difference shall not be reimbursable.
10. Shipowners shall take all the necessary steps to ensure that the copies of the logbook are sent and any additional payments made within the deadlines given in points 6 and 7.
11. Failure by the shipowner to comply with the obligations provided for in points 6 and 7 shall entail automatic suspension of the fishing licence until such obligations have been met.

CHAPTER III

FISHING ZONES

The fishing zones for each type of fishery in Morocco's Atlantic zone are defined in the datasheets (Appendix 2). Morocco's Mediterranean zone, located east of 35°48'N – 6°20'W (Cape Spartel), shall be excluded from this Protocol.

CHAPTER IV

DETAILS OF IMPLEMENTATION FOR EXPLORATORY FISHING

The two parties shall decide jointly on which Community operators shall practice exploratory fishing, the most favourable period for such fishing and the conditions applicable. To facilitate exploratory work by vessels, the Government of the Kingdom of Morocco shall forward any available scientific data and other basic data.

The Moroccan private sector shall be closely associated (coordination and dialogue on the arrangements for exploratory fishing).

Exploratory fishing trips shall be for a maximum of six months and a minimum of three months, unless this period is changed by the two parties by mutual agreement.

Selection of candidates for the implementation of the exploratory fishing trips:

The European Commission shall communicate to the Moroccan authorities the requests for licences for exploratory fishing. It shall provide a technical dossier specifying:

- the technical characteristics of the vessel,
- the level of expertise of the vessel's officers as regards that fishery,
- the proposal for the technical parameters of the trip (length, gear, exploration regions etc.).

The Government of the Kingdom of Morocco shall organise a dialogue regarding the technical aspects with the European Commission, on the one hand, and the shipowners concerned, on the other, if it considers it necessary.

Before the start of the trip, the vessel owners shall submit to the Moroccan authorities and to the European Commission:

- a declaration of the catches already on board;
- the technical characteristics of the fishing gear to be used during the trip;
- an assurance that they comply with the Moroccan fisheries legislation.

During the exploratory fishing trip, the owners of the vessels concerned shall:

- send the Moroccan authorities and the European Commission a weekly report detailing the daily catches made and, for each haul, specifying the technical parameters of the trip (position, depth, date and time, catches and other observations or comments);
- communicate the vessel's position, speed and heading by VMS;
- ensure that a Moroccan scientific observer or an observer chosen by the Moroccan authorities is on board. The role of the observer will be to gather scientific information from the catches, as well as to sample the catches. Observers shall be treated in the same way as a ship's officer and the shipowner shall cover their living costs during their stay on the vessel. The decision on the observer's time on board, the length of their stay and the boarding and landing harbour will be fixed in agreement with the Moroccan authorities. Unless there is agreement between the parties to the contrary, the vessel will never be obliged to put into harbour more than once per two months;
- submit their vessel to an inspection before it leaves Moroccan waters if the Moroccan authorities so request;
- comply with the Kingdom of Morocco's fisheries legislation.

Catches, including by-catches, made during the scientific trip shall remain the property of the shipowner, provided they comply with the provisions adopted to this end by the Joint Committee.

The Moroccan authorities shall designate a contact person responsible for addressing any unforeseen problems that might hinder the development of the exploratory fishing.

CHAPTER V

PROVISIONS APPLICABLE TO SATELLITE MONITORING OF COMMUNITY FISHING VESSELS OPERATING IN MOROCCAN FISHING ZONES ON THE BASIS OF THIS AGREEMENT

1. All fishing vessels with an overall length exceeding 15 metres operating under this Agreement shall be tracked by satellite when fishing in Moroccan fishing zones.
2. For the purposes of satellite monitoring, the Moroccan authorities shall communicate to the Community the coordinates (latitudes and longitudes) of the Moroccan fishing zones.

The Moroccan authorities shall transmit this information in electronic form, expressed in degrees minutes seconds.

3. The parties shall exchange information on X.25 addresses and the specifications for electronic data transmission between their Control Centres in accordance with points 5 to 7. Such information shall include the following where they exist: names, telephone and fax numbers, and e-mail addresses (Internet or X.400) which may be used for general communications between Control Centres.
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 under Community legislation enters the Moroccan fishing zones, the subsequent position reports (vessel identification, longitude, latitude, course and speed) shall be transmitted immediately by the Control Centre of the flag state to Morocco's Fisheries Monitoring and Control Centre (FMC) at intervals of no more than two hours. The messages concerned shall be identified as position reports.
6. The messages specified in point 5 shall be transmitted electronically in X.25 format, or any other secure protocol. They shall be communicated in real time in the format set out in Table II.

7. Where the continuous satellite-tracking equipment installed on board a fishing vessel develops a technical fault or breaks down, the master of the vessel shall transmit the information specified in point 5 to the Control Centre of the flag State and to Morocco's FMC by fax in good time. 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 master of the vessel on a two-hourly basis in accordance with the requirements laid down in point 5.

The Control Centre of the flag State shall send these messages immediately to Morocco's FMC. The faulty equipment shall be repaired or replaced within a period of not more than one month. After this deadline, the vessel in question must leave the Moroccan fishing zones or return to a Moroccan port.

8. The Control Centres of the flag States shall monitor the movements of their vessels in Moroccan waters at hourly intervals. If the vessels are not being monitored in accordance with the conditions laid down, the Moroccan FMC shall be informed immediately and the procedure laid down in point 7 shall apply.
9. If the Moroccan FMC establishes that the flag State is not transmitting the information specified in point 5, the competent European Commission departments shall be informed immediately.

10. The surveillance data communicated to the other party in accordance with these provisions is intended solely for the Moroccan authorities for the purposes of controlling and monitoring the Community fleet fishing under the EC/Morocco Fisheries 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.

Masters shall ensure that:

- data are not altered in any way;
- the antenna or antennas connected to the satellite-tracking equipment are not obstructed in any way;
- the power supply of the satellite-tracking equipment is not interrupted in any way; and
- the satellite-tracking equipment is not removed from the vessel.

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. A first meeting to this end shall be organised before the entry into force of the Agreement.
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. The parties agree to amend, if necessary, these provisions within the Joint Committee provided for in Article 10 of the Agreement.

CHAPTER VI

CATCH REPORTING

- 1) Logbook
 1. Masters of vessels shall use the logbook specially designed for fishing in Morocco's fishing zone and keep this logbook up-to-date in accordance with the provisions of the explanatory note for that logbook.

2. Shipowners shall send a copy of the logbook to their competent authorities no later than 15 days before the end of the third month following the month to which it relates. These authorities shall forward the copies immediately to the Delegation, which shall send them to the Department before the end of the third month following the month to which they relate.
3. Failure by shipowners to comply with the obligations provided for in paragraphs 1 and 2 shall entail automatic suspension of the fishing licence until such obligations have been met.

2) Quarterly catch declarations

1. By the end of the third month of each quarter the Delegation shall notify the Department of the quantities caught in the previous quarter by all Community vessels.
2. This information should be broken down by month, by type of fishing, by vessel and by species specified in the logbook.
3. This data shall also be sent to the Department in a computer file in a format compatible with software used by the Ministry.

3) Reliability of data

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

CHAPTER VII

EMBARKING MOROCCAN SEAMEN

1. Shipowners with fishing licences under this Agreement shall take on board, for the entire period of their presence in Moroccan waters, Moroccan seamen as follows:

(a) Pelagic trawlers

- of less than 150 GT: voluntary embarkation of Moroccan seamen;
- of less than 5 000 GT: 6 seamen;
- equal to or greater than 5 000 GT: 8 seamen.

However, if these vessels operate for less than one month per year in the Moroccan fishing zone, they shall be exempted from the obligation to embark Moroccan seamen.

Furthermore, if the fishing licences of these vessels are renewed for a period of more than one month a year, the shipowners concerned shall pay the lump sum provided for in point 10 of this Chapter for the first month. From the first day of the second month of the fishing licence, they shall be required to comply with their obligation to embark Moroccan seamen;

- (b) Small-scale/north: voluntary embarkation of Moroccan seamen;
 - (c) Small-scale/south: 2 seamen;
 - (d) Seiners/north: 2 seamen;
 - (e) Deepwater trawlers and bottom longliners: 8 seamen;
 - (f) Pole-and-line tuna vessels: 3 seamen.
2. Shipowners shall be free to select the seamen they take on board their vessels.
 3. The fishermen's employment contracts shall be drawn up between the shipowners or their representatives and the fishermen.
 4. The shipowner or agent shall inform the Department of the names of the Moroccan seamen taken on board the vessel concerned, mentioning their position in the crew.

5. The International Labour Organisation's 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. Moroccan 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 Moroccan authorities. These contracts shall guarantee the seamen the social security cover applicable to them, including life insurance and sickness and accident insurance.
7. 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 Department.
8. Moroccan 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 Moroccan seamen concerned or their representatives. However, the wage conditions granted to Moroccan seamen shall not be lower than those applied to Moroccan crews and shall comply with ILO standards and under no circumstances be below those standards.
9. 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. These authorities shall inform the Department thereof.

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

10. Where no Moroccan seamen are taken on board for reasons other than that specified to 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 Moroccan fishing zone per seaman within a maximum of three months.

This sum shall be used for training Moroccan fishermen and shall be paid into the account specified in point 5 of Chapter I.

11. Twice a year, on 1 January and 1 July, the Delegation shall send the Department a list of Moroccan seamen taken on board Community vessels, with details of their registration as crew members and the vessels concerned.
12. Except as provided for in point 9, repetitive failure by shipowners to comply with the embarkation of the requisite number of Moroccan seamen shall result in automatic suspension of the vessels' fishing licence until such obligations have been met.

CHAPTER VIII

MONITORING AND OBSERVATION OF FISHING

A. OBSERVATION OF FISHING

1. Vessels authorised to fish in Moroccan fishing zones under the Agreement shall take on board observers appointed by Morocco on the terms set out below.
 - 1.1. 25% of authorised vessels over 100 GT shall take on board observers each quarter.
 - 1.2. Industrial pelagic vessels shall take a scientific observer on board for the entire period of activity in Moroccan waters.
 - 1.3. Other Community fishing vessels of a tonnage not exceeding 100 GT shall be observed during a maximum of ten trips per year and per category of fishing.
 - 1.4. The Department shall draw up a list of vessels designated to take an observer on board and a list of appointed observers. These lists shall be sent to the Delegation as soon as they have been drawn up.

- 1.5. The Department shall inform the shipowners concerned, through the Delegation, of the name of the observer appointed to be taken on board their vessel at the time the licence is issued, or no later than 15 days before the observer's planned embarkation date.
2. Observers shall be on board pelagic trawlers on a permanent basis. For the other categories of fishing, observers shall spend at one trip per vessel on board.
3. The conditions under which observers are taken on board shall be agreed between shipowners or their agents and the Moroccan authorities.
4. Observers shall be taken on board at a port chosen by the shipowner at the beginning of the first voyage in Moroccan waters after notification of the list of designated ships.
5. Within two weeks and giving ten days' notice, the shipowners concerned shall make known at which Moroccan ports and on what dates they intend to take observers on board.
6. Where observers are taken on board in a foreign port, their travel costs shall be borne by the shipowner. Should a vessel with a Moroccan observer on board leave the Moroccan fishing zone, all measures must be taken to ensure the observer's return to Morocco as soon as possible at the expense of the shipowner.

7. In the event of wasted journeys by scientific observers, due to failure by shipowners to comply with their commitments, shipowners shall pay their travelling expenses, and daily allowances, equal to those received by Moroccan national officials of an equivalent grade, for the days of inactivity by the observers. Similarly, in the event of a delay in embarkation which is down to the shipowner, the shipowner shall pay the scientific observer the daily allowances described above.

Any amendment to the rules and regulations concerning daily allowances shall be notified to the Delegation no later than two months before its entry into force.

8. If the observer is not present at the time and place agreed and during the twelve hours following the time agreed, the shipowner shall be automatically absolved of his obligation to take the observer on board.
9. Observers shall be treated as officers. They shall carry out the following tasks:
 - 9.1. observe the fishing activities of the vessels;
 - 9.2. verify the position of vessels engaged in fishing operations;
 - 9.3. perform biological sampling in the context of scientific programmes;
 - 9.4. note the fishing gear used;

- 9.5. verify the catch data for Moroccan waters recorded in the logbook;
 - 9.6. verify the percentages of by-catches and assess the quantity of discards of species of marketable fin-fish, crustaceans and cephalopods;
 - 9.7. report fishing data by fax or by radio, including the quantity of catches and by-catches on board.
10. Masters shall do everything in their power to ensure the physical safety and welfare of observers during performance of their duties.
 11. Observers shall be offered every facility needed to carry out their duties. Masters shall facilitate their access to the means of communication needed for the discharge of their duties, to documents directly concerned with the vessel's fishing activities, including in particular the logbook and the navigation log, and to those parts of the vessel necessary to facilitate the exercise of their tasks as observer.
 12. While on board, observers shall:
 - 12.1. take all appropriate steps to ensure that the conditions of their boarding and presence on the vessel neither interrupt nor hamper fishing operations,
 - 12.2. take care of the material and equipment on board and respect the confidentiality of all documents belonging to that vessel.

13. At the end of the observation period and before leaving the vessel, observers shall draw up an activity report to be transmitted to the competent authorities in Morocco, with a copy to the Delegation of the European Commission. They shall sign it in the presence of the master, who may add or cause to be added to it any observations considered relevant, followed by the master's signature. A copy of the report shall be handed to the master when the observer is put ashore.
14. Shipowners shall bear the cost of accommodating observers in the same conditions as the officers on the vessel.
15. The salary and social contributions of the observer shall be borne by the competent Moroccan authorities.
16. In order to reimburse Morocco for the costs arising from the presence of observers on board vessels, in addition to the fee payable by shipowners, "costs of scientific observers" shall be payable at the rate EUR 3,5 per GT per quarter per vessel fishing in Moroccan fishing zones.

These costs shall be paid at the same time as the quarterly payments in accordance with the provisions of point 5 of Chapter I of the Annex.

17. Failure by the shipowner to comply with the obligations laid down in point 4 shall result in automatic suspension of the fishing licence until such obligations have been met.

B. JOINT MONITORING OF FISHING

The contracting parties shall set up a system of joint monitoring and observation of checks on landings, with the aim of improving the effectiveness of control so as to ensure compliance with the provisions of this Agreement.

To this end, the competent authorities of each contracting party shall designate a representative to attend checks on landings and observe the arrangements for conducting such checks, notifying their name to the other contracting party.

The representative of the Moroccan authority shall attend inspections on landings by vessels which have operated in the Moroccan fishing zones carried out by the national inspection authorities of the Member States as an observer.

The representative shall accompany national inspection officials in their visits to ports, on board vessels, in dock, to auctions, fish wholesalers' shops, coldstores and other premises for landing fish before it is placed on the market, and shall have access to the documents which are the subject of these inspections.

The representative of the Moroccan authority shall draw up and submit a report detailing the inspections attended.

The Department shall invite the Delegation to attend inspection visits scheduled in the ports of landing giving ten days' notice.

At the request of the European Commission, Community fishing inspectors may attend as observers inspections carried out by the Moroccan authorities on landing operations by Community vessels in Moroccan ports.

The practical arrangements for these operations will be laid down by mutual agreement between the competent authorities of the two parties.

CHAPTER IX

MONITORING

1. The European Community shall keep an up-to-date list of the vessels to which a fishing licence has been issued under this Protocol. This list shall be notified to the Moroccan authorities responsible for fisheries inspection as soon as it is drawn up and each time it is updated.

2. Technical inspection

- 2.1. Once a year and after any alteration in tonnage or changes to the fishing category necessitating the use of a different type of gear, Community vessels covered by point 1 above shall report to the Moroccan port to undergo the inspections required by the legislation in force. Such inspections shall take place within 48 hours of the vessel's putting into port.
- 2.2. Once the inspection has been completed satisfactorily, the captain of the vessel shall be issued with a certificate having the same period of validity as the licence and which shall be automatically extended in the case of vessels renewing their licence within the year. However, the maximum validity may not exceed one year. This certificate must be kept on board at all times.
- 2.3. The technical inspection shall verify that the vessel's technical characteristics and gear conform to the provisions of the Agreement and that the provisions relating to its Moroccan crew have been complied with.
- 2.4. The cost of the inspection shall be borne by the shipowner at the rates laid down by Moroccan law. It may not be greater than the amount normally paid by other vessels for the same services.
- 2.5. Failure by the shipowner to comply with points 2.1 and 2.2 above shall result in automatic suspension of the fishing licence until such obligations have been met.

3. Entering and leaving the zone:
 - 3.1. Community vessels shall notify the Department at least 4 hours in advance of their intention to enter or leave the Moroccan fishing zones.
 - 3.2. When notifying leaving, vessels shall also communicate their position and the volume and species in catches kept on board. This information should preferably be communicated by fax or, for vessels not equipped with a fax, by radio, the details of which are set out in Appendix 8.
 - 3.3. A vessel found to be fishing without having informed the Department shall be regarded as a vessel without a licence.
 - 3.4. Vessels shall also be informed of the fax and telephone numbers and e-mail address when the fishing licence is issued.
4. Control procedures.
 - 4.1. Masters of Community fishing vessels engaged in fishing activities in Moroccan waters shall allow and facilitate boarding and the discharge of their duties by any Moroccan official responsible for the inspection and control of fishing activities.

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

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

5. Boarding

5.1. The Department shall inform the European Commission, within no more than 48 hours, of all boardings of and penalties imposed on Community vessels in Moroccan waters.

5.2. The European Commission shall at the same time receive a brief report of the circumstances and reasons leading to the boarding.

6. Statement of boarding

6.1. After the Moroccan authorities responsible for inspection have drawn up a statement, the master of the vessel shall sign it.

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

6.3. The master shall take the vessel to the port indicated by the Moroccan authorities responsible for inspection. The vessel in breach of the Moroccan sea fishing legislation in force shall be kept in port until completion of the usual administrative formalities relating to boarding.

7. Settlement of boarding

7.1. Before any judicial procedure, 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.

7.2. In the event of an amicable settlement, the amount of the fine shall be determined in accordance with Moroccan fisheries legislation.

7.3. If the case cannot be settled by amicable procedure and has to be brought before a competent judicial body, a bank security set to take account of the boarding costs and the fines and compensation payable by the parties responsible for the infringement shall be paid by the shipowner into a bank account specified by the competent Moroccan authorities.

7.4. The bank security shall be irrevocable until the legal proceedings have been concluded. It shall be released once legal proceedings end without a conviction. Similarly, in the event of a conviction leading to a fine of less than the security lodged, the balance shall be released by the competent Moroccan authorities.

7.5. The vessel shall be authorised to leave the port:

- once the obligations arising under an amicable settlement have been fulfilled, or
- when the bank security referred to in point 7.3 has been lodged and accepted by the competent Moroccan authority, pending completion of the legal proceedings.

8. Transhipment

8.1. Any transhipment at sea of catches shall be prohibited in the Moroccan fishing zone. However, Community pelagic trawlers wishing to tranship catches in Moroccan waters shall do so in a Moroccan port or other place designated by the competent Moroccan authorities, after authorisation by the Department. Such transhipment shall take place under the supervision of the observer or of a representative of the sea fisheries delegation and the control authorities. Any person infringing this provision shall be liable to the penalties provided for by Moroccan law.

8.2. Before any transshipment, the owners of these vessels must notify the following information to the Department at least 24 hours in advance:

- the names of the transshipping fishing vessels;
- the names of the cargo vessels, their flags, registration numbers and call signs;
- the tonnage by species to be transhipped;
- the destination of catches;
- the date and day of transshipment.

The Moroccan party reserves the right to refuse transshipment if the carrier vessel has carried out illegal, undeclared or unregulated fishing inside or outside the maritime areas under Moroccan jurisdiction.

8.3. Transshipment shall be considered as an exit from the Moroccan fishing zone. Vessels must therefore submit their catch declarations to the Department and state whether they intend to continue fishing or leave the Moroccan fishing zone.

Masters of Community pelagic trawlers engaged in landing or transshipment operations in a Moroccan port shall allow and facilitate the inspection of such operations by Moroccan inspectors. Once the inspection has been completed, a certificate shall be issued to the master of the vessel.

CHAPTER X

LANDING OF CATCHES

The contracting parties, aware of the benefits of increased integration with a view to joint development of their respective fisheries sectors, have agreed to adopt the following provisions concerning landing a proportion of the catches made by Community vessels in Moroccan waters in Moroccan ports.

The proportion of the catch subject to compulsory landing shall be as indicated in the datasheets annexed to the Agreement.

Financial incentives:

1. Landings:

Community tuna vessels which opt to land their catches in a Moroccan port shall benefit from a reduction on the fee indicated on datasheet No 5 of EUR 2,50 per tonne fished in Moroccan waters.

An additional reduction of EUR 2,50 per tonne shall be granted where fisheries products are sold in fish markets.

This mechanism shall apply, for all Community vessels, up to a maximum 50% of the final statement of catches (as defined in Chapter II of the Annex) from the first year of this Protocol.

Community pelagic vessels which choose to land a quantity above the 25% of compulsory catches laid down in datasheet No 6 in a Moroccan port shall benefit from a reduction of 10% of the fee for each tonne landed on a voluntary basis.

2. Detailed implementing rules:

Fish markets shall complete a weighing slip for landing operations, as a basis for product traceability.

A statement of sales and deductions shall be drawn up for sales in fish markets.

Copies of the above weighing slips and statements shall be sent to the sea fisheries delegation in the port of landing. Once they have been approved by the Department, the shipowners concerned shall be informed of the amounts that will be refunded to them. These amounts shall be deducted from the fees due for future licence applications.

3. Assessment:

The level of the financial incentives shall be adjusted within the Joint Committee, in accordance with the socio-economic impact of landings in the year concerned.

Appendices

- 1) Licence Application Form.
- 2) Datasheets.
- 3) Communication of VMS messages to Morocco, position report.
- 4) Limits of Moroccan fishing zones, coordinates of fishing zones.
- 5) Address of Moroccan FMC.
- 6) Logbook.
- 7) Catch Report Form. Specimen to be harmonised.
- 8) Details of the Moroccan radio station.

MOROCCO - 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. Phone: Fax: Telex:
- 5. Captain:..... Nationality:

II-VESSEL:

- 1. Name of vessel:
- 2. Flag country:.....
- 3. External registration number:
- 4. Home port:
- 5. Date and place of construction:
- 6. Call sign: Call frequency:
- 7. Hull construction material. Steel Wood Polyester Other

III-TECHNICAL CHARACTERISTICS AND EQUIPMENT

- 1. Overall length: Width:.....
- 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 conservation on board: Fresh Cold storage Mixed Freezing
- 8. Freezing capacity in tonnes/24 hours:
- 9. Hold capacity: Number:.....

Done at, [date]

Signature of applicant

Fishing datasheet No 1

Small-scale fishing/north: pelagic species

Number of vessels authorised	20
Authorised gear	Seine net. Maximum authorised dimensions corresponding to the conditions in the zone: 500 m x 90 m. Ban on fishing with lampara nets.
Type of vessel:	<100 GT
Fees	EUR 67 per GT per quarter
Geographical limit	North of 34°18'00" Beyond 2 miles
Target species	Sardine, anchovy and other small pelagic species
Landing requirement	First year: 25%; second year: 30%; third year: 40%; fourth year: 50%
Biological recovery	2 months: February and March.
Comments	

The fishing conditions for each category shall be agreed each year before the issue of licences.

Fishing datasheet No 2

Small-scale fishing/north

Number of vessels authorised	30
Authorised gear	Bottom longline Cat. (a): maximum authorised number of hooks per longline = 2 000. Cat. (b): the maximum authorised number of hooks per longline will be decided at a later date by the Joint Committee in accordance with scientific advice and Moroccan law.
Type of vessel:	(a) <40 GT: 27 licences (b) > 40 GT and < GT 150: 3 licences
Fees	EUR 60 per GT per quarter
Geographical limit	North of 34°18'00" Beyond 6 nautical miles
Target species	Scabbardfish, sparidae and other demersal species
Landing requirement	Voluntary landing
Biological recovery	From 15 March to 15 May
By-catches	0% of swordfish and surface sharks

The fishing conditions for each category shall be agreed each year before the issue of licences.

Fishing datasheet No 3
Small-scale fishing/south

Number of vessels authorised	20
Authorised gear	Line, pole and traps, limited to a maximum two types of gear per vessel. The use of longlines, trammel nets, fixed gillnets, driftnets, 'trolls' and croaker nets is prohibited.
Type of vessel:	<80 GT
Fees	EUR 60 per GT per quarter
Geographical limit	South of 30°40'N Beyond 3 nautical miles
Target species	Croaker and sparidae
Landing requirement	Voluntary landing
Biological recovery	-
Authorised net	8 mm net for catching bait, beyond two nautical miles
By-catches	0% of cephalopods and crustaceans, with the exception of 10% of crab; targeted fishing for crab is prohibited. 10% of other demersal species.

The fishing conditions for each category shall be agreed each year before the issue of licences.

Fishing datasheet No 4
Demersal fishing

Number of vessels authorised	22 vessels with a maximum of 11 trawlers per year.
Authorised gear	- For longliners: bottom longline; deep-water multifilament fixed gillnet,

	For trawlers: bottom trawl
Type of vessel:	Average size of 275 GT, fishing at a depth of more than 200 m for trawlers;
Fees	EUR 53 per GT per quarter
Geographical limit	South of 29°N Beyond the 200 m isobath for trawlers (and 12 nautical miles for longliners)
Target species	Black hake, scabbardfish, leerfish/bonito
Landing requirement	50% of catches made in Morocco

Biological recovery	<p>Only applicable to trawlers.</p> <p>The biological recovery period is that fixed for cephalopods.</p>
Authorised net	<p>- Trawling: net of min. 70 mm.</p> <p>Doubling of the cod-end is prohibited.</p> <p>Doubling of the twine forming the cod-end is prohibited.</p> <p>The maximum authorised number of hooks per longline will be decided at a later date by the Joint Committee in accordance with scientific advice and Moroccan law.</p>
By-catches	<p>0% of cephalopods and crustaceans, with the exception of crab (5%)</p>

The fishing conditions for each category shall be agreed each year before the issue of licences.

Fishing datasheet No 5

Tuna fishing

Number of vessels authorised	27
Authorised gear	Pole-and-line Seine nets for fishing with live bait
Geographical limit	Beyond 3 miles Capture of bait beyond 2 miles All of Morocco's Atlantic zone, apart from a protected area east of a line from 33°30'N/7°35'W to 35°48'N/6°20'W
Target species	Tunas
Landing requirement	A proportion to be landed in Morocco at international market prices
Biological recovery	No
Authorised net	Bait to be caught with 8 mm seine nets
Fees	EUR 25 per tonne fished
Advance	A flat-rate advance of EUR 5 000 is to be paid when applying for annual licences
Comments	

The fishing conditions for each category shall be agreed each year before the issue of licences.

Fishing datasheet No 6
Industrial pelagic fishing

Authorised gear	Pelagic or semi-pelagic
Quota allocated	60 000 tonnes per year, maximum 10 000 tonnes per month
Type of vessel:	Industrial pelagic trawler
Number of vessels authorised	Maximum: - 5-6 vessels ¹ over 3 000 GT/vessel - 2-3 vessels between 150-3 000 GT/vessel - 10 vessels under 150 GT/vessel
Authorised total tonnage of vessels	Maximum:
Geographical limit	South of 29°N, beyond 15 nautical miles from the coasts calculated from the low-water line
Target species	Sardine, sardinella, mackerel, horse mackerel and anchovy
Landing requirement	Each vessel must land 25% of their catches in Morocco

¹ This figure regarding the number of vessels may only be amended by agreement between the two parties. Industrial pelagic fishing is managed by limiting the number of vessels fishing simultaneously.

Biological recovery	<p>Authorised fishing vessels must observe all biological recovery periods laid down by the Ministry in the authorised fishing zone and stop any fishing activity there. The Moroccan authorities will notify this decision to the Commission in advance, specifying the period or periods for which there is a prohibition on fishing, and the areas concerned.</p>
Authorised net	<p>The minimum size of the stretched mesh of the pelagic or semi-pelagic trawl is 40 mm. 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 for any other reason is prohibited and the trawl may in no case target species other than the small pelagic species authorised.</p>
By-catches	<p>Maximum: 3,5% of other species. The catch of cephalopods, crustaceans and other demersal and benthic species is strictly prohibited.</p>

Industrial processing	Industrial processing of catches into fishmeal and/or fish oil is strictly prohibited. However, damaged or spoiled fish and the waste resulting from handling catches may be processed into fishmeal or fish oil without exceeding the maximum threshold of 5% of total allowable catches.
Comments	<p>The vessels fall into three categories:</p> <p>Category 1: gross tonnage not exceeding 3 000 GT, ceiling of 12 500 tonnes per year per vessel;</p> <p>Category 2: gross tonnage exceeding 3 000 GT but not exceeding 5 000 GT, ceiling of 17 500 tonnes per year and per vessel;</p> <p>Category 3: gross tonnage exceeding 5 000 GT, ceiling of 25 000 tonnes per year and per vessel.</p>
Number of vessels/fees:	<p>Maximum number of vessels authorised to fish at the same time: 18.</p> <p>Shipowner's fees per tonne of allowable catch: EUR 20 per tonne.</p> <p>Shipowner's fees per tonne in excess of allowable catch: EUR 50 per tonne.</p>

The fishing conditions for each category shall be agreed each year before the issue of licences.

COMMUNICATION OF VMS MESSAGES TO MOROCCO
POSITION REPORT

Data Element	Code	Mandatory/O ptional	Comments
Start record	SR	M	System detail - indicates start of record
Recipient	AD	M	Message detail - destination party. Alpha 3 ISO country code
From	FR	M	Message detail - sender. Alpha 3 ISO country code
Flag State	FS	O	
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	O	Vessel detail. 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 and minutes N/S DDMM (WGS-84)
Longitude	LO	M	Vessel position detail - position in degrees and minutes E/W DDMM (WGS-84)
Cap	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 must be inserted between the start and end of the record.

LIMITS OF MOROCCAN FISHING ZONES
COORDINATES OF FISHING ZONES

Datasheet	Category	Fishing zone (latitude)	Distance from the coast
1	Small-scale fishing/north: pelagic species	34°18'00"N - 35°48'00"N	Beyond 2 miles
2	Small-scale fishing/north: longline	34°18'00"N - 35°48'00"N	Beyond 6 miles
3	Small-scale fishing/south	South of 30°40'00"	Beyond 3 miles
4	Demersal fishing	South of 29°00'00"	Longliners: Beyond 12 miles
			Trawlers: Beyond the 200 metre isobath
5	Tuna fishing	The entire Atlantic apart from the area delimited by: 35°48'N; 6°20'W/33°30'N;7°35'W	Beyond 3 miles and 2 miles for bait
6	Industrial pelagic fishing	South of 29°00'00"N	Beyond 15 miles

ADDRESS OF MOROCCAN FMC

Name of FMC: CSC (*Centre de Surveillance et de Contrôle de la pêche*
[Fisheries Monitoring and Control Centre])

VMS Tel.: + 212 37 68 81 46

VMS Fax: + 212 37 68 81 34

VMS E-mail: alaouihamd@mpm.gov.ma; fouima@mpm.gov.ma

FMC Tel.:

FMC Fax:

Address X25 = X25 not used

Declaration of entries/exits: via radio station (Appendix 8)

DETAILS OF THE SEA FISHERIES DEPARTMENT
RADIO STATION

MMSI:	242 069 000
Call sign:	CNA 39 37
Location:	Rabat
Frequency range:	1.6 to 30 MHz
Class of transmission:	SSB-AIA-J2B
Transmission power:	800 W

Working frequencies

Bands	Channels	Transmission	Reception
Band 8	831	8285 KHz	8809 KHz
Band 12	1206	12245 KHz	13092 KHz
Band 16	1612	16393 KHz	17275 KHz

Station operating hours

Period	Times
Working days	from 08.30 to 16.30
Saturday, Sunday and public holidays	from 09.30 to 14.00

VHF:	Channel 16	Channel 70 ASN	
Radio Telex:			
	Type:	DP-5	
	Class of transmission:	ARQ-FEC	
	Number:	31 356	
Fax:			
	Numbers	212 37 68 82 13/45	